

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

7th

day of May

20 13

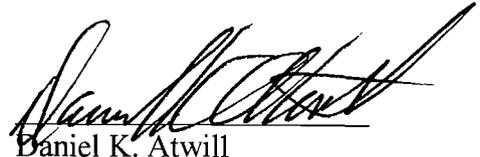
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4480 Hinkson Creek Road, Parcel #12-801-28-00-002.00 01.

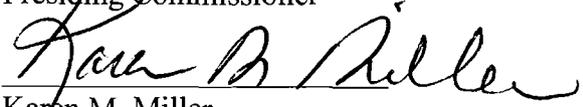
Done this 7th day of May, 2013.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

4480 Hinkson Creek Road

Pictures taken 4/22/13 by Kala Wekenborg



ACTIVITY LOG
4480 HINKSON CREEK ROAD

| | |
|---------|---|
| 2/15/13 | citizen complaint received |
| 2/18/13 | inspection conducted |
| 2/19/13 | notice of violation for trash/junk and an inoperable automobile sent via Certified mail |
| 3/21/13 | Certified letter returned to PHHS as unclaimed |
| 4/1/13 | reinspection conducted |
| 4/4/13 | Notice of Declaration of Public Nuisance and Order for Abatement posted in Columbia Daily Tribune |
| 4/22/13 | reinspection conducted |
| 4/22/13 | pictures taken |
| 4/23/13 | hearing notice sent via First Class Mail |

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

| | | |
|---------------------------|---|--------------------------------------|
| In Re: Nuisance Abatement |) | May Session |
| 4480 Hinkson Creek Rd |) | April Adjourned |
| Columbia, MO 65202 |) | Term 2013 |
| |) | Commission Order No. <u>214-2013</u> |

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 7th day of May 2013, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash and junk and a derelict/unlicensed/junk-filled/dismantled/inoperable white Ford Taurus on the premises.
4. The location of the public nuisance is as follows:4480 Hinkson Creek Road PT E1/2 SE (S of Road and W of Creek being the smaller tract of SUR 509-405) a/k/a parcel #12-801-28-00-002.00 01 Section 28, Township 49, Range 1 as shown by deed book 0351 page 0091, Boone County
5. The specific violation of the Code is: trash and junk and a derelict/unlicensed/junk-filled/dismantled/inoperable white Ford Taurus on the premises in violation of sections 6.5 and 6.9 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 18th day of February, 2013, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current

- year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

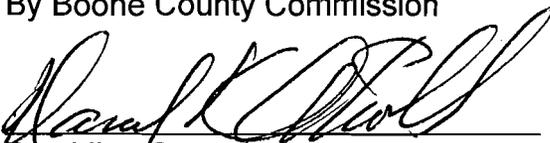
Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

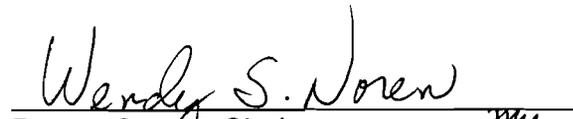
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk *my*



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

John H & Mollie B Gallup
1522 County Road 268B
Columbia, MO 65202

An inspection of the property you own located at 4480 Hinkson Creek Road (parcel # 12-801-28-00-002.00 01) was conducted on February 18, 2013 and revealed trash and junk and a derelict/unlicensed/inoperable/junk-filled/dismantled/inoperable white Ford Taurus on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Sections 6.5 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, May 7, 2013 at 9:30 AM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

[Handwritten signature of Kala Wekenborg]

Kala Wekenborg
Environmental Public Health Supervisor

This notice deposited in the U.S. Mail, first class postage paid on the 23 day of April, 2013 by KC

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

John H & Mollie B Gallup
1522 County Road 268B
Columbia, MO 65202

An inspection of the property you own located at 4480 Hinkson Creek Road (parcel # 12-801-28-00-002.00 01) was conducted on February 18, 2013 and a revealed derelict/unlicensed/junk-filled/dismantled/inoperable white Ford Taurus on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. In order to correct this violation, the vehicle must be legally licensed, repaired, removed from the premises, stored in a garage or similar enclosure, or enclosed within a locked, fenced area that is not clearly visible from adjacent property within **15 days** after the receipt of this notice. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance is not abated as ordered, the County Commission may have the nuisance abated with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kala Gunier
Environmental Public Health Supervisor

This notice deposited in the U.S. Mail certified, return receipt requested on the 19 day of February, 2013 by KG.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

John H & Mollie B Gallup
1522 County Road 268B
Columbia, M 65202

An inspection of the property you own located at 4480 Hinkson Creek Road (parcel # 12-801-28-00-002.00 01) was conducted on February 18, 2013 and revealed trash and junk on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kala Gunier
Environmental Public Health Supervisor

This notice deposited in the U.S. Mail certified, return receipt requested on the 19 day of February 2013 by KC.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



**Tom Schauwecker
Boone County Assessor**

Boone County Government Center
801 E. Walnut, Rm 143
Columbia, MO 65201-7733

Office (573) 886-4270
Fax (573) 886-4254

Parcel 12-801-28-00-002.00 01

Property Location 4480 HINKSON CREEK RD

City Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)
Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner GALLUP JOHN H & MOLLIE B
Address 1522 COUNTY ROAD 268B
City, State Zip COLUMBIA, MO 65202

FEB 19 2013

Subdivision Plat Book/Page
Section/Township/Range 28 49 12

Legal Description PT E1/2 SE (S OF ROAD &
W OF CREEK)
(BEING THE SMALLER TRACT
OF SUR 509-405)

Deeded Acreage 3.14
Calculated Acreage 2.9

Deed Book/Page 0351 0091

| Current Appraised | | | | Current Assessed | | | |
|-------------------|---------------|---------------|---------------|------------------|--------------|--------------|--------------|
| Type | Land | Bldgs | Total | Type | Land | Bldgs | Total |
| RI | 15,120 | 21,700 | 36,820 | RI | 2,872 | 4,123 | 6,995 |
| Totals | 15,120 | 21,700 | 36,820 | Totals | 2,872 | 4,123 | 6,995 |

Most Recent Tax Bill(s)

Residence Description

Year Built 2010
Use SINGLE FAMILY (101)

Basement NONE (1) Attic NONE (1)

Bedrooms 2 Main Area 864
Full Bath 1 Finished Basement Area 0
Half Bath 0
Total Rooms 5 Total Square Feet 864

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Call ID : 5570
Customer ID . . . :

Type information, press Enter.

Comment

APPROXIMATELY 4600 HINKSON CREEK ROAD, COLUMBIA
INSULATION AND JUNK ALL OVER YARD, HAS BEEN THERE
FOR ABOUT A YEAR. PLEASE CALL DON HUNTER AT:
474-8336 AFTER INSPECTION.

User ID

KKCASSID 2/15/13
KKCASSID 2/15/13
KKCASSID 2/15/13
KKCASSID 2/15/13
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER

More...

F10=Display sequence F12=Cancel

4480

White Ford Taurus

COLUMBIA DAILY TRIBUNE

P.O. Box 798 • Columbia, MO • 65205-0798

| | | |
|---------------------|----------------|------------------------|
| BILLING PERIOD: | | ADVERTISER/CLIENT NAME |
| 04/01/13 - 04/07/13 | | CC HEALTH DEPT |
| TOTAL AMOUNT DUE: | INVOICE NUMBER | TERMS OF PAYMENT |
| 70.98 | 1161805 | Due 30 Days |

| PAGE # | BILLING DATE | BILLED ACCOUNT NUMBER | ADVERTISER/CLIENT NUMBER |
|--------|--------------|-----------------------|--------------------------|
| 1 | 04/07/13 | 10195 | |

INVOICE

BILLED ACCOUNT NAME & ADDRESS *** ACCTS PAYABLE (po#130101)
 CC HEALTH DEPT
 1005 W WORLEY
 COLUMBIA MO 65203

| CREDIT CARD PAYMENTS | |
|---|--|
|  Card Number: _____ | |
|  Exp. Date: _____ Amt. to pay: _____ | |
|  Signature: _____ | |
|  Name on Card: _____ | |

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

| DATE | NEWSPAPER REFERENCE | DESCRIPTION - OTHER COMMENTS / CHARGES | BILLED UNITS | RATE | BALANCE |
|---|------------------------------|---|-------------------------|------|----------------------|
| 04/04 | AD CLASS: 851465 04/04 | Classified Line Gallup 1000 1490941 Ad Class Totals: | 1x78L 78L \$70.98 | 1 | 70.98 78.000 line |
| PLEASE PAY THIS AMOUNT  | | | | | 70.98 |

COLUMBIA DAILY TRIBUNE 101 North 4th Street • P.O. Box 798
 Columbia, MO 65205 • (573) 815-1500

| ADVERTISER INFORMATION | | | | |
|------------------------|---------------------|-----------------------|----------------------------|--------------------------|
| INVOICE NUMBER | BILLING PERIOD | BILLED ACCOUNT NUMBER | ADVERTISER / CLIENT NUMBER | ADVERTISER / CLIENT NAME |
| 1161805 | 04/01/13 - 04/07/13 | 10195 | | CC HEALTH DEPT |

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Samantha Offutt, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ April 4, 2013
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

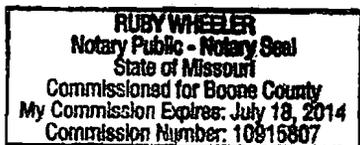
\$70.98

Printer's Fee

By: Samantha Offutt
Samantha Offutt

Subscribed & sworn to before me this 8 day of April, 2013

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: John H & Mollie B Gallup
1522 County Road 268B
Columbia, MO 65202

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Health Department, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: 4480 Hinkson Creek Road Parcel number 12-801-28-00-002.00 01 Boone County, Missouri as shown by deed book 0351 page 0091

Type of Nuisance: Junk and trash on the premises in violation of section 6.5 of the Boone County Public Nuisance Ordinance and a derelict/ unlicensed/ junk-filled/ dismantled/ inoperable white Ford Taurus on the premises in violation of section 6.9 of the Boone County Public Nuisance Ordinance.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/ Boone County Health Department, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: _____

Stephanie Browning,
Director, Columbia/Boone County Health Department

INSERTION DATE: April 4, 2013.

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[Send Mail](#)

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[Shop](#)

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Track & Confirm

You entered: 701115000086648824

Status: Delivered

Your item was delivered at 9:38 am on March 21, 2013 in COLUMBIA, MO 65205. Additional information for this item is stored in files offline.

You may request that the additional information be retrieved from the archives, and that we send you an e-mail when this retrieval is complete. Requests to retrieve additional information are generally processed momentarily.

I would like to receive notification on this request

[Restore](#)

Find Another Item

What's your label (or receipt) number?

LEGAL

- [Privacy Policy](#)
- [Terms of Use](#)
- [FOIA](#)
- [No FEAR Act EEO Data](#)

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CITY OF COLUMBIA / BOONE COUNTY



DEPARTMENT OF PUBLIC HEALTH AND
DIVISION OF ENVIR

1005 W. WORLEY
P.O. BOX 6015
COLUMBIA, MISSOURI 65205-6015



7011 1150 0000 8664 6524

08.119

John H & Mollie B Gallup
1522 County Road 268B
Columbia, MO 65202

An inspection of the property you own located at 4480 L

*DKA
2/13/13*

*02-28
03-10*

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

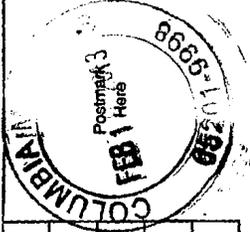
For delivery information visit our website at www.usps.com®

OFFICIAL USE

| | |
|---|---------|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 6.11 |

John H & Mollie B Gallup
 1522 County Road 268B
 Columbia, MO 65202

PS Form 3800, August 2006 See Reverse for Instructions



7011 1150 0000 8664 6524

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 7th day of May 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Contract Agreement with CenturyLink establishing one billing system resulting in one bill for each department/office. This new contract replaces the original contract approved on Commission Order 52-2013. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 7th day of May, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: May 2, 2013
RE: Long Distance Contract Agreement- CenturyLink

A long distance contract negotiated by Teleplus with CenturyLink was authorized by Commission Order 52-2013. The attached contract replaces that contract per request of Court Chrisman with CenturyLink. The rate remains the same at \$0.004 per minute.

The reason according to Court for replacing this contract is that the other contract was going to start billing from a different billing system, and then every department would end up with two bills, one for Centrex services and one for long distance. This contract gives us the same long distance rate of \$0.004/minute but keeps us in the same billing system and keeps each department/office with one bill.

The County spends less than \$6,000 in a 90 day period on long distance, so is not required to bid this service. Our long distance accounts with CenturyLink are averaging \$596.12 per month, \$7,153.44 per year.

ATTACHMENT: CenturyLink Custom Cover Agreement

cc: Contract File

CenturyLink Custom Cover Agreement

Customer Name: Boone County, Missouri
Address: 601 E. Walnut
Columbia, MO 65201

This CenturyLink Custom Cover Agreement (the "Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.** as contracting agent on behalf of the applicable CenturyLink affiliated entities providing the Products and Services ("CenturyLink") and **BOONE COUNTY, MISSOURI** ("Customer") establishes the terms and conditions governing CenturyLink's provision of the Products and Services priced in this Agreement. This Agreement and any information concerning its pricing, terms and conditions are CenturyLink's proprietary information and the term of the parties' nondisclosure agreement, if any, is extended to be coterminous with the Agreement Term. All capitalized terms not otherwise defined in this Agreement will have the meanings set forth in the applicable Attachment.

For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

1. **TERM.** This Agreement will be for a term of 36 months ("Agreement Term") starting on the date all parties have signed this Agreement ("Effective Date"). CenturyLink will not accept Orders after expiration of the Agreement Term, but the Agreement will continue to apply to any unexpired Orders properly placed during the Agreement Term. The Order Term for a particular Product or Service is defined in the applicable attachment.
2. **PRODUCTS AND SERVICES ATTACHMENTS.**
 - 2.1 **Products and Services.** CenturyLink will provide to Customer the Products and Services identified in the following Attachments attached and incorporated by this reference. The name of the CenturyLink operating company providing Products and Services to Customer is listed in the Attachment.
Attachment A: RESERVED
Attachment B: RESERVED
Attachment C: RESERVED
Attachment D: Long Distance Business Services
 - 2.2 **Terms and Conditions.** CenturyLink provides Products and Services under terms and conditions incorporated by reference in the applicable Attachment.
 - 2.3 **Purchase Orders.** If expressly permitted under the applicable Attachment, CenturyLink will accept Customer-issued purchase orders, which will be subject to this Agreement.
 - 2.4 **Termination.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of Service before the end of an Order Term or any subsequent renewal, termination liability will apply as described in the applicable Attachment. If no termination liability is specified in the applicable Attachment, Customer will be liable for 50% of the monthly payments that would otherwise remain in the Order Term.
3. **RATES AND CHARGES.** Customer will pay the rates and charges set forth in the applicable Attachment. Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer.
4. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
5. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to CenturyLink on or before February 28, 2013; and (c) signed by a

CenturyLink Custom Cover Agreement

Customer Name: Boone County, Missouri
Address: 601 E. Walnut
Columbia, MO 65201

CenturyLink officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties.

CENTURYLINK SALES SOLUTIONS, INC.

BOONE COUNTY, MISSOURI

By: [Signature]
Name: RR Collett
Title: Bus SALES MGR
Date: 7-24-13
Address: _____

By: [Signature]
Name: DANIEL K. ATWILL
Title: PRESIDING COMMISSIONER
Date: 5-7-13
Address: _____

Address for Notice:
Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

Approved as to Legal Form
CenturyLink Law Dept.
MC—February 1, 2013

APPROVED AS TO LEGAL FORM
[Signature]
DATE: 4/25/13

APPROVED
CenturyLink
Enterprise Special Pricing
BRH • 2/1/13

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
[Signature] 04/25/13
Auditor Date
No Encumbrance Required - T&S

CenturyLink Custom Cover Agreement

Customer Name: Boone County, Missouri
Address: 601 E. Walnut
Columbia, MO 65201

ATTACHMENT A
RESERVED

CenturyLink Custom Cover Agreement

Customer Name: Boone County, Missouri
Address: 601 E. Walnut
Columbia, MO 65201

ATTACHMENT B
RESERVED

CenturyLink Custom Cover Agreement

Customer Name: Boone County, Missouri
Address: 601 E. Walnut
Columbia, MO 65201

ATTACHMENT C
RESERVED

CenturyLink Custom Cover Agreement

Customer Name: Boone County, Missouri
Address: 601 E. Walnut
Columbia, MO 65201

ATTACHMENT D

LONG DISTANCE BUSINESS SERVICES

1. **CENTURYLINK ENTITY.** Services described in this Attachment are provided by CenturyTel Long Distance LLC.
2. **TERMS AND CONDITIONS.** CenturyLink provides Long Distance business services under the Standard Terms and Conditions for Communications Services and relevant Schedules and Tariffs incorporated by reference in this Attachment and posted to <http://www.centurylink.com/Pages/AboutUs/CompanyInformation/Regulatory/tariffLibrary.jsp>
3. **VOICE SERVICES.**

3.1. **Order Term.** The initial Order Term is 36 months and will begin when Services are installed and made available to Customer ("Commencement Date.")

3.2 **Minimum Annual Commitment.**

- A. During the Order Term, Customer agrees to purchase at least the amount selected below per year of Service charges ("Minimum Annual Commitment"). The monthly charge and all block coverage usage charges associated with any of the Easy Rate Minimum Annual Commitment levels contribute to meeting the Minimum Annual Commitment. Additionally, international direct dialed usage charges contribute. Feature charges, equipment, calls which are pay-for-use (900, 976, etc.), Operator Services, Directory Assistance and any other charges (including, but not limited to, Carrier Universal Service Charges, National Access Fees and Presubscribed Line Charges) are not contributory to meeting the Minimum Annual Commitment.

| Minimum Annual Commitment | Monthly Charge | Block of Minutes Domestic Dial-1 and Toll Free | Overage rate per minute |
|---------------------------|----------------|--|-------------------------|
| \$600.00 | \$50.00 | 1,250 | \$0.04 |

- B. If Customer fails to satisfy the Minimum Annual Commitment, in addition to all other applicable charges, Customer will pay CenturyLink the difference between the Minimum Annual Commitment and Customer's actual contributory Service charges for each Contract Year in which Customer does not achieve the Minimum Annual Commitment.
- C. If Customer terminates this Agreement or ceases to use Services to any material extent, Customer will pay to CenturyLink the Minimum Annual Commitment divided by 12 multiplied by the number of billing months remaining in the Order Term.
- D. Calls are measured and billed for an initial period of 18 seconds and timed in 6-second increments for usage over 18 seconds. The call rating is rounded to the nearest full cent with a minimum \$0.01 charge for usage.
- E. Toll Free Service is available with this offer. A non-contributory monthly recurring charge per toll free number applies.
- G. An International Discount Plan option which provides discounted International direct dialed rates is available for a separate non-contributory monthly recurring charge.

3.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.

CenturyLink Custom Cover Agreement

Customer Name: Boone County, Missouri
Address: 601 E. Walnut
Columbia, MO 65201

- 3.4 Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 7th day of May 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the U.S. Communities Cooperative Contract 11019-RFP – Retail Maintenance Repair and Operating Commodities and Related Services Term & Supply with HD Supply Facilities Maintenance.

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

Done this 7th day of May, 2013.

ATTEST:

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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: April 26, 2013
RE: U.S. Communities Cooperative Contract 11019-RFP – Retail Maintenance
Repair and Operating Commodities and Related Services Term & Supply

Purchasing and Facilities Maintenance Departments request permission to utilize the U.S. Communities Cooperative Contract 11019-RFP – Retail Maintenance Repair and Operating Commodities and Related Services Term & Supply with HD Supply Facilities Maintenance.

This contract is a term and supply contract to be used on an as needed basis and is available Countywide.

cc: Contract File
Bob Davidson, Facilities Maintenance

**PURCHASE AGREEMENT FOR
RETAIL MAINTENANCE REPAIR AND OPERATING COMMODITIES AND RELATED SERVICES
WITH HD SUPPLY FACILITIES MAINTENANCE**

THIS AGREEMENT dated the 7th day of May 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **HD Supply Facilities Maintenance**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Retail Maintenance Repair and Operating (MRO) commodities and related services with HD Supply Facilities Maintenance**, in compliance with all Request For Proposal specifications and any addendum issued for the Maricopa County Request for Proposal **11019-RFP**, the resulting Maricopa County and US Communities contract 11019-RFP as well as the Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this Request For Proposal if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the Maricopa County Contract **11019-RFP** shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Retail Maintenance Repair and Operating commodities and related services as identified and responded to in Exhibit A and B of the Contractor's proposal response in the attached Maricopa County contract. Products will be provided as required in the bid specifications and in conformity with the contract documents for the prices and with the rebates set forth in the Maricopa County contract, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date written above** and extend through **July 31, 2014** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's RFP response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Delivery** - Contractor agrees to deliver retail maintenance repair and operating commodities per the proposal documents.
5. **Billing and Payment** - All billing shall be invoiced to the using department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the RFP. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

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

HD SUPPLY FACILITIES MAINTENANCE

BOONE COUNTY, MISSOURI

by *John J. Bally*
title *Director, Strategic Business Dev.*

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

APPROVED AS TO FORM:

J. R. [Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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

Jan E. Pitchford
Signature *by cjt*

4/26/13
Date

County wide - Term and Supply
No Encumbrance Required
Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
12. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

PLEASE SUBSTITUTE ATTACHED REVISED
PAGES TO SUBJECT CONTRACT.

MAR 26 2012

SERIAL 11019-RFP MRO SUPPLIES AND RELATED SERVICES
Contract - HD Supply Facilities Maintenance

DATE OF LAST REVISION: March 26, 2012 CONTRACT END DATE: July 31, 2014

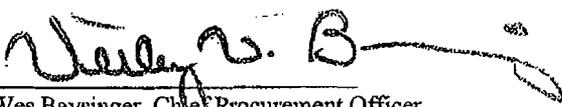
AMENDMENT #1(DTD 03/26/12) PRICING CHANGES POSTED AT END OF CONTRACT.

CONTRACT PERIOD THROUGH JULY 31, 2014

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for MRO SUPPLIES AND RELATED SERVICES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on July 06, 2011 (Eff. 08/01/11).

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

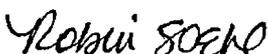

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

CH/ua
Attach

Copy to: Office of Procurement Services
Richard Crago, Facilities Management
Jim Baker, Public Works- MCDOT

(Please remove Serial 05091-RFP from your contract notebooks)

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:


Signature:

March 26, 2012
Date:

CONTRACT AMENDMENT #1

HD SUPPLY FACILITIES MAINTENANCE, LLP

EFFECTIVE 03/26/ 2012

Effective with the March 26, 2012 HD Supply Catalog release date, the following price changes to Section 1.0 (Pricing) are agreed upon between HD Supply Facilities Maintenance and Maricopa County:

1. Category 4 (HVAC) Refrigerants and Compressed Gases, shall be 15.00% Discount from List. All items within this category, with the exception of R22, shall remain fixed for the catalog year. R22's daily price will fluctuate based on the Daily Call for Price amount.
2. Demolition and Installation charges are updated as indicated.



CONTRACT PURSUANT TO RFP

SERIAL 11019-RFP

This Contract is entered into this sixth (6th) day of July, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HD Supply Facilities Maintenance, a Florida Limited Partnership (collectively, "Contractor") for the purchase of Wholesale Maintenance, Repair and Operating (MRO) commodities and related services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the first (1st) day of August, 2011 and ending the thirty-first (31st) day of July, 2014.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 WHOLESALE PRICE ADJUSTMENTS:

Catalog prices or pricing discounts based off the Contractor's current published catalog pricing are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sums stated in Exhibit "A."
- 3.2 For non-procurement card transactions, payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 .
- 3.4 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):
 - 3.4.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- Bill-to name and contact information
- Contract serial number
- Purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

- 3.4.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.4.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).
- 3.4.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to,

attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

HD Supply Facilities Maintenance
Director, Institutional Sales
10641 Scripps Summit Ct.
P.O. Box 509058
San Diego, CA 92150-5098

6.8 REQUIREMENTS CONTRACT:

6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.17 RETENTION OF RECORDS:

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor

shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ALTERNATIVE DISPUTE RESOLUTION:

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors

shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 CONTRACTOR LICENSE REQUIREMENT:

6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

6.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 6.27 PRICES:
- Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.
- 6.28 GOVERNING LAW:
- This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona
- 6.29 ORDER OF PRECEDENCE:
- In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.
- 6.30 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)
- The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.
- 6.31 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)
- County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on

Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

6.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.32.1 Exhibit A, Pricing;

6.32.2 Exhibit B, Scope of Work;

6.32.3 Exhibit C, ARRA and FEMA Terms and Conditions

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Anesa Chaibi, President
PRINTED NAME AND TITLE

10641 Scripps Summit Ct. San Diego CA 92121
ADDRESS

7/1/11
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JUL 19 2011
DATE

ATTESTED:



CLERK OF THE BOARD 070611

JUL 19 2011
DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

July 15 2011
DATE

EXHIBIT A

PRICING

SERIAL 11019-RFP
 NIGP CODE: 45041
 RESPONDENT'S NAME: HD Supply Facilities Maintenance, Ltd.
 COUNTY VENDOR NUMBER : 2011000856 0
 ADDRESS: 10641 Scripps Summit Ct.
San Diego, CA 92131
 P.O. ADDRESS: PO BOX 509058, San Diego, CA 92150-5098
 TELEPHONE NUMBER: 877-610-6912
 FACSIMILE NUMBER: 877-219-8526
 WEB SITE: www.hdsupplysolutions.com
 CONTACT (REPRESENTATIVE): Sheila Schnellenberger
 REPRESENTATIVE'S E-MAIL ADDRESS: Sheila.Schnellenberger@hdsupply.com

| | | |
|---|------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT | [X] | [] |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | [X] | [] |
| PAYMENT TERMS: NET 30 DAYS | | |

1.0 PRICING:

1.2 Wholesale Catalog Discount By Category Annual Issue Date of Catalog Varies Annually

(Insert Sub-categories as necessary)

| <u>Category 1</u> | <u>Appliances</u> | <u>Discount from List %</u> |
|-------------------|--|-----------------------------|
| | Appliance - Dishwasher Repair | 20.00% |
| | Appliance - Dishwashers & other Appliances | 5.00% |
| | Appliance - Gas Supply Lines & Fittings | 15.00% |
| | Appliance - Ice Machines | 5.00% |
| | Appliance - Laundry | 5.00% |
| | Appliance - Microwaves | 10.00% |
| | Appliance - Oven Repair | 20.00% |
| | Appliance - Ovens | 5.00% |
| | Appliance - Range Hood Filters | 20.00% |
| | Appliance - Range Hoods | 10.00% |
| | Appliance - Refrigerator Repair | 15.00% |
| | Appliance - Refrigerators | 5.00% |
| | Appliance - Washer & Dryer Repair | 20.00% |
| <u>Category 2</u> | <u>Building Materials</u> | |
| | Building Materials | 5.00% |
| | Fencing And Gates | 5.00% |
| | Bi-Fold Doors | 10.00% |
| | Bypass Doors | 5.00% |
| | Moldings | 20.00% |
| | Pre-hung Ext Doors | 5.00% |
| | Pre-hung Int. Doors | 5.00% |
| | Slab Doors | 15.00% |
| <u>Category 3</u> | <u>Hardware</u> | |
| | Cabinet & Drawer Hardware | 20.00% |

| | | | |
|-------------------|---|--|--------|
| | | Carpet | 5.00% |
| | | Ceiling Tile | 5.00% |
| | | Commercial Door Hardware | 10.00% |
| | | Commercial Locksets | 10.00% |
| | | Door & Wall Protection | 20.00% |
| | | Door Hinges & Closers | 15.00% |
| | | Door Security Hardware | 15.00% |
| | | Electronic Locks & Safes | 5.00% |
| | | Floor Tile | 15.00% |
| | | Tools - Fasteners | 20.00% |
| | | Tools - Gate & Garage Door Hardware | 10.00% |
| | | Laminate Flooring | 5.00% |
| | | Mailboxes & Accessories | 20.00% |
| | | Residential Locksets | 10.00% |
| | | Screen Frame & Wire | 20.00% |
| | | Sliding Patio Door Hardware | 15.00% |
| | | Wardrobe Hardware | 20.00% |
| | | Weatherization & Thresholds | 20.00% |
| | | Window Hardware | 15.00% |
| <u>Category 4</u> | <u>HVAC</u> | | |
| | | Air Filtration | 15.00% |
| | | Air Handlers, Furnaces & Coils | 5.00% |
| | | Compressors & Fittings | 10.00% |
| | | Condensing Units | 5.00% |
| | | Exhaust Fans | 15.00% |
| | | Heaters | 10.00% |
| | | Hydronic Products, Controls & Gauges | 10.00% |
| | | Indoor Air Quality (IAQ) | 15.00% |
| | | PTAC & Ductless (Mini Splits) | 5.00% |
| | | Refrigerants & Compressed Gases | 10.00% |
| | | Repair Parts | 15.00% |
| | | Thermostats & Temperature Control | 10.00% |
| | | Thru-The-Wall Condensers | 5.00% |
| | | Tools & Supplies | 10.00% |
| | | Ventilation | 15.00% |
| | | Wall Air Conditioners | 10.00% |
| | | Window & Portable Air Conditioners | 10.00% |
| | | Tools- Fireplace | 10.00% |
| <u>Category 5</u> | <u>Sprinkler/Irrigation</u> | | |
| | | Sprinkler Heads, Nozzles & Accessories | 10.00% |
| | | Sprinkler Valves & Accessories | 15.00% |
| <u>Category 6</u> | <u>Janitorial</u> | | |
| | | Janitorial/Cleaning - Carpet Extractors & Floor Machines | 10.00% |
| | | Janitorial/Cleaning - Cleaning Chemicals | 10.00% |
| | | Janitorial/Cleaning - Cleaning Equipment & Supplies | 15.00% |
| | | Janitorial/Cleaning - Dillution Systems | 5.00% |
| | | Janitorial/Cleaning - Floor Mats & Non-Slip | 15.00% |
| | | Janitorial/Cleaning - Hand Soaps & Sanitizers | 20.00% |
| | | Janitorial/Cleaning - Paper Product | 10.00% |
| | | Janitorial/Cleaning - Pest Control | 15.00% |
| | | Janitorial/Cleaning - Trash Liners | 10.00% |
| | | Janitorial/Cleaning - Vacuums And Accessories | 10.00% |
| | | Janitorial/Cleaning - Waste Receptacles And Liners | 10.00% |
| <u>Category 7</u> | <u>Landscaping Equipment and Supplies</u> | | |

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|--------------------|-------------------------------|----------------------------------|--------|
| | | Outdoor Equipment | 5.00% |
| | | Utility Vehicle & Accessories | 10.00% |
| | | Garden Hoses & Nozzles | 15.00% |
| <u>Category 8</u> | <u>Motors/Pumps</u> | | |
| | | Circulator Pumps | 10.00% |
| | | Pumps & Regulators | 10.00% |
| | | Motors & Fan Blades | 10.00% |
| <u>Category 9</u> | <u>Paints/Coatings</u> | | |
| | | Caulking | 15.00% |
| | | Interior Surface Repair | 15.00% |
| | | Outdoor Surface Repair | 10.00% |
| | | Paint | 5.00% |
| | | Paint Sundries | 15.00% |
| | | Primers | 5.00% |
| | | Spray Paint | 15.00% |
| | | Tapes & Adhesives | 20.00% |
| | | Wall & Ceiling Repair | 20.00% |
| <u>Category 10</u> | <u>Plumbing</u> | | |
| | | Bathroom Hardware | 20.00% |
| | | Decorative Bath Hardware | 15.00% |
| | | Disposers & Repair | 5.00% |
| | | Escutcheons, Flanges & Trim Kits | 15.00% |
| | | Faucet & Shower Valve Repair | 15.00% |
| | | Faucets & Shower Valves | 10.00% |
| | | Handles And Index Buttons | 15.00% |
| | | Kitchen & Bar Faucets | 10.00% |
| | | Lavatory Faucets | 10.00% |
| | | Pop Ups & Repair | 15.00% |
| | | Public Washroom | 15.00% |
| | | Shower & Bath Accessories | 20.00% |
| | | Specialty & Commercial Faucets | 5.00% |
| | | Spouts & Aerators | 15.00% |
| | | Stems & Cartridges | 10.00% |
| | | Tub & Shower Valves | 5.00% |
| | | Tub Spouts & Showerheads | 15.00% |
| | | Tub Waste and Drain Repair | 15.00% |
| | | Controllers | 10.00% |
| | | Drain Cleaning Equipment | 10.00% |
| | | Metal & Plastic Tubular | 15.00% |
| | | Pipe Repair & Weatherization | 15.00% |
| | | Shower Doors, Tubs & Enclosures | 10.00% |
| | | Sink Repair | 20.00% |
| | | Sinks | 15.00% |
| | | Toilet & Tank Repair | 10.00% |
| | | Toilet Seats | 20.00% |
| | | Toilets | 10.00% |
| | | Water Coolers & Bubblers | 10.00% |
| | | Water Heater Repair | 10.00% |
| | | Water Heaters | 5.00% |
| | | Bath Vanities (Kitchen Cab) | 5.00% |
| | | Bathroom Vanities | 15.00% |
| | | Medicine Cabinets | 15.00% |
| | | Kitchen Cabinets | 10.00% |
| <u>Category 11</u> | <u>Swimming Pool Supplies</u> | | |

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| | Pool Chemicals | 5.00% |
| | Pool Equipment | 10.00% |
| | Pool And Patio Furniture | 10.00% |
| <u>Category 12</u> | <u>Tools, General Purpose, Hand Held</u> | |
| | Acrylic Sheet | 10.00% |
| | Barriers & Protectors | 10.00% |
| | Carts & Trucks | 15.00% |
| | Drywall Tools | 15.00% |
| | Hand Tools | 10.00% |
| | Ladders & Ladder Acc. | 10.00% |
| | Lockout/Tagout | 15.00% |
| | Lubricants | 20.00% |
| | Occupational Safety | 20.00% |
| | Plumbing Hand Tools | 15.00% |
| | Power Equipment | 5.00% |
| | Power Tool Accessories | 15.00% |
| | Power Tools | 5.00% |
| | Signage | 20.00% |
| | Storage | 15.00% |
| | Wheels & Casters | 20.00% |
| | Flooring Tools | 20.00% |
| <u>Category 13</u> | <u>Tools, Machine Type</u> | |
| | Shop Tools | 5.00% |
| | Bench Top Tools | 5.00% |
| <u>Category 14</u> | <u>Window Coverings</u> | |
| | 1" Metal Plus Mini Blinds | 20.00% |
| | 2" Faux Wood Blinds | 20.00% |
| | 2" Metal Plus Blinds | 20.00% |
| | 3-1/2" Deluxe Vertical Blinds | 15.00% |
| | Aluminum Mini Blinds | 20.00% |
| | Vertical Blinds | 20.00% |
| | Vinyl Mini Blinds | 20.00% |
| | Window Covering Accessories | 20.00% |
| | Window Shades & Rods | 20.00% |
| <u>Category 15</u> | <u>Hospitality</u> | |
| | Hospitality Supply - ADA Communications | 5.00% |
| | Hospitality Supply - Baby Cribs & Sheets | 5.00% |
| | Hospitality Supply - Banquet Furniture | 10.00% |
| | Hospitality Supply - Bathroom Hardware (Hospitality) | 5.00% |
| | Hospitality Supply - Beds & Frames | 5.00% |
| | Hospitality Supply - Bellman's Carts & Accessories | 5.00% |
| | Hospitality Supply - Business Forms | 15.00% |
| | Hospitality Supply - Cleaning Equipment and Supplies | 5.00% |
| | Hospitality Supply - Conference A/V Equipment | 5.00% |
| | Hospitality Supply - Crowd Management | 5.00% |
| | Hospitality Supply - Extended Stay/Timeshare Supp & Equip | 10.00% |
| | Hospitality Supply - Fitness Equipment | 5.00% |
| | Hospitality Supply - Food & Beverage Equipment & Supplies | 10.00% |
| | Hospitality Supply - Guest Room Appliances | 5.00% |
| | Hospitality Supply - Guest Room Case Goods & Furniture | 5.00% |
| | Hospitality Supply - Guest Room Coffee Makers & Coffee | 5.00% |
| | Hospitality Supply - Guest Room Printed Supplies | 15.00% |

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| | Hospitality Supply - Guest Room Supplies | 10.00% |
| | Hospitality Supply - Handsoaps & Dispensers | 5.00% |
| | Hospitality Supply - Hospitality Ice Machines | 5.00% |
| | Hospitality Supply - Housekeeping Carts & Accessories | 10.00% |
| | Hospitality Supply - Laundry Carts & Accessories | 10.00% |
| | Hospitality Supply - Logo Amenities | 5.00% |
| | Hospitality Supply - Personal Care Amenities | 5.00% |
| | Hospitality Supply - Restaurant Equipment & Supplies | 5.00% |
| | Hospitality Supply - Room Decor | 5.00% |
| | Hospitality Supply - Shower Curtains & Liners | 10.00% |
| | Hospitality Supply - Telephones & Accessories | 10.00% |
| <u>Category 16</u> | <u>Water/Wastewater Treatment</u> | |
| | Water Filtration | 10.00% |
| | Pipe & Pipe Fittings | 10.00% |
| | Water Supply & Fittings | 20.00% |
| <u>Category 17</u> | <u>Miscellaneous</u> | |
| | Ability One - Brooms & Brushes | 5.00% |
| | Ability One - Cleaning Supplies | 15.00% |
| | Ability One - Floor Care | 5.00% |
| | Ability One - Paint & Tape | 5.00% |
| | Ability One - Paper Products - AbilityOne | 5.00% |
| | Ability One - Safety & Sundries | 5.00% |
| | Electrical - Audio/Video Accessories | 15.00% |
| | Electrical - Audio/Video Equipment | 5.00% |
| | Electrical - Building Wire | 15.00% |
| | Electrical - Cameras | 10.00% |
| | Electrical - Carbon Monoxide Alarms | 10.00% |
| | Electrical - Circuit Breakers & Fuses | 10.00% |
| | Electrical - Conduit & Weatherproof/Electrical Boxes | 20.00% |
| | Electrical - Door Chimes & Intercoms | 20.00% |
| | Electrical - Electrical Tools & Meters | 10.00% |
| | Electrical - Fire Extinguishers & Cabinets | 10.00% |
| | Electrical - Lighting Controls | 15.00% |
| | Electrical - Office Machines | 10.00% |
| | Electrical - Plug & Connectors | 20.00% |
| | Electrical - Power Cords & Connectors | 15.00% |
| | Electrical - Security & Surveillance | 15.00% |
| | Electrical - Smoke Alarms & Fire Safety | 10.00% |
| | Electrical - Surge Protection | 20.00% |
| | Electrical - Telephone & Video Repair | 20.00% |
| | Electrical - Time Switches | 15.00% |
| | Electrical - Two-Way Communications | 10.00% |
| | Electrical - Wall Plates | 20.00% |
| | Electrical - Wiring Devices | 20.00% |
| | Electrical - Wiring Devices - GFCIs | 15.00% |
| | Electrical - Wiring Devices - Receptacles | 20.00% |
| | Electrical - Wiring Supplies | 15.00% |
| | Healthcare - Aids to Daily Living | 10.00% |
| | Healthcare - Bathing & Toileting | 10.00% |
| | Healthcare - Bathing Units/Supplies & Repair | 5.00% |
| | Healthcare - Bed & Bath Linen | 10.00% |
| | Healthcare - Bed Repair Parts | 10.00% |
| | Healthcare - Beds & Case Goods | 5.00% |
| | Healthcare - Carts & Receptacles | 5.00% |

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| Healthcare - Incontinent Care | 5.00% |
| Healthcare - Janitorial | 10.00% |
| Healthcare - Lifts & Slings | 5.00% |
| Healthcare - Mattresses | 5.00% |
| Healthcare - Mobility Aids & Repair Parts | 10.00% |
| Healthcare - Nurse Call & Audio/Video Equipment | 10.00% |
| Healthcare - Patient Care | 10.00% |
| Healthcare - Privacy Curtains & Hardware | 10.00% |
| Healthcare - Resident Monitoring / Fall Prevention | 10.00% |
| Healthcare - Respiratory Aid | 10.00% |
| Healthcare - Wheelchair Cushions & Accessories | 10.00% |
| Healthcare - Wheelchair Repair Parts | 15.00% |
| Healthcare - Wheelchairs & Walkers | 5.00% |
| Lamps & Ballasts - A-Lamps | 15.00% |
| Lamps & Ballasts - Ballasts & Starters | 10.00% |
| Lamps & Ballasts - Batteries & Flashlights | 20.00% |
| Lamps & Ballasts - Decorative Lamps | 20.00% |
| Lamps & Ballasts - Fluorescent Lamp Adapters | 20.00% |
| Lamps & Ballasts - Fluorescent Tubes | 10.00% |
| Lamps & Ballasts - H.I.D. Lamps | 15.00% |
| Lamps & Ballasts - Halogen Lamps | 20.00% |
| Lamps & Ballasts - Lamps & Ballasts - CLEARANCE | 10.00% |
| Lamps & Ballasts - LED Lamps | 5.00% |
| Lamps & Ballasts - PAR Lamps | 15.00% |
| Lamps & Ballasts - Pin Based Compact Fluorescents | 20.00% |
| Lamps & Ballasts - Reflector Lamps | 20.00% |
| Lamps & Ballasts - Special Application Lamps | 20.00% |
| Lighting Fixtures - Bathroom Fixtures | 20.00% |
| Lighting Fixtures - Ceiling Fans | 15.00% |
| Lighting Fixtures - Chandeliers & Pendants | 20.00% |
| Lighting Fixtures - CLEARANCE - LIGHT FIXTURES | 10.00% |
| Lighting Fixtures - Emergency Lighting Fixtures | 15.00% |
| Lighting Fixtures - Exterior Fluorescent Fixtures | 15.00% |
| Lighting Fixtures - Exterior Incandescent Fixtures | 15.00% |
| Lighting Fixtures - Exterior LED Fixtures | 15.00% |
| Lighting Fixtures - Hospitality Fixtures | 15.00% |
| Lighting Fixtures - Interior Fluorescent Fixtures | 15.00% |
| Lighting Fixtures - Interior Incandescent Fixtures | 20.00% |
| Lighting Fixtures - Lamp Shades | 20.00% |
| Lighting Fixtures - Light Fixture Glass | 20.00% |
| Lighting Fixtures - Light Fixture Repair | 20.00% |
| Lighting Fixtures - Linear Fluorescent Fixtures | 10.00% |
| Lighting Fixtures - Post-Top Fixtures | 5.00% |
| Lighting Fixtures - Recessed & Track Lighting | 10.00% |
| Lighting Fixtures - Security Lighting | 15.00% |
| Lighting Fixtures - Wall Sconces | 15.00% |
| Office Solutions - Desktop | 5.00% |
| Office Solutions - Ink/Toner | 5.00% |
| Office Solutions - Labels | 5.00% |
| Office Solutions - Low Tech | 5.00% |
| Office Solutions - Mailroom/Shipping | 5.00% |
| Office Solutions - Paper | 5.00% |
| Office Solutions - Planning/Organization | 5.00% |
| Office Solutions - Technology | 5.00% |

SERIAL 11019-RFP

| | | |
|--------------------|--|--------|
| | Office Solutions - Writing | 5.00% |
| | Safety & Signage - Clearance - Safety & Signage | 5.00% |
| | Textiles - Blankets | 5.00% |
| | Textiles - Clearance Textiles | 5.00% |
| | Textiles - Mattress Pads Covers Toppers | 5.00% |
| | Textiles - Pillows And Protectors | 5.00% |
| | Textiles - Robes And Slippers | 10.00% |
| | Textiles - Sheets | 5.00% |
| | Textiles - Table Line | 5.00% |
| | Textiles - Top Of Bed | 5.00% |
| | Textiles - Towels | 5.00% |
| | Tools - Ice Melt | 10.00% |
| | Hospitality Supply - Office Supplies & Equipment | 15.00% |
| <u>Category 18</u> | <u>In Store Services</u> | |
| | Fabrication - Mirror/Glass Fabrication | 0.00% |
| | Fabrication - Bi-pass Doors Fabrication | 0.00% |
| | Fabrication - Cabinet Doors & Fronts Fabrication | 0.00% |
| | Fabrication - Cabinet Drawer Boxes Fabrication | 0.00% |
| | Fabrication - Countertops Fabrication | 0.00% |
| | Fabrication - TF Cabinet Doors & Fronts Fabrication | 0.00% |
| | Fabrication - Locks Fabrication | 0.00% |
| | Fabrication - S/O Cabinet Doors & Fronts Fabrication | 0.00% |
| | Fabrication - S/O Countertops Fabrication | 0.00% |
| | Fabrication - Screening Fabrication | 0.00% |

Search Results

Current Search Terms: HD supply* facilities* maintenance*

Your search for "HD Supply* Facilities* Maintenance*" returned the following results...

| | | |
|----------------------------------|---|------------------------------|
| Entity | HD SUPPLY FACILITIES MAINTENANCE LTD | Status: Active (+) |
| DUNS: 601834542 | CAGE Code: 0WBJ7 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Entity | HD SUPPLY FACILITIES MAINTENANCE, LTD. | Status: Active (+) |
| DUNS: 171218949 | CAGE Code: 34XF3 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |

SAM | System for Award Management 1.0

IBM v1.817.20130323-2053

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

7th

day of May

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 61/2013 – Trap Rock Term & Supply with Capital Sand Co., Inc. of Jefferson City, MO.

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

Done this 7th day of May, 2013.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: April 30, 2013
RE: Cooperative Contract: 61/2013 – Trap Rock Term and Supply

Purchasing and Public Works requests permission to utilize the City of Columbia cooperative term and supply contract 61/2013 – Trap Rock Term and Supply with Capital Sand Co., Inc. of Jefferson City, MO. This contracts extends through March 31, 2014.

This is a Term and Supply contract and invoices will be paid from Departement 2040 – PW-Maintenance, account 26200 – Rock.

cc: Contract File
Chet Dunn

**PURCHASE AGREEMENT
FOR
TRAP ROCK – TERM AND SUPPLY**

THIS AGREEMENT dated the 7th day of May 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Capital Sand Co., Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing and delivery of **Trap Rock** in compliance with the City of Columbia Contract **61/2013**, Boone County Standard Terms and Conditions as well as the Contractor's bid response. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents this Purchase Agreement shall prevail and control over all other documents, and the City of Columbia Contract 61/2013 and the related bid documents shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **the date of agreement and extend through March 31, 2014**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with trap rock on an as needed basis per the bid specifications.

| | |
|--------------------------------|----------------------------|
| Trap Rock, Grade B: | \$38.00 per ton, delivered |
| 3/8" x 1/4" Trap Rock: | \$38.00 per ton, delivered |
| 3/8" Osage River Rock or equal | \$21.00 per ton, delivered |

4. **Delivery** - Contractor agrees to deliver the items/service as specified and as requested by the County and within 5-7 business days after receipt of order.

5. The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.

6. **Billing and Payment** - All billing shall be to the Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at

217-2013

a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

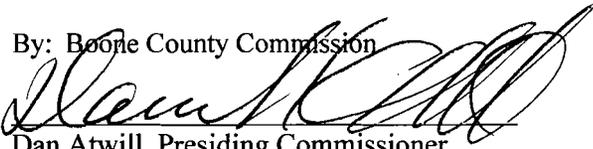
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications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

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

CAPITAL SAND CO., INC.

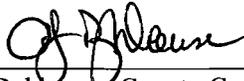
BOONE COUNTY, MISSOURI

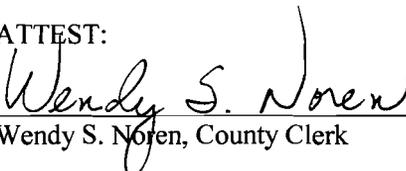
By 
 title President

By: Boone County Commission

 Dan Atwill, Presiding Commissioner

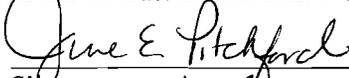
APPROVED AS TO FORM:

ATTEST:


 C.J. Dykhouse, County Counselor


 Wendy S. Noren, County Clerk *my*

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


 Signature *by JEP*

4/30/13
 Date

2040/26200 Term & Supply
No Encumbrance Required
 Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
12. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
15. **For all titled vehicles and equipment the dealer must use the actual delivery date to the**

County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.



**CITY OF COLUMBIA
PURCHASING DIVISION**

Michelle Sorenson, Procurement Officer
701 E Broadway, 5th Floor
COLUMBIA, MO. 65201
Phone: (573) 874-6317
Fax: (573) 874-7762
mdsorens@gocolumbiamo.com

April 4, 2013

NOTIFICATION OF AWARD - CITY OF COLUMBIA

CONTRACT FOR: Trap Rock – Term & Supply

Contract Period is April 1, 2013 through March 31, 2014

Your firm has been awarded the contract herein in response to our recent Term & Supply. The purchase order for this year will be mailed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

| CONTRACT NUMBER | ITEMS AWARDED | VENDOR NAME |
|------------------------|----------------------|--|
| 61/2013 | See Attached | Capital Sand Co., Inc. P.O. Box 104490 700 Mokane Road Jefferson City, MO 65110 Attn: Chad Laune Phone: 573-257-0302 Fax: 573-636-5734 Email: claune@capitalsandcompany.com |

Pricing: Please see attached

Michelle Sorenson
Buyer/Purchasing
573-874-6317

cc: Sam Thomas, Melinda Bobbitt

RFQ 61/2013
Trap Rock T&S

| Capital Sand Co., Inc. | QTY | UOM | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
|------------------------|---------|-------|------------|--------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | | | Unit price | Lump Price | Unit price | Lump Price | Unit price | Lump Price | Unit price | Lump Price | Unit price | Lump Price |
| 1 | Per Ton | 2,000 | \$ 38.00 | \$ 76,000.00 | | | | | | | | |
| 2 | Per Ton | 2,000 | \$ 38.00 | \$ 76,000.00 | | | | | | | | |
| 3 | Per Ton | 2,000 | \$ 21.00 | \$ 42,000.00 | | | | | | | | |

Trap Rock, Grade B, as defined in Missouri Standard Specifications, Section 1003.2, washed and screened, and meeting the enclosed specifications. Rock to be delivered at the direction of the using department. Indicate the specific gravity in accordance with ASTM C127, and include the certified test report with your bid response. (This is an estimated quantity. City of Columbia reserves the right to add to or subtract from shown quantity).

3/8" X 1/4" Trap Rock -as defined in Missouri Standard Specifications, Section 1003.2, washed and screened, and meeting the enclosed specifications. Rock to be delivered to at the direction of the using department. Indicate the specific gravity in accordance with ASTM C127, and include the certified test report with your bid response. (This is an estimated quantity. City of Columbia reserves the right to add to or subtract from shown quantity).

3/8" Osage River Rock or equal. The specific gravity of the rock shall be 2.433 +.05 and meet ASTM C-33, size #89 Rock (This is an estimated quantity. City of Columbia reserves the right to add to or subtract from shown quantity).

| | | | Capital Sand Company | |
|------------------------|---|--|---------------------------------------|--------------|
| Category | Description | Note | Response | Required Y/N |
| General | Terms and Conditions | Bidder agrees to accept the attached Terms & Conditions | yes | Y |
| General | Payment Terms | Indicate Payment Terms: | net 30 | Y |
| General | Terms of Bid Offer | In submitting this quotation it is understood that the right is reserved by the City to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids. | yes | Y |
| General | Bidder agrees to accept the attached Terms & Conditions | Indicate if you will offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.) | yes | Y |
| Service | EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED | (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply. | yes <i>Per Chad Laine 11-12-13</i> | Y |
| Delivery or Completion | Delivery ARO (After Receipt of Order) | Indicate number of calendar days required to deliver after receipt of Purchase Order. | yes | Y |
| Insurance | Insurance Requirements - Bidder Agreement | The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein. | 5-7 business days | Y |
| | | | yes | Y |

Term & Supply

Term & Supply Contract with Quantities

TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Trap Rock, as needed and as requested, from date of award through March 31, 2014. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD. The quantities listed in this request for quotation are an estimate of the quantities that will be needed for the first year of the contract period. The City reserves the right to increase or decrease these quantities as needed.

yes

Y

Term & Supply

Renewal Options

Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.

yes

Y

Term & Supply

Contract Administration Contact

Please provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract

Chad Laune

mobile: 573-257-0302

Y

Insurance

Insurance Requirements - Bidder Agreement

The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.

yes

Y

Search Results

Current Search Terms: capital* Sand* Co.* Inc.*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.863.20130412-1616

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 7th day of May 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Personal Trainer Services Agreement with Mason Stevens to provide professional services for the Boone County Sheriff's Department.

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

Done this 7th day of May, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

PERSONAL TRAINER SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of April, 2013, by and between Boone County, a political subdivision of the State of Missouri, hereinafter referred to as the "County" and **Mason Stevens**, a certified personal trainer, hereinafter referred to as "Trainer."

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the efficient and effective administration of law enforcement services by the Boone County Sheriff's Department; and

WHEREAS, County desires to engage Trainer to render professional services for the Boone County Sheriff's Department, and Trainer is willing to perform such services.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties hereto agree as follows:

1. **Description of Project:** County desires to procure personal training services for Boone County Sheriff's Department personnel which will focus on physical functionality in regards to stretching, agility, cardio, strength, and flexibility. The goal of the training is to prevent and/or reduce injuries to Sheriff's Department personnel required to participate in defensive tactics training as part of their job duties assigned by the Boone County Sheriff, as well as facilitating the reduction of injuries and improved performance during any intensive physical activity required as a result of assigned job duties. The personal training services shall be tailored to address the presenting needs of all medically cleared employees of the Boone County Sheriff's Department who are referred for personal training assistance. Particular attention will be given to flexibility and strengthening exercises designed to lessen the risk of injury to shoulders and knees from tears and/or sprains.
2. **Personal Trainer's Scope of Services:** Trainer will perform the following services in accordance with the standards of care and diligence normally practiced by certified personal trainers pursuant to the terms and conditions of this agreement:
 - A. Beginning and ending physical assessments of officers to provide evidence of tangible improvements made by each officer.
 - B. Muscular endurance and strength training to aid in supporting joints that receive impact and risk of injury in defensive tactics training.
 - C. Cardiovascular endurance training for overall conditioning.
 - D. Flexibility training to aid in movements used in defensive tactics training and to minimize risk of injury.
 - E. Stretching and agility training.
3. **Fees and Billing:** County will pay Trainer at a rate of \$60.00 per training session. Each training session may include 1-10 employees of the Sheriff's Department. Billing shall be done via itemized invoices not more than one time per month, and all invoices shall be presented to the Boone County Sheriff's Department, Attn: Angela Ayers, 2121 County Drive, Columbia, Missouri 65202. The County agrees to pay all correct monthly invoices within 30 days of receipt. In the event of a billing dispute, County reserves the right to withhold payment on the disputed amount. In the event the billing dispute is resolved in favor of the Trainer, County agrees to pay interest at a

rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

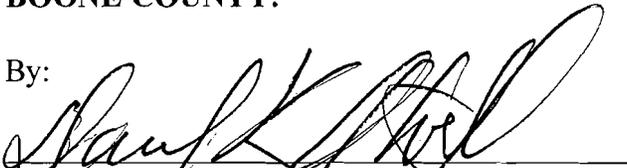
4. **Insurance:** The Trainer shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. The Trainer shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
5. **Indemnity Agreement:** To the fullest extent permitted by law, Trainer shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Trainer, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Trainer to indemnify, hold harmless, or defend the County of Boone from its own negligence
6. **Not Assignable:** Given the personal nature of the services to be provided herein and the intangible factors that go into selecting a certified professional to provide said services, Trainer may not assign, transfer, convey or otherwise dispose of Trainer's rights or obligations under this Agreement.
7. **Certifications and Qualification Documentation:** Trainer will provide the Boone County Sheriff's Department with updated, current information concerning Trainer's certifications and qualifications to perform the services contemplated herein before commencing services under this Agreement, and shall keep said information reasonably updated throughout the term of this Agreement.
8. **Lawful Presence Certifications Required:** Prior to the provision of any services herein, Trainer will complete and return notarized copies of the Certification of Citizenship and Work Authorization Certification which are attached hereto and incorporated herein by reference.
9. **Relationship of Parties:** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of employer and employee, or of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **Sole Benefit of Parties:** This Agreement is for the sole benefit of the County and Trainer. Nothing herein is intended to confer any rights or remedies on any third party.
11. **Termination:** The Trainer's services herein may be cancelled by either Trainer or County upon fifteen (15) days notice. Trainer's obligations with respect to insurance and indemnity, however, shall survive the termination of this Agreement. In the event of termination, as provided in this paragraph, Trainer shall be paid for services performed to the date of termination per the normal billing and payment procedures outlined herein.

12. **Nonappropriation:** Notwithstanding any other provision of this Agreement, all obligations of the County that require the expenditure of funds are conditioned upon there being a sufficient, unencumbered balance of funds appropriated for that purpose.
13. **Complete Agreement:** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.

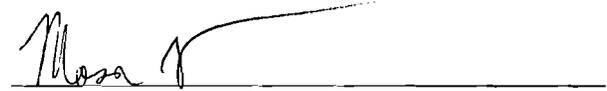
SO AGREED.

BOONE COUNTY:

By:


Daniel K. Atwill, Presiding Commissioner

TRAINER:


Mason Stevens

Attest:


Wendy S. Noren, Boone County Clerk

Address: 4900 E. Eagle Ridge Rd.
Columbia, Missouri 65201

Telephone: 573-639-2441

APPROVED - BCSD:


Dwayne Carey, Boone County Sheriff

Approved as to legal form:


C.J. Dykhouse, Boone County Counselor

Boone County Auditor Certification:

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


County Auditor Date 04/29/13

Term & Supply - 6030-71101

No Encumbrance Required

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

May Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 7th day of May 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Sheriff's Department to increase expenses for a temporary Full Time Investigator using Forfeiture Funds.

| Department | Account | Department Name | Account Name | Decrease \$ | Increase \$ |
|------------|---------|----------------------|----------------------|-------------|-------------|
| 2501 | 10100 | Sheriff's Forfeiture | Salaries & Wages | | 19,494 |
| 2501 | 10110 | Sheriff's Forfeiture | Overtime | | 3,739 |
| 2501 | 10115 | Sheriff's Forfeiture | Shift Differential | | 477 |
| 2501 | 10200 | Sheriff's Forfeiture | FICA | | 1,814 |
| 2501 | 10325 | Sheriff's Forfeiture | Disability Insurance | | 69 |
| 2501 | 10400 | Sheriff's Forfeiture | Workers Compensation | | 825 |
| | | | Total | | 26,418 |

Done this 7th of May, 2013.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

| <u>INVESTIGATOR POSITION #1571</u> | | | <u>90% MIDPOINT</u> | <u>\$ 18.46</u> | <u>TOTAL</u> |
|------------------------------------|-----------------|-------------|---------------------|-----------------|---------------------|
| <u>May 1 - October 31, 2013</u> | | | | | |
| Payroll date May 10th | Hours | 24 | | | |
| Payroll date May 24th | Hours | 80 | | | |
| Payroll date June 7th | Hours | 80 | | | |
| Payroll date June 21st | Hours | 80 | | | |
| Payroll date July 5th | Hours | 80 | | | |
| Payroll date July 19th | Hours | 80 | | | |
| Payroll date Aug 2nd | Hours | 80 | | | |
| Payroll date Aug 16th | Hours | 80 | | | |
| Payroll date Aug 30th | Hours | 80 | | | |
| Payroll date Sep 13th | Hours | 80 | | | |
| Payroll date Sep 27th | Hours | 80 | | | |
| Payroll date Oct 11th | Hours | 80 | | | |
| Payroll date Oct 25th | Hours | 80 | | | |
| Payroll date Nov 8th | Hours | 72 | | | |
| | | | | | |
| TOTAL HOURS | | 1056 | | | \$ 19,493.76 |
| | | | | | |
| Overtime estimate 5 hours per week | | | OT RATE \$27.69 | | |
| | 27 Weeks | 135 | \$ 27.69 | | \$ 3,738.15 |
| | | | | | |
| TOTAL HOURS + OT HOURS | | | | | \$ 23,231.91 |

FY2013 Estimated Budget for FT Temp Investigator

Dept 2501 - Sheriff Forfeiture Funds-Justice

Prepared by Auditor's Office 11/02/11

Edited by L. Quick 4-24-13

1) Investigator position, current range of 39@ 90%

| Account | Budget Hours | Rate | Total Cost |
|--------------------------|-----------------|--------|------------------|
| 10100 Salary & Wages | 1056 | 18.46 | 19,493.76 |
| 10110 Overtime | 135 | 27.69 | 3,738.15 |
| 10115 Shift Differential | 1191 | 0.4 | 476.40 |
| 10200 FICA | | 0.0765 | 1,813.69 |
| 10300 Health Ins | | | - |
| 10325 Disability Ins | | 0.0029 | 68.75 |
| 10350 Life Ins | | | - |
| 10375 Dental Ins | | | - |
| 10400 Workers Comp | | 0.0348 | 825.05 |
| 10500 401A Match | | | - |
| Total | | | <u>26,415.80</u> |

Provided by
Treasurer's Office

Balance Sheet for Fund 250

| Date | 250-1000 Amount | 2501 Amount | 2502 Amount | Difference |
|----------|--------------------|----------------|----------------|------------|
| 01/31/09 | \$110,720.20 | \$43,673.67 | \$67,046.53 | \$0.00 |
| 02/28/09 | \$110,617.19 | \$43,500.51 | \$67,116.68 | \$0.00 |
| 03/31/09 | \$107,868.35 | \$43,537.27 | \$64,331.08 | \$0.00 |
| 04/30/09 | \$107,849.01 | \$43,482.05 | \$64,366.96 | \$0.00 |
| 05/31/09 | \$107,784.57 | \$43,360.35 | \$64,424.22 | \$0.00 |
| 06/30/09 | \$107,676.21 | \$43,188.34 | \$64,487.87 | \$0.00 |
| 07/31/09 | \$107,821.47 | \$43,254.88 | \$64,566.59 | \$0.00 |
| 08/31/09 | \$107,397.08 | \$42,767.52 | \$64,629.56 | \$0.00 |
| 09/30/09 | \$108,041.39 | \$43,322.19 | \$64,719.20 | \$0.00 |
| 10/31/09 | \$108,133.76 | \$43,361.81 | \$64,771.95 | \$0.00 |
| 11/30/09 | \$108,083.76 | \$43,387.76 | \$64,696.00 | \$0.00 |
| 12/31/09 | \$97,850.94 | \$42,336.79 | \$55,145.23 | \$368.92 |
| 01/31/10 | \$97,954.79 | \$42,384.70 | \$55,201.17 | \$368.92 |
| 02/28/10 | \$97,097.53 | \$41,940.81 | \$55,156.72 | \$0.00 |
| 03/31/10 | \$99,886.88 | \$44,948.92 | \$54,937.96 | \$0.00 |
| 04/30/10 | \$99,649.63 | \$44,702.07 | \$54,947.56 | \$0.00 |
| 05/31/10 | \$99,499.22 | \$44,571.52 | \$54,927.70 | \$0.00 |
| 06/30/10 | \$99,301.21 | \$44,414.40 | \$54,886.81 | \$0.00 |
| 07/31/10 | \$99,191.43 | \$44,297.66 | \$54,893.77 | \$0.00 |
| 08/31/10 | \$99,249.63 | \$44,241.79 | \$55,007.84 | \$0.00 |
| 09/30/10 | \$97,875.39 | \$44,083.13 | \$53,792.26 | \$0.00 |
| 10/31/10 | \$97,779.90 | \$44,058.83 | \$53,721.07 | \$0.00 |
| 11/30/10 | \$96,980.32 | \$43,744.17 | \$53,236.15 | \$0.00 |
| 12/31/10 | \$85,876.33 | \$43,521.33 | \$42,355.00 | \$0.00 |
| 01/31/11 | \$85,945.42 | \$43,559.61 | \$42,385.81 | \$0.00 |
| 02/28/11 | \$79,927.24 | \$37,599.68 | \$42,327.56 | \$0.00 |
| 03/31/11 | \$79,704.88 | \$37,457.92 | \$42,246.96 | \$0.00 |
| 04/30/11 | \$79,412.55 | \$37,176.87 | \$42,235.68 | \$0.00 |
| 05/31/11 | \$79,421.18 | \$37,196.65 | \$42,224.53 | \$0.00 |
| 06/30/11 | \$78,795.88 | \$36,593.87 | \$42,202.01 | \$0.00 |
| 07/31/11 | \$78,570.59 | \$36,387.23 | \$42,183.36 | \$0.00 |
| 08/31/11 | \$78,372.49 | \$36,135.52 | \$42,236.97 | \$0.00 |
| 09/30/11 | \$77,877.92 | 35,890.97 | \$41,986.95 | \$0.00 |
| 10/31/11 | \$77,471.91 | 35,900.71 | \$41,571.20 | \$0.00 |
| 11/30/11 | \$80,690.77 | 39,110.44 | \$41,580.33 | \$0.00 |
| 12/31/11 | \$70,442.57 | 38,820.69 | \$31,621.88 | \$0.00 |
| 01/31/12 | \$70,474.55 | 38,838.31 | \$31,636.24 | \$0.00 |
| 02/29/12 | \$70,351.53 | 38,696.56 | \$31,654.97 | \$0.00 |
| 03/31/12 | \$70,102.60 | 38,485.65 | \$31,616.95 | \$0.00 |
| 04/30/12 | \$69,931.54 | 38,326.81 | \$31,604.73 | \$0.00 |
| 05/31/12 | \$76,001.42 | 44,393.36 | \$31,608.06 | \$0.00 |
| 06/30/12 | \$67,339.13 | 37,485.96 | \$29,853.17 | \$0.00 |
| 07/31/12 | \$67,158.14 | 37,312.37 | \$29,845.77 | \$0.00 |
| 08/31/12 | \$66,575.93 | 37,113.83 | \$29,462.10 | \$0.00 |
| 09/30/12 | \$66,687.43 | 36,966.47 | \$29,720.96 | \$0.00 |
| 10/31/12 | \$65,970.76 | 36,969.91 | \$29,000.85 | \$0.00 |
| 11/30/12 | \$67,168.26 | 38,583.10 | \$28,585.16 | \$0.00 |
| 12/31/12 | \$66,912.61 | 38,316.13 | \$28,596.48 | \$0.00 |
| 01/31/13 | \$68,866.34 | 40,282.65 | \$28,583.69 | \$0.00 |
| 02/28/13 | \$68,607.35 | 40,022.26 | \$28,585.09 | \$0.00 |
| 03/31/13 | \$63,814.40 | 40,984.86 | \$22,829.54 | \$0.00 |

Fund Statement - Sheriff Forfeiture Fund 250 (Nonmajor)

| | 2011 Actual | 2012 Budget | 2012 Projected | 2013 Budget |
|--|------------------|----------------|-------------------|----------------|
| FINANCIAL SOURCES: | | | | |
| Revenues | | | | |
| Property Taxes | \$ - | - | - | - |
| Assessments | - | - | - | - |
| Sales Taxes | - | - | - | - |
| Franchise Taxes | - | - | - | - |
| Licenses and Permits | - | - | - | - |
| Intergovernmental | - | - | - | - |
| Charges for Services | - | - | - | - |
| Fines and Forfeitures | 3,596 | - | 7,406 | - |
| Interest | 536 | 478 | 344 | 344 |
| Hospital Lease | - | - | - | - |
| Other | - | - | - | - |
| Total Revenues | 4,132 | 478 | 7,750 | 344 |
| Other Financing Sources | | | | |
| Transfer In from other funds | - | - | - | - |
| Proceeds of Long-Term Debt | - | - | - | - |
| Other (Sale of Capital Assets, Insurance Proceeds, etc) | - | - | - | - |
| Total Other Financing Sources | - | - | - | - |
| Fund Balance Used for Operations | 8,875 | 23,444 | 16,264 | 38,318 |
| TOTAL FINANCIAL SOURCES | \$ 13,007 | 23,922 | 24,014 | 38,662 |
| FINANCIAL USES: | | | | |
| Expenditures | | | | |
| Personal Services | \$ 9,909 | - | 6,405 | 26,418 |
| Materials & Supplies | - | - | - | 3,556 |
| Dues Travel & Training | 858 | 12,364 | 10,700 | - |
| Utilities | 402 | 458 | 241 | 290 |
| Vehicle Expense | 2,273 | 2,100 | 2,168 | 2,398 |
| Equip & Bldg Maintenance | - | - | - | - |
| Contractual Services | 12 | - | - | - |
| Debt Service (Principal and Interest) | - | - | - | - |
| Emergency | - | - | - | - |
| Other | (447) | - | - | - |
| Fixed Asset Additions | - | 9,000 | 4,500 | 6,000 |
| Total Expenditures | 13,007 | 23,922 | 24,014 | 38,662 |
| Other Financing Uses | | | | |
| Transfer Out to other funds | - | - | - | - |
| Early Retirement of Long-Term Debt | - | - | - | - |
| Total Other Financing Uses | - | - | - | - |
| TOTAL FINANCIAL USES | \$ 13,007 | 23,922 | 24,014 | 38,662 |
| FUND BALANCE: | | | | |
| FUND BALANCE (GAAP), beginning of year | \$ 86,045 | 70,779 | 70,779 | 54,515 |
| Less encumbrances, beginning of year | (6,391) | - | - | - |
| Add encumbrances, end of year | - | - | - | - |
| Fund Balance Increase (Decrease) resulting from operations | (8,875) | (23,444) | (16,264) | (38,318) |
| FUND BALANCE (GAAP), end of year | 70,779 | 47,335 | 54,515 | 16,197 |
| Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year | | | | |
| | \$ - | \$ - | \$ - | \$ - |
| NET FUND BALANCE, end of year | \$ 70,779 | 47,335 | 54,515 | 16,197 |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 7th day of May 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Government Center Chambers by Mitch Richards on May 10, 2013 from 5:30 p.m. to 8:00 p.m.

Done this 7th day of May, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Political Action Committee gathering
Date(s) of Use: 5/10/13
Time of Use: From: 5:30 AM/PM thru 8:00 AM AM/PM
Facility requested: Courthouse Grounds - Courtyard Plaza - Chambers - Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

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

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

Name of Organization/Person: Mitch Richards
Organization Representative/Title: _____
Address: 707 Washington Ave. Apt B, Columbia MO
Phone Number: 573 777 2306 Date of Application: 5/3/13
Email Address: thearistocrat13@gmail.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 5-7-13