

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19331

Sponsor(s): Tony Miller

Date: December 5, 2016

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Transferring \$191,011.38 within the Parks + Rec Department Budget and authorizing the purchase of McCune Property Survey, grounds equipment, vehicles, Pole Lights with installation under the terms and conditions of Jackson County Term and Supply Contract No. 60-14, Iowa Department of Transportation Contract No. 4425-5, National IPA Contract No. 120-535, Johnson County, KS Contract No. 2016-002, National Joint Powers Alliance (NJPA) Contract No. MO03A-031516-IEC, NJPA Contract No. 082114-MSL, existing government contracts.</u>																										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$191,011.85</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$191,011.85</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$191,011.85</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM:</td> <td></td> </tr> <tr> <td>003-1602-55010 Park Fund, Maintenance & Operations, Regular Salaries</td> <td style="text-align: right;">\$191,011.85</td> </tr> <tr> <td>TO:</td> <td></td> </tr> <tr> <td>003-1601-56790 Park Fund, Director's Office, Other Contractual Services</td> <td style="text-align: right;">\$18,600.00</td> </tr> <tr> <td>003-1602-58110 Park Fund, Maintenance & Operations, Heavy Machinery & Equipment</td> <td style="text-align: right;">\$24,156.38</td> </tr> <tr> <td>003-1602-58120 Park Fund, Maintenance & Operations, Automobiles</td> <td style="text-align: right;">\$109,364.00</td> </tr> <tr> <td>003-1608-58060 Park Fund, Construction Services, Other Improvements</td> <td style="text-align: right;">\$38,891.47</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A			Amount authorized by this legislation this fiscal year:	\$191,011.85	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$191,011.85	Amount budgeted for this item * (including transfers):	\$191,011.85	Source of funding (name of fund) and account code number:		FROM:		003-1602-55010 Park Fund, Maintenance & Operations, Regular Salaries	\$191,011.85	TO:		003-1601-56790 Park Fund, Director's Office, Other Contractual Services	\$18,600.00	003-1602-58110 Park Fund, Maintenance & Operations, Heavy Machinery & Equipment	\$24,156.38	003-1602-58120 Park Fund, Maintenance & Operations, Automobiles	\$109,364.00	003-1608-58060 Park Fund, Construction Services, Other Improvements	\$38,891.47
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PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):																										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 816-881-3465																										
REQUEST SUMMARY	The Parks + Rec Department would like to transfer funds within their budget and purchase a McCune Property Survey in northeast Jackson County along the Little Blue Trace Trail to separate the tract of land along the trail from the entire tract for the remaining property to be sold, Two Pole Lights with Installation for 140 th & Holmes Baseball Complex, new equipment and vehicles for department use as follows:																										
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Purchase Description</th> <th>Contract Information</th> <th>Vendor Name & Location</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>McCune Property Survey</td> <td>Jackson County Term & Supply Contract No. 60-14</td> <td>Bartlett & West Blue Springs, MO</td> <td style="text-align: right;">\$18,600.00</td> </tr> <tr> <td>Pole Lights</td> <td>NJPA 082114-MSL</td> <td>Musco Sports Lighting, LLC Oskaloosa, IA</td> <td style="text-align: right;">\$19,191.00</td> </tr> <tr> <td>Pole Light Installation</td> <td>NJPA MO03A-031516-IEC</td> <td>Infinite Energy Construction Kansas City, MO</td> <td style="text-align: right;">\$19,700.47</td> </tr> <tr> <td>John Deere Gator</td> <td>Iowa DOT 4425-5</td> <td>Deere & Company Cary, NC</td> <td style="text-align: right;">\$12,414.47</td> </tr> </tbody> </table>			Purchase Description	Contract Information	Vendor Name & Location	Amount	McCune Property Survey	Jackson County Term & Supply Contract No. 60-14	Bartlett & West Blue Springs, MO	\$18,600.00	Pole Lights	NJPA 082114-MSL	Musco Sports Lighting, LLC Oskaloosa, IA	\$19,191.00	Pole Light Installation	NJPA MO03A-031516-IEC	Infinite Energy Construction Kansas City, MO	\$19,700.47	John Deere Gator	Iowa DOT 4425-5	Deere & Company Cary, NC	\$12,414.47				
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Greens Pro 1240	National IPA 120-535	Professional Turf Products Lenexa, KS	\$11,741.91
Four Ford F-350	Johnson County, KS 2016-002	Dick Smith Ford Raytown, MO	\$109,364.00
Total			\$191,011.85

Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of McCune Property Survey from Bartlett & West of Blue Springs, MO under the terms and conditions of Jackson County Term & Supply Contract No. 60-14, Pole Lights from Musco Sports Lighting, LLC of Oskaloosa, IA under the terms and conditions of NJPA Contract No. 082114-MSL, Pole Light Installation from Infinite Energy Construction of Kansas City, MO under the terms and conditions of NJPA MO03A-031516-IEC, John Deere Gator from Deere & Company of Cary, NC under the terms and conditions of Iowa Department of Transportation Contract No. 4425-5, Greens Pro 1240 from Professional Turf Products of Lenexa, KS under the terms and conditions of National IPA Contract No. 120-535 and Four Ford F-350s from Dick Smith Ford of Raytown, MO under the terms and conditions of Johnson County, KS Contract No. 2016-002, all existing government contracts.

The Director of Finance and Purchasing recommends the purchases be made under these contracts due to the higher volume discounts offered to larger government entities and/or buying groups.

The Director of Finance and Purchasing also requests the transfer of \$191,011.85 within the Parks + Rec Department's budget as follows:

	FROM:	TO:
003-1602-55010 Park Fund, Maintenance & Operations, Regular Salaries	\$191,011.85	
003-1601-56790 Park Fund, Director's Office, Other Contractual Services		\$ 18,600.00
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003-1608-58060 Park Fund, Construction Services, Other Improvements		\$ 38,891.47

CLEARANCE

- Tax Clearance Completed (Purchasing & Department)
- Business License Verified (Purchasing & Department) N/A
- Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

ATTACHMENTS

Memorandum from Dianne Kimzey, Parks + Rec Department; Quotes from Bartlett & West, Musco sports Lighting, Infinite Energy Construction, Deere & Co, Professional Turf Products, Dick Smith Ford; Pertinent pages from NJPA, IADOT, National IPA Contracts and Johnson County, KS Board of County Commissioner Annotated Agenda 11/17/16 with email from Johnson County, KS Purchasing Department.

REVIEW

Department Director: <i>Margaret Johnson</i>	Date: <i>11-23-16</i>
Finance (Budget Approval): If applicable <i>[Signature]</i>	Date: <i>11/29/16</i>
Division Manager: <i>Mary Lou Brown</i>	Date: <i>12/1/16</i>
County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY
Parks + Rec

22807 Woods Chapel Road
 Blue Springs, Missouri 64015
 MakeYourDayHere.com

Michele Newman, Director
 (816) 503-4800
 Fax: (816) 795-1234

MEMORANDUM

TO: Jessica Johnson, Purchasing Department

FROM: Dianne Kimzey, Parks + Rec Department *DK*

DATE: November 17, 2016

RE: RLA for equipment purchases and capital projects

The Parks Department is requesting legislative action necessary to approve the following purchases in the 2017 Budget:

<u>Vendor</u>	<u>Item</u>	<u>Quote</u>
Deere & Co	Gator Utility Vehicle	\$ 12,414.47
Dick Smith Ford	(4) Ford 350 Trucks	\$109,364.00
Professional Turf Products	Roller	\$ 11,741.91
Survey – McCune	Bartlett & West	\$ 18,600.00
Musco Lighting	Lights for 140 th	\$ 19,191.00
Infinite Energy Constr.	Light Installation	\$ 19,700.47
	Total	\$191,011.85

Quotes were obtained from the vendors in accordance with existing government contracts.

If you need any additional information, please do not hesitate to contact me.



Frank White, Jr., County Executive



November 4, 2016

Mr. Brian Nowotny
 Jackson County Parks and Recreation
 22807 Woods Chapel Road
 Blue Springs, Mo. 64015

Re: McCune property located in Sections 21 and 22, Township 50 North, Range 31 West Jackson County, Missouri.

Dear Mr. Nowotny:

Please find enclosed the proposed scope and fee to complete a property survey of a +208-acre tract as shown on Exhibit "A" located in Sections 21 and 22-50-31. The proposed Scope of Services we will provide to you will be as follows:

Scope of Services:

- 1) Research for subject property and adjoining properties. This includes getting copies of deeds, surveys and subdivision plats of the properties that are adjacent to the subject property.
- 2) Locate and verify the existing property corners for the above mentioned property and adjoining properties.
- 3) Download survey data and complete survey calculations for the above mentioned property.
- 4) Establish subdivision line for property split as shown in provide information.
- 5) Draft a survey plat for the above mentioned property.
- 6) Set property corners for the tracts.
- 7) Submit the plat of survey to Jackson County Parks and Recreation for recording.
- 8) Provide to Mr. Nowotny 2 copies of the recorded survey plat.
- 9) Provide a property description of the above mentioned tracts.
- 10) The Boundary Survey will comply with the current ACSM standards for a property boundary survey.
- 11) Bartlett & West shall publish on the Plat of Survey the coordinates for each corner of the boundary survey. Coordinates shall be based on NAD 83 Missouri State Plane Coordinate System, West Zone.
- 12) Bartlett & West shall provide to Jackson County, a digital copy of the boundary survey.

Schedule:

Bartlett & West shall commence our efforts within 10 calendar days of receipt of notice to proceed and shall complete our services within 45 days after we commence, weather permitting.

1719 Southridge Dr | Suite 100 | Jefferson City, MO 65109-4000
 573.634.3181 | FAX 573.634.7904 | 866.869.8031
www.bartwest.com



Printed on Recycled Paper

Fee:

Bartlett and West will provide the above services on an hourly rate basis using the rates established in our current On-Call agreement with Jackson County dated November 20, 2014 and billed on a monthly basis for services performed. The total fee charged will not exceed Eighteen Thousand Six Hundred dollars (\$18,600.00).

Sincerely,



Dustin E. Kaiser, PLS
Survey Manager

Enc. Exhibit "A"





100 1st Ave West • PO Box 808 • Oskaloosa, IA 52577
 Phone: (800) 825-6020 • Fax: (888) 397-8736
 •E-mail: rick.vandusseldorp@musco.com

Project: 140th & Holmes BB Replacement Poles Proposal

Date: 11/16/2016

**Attention: Tina Spallo
 National Joint Powers Alliance**

Master Project 170558

Contract # 082114-MSL

Expiration 9/16/2018

Category: Facility & MRO

Sub Category: Athletic Field. Court & Parking Lot Lighting Systems

Quotation Price-

The fee for services rendered including: Materials, Freight and Services as listed below:

Plus applicable sales tax.

Scope of Service

Musco proposes the following service:

- NW Field A1 Pole- Musco to provide (1) 60' Light Structure Pole w/ Base, (5) 1500w SC2 Fixtures, (1) 5P Pole Top Fitter, (1) 5 Position Electrical Components Enclosure, Pole Harness: **\$10,493.00**
- SW Field A1 Pole- Musco to provide (1) 60' Sports Pole w/ Base, Replacement mounting hardware to re-mount existing cross-arm and existing Electrical Components Enclosure, Pole Harness: **\$6,248.00**
- Musco to provide a stamped foundation drawing (at time of order placement): **\$500.00**
- Freight is included.

Total: \$17,241.00

Adder: Musco to provide the Labor & Lift to final aim field fixtures as needed once operational: \$1,950.00

Musco highly recommends this service as technicians may need to adjust fixtures on additional poles to compensate for the new pole heights / locations.

In connection with the Services, Musco will provide basic services as listed above. If additional time or materials are needed to complete the Project, Musco will obtain Customer's consent before proceeding.

Notes

- Based upon IBC 2012 115MPH EXP C Wind-speed Criteria
- Voltage to be confirmed at time of order placement.
- Confirmation of new pole locations at time of order placement.
- Contractor Scope- Assume 30" Bore, 10' Deep, 1.2 yards concrete backfill for foundations.
 NW A1 Pole- Install foundation, Assemble new pole, stand pole, set J-Box and extend pole service wire to new pole location (if required).
 SW A1 Pole- Remove existing pole. Install Foundation, transfer fixtures, cross-arm, ECE from existing pole to new pole, install pole harness, Stand Pole, set J-Box and extend pole service wire to new pole location (if required).

Environmental Compliance Notice

HID lamps contain Mercury (Hg), a hazardous substance that is regulated by state and/or federal law, and must be managed according to disposal laws. HID lamps removed from service contain mercury and will have transport arranged for delivery to a recycling facility.

Payment Terms

Payment terms net 30 days from delivery. **Late payment will be subject to service charges of 1 ½% per month (18% APR).** Any additional materials required will be charged at an additional price. In addition, Customer shall pay and be responsible for when due all local applicable sales, use, franchise, gross receipts, or similar taxes relating to this Agreement. If any payment is not made when due, Customer will pay a delinquent charge of 1-1/2% for each month or portion of a month, that a past due balance remains unpaid. Customer agrees to pay all cost (including reasonable attorney's fees and court costs) associated with collecting any delinquent amounts due. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

Licenses and Permits

MUSCO, a non-union organization, requires Customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

Nonliability

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

Prices are good for acceptance and delivery for 90 days only, unless such time is extended in writing. If you have any questions regarding the quotation, please call me at 800-825-6020 .

Sincerely,



Rick Van Dusseldorp
Lighting Services Sales Representative
Musco Sports Lighting
800-825-6020 Ext 2087
888-397-8736 fax
rick.vandusseldorp@musco.com



Work Order Signature Document

NJPA EZIQC Contract No.: MO03A-031516-IEC			
<input checked="" type="checkbox"/>	New Work Order	<input type="checkbox"/>	Modify an Existing Work Order
Work Order Number:	045550.00	Work Order Date:	11/17/2016
Owner PO No:			
Work Order Title:	Jackson County - Pole light replacement		
Owner Name:	County of Jackson	Contractor Name:	Infinite Energy Construction, Inc.
Contact:	Tina Spallo	Contact:	Tim Albertson
Phone:	816-503-4872	Phone:	816-763-7471

Work to be Performed
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MO03A-031516-IEC.
<u>Brief Work Order Description:</u>
Demo one existing pole light and install 2 new poles and lights.

Time of Performance	<i>See Schedule Section of the Detailed Scope of Work</i>
Duration	
Liquidated Damages	Will apply: <input type="checkbox"/> Will not apply: <input checked="" type="checkbox"/>

Work Order Firm Fixed Price: \$19,700.47
Owner Purchase Order Number:

Approvals

Owner	Date	Contractor	Date
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Detailed Scope of Work

To: Tim Albertson
Infinite Energy Construction. Inc.
13625 Oak St
Kansas City, MO 64145
816-763-7471

From: Tina Spallo
County of Jackson
415 East 12th Street, Room G-1
Kansas City, MO 64016
816-503-4872

Date Printed: November 17, 2016

Work Order Number: 045550.00

Owner PO No:

Work Order Title: Jackson County - Pole light replacement

Brief Scope: Demo one existing pole light and install 2 new poles and lights.

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

KCMO 140th & Holmes Sports Field 1) This project will consist of cutting up and hauling off 2 field lights, one has been taken down by the weather and one will be taken down by crane and disassembled for use on new pole. 2) Two Pole bases will be removed to below grade and covered with existing soil. 3) Existing electrical feeds to poles will be located, dug up, spliced and refed to new poles. 4) New Musco poles (provided by owner) will be assembled. 5) Bases will be drilled 30" in diameter and 10' deep. 6) Musco concrete pole base will be lowered into base hole, aligned and encased in concrete per Musco. 7) After curing period new 60' poles will be installed on new pole bases. 8) New conduits and wiring will be installed into the new poles. 9) Power will be applied for testing of new poles. EXCLUSIONS IN BID IEC cannot be held responsible for the lamps and ballasts either existing or owner provided. Rock Excavation Any work relating to removal of any existing hazardous materials. Bonds, fees, and allowances Utility fees Permits Taxes

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: November 17, 2016

Re: IQC Master Contract #: MO03A-031516-IEC
Work Order #: 045550.00
Owner PO #:
Title: Jackson County - Pole light replacement
Contractor: Infinite Energy Construction, Inc.
Proposal Value: \$19,700.47

01 - General Requirements	\$4,085.54
03 - Concrete	\$641.67
26 - Electrical	\$12,072.14
31 - Earthwork	\$1,774.79
33 - Utilities	\$1,126.33
Proposal Total	\$19,700.47

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: November 17, 2016
Re: IQC Master Contract #: MO03A-031516-IEC
 Work Order #: 045550.00
 Owner PO #:
 Title: Jackson County - Pole light replacement
 Contractor: Infinite Energy Construction, Inc.
 Proposal Value: \$19,700.47

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 22 23 00 0106		DAY	48' Bucket Truck With Full-Time Operator	\$1,873.35
				Installation	
				Quantity	Unit Price
				2.00 x	852.61 x
				Factor	Total
				1.0986 =	1,873.35
				Truck for setting of new poles And Demo of old	
2	01 22 23 00 0509		DAY	4' Maximum Trench Depth, Ride-On Trencher With Full-Time Operator	\$201.74
				Installation	
				Quantity	Unit Price
				0.25 x	734.55 x
				Factor	Total
				1.0986 =	201.74
3	01 22 23 00 0872		DAY	8 To 9 Ton Lift Hydraulic Crane With Full-Time Operator	\$1,138.37
				Installation	
				Quantity	Unit Price
				1.00 x	1,036.20 x
				Factor	Total
				1.0986 =	1,138.37
4	01 22 23 00 1207		DAY	4 CY Rear Dump Truck With Full-Time Truck Driver	\$440.26
				Installation	
				Quantity	Unit Price
				0.50 x	801.50 x
				Factor	Total
				1.0986 =	440.26
				To Haul Off spoils	
5	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$329.58
				Installation	
				Quantity	Unit Price
				2.00 x	150.00 x
				Factor	Total
				1.0986 =	329.58
6	01 74 13 00 0003		CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.	\$102.24
				Installation	
				Quantity	Unit Price
				6.00 x	15.51 x
				Factor	Total
				1.0986 =	102.24
				From Digging of new poles	

Subtotal for 01 - General Requirements \$4,085.54

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
03 - Concrete					
7	03 31 13 00 0018		CY	Direct Chute, Place 3,000 PSI Concrete Continuous Footings	\$641.67
				Installation	
				Quantity	Unit Price
				4.00 x	146.02 x
				Factor	Total
				1.0986 =	641.67
8	03 31 13 00 0018 0033		MOD	For 4,000 PSI Concrete, Add	\$0.00
				Installation	
				Quantity	Unit Price
				0.00 x	9.93 x
				Factor	Total
				1.0986 =	0.00

Subtotal for 03 - Concrete \$641.67

Contractor's Price Proposal - Detail Continues..

Work Order Number: 045550.00
Work Order Title: Jackson County - Pole light replacement

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
26 - Electrical						
9	26 05 19 16 0124		MLF	#6 AWG Cable - Type THHN-THWN, 600 Volt Single Stranded Copper, Underground Feeder And Branch Circuit	\$633.72	
			Installation	Quantity 0.52 x Unit Price 1,109.32 x Factor 1.0986 = Total 633.72		
10	26 05 33 13 1751		LF	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial	\$270.26	
			Installation	Quantity 100.00 x Unit Price 2.46 x Factor 1.0986 = Total 270.26		
11	26 05 33 13 1764		EA	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$92.94	
			Installation	Quantity 4.00 x Unit Price 21.15 x Factor 1.0986 = Total 92.94		
12	26 05 83 00 0125		EA	4 Port, #14 to 2, Gel Tap Splice Kit	\$434.39	
			Installation	Quantity 12.00 x Unit Price 32.95 x Factor 1.0986 = Total 434.39		
13	26 56 68 00 0011		EA	60' Steel Tapered Pole With Precast Concrete Foundation Sleeve	\$5,424.76	
		X	Installation	Quantity 2.00 x Unit Price 1,645.96 x Factor 1.0986 = Total 3,616.50		
		X	Demolition Labor Only and Demo	Quantity 2.00 x Unit Price 822.98 x Factor 1.0986 = Total 1,808.25		
14	26 56 68 00 0019		EA	Four Light Bracket	\$819.78	
			Installation	Quantity 1.25 x Unit Price 596.96 x Factor 1.0986 = Total 819.78		
			One 5 light bracket instead of four			
15	26 56 68 00 0026		EA	120 or 270 Volt, Sportlite Fixtures Complete with 1,000 Watt Metal Halide Lamp, Hook Cord And Plug	\$1,894.43	
		X	Installation	Quantity 5.00 x Unit Price 344.88 x Factor 1.0986 = Total 1,894.43		
16	26 56 68 00 0026 0248		MOD	For 1,500 Watt Metal Halide Lamp, Add	\$0.00	
			Installation	Quantity 0.00 x Unit Price 7.71 x Factor 1.0986 = Total 0.00		
17	26 56 68 00 0031		EA	Electrical Component Enclosure For 5 Lights, Pole Mounted	\$2,501.86	
			Installation	Quantity 2.00 x Unit Price 1,138.66 x Factor 1.0986 = Total 2,501.86		

Subtotal for 26 - Electrical \$12,072.14

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			

31 - Earthwork

18	31 13 13 00 0011		EA	>12" To 24" Diameter Stump Removal Includes excavation necessary to remove stump and loading.	\$351.84
			Installation	Quantity 2.00 x Unit Price 160.13 x Factor 1.0986 = Total 351.84	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 045550.00
Work Order Title: Jackson County - Pole light replacement

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
31 - Earthwork					
19	31 23 16 13 0007		CY	Excavation For Trenching By Hand In Soil Includes stockpiling excess materials and trimming sides and bottom of trench.	\$19.16
			Installation	Quantity Unit Price Factor Total	
				0.22 x 79.26 x 1.0986 = 19.16	
				Hand loading and cleanup	
20	31 23 16 13 0044		LF	Backfill 6" Wide, 24" Deep Trench, With Compaction	\$41.75
			Installation	Quantity Unit Price Factor Total	
				100.00 x 0.38 x 1.0986 = 41.75	
21	31 63 36 00 0012		LF	30" Hole Drilled/Auger Up To 24' Depth	\$1,362.04
			Installation	Quantity Unit Price Factor Total	
				20.00 x 61.99 x 1.0986 = 1,362.04	

Subtotal for 31 - Earthwork **\$1,774.79**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
33 - Utilities					
22	33 05 16 13 0108		EA	10" x 12", 15" Depth, 5,000 LB Design Load, Open Bottom, Straight Sides, Polymer Concrete Handhole Enclosure	\$1,126.33
			Installation	Quantity Unit Price Factor Total	
				4.00 x 256.31 x 1.0986 = 1,126.33	

Subtotal for 33 - Utilities **\$1,126.33**

Proposal Total **\$19,700.47**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Quote Id: 14348447

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

LAWN & LEISURE - LEES SUMMIT
706 Se Blue Parkway
Lees Summit, MO 64063
816-524-6695
KraftS@LawnandLeisure.com

Prepared For:
Jackson County Parks



Lawn & Leisure

www.lawnandleisure.com
SALES SERVICE & PARTS
SINCE 1975

*Two locations to serve you.
Lee's Summit-Blue Springs*



Proposal For:
Jackson County Parks

Delivering Dealer:

W.r. Vietze

LAWN & LEISURE - LEES SUMMIT
706 Se Blue Parkway
Lees Summit, MO 64063

816-524-6695

KraftS@LawnandLeisure.com

Quote Prepared By:

w.r. vietze

816-590-9424

vietzee@lawnandleisure.com

Date: 15 November 2016

Offer Expires: 15 December 2016

Confidential



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 LAWN & LEISURE - LEES SUMMIT
 706 Se Blue Parkway
 Lees Summit, MO 64063
 816-524-6695
 KraftS@LawnandLeisure.com

Quote Summary

Prepared For:
 Jackson County Parks
 MO

Delivering Dealer:
LAWN & LEISURE - LEES SUMMIT
 W.r. Vietze
 706 Se Blue Parkway
 Lees Summit, MO 64063
 Phone: 816-524-6695
 Mobile: 816-590-9424
 vietzee@lawnandleisure.com

Quote ID: 14348447
Created On: 15 November 2016
Last Modified On: 15 November 2016
Expiration Date: 15 December 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Gator TH 6X4 Diesel (MY16) Contract: IA DOT Grounds Care Equipment 4425-5 (PG 0N) Price Effective Date: November 15, 2016	\$ 12,414.47 X	1 =	\$ 12,414.47
Equipment Total			\$ 12,414.47

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 12,414.47
	Trade In	
	SubTotal	\$ 12,414.47
	Total	\$ 12,414.47
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 12,414.47

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 14348447 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 LAWN & LEISURE - LEES SUMMIT
 706 Se Blue Parkway
 Lees Summit, MO 64063
 816-524-6695
 KraftS@LawnandLeisure.com

JOHN DEERE Gator TH 6X4 Diesel (MY16)

Hours:

Stock Number:

Contract: IA DOT Grounds Care Equipment 4425-5 (PG 0N)

Selling Price *

Price Effective Date: November 15, 2016

\$ 12,414.47

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5627M	Gator TH 6X4 Diesel (MY16)	1	\$ 12,724.00	17.00	\$ 2,163.08	\$ 10,560.92	\$ 10,560.92
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1014	KT (Knobby) Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Less Power Lift	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
8193	PR TH Knobby Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM22772	Cargo Box Bed Mat	1	\$ 123.06	17.00	\$ 20.92	\$ 102.14	\$ 102.14
BM23759	Cargo Box Power Lift	1	\$ 908.43	17.00	\$ 154.43	\$ 754.00	\$ 754.00
BM23989	Drawbar, 1.25 In. (38mm)	1	\$ 38.51	17.00	\$ 6.55	\$ 31.96	\$ 31.96
BM23839	Rear Receiver Hitch, 1.25 in. (38mm)	1	\$ 87.74	17.00	\$ 14.92	\$ 72.82	\$ 72.82
BM22543	Rough Terrain Kit	1	\$ 99.51	17.00	\$ 16.92	\$ 82.59	\$ 82.59
BM25000	Floor Mat	1	\$ 82.39	17.00	\$ 14.01	\$ 68.38	\$ 68.38
BM23458	Front Bumper	1	\$ 205.44	17.00	\$ 34.92	\$ 170.52	\$ 170.52
BM23457	Front Fender Guard	1	\$ 170.13	17.00	\$ 28.92	\$ 141.21	\$ 141.21
BM23799	Parts For Adjustable Driver's Seat	1	\$ 96.30	17.00	\$ 16.37	\$ 79.93	\$ 79.93
liner	Allied spray in bed liner	1	\$ 350.00	0.00	\$ 0.00	\$ 350.00	\$ 350.00
Dealer Attachments Total			\$ 2,161.51		\$ 307.96	\$ 1,853.55	\$ 1,853.55



JOHN DEERE



Selling Equipment

Quote Id: 14348447 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
LAWN & LEISURE - LEES SUMMIT
706 Se Blue Parkway
Lees Summit, MO 64063
816-524-6695
KraftS@LawnandLeisure.com

Suggested Price		\$ 12,414.47	
Total Selling Price	\$ 14,885.51	\$ 2,471.04	\$ 12,414.47



Professional Turf Products, L.P.

10935 Eicher Dr.
 Lenexa, Kansas 66219
 Brad Davisson
 (888) 776-8873 ext. 5471
 davissonb@proturf.com



Ship To	Fred Arbanas Golf Course At Longview Lakes	Date	11/15/2016
Bill To	NAT'L IPA	Tax Rate	
Contact	Bob McMillin	Destination	2.50%
Address	11100 View High Dr.	Trade-In	
City	Kansas City, MO	Finance	
State	MO	Account Type	Contract
Postal Code	64134-4124	Comments: Toro National IPA Contract #120-535; Jackson County Participating Agency #NIPA7169	
Phone	(816) 761 9445		
Fax	(816) 763-3954		

Proposal

Qty	Model #	Description	Unit	Extended
-----	---------	-------------	------	----------

New Option

1	44912	Greens Pro 1240		
1	44923	LED Light Kit		
		GreensPro	\$	11,455.52

SubTotal	\$	11,455.52
Destination	\$	286.39
Tax (Estimated)	\$	-
TOTAL	\$	11,741.91

Demo Option

1	44912	Greens Pro 1240		
1	44923	LED Light Kit		
		Demo GP 1240	\$	10,023.64

SubTotal	\$	10,023.64
Destination	\$	250.59
Tax (Estimated)	\$	-
TOTAL	\$	10,274.23

Comments:

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

CNGP530

VEHICLE ORDER CONFIRMATION

11/03/16 19:46:54

Dealer: F53013

==>

2017 F-SERIES SD

Page: 1 of 2

Order No: 6500 Priority: M1 Ord FIN: KD536 Order Type: 5B Price Level: 745
Ord Code: 610A Cust/Flt Name: JACKSON COUNT PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
F3B F350 4X4SDR/CSR	\$36505	\$34497.00	18B PLAT RUNNING BD	\$320	\$295.00
142" WHEELBASE			10300# GVWR PKG		
Z1 OXFORD WHITE			425 50 STATE EMISS	NC	NC
A VNYL 40/20/40			473 SNOW PLOW PKG	85	79.00
S MEDIUM EARTH GR			512 SPARE TIRE/WHL2	NC	NC
610A PREF EQUIP PKG			52B BRAKE CONTROLR	270	249.00
.XL TRIM			59H HI MNT STOP LMP	NC	NC
.TRAILER TOW PKG			JACK		
572 .AIR CONDITIONER	NC	NC			
.AM/FM STER/CLK			TOTAL BASE AND OPTIONS	38375	33824.42
996 .6.2L EFI V8 ENG	NC	NC	TOTAL	38375	33824.42
44P 6-SPD AUTOMATIC	NC	NC	*THIS IS NOT AN INVOICE*		
TD8 .LT245 BSW AS 17					
X37 3.73 REG AXLE	NC	NC	* MORE ORDER INFO NEXT PAGE *		
JOB #1 BUILD			F8=Next		

CNGP530

VEHICLE ORDER CONFIRMATION

11/03/16 19:48:05

Dealer: F53013

==>

2017 F-SERIES SD

Page: 2 of 2

Order No: 6500 Priority: M1 Ord FIN: KD536 Order Type: 5B Price Level: 745
Ord Code: 610A Cust/Flt Name: JACKSON COUNT PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
67D XTR HVY DTY ALT	NC	NC			
SP DLR ACCT ADJ		(1488.00)			
SP FLT ACCT CR		(1022.00)			
FUEL CHARGE		12.42			
B4A NET INV FLT OPT	NC	7.00			
PRICED DORA	NC	NC			
DEST AND DELIV	1195	1195.00			
TOTAL BASE AND OPTIONS	38375	33824.42			
TOTAL	38375	33824.42			
THIS IS NOT AN INVOICE					

2017 MACPP PRICE
\$27,341 each
GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HIGHWAY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

Quantity 4 = \$109,364

2017
MACPP B10
DICK SMITH
FORD

Item No. 23	Type: 1-TON PICKUP, CAB "A", 4X2	Current Model Year		
		MEETS SPEC		
		Mark Yes or No		
		Yes No		
State make & model	C3500, F350, Ram 3500	Ford F350 F3A 610A	Yes	
Bed	8 foot	142" wheelbase, 8' bed	Yes	
Cab "A"	Cab "A"	"F"3A	Yes	
Cab to Axle	State Dimension	60"	Yes	
Differential	State ratio	3.73 regular	Yes	
Drive Line 4X2	Two (2) Wheel Drive	F3"A"	Yes	
Engine	Min 8 cyl., gasoline, EFI, state liter	6.2L V8 995/41P	Yes	
Paint	Mfg. standard - Website	www.fordvehicles.com	Yes	
Warranty	Provide Website:	http://www.fleet.ford.com/partsandservice/owner-manuals/	Yes	

LOW
STACKABLE
STANDARDS

BID PRICING TOTAL - 1-TON PICKUP, Cab "A", 4X2 - Item NO. 23 Does not include floor mats **\$24,743**
You must enter pricing in the online bid page

Alternative Fuel Options:	
Alternative Fuel Package: State Fuel Option and Base Price each Net	
Alternative Fuel Option: Circle Applicable - (CNG, LPG, P/H/EV, E85, B20)	
Alternative Fuel Operation: Circle Applicable - (State Dedicated, Bi-Fuel or Flex Fuel)	
Gas Gallon Equivalent (State how much fuel on board)	
GGE Gas Gallon Equivalent - Option 1 State Tank Size	\$
GGE-Gas Gallon Equivalent - Option 2 State Tank Size	\$
State manufacturer and model of conversion system	
State Current or Pending EPA or CARB Certification No.	
If no cert no, please explain.	
OEM Supported (offeror has QVM or SVM status or equivalent; state yes or no)	
Drop ship code (if applicable)	

OPTIONAL EQUIPMENT			
Air Bag	Side	Std	\$
Air Bag	Roof rail	Std	\$
Alarm System	State manufacturer		\$
Bed	State Size	6.75' 148" wb Cab B SRW only	(\$170)
		6.75' 160" wb Cab C SRW only	(\$170)
			\$
			\$
Bed Liner	Spray on Linex or equal, state warranty, certification req.	LineX	\$420
Cab Options	Cab "B"	"X"3A SRW or X3C DRW	\$2,385
	Cab "C"	"W"3A / W3C DRW	\$3400 / \$3700
Cab Step	Driver side, factory	N/A	\$
	Both sides, factory	18B Cab A/B/C	\$299/\$345
Camera rear-view		871	\$360
Controller	Fast Idle (As Required on Diesel Automatics)	std on diesel	\$
Diagnostic Software & Cabling		Rotunda VCM II, CFR, cable and	\$3,100
	Engine	diagnostic software subscription for	\$
	Transmission	one-year all Ford models & systems	\$
	ABS Brakes		\$
	Electrical System		\$
	Body Module		\$
Drive Line	4 X 4 on SRW F3, X3, W3 "B"	Cab A/B/C	\$ 1957, 2600, 3600
	4 x 4 on DRW F3, X3, W3 "D"	Cab A, B, C	\$ 3000, 3400, 2600
Dual Rear Wheel's	F3"C"	Cab A	\$1,000
	X3"C"	Cab B + cost of Cab B	\$1,200
	W3"C"	Cab C + cost of Cab C	\$1,600
Engines	List cylinders, HP, liter, fuel type		
	Diesel 99T, 41W 400 HP		\$7,799
	Engine block heater	41H	\$70
			\$
			\$
Extended Warranty	State terms and Provide Website	www.fordprotect.ford.com	\$cost + \$100
		Any ESP at cost + \$100	\$
			\$
			\$
Fender Guides	Phillips Fender Guides or equal	Dealer	\$320
Floor Covering	Heavy duty carpeting	Dealer Cab A/ B/C	\$ 750 / 900
Floor Mats	Rubber/ Vinyl	Front / rear	\$ 165 / 165
Fifth Wheel - gooseneck hitch		S3W + 15J (4wd only)	\$590
Fuel Tank	Single, 18.2 gallon (Credit)	N/A	\$
Gear Ratios	Limited Slip	X3K 3.55X3L 2.73X4L 4.30X4N 4.10	\$330/330/330/340
			\$
			\$

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HIGHWAY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

Item No. 23	Type: PICKUP, 1-TON, CAB "A", 4X2 (Continued)	BIDDER MUST COMPLETE		Current Model Year
FEATURE	DESCRIPTION	MFG'S CODE &/OR DESCRIPTION	PRICE	
	OPTIONAL EQUIPMENT			
Key Options	Extra key price	full function key / door only key	\$ 245 / 7 00	
Lighting Packages	592 roof clearance lights		\$75	
Manuals	Service manuals	Helm	\$210	
Mirrors	Heated	Included in 90L in base quote	\$ included	
	6" X 16" Western, one piece		\$	
	7" X 10" Western, one piece		\$	
			\$	
Outfitter Switches		66S	\$155	
	Includes extra wiring harness		\$	
Power Take Off		62R + Diesel only	\$ 265 + diesel	
Rust Proofing	Bidders must state brand & warranty	Undercoat only, Callex	\$325	
Running Boards	Full length, factory		\$	
	Driver side		\$	
	Both sides	SEE CAB STEPS	\$	
Seats	Cloth interior	40/20/40 Cab A&B, C 1S	\$95 / \$300	
	Bucket front	cloth Cab A&B,C / vinyl Cab A only	\$499.585 / 345	
Skid Plate	Factory installed	41P 4wd only	\$95	
Snow Plow Package			\$82	
Stabilizer Bar	1 1/4" front	Dealer	\$3 50	
Temporary Tag			\$	
Throttle	Hand Control, Locking		\$	
Low Command	Factory installed	52B SRW / Std on DRW	\$ 280 / Std	
Tow Hooks	2 each	2 with 4wd	\$	
Trailer Tow Package	Standard on F350		\$	
Transmission Options		N/A	\$	
			\$	
Wheelbase Options	SRW Cab B 164", 148" / Cab B 176", 160" / DRW 8' only	2WD, If 4wd must add 4wd	\$ 2285, 2115 / 3400, 3230	
Window (Rear)	Sliding	N/A	\$	
Wiring	Body builder harness		\$	
	OPTION DELETE FROM STANDARD			
	Air Conditioning	N/A	\$	
	Bed Delete	66D keeping spare	(\$290)	
	Cruise	not in base quote	\$	
	OnStar	N/A	\$	
	Power Door Locks	Delete 90L also deletes pwr windows and heated mirrors	\$ (780) / (980)	
	Radio	58Y	(\$45)	
	Spare Tire	51x deletes wheel also	(\$75)	
	Spare Wheel		\$	
	Tilt	N/A	\$	
Other Options Not Listed - Discount from MSRP- State Website For Pricing			5 %	

End of Group IV

\$ 27,341 EACH

GREG LOFTON
 DICK SMITH FORD INC
 COMMERCIAL SALES DEPT
 9505 E. 350 HIGHWAY
 RAYTOWN, MO 64133
 PHONE: 816-353-1495
 FAX # 816-358-4406

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 082114 # Indoor outdoor Athletic Surfacing wire led Equip Products
Supplies, Installation & Services

Musco Sports Lighting, LLC
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be September 16, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coquette
(Name printed or typed)

Awarded this 16th day of September, 20 14

September, 20 14

NJPA Contract Number 082114 # 1181

NJPA Authorized signature:

NJPA Board Member

Scott Veronen
(Name printed or typed)

Executed this 16th day of September, 20 14

September, 20 14

NJPA Contract Number 082114 # 1181

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Musco Sports Lighting, LLC

Vendor Authorized signature:

Luann FERREIRA
(Name printed or typed)

Title:

VICE PRESIDENT

Executed this 22nd day of SEPTEMBER, 20 14

SEPTEMBER, 20 14

NJPA Contract Number 082114 # 1181



PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: Musco Sports Lighting, LLC

Questionnaire completed by: Barbara Davis

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
Payment of 25% of the contract price is required with order. The contract balance is due net 30 days from shipment. Late payment will be subject to a service charge of 1.5% per month (18% APR).

- 2) Identify any applicable leasing or other financing options as defined herein.
Musco Finance offers a Municipal Lease-Purchase Program to provide funding opportunities which many public entities need for facility improvement such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations.
See Attached Supporting Documentation:
 - **Municipal Lease-Purchase Program**
Musco Finance offers a commercial financing program which provides the funding opportunity many entities need for facility improvements. The program provides cost-effective means of funding essential renovations and offers flexible payment schedules to match an entity's cash flow. We also offer financing programs for Community and Volunteer Organizations, Little League organizations, and have teamed with the US Soccer Foundation to offer financing to soccer organizations so they are able to light their fields.
See Attached Supporting Documentation:
 - **Commercial Financing Program**
 - **Financing for Community and Volunteer Organizations**
 - **Musco's Finance Program for Little League**
 - **U.S. Soccer Foundation @ Lighting Finance Program**

- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
Following is Musco's sales process to be used for a NJPA awarded contract:
 - **Establish the value and price for the lighting solution with which the customer is comfortable.**
 - **Present information about NJPA as a means by which they can purchase what they want at a beneficial price without having to go through the public bid process.**
 - **Educate the customer about NJPA benefits and the ease of using this Cooperative Purchasing Agreement.**
 - **Provide customer with the NJPA membership application form, assist with filling out if needed, and ensure customer knows where to submit completed application.**
 - **Quote & PO to reflect NJPA contract number and award expiration date.**
 - **Determine delivery date, manufacture, deliver and/or install product.**
 - **Quarterly pull report of NJPA purchases and submit. Report to show name & address of purchasing agency, NJPA member number, purchase amount, NJPA fee, order & ship date, and description of purchased product. Submit to NJPA with copy to Musco Accounting Department.**
 - **Upon receipt of NJPA invoice, payment will be made.**

- a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

Not Applicable.

- 4) Do you accept the P-card procurement and payment process?

Musco Sports Lighting does not have the P-card procurement and payment process.

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25" document.

See Attached Supporting Documentation:

- *Musco Constant 25 – Terms and Conditions (M-1291-enUS-8)*

- 6) Do all warranties cover all products/equipment parts and labor?

Yes

- 7) Do warranties impose usage limit restrictions?

No

- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Yes

- 9) Please list any other limitations or circumstances that would not be covered under your warranty.

Warranty contract does not cover: Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect invitation, physical damage to Covered Products parts or components, failure of existing structures, supporting electrical system or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning).

- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

All geographic regions of the United States and Canada are provided with a certified technician to perform warranty repairs.

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Musco Systems and product:

Light Structure Green™ for new outdoor lighting applications, engineered as 5 Easy Pieces designed to the customer's needs, which offers unequalled performance. It cuts operating costs in half, reduced off-site spill light by 50%, eliminates 100% maintenance cost for 25 years, and provides guaranteed Constant Light™ levels.

SportsCluster Green™ for outdoor and indoor retrofit applications. It is a modular photometric unit, factory aimed and tested, to perform from a customer's choice of structure, making an easy retrofit of old equipment.

Light-Pak™ New and retrofit applications for indoors. Energy-efficient, indoor sports lighting that operates at a choice of two energy levels for improved cost control.

Light Structure Green™-LED Luminaire as a light source for certain applications such as parking lots, large area, security, or egress lighting. Musco's sales team works with customers to determine if LED is the right solution for their lighting project.

See Attached Supporting Documentation:

- *Musco Systems to Meet Your Sports-Lighting Needs (E-1080-3)*
- *Light-Structure Green™ LED Luminaire (M-1783-enUS-1_page8)*

- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Musco Sports Lighting provides an engineered-to-order system upon which RFP pricing is based. The price list should not be considered complete and exhaustive due to the nature of each project being a unique, design-build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price.

RFP quoted pricing is for the most common field designs based upon structural code and utilizing IBC 2009, 90MPH, Exposure C.

Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for complete installation including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing. Installation pricing for this proposal is a discount off RS Means pricing of 5% (five percent).

See Attached Supporting Documentation:

- *NJPA Pricing Spreadsheet*

- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

The percentage discount from list prices offered under this bid is 5% (five percent).

- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Musco Sports Lighting provides an engineered-to-order system upon which RFP pricing is based.

- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

Musco will work with the NJPA member with regard to pricing and delivery of any non-standard options which would be desired, agree upon desired outcome, reflect this in the customer quote for customer use in issuing the PO.

- 16) Describe your NJPA customer volume rebate programs, as applicable.

Not Applicable

- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Not Applicable

- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Shipping and handling / freight is included in product pricing. Normal delivery is four to six weeks from notice to proceed.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other; please describe.

20) Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

Musco Sports Lighting provides an engineered-to-order system and therefore does not require an exchange and return program. However, Musco agrees that an exchange will be granted for any defective on-arrival product. Musco's 25 year warranty ensures product will perform to designed criteria.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

Musco shipping & delivery and exchange & returns programs are the same for Alaska and Hawaii and any related off shore delivery as they are for the United States and Canada.

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts on a quarterly basis.

- **Administrative Coordinator pulls quarterly contract sales report for the cooperative purchasing award and its associated fee for that time period.**
- **Each contract project PO is checked and validated that it is an awarded contract purchase.**
- **Project awarded contract fee is validated as correct.**
- **When validation complete, report sent to cooperative purchasing contract.**
- **As a checks and balances process, Administrative Manager pulls a Method of Purchase by Type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports.**
- **Invoice documents for projects of a contract member are available for review upon request.**

Industry Specific Items

n/a

Signature: Quann Ferreri

Date: 8-19-14

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: Musco Sports Lighting, LLC

Note: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.19.6.4	Identify how an Awarded Contract will be displayed and linked on the Proposer's website.	Heretofore, things such as this are typically accessed through a link from the organization, such as NJPA. However, Musco would consider doing so if needed.	NJPA Accepts
6.19.1	...ability to sell, service and deliver products and equipment...	Musco does not currently have contractor licenses in Idaho, Nevada and Utah. A contractor license is required to act as a General Contractor in these states. Musco is in the process of acquiring licenses in those states.	NJPA Accepts
B. 5.11 thru 5.14	Percentage Discount From Catalog or Category	Musco Sports Lighting provides an engineered-to-order system upon which RFP pricing is based.	NJPA Accepts

Proposer's Signature: *Luann Ferreris* Date: 8-19-14



Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Supplies, Installation and Services
Sub-Category: Athletic Field/Court and Parking Lot Lighting System

Manufacturer: Musco Sports Lighting, LLC
 Address: 100 1st Avenue West, PO Box 808
 City, State, Zip Code: Oskaloosa, IA 52577
 Contact: Amber Schulte
 Phone: 800-756-1205 Ext. 4088
 Fax: 800-374-6402
 Email: musco.contracts@musco.com
 Federal ID #: 41-1511754

LIGHT STRUCTURE GREEN™ (LSG) LED PRICING:

All prices include delivery within the Unisted States and Canada to the job site and are for lighting system materials only.

Terms: 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices includes 10-year product assurance & warranty program and controls & monitoring

FOOTBALL

Field Size	Pole Setback	Average Maintained Light Level	Price for LED Materials	Average Maintained Light Level	Price for LED Materials
360' x 160'	50'	30 FC	\$178,312	50 FC	\$263,388
360' x 160'	70'	30 FC	\$203,976	50 FC	\$277,126
360' x 160'	100'	30 FC	\$240,938	50 FC	\$342,828
360' x 160'	120'	30 FC	\$285,126	50 FC	\$429,798

SOCCER

Field Size	Pole Setback	Average Maintained Light Level	Price for LED Materials	Average Maintained Light Level	Price for LED Materials
330x200	30'	30 FC	\$175,390	50 FC	\$277,682
330x200	50'	30 FC	\$213,318	50 FC	\$296,640
360x210	30'	30 FC	\$218,832	50 FC	\$294,936
360x210	50'	30 FC	\$228,618	50 FC	\$323,564
360x225	30'	30 FC	\$229,618	50 FC	\$343,272
360x225	50'	30 FC	\$229,618	50 FC	\$343,272

BASEBALL / SOFTBALL

Field Type	Field Size	Average Maintained Light Level (Inf/Out)	Price for LED Materials	Average Maintained Light Level (Inf/Out)	Price for LED Materials
60' Base Path	200'	30/20	\$115,040	50/30	\$134,652
60' Base Path	225'	30/20	\$125,028	50/30	\$150,904
60' Base Path	250'	30/20	\$153,412	50/30	\$176,132
60' Base Path	300'	30/20	\$175,708	50/30	\$226,344
60' Base Path	320'	30/20	\$185,772	50/30	\$246,040
90' Base Path	300'	50/30	\$250,846	70/50	\$371,438
90' Base Path	325'	50/30	\$293,962	70/50	\$409,668
90' Base Path	350'	50/30	\$314,918	70/50	\$485,564
90' Base Path	320/360/320	50/30	\$329,932	70/50	\$468,328
90' Base Path	330/400/330	50/30	\$355,062	70/50	\$510,028

TENNIS

# Courts	Average Maintained Light Level	Price for LED Materials
2	50 FC	\$93,966
3	50 FC	\$123,664
4	50 FC	\$157,794
6	50 FC	\$218,752

BASKETBALL - OUTDOOR

# Courts	Average Maintained Light Level	Price for LED Materials
2	50 FC	\$82,570

**BASKETBALL - INDOOR
BASKETBALL - INDOOR with Remote Ballast**

# Courts	Light Level	Price for LED Material
1 - 94 x 50	80 FC	\$62,900

PARKING LOT

Parking Lot Area	Light Level	Price for Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	\$55,000	.85 / sq ft

Control Link Retro Fit

Control Link Retro Fit (Control Module only, adapts to existing contactors)	Communication Fees	Warranty (Parts and Labor)	Price for Material
(1) Service up to 7 Zones	10 Years	10 Years	\$7,250

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Bidder reserves the right to supply upgraded technology provided it maintains the on-field lighting performance and enhances benefits.
- B. During the term of this contract if the State of Minnesota Building Codes/Wind speeds change, Bidder reserves the right to adjust pricing accordingly. Quote for bid based on structural code and wind speed of IBC 2009, 90MPH, Exposure C.
A change in building code and wind speed will have a direct affect on the bid price based on percentage increase. Alternate price for increasing building code from 90 to 120 mph: State in a value of % over base pricing for each field: 30%.
- C. The pricing can also include equipment installation, per section 3.01 of the specification. Labor and materials for the complete installation, including, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.

RS Means Discount to be provided: 5%

- D. Manufacturers do not have to list electrical sub-contractors, however, the owner has the right to reject through the submittal process, sub-contractors not licensed or listed with the local jurisdiction.

- E. Energy cost analysis listed in the bid above shall be calculated detailing energy and maintenance cost over a 10-year life cycle.
- F. Sales tax, labor, and unloading of equipment is not included as part of the materials-only quote.
- G. Quote based on shipment of entire project together to one location. Delivery from time of order, submittal approval, and confirmation of order details including voltage and phase and pole locations is approximately 30 – 45 days.
- H. Confirmation of pole locations required prior to production, due to the built-in custom light control per luminaire.
- I. If field usage hours exceed specified annual usage hours, bidder reserves the right to adjust pricing based on relamp quantities. =
- j. This pricing list should not be considered complete and exhaustive due to the nature of each project being a unique, design-build situation.

End of Bid



National Joint Powers Alliance®

INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: MO03A-031516-IEC

GEOGRAPHIC AREA: MQ03A-West

This Agreement dated March 15, 2016, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Infinite Energy Construction, Inc. at the following address 13625 Oak Street, Kansas City, MO 64145

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 2,000,000. This is only an estimate and may increase or decrease at the discretion of NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors:
- C. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors **TO BE ENTERED BY NJPA:**

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0986

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1512

(Specify to four (4) decimal places)

- c. Normal Working Hours Non Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0708

(Specify to four (4) decimal places)

- d. Other Than Normal Working Hours Non Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1244 NJPA MOØ3A - Ø 31514-1EØ
(Specify to four (4) decimal places)

- e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.1485
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one year options. The total term of the Contract shall not exceed four years (unless extended by NJPA per the Terms of this Contract). The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by NJPA and NJPA Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for NJPA and NJPA Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Contract expires or terminates as provided herein, or the Gordian's contract with NJPA expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets.

Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.
- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Work Order, Purchase Order or similar purchasing document (Purchase Order) issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance


Authorized Signature

Contractor (Infinite Energy Construction, Inc.)


Authorized Signature

Nilson Goes

Print Name

Contract Number: MOB3A-031514-1EC (assigned by NJPA)

Iowa Department of Transportation
Purchasing Section
Contract

IA DOT
Contract No. 4425-5

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Deere & Company of 2000 John Deere Run Cary, NC 27513 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: John Deere Ag and Frontier

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person:	Tamara Hebert	Fed. ID No.:	36-2382580
Phone No.:	800-358-5010 ext. 2862	email:	gnsbids@johndeere.com
Fax No.:	309-749-2313		

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 3. Suppliers agree to begin furnishing the specified machinery, equipment, materials and supplies, or to begin providing specified services, or to begin both, as required herein, on or before the 1st day of January, 2011, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the 31st day of December, 2016.
- 4. The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.
- 5. The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.
- 6. For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa relating to the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.
- 7. Supplier certifies that it is not in violation of Iowa Code section 314.2.
314.2 Interest in contract prohibited. No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation of the foregoing provisions shall invalidate the contract and such violation shall be complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
- 8. Supplier certifies that it is an Equal Opportunity Employer and that it will, in the performance of this contract, comply with all state and federal laws prohibiting discrimination.
- 9. By executing this Contract the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1 (42) & (43). The Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
- 10. The parties agree if Supplier fails to comply with the terms of this contract Supplier shall pay Agency as liquidated damages and not as a penalty the amount as specified in the Proposal instructions.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-7-11

Dated 1-5-2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Deere & Company
(Supplier)
By Tamara Hebert
(Signature)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

Tamara Hebert
(Type or Print Name)



IADOT 4425-5
Iowa Department of Transportation

800 Lincoln Way, Ames, IA 50010

515-239-1310

Fax 515-239-1538

January 7, 2011

Subject: Multiple Award Contracts 4425 (MAC) for Equipment

Notice to all political subdivisions of the State of Iowa and Surrounding States:

Contracts 4425CN-1 thru 21 for Highway and Roadside Maintenance Equipment along with Grounds Care Equipment from all major manufacturers for a percent off current List Price may be used for your purchases of equipment. These contracts were competitively bid between Dealers and Manufacturers of all types of manufactured equipment. You will find these contracts on the following web site.

http://www.iowadot.gov/purchasing/equipment/new_equipindex.htm

Bids will be opened at 1 P.M. on October 27, 2010, in Ames, Iowa.

If you have any questions please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Jerry Giebelstein".

Jerry Giebelstein,
Senior Purchasing Agent
Office of Procurement and Distribution
Phone No. 515-239-1347
Fax No. 515-239-1538
E-mail No. jerry.giebelstein@dot.iowa.gov

IADOT 4425-5

Iowa Department of Transportation (I DOT) Multiple Award Contracts (MAC) for all Subdivisions of the State of Iowa Proposal #425 list on Oct 27, 2010. Contracts Start Jan. 1, 2011 & End Dec. 31, 2011. Print on Legal Size paper.													
Make	Dealer or Manufacturer	Group	Model or Series	HP or Motor Cut Width	Percent Off List	Delivery to Dealership and Stamp Costs	Delivery Cost Per Loaded Mile	Delivery/Storage Per Hour	Rental Rate Per Hour	Contact	Phone Number	E-Mail Address	Web Site
John Deere Ag	Deere & Company	Compact Utility Loaders	Front Mount Loaders and Attachments	N/A	23.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Commercial Zero Turn	ZTraks and Attachments	48in - 72in	(Temporary thru 31Dec12)	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Compact Utility Tractor	2000, 3000, 4000 Series and Attachments	23HP - 66HP	18.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Compact Utility Tractor	2000, 3000, 4000 Series and Attachments	23HP - 66HP	30% (temporary thru 31Dec12)	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Front Commercial	1400 and 1500 Series and Attachments	25.5HP - 37.8HP	30% (temporary thru 31Dec12)	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Front Mounted	1400 and 1500 Series and Attachments	25.5HP - 37.8HP	31Dec12	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Pull or 3-point	Royal Cutters and Attachments (HX, CX)	56 - 20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Towed Type	Royal Cutters and Attachments (HX, CX)	56 - 20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Towed Type Hitch Attachment	Royal Cutters and Attachments (HX, CX)	56 - 20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Walk Behind Commercial	Gear Drive Series, Hydrostatic Drive Series and Attachments	36in - 54in	15.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Snow Blower	Front Mount and Attachments 47in & 54in for X500/X700	47in, 54in, 59in	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Snow Blower	Front Mount and Attachments 47in & 54in for Compact Utility Tractors	47in, 54in, 59in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Snow Blower	Front Mount and Attachments 59in for Compact Utility Tractors	47in, 54in, 59in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	5000E Series, 5000E Series	45HP - 75HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	5000E Series Limited	93HP - 101HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	5000M Series	65HP - 105HP	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	6000, 7000, 8000, and 9000 Series Tractors	98HP - 136HP	24.0%	\$0	\$4.00	John Deere Dealer	5E, 5M, 6D, 6M, 6R, 12 months, 400 hrs. - \$17/hr	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	6000, 7000, 8000, and 9000 Series Tractors	98HP - 136HP	24.0%	\$0	\$4.00	John Deere Dealer	7200R, 7230R, 6 months, 300 hrs. - \$18/hr	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	8000, 7000, 8000, and 9000 Series Tractors	98HP - 136HP	24.0%	\$0	\$4.00	John Deere Dealer	7200R, 7230R, 12 months, 400 hrs. - \$18/hr	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	8000, 7000, 8000, and 9000 Series Tractors	98HP - 136HP	24.0%	\$0	\$4.00	John Deere Dealer	7200R, 7230R, 12 months, 400 hrs. - \$18/hr	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Compact	2000, 3000, 4000 Series and Attachments	23HP - 66HP	18.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Compact	2000, 3000, 4000 Series and Attachments	23HP - 66HP	18.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Compact	2000, 3000, 4000 Series and Attachments	23HP - 66HP	18.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements	Royal Cutters Loaders, Fall Mowers, Scrapers & Attachments	56-20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - 3 ft. Mowers	Royal Cutters and Attachments (HX, CX)	56-20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoehr	919-749-0927	EngelmoehrStacyA@JohnDeere.com	www.JohnDeere.com

John Deere Ag	Deere & Company	Tractor Implements - Backhoes	860, 46, 375, 488, 7, 88 Backhoes	N/A	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Backhoes	48,49,595 Backhoes	N/A	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Compact Front	54in Blade - 365 Front Blade - 390A Front Blade (for Compact Utility Tractors)	54in - 66in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Loaders	200 Series Loaders & Attachments, 300 Series Loaders & Attachments, 400 Series Loaders & Attachments	N/A	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Loaders	500, 600, 700, 800 Series Loaders & Attachments	N/A	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Loaders	500, 600, 700, 800 Series Loaders & Attachments	N/A	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Mid Mount Mow	Mid Mount Mowers for Compact Utility Tractors	54in - 72in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Pull Type Mow	Rotary Cutters, Flail Spreaders & Attachments	5ft-20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Broom	52in Rotary Broom, 60in Rotary Broom (for X500/X700)	52in - 60in	13.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	647 Tiller (For 3005, 4005, 4105, 3032E, 3038E, 2320-2720, 3203, 3120-3720 Tractors)	48in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	647 Tiller (For X500/X700 Garden Tractors)	48in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	655 Tiller (For 3005, 3032E, 3038E, 3203, 4005, 2320-2720, 3120-3720 and 4105 Tractors)	48in	13.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	655 Tiller (For 3005, 3038E, 4005, 3520, 3720, 4105 and 4120-4320 Tractors)	55in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	655 Tiller (For 4005, 3038E, 4005, 3520, 3720, 4105 and 4120-4320 Tractors)	55in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	681 Tiller (For 4005, 3720, 4120-4720 Tractors)	73in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	681 Tiller (For 4005, 3720, 4120-4720 Tractors)	81in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Snow Blowers	Front Mount and Attachments For Compact Utility Tractors	47in, 54in and 59in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Snow Blowers	Front Mount and Attachments For X500/X700	47in, 54in and 59in	13.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Lawn & Garden	X300 Series and Attachments	17HP - 22HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Lawn & Garden	X300/X700 Series and Attachments	25HP - 27HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Loader Backhoes	110 TLE & Attachments	43HP	22.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Mowing	Rotary Cutters and Attachments (MX, 609, 709, HX, CX)	5ft - 20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Utility	5000D, 500DE Series	48HP - 75HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Utility	5000E Series Limited	93HP - 107HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Utility	5000M Series	65HP - 105HP	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Turf Aerators Units	Reel Mowers, Special Application Mowers, Aeration, Debris Maintenance and Special Application Vehicles & Attachments for All	4HP - 43.1HP	23.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Turf Tractor	Reel Mowers, Special Application Mowers, Aeration, Debris Maintenance and Special Application Vehicles & Attachments for All	4HP - 43.1HP	23.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Utility Vehicles	Reel Mowers, Special Application Mowers, Aeration, Debris Maintenance and Special Application Vehicles & Attachments for all	9.5HP - 24.6HP	17.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Utility Vehicles	Reel Mowers, Special Application Mowers, Aeration, Debris Maintenance and Special Application Vehicles & Attachments for all	9.5HP - 24.6HP	17.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	EngelmohtStacyA@JohnDeere.com	www.JohnDeere.com

CONTRACT AMENDMENT Nat'l IPA 120-535

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4126 / FAX: (520) 791-4735
Kristina.Tequida@tucsonaz.gov
ISSUE DATE: Tuesday, September 06, 2016

CONTRACT: 120535
CONTRACT AMENDMENT NUMBER: THREE (3) SIX (6)
PAGE 2 of 2
KT/car
CONTRACT OFFICER: CHRISTINA TEQUIDA

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ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: THE TORO COMPANY

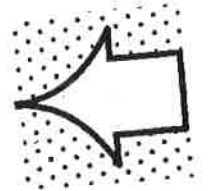
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 9th DAY OF September, 2016, AT TUCSON, ARIZONA.

Brad Hamilton 9/8/16
Signature of person authorized to sign Date
Brad Hamilton - general manager
Name and Title (typed or printed legibly)
The Toro Company
Company Name
8111 Lyndale Avenue S.
Address
Brad.Hamilton@Toro.com
Email Address
Bloomington MN 55420
City State Zip

for Nathan Olson
Marcheta Gillespie, CPPO, C.P.M., CFPB, CPM
as Director of Procurement and not personally



HERE

Contact information for Sales/Account Representative for daily business operations:

Peter Whitacre
Name and Title (typed or printed legibly)
952-887-7936
Phone Number
peter.whitacre@toro.com
Email Address

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4126 / FAX: (520) 791-4735
Kristina.Tequida@tucsonaz.gov
ISSUE DATE: Tuesday, September 08, 2016

Nat'l IPA
CONTRACT: 120535
CONTRACT AMENDMENT NUMBER: THREE (3) SIX (6)
PAGE 1 of 2
KT/car
CONTRACT OFFICER: CHRISTINA TEQUIDA

GROUNDSKEEPING, GOLF AND SPORTSFIELDS MAINTENANCE

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

In accordance with **Contract 120535**, Special Terms and Conditions, paragraph 6 Term and Renewal the City is hereby exercising its renewal option for one year, **November 27, 2016 through November 26, 2017.**

*******END OF AMENDMENT*******

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

THE TORO COMPANY
Company Name

8111 LYNDALE AV. S.
Address

BLOOMINGTON MN 55420
City State Zip

Darren Redetzke
Signature of Person Authorized to Sign

DARREN REDETZKE
Printed Name

VICE PRESIDENT
Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 120535.

Approved as to form this 27th day of Nov, 2012.

CITY OF TUCSON, a municipal corporation

Awarded this 26 day of November, 2012.

Stan Stanley
As Tucson City Attorney and not personally

Victoria Cortez
As Director of Procurement and not personally

Toro Company Pricing

Nat'l IPA 120-535

The award provides discount off Toro Commercial current year MSRP on the following Toro equipment:

- Products purchased with a traction unit: **21.8% off** current year MSRP
- Landscape Contract Equipment (LCE) available at **27% off** Toro Landscape Contractor current year MSRP
- Compact Utility Equipment (Dingo) available at **17% off** Toro Site Works current year MSRP

Smart Value Program:

In addition to the discount off of Toro's Commercial list price, this agreement offers the Smart Value Program, a volume incentive program. Agencies will receive their choice of Toro Commercial Division goods. This may allow for Toro® Protection Plus, additional attachments, or even a complete unit.

For additional information, contact your local Toro Commercial distributor. To find your local distributor, [**click here**](#).

BOARD OF COUNTY COMMISSIONERS
ANNOTATED AGENDA
Thursday, November 17, 2016
9:30 AM

Johnson County, KS
Annotated Agenda
11/17/16

CALL TO ORDER AND OPENING CEREMONIES

1st District Commissioner:	Ronald L. Shaffer	Present
2nd District Commissioner:	Jim Allen	Present
3rd District Commissioner:	Steve Klika	Present
4th District Commissioner:	Jason Osterhaus	Present
5th District Commissioner:	Michael Ashcraft	Present
6th District Commissioner:	John Toplikar	Present
Chairman:	Ed Eilert	Present

- Pledge of Allegiance
- Present Certificates of Achievement to the Fall 2016 Citizens Academy
- Present Pillars of Performance Certificates of Recognition to Shorey Berlin and Jaime Kernaghan of Court Services

PUBLIC COMMENTS

NOTES FOR THE RECORD

CONSENT AGENDA

1. Consider approving the October 27, 2016, business session minutes.
2. Consider approving the appointment of Kimberlee Mann as the Sixth District representative to the Commission on Aging through September 1, 2019.
3. Consider approving the annual investment policy for Johnson County, with no revenue or cost impact to the County.
4. RFP No. 2016-028. Consider authorizing a contract with Voya Financial for Retirement Plan Record Keeping and Investment Services. This contract would be a one-year term with four, one year renewals.
5. Resolution No 091-16. Consider adopting a new grants policy for Johnson County Government.
6. Resolution No. 092-16. Consider adopting a Johnson County Government purchasing policy for purchases utilizing Federal grant funds.
7. Resolution No. 093-16. Consider approving a county-wide Title VI Plan and Policy. As a Federal-aid recipient, Johnson County Government, Agencies, and Departments are required to prevent discrimination, ensure access to services, and promote inclusion in the governance of all our programs, activities, and services. In accordance with this responsibility, a county-wide Title VI Plan and Policy are necessary to comply with Title VI of the Civil Rights Act of 1964, Presidential Executive Order 12898, and Presidential Executive Order 13166.

Commissioner Klika moved to *Approve* the consent agenda, as presented. Commissioner Osterhaus seconded the motion.

Passed 7- 0-0

ACTION AGENDA

8. Consider authorizing the reallocation and expenditure of \$225,000 from County General fund balance (reserves) for Fiscal Year 2016 to be used for the Museum Permanent Exhibit project; and approve acceptance of reimbursement of those funds over a three-year period from 2017-2019, from future pledged donations from the Johnson County Museum Foundation.

Commissioner Osterhaus moved to *Authorize* the reallocation and expenditure of \$225,000 from the County General fund balance (reserves) for Fiscal Year 2016, to be used for the Museum Permanent Exhibit project; and *Approve* acceptance of reimbursement of those funds over a three-year period, 2017-2019, from future pledged donations of the Johnson County Museum Foundation. Commissioner Klika seconded the motion.

Passed 7- 0-0

9. Request for Proposal (RFP) No. 2016-070. Consider authorizing a contract with McCullough Creative, Inc., for the "Becoming Johnson County" Museum Permanent Exhibit Fabrication in an amount not to exceed \$858,000

Commissioner Shaffer moved to *Authorize* a contract with McCullough Creative, Inc., for the "Becoming Johnson County" Museum Exhibit Fabrication in an amount not to exceed \$858,000 per Request for Proposal (RFP) No. 2016-070. Commissioner Allen seconded the motion.

Passed 5- 2-0

10. Consider authorizing a new contract with McCownGordon Construction, LLC, (MGC) for a component of the work needed for the Museum's permanent exhibit in the amount not to exceed \$210,000, through exception to competition per County Purchasing Administrative Policy #110.180 and Procedure #110.180A

Commissioner Klika moved to *Authorize* a new contract with McCownGordon Construction, LLC, (MGC) for a component of the work needed for the Museum's permanent exhibit in the amount not to exceed \$210,000, through exception to competition per County Purchasing Administrative Policy #110.180 and Procedure #110.180A. Commissioner Allen seconded the motion.

Passed 6- 0-0

11. Invitation to Bid 2016-032. Consider authorizing a contract termination for convenience with Delta Innovative Services for construction of a roof replacement project for the Johnson County Developmental Supports (JCDS) Elmore facility and alternatively authorizing a contract to Premier Contracting, Inc. for construction of a roof replacement project for the JCDS facility, for a total amount not to exceed \$437,900.

Commissioner Osterhaus moved to *Authorize* a contract termination for convenience with Delta Innovative Services for construction of a roof replacement project for the Johnson County Developmental Supports (JCDS) Elmore facility and alternatively *Authorize* a contract to Premier Contracting, Inc. for construction of a roof replacement project for the JCDS facility, for a total amount not to exceed \$437,900 per Invitation to Bid 2016-032. Commissioner Klika seconded the motion.

Passed 7- 0-0

12. Invitation for Bid (IFB) No.2016-002. Consider authorizing contracts for vehicle purchases with multiple dealerships in an amount not to exceed \$2,500,000 annually with an option to renew two (2) additional one (1) year terms.

Commissioner Osterhaus moved to *Authorize* contracts for vehicle purchases to multiple dealerships in an amount not to exceed \$2,500,000.00 annually with an option to renew two (2) additional one (1) year terms per Invitation for Bid (IFB) No.2016-002. Commissioner Allen seconded the motion.

Passed 7- 0-0

13. Resolution No. W.D. 16-033. Conduct a public hearing and consider authorizing funds for Johnson County Wastewater (JCW) infrastructure improvement projects in an amount not to exceed \$3,725,000.

Commissioner Osterhaus moved to *Approve and Adopt* Resolution No. W.D. 16-033 thereby authorizing funds for Johnson County Wastewater infrastructure improvement projects in an amount not to exceed \$3,725,000. Commissioner Toplikar seconded the motion.

Johnson County, KS Agenda
11/17/16

Passed 7- 0-0

14. Invitation for Bid (IFB) No. 2016-072. Consider authorizing a contract with Mega Industries for Administration Building Parking Lot Improvements, for a total amount not to exceed \$132,935.04.

Commissioner Klika moved to *Authorize* a contract to Mega Industries for Administration Building Parking Lot Improvements, for a total amount not to exceed \$132,935.04 per Invitation for Bid (IFB) 2016-072. Commissioner Allen seconded the motion.

Passed 5- 1-0

15. Consider adopting the 2017 Johnson County State Legislative Platform and the Johnson County Government and Cities Joint 2017 Legislative Platform.

Commissioner Klika moved to *Adopt* the 2017 Johnson County State Legislative Platform as amended Commissioner Allen seconded the motion.

Passed 5- 1-0

REPORTS AND COMMUNICATIONS

16. Management Reports

- a. Weekly Manager's Memo

COMMISSION COMMENTS

EXECUTIVE SESSION

ADJOURNMENT

Jessica M. Johnson

From: Bauer, Dale, TFM <Dale.Bauer@jocogov.org>
Sent: Friday, November 18, 2016 1:55 PM
To: Jessica M. Johnson; Dowling, Brian, FAC
Cc: Lynes, Robin, TFM
Subject: RE: MACPP 2017 Vehicle Bid webpage

*Email from Johnson
County, KS Purchasing.*

Good Morning Jessica

The contracts are in effect today. Ion Wave must have picked an errant date up. I will look at that next week. Sorry for any confusion.

BTW I am finding it hard f=to get your compliance forms from Olathe Toyota. I think there have been some personnel changes. Will peruse that in the future also.

Thanks

Dale

From: Jessica M. Johnson [mailto:JMJohnson@jacksongov.org]
Sent: Thursday, November 17, 2016 4:03 PM
To: Dowling, Brian, FAC
Cc: Bauer, Dale, TFM
Subject: RE: MACPP 2017 Vehicle Bid webpage

Brian,

Good afternoon. I'm hoping you can clarify something for me. I went on ionwave.net to check on the contract status and it states the effective date of the contract is 12/31/2016. I'm hoping this is a typo and the contract is effective immediately. Can you please advise?

Thank you!

v/r
Jessica M. Johnson
Senior Buyer
Jackson County, MO
Purchasing Department
816-881-3465

From: Dowling, Brian, FAC [mailto:Brian.Dowling@jocogov.org]
Sent: Thursday, November 17, 2016 3:37 PM
To: CityofLSFleet; howardm@leawood.org; mgoetz@leavenworthcounty.org; cbentzinger@ci.lenexa.ks.us; bill.hills@opkansas.org; craby@ottawaks.gov; Mark Stinson; rraines@topeka.org; Comtesse, Daniel, FAC; jaten@bluespringsgov.com; tonym@raytown.mo.us; jeffm@raytown.mo.us; tvogel@bpu.com; JWood@olatheks.org; mmccullough@wycokck.org; gkoehler@douglas-county.com; Richard Steed; mike.richards@snco.us; 93Vmax@gmail.com; Kurt Phillips; Vincent R. Nelson; mauricej@kcata.org; bbigenwalt@Topeka.org; ccdrrp@aol.com; Jerome Freers; Dowling, Brian, FAC; Jfennell@waterone.org; rdsdds@gmail.com; Rew, Todd, FAC; egunnels@firstcity.org; John.Alden@opkansas.org; triley2@wycokck.org; jbullard@bluespringsgov.com;

Email from Johnson County, KS Purchasing

jmock@bluespringsgov.com; raaron@lawrenceks.org; sstoys@sunflower.com; tunderwood@indepmo.org;
jmcvay@bpu.com; tkorgol@lenexa.com; teaton@lawrenceks.org; rogersm@raytownpolice.org; Daniel Williams;
wguthrie@gardnerkansas.gov; mhays@miamicountyks.org; Keith Hemphill; cfunk@douglascountyks.org; Boyd Powers;
Rodney Arlint; Dowling, Brian, FAC; Boos, John, TFM; Nicole Averell; Russell Pankey; Tom Conrow; rsese@indepmo.org;
Katie.fritsch@cityofls.net; naverell@olatheks.org; Ronnell.Simpson@kcmo.org; jwaggoner@douglas-county.com;
kregan@wycokck.org; Barbara J. Casamento; tonym@raytown.mo.us; beitlingp@raytownpolice.org;
rossd@merriam.org; Maasen, Bill, PRK; Brown, Greg, AIR; ks.us; katie.fritsch@cityofls.net; mark.stinson@cityofls.net;
jwaggoner@douglas-county.com; Russell Pankey; Tom Conrow; Barbara J. Casamento; tballard@jacksongov.org; Bauer,
Dale, TFM; sstewart@lawrenceks.org; christa.battaglia@leesummit.k12.mo.us; jgreniewski@olatheks.org;
jwood@olatheks.org; mvelasquez@olatheks.org; naverell@olatheks.org; davidg@pbpnation.org;
tonym@raytown.mo.us; beitlingp@raytownpolice.org; mtripp@waterone.org; kregan@wycokck.org;
rita.parker@kcrpc.com; Butler, Chris, FAC; Comtesse, Daniel, FAC; Rew, Todd, FAC; Jessica M. Johnson;
gnessel@marc.org; kelly@metroenergy.org; Bauer, Dale, TFM; Chalender, Jared, SHR
Subject: MACPP 2017 Vehicle Bid webpage

Our Board has approved the contract and we have completed the page to access the information. Please click on the below link. It should take you directly to the web page. Please take some time to read the information in the middle of the page. There are dealer buttons on the left side of the page and links listed at the bottom of it. Please let us know if you are unable to access the page. It will take a little bit when you click on the links the first time you use them. We have combined a couple of email groups in order to get this information out to as many people involved in vehicle purchasing. If you see that we missed someone please forward this email to them. Thank you for your patience with this.

<http://www.jocogov.org/macpp-vehicle-metro-bid>

Brian Dowling

Fleet Business Analyst

Facilities Management Department

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