

02-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

14th

day of

January

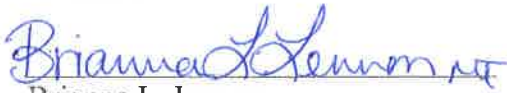
20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve certain amendments and agreements relating to the Smith & Wesson Corp. Project, a/k/a American Outdoor Brands Project, which was approved for a Chapter 100 industrial development bond issuance in Boone County Commission Order 528-2017. These amendments and agreements are entered into at the request of American Outdoor Brands to facilitate "spin-off" business transactions previously announced by American Outdoor Brands and explained in a Press Release date November 13, 2019, which is attached to this Order. The County Commission authorizes and approves the attached documents upon the recommendation of its bond counsel, Gilmore & Bell PC, and the Presiding Commissioner is authorized to execute the documents necessary to effectuate this Order.


Done this 14th day of January 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



*James Debney*  
*President, CEO*

To: All Vendor Partners

Date: November 13, 2019

**RE: Intended Spin-Off of Outdoor Products & Accessories Business**

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Thank you for the role you play as a valued vendor and partner to our company. Over the years, we have worked hard to become a trusted provider of quality products for shooting, hunting, and rugged outdoor enthusiasts in the global consumer and professional markets, and your support has helped us keep that trust.

We are excited to share that today we announced our company's intention to spin-off our outdoor products and accessories business from our firearms business. This means that, when the transaction is completed late in 2020, we will become two separate, independent, publicly traded companies, each an industry leader positioned for long-term success:

Smith & Wesson Brands, Inc. will be an iconic firearm business with a 167-year history of delivering market leading, personal protection and sport-related firearms for consumers and professionals.

American Outdoor Brands, Inc. will be a growth-oriented provider of outdoor products and accessories for rugged outdoor enthusiasts.

We invite you to read our full press release on the announcement at [www.aob.com](http://www.aob.com) under the Investor Relations tab. We believe this action will provide each independent company and its leadership team with an enhanced ability to focus on its unique business characteristics, its core consumers, and its markets, unlocking even greater ways we can do business with you, our vendor partners.

Our news today has no immediate impact on the way in which our companies do business together. Our entire team remains focused on meeting and exceeding our customers' expectations. As we prepare for the spin-off transaction nearly a year from now, we will be working behind the scenes to establish independent systems that will ensure a seamless transition from your perspective. As we establish those systems and processes, we plan to communicate those details well in advance.

We remain enthusiastic about the future for both our firearms and outdoor products and accessories businesses. And we look forward to your support as we prepare for an exciting new future for Smith & Wesson and American Outdoor Brands.

Regards,



816-221-1000 MAIN  
816-221-1018 FAX  
GILMOREBELL.COM

GILMORE & BELL PC  
2405 GRAND BOULEVARD, SUITE 1100  
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS  
WICHITA  
OMAHA | LINCOLN

January 3, 2020

Honorable Daniel K. Atwill  
Presiding Commissioner  
Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201

**Re: Planned Sale of AOB (Smith & Wesson) property from Ryan Boone County, LLC to RCS - S&W Facility LLC**

Dear Mr. Atwill:

In accordance with Article VI, Section 27(b) of the Missouri Constitution, Chapter 100 of the Revised Statutes of Missouri, as amended ("**Chapter 100**"), and Commission Order 528-2017 adopted by the County Commission on November 30, 2017, the County has previously issued its Taxable Industrial Development Revenue Bonds (Smith & Wesson Corp. Project), Series 2017, in the maximum aggregate principal amount of \$44,000,000 (the "**Bonds**") and approved an industrial development project for Smith & Wesson Corp. (the "**Company**") consisting of the construction of a new warehouse and distribution facility for the Company (the "**Project**"), which was undertaken by Ryan Boone County, LLC, as developer (the "**Developer**").

On the date of closing of the Bonds (December 17, 2017), the Developer executed a Special Warranty Deed from the Developer to the County that conveyed title to all real property previously purchased by the Developer upon which the Project is located, which is currently exempt from real property taxes as a result of the County's ownership. The County simultaneously leased the Project back to the Developer under a Lease Agreement dated as of December 1, 2017 (the "**Lease**") between the County, as lessor, and the Developer, as lessee. As contemplated and reflected in the Lease, the Developer further subleased the Project to the Company pursuant to a sublease agreement between the Developer, as landlord, and the Company, as tenant (the "**Sublease**").

Pursuant to a Bond Purchase Agreement entered into between the County and the Developer, the Developer purchased all of the Bonds from the County on the closing date (December 17, 2017) which are payable solely out of the payments, revenues and receipts derived from the lease of the Project by the County, as lessor, to the Developer, as lessee, under the Lease. In connection with the issuance of the Bonds, the County, the Developer and the Company also entered into a Performance Agreement which set forth, among other things, the payments-in-lieu of taxes to be made by the Company as consideration for the real property tax abatement provided for the Project as well as certain requirements the Company must maintain (such as a certain number of jobs with specific wages/salaries) in order for the Company to receive the benefit of the full amount of the real property tax abatement offered by the County and made available to the Company under the Lease.

The Developer, as lessee under the Lease, is now selling its leasehold interest in the Project to RCS - S&W Facility, LLC (the “**Buyer**”) and will assign all of its rights, interests, duties and obligations under the Lease, the Indenture, the Performance Agreement and the Bond Purchase Agreement (collectively, the “**Bond Documents**”) to the Buyer as well as transfer all outstanding Bonds to the Buyer, which is permitted under **Section 13.1** of the Lease and **Article XII** of the Indenture. The Buyer will also continue to sublease the Project to the Company under the Sublease, and the Company will continue to abide by the terms and requirements of the Performance Agreement.

In connection with (a) the proposed sale by the Developer to the Buyer of the Developer’s leasehold interest in the Project, (b) the associated assignment and assumption by the Buyer of the Developer’s remaining rights and obligations under the Bond Documents and (c) the associated transfer from the Developer to the Buyer of all outstanding Bonds, the Developer, the Buyer, and BBVA, USA, as the Buyer’s lender (the “**Lender**”), have requested the County execute and acknowledge certain documents that have been drafted by legal counsel to the Buyer and legal counsel to the Lender. We have reviewed and provided comments to these documents and have sent execution versions to CJ Dykhouse that will require your signature. Below is a brief explanation of these documents:

- **First Amendment to Lease Agreement.** The First Amendment to Lease Agreement, between the County, as lessor, and the Developer, as lessee, amends the legal description of the real property upon which the Project is located (the “**Project Site**”) that was originally included in the Lease to reflect (1) the release of certain small portions along the perimeter for roads and sewer/detention, and (2) the re-platting of the Project Site after the Lease was executed as a result of the development of the Project. The Developer and the Buyer are requesting the legal description that was originally included in the Lease be updated prior to the assignment and transfer of the Developer’s leasehold interest in the Project under the Lease is transferred to the Buyer.
- **First Amendment to Memorandum of Lease Agreement.** This is a short form version of the First Amendment to Lease Agreement created for the sole purpose of recording in the real property records to give notice of the First Amendment to Lease Agreement.
- **Assignment and Assumption of Lease Agreement and Related Bond Documents.** Pursuant to the Assignment and Assumption of Lease Agreement and Related Bond Documents (the “**Assignment and Assumption**”) between the Developer, as seller and assignor, and the Buyer, as purchaser and assignee, the Developer has agreed to assign all of its rights, interest, duties and obligations under the Lease, the Performance Agreement, the Bond Purchase Agreement and the Bonds to the Buyer and the Buyer has agreed to assume such rights, duties and obligations. The Developer and the Buyer are requesting the County execute the “*Consent of Boone County, Missouri*” page which states that the County acknowledges, consents and approves the execution, delivery and recording of this Assignment and Assumption.
- **Consent, Agreement and Estoppel Certificate.** Under this Consent, Agreement and Estoppel Certificate, the County is (1) consenting and agreeing to the Buyer’s assumption of all of the Developer’s rights, duties and obligations under the Bond Documents and the transfer of all outstanding Bonds to the Buyer and (2) certifying that (a) to the best of the County’s knowledge and belief, the Bond Documents have not been amended or modified and are still in full force and (b) to the best of the County’s knowledge and belief, and

based solely upon certifications provided by the Developer, the Developer is not in default under the terms of the Bond Documents.

- **Agreement, Notice and Acknowledgment.** As background, the Lender is extending a loan to the Buyer and, in exchange for the loan, the Lender is requiring that the Buyer grant a Leasehold Deed of Trust (the "**Leasehold Mortgage**") to the Lender as security for the loan, which will encumber all of the Buyer's interest, as lessee, under the Lease (this type of leasehold mortgage is common with real property Chapter 100 transactions) and pledge all of its rights, title and interest in the Bonds to the Lender under a Pledge and Security Agreement (the "**Bond Pledge**") as additional security for the Bonds. **Section 10.4** of the Lease explicitly permits the Buyer (as the new Developer) to enter into "*Financing Documents*" (such as the Leasehold Mortgage and the Bond Pledge) with a "*Financing Party*" (such as the Lender). Under this Agreement, Notice and Acknowledgment, between the Lender, the Buyer, and the County, (1) the County is consenting to and acknowledging the existence of the Leasehold Mortgage and the Bond Pledge and (2) in the event the Lease is terminated as a result of a default by the Buyer under the terms of the Lease, the County will agree to lease the Project to the Lender under the terms of a replacement lease agreement (identical terms of the Lease) at the request of the Lender.

We have reviewed the documents you are being asked to sign, and are of the opinion that you should now sign where indicated. The documents will be held in escrow, pending confirmation of the closing of the sale of the Developer's leasehold interest in the Project to the Buyer.

Very truly yours,



James G. Caldwell

Enclosures  
cc: Mr. C.J. Dykhouse

## FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the "**Amendment**") is made and entered into effective as of the 14 day of January, 2020 by and between **BOONE COUNTY, MISSOURI**, a county of the first classification and municipal corporation organized and existing under the laws of the State of Missouri, as lessor ("**County**"), and **RYAN BOONE COUNTY, LLC**, a Minnesota limited liability company, as lessee ("**Developer**").

### RECITALS:

1. Pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "**Act**"), and Commission Order 528-2017 (the "**Order**") adopted by the County Commission of Boone County, Missouri (the "**County**"), on November 30, 2017, the County has previously (a) approved a plan for Smith & Wesson Corp.'s (the "**Company**") economic development project, and (b) issued, on or about December 19, 2017, the County's Taxable Industrial Development Revenue Bonds (Smith & Wesson Corp. Project), Series 2017, in the aggregate maximum principal amount of \$44,000,000 (the "**Bonds**"), pursuant to a Trust Indenture dated as of December 1, 2017 (the "**Indenture**"), between the County and BOKF, NA, as trustee (the "**Trustee**"), the proceeds of which were used to pay costs of a portion of the Project (as defined in the Lease) consisting of the consisting of constructing and improving a new warehouse and distribution facility for the Company (the "**Project Improvements**") being constructed by the Developer.

2. In connection with the issuance of the Bonds, (a) pursuant to a Special Warranty Deed dated December 19, 2017, and recorded on December 20, 2017, as Instrument No. 2017025614, Book 4841, Page 3, in the real property records of the County (the "**Special Warranty Deed**") the Developer conveyed to the County certain land upon which the Project Improvements were to be located (the "**Project Site**," together with the Project Improvements, the "**Project**") and (b) the County, as lessor, and Developer, as lessee, entered into that certain Lease Agreement, dated as of December 1, 2017 (the "**Original Lease**," as amended and supplemented by this Amendment, the "**Lease**"), pursuant to which Developer agreed to lease the Project from the County; and

3. The County and Developer desire to amend the legal description of the Project Site included in the Original Lease, as set forth herein, in order to reflect (a) the platting of the Project Site subsequent to the execution and delivery of the Original Lease and issuance of the Bonds and (b) the release of certain real property that was included in the legal description of the Project Site in the Original Lease resulting from (1) the dedication of a certain portion of real property located in the southern part of the Project Site described in the Original Lease as a right-of-way for Enterprise Drive, (2) the taking of a certain portion of real property located in the western part of the Project Site described in the Original Lease for an expansion of State Route Z, and (3) the transfer of a certain portion of real property located in the northwest part of the Project Site described in the Original Lease pursuant to a Quit-Claim Deed dated August 28, 2018, between the County, as grantor, and Boone County Regional Sewer District, as grantee, which was recorded on October 10, 2018, as Instrument No. 2018019461, Book 4951, Page 55, in the real property records of the County (collectively, the "**Released Property**").

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the County and Developer do hereby represent, covenant, and agree as follows:

**Section 1. Definitions of Words and Terms.** For purposes of this Amendment, including, but not limited to, the foregoing recitals, all capitalized terms defined in the Original Lease and not in this Amendment shall have the meaning ascribed to them in the Original Lease.

**Section 2. Legal Description.** The legal description of the Project Site as found in Exhibit A of the Original Lease is hereby amended and restated as shown in **Exhibit A** attached hereto.

**Section 3. Consent to Release of Released Property.** Notwithstanding any provision of the Original Lease to the contrary, the County and the Developer hereby consent to the release of the Released Property as described in Recital No. 3 of this Amendment.

**Section 4. Insurance.** The County acknowledges that the Developer has assigned to the Company, and the Company has assumed pursuant to the Sublease, certain obligation of Developer under the Lease, including, but not limited to, the obligation to maintain the insurance coverages required by Article VII of the Lease.

**Section 5. Miscellaneous.** Except as amended by this Amendment, the Original Lease (including, without limitation, all exhibits thereto) remains unchanged and in full force and effect. The Original Lease, as amended by this Amendment, is hereby ratified and affirmed by the County and Developer. This Amendment may be executed in separate counterparts and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. This Amendment shall be governed by the laws of the State of Missouri. All of the parties to this Amendment have agreed to its particular language, and any question regarding the meaning of this Amendment shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or against the draftsman. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. For purposes of this Amendment, time shall be considered of the essence. If any legal proceeding is commenced related to this Amendment, the prevailing party in such proceeding shall be entitled to recover the reasonable attorneys' fees, court costs and litigation expenses it incurs in connection therewith from the non-prevailing party therein.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

**BOONE COUNTY, MISSOURI**

By: 

Name: Daniel K. Atwill

Title: Presiding Commissioner

[SEAL]

ATTEST

By: 

Name: Brianna L. Lennon

Title: County Clerk



**RYAN BOONE COUNTY, LLC,**  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**PROJECT SITE**

**LEGAL DESCRIPTION**

Lot 2, AMERICAN OUTDOOR BRANDS, PLAT NO. 1, a subdivision in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 52, Page 68, Records of Boone County, Missouri.

(For Recorder's Certification)

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**FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT**

**Grantor:** BOONE COUNTY, MISSOURI  
801 E. Walnut, Room 112  
Columbia, Missouri 65201

**Grantee:** RYAN BOONE COUNTY, LLC  
533 S 3rd Street, #100  
Minneapolis, Minnesota 55415

**Real Property**

**Legal Description:** See Exhibit A on page 5

**Dated as of:** *January 14, 2020*

**Reference:** Instrument No. 2017025615, Book 4841, Page 4

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## FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT

**THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT** (this “**Amendment**”) is made and entered into effective as of the 14 day of January, 2020 by and between **BOONE COUNTY, MISSOURI**, a county of the first classification and municipal corporation organized and existing under the laws of the State of Missouri, as lessor (“**County**”), and **RYAN BOONE COUNTY, LLC**, a Minnesota limited liability company, as lessee (“**Developer**”).

### RECITALS:

1. The County and Developer entered into that certain Lease Agreement, dated as of December 1, 2017 (the “**Lease**”), pursuant to which Developer agreed to lease a warehouse and distribution facility, located on certain real property in the County (the “**Project Site**”); and
2. A Memorandum of Lease Agreement providing notice of the Lease (the “**Original Memorandum**”) was filed for record on December 20, 2017, as Instrument No. 2017025615, Book 4841, Page 4 in the Office of the Recorder of Deeds for Boone County, Missouri; and
3. On or about the date hereof, the County and Developer have entered into that certain First Amendment to Lease Agreement (the “**First Amendment**”) by which the County and the Developer have amended the Lease in certain respects; and
4. The County and Developer desire to amend the Original Memorandum to reflect the amendments to the Lease made by the First Amendment.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the County and Developer do hereby represent, covenant, and agree as follows:

**Section 1. Definitions of Words and Terms.** For purposes of this Amendment, including, but not limited to, the foregoing recitals, all capitalized terms defined in the Lease and not in this Amendment shall have the meaning ascribed to them in the Lease.

**Section 2. Legal Description.** The legal description of the Project Site as found in Exhibit A of the Original Memorandum is hereby amended to the legal description as described in **Exhibit A** attached hereto.

**Section 3. Miscellaneous.** Subject to the Original Memorandum as hereby amended, the County and Developer hereby adopt, ratify, and confirm the Original Memorandum. The terms and provisions of this Amendment are hereby incorporated into the Original Memorandum and, except for the amendment herein contained, all of the terms of the Original Memorandum shall remain in full force and effect. This Amendment in no way modifies or amends the provisions of the Lease as defined above.

**Section 4. Execution in Counterparts.** This Amendment may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

**BOONE COUNTY, MISSOURI**

[SEAL]

By: [Signature]  
Name: Daniel K. Atwill  
Title: Presiding Commissioner

ATTEST

By: [Signature]

Name: Brianna L. Lennon  
Title: County Clerk

**ACKNOWLEDGMENT**

STATE OF MISSOURI                     )  
  ) SS.  
COUNTY OF BOONE                    )

On this 14 day of January, 2020 before me, the undersigned, a Notary Public, appeared Daniel K. Atwill and Brianna L. Lennon, to me personally known, who, being by me duly sworn, did say that they are the Presiding Commissioner and County Clerk, respectively, of BOONE COUNTY, MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said County, and that said instrument was signed and sealed on behalf of said County by authority of its governing body, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said County. [SEAL]

[Signature]  
Notary Public

Typed Name: Michelle Thompson

My commission expires July 10, 2022

MICHELLE THOMPSON  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires: July 10, 2022  
Commission # 18338944

**RYAN BOONE COUNTY, LLC,  
a Minnesota limited liability company**

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
  )SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of RYAN BOONE COUNTY, LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of said limited liability company and acknowledged said instrument to be executed for the purposes therein stated.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Typed or Printed Name: \_\_\_\_\_  
Notary Public in and for said State

[SEAL]

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**PROJECT SITE**

**LEGAL DESCRIPTION**

Lot 2, AMERICAN OUTDOOR BRANDS, PLAT NO. 1, a subdivision in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 52, Page 68, Records of Boone County, Missouri.

(For Recorder's Certification)

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**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT  
AND RELATED BOND DOCUMENTS**

**Grantor:** RYAN BOONE COUNTY, LLC  
533 S 3rd Street, #100  
Minneapolis, Minnesota 55415

**Grantee:** RCS - S&W FACILITY, LLC  
371 Centennial Parkway, Suite 200  
Louisville, CO 80027

**Real Property**

**Legal Description:** See Exhibit A on page 9

**Dated as of:** *January 14, 2020*

**Reference:** Instrument No. 2017022994, Book 4825, Page 139  
Instrument No. 2017025614, Book 4841, Page 3  
Instrument No. 2017025615, Book 4841, Page 4  
Instrument No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_

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**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT  
AND RELATED BOND DOCUMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND RELATED BOND DOCUMENTS (the “**Assignment**”) entered into on January 14, 2020 (the “**Effective Date**”) is by and between RYAN BOONE COUNTY, LLC, a Minnesota limited liability company (the “**Assignor**”) and RCS - S&W FACILITY, LLC, a Colorado limited liability company (the “**Assignee**”).

**RECITALS**

**WHEREAS**, pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “**Act**”), and Commission Order 528-2017 (the “**Order**”) adopted by the County Commission of Boone County, Missouri (the “**County**”), on November 30, 2017, the County has previously (i) approved a plan for Smith & Wesson Corp.’s (the “**Company**”) economic development project, and (ii) issued, on or about December 19, 2017, the County’s \$44,000,000 aggregate maximum principal amount of Taxable Industrial Development Revenue Bonds (Smith & Wesson Corp. Project), Series 2017 (the “**Bonds**”) pursuant to a Trust Indenture dated as of December 1, 2017 (the “**Indenture**”), between the County and BOKF, NA, as trustee (the “**Trustee**”), the proceeds of which were used to pay costs of a portion of the Project (as defined in the Indenture) consisting of constructing and improving a new warehouse and distribution facility (the “**Project Improvements**”);

**WHEREAS**, in connection with the issuance of the Bonds, (i) pursuant to a Special Warranty Deed dated December 19, 2017, and recorded on December 20, 2017, as Instrument No. 2017025614, Book 4841, Page 3, in the real property records of the County (the “**Special Warranty Deed**”) the Assignor, as grantor, conveyed to the County certain land described in Exhibit A upon which the Project Improvements are located (the “**Project Site**”), subject to a certain lease agreement dated as of October 24, 2017 (the “**Sublease**”) that had been previously entered into between the Assignor, as landlord, and the Company, as tenant, a memorandum of which as recorded on October 24, 2017, as Instrument No. 2017022994, Book 4825, Page 139, in the real property records of the County, and (ii) the County leased back to the Assignor the Project, pursuant to the Lease Agreement dated as of December 1, 2017, a memorandum of which was recorded on December 20, 2017, as Instrument No. 2017025615, Book 4841, Page 4, in the real property records of the County, as amended by that certain First Amendment to Lease Agreement dated on or about the date hereof, a memorandum of which was recorded on \_\_\_\_\_, 20\_\_\_\_, as Instrument No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_, in the real property records of the County (collectively, the “**Lease**”), between the County, as lessor, and Assignor, as lessee;;

**WHEREAS**, in connection with the issuance of the Bonds, (i) the County and the Assignor entered into the Bond Purchase Agreement dated as of December 1, 2017 (the “**Bond Purchase Agreement**”), pursuant to which the Assignor, in its capacity as purchaser, agreed to purchase all of the Bonds in accordance with the terms and provisions set forth in the Bond Purchase Agreement and (ii) the County, the Assignor and the Company entered into a Performance Agreement dated as of December 1, 2017 (the “**Performance Agreement**”) whereby the parties set forth the terms relating to property tax abatement for the Project and the Company, among other things, agreed to make certain payments in lieu of taxes in exchange for said property tax abatement for the Project;

**WHEREAS**, in addition to the Indenture, the Lease, the Bond Purchase Agreement and the Performance Agreement, Assignor, the County and the Trustee entered into various other documents relating to the Bonds (together with the Performance Agreement and the Bond Purchase Agreement the “**Other Bond Documents**”);

**WHEREAS**, Assignor and Assignee are parties to that certain Agreement to Purchase Ground Leasehold Interest and Escrow Instructions, effective as of October 21, 2019, as amended and assigned, pursuant to which the Assignor has agreed to sell and transfer all of its right, title, and interest in the Project to Assignee;

**WHEREAS**, Assignor desires to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the Lease, the Other Bond Documents and the Bonds;

**WHEREAS**, Assignee desires to accept such assignment subject to the terms and conditions set forth below; and

**WHEREAS**, the County and the Trustee desire to consent to such assignment and assumption.

### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee the following (collectively, the "**Assigned Interests**"):

- a. The Lease and the leasehold created under the Lease, together with all of Assignor's rights and interest under the Lease, which demises the Project, including the Project Site, and all of Assignor's rights and interests in the Project, including the buildings, structures, improvements, fixtures, machinery, and equipment situated on the real estate and all of its additions, alterations, modifications, and improvements.
- b. All of Assignor's rights and interest under the Other Bond Documents; and
- c. All of Assignor's rights and interest in the Bonds.

2. **Assumption.** Assignee accepts all of the Assigned Interests assigned by Assignor in Paragraph 1 and assumes and agrees to pay, perform, and discharge promptly and fully when and as required all obligations and liabilities under the Lease and the Other Bond Documents that accrue on or after the Effective Date.

3. **Delivery of documents; representations.** Pursuant to **Section 13.1(a)** of the Lease, Assignor represents that all conditions precedent to the assignment have been satisfied. Assignor represents that there has been no damage or destruction to the Project that has not been repaired, restored, and replaced in accordance with the terms of the Lease.

4. **Further Assurances; Cooperation.** The parties agree to execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate the intent of this Assignment. Without limiting the generality of the foregoing, Assignor further agrees to execute any additional documents required for the transfer of the Bonds to Assignee, as may be required by the Indenture.

5. **Assignor's Representation.** Assignor represents that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds nor has Assignor assigned the Lease or transferred or encumbered or otherwise disposed of its interest in the Project.

6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. **Governing law.** This Assignment shall be interpreted and construed under the laws of the State of Missouri, excluding any conflict of law or choice-of-law rules that might lead to the application of the internal laws of another jurisdiction.

9. **Recording.** Assignee shall submit this Assignment for recording in the Office of the Register of Deeds of Boone County, Missouri on or about the Effective Date.

10. **Indemnity.** Assignor hereby indemnifies and holds Assignee harmless from and against all claims, demands, losses, damages, expenses and costs including, but not limited to, reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignor's failure to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignor under the Lease, the Performance Agreement and the Other Bond Documents to be observed, performed, or discharged with respect to the period prior to the Effective Date. Assignee hereby indemnifies and holds Assignor harmless from and against all claims, demands, losses, damages, expenses, and costs including, but not limited to, reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignee's failure, from and after the date of this Assignment, to observe, perform, and discharge all covenants, obligations, and liabilities under the Lease and the Performance Agreement with respect to the period on and after the Effective Date.

*[Signature pages to follow]*



**ASSIGNEE:**

RCS - S&W FACILITY, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, the \_\_\_\_\_ of RCS - S&W FACILITY, LLC, a Colorado limited liability company, who is personally known to me to be such \_\_\_\_\_ and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such officer duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

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

My commission expires \_\_\_\_\_

**CONSENT OF BOONE COUNTY, MISSOURI**


The County hereby acknowledges consents and approves the execution, delivery and recording of this Assignment and Assumption of Lease Agreement and Related Bond Documents dated January 14, 2020 between RYAN BOONE COUNTY, LLC, a Minnesota limited liability company, as assignor, and RCS - S&W FACILITY, LLC, a Colorado limited liability company, as assignee.

**BOONE COUNTY, MISSOURI**

[SEAL]

By:   
Name: Daniel K. Atwill  
Title: Presiding Commissioner

ATTEST

By:   
Name: Brianna L. Lennon  
Title: County Clerk

**ACKNOWLEDGMENT**

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF BOONE                    )

On this 14 day of January, 2020 before me, the undersigned, a Notary Public, appeared Daniel K. Atwill and Brianna L. Lennon, to me personally known, who, being by me duly sworn, did say that they are the Presiding Commissioner and County Clerk, respectively, of BOONE COUNTY, MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said County, and that said instrument was signed and sealed on behalf of said County by authority of its governing body, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said County. [SEAL]

  
Notary Public

Typed Name: Michelle Thompson

My commission expires July 10, 2022

MICHELLE THOMPSON  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires: July 10, 2022  
Commission # 18338944

**CONSENT OF TRUSTEE**

BOKF, NA, as trustee, hereby acknowledges and consents to the execution and delivery of this Assignment and Assumption of Lease Agreement and Related Bond Documents dated \_\_\_\_\_, 20\_\_, between RYAN BOONE COUNTY, LLC, a Minnesota limited liability company, as assignor, and RCS - S&W FACILITY, LLC, a Colorado limited liability company, as assignee ("Assignee").

The Trustee represents and warrants to Boone County, Missouri, and the Assignee that the Trustee has no knowledge of any default, monetary or otherwise, that has occurred under the terms of the Lease as of the Effective Date.

**BOKF, NA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_            )

BE IT REMEMBERED, that on this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, \_\_\_\_\_, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such officer duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

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

Typed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_.

**EXHIBIT A**

**PROJECT SITE**

**LEGAL DESCRIPTION**

Lot 2, AMERICAN OUTDOOR BRANDS, PLAT NO. 1, a subdivision in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 52, Page 68, Records of Boone County, Missouri.



CONSENT, AGREEMENT AND ESTOPPEL CERTIFICATE

TO: ARSENAULT HOLDINGS, LLC AND/OR RCS – S&W FACILITY, LLC  
(TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, AND TOGETHER  
WITH THE LENDER, BBVA USA, AN ALABAMA BANKING CORPORATION,  
COLLECTIVELY “BUYER”).

RE: TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (SMITH &  
WESSON CORP. PROJECT), SERIES 2017, IN THE MAXIMUM AGGREGATE  
PRINCIPAL AMOUNT OF \$44,000,000

DATE: January 14, 2020 (the “Effective Date”).

Pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “Act”), and Commission Order 528-2017 (the “Order”) adopted by the County Commission of Boone County, Missouri (the “County”), on November 30, 2017, the County has previously (i) approved a plan (the “Plan”) for Smith & Wesson Corp.’s (the “Company”) economic development project, and (ii) issued, on or about December 19, 2017, the County’s Taxable Industrial Development Revenue Bonds (Smith & Wesson Corp. Project), Series 2017, in the maximum aggregate principal amount of \$44,000,000 (the “Bonds”) pursuant to a Trust Indenture dated as of December 1, 2017 (the “Indenture”), between County and BOKF, NA, as trustee (the “Trustee”), the proceeds of which were used to pay costs of a portion of the Project (as defined in the Indenture) consisting of constructing and improving a new warehouse and distribution facility for the Company (the “Project Improvements”) to be undertaken by Ryan Boone County, LLC (the “Developer”).

In connection with the issuance of the Bonds, (a) pursuant to a Special Warranty Deed dated December 19, 2017, and recorded on December 20, 2017, as Instrument No. 2017025614, Book 4841, Page 3, in the real property records of County (the “Special Warranty Deed”) Developer, as grantor, conveyed to County certain land upon which the Project Improvements are located (the “Project Site,” together with the Project Improvements, the “Project”), subject to a certain lease agreement dated as of October 24, 2017 (the “Sublease”) that had been previously entered into between Developer, as landlord, and Company, as tenant, a memorandum of which was recorded on October 24, 2017, as Instrument No. 2017022994, Book 4825, Page 139, in the real property records of County, and (b) pursuant to the Lease Agreement dated as of December 1, 2017, a memorandum of which was recorded on December 20, 2017, as Instrument No. 2017025615, Book 4841, Page 4, in the real property records of the County, as amended by that certain First Amendment to Lease Agreement dated on or about the date hereof (collectively, the “Lease”), County, as lessor, leased back to Developer, as lessee, the Project and Developer, as sublessor and landlord, subleased the Project to Company, as sublessee and tenant, pursuant to the Sublease.

In connection with the issuance of the Bonds, (a) County and Developer entered into the Bond Purchase Agreement dated as of December 1, 2017 (the “Bond Purchase Agreement”), pursuant to which Developer, in its capacity as purchaser, agreed to purchase all of the Bonds in accordance with the terms and provisions set forth in the Bond Purchase Agreement and (b) County, Developer and Company entered into a Performance Agreement dated as of December 1, 2017 (the “Performance Agreement”), whereby the parties set forth the terms relating to property tax abatement for the Project and Company, among other things, agreed to make certain payments in lieu of taxes in exchange for said property tax abatement for the Project;

In connection with (a) the proposed sale by Developer to Buyer of Developer's leasehold interest in the Project Site, owned by County, (b) the associated assignment and assumption by Buyer of Developer's remaining rights and obligations under (i) the Performance Agreement, (ii) the Lease, (iii) the Bond Purchase Agreement, and (c) the associated transfer to Buyer of all outstanding Bonds, which closing date of said sale, assignment and assumption, and associated transfer, shall be referred to herein as the "Closing Date," County and Trustee (but as to Trustee, solely for the purpose of agreeing to the provisions of the second and last sentence of Section 6 hereof) hereby consent, agree with and certifies to Buyer, Developer and their respective successors and assigns, as follows:

1. The Performance Agreement, the Lease, the Bond Purchase Agreement, the Indenture, and all other documents executed in connection therewith are collectively referred to as the "Documents". Capitalized terms used but not defined herein shall have the meaning ascribed thereto pursuant to the Documents.

2. Attached hereto as Exhibit A is a true, correct, and complete copy of the Performance Agreement. The Performance Agreement has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of Exhibit A. The Performance Agreement is in full force and effect.

3. Attached hereto as Exhibit B is a true, correct, and complete copy of the Lease. The Lease has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of Exhibit B. The Lease is in full force and effect.

4. Attached hereto as Exhibit C is a true, correct, and complete copy of the Bond Purchase Agreement. The Bond Purchase Agreement has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of Exhibit C. The Bond Purchase Agreement is in full force and effect.

5. Attached hereto as Exhibit D is a true, correct, and complete copy of the Indenture. The Indenture has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of Exhibit D. The Indenture is in full force and effect.

6. County hereby consents to the assignment to, and assumption by, Buyer of Developer's rights and obligations under the Documents and the outstanding Bonds and such assignment does not constitute a default, breach or violation on the part of Developer under or of any agreement, contract, document, instrument or undertaking or obligation entered into by and between County and Developer (alone or with additional parties) with respect to the development, construction, financing, operation or maintenance of the Project. County and Trustee each agrees that so long as Buyer is both the tenant under the Lease and the owner of all of the outstanding Bonds on the applicable "Payment Date" (as defined in the Indenture), Buyer shall have the right to waive actual payment of interest due on the Bonds on such Payment Date, as well as all principal of the Bonds maturing on such Payment Date, in which event it shall be deemed that Buyer, as tenant under the Lease, had paid all Basic Rent due under the Lease on such Payment Date, and that Buyer, as owner of all of the outstanding Bonds on such Payment Date, had received the full payment due on such outstanding Bonds on such Payment Date.

7. County has not been notified of any default and to the best of County's knowledge, information and belief as of the Effective Date, neither County nor Developer is in default under the Documents or the Bonds, and, to the best of County's information and belief, no event has occurred and no condition exists that might, with the giving of notice or the passage of time, or both, constitute a default by County or Developer under the Documents or the Bonds, or would otherwise permit a termination or modification by County under the Documents or the Bonds. There are currently no claims by or in favor of County against Developer under the Lease. Any liability to County of Developer under the Documents incurred or attributable to a default or breach by Developer prior to the Closing Date shall be deemed to be the liability of Developer, and County agrees not to bring or assert against Buyer any claim, and not to interpose against Buyer any defense, arising out of the Documents, or in any way relating thereto, except to the extent that such claim or defense arises from or is based on actions of the Buyer from and after the Closing Date. From and after the Closing Date, any liability incurred or attributable to a default or breach under the Documents shall be deemed to be the liability of the Buyer, and County agrees that from and after the Closing Date, Developer shall be released from and discharged of all liability under the Documents, and Developer shall have no further obligations with respect thereto, except for any liability incurred or attributable to a default or breach prior to the Closing Date.

8. Attached hereto as Exhibit E is a true, correct, and complete copy of the Order. The Order has not been modified, supplemented or amended in any way, except for those modifications, supplements or amendments, if any, attached hereto as part of Exhibit E. The Order remains in effect, and there is no proceeding pending or, to County's knowledge, threatened to modify, rescind or cancel the Order.

9. Without limiting the generality of the foregoing certifications, County also hereby certifies that, as of the Effective Date:

(a) Based solely upon County's reliance of Developer's certifications and representations set forth in the Completion Certificate filed by Developer with County and Trustee in accordance with **Section 4.5** of the Lease and without any further independent investigation by County, to the best of County's knowledge, information and belief, the purchase, construction, improvement and installation of the Project has been substantially completed in material accordance with the Plans and Specifications as of the Effective Date and all costs and expenses incurred in the purchase, construction, improvement and installation of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by Developer.

(b) County has been advised by the Trustee under the Indenture that the total principal amount of the outstanding Bonds as of the Effective Date is \$38,637,832.

(c) County has not asserted any claim for indemnification from Developer under any of the Documents, and County is not aware of and has not been notified of, as of the Effective Date, any fact, event or circumstance that could be the basis of any such claim for indemnification.

(d) There is no suit, action, proceeding or audit pending or, to the knowledge of County, threatened against or affecting County or the Project under the Lease, at law or in equity, or before or by any court, administrative agency, or other governmental authority which brings into question the validity of the Lease or which, if determined adversely against County or the Project, might result in any adverse change to the leasehold interest under the Lease.

(e) Developer has provided to County all reports, certifications, notices or similar documents required to be submitted by Developer under the Documents through the Effective Date.

(f) Company has filed its Annual Compliance Report for the October 31, 2019 Test Date (the “**2019 Annual Compliance Report**”) with County as required by **Section 3.3** of the Performance Agreement. Pursuant to Company’s 2019 Annual Compliance Report, Company has certified to County that Company maintains a minimum 46 Qualifying Jobs at the Project Site as of the October 31, 2019, Test Date in accordance with **Section 3.3(b)** of the Performance Agreement. Based solely upon such certifications provided by Company in the 2019 Annual Compliance Report, as of the Effective Date, Company has satisfied its requirement to maintain a minimum of 46 Qualifying Jobs on the Project Site in order to avoid an increase to the PILOT Payments due on or before the current calendar year ending December 31, 2019, as described in **Section 3.3** of the Performance Agreement. Therefore, no adjustment to the PILOT Payments scheduled to become due on or before December 31, 2019, as described in **Section 3.3** of the Performance Agreement will occur unless Company subsequently notifies County that Company has overstated the number of Qualifying Jobs maintained at the Project Site as of the October 31, 2019, Test Date, as originally certified in the 2019 Annual Compliance Report, and notifies County that the actual number of Qualifying Jobs as of the October 31, 2019, Test Date is below the minimum of 46 Qualifying Jobs required to be maintained at the Project Site in accordance with **Section 3.3** of the Performance Agreement.

(g) To the best of County’s knowledge, information and belief, there are no outstanding or unpaid fees, costs, charges, assessments or other amounts owed by Developer to County with respect to the Project.

(h) County deems this Consent, Agreement and Estoppel Certificate as constituting any and all notices of the transactions described herein that might otherwise be required under the Documents.

10. County represents and warrants that it has all right, power, and authority to bind itself, and to execute and deliver this Consent, Agreement and Estoppel Certificate.

11. County, and Trustee with respect to the provisions of the second and last sentence of Section 6 hereof, make the above agreements and certifications to and for the benefit and protection of Buyer and Developer, and with the intent and understanding that they will be justifiably relied upon by them or any of them.


IN WITNESS WHEREOF, the undersigned have executed this Consent, Agreement and Estoppel Certificate as of the date first above written.

**BOONE COUNTY, MISSOURI**

[SEAL]

By:   
Name: Daniel K. Atwill  
Title: Presiding Commissioner

ATTEST

By:   
Name: Brianna L. Lennon  
Title: County Clerk

**BOKF, N.A., as Trustee**

By: \_\_\_\_\_

**EXHIBIT A**

**THE PERFORMANCE AGREEMENT**

**EXHIBIT B**

**THE LEASE**

**EXHIBIT B**



**EXHIBIT C**

**BOND PURCHASE AGREEMENT**

**EXHIBIT D**  
**THE INDENTURE**

**EXHIBIT E**  
**THE ORDER**

## AGREEMENT, NOTICE AND ACKNOWLEDGEMENT

THIS AGREEMENT, NOTICE AND ACKNOWLEDGMENT (hereinafter referred to as the "Agreement"), dated January 14, 2020, is made by and among **BOONE COUNTY, MISSOURI**, the County, having an address at 801 E. Walnut, Room 112, Columbia, Missouri 65201 (the "Issuer"); **RCS – S&W FACILITY, LLC**, a Colorado limited liability company, having an address at 371 Centennial Parkway, Suite 200, Louisville, Colorado 80027 ("Borrower"); and **BBVA USA**, an Alabama banking corporation, having an office at 999 18<sup>th</sup> Street, Suite 2800, Denver, Colorado 80202 ("Lender").

### RECITALS:

A. In connection with the issuance of the Taxable Industrial Development Revenue Bonds (Smith & Wesson Corp. Project), Series 2017 issued by the Issuer ("Bonds") to fund the construction of certain improvements on the certain real property located in Columbia, Boone County, Missouri described on Exhibit A attached hereto and incorporated herein by reference (together with improvements thereon, the "Property"), (1) Borrower's predecessor in interest conveyed the Property to the Issuer pursuant to a deed and (2) the Issuer has demised all of its interest in the Property to Borrower for a certain term pursuant to that certain Lease Agreement dated as of December 1, 2017 made between the Issuer, as landlord, and Borrower, as tenant (together with all amendments, options, extensions and renewals thereof made from time to time, the "Bond Lease").

B. Under the terms of the Bond Lease, Borrower has been granted the option to purchase the Property from the Issuer, subject to certain conditions set forth therein ("Purchase Option").

C. Lender intends to extend a loan in the maximum principal amount of \$32,160,900.00 to Borrower (the "Loan", pursuant to that certain Loan Agreement made between Borrower and Lender on even date herewith ("Loan Agreement").

D. As a condition to funding the Loan, Lender requires, among other things, that (1) Borrower grant a leasehold deed of trust to Lender as security for the Loan encumbering all Borrower's interest in the Property under the Bond Lease (together with all amendments, extensions, renewals and replacements thereof made from time to time, the "Leasehold Mortgage"); (2) Borrower pledge all of its right, title and interest in the Bonds to Lender as security for the Loan pursuant to a Pledge and Security Agreement made by Borrower for the benefit of Lender on even date herewith (the "Bond Pledge"); (3) the Issuer consents to the Leasehold Mortgage; (4) the Issuer consents to the Bond Pledge; (5) Issuer agrees, that upon any termination of the Bond Lease, it will provide a new lease to Lender on the same terms and with the same priority as the Bond Lease; and (6) Borrower and the Issuer agree that the Purchase Option will not be exercised except in compliance with the Loan Agreement.

E. Borrower and the Issuer desire to enter into this Agreement in order that Borrower may benefit from the Loan.

**NOW, THEREFORE**, the parties hereto intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Recitals.** All of the above Recitals are hereby incorporated herein by reference and are made a part hereof.

2. **Consent to Leasehold Mortgage; Notice of Bond Lease Default; Right to Cure.** The Issuer hereby consents to the Leasehold Mortgage and acknowledges this Agreement constitutes any notice of such Leasehold Mortgage that is required under the Bond Lease to avail Lender of all of the rights of a "leasehold mortgagee", a "Financing Party" or a holder of "Financing Documents" thereunder. Issuer and Borrower hereby agree for the benefit of Lender that the Bond Lease shall not be modified or amended without the prior written consent of Lender. The Issuer hereby agrees to provide Lender with notice of any default by Borrower under the Bond Lease simultaneously with the giving of any such notice by the Issuer (or by the trustee for the Bonds on the Issuer's behalf) to Borrower and agrees that at any time before the rights of Borrower shall have been forfeited or adversely affected because of any default of Borrower, but in any event, not less than 30 days after Lender has received a notice in accordance with this Section, Lender may, but shall have no obligation to, do any other act or thing required of Borrower by the terms of the Bond Lease, and all payments so made and all things so done and performed by Lender shall be as effective to prevent the rights of Borrower from being forfeited or adversely affected because of any default under the Bond Lease as the same would have been if done and performed by Borrower, provided however if the default is of a nature such that it cannot be cured within said 30 days, such cure period shall be extended as is necessary for Lender to cure such default provided Lender commences to cure the default within said 30 days and continues thereafter to prosecute such cure with diligence to completion. The following address of Lender shall be used for the purpose of providing notice to Lender under the Bond Lease:

BBVA USA  
999 18th Street, Suite 2800  
Denver, Colorado 80202

3. **Bond Pledge.** Borrower hereby represents to the Issuer that under the terms of the Bond Pledge, all voting, consent or approval rights that Borrower would otherwise be entitled to exercise with respect to the Bonds under the Indenture (as defined in the Bonds), the Bond Lease or otherwise, shall be vested in Lender. The Issuer hereby consents to the Bond Pledge and hereby agrees to look exclusively to Lender for any such voting, consent or approval with respect to the Bonds until the Issuer has been notified in writing by Lender that the Loan has been repaid in full.

4. **Purchase Option.** Borrower and the Issuer hereby agree that the Purchase Option shall not be exercised except in compliance with the Loan Agreement and that any attempt by the parties hereto to exercise the Purchase Option or to otherwise convey the Property to Borrower other than in compliance with the Loan Agreement shall be null and void.

**5. Replacement Lease.** If the Bond Lease terminates for any reason, other than the redemption of the Bonds and/or the exercise of the Purchase Option by the Borrower then the Issuer shall, upon request of Lender, enter into a replacement lease with the Lender, on the same terms and with the same priority as the Bond Lease. In order to obtain a replacement lease, Lender must make a written request to Issuer for the replacement lease within thirty (30) days after Lender is notified by Issuer of the effective date of termination, rejection or disaffirmance of the Bond Lease, as the case may be. If Lender, or the party so designated by the Lender, shall have entered into a replacement lease with Landlord pursuant to this Section, then any default under the Bond Lease shall be deemed cured. Lender's rights and obligations under this Section are in addition to, and not limited by, Lender's right to cure under the Bond Lease. The provisions of this Section are a separate and independent contract made by Issuer and Lender. From the effective date of termination, rejection or disaffirmance of the Bond Lease to the date of execution and delivery of such replacement lease or the expiration of the period during which Lender may make a request, Lender may, upon payment of any sums as may be due from Borrower, use and enjoy the leasehold estate created by the Bond Lease in accordance with the terms of the Bond Lease (other than the curing of those defaults that cannot be cured by the payment of money and the performance of any covenants which cannot be performed by the payment of money), without hindrance by Issuer.

**6. Sublease Recognition.** If the Bond Lease terminates, Issuer shall not disturb the possession, interest, or quiet enjoyment of any subtenant under a sublease of the Bond Lease that is not in default beyond applicable cure periods under such sublease. If Lender obtains a new lease from Issuer in accordance with Section 5 hereof, Issuer agrees to assign all of such subleases to Lender effectively making them subleases of such new lease.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK;  
SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be duly executed as of the day and year first written above.

**ISSUER:**

**BOONE COUNTY, MISSOURI**

By: 

Print Name: Daniel K. Atwill

Title: Presiding Commissioner

[SEAL]

ATTEST

By: 

Name: Brianna L. Lennon

Title: County Clerk

**BORROWER:**

**RCS – S&W FACILITY, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



**LENDER:**

**BBVA USA**, an Alabama banking corporation

By: \_\_\_\_\_

Name: Andy Kolos

Title: Senior Vice President

EXHIBIT A

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 20

County of Boone } ea.

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

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Estoppel Certificate relating to the Smith & Wesson Corp. Project, a/k/a American Outdoor Brands Project, which was approved for a Chapter 100 industrial development bond issuance in Boone County Commission Order 528-2017. This Estoppel Certificate relates to the Stormwater Management/BMP Facilities Maintenance Agreement recorded in Book 4851, Page 47 of Boone County records and is being entered into at the request of American Outdoor Brands to facilitate "spin-off" business transactions previously announced by American Outdoor Brands and explained in a Press Release dated November 13, 2019, which is attached to this Order. The County Commission authorizes the Presiding Commissioner to execute said Estoppel Certificate.


Done this 14th day of January 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



*James Debney*  
*President, CEO*

To: All Vendor Partners

Date: November 13, 2019

**RE: Intended Spin-Off of Outdoor Products & Accessories Business**

---

Thank you for the role you play as a valued vendor and partner to our company. Over the years, we have worked hard to become a trusted provider of quality products for shooting, hunting, and rugged outdoor enthusiasts in the global consumer and professional markets, and your support has helped us keep that trust.

We are excited to share that today we announced our company's intention to spin-off our outdoor products and accessories business from our firearms business. This means that, when the transaction is completed late in 2020, we will become two separate, independent, publicly traded companies, each an industry leader positioned for long-term success:

Smith & Wesson Brands, Inc. will be an iconic firearm business with a 167-year history of delivering market leading, personal protection and sport-related firearms for consumers and professionals.

American Outdoor Brands, Inc. will be a growth-oriented provider of outdoor products and accessories for rugged outdoor enthusiasts.

We invite you to read our full press release on the announcement at [www.aob.com](http://www.aob.com) under the Investor Relations tab. We believe this action will provide each independent company and its leadership team with an enhanced ability to focus on its unique business characteristics, its core consumers, and its markets, unlocking even greater ways we can do business with you, our vendor partners.

Our news today has no immediate impact on the way in which our companies do business together. Our entire team remains focused on meeting and exceeding our customers' expectations. As we prepare for the spin-off transaction nearly a year from now, we will be working behind the scenes to establish independent systems that will ensure a seamless transition from your perspective. As we establish those systems and processes, we plan to communicate those details well in advance.

We remain enthusiastic about the future for both our firearms and outdoor products and accessories businesses. And we look forward to your support as we prepare for an exciting new future for Smith & Wesson and American Outdoor Brands.

Regards,

**ESTOPPEL CERTIFICATE**

**RYAN BOONE COUNTY, LLC**, a Minnesota limited liability company (“**Seller**”), and **RCS – S&W FACILITY, LLC**, a Colorado limited liability company (“**Purchaser**”), as assignee of Arsenault Holdings, LLC, a Colorado limited liability company, are parties to that certain Agreement To Purchase Ground Leasehold Interest and Escrow Instructions dated October 21, 2019, as amended by that certain First Amendment to Agreement to Purchase Ground Leasehold Interest and Escrow Instructions dated November 20, 2019 and by that certain Second Amendment to Agreement to Purchase Ground Leasehold Interest and Escrow Instructions dated November 25, 2019 and as assigned by Purchaser’s predecessor to Purchase pursuant to that certain Assignment and Assumption Agreement dated December 2, 2019 (collectively, the “**Purchase Agreement**”), wherein Seller agreed to sell and Purchaser agreed to purchase the Seller’s Leasehold Interest in certain real property described therein and in Exhibit A attached hereto (the “**Property**”) and the improvements located thereon. The Property is subject to that certain Stormwater Management/BMP Facilities Maintenance Agreement recorded January 24, 2018 in Boone County Official Records Book 4851, Page 47 (the “**Agreement**”) by and between the Seller and the County of Boone, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department (“**County**”).

In connection with Purchaser’s purchase of the Property, Purchaser intends to obtain a loan from BBVA USA (the “**Lender**”). The undersigned, on behalf of the County, hereby certifies to Purchaser and Lender, and their respective successors and assigns, that as of December 31, 2019:


1. The Agreement is in full force and effect and has not been amended, modified, changed, altered or supplemented except as specifically set forth above.
2. The stormwater management facilities and conveyances were constructed, operated, maintained and performed in accordance with the requirements of the Agreement.
3. The stormwater management facilities and improvements have been adequately inspected and maintained, with a copy of all inspection reports with evidence of any and all corrective action, if necessary, have been attached as Exhibit B.
4. The County has not performed any work to complete the Seller’s obligations, except as follows: (if None, so state) NONE
5. The Seller is not in default under the Agreement and to the best of the County’s knowledge, no event has occurred and no condition exists which, with the giving of notice or lapse of time, or both, will constitute a default under the Agreement.
6. The Seller has not outstanding amounts due under the Agreement.
7. The person or persons executing this Estoppel Certificate on behalf of the County, have the power and authority to execute this Estoppel Certificate and acknowledge that Purchaser and Lender and each of their respective successors and assigns are relying on them in connection with the Property.

This Estoppel Certificate shall inure to the benefit of and be enforceable by Purchaser and Lender and shall be binding upon the undersigned and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this Estoppel Certificate as of the date set forth above.

**ASSOCIATION:**

COUNTY OF BOONE, MISSOURI, a political subdivision of the State of Missouri, through its Resource Management Department

By:   
Name: Daniel K. Atwill  
Title: Presiding Commissioner

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Lot Two (2) of American Outdoor Brands Plat Number One (1), a subdivision in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 52, Page 68, Records of Boone County, Missouri.**

»

**EXHIBIT B**

**Inspection Reports and Corrective Measures, if any**



24-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20


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

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


Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation for roadway maintenance within Concord Estates Plat 1 – Berkley Drive.

Done this 14th day of January 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 \* INSPECTION (573) 886-4339 \* ENGINEERING (573) 886-4480

FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

---

## MEMO

**DATE:** January 10, 2020  
**TO:** Boone County Commission  
**FROM:** Jeff McCann, P.E., Chief Engineer, Boone County Resource Management *jm*  
**RE:** Recommendation for Roadway Acceptance  
Northern Portion of Berkley Drive in Concord Estates Plat 1

---

Commissioners,

Attached for your consideration for roadway maintenance acceptance is the New Roadway Construction Final Report for the following road within Concord Estates Plat 1, Sections 16 and 21, Township 48 North, Range 13 West, Boone County Missouri recorded in Book 12, Page 94:

- Berkley Drive, 696 Feet (From centerline of Elk Park Drive to southern limit)

This road was constructed by SSCC, Inc. for Wildwood Enterprises, LLC in accordance with the approved construction plans designed by Crockett Engineering Consultants, LLC.

**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: January 9, 2020

Date letter requesting acceptance received: November 6, 2019

Development Name: Concord Estates Plat 1

Roadway Name: Berkley Drive

Sheet 1 of 1

(If more than one roadway, fill out a separate form for each road.)

---

---

**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface: Asphalt w/Concrete Curb and Gutter

Roadway Width: 32' B-B

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 696' (From Centerline Elk Park Drive to Southern Limit)

ROW Width: 50'

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes  No

Curb & Gutter: None  Rollback  Barrier

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Jell McCann*

Chief Engineer's Signature

1/10/2020

Date

25 -2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 14th day of January 2020

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


Now on this day, the County Commission of the County of Boone does hereby release Letter of Credit No. 2100705028 issued by Landmark Bank in the amount of \$132,320.00 to secure the Development Agreement for Toalson Estates as shown by Commission Order 352-2019 and originally shown by Commission Order 321-2017.

Done this 14th day of January 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

26 -2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the 14th day of January 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc.


Terms of the agreement are stipulated in the attached Security Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 14th day of January 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Stormwater Erosion and Sediment Control Security Agreement

Date: December 20, 2019

Developer/Owner Name: Fred Overton Development Inc.  
Address: 2712 Chapel Wood View  
Columbia, MO 65201

Development: Perche Ridge Plat 1

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Perche Ridge Plat 1. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on October 18, 2019.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 10<sup>th</sup> day of December 2019, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$136,796.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- 5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 10, 2019, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 10, 2019, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
- 6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
- 7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
- 8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
- 9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: Fred Werton Dev by Fred Werton

Printed Name: Fred Werton

Title: owner

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

Stan Shawver  
Stan Shawver, Director Resource Management

County Commission:

Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon  
Brianna L. Lennon, Boone County Clerk

County Treasurer

Tom Darrough  
Tom Darrough, County Treasurer

Approved as to form:

C.J. Dykhouse  
C.J. Dykhouse, County Counselor





IRREVOCABLE LETTER OF CREDIT

NO. 0126516-0399

DATE: December 24, 2019

Amount: \$136,796.00

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **Central Bank of Boone County** for the account of Fred Overton Development, Inc., up to an aggregate amount of \$136,796.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Central Bank of Boone County** Letter of Credit #0126516-0399 Dated 12/26/19."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 26, 2020, provided further that upon such expiration, either at December 26, 2020, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:   
Dawn Shellabarger, Vice President

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Dawn Shellabarger, Vice President

Re: Central Bank of Boone County Letter of Credit No.: 0126516-0399  
Dated: 12/26/19  
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen: \_\_\_\_\_

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Central Bank of Boone County (the "Bank"), with reference to Irrevocable Letter of Credit No. 0126516-0399 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$ \_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Dawn Shellabarger, Vice President

Re: Central Bank of Boone County Letter of Credit No.: 0126516-0399  
Dated: 12/26/19  
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

This certificate authorizes reduction in the amount of \$\_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$\_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

27-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of

January

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 69-05DEC19 – MKT Trail Grading Services – Term & Supply to CL Richardson Construction Co., Inc. of Ashland, Missouri.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 14th day of January 2020.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: December 30, 2019  
RE: 69-05DEC19 – MKT Trail Grading Services – Term & Supply

Request for Bid *69-05DEC19 – MKT Trail Grading Services – Term & Supply* opened on December 05, 2019. One (1) bid was received. Facilities Maintenance recommends award to CL Richardson Construction Co., Inc. of Ashland, Missouri.

Invoices will be paid from department 6104 – Grounds Maintenance, account 60400 – Grounds Maintenance.

att: Bid Tab

cc: Doug Coley, Jody Moore / Facilities Maintenance  
Bid File

PRICING		C.L. Richardson Construction Co., Inc.				PRICING		C.L. Richardson Construction Co., Inc.			
4.8.	MOBILIZATION Equipment	Estimated events/year	Mileage Round Trip	Cost/Mile	Extended Cost	4.10.	Hourly Rates Equipment/ OPERATOR	Estimated hrs/yr	Standard rate/hour	Premium rate/hour	Extended Cost (Standard Rate)
1	Motor Grader Mfr/Model- <b>CAT 12G</b>	2	36	\$ 3.15	\$ 226.80	1	Motor Grader Mfr/Model- <b>CAT 12G</b>	32	\$ 152.25	\$ 228.38	\$ 4,872.00
2	Tractor w/8' box blade Mfr/Model- <b>JD 4010</b>	2	36	\$ 2.10	\$ 151.20	2	Tractor w/8' box blade Mfr/Model- <b>JD 4010</b>	32	\$ 115.50	\$ 173.25	\$ 3,696.00
3	Compaction Roller Mfr/Model- <b>Bomag 334</b>	2	36	\$ 2.10	\$ 151.20	3	Compaction Roller Mfr/Model- <b>Bomag 334</b>	32	\$ 110.25	\$ 165.38	\$ 3,528.00
4	Backhoe Mfr/Model- <b>CAT 416</b>	1	36	\$ 3.15	\$ 113.40	4	Backhoe Mfr/Model- <b>CAT 416</b>	8	\$ 115.50	\$ 173.25	\$ 924.00
5	Skid Steer Loader Mfr/Model- <b>CAT 262</b>	1	36	\$ 2.10	\$ 75.60	5	Skid Steer Loader Mfr/Model- <b>CAT 262</b>	8	\$ 115.50	\$ 173.25	\$ 924.00
6	Dozer/Loader Mfr/Model- <b>CAT D6</b>	1	36	\$ 3.15	\$ 113.40	6	Dozer/Loader Mfr/Model- <b>CAT D6</b>	8	\$ 141.75	\$ 212.63	\$ 1,134.00
7	Single Axle dump truck (8-9 ton loads).	1	36	\$ 2.10	\$ 75.60	7	Single Axle dump truck (8-9 ton loads)	8	\$ 94.50	\$ 141.75	\$ 756.00
8	Tandem axle dump truck (14-16 ton loads)	1	36	\$ 2.10	\$ 75.60	8	Tandem axle dump truck (14-16 ton loads).	8	\$ 115.50	\$ 173.25	\$ 924.00
9	Flatbed single axle dump truck (5-7 ton loads)	1	36	\$ 2.10	\$ 75.60	9	Flatbed single axle dump truck (5-7 ton loads)	8	\$ 94.50	\$ 141.75	\$ 756.00
10	One Ton dually flatbed dump truck (2-3 ton loads)	1	36	\$ 2.10	\$ 75.60	10	One Ton dually flatbed dump truck (2-3 ton loads)	8	\$ 89.25	\$ 133.88	\$ 714.00
4.9.	TOTAL COST FOR MOBILIZATION:			\$	1,134.00	4.11.	Equipment & Labor Total:			\$	18,228.00
4.12.	<b>BID TOTAL:</b>			\$	<b>19,362.00</b>						
4.14.	Maximum % Increase 1st Renewal Period			5%							
	Maximum % Increase 2nd Renewal Period			5%							
	Maximum % Increase 3rd Renewal Period			5%							
4.15.	Cooperative Pricing			Yes							

**PURCHASE AGREEMENT  
FOR  
MKT TRAIL GRADING**

**THIS AGREEMENT** dated the 14<sup>th</sup> day of January 2020 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **C.L. Richardson Construction Co., Inc.**, herein "Contractor".

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **MKT Trail Grading Services**, County of Boone Request for Bid number **69-05DEC19**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **December 5, 2019** and executed by **C.L. Richardson**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on the **January 01, 2020** and extend through **December 31, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items and services per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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

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

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




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

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

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

**C.L. RICHARDSON CONSTRUCTION CO., INC. BOONE COUNTY, MISSOURI**

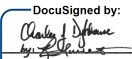
By  \_\_\_\_\_  
98E10EF265D044D...

Title President

By: Boone County Commission

 \_\_\_\_\_  
413345E007458  
Presiding Commissioner

APPROVED AS TO FORM:

 \_\_\_\_\_  
11318007CAE7

County Counselor


ATTEST:

 \_\_\_\_\_  
70001008E68E

County Clerk

**AUDITOR CERTIFICATION**

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

 \_\_\_\_\_  
11318007CAE7

Signature

1/7/2020

Date

6104/60400 – Term & Supply

Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

County of BoonePurchasing Department**4. Response Form:**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: C.L. Richardson Construction Co., Inc.
- 4.2. Address: 15475 Highway 63 South
- 4.3. City/Zip: Ashland, MO 65010
- 4.4. Phone Number: 573-657-9557
- 4.5. Fax Number: 573-657-1078
- 4.6. E-Mail Address: crumpd\_clr@yahoo.com
- 4.7. Federal Tax ID: 43-1688255
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

**4.8. PRICING****Mobilization**

	Equipment	Estimated events per year	Mileage – Round-trip to MKT Trail	Price per mile	Total Cost
4.8.1.	Motor Grader (2.2.1.) Mfr/Model: <u>CAT</u> <u>12G</u>	2	<u>36</u> miles	\$/ <u>3.15</u> mile	\$ <u>226.80</u>
4.8.2.	Tractor w/8' Box Blade (2.2.2.) Mfr/Model: <u>John</u> <u>DEERE 4010</u>	2	<u>36</u> miles	\$/ <u>2.10</u> mile	\$ <u>151.20</u>
4.8.3.	Compaction Roller (2.2.3.) Mfr/Model: <u>Bomag</u> <u>334</u>	2	<u>36</u> miles	\$/ <u>2.10</u> mile	\$ <u>151.20</u>
4.8.4.	Backhoe (2.2.4.) Mfr/Model: <u>CAT</u> <u>416</u>	1	<u>36</u> miles	\$/ <u>3.15</u> mile	\$ <u>113.40</u>
4.8.5.	Skid Steer Loader (2.2.5.) Mfr/Model: <u>CAT</u> <u>262</u>	1	<u>36</u> miles	\$/ <u>2.10</u> mile	\$ <u>75.60</u>
4.8.6.	Dozer/Loader (2.2.6.) Mfr/Model: <u>CAT</u> <u>D6</u>	1	<u>36</u> miles	\$/ <u>3.15</u> mile	\$ <u>113.40</u>

4.8.7.	Single Axle Dump Truck (8-9 ton loads)	1	<u>36</u> miles	\$ <u>2.10</u> /mile	\$ <u>75.60</u>
4.8.8.	Tandem Axle Dump Truck (14-16 ton loads)	1	<u>36</u> miles	\$ <u>2.10</u> /mile	\$ <u>75.60</u>
4.8.9.	Flatbed Single Axle Dump Truck (5-7 ton loads)	1	<u>36</u> miles	\$ <u>2.10</u> /mile	\$ <u>75.60</u>
4.8.10.	One Ton Dually Flatbed Dump Truck (2-3 ton loads)	1	<u>36</u> miles	\$ <u>2.10</u> /mile	\$ <u>75.60</u>

4.9. Total Cost for Mobilization: \$ 1,134.00

4.10. Hourly Rates:

4.10.1.	Equipment & Operator	Estimated Hours per Year	Standard Rate per hour	Premium Rate per hour	Total Cost (Standard Rate x Hours per Year)
4.10.2.	Motor Grader (2.2.1.)	32	\$ <u>152.25</u> /hr	<u>228.38</u> /hr	\$ <u>4,872.00</u>
4.10.3.	Tractor w/8' Box Blade (2.2.2.)	32	\$ <u>115.50</u> /hr	\$ <u>173.25</u> /hr	\$ <u>3,696.00</u>
4.10.4.	Compaction Roller (2.2.3.)	32	\$ <u>110.25</u> /hr	\$ <u>165.38</u> /hr	\$ <u>3,528.00</u>
4.10.5.	Backhoe (2.2.4.)	8	\$ <u>115.50</u> /hr	\$ <u>173.25</u> /hr	\$ <u>924.00</u>
4.10.6.	Skid Steer Loader (2.2.5.)	8	\$ <u>115.50</u> /hr	\$ <u>173.25</u> /hr	\$ <u>924.00</u>
4.10.7.	CAT D-5 Dozer/Loader (2.2.6.)	8	\$ <u>141.75</u> /hr	\$ <u>212.63</u> /hr	\$ <u>1,134.00</u>
4.10.8.	Single Axle Dump Truck (8-9 ton loads)	8	\$ <u>94.50</u> /hr	\$ <u>141.75</u> /hr	\$ <u>756.00</u>
4.10.9.	Tandem Axle Dump Truck (14-16 ton loads)	8	\$ <u>115.50</u> /hr	\$ <u>173.25</u> /hr	\$ <u>924.00</u>
4.10.10.	Flatbed Single Axle Dump Truck (5-7 ton loads)	8	\$ <u>94.50</u> /hr	\$ <u>141.75</u> /hr	\$ <u>756.00</u>
4.10.11.	One Ton Dually Flatbed Dump Truck (2-3 ton loads)	8	\$ <u>89.25</u> /hr	\$ <u>133.88</u> /hr	\$ <u>714.00</u>

4.11. Equipment & Labor Total: \$ 18,228.00

4.12. BID TOTAL: \$ 19,362.00

4.13. Statement of Bidder's Qualifications Included?  Yes  No

4.14. Maximum % Increase 1<sup>st</sup> Renewal Period: 5 %

Maximum % Increase 2<sup>nd</sup> Renewal Period: 5 %

Maximum % Increase 3<sup>rd</sup> Renewal period: 5 %

4.15. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes  No

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

Authorized Representative (Sign By Hand):



Type or Print Signed Name:

DAVE Richardson, President Date: 12/16/19  
C.L. Richardson Construction Co., Inc.

**References** – Bidder must provide three (3) references for services rendered to public/commercial clients who are similar in size and scope.

**Reference #1**

Individual Name: Donna Dunfy  
Company Name: Fabick & Company  
Address: One Fabick Dr, Fenton, MO 63026  
Telephone: 1-800-245-9188

**Reference #2**

Individual Name: Kevin Kormeier  
Company Name: Water & Sewer Supply  
Address: 2612 Paris Ad., Columbia, MO 65202  
Telephone: 573-474-8473

**Reference #3**

Individual Name: Doug Raithe  
Company Name: Raithe Brothers Const.  
Address: 5023 Shepherd Hills Rd., Jefferson City, MO 65101  
Telephone: 573-634-7986

(Please complete and return with bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

C. L. Richardson Const. Co., Inc.

DAVE Richardson, President

Name and Title of Authorized Representative



Signature

12/6/19

Date



**CERTIFICATION OF INDIVIDUAL BIDDER**

N/A

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

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

Applicant	Date	Printed Name

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

N/A

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

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

\_\_\_\_\_ Date \_\_\_\_\_ Signature

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

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

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

My Commission Expires:

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Boone )  
State of Missouri )SS.

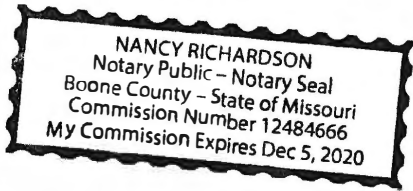
My name is DAVE Richardson am an authorized agent of C.L. Richardson Const. Co., Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

[Signature] 12/6/19  
Affiant Date  
DAVE Richardson, President  
Printed Name

Subscribed and sworn to before me this 6<sup>th</sup> day of Dec., 2019

[Signature]  
Notary Public





Company ID Number: 177491

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 177491

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

Employer C. L. Richardson Construction Company, Inc.

**Charles Richardson**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/08/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/08/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 177491

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

Name:	Debbie A Crump	Fax Number:	(573) 657 - 1078
Telephone Number:	(573) 657 - 9557		
E-mail Address:	crumpd_clr@yahoo.com		
Name:	Charles L. Richardson	Fax Number:	(573) 657 - 1078
Telephone Number:	(573) 657 - 9557		
E-mail Address:	crumpd_clr@yahoo.com		

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: 67 If not under present firm name, list previous firm names and types of organizations.

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

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<u>See Attached</u>			

3. General type of product sold and manufactured:

Rock

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

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

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

5. List banking references:

Central Bank - Donna Zumwalt  
405 E. Bdwy., Ashland, MO 65010

Dated at Ashland, MO  
this 6<sup>th</sup> day of December, 2019.

C.L. Richardson Construction Co., Inc  
Name of Organization(s)  
By [Signature]  
DAVE RICHARDSON  
President  
(Title of person signing)

**C.L. RICHARDSON  
CONSTRUCTION CO.**

**PROJECTS IN PROGRESS**

**12/1/19**

<b>TOTAL</b>	<b>PROJECT</b>	<b>LOCATION</b>	<b>CONTACT - PHONE NO.</b>	<b>SCHEDULED COMPLETION</b>
Work as Needed	Boone County - Earth Moving Services T&S 4/1/19-3/31/20	Boone County, MO	Phil Fichter, BoCo Purchasing, 573-886-4392	Mar-20
Work as Needed	McBaine Levee District Term & Supply 2019-2020	Columbia, MO	Floyd Turner, City of Columbia, 573-874-6210	Dec-20
Work as Needed	MKT Trail Grading Term & Supply 2019-2020	Boone County	Bob Davidson, Bo.Co. Fac. Mgmt., 573-886-4394	Dec-20
\$ 1,696,863.52	The Baptist Home (Site Work, Sewer, Water, Stormwater)	Ashland, MO	Steve Long, slong@thebaptisthome.org	Aug-20
\$ 107,801.00	MO River A-1 & Morrison Levees	Chamois/Morrison, MO	Dan Curtin, USACE, 816-240-8131	Aug-20
\$ 1,230,093.00	2018 Water Distribution System Improvements	Boone County, MO	Travis Bruemmer, Bartlett & West, 573-634-3181	Jun-20
\$ 250,000.00	P&M Properties - Site Clearing	Ashland, MO	Larkin Powers, 573-489-1236	Jul-20
\$ 271,000.00	Ashland YMCA - Site Work	Ashland, MO	Leslie Backstrom, Architects Alliance, 573-489-1236	Mar-20
\$ 478,219.00	MSHP Firing Range - Site Clearing	Jefferson City, MO	Mike, GBH Builders, 573-893-3633	Apr-20
\$ 4,033,976.52				



**Standard Terms and Conditions**

**Robert Wilson, Buyer**  
573/886-4392 - FAX 573/886-4390

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
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14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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



*Request for Bid (RFB)*

**Boone County Purchasing**  
613 E. Ash Street, Room 113  
Columbia, MO 65201

**Robert Wilson, Buyer**  
(573) 886-4393 – Fax: (573) 886-4390  
Email: [rwilson@boonecountymmo.org](mailto:rwilson@boonecountymmo.org)

**Bid Number: 69-05DEC19**  
**Commodity Title: Grading MKT Trail**

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

***Bid Submission Address and Deadline – Bid Closing***

Day / Date: **Thursday – December 5, 2019**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 111  
Columbia, MO 65201  
Directions: The Purchasing Office is located on the Northeast corner at 7<sup>th</sup> and Ash Street. Enter the building from the South Side. Wheelchair accessible entrance is available.

***Bid Opening***

Day / Date: **Thursday – December 5, 2019**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 111  
Columbia, MO 65201

***Bid Contents***

- 1.0: Introduction & General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
  - Debarment Certificate
  - Certification of Individual Bidder
  - Affidavit
  - Work Authorization Certification
  - Standard Terms and Conditions
  - Statement of Bidder's Qualifications

**C. L. RICHARDSON CONST.**  
**15475 HWY. 63 S**  
**ASHLAND, MO 65010**

Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
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  - 2) the provisions of the Bid;
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**2. Primary Specifications**

- 2.1. **ITEMS/SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of labor and equipment for grading of Boone County’s portion of the MKT Trail, 3662 Scott Boulevard, Columbia, Missouri, and occasional grading and excavating work at other Boone County Properties.
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- 2.2.8. **Compensation** – Compensation at the hourly rate will begin when work commences on site. County will compensate for actual hours worked by each piece of equipment according to the contract rate. County will not compensate while equipment is on standby. Compensation for equipment in use will include time for delays incidental to the work such as waiting for materials or for staff to move signs. County will **guaranty a minimum payment of two hours** provided that the County requested the equipment to be on site and that the equipment and operator was available for service.
- 2.2.9. **Hours of Work** – Hours of work must be coordinated with the Director of Facilities Maintenance before commencement. Work will begin within seven calendar days of notification unless otherwise arranged. The County anticipates most work to be done between the hours of 6:00am to 6:00pm, Monday through Friday. The County will pay a premium rate for hours greater than eight hours in any given workday or for weekend work.
- 2.2.10. **Work Zone Signage** - Contractor is responsible for all signage or barriers. Minimum signage shall be 36” square with black letters placed on the diagonal on an orange field warning of work ahead placed on stands at each end of the trail and within 500 feet each direction of the work zone. County staff will be available to assist with the signage and flagging.
- 2.3. **CONTRACTOR’S RESPONSIBILITIES** -
- 2.3.1. Contractor shall provide well-maintained equipment and skilled operators.
- 2.3.2. Contractor shall provide all fuel for the equipment and all repair work to the equipment.
- 2.3.3. Contractor shall coordinate all work with the Director of Facilities Maintenance.
- 2.3.4. Contractor shall follow all state, federal, and local requirements unless these specifications note exceptions.
- 2.3.5. Contractor shall exercise caution when working near marked utilities. County will schedule underground utility locates before any excavation work.
- 2.3.6. Contractor shall repair or make satisfactory restitution for any damage to the property of others.
- 2.3.7. Contractor shall be aware that pedestrians and bicyclists will be using the trail and take necessary precautions and minimize inconvenience.
- 2.4. **PREVAILING WAGE** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.5. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

- 2.5.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.5.3. **Business Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.5.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.5.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.



- 2.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.7. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- 2.8. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

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

- 2.9. **SALES/USE TAX EXEMPTION:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.10. **Invoices:** The County’s purchase order number must appear on the invoice. All contracted work done for the County on a “time and material” basis must include the following information with all invoices:
  - 1. Name of the County location where work was performed.
  - 2. Date(s) work performed.
  - 3. Itemized list of material, if any.
  - 4. Itemized cost of material, if any.
  - 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.10.1. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.

- 2.11. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, 4 days prior to bid opening, to Robert Wilson, Buyer. Boone County Purchasing, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Phone: (573) 886-4393 Fax: (573) 886-4390 or Email: [rwilson@boonecountymmo.org](mailto:rwilson@boonecountymmo.org)
- 2.12. **Designee** – Doug Coley, Facilities Maintenance Director, 613 E. Ash Street, Room 107, Columbia, MO 6520.
- 2.13 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

**3. Response Presentation and Review**

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



**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash Street, Room 113  
Columbia, MO 65201

**Robert Wilson, Buyer**  
(573) 886-4393 – Fax: (573) 886-4390  
Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

**Bid Number: 69-05DEC19**  
**Commodity Title: Grading MKT Trail**

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

**Bid Submission Address and Deadline – Bid Closing**

Day / Date: **Thursday – December 5, 2019**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 111  
Columbia, MO 65201  
Directions: The Purchasing Office is located on the Northeast corner at 7<sup>th</sup> and Ash Street. Enter the building from the South Side. Wheelchair accessible entrance is available.

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**Bid Contents**

- 1.0: Introduction & General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form  
Debarment Certificate  
Certification of Individual Bidder  
Affidavit  
Work Authorization Certification  
Standard Terms and Conditions  
Statement of Bidder's Qualifications

**Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
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- 2.2.6. **Dozer/Loader** – Dozer shall be equivalent to a CAT D-5.

- 2.2.7. **Mobilization** – Mobilization fees shall cover all costs associated with transporting scheduled labor and equipment to and from the site for each event. An event is work conducted within one day or consecutive workdays. Workdays planned to be consecutive but interrupted by weather, mechanical breakdown, contractor scheduling conflicts, or other occurrences beyond the control of the County will count as one event. Contractor shall bid a unit price per mile for mobilization. The County shall calculate the mobilization fee for each piece of scheduled equipment by multiplying the contract rate and the round-trip mileage from contractor’s shop to the job site. For purposes of this bid, contractor shall indicate the round-trip mileage to the MKT trail terminus at McBaine. If the work site is another County facility, the County shall calculate fees according to the bid unit price per mile and actual round-trip mileage. Equipment may be stored overnight on site by prior arrangement with the Director of Facilities Maintenance. County assumes no liability for equipment stored on site or while in use.
- 2.2.8. **Compensation** – Compensation at the hourly rate will begin when work commences on site. County will compensate for actual hours worked by each piece of equipment according to the contract rate. County will not compensate while equipment is on standby. Compensation for equipment in use will include time for delays incidental to the work such as waiting for materials or for staff to move signs. County will **guaranty a minimum payment of two hours** provided that the County requested the equipment to be on site and that the equipment and operator was available for service.
- 2.2.9. **Hours of Work** – Hours of work must be coordinated with the Director of Facilities Maintenance before commencement. Work will begin within seven calendar days of notification unless otherwise arranged. The County anticipates most work to be done between the hours of 6:00am to 6:00pm, Monday through Friday. The County will pay a premium rate for hours greater than eight hours in any given workday or for weekend work.
- 2.2.10. **Work Zone Signage** - Contractor is responsible for all signage or barriers. Minimum signage shall be 36” square with black letters placed on the diagonal on an orange field warning of work ahead placed on stands at each end of the trail and within 500 feet each direction of the work zone. County staff will be available to assist with the signage and flagging.
- 2.3. **CONTRACTOR’S RESPONSIBILITIES** -
- 2.3.1. Contractor shall provide well-maintained equipment and skilled operators.
- 2.3.2. Contractor shall provide all fuel for the equipment and all repair work to the equipment.
- 2.3.3. Contractor shall coordinate all work with the Director of Facilities Maintenance.
- 2.3.4. Contractor shall follow all state, federal, and local requirements unless these specifications note exceptions.
- 2.3.5. Contractor shall exercise caution when working near marked utilities. County will schedule underground utility locates before any excavation work.
- 2.3.6. Contractor shall repair or make satisfactory restitution for any damage to the property of others.
- 2.3.7. Contractor shall be aware that pedestrians and bicyclists will be using the trail and take necessary precautions and minimize inconvenience.
- 2.4. **PREVAILING WAGE** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.5. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.



- 2.5.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.5.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.5.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.5.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

- 2.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.7. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- 2.8. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

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

- 2.9. **SALES/USE TAX EXEMPTION:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.10. **Invoices:** The County’s purchase order number must appear on the invoice. All contracted work done for the County on a “time and material” basis must include the following information with all invoices:
  - 1. Name of the County location where work was performed.
  - 2. Date(s) work performed.
  - 3. Itemized list of material, if any.
  - 4. Itemized cost of material, if any.
  - 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.10.1. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.

- 2.11. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, 4 days prior to bid opening, to Robert Wilson, Buyer. Boone County Purchasing, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Phone: (573) 886-4393 Fax: (573) 886-4390 or Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)
- 2.12. **Designee** – Doug Coley, Facilities Maintenance Director, 613 E. Ash Street, Room 107, Columbia, MO 6520.
- 2.13. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

**3. Response Presentation and Review**

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

**County of Boone**

**Purchasing Department**

**4. Response Form:**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1.  Corporation

Partnership - Name \_\_\_\_\_

Individual/Proprietorship - Individual Name \_\_\_\_\_

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

**4.8. PRICING**

**Mobilization**

	<b>Equipment</b>	<b>Estimated events per year</b>	<b>Mileage – Round-trip to MKT Trail</b>	<b>Price per mile</b>	<b>Total Cost</b>
4.8.1.	<b>Motor Grader (2.2.1.)</b> Mfr/Model: _____	<b>2</b>	_____ miles	\$/_____ mile	\$ _____
4.8.2.	<b>Tractor w/8' Box Blade (2.2.2.)</b> Mfr/Model: _____	<b>2</b>	_____ miles	\$/_____ mile	\$ _____
4.8.3.	<b>Compaction Roller (2.2.3.)</b> Mfr/Model: _____	<b>2</b>	_____ miles	\$/_____ mile	\$ _____
4.8.4.	<b>Backhoe (2.2.4.)</b> Mfr/Model: _____	<b>1</b>	_____ miles	\$/_____ mile	\$ _____
4.8.5.	<b>Skid Steer Loader (2.2.5.)</b> Mfr/Model: _____	<b>1</b>	_____ miles	\$/_____ mile	\$ _____
4.8.6.	<b>Dozer/Loader (2.2.6.)</b> Mfr/Model: _____	<b>1</b>	_____ miles	\$/_____ mile	\$ _____

4.8.7.	<b>Single Axle Dump Truck (8-9 ton loads)</b>	<b>1</b>	_____ miles	\$/_____ /mile	\$ _____
4.8.8.	<b>Tandem Axle Dump Truck (14-16 ton loads)</b>	<b>1</b>	_____ miles	\$/_____ /mile	\$ _____
4.8.9.	<b>Flatbed Single Axle Dump Truck (5-7 ton loads)</b>	<b>1</b>	_____ miles	\$/_____ /mile	\$ _____
4.8.10.	<b>One Ton Dually Flatbed Dump Truck (2-3 ton loads)</b>	<b>1</b>	_____ miles	\$/_____ /mile	\$ _____

4.9. Total Cost for Mobilization: \$ \_\_\_\_\_

4.10. Hourly Rates:

4.10.1.	<b>Equipment &amp; Operator</b>	<b>Estimated Hours per Year</b>	<b>Standard Rate per hour</b>	<b>Premium Rate per hour</b>	<b>Total Cost (Standard Rate x Hours per Year)</b>
4.10.2.	<b>Motor Grader (2.2.1.)</b>	<b>32</b>	\$ _____ /hr	\$ _____ /hr	\$ _____
4.10.3.	<b>Tractor w/8' Box Blade (2.2.2.)</b>	<b>32</b>	\$ _____ /hr	\$ _____ /hr	\$ _____
4.10.4.	<b>Compaction Roller (2.2.3.)</b>	<b>32</b>	\$ _____ /hr	\$ _____ /hr	\$ _____
4.10.5.	<b>Backhoe (2.2.4.)</b>	<b>8</b>	\$ _____ /hr	\$ _____ /hr	\$ _____
4.10.6.	<b>Skid Steer Loader (2.2.5.)</b>	<b>8</b>	\$ _____ /hr	\$ _____ /hr	\$ _____
4.10.7.	<b>CAT D-5 Dozer/Loader (2.2.6.)</b>	<b>8</b>	\$ _____ /hr	\$ _____ /hr	\$ _____
4.10.8.	<b>Single Axle Dump Truck (8-9 ton loads)</b>	<b>8</b>	\$ _____ /hr	\$ _____ /hr	\$ _____
4.10.9.	<b>Tandem Axle Dump Truck (14-16 ton loads)</b>	<b>8</b>	\$ _____ /hr	\$ _____ /hr	\$ _____
4.10.10.	<b>Flatbed Single Axle Dump Truck (5-7 ton loads)</b>	<b>8</b>	\$ _____ /hr	\$ _____ /hr	\$ _____
4.10.11.	<b>One Ton Dually Flatbed Dump Truck (2-3 ton loads)</b>	<b>8</b>	\$ _____ /hr	\$ _____ /hr	\$ _____

4.11. Equipment & Labor Total: \$ \_\_\_\_\_

4.12. **BID TOTAL:** \$ \_\_\_\_\_

4.13. Statement of Bidder's Qualifications Included? \_\_\_\_\_ Yes \_\_\_\_\_ No

4.14. Maximum % Increase 1<sup>st</sup> Renewal Period: \_\_\_\_\_ %

Maximum % Increase 2<sup>nd</sup> Renewal Period: \_\_\_\_\_ %

Maximum % Increase 3<sup>rd</sup> Renewal period: \_\_\_\_\_ %

4.15. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

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

Authorized Representative (Sign By Hand):

\_\_\_\_\_

Type or Print Signed Name:

\_\_\_\_\_

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

**References** – Bidder must provide three (3) references for services rendered to public/commercial clients who are similar in size and scope.

**Reference #1**

Individual Name: \_\_\_\_\_

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

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

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

**Reference #2**

Individual Name: \_\_\_\_\_

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

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

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

**Reference #3**

Individual Name: \_\_\_\_\_

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

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

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



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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Name and Title of Authorized Representative

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Signature

---

Date

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:





## *Standard Terms and Conditions*

**Robert Wilson, Buyer**  
573/886-4392 - FAX 573/886-4390

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form in separate envelope appropriately designated.)

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

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

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

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

3. General type of product sold and manufactured:

\_\_\_\_\_

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

(a) Number of contracts on which default was made: \_\_\_\_\_

(b) Description of defaulted contracts and reason therefor:

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

5. List banking references:

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

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

this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

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

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

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



*“No Bid” Response Form*

**Boone County Purchasing**  
613 E. Ash, Room 113  
Columbia, MO 65201  
Robert Wilson, Buyer  
(573) 886-4393– Fax: (573) 886-4390

---

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 69-05DEC19 – Grading of MKT Trail Term and Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 14th day of January 2020


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

Now on this day, the County Commission of the County of Boone does hereby approve Sole Source Contract 149-123119SS – TimeClock Plus Hardware, Maintenance and Support with TimeClock Plus of San Angelo, Texas.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Sole Source Request Form.

Done this 14th day of January 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** January 6, 2020  
**RE:** Sole Source Agreement –149-123119SS – TimeClock Plus Hardware, Maintenance and Support

Attached for signature and approval is a Sole Source Request Form from Boone County Information Technology, # 149-123119SS for TimeClock Plus Hardware and Hardware Maintenance/Support.

TimeClock Plus software and support was purchased through our ERP contract with Central Square Technologies. This purchase is for the hardware and hardware maintenance/support which can only be purchased directly from TimeClock Plus of San Angelo, Texas.

Equipment and maintenance will be paid from the following department/account numbers:

1170 / 92301 / \$1687.53 - Equipment  
6100 / 92301 / \$8,437.65 - Equipment  
2040 / 92301 / \$5,062.62 - Equipment  
1170 / 60050 / \$346.71 - Maintenance  
6100 / 60050 / \$1,040.13 - Maintenance  
2040 / 60050 / \$1,040.13 - Maintenance

**TOTAL: \$18,308.19**

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Tribune on December 13, 2019.

**ATT** Sole Source Request

**cc:** Aron Gish, Julia Lutz, Amanda Melton, Trudy Fisher, IT / Sole Source File

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office</b>	Information Technology
<b>Person Requesting</b>	Aron Gish
<b>Date Requested</b>	12/6/19
<b>Contact Phone Number</b>	573-886-4315

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature 12/22/19 Date

SOLE SOURCE NUMBER: 149-12311955  
(Assigned by Purchasing)

COMMISSION APPROVAL: Dan K. [Signature] Signature 1.14.20 Date

Expiration Date: 20 through 20 on-going on maintenance One Time Purchase (check)

<b>Vendor Name</b>	TimeClock Plus	Vendor # 15997
<b>Vendor Address</b>	1 Time Clock Drive	San Angelo, TX 76904
<b>Vendor Phone and Fax</b>	325-223-9500	800-749-8463
<b>Product Description</b>	Timeclock hardware, hardware maintenance and support (Got hardware support from Central Square)	
<b>Estimated Cost</b>	\$18,740.10	
<b>Department/Account #s) / Amt. Budgeted</b>	2040-92301 - \$6100 - \$9,000, 1170 -\$1800, 92301	

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - X Only Known Source-Similar equipment or material not available from another vendor**
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
  - Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.  
**\* 9 RDT Touch 400 Timeclocks with maintenance and support.**
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.  
**\* TimeClock Plus software only supports physical timeclocks designed and manufactured by their company.**
4. What research has been done to verify this vendor as the only known source?  
**\* The vendor has confirmed they do not have distributors of their hardware and the items must be purchased directly from them.**
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?  
 Yes (please attach a list of known sources)  
 **X No**
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.  
**\* Yes, TimeClock Plus software only supports physical timeclocks designed and manufactured by their company.**
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?  
**\* We expect to purchase support and maintenance on a regular cycle from the vendor.**
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).  
**\* 3 of the initial units are replacements for current electronic timeclocks used at Road and Bridge. The other units are replacement for manual punch timeclocks that will be replaced with the new TimeClock Plus software. Original equipment was purchased to meet a specific need at the time, prior to a centralizing a time management system and an ERP system.**
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)  
Please provide document numbers.
10. What are the consequences of not securing this specific commodity/material?
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
  - **This will be needed annually for maintenance and support.**

TimeClock Plus, LLC  
 1 Time Clock Drive, San Angelo, TX 76904  
 325 223-9500 800 749-8463  
 sales@timeclockplus.com

Quote	Customer	Quote Date	Tax Exempt Number
485086	274345	12/11/2019	12464848

CUSTOMER
Boone County MO 613 E Ash St Columbia, MO 65201-4432

Rep	Entry	Method of Shipment	Method of Payment
MROLLWITZ	ZHOAG	UPS Ground	Purchase Order Net30

Stock No.	Ordered	Description	Unit Cost	Total
Proximity Hardware (\$15,103.80)				
244-112	9	RDT Touch 400 HID Proximity ↳ Power over Ethernet Module 802.3af	1,678.20	15,103.80
Annual Hardware Maintenance and Support (\$3,120.39)				
1099-240	1	Hardware Maintenance (Exchange Replacement Service) (12/06/2018-12/05/2020) ↳ Cyber 2019 Pricing - 1/2 Off 1st Year	6,240.78 (3,120.39)	6,240.78 (3,120.39)

Valid for 9 days. Expires 12/20/2019.



Product Total: 21,344.58  
 Discount: (3,120.39)  
 Subtotal: 18,224.19  
 S & H: 84.00  
 Total: 18,308.19

November 2019

Boone County  
Purchasing Division  
801 E. Walnut  
Columbia, MO 65201

County Officials,

CentralSquare strives to build vendor relationships that provide our customers with the best possible solutions. Our third-party Solution Provider program helps our customers identify trusted, compliant, third-party products that extend the functionality of their investment.

We are pleased to recommend TimeClock Plus as our only vendor relationship in the time and attendance space with full integration for our Financial Enterprise product.

In addition, we acknowledge that the following software and hardware products are manufactured only by TimeClock Plus.

- TimeClock Plus V7 – Express, Standard and Professional Workforce Management Software
- TimeClock Plus V7 – Payroll Modules, Automation Modules, and Reports
- TCP Cloud – SaaS Hosting Services
- RDT-G 300 and 400 Series Terminals
- TCP Direct Adapters – ERP Integrators

All primary repair and support services are performed by TimeClock Plus from their corporate headquarters in San Angelo, Texas.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

*Karen Mummah*

Karen Mummah  
Director Pricing Development  
karen.mummah@centralsquare.com

## Melinda Bobbitt

---

**From:** Amanda Melton  
**Sent:** Wednesday, December 11, 2019 4:54 PM  
**To:** Melinda Bobbitt  
**Subject:** FW: Sole Source  
**Attachments:** Boone County\_TimeClock Sole Source Letter\_Nov 2019.pdf

↑ sole source letter dated Nov 2019

The attached letter is from our TCP representative, but I will contact him to see if he can write up a Sole Source letter with their logo and whatnot.



### Amanda Melton • Project Manager

Boone County Government, Missouri  
Information Technology Department  
801 E Walnut, Room 220, Columbia MO 65201  
tel:573-886-7231 fax:573-886-4322 [amelton@boonecountymmo.org](mailto:amelton@boonecountymmo.org)  
<http://www.showmeboone.com>

---

**From:** Mason Rollwitz <[Mason.Rollwitz@Timeclockplus.com](mailto:Mason.Rollwitz@Timeclockplus.com)>  
**Sent:** Monday, November 25, 2019 12:15 PM  
**To:** Julia Lutz <[JLutz@boonecountymmo.org](mailto:JLutz@boonecountymmo.org)>  
**Cc:** Amanda Melton <[AMelton@boonecountymmo.org](mailto:AMelton@boonecountymmo.org)>  
**Subject:** RE: Sole Source

Julia,

Please see attached.

Best regards,

### Mason Rollwitz

*Account Executive*

Office: 325-223-9500 ext. 7664 | Cell: 325-763-9122

[mason.rollwitz@timeclockplus.com](mailto:mason.rollwitz@timeclockplus.com) | [www.timeclockplus.com](http://www.timeclockplus.com)



**TimeClock Plus**<sup>®</sup>  
a better sense of time..

---

**From:** Julia Lutz [<mailto:JLutz@boonecountymmo.org>]  
**Sent:** Monday, November 25, 2019 11:51 AM  
**To:** Mason Rollwitz <[Mason.Rollwitz@Timeclockplus.com](mailto:Mason.Rollwitz@Timeclockplus.com)>  
**Cc:** Amanda Melton <[AMelton@boonecountymmo.org](mailto:AMelton@boonecountymmo.org)>  
**Subject:** Sole Source

[EXTERNAL EMAIL]

Hi Mason,

Could we get a sole source document from TCP stating that you are the only ones that can sell these terminals to us?

Thank you,  
Julia



**Julia Lutz** • *Application Development and Support Manager*

Boone County Government, Missouri

Information Technology Department

801 E Walnut, Room 220, Columbia MO 65201

tel:573-886-4443 fax:573-886-4322 [jlutz@boonecountymo.org](mailto:jlutz@boonecountymo.org)

<http://www.showmeboone.com>

\*\*\* This message is only intended for the initial recipient(s). The content of this message is not to be copied or distributed without consent of the original author. \*\*\*



# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



613 E. Ash St.-Rm 110  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

**To:** [Classifieds@columbiatribune.com](mailto:Classifieds@columbiatribune.com)  
**From:** Melinda Bobbitt, Director of Purchasing  
**RE:** Advertisement for Sole Source Purchase  
**Date:** December 12, 2019

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

**149-123119SS - Timeclock hardware, hardware maintenance and support from TimeClock Plus of San Angelo, TX**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 5:00 p.m. on December 23, 2019. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

Insertion date: Friday, December 13, 2019  
COLUMBIA TRIBUNE

**NOTICE OF INTENT TO MAKE  
SINGLE FEASIBLE SOURCE PUR-  
CHASE**

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Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

**Insertion date:** Friday, December 13, 2019

**Acc.Id:** 11873  
**Name:** BC PURCHASING  
**Phone:** 573-886-4392  
**Address:** 613 E ASH ST RM 110  
**City:** COLUMBIA  
**State:** MO  
**Postcode:** 65201  
**Class:** 1000 Legals  
**Edition:** CDT  
**Start:** 12/13/2019  
**Stop:** 12/13/2019  
**Issues:** 1  
**Units:** 35.00  
**Order ID:** CC 2081816  
**TFN:** C  
**TFN cycle:**  
**Rep:** JBAILEY  
**Status:** HO  
**Source:** EM  
**Paytype:** BI  
**Rate:** LG  
**Cost EXC GST:** 32.85  
**Tax:** 0.00  
**Total Charge:** 32.85  
**Printed on:** 12/12/2019 11:05:40  
**Printed by:** JBAILEY

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



613 E. Ash St.-Rm 110  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

---

**To:** Melody Cook (884-0003)  
[cookmr@missouri.edu](mailto:cookmr@missouri.edu); [advertising@columbiamissourian.com](mailto:advertising@columbiamissourian.com)

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** December 12, 2019

**The following is a sole source purchase advertisement. Please call if you have any questions.**

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Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

Insertion date: Friday, December 13, 2019  
COLUMBIA MISSOURIAN

**Page** : 1 of 1 12/12/2019 14:07:18  
**Order Number** : 31005566  
**PO Number** :  
**Customer** : L8864390 Boone Co. Purchasing  
**Contact** :  
**Address1** : 613 East Ash  
**Address2** :  
**City St Zip** : Columbia MO 65201  
**Phone** : (573) 886-4392  
**Fax** : (573) 886-4390  
**Credit Card** :  
**Printed By** : Cook, Melody R.  
**Entered By** : Cook, Melody R.  
  
**Keywords** : 149-123119SS  
**Notes** :  
**Zones** :

**Ad Number** : 31017543  
**Ad Key** : 31005566  
**Salesperson** : 67 - Legal Acct  
**Publication** : Columbia Missourian  
**Section** : Classified Section  
**Sub Section** : Classified Section  
**Category** : Legal Notices 1300  
**Dates Run** : 12/13/2019-12/13/2019  
**Days** : 1  
**Size** : 1 x 2.90, 29 lines  
**Words** : 133  
**Ad Rate** : Open  
**Ad Price** : 18.85  
**Amount Paid** : 0.00  
**Amount Due** : 18.85

**NOTICE OF INTENT TO  
 MAKE SINGLE FEASIBLE  
 SOURCE PURCHASE**

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

149-123119SS - Timeclock hardware, hardware maintenance and support from TimeClock Plus of San Angelo, TX

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 5:00 p.m. on December 23, 2019. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPO  
 Director, Boone County Purchasing  
 COLUMBIA MISSOURIAN  
 Insertion date: December 13, 2019

29-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 14th day of January 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza by the Mid-Missouri Chapter of Military Officers Association on May 25, 2020 from 6:00 am to 3:00 pm.


Done this 14th day of January 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

Daniel K. Atwill, Presiding Commissioner  
Fred J. Parry, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

## Boone County Commission

### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: **Mid-Missouri Chapter of Military Officers Association**

Address: **4605 Summer Brook Ct**

City: **Columbia** State: **MO** ZIP Code: **65203**

Phone: **573 445 4551**

Website:

Individual Requesting Use: **LTC Thomas Corcoran USA, Ret**

Position in Organization: **Chapter Past-President**

Address: **4605 Summer Brook Ct**

City: **Columbia** State: **MO** ZIP Code: **65203**

Phone: **573 639 7446** Email: **tecorcoran1@msn.com**

Event: **Memorial Day Wreath-Laying Ceremony**

Description of Use (ex. Concert, speaker, 5K): **Wreath Laying by local organizations**

Date(s) of Use: **Monday May 25, 2020**

Start Time of Setup: **6:00** AM/PM

Start Time of Event: **8:30** AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: **2:00** AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: **3:00** AM/PM

Emergency Contact During Event: **Tom Corcoran** Phone: **576 639 7446**

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: Will use local media to promote public attendance.

100-150

How many attendees (including volunteers) do you anticipate being at your event?

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. County Sheriff's Department, Columbia Police and Fire Departments will monitor the event. Air Force ROTC Cadets will also assist.

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

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

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

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_\_ # adults per \_\_\_\_\_ # minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be **selling** food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be **selling** alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_  
\_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?  
 Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: LTC Tom Corcoran Courthouse Ceremony Chair

Address: 4605 Summer Brook Ct. Columbia, MO 65203

Phone Number: 573 445 4551

Date of Application: Jan 7, 2020

Email Address: tecorcoran1@msn.com

Signature: *Thomas E. Corcoran*

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymmo.org](mailto:commission@boonecountymmo.org).**

**PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA**

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

*Bramma L. Lennon*  
County Clerk

BOONE COUNTY, MISSOURI

*Shirley K. [Signature]*  
County Commissioner

DATE: 1.14.2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 14th day of January 2020

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Quarter III 2019 Minutes, beginning on 7/2/2019 through 9/24/2019.

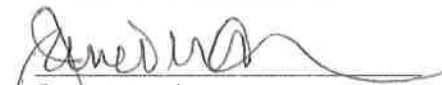
Done this 14th day of January 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 14th day of January 20 20  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Quarter IV 2019 Minutes, beginning on 10/1/2019 through 12/31/2019.

Done this 14th day of January 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner