

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

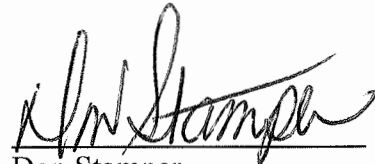
July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 29th day of July 20 02
 the following, among other proceedings, were had, viz:

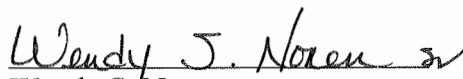
Now on this day, the County Commission of the County of Boone does hereby approve the request by George and Karen Hobson for an animal boarding and training facility on 99.97 acres located at 4801 Ben Williams Road, Columbia, with the following condition:

- The driveway and required parking area be dust free with a minimum of chip and seal surface. Chip and seal surface to be complete within six months of approval.

Done this 29th day of July, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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STATE OF MISSOURI }
 County of Boone } ea.

July Session of the May Adjourned

Term. 20 02

In the County Commission of said county, on the

29th

day of

July

20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by Father Eugene Robl K.C. Club, Inc., to rezone from A-2 (Agriculture) to REC (Recreation) of 18.94 acres, more or less, located at 20750 N Highway 124, Centralia.

Done this 29th day of July, 2002.

ATTEST:

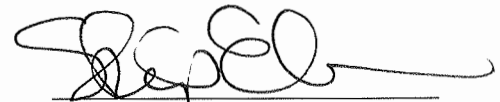
Wendy S. Noren sv
 Wendy S. Noren
 Clerk of the County Commission



Don Stamper
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

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July Session of the May Adjourned

Term. 20 02

In the County Commission of said county, on the

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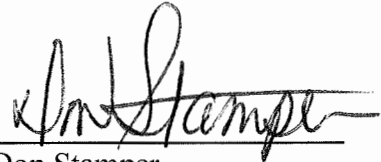
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request by Columbia Curb and Gutter Company to rezone from R-M (Moderate Density Residential) to M-LP (Planned Industrial) of 25.61 acres, more or less, located at 6300 N. Masonic Drive, Columbia.

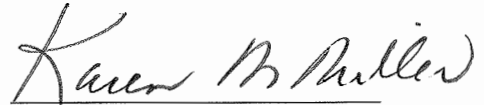
Done this 29th day of July, 2002.

ATTEST:

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



Don Stamper
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

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July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 29th day of July 20 02

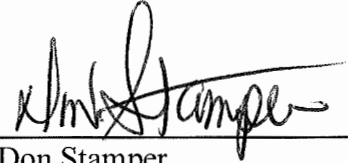
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request by Columbia Curb and Gutter Company for a *Review Plan* of 25.61 acres, more or less, located at 6300 N. Masonic Drive, Columbia, with the following conditions:

1. The applicant shall submit a buffering plan for review and approval by the Director. The buffer strip shall be improved with an 8' tall berm, which shall be located adjacent to the interior edge of the buffer strip. The buffer shall also be planted with three rows of evergreen trees with the rows spaced at 10-15 feet and trees spaced not more than 15' within the row. The trees in the center row shall be offset from the trees in the outer and inner row. The trees must be a minimum of 1-½ inches in diameter at breast height at the time of planting. The Director may approve an alternative design if it achieves the purpose of providing an all-season barrier to mitigate visual, sound and dust intrusion onto neighboring properties.
2. Any change of use, other than the uses stipulated on the plan, requires the filing of a new review plan.
3. The landowner shall provide proof that a Land Disturbance Permit has been issued for the site by the Missouri Department of Natural Resources.
4. The applicant shall develop and adhere to an erosion control plan developed in consultation with the Natural Resources Conservation Service.
5. All fueling facilities present on the site shall adhere to applicable federal and state regulations concerning underground storage, above ground storage and dispensers, including spill prevention, control and counter measures. Documentation of compliance shall be provided to Boone County prior to occupancy of the facility.
6. The location of the wastewater treatment facility shall be shown on the Review Plan.
7. Parking for the equipment maintenance facility shall be shown on the plan.
8. The plan shall be revised so that the references to the notes on the graphic portion of the plan correspond to the correct note on the right margin of the review plan.
9. All exterior lighting shall be directed inward and downward.

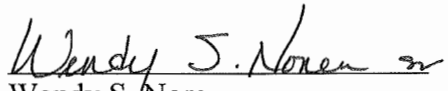
10. The storage of construction debris for more than 60 days is prohibited.

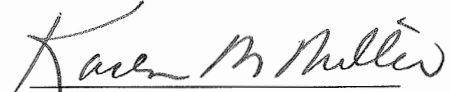
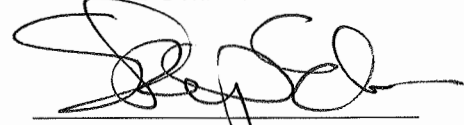
Done this 29th day of July, 2002.



Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner
Skip Elkin
District II Commissioner

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335-2002

STATE OF MISSOURI }
County of Boone } ea.

July Session of the May Adjourned

Term. 20 02

In the County Commission of said county, on the

29th day of July 20 02

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

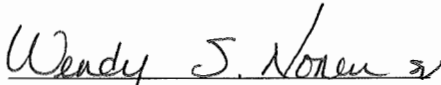
Now on this day, the County Commission of the County of Boone does hereby receive and accept Pin Oak Block 5 plat. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

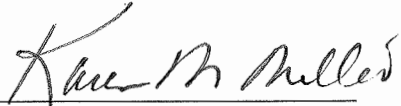
Done this 29th day of July, 2002.



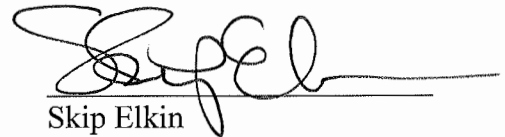
Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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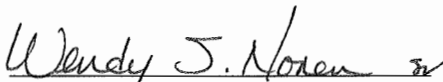
Now on this day, the County Commission of the County of Boone does hereby receive and accept Jose plat. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

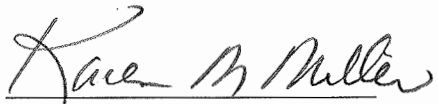
Done this 29th day of July, 2002.



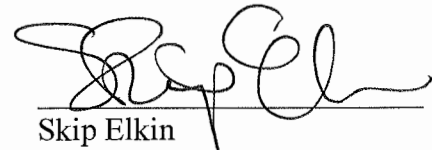
Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

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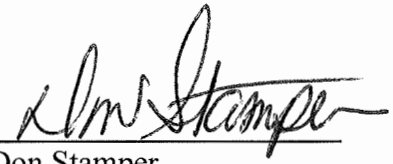
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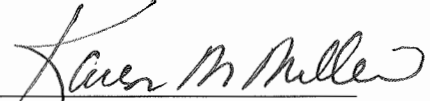
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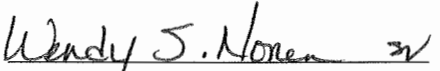
Now on this day, the County Commission of the County of Boone does hereby award bid 45-18JUN02 for Lumber – Bridge Boards to LaCrosse Lumber Company. It is further ordered that the Presiding Commissioner to sign said contracts.

Done this 29th day of July, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Karen M. Miller
District I Commissioner


Wendy S. Noren
Clerk of the County Commission


Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 45-18JUN02 – Lumber – Bridge Boards
DATE: July 23, 2002

The Public Works department and I have reviewed the responses received and recommend awarding to LaCrosse Lumber Company for having the best bid meeting our minimum specifications. They were the only to respond fully to our specifications and the only to respond to discounts off lumber that may be identified later. This has a possible yearly contract value of \$8,982.40 to be paid from organization 2040 account 23050.

The bid tabulation is attached for your reference.

Bid Tabulation

45-18JUN02-Lumber-Bridge Boards

4.7.	Pricing-Bridge Lumber						
4.7.1.	Initial Order-Qty to be purchased is 1400 linear feet.						
		Sentinel Industries, Inc.		Mid-City Lumber Co. Ltd.		Lacrosse Lumber Co.	
	Board Size	CCA Pine	Rough Oak	CCA Pine	Rough Oak	CCA Pine	Rough Oak
4.7.1.1.	2.5" x 10" x 14'	\$ 36.75	NO BID			\$ 64.16	\$ 19.60
4.7.1.2.	2" x 8" x 14'	\$ 15.00	NO BID	\$ 53.95		\$ 25.87	\$ 12.54
4.7.1.3.	Total		NO BID			\$ 7,656.00	\$ 3,214.00
4.7.2.	Additional Orders during contract period, if necessary. Minimum order of 350 linear feet.						
	Board Size	CCA Pine	Rough Oak	CCA Pine	Rough Oak	CCA Pine	Rough Oak
4.7.2.1.	2.5" x 10" x 14'	\$ 49.95	NO BID			\$ 64.16	\$ 19.60
4.7.2.2.	2" x 8" x 14'	\$ 18.75	NO BID	\$ 53.95		\$ 25.87	\$ 12.54
4.8.	Minimum Discount off list price for all lumber not specified herein	0%		0%		5%	
4.9.	Max % increase for all prices submitted for 2 subsequent renewal contract periods	2nd Yr <u>50</u> %	3rd Yr <u>50</u> %	3rd Yr <u>100</u> %	4th Yr <u>100</u> %	4th Yr <u>N/A</u> %	5th Yr <u>N/A</u> %
4.10.	Cooperative Purchasing	Yes _____	No <u>X</u>	Yes <u>X</u>	No _____	Yes <u>X</u>	No _____

**PURCHASE AGREEMENT
FOR
LUMBER – BRIDGE BOARDS**

THIS AGREEMENT dated the 29th day of July 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" La Crosse Lumber Co., 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 Lumber – Bridge Boards, County of Boone Request for Bid for Lumber – Bridge Boards, bid number 45-18JUN02 Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated June 7, 2002 and executed by Mark Oser on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and Addendum One all prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above until June 30, 2003 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid 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; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works 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 invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in

favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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.

LACROSSE LUMBER CO.

by *Jack [Signature]*
 title *Manager*
 address *3407 Old 63 South*
Columbia, Mo. 65201

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
 Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

Wendy S. Noren [Signature]
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

2040-23050 Term/Supply

no encumbrance required 7/24/02
 Signature *[Signature]* Date *[Signature]* Appropriation Account _____

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201

(573) 886-4394

Fax (573) 886-4390

Email: dcrutchfield@boonecountymo.org

May 21, 2003

Mark Oser
Lacrosse Lumber Co.
3407 OLD 63 South
Columbia, MO 65201

RE: 45-18JUN02 - Lumber--Bridge Boards

Dear Mr. Oser:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated April 07, 2003, you agree to renew the contract under the same terms and conditions as the original contract. This contract renewal date will cover through June 30, 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc

Melinda Bobbitt
Bid File
Clerk's File

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July Session of the May Adjourned Term. 20 02

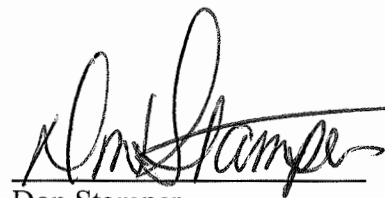
In the County Commission of said county, on the 29th day of July 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 49-09JUL02 for Benson Road Improvements to J.C. Industries per the recommendation of the Purchasing and Public Works Departments. It is further ordered that the Presiding Commissioner to sign said contracts.

Done this 29th day of July, 2002.

ATTEST:


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



Don Stamper
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 49-09JUL02 – Benson Road Improvements
DATE: July 23, 2002

The Public Works department and I have reviewed the responses received and recommend awarding the base bid and alternate A to J.C. Industries, Inc. for having the lowest and best bid meeting our minimum specifications. Total contract cost is \$218,444.80 to be paid from organization 2045 account 71100.

The bid tabulation is attached for your reference.

Bid Award: \$218,444.80
Avg Bid: \$239,332.78
Savings: \$20,887.98

An Affirmative Action/Equal Opportunity Institution

Bid Tabul 7
 49-09JUL - Jensen Road Improvements
 Base Bid

				APAC- Missouri Inc.		Don Schnieders Excavating Co. Inc.		J.C. Industries Inc.		C.L. Richardson	
Item #	Bid Item Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Type 2 Geotextile Silt Fence	Lf	884	\$3.64	\$3,217.76	\$4.00	\$3,536.00	\$3.00	\$2,652.00	\$4.20	\$3,712.80
2	5: Asphalt Overlay	Sy	2,422	\$10.41	\$25,213.02	\$10.41	\$25,213.02	\$11.45	\$27,731.90	\$12.15	\$29,427.30
3	8" Asphalt Overlay	Sy	347	\$19.18	\$6,655.46	\$19.18	\$6,655.46	\$21.00	\$7,287.00	\$22.70	\$7,876.90
4	4" Agg. Base Type 1	Sy	2,639	\$3.64	\$9,605.96	\$3.60	\$9,500.40	\$3.30	\$8,708.70	\$4.05	\$10,687.95
5	Excavation	Cy	185	\$9.55	\$1,766.75	\$19.20	\$3,552.00	\$11.30	\$2,090.50	\$27.40	\$5,069.00
6	Embankment	Cy	361	\$17.96	\$6,483.56	\$16.90	\$6,100.90	\$11.30	\$4,079.30	\$22.90	\$8,266.90
7	Seeding and Mulchig	Ac	1.75	\$2,325.71	\$4,069.99	\$1,580.00	\$2,765.00	\$2,000.00	\$3,500.00	\$1,155.00	\$2,021.25
8	6" Agg. Drives	Sy	284	\$7.77	\$2,206.68	\$5.40	\$1,533.60	\$4.00	\$1,136.00	\$9.12	\$2,590.08
9	6" Concrete Drive	Sy	158.0	\$67.21	\$10,619.18	\$47.20	\$7,457.60	\$43.00	\$6,794.00	\$49.50	\$7,821.00
10	Asphalt Drive Approaches	Sy	71.0	\$7.38	\$523.98	\$7.38	\$523.98	\$9.00	\$639.00	\$8.15	\$578.65
11	6" Asphalt Curb	Lf	120	\$7.50	\$900.00	\$5.00	\$600.00	\$7.00	\$840.00	\$8.00	\$960.00
12	12" CMP Type 1	Lf	515	\$23.86	\$12,287.90	\$24.50	\$12,617.50	\$29.50	\$15,192.50	\$20.15	\$10,377.25
13	12" CMP Type 2	Lf	30	\$30.81	\$924.30	\$29.70	\$891.00	\$33.00	\$990.00	\$26.30	\$789.00
15	15" CMP Type 1	Lf	40	\$24.39	\$975.60	\$31.00	\$1,240.00	\$31.00	\$1,240.00	\$24.40	\$976.00
16	18" CMP Type 2	Lf	68	\$44.60	\$3,032.80	\$36.20	\$2,461.60	\$38.00	\$2,584.00	\$42.65	\$2,900.20
18	2" x 2" Conc Field Inlet	Ea	2	\$2,058.58	\$4,117.16	\$1,400.00	\$2,800.00	\$1,500.00	\$3,000.00	\$1,380.00	\$2,760.00
19	Traffic Control	Ls	1	\$13,748.61	\$13,748.61	\$6,560.00	\$6,560.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00
20	Mobilization	Ls	1	\$22,975.44	\$22,975.44	\$36,642.94	\$36,642.94	\$5,000.00	\$5,000.00	\$24,480.00	\$24,480.00
Total					\$129,324.15		\$130,651.00		\$95,464.90		\$123,494.28

Add Alternate "A"

Item #	Bid Item Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Type 2 Geotextile Silt Fence	Lf	750	\$3.71	\$2,782.50	\$3.60	\$2,700.00	\$3.00	\$2,250.00	\$4.20	\$3,150.00
2	6" Agg. Base Type 1	Sy	3,125	\$4.76	\$14,875.00	\$4.80	\$15,000.00	\$4.50	\$14,062.50	\$5.35	\$16,718.75
3	Excavation	Cy	1,003	\$5.57	\$5,586.71	\$17.70	\$17,753.10	\$11.30	\$11,333.90	\$13.85	\$13,891.55
4	Embankment	Cy	3900	\$10.33	\$40,287.00	\$11.60	\$45,240.00	\$11.30	\$44,070.00	\$10.15	\$39,585.00
5	Seeding and Mulchig	Ac	1.3	\$3,913.46	\$5,087.50	\$1,460.00	\$1,898.00	\$2,000.00	\$2,600.00	\$1,155.00	\$1,501.50
6	Type 2 Rock Blanket	Sy	57	\$32.90	\$1,875.30	\$33.50	\$1,909.50	\$35.00	\$1,995.00	\$16.00	\$912.00
7	Type 3 Geotextile	Sy	57	\$4.24	\$241.68	\$8.90	\$507.30	\$10.00	\$570.00	\$3.15	\$179.55
8	6" Agg. Drives	Sy	185	\$8.08	\$1,494.80	\$5.00	\$925.00	\$4.00	\$740.00	\$9.12	\$1,687.20
9	Type 4 Geotextile	Sy	3,125	\$1.00	\$3,125.00	\$2.25	\$7,031.25	\$2.50	\$7,812.50	\$2.25	\$7,031.25
10	6" Asphalt Drive	Sy	50	\$7.38	\$369.00	\$7.38	\$369.00	\$9.00	\$450.00	\$8.00	\$400.00
11	12" CMP Type 1	Lf	48	\$24.59	\$1,180.32	\$22.60	\$1,084.80	\$29.50	\$1,416.00	\$22.65	\$1,087.20
12	15" CMP Type 1	Lf	35	\$26.54	\$928.90	\$28.70	\$1,004.50	\$31.00	\$1,085.00	\$24.80	\$868.00
13	36" CMP Type 2	Lf	78	\$57.90	\$4,516.20	\$56.20	\$4,383.60	\$47.50	\$3,705.00	\$68.50	\$5,343.00
15	42" x 29" CMP Type 2	Lf	53	\$60.92	\$3,228.76	\$57.65	\$3,055.45	\$50.00	\$2,650.00	\$73.55	\$3,898.15
17	Temp. Livestock Fence	Lf	1,765	\$5.50	\$9,707.50	\$5.50	\$9,707.50	\$2.00	\$3,530.00	\$4.30	\$7,589.50
18	Perm. Wire Fence	Lf	1765	\$5.50	\$9,707.50	\$7.00	\$12,355.00	\$13.00	\$22,945.00	\$4.30	\$7,589.50
19	Fence Removal	Lf	1765	\$1.67	\$2,947.55	\$3.00	\$5,295.00	\$1.00	\$1,765.00	\$3.30	\$5,824.50
Total					\$107,941.22		\$130,219.00		\$122,979.90		\$117,256.65

Total Base and Add Alternate				\$237,265.37		\$260,870.00		\$218,444.80		\$240,750.93
-------------------------------------	--	--	--	--------------	--	--------------	--	--------------	--	--------------

Bid Tabular
49-09JUL02-Benson Road Improvements
Base Bid

		APAC- Missouri Inc.	Don Schnieders Excavating Co. Inc.	J.C. Industries Inc.	C.L. Richardson
5.2.	Addendum Acknowledgment	Yes		Yes	Yes
	Addendum One	Yes		Yes	Yes
	Addendum Two	Yes		Yes	Yes
3.1	Completion of Bidder's Qualifications	Yes		Yes	Yes
6.1	Anti Collusion Statement	Yes		Yes	Yes
7.1.	Signature and Identity of Bidder	Yes		Yes	Yes
8.1	Bidder's Acknowledgment	Yes		Yes	Yes
	Bid Bond	Yes		Yes	Yes

7/23/02

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purch

DATE

8234

J. C. Industries, Inc.,

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

338-2002

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

#49-09JUL02

(Enter Applicable Bid / Sole Source / Emergency Number)

JUL 25 2002

Ship To Department # 2045

Bill To Department # 2045

Department				Account				Item Description	Qty	Unit Price	Amount
2	0	4	5	7	1	1	0	Benson Road Improvements Base Bid	1	95464.90	95464.90
2	0	4	5	7	1	1	0	Alternate A	1	122979.90	122979.90
								Total			218444.80
<p>CLERK'S OFFICE</p> <p>*DO NOT UNSTAPLE THESE PAGES</p> <p>*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.</p>											

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

David M. ...
Requesting Official 7/29/02

Auditor Approval *se*

PO Log

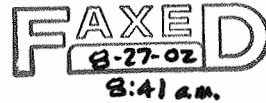
NOTICE TO PROCEED

DATE: August 27, 2002

TO: J. C. Industries, Inc. Fax # 636-6748

ADDRESS: P.O. Box 104567
Jefferson City, MO 65110

PROJECT: Bid Number 49 – 09 JUL 02
Benson Road Improvement, Phase I



You are hereby notified that the Contract Time under the above contract will commence on **September 3, 2002**. As of this date, you may start performing your obligations under the Contract Documents. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **30** working days.

Please submit your list of sub contractors, project schedule and employee contacts for this project. Make sure the R.O.W. and temporary easements are visibly staked and all temporary fencing placement is coordinated before you start.

All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: J.P. Watkins II
Date: 8/27/02

John P. Watkins II
Project Development Manager

cc. County Clerk ✓
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and J. C. Industries Inc., (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 49-09JUL02
 BENSON ROAD IMPROVEMENTS PHASE I
 PROJECT NO. 9204
 BOONE COUNTY, MISSOURI
 BASE BID AND ALTERNATE A

The following contract documents and any applicable Addenda, are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidder's Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Affidavit - Prevailing Wage
16. State Prevailing Wage Rates
17. Technical Specifications
18. Special Provisions for Railroads
19. All applicable addenda

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal

investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Two hundred eighteen thousand, four hundred forty-four dollars and eighty cents (\$218,444.80)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 29th July at Columbia, Missouri.
(Date)

OWNER, BOONE COUNTY, MISSOURI
By: Don Stamer
Don Stamer, Presiding Commissioner

ATTEST:

CONTRACTOR: J. C. INDUSTRIES, INC.

Wendy J. Nofen
Wendy Nofen, County Clerk

By: Denise Caley
Authorized Representative Signature

By: [Signature]
Authorized Representative Printed Name

Title: Tony Adrian, President

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

2045-71100 \$218,444.80

James C. Pitchford
Signature by se

7/25/02
Date

Appropriation Account

CERTIFIED COPY OF ORDER

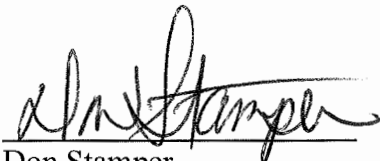
STATE OF MISSOURI }
 County of Boone } ea.

July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 29th day of July 20 02
 the following, among other proceedings, were had, viz:

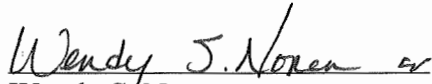
Now on this day, the County Commission of the County of Boone does hereby award bid 39-18JUN02 for Prescription Medication Term and Supply to D & H Drug Corporation. It is further ordered that the Presiding Commissioner to sign said contracts.

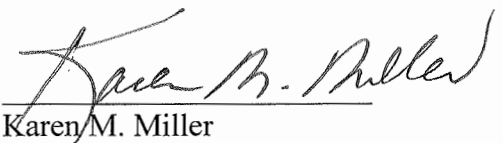
Done this 29th day of July, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S/Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: July 19, 2002
RE: 39-18JUN02 – Prescription Medication Term and Supply

The Bid for Prescription Medication Term and Supply was issued on May 29, 2002. The bid closed on June 18, 2002. A total of three bids were received. Purchasing and the Sheriff's Department recommend award to D & H Prescription Drug Corporation for having the best and lowest bid, based upon the attached bid evaluation and criterion.

This is a Term and Supply contract from department 1255 - Corrections, account 23501 – Prescription Drugs.

ATTACHMENT: Bid Tabulation

cc: Sheriff Boehm
Bid File

Bid Tabulation								
39-18JUN02-Prescription Medication Term and Supply								
		Comprehensive Pharmacy Services		D&H Drug Store		Contract Pharmacy Services		
4.7.1.	Itm	Description	Unit Price		Unit Price		Unit Price	
	1	Name Brand Drugs: % Discount off of Avg. Wholesale Price	AWP Minus	15%	AWP Minus	13%	AWP Minus	10%
	2	Generic Drugs: % Discount off of Medicaid Maximum Allowable Cost or Avg. Wholesale	AWP or MAC Minus	25%	AWP or MAC Minus	30%	AWP or MAC Minus	20%
	3	Dispensing Fee Per Prescription (max \$4.00)		\$ 4.00		\$ 3.00		\$ 1.00
	4	OTC Drugs % Discount off List Price		30%		10%		20%
	5	Consultation Hourly Fee	Per Hour	\$ 50.00	Per Hour	\$ 60.00	One hour provided free - then \$40.00/hour	
		Addendum?	yes		yes		yes	
4.7.2.		Price List Utilized for Pricing	Red Book		Red Book		1st Data Bank	
4.7.3.		Medications which do not apply	HIV anti-viral meds, blood products, immune response modifiers, clotting factors, biotechnology drugs, hepatitis C treatments		Special Order (non stock) items must be purchased in full manufacturer package size		N/A	
4.7.4.		Policy for unused and returned Pharmaceuticals.	Customer pays freight on all returns		No Returns		Yes - as approved by the MO Board of Pharmacy Rules and Regulations	
4.7.5.		Service to start within ____ Calender days after receipt of <i>Notice to Proceed</i> and <i>Purchase Order</i> .	15 days		7 days		30 days	

No Bids

Opened By: Melinda Bobbitt
 Recorded By: Curt Kippenberger
 Time: 1:45 p.m.
 Date: June 18, 2002

Bid Tabulation - Based on data from 2001, 3,264 prescriptions were filled. 1,500 were OTC. 1,764 required a prescription. Of the 1764, 90% were generic and 10% were name brand. Approximately \$125,000 is spent per year on prescriptions. Approximately \$8,900 is spent per year on Over the Counter medication.

39-18JUN02-Prescription Medication Term and Supply

			A	B					
				Comprehensive Pharmacy Services		D&H Drug Store		Contract Pharmacy Services	
4.7.1.	itm	Description	2001 Data		Cost	Unit Price	Cost	Unit Price	Cost
	1	Name Brand Drugs: % Discount off of Avg. Wholesale Price	Spend \$12,500 per year	AWP minus 15%	\$10,625	AWP minus 13%	\$10,875	AWP minus 10%	\$11,250
	2	Generic Drugs: % Discount off of Medicaid Maximum Allowable Cost or Avg. Wholesale	Spend \$112,500 per year	AWP or MAC minus 25%	\$84,375	AWP or MAC minus 30%	\$78,750	AWP or MAC minus 20%	\$90,000
	3	Dispensing Fee Per Prescription (max \$4.00)	Filled 3,264 RX	Dispensing Fee: \$4.00	\$13,056	Dispensing Fee: \$3.00	\$9,792	Dispensing Fee: \$1.00	\$3,264
	4	OTC Drugs % Discount off List Price	Spend \$8,900 per year	List minus 30%	\$6,230	List minus 10%	\$8,010	List minus 20%	\$7,120
	5	Consultation Hourly Fee	Estimate 3 hours to design formulary		\$150		\$180	One hour provided free - then \$40.00/hour	\$120
				\$50.00/hour		\$60.00/hour			
4.7.2.		Price List Utilized for Pricing		Red Book		Red Book		1st Data Bank	
4.7.3.		Medications which do not apply		HIV anti-viral meds, blood products, immune response modifiers, clotting factors, biotechnology drugs, hepatitis C treatments		Special Order (non stock) items must be purchased in full manufacturer package size		N/A	
4.7.4.		Policy for unused and returned Pharmaceuticals.		Customer pays freight on all returns		No Returns		Yes - as approved by the MO Board of Pharmacy Rules and Regulations	
4.7.5.		Service to start within _____ Calendar days after receipt of Notice to Proceed and Purchase Order.		15 days		7 days		30 days	
TOTAL FROM EVALUATION					\$114,436		\$107,607		\$111,754

Note: Other states do have to follow the rules and regulations of the State of Missouri Board of Pharmacy. I recommend that we request the contracted Pharmacy for this bid to petition and write a letter to Kevin Kincaid of the Missouri Board of Pharmacy explaining that the blister pack prescriptions are not going into the patient areas, and that we are requesting to be allowed return and credit for unused blister packs.

Received 8/1/02
D & H

**PURCHASE AGREEMENT
FOR
PRESCRIPTION MEDICATION TERM AND SUPPLY**

THIS AGREEMENT dated the 29th day of July 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **D & H Prescription Drug Company, 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 Prescription Medication Term and Supply, County of Boone Request for Bid, bid number **39-18JUN02**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated June 14, 2002 and executed by J. Blaine Alberty on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through July 14, 2003, 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 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Prescription and Over the Counter Medication as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Delivery - Contractor agrees to deliver the items as specified within one (1) day after receipt of order. *Not Applicable to Large bi weekly orders / JEM MB*

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff Department and may only include the prices as identified 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 invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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.

D & H PRESCRIPTION DRUG COMPANY, INC.

by *Scott Greene*
title *President*
address *1001 W Broadway*
Columbia, Mo. 65203

BOONE COUNTY, MISSOURI

by: Boone County Commission
Don Stamper
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Prescription Medication Term/Supply
Corrections 1255-23501

Term & Supply - No Encumbrance Required Kf 7/24/02
Signature Date Appropriation Account

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Rm 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390

September 4, 2003

J. Blaine Alberty
D & H Drug Prescription Drug Co. Inc.
1001 W. Broadway
Columbia, MO 65203

RE: 39-18JUN02 – Prescription Medication Inmate Term & Supply

Dear Mr. Alberty:

The County of Boone wishes to extend the above referenced contract for four months per the provisions in the original contract Section 2. If you accept this extension, please sign the appropriate area at the bottom of this letter. The intended extension date is through November 14, 2003.

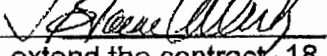
Should you have any questions, please contact me.

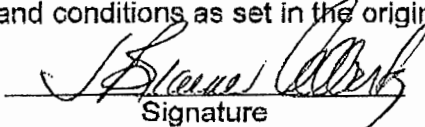
Sincerely,



Debbie Crutchfield
Office Specialist

Cc Sheriff's Dept
Clerk's File

I,  J. Blaine Alberty of D & H Drug Prescription Drug Inc. agree to extend the contract -18JUN02 – Prescription Medication Inmate through November 14, 2003 under the same terms and conditions as set in the original bid.


Signature

9-8-03
Date

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209

Columbia, MO 65201

(573) 886-4394

Fax (573) 886-4390

Email: dcrutchfield@boonecountymo.org

September 19, 2003

Blaine Alberty
D&H Prescription Drug Co., Inc.
1001 W. Broadway
Columbia, MO 65203

RE: 39-18JUN02 – Prescription Medication Term & Supply

Dear Mr. Alberty:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated September 16, 2003, you agree to renew the contract under the same terms and conditions as the original contract. This contract renewal date will cover through July 14, 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Captain Beverly Braun
 Auditor
 Bid File
 Clerk's File

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut St., Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

June 14, 2004

Blaine Alberty
D & H Prescription Drug Company, Inc.

RE: 39-18JUN02 – Prescription Medication Term & Supply

Dear Mr. Alberty:

The County of Boone wishes to renew the above referenced contract. Confirming your renewal letter dated June 3, 2004, you agree to renew the contract under the same terms and conditions as set in the original bid. The contract renewal period will cover July 15, 2004 through July 14, 2005.

Should you have any questions or need additional information, I may be reached at (573) 886-4391 or by e-mail to: mbobbitt@boonecountymo.org.

Sincerely,

Melinda Bobbitt, CPPB
Director of Purchasing

cc: Captain Bruan, Sheriff
Diana Manlove, Auditor
Shawna Victor, Clerk
Bid File

An Affirmative Action/Equal Opportunity Institution

339-2002

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut St., Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

June 1, 2004

Blaine Alberty
D & H Prescription Drug Company, Inc.
1001 W. Broadway
Columbia, MO 65203

RE: 39-18JUN02 – Prescription Medication Term & Supply

Dear Mr. Alberty:

The County of Boone is interested in renewing the above referenced contract.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for an additional year. The contract renewal period will cover July 15, 2004 through July 14, 2005.

I, *Blaine Alberty* of D & H Prescription Drug Company, Inc. agree to renew contract 39-18JUN02 Prescription Medication Term and Supply for an additional year under the same terms and conditions as set in the original bid

Blaine Alberty 6-3-04
Signature Date

Please sign and date below if you do not wish to renew contract 39-18JUN02 Prescription Medication Term and Supply.

I, _____ of D & H Prescription Drug Company, Inc. do not wish to renew the above referenced contract.

Signature Date

Please sign and return using the enclosed self-addressed envelope. Should you have any questions or need additional information, I may be reached at (573) 886-4391 or by e-mail to: mbobbitt@boonecountymmo.org.

Sincerely,

Melinda Bobbitt

Melinda Bobbitt, CPPB
Director of Purchasing

cc: Bid File
Captain Braun

An Affirmative Action/Equal Opportunity Institution

Pharmacists Mutual Insurance Company

NAMED INSURED D & H PRESCRIPTION DRUG	
CUSTOMER NUMBER	0000418001
POLICY NUMBER	BOP 0002792 06
POLICY PERIOD	01/05/04 TO 01/05/05
12:01 A.M. Standard Time at the described location.	

POLICY INTERESTS

POLICY INTERESTS	
<p>Loc. 1 ADDITIONAL INSURED</p> <p>EXPRESS SCRIPTS 14000 RIVERPORT DR MARYLAND HEIGHTS MO 63043</p>	<p>Loc. 1 LOSS PAYABLE</p> <p>JACKIE DUBBERT FIRST NATIONAL BANK & TRUST CO PO BOX 1867 COLUMBIA MO 65205</p>
<p>Loc. 1 ADDITIONAL INSURED</p> <p>COUNTY OF BOONE 601 E WALNUT COLUMBIA MO 65201</p>	<p>Loc. 1 LOSS PAYABLE</p> <p>LEASE #5076154-001 PBCC/VALUE MAX PO BOX 909 SHELTON CT 06484</p>
<p>Loc. 2 LOSS PAYABLE</p> <p>JACKIE DUBBERT FIRST NATIONAL BANK & TRUST CO PO BOX 1867 COLUMBIA MO 65205</p>	
<p>SHOULD THIS POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p>	

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394

Fax (573) 886-4390

Email: dcrutchfield@boonecountymo.org

September 19, 2003

Blaine Alberty
D&H Prescription Drug Co., Inc.
1001 W. Broadway
Columbia, MO 65203

RE: 39-18JUN02 -- Prescription Medication Term & Supply

Dear Mr. Alberty:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated September 16, 2003, you agree to renew the contract under the same terms and conditions as the original contract. This contract renewal date will cover through July 14, 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Captain Beverly Braun
Auditor
Bid File
Clerk's File

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 205
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

September 16, 2003

Blaine Alberty
D & H Prescription Drug Co., Inc.
1001 W. Broadway
Columbia, MO 65203

RE: 39-18JUN02 Prescription Medication Term & Supply

Dear Mr. Alberty:

The County of Boone is interested in renewing the above referenced contract that expired on July 14, 2003. (This contract was extended through November 14 2003).

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for an additional year.

I J. Blaine Alberty of D & H Prescription Drug Co., Inc. agree to renew the contract 39-18JUN02 Prescription Medication Term & Supply for an additional year under the same terms and conditions as set in the original bid

Blaine Alberty Signature 9-17-2003 Date

Please sign and date below if you do not wish to renew the contract 39-18JUN02 Prescription Medication Term & Supply for an additional year.

I _____ of D & H Prescription Drug Co., Inc. do not wish to renew the above referenced contract.

Signature Date

I will share these terms with the Records office. If they agree to renew, I will send you a confirmed contract renewal letter. Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Debbie Crutchfield
Office Specialist
Cc Bid File

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut St., Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

May 25, 2005

Blaine Alberty, RPh
D&H Drug
1001 W. Broadway
Columbia, MO 65201

RE: 39-18JUN02 – Prescription Medication Term and Supply

Dear Mr. Alberty:

The County of Boone wishes to renew the above referenced contract. Confirming our renewal letter dated May 18, 2005 and your Memo dated May 20, 2005, you agree to renew the contract under the same terms and conditions as set in the original bid with language change throughout the bid changing from Average Wholesale Price (AWP) to Federal Upper Limit (FUL).

The contract renewal period will cover July 15, 2005 through July 14, 2006.

Sincerely,

Melinda Bobbitt, CPPB
Director of Purchasing

cc: Bid File
~~Shawna Victor, Clerk~~
Captain Braun, Sheriff

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 29th day of July 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 51-09JUL02 for Painting Services Term and Supply to Ken Hensel Painting. It is further ordered that the Presiding Commissioner to sign said contracts.

Done this 29th day of July, 2002.

ATTEST:

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

Don Stampé
 Don Stampé
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: July 19, 2002
RE: 51-09JUL02 – Painting Services Term and Supply

The Bid for Painting Services Term and Supply was issued on June 18, 2002. The bid closed on July 9, 2002. A total of four bids were received. Purchasing and Facilities Maintenance recommend award to Ken Hensel Painting for having the best and lowest bid, based upon the attached bid evaluation and criterion.

This is a Term and Supply contract from department 6100 – Facilities and Grounds Maintenance, account 23050 – Other Supplies.

ATTACHMENT: Bid Tabulation

cc: Ken Roberts, Manager, Facilities Maintenance
Bid File

Bid Tabulation						
51-09JUL02-Painting Services			Peter Renner	Ken Hensel	Tiger	S/B
4.7.1.	Item	Description	Unit Price/hr	Unit Price/hr	Unit Price/hr	Unit Price/hr
	1	Lead Painter/ Contractor @ Standard Time Rate:	\$ 45.00	\$ 35.00	\$ 41.00	\$ 36.30
	2	Lead Painter/ Contractor @ Weekend Time Rate:	\$ 50.00	\$ 52.50	\$ 41.00	\$ 54.45
	3	Additional Painter @ Standard Time Rate:	\$ 34.75	\$ 31.50	\$ 38.50	\$ 33.96
	4	Additional Painter @ Weekend Time Rate:	\$ 39.75	\$ 47.25	\$ 38.50	\$ 50.94
	5	Special Tools	Rental Cost +: 10 %	Rental Cost +: 10 %	Rental Cost +: 10 %	Rental Cost +: 8 %
	6	Material	Purchase Cost +: 10 %	Purchase Cost +: 10 %	Purchase Cost +: 0%	Purchase Cost +: 8 %
4.10.		Max % Increase 2nd Contract Period	5%	3%	5%	5%
		Max % Increase 3rd Contract Period	5%	3%	5%	7%
4.11.		Co-Op?	Yes	Yes	Yes	Yes

*Evaluation
Purpose
only*

51-09JUL02 - Painting Services Term and Supply Bid Evaluation

A	B	C	E	F	H	I	J	K	N	Q	R	S	T	U	V	W
	Lead Painter Standard Time	Lead Painter Weekend Time	Additl Painter Standard Time	Additl Painter Weekend Time	Lead Painter - 200 hrs. @ 90% Straight Time(180 hrs. x B)	Additl. Painter - 50 hrs. @ 90% Straight Time (45 hrs. x E)	Lead Painter 200 hrs. @ 10% Weekend Time(20 hrs.x C)	Additl. Painter - 50 hrs. @ 10% Weekend Time (5 hrs. x F)	Material (Purchase Cost + %)	Purchase \$500 material (\$500 X N)	SUB-TOTAL (H+I+J+K+Q)	Maximum % Increase 2nd Contract Period	Maximum % Increase 3rd Contract Period	2nd Period (R X S+R)	3rd Period(U x T + U)	GRAND TOTAL (R + U + V)
Peter Renner	\$45.00	\$50.00	\$34.75	\$39.75	\$8,100.00	\$1,563.75	\$1,000.00	\$198.75	10%	\$50.00	\$10,912.50	5%	5%	\$11,458.13	\$12,031.03	\$34,401.66
Ken Hensel	\$35.00	\$52.50	\$31.50	\$47.25	\$6,300.00	\$1,417.50	\$1,050.00	\$236.25	10%	\$50.00	\$9,053.75	3%	3%	\$9,325.36	\$9,605.12	\$27,984.24
Tiger Painting	\$41.00	\$41.00	\$38.50	\$38.50	\$7,380.00	\$1,732.50	\$820.00	\$192.50	0%	\$0.00	\$10,125.00	5%	5%	\$10,631.25	\$11,162.81	\$31,919.06
S/B	\$36.30	\$54.45	\$33.96	\$50.94	\$6,534.00	\$1,528.20	\$1,089.00	\$254.70	8%	\$40.00	\$9,445.90	5%	7%	\$9,918.20	\$10,612.47	\$29,976.56

For evaluation purposes, total cost shall be based on Lead Painter: 200 hours, Additional Painter: 50 hours, 90% of which will be standard time rate, 10% weekend time rate. Material shall be assumed at \$500.

**PURCHASE AGREEMENT
FOR
PAINTING SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 29th day of July 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ken Hensel Painting**, 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 Painting Services Term and Supply, County of Boone Request for Bid, bid number **51-09JUL02**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated July 9, 2002 and executed by Kenneth A. Hensel on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall have an initial term from August 1, 2002 through July 31, 2003, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Painting Services as identified and responded to in the Contractor's Response Form. Items/Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified 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 invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

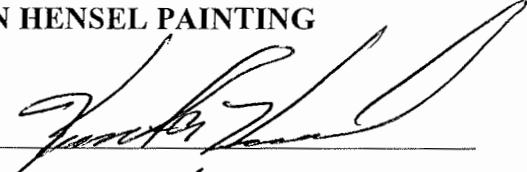
6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

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

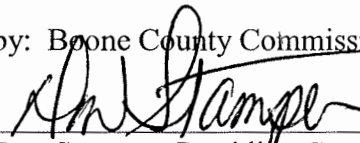
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

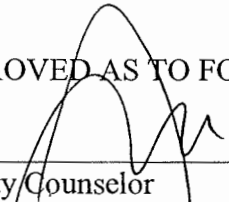
KEN HENSEL PAINTING

by 
 title owner/contractor
 address 2605 Oak Grove Ct.
COLUMBIA MO 65203

BOONE COUNTY, MISSOURI

by: Boone County Commission

 Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:


 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

no encumbrance required 7/24/02
 Signature Date Appropriation Account
 Facilities Maintenance Term/Supply
 6100-23050

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390

Email: dcrutchfield@boonecountymo.org

July 31, 2003

Ken Hensel
Ken Hensel Painting
2605 Oak Gate Ct.
Columbia, MO 65203

RE: 51-09JUL02 – Painting Service Term & Supply

Dear Mr. Hensel:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated June 2, 2003, you agree to renew the contract under the same terms and conditions as the original contract with a 3% increase over last years prices. This contract renewal date will cover through July 31, 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Ken Roberts Facility Maint.
Bid File
Clerk's File

COPY

CERTIFIED COPY OF ORDER

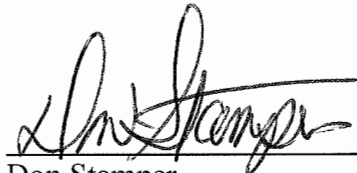
STATE OF MISSOURI }
 County of Boone } ea.

July Session of the May Adjourned Term. 20 02

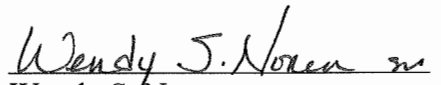
In the County Commission of said county, on the 29th day of July 20 02
 the following, among other proceedings, were had, viz:

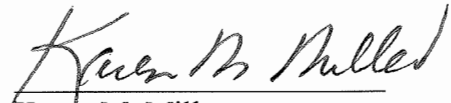
Now on this day, the County Commission of the County of Boone does hereby approve the contract with Zimmer Radio Group for Radio Advertising. It is further ordered that the Presiding Commissioner to sign said contracts.

Done this 29th day of July, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

TO: Don Stamper
Presiding Commissioner

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: July 22, 2002

RE: Advertising Sole Source

Please find attached a Sole Source request from Human Resources for an advertising campaign with the Zimmer Radio Group. Human Resources is developing and experimenting with the effectiveness of radio advertising. There are two radio advertising groups in Columbia. The Human Resources department currently uses Premier Marketing for recognizing top employees each quarter. They are interested in targeting additional markets through the use of the Zimmer Radio Group which offers links to our Boone County web site. The uniqueness of the advertising campaign and the targeted market qualify this purchase as sole source.

After your review and signature, please return the *Sole Source Form* to the Purchasing department. Let me know if you have additional questions.

Thanks for your assistance.

7/15/02

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

DATE		
NEW	ZIMMER RADIO GROUP	573-875-1099
VENDOR NO.	VENDOR NAME	PHONE #
	3215 LEMONE INDUSTRIAL BLVD,	MO 65201
	SUITE 200	
	ADDRESS	CITY STATE ZIP

341-2002

BID DOCUMENTATION	
This field MUST be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3	
<input type="checkbox"/> Bid /RFP (enter # below) <input checked="" type="checkbox"/> Sole Source (enter # below) <input type="checkbox"/> Emergency Procurement (enter # below) <input type="checkbox"/> Written Quotes (3) attached (<\$750 to \$4,449) <input type="checkbox"/> <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750) <input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103)	Transaction Not Subject To Bidding For The Following Reason: <input type="checkbox"/> Utility <input type="checkbox"/> Travel <input type="checkbox"/> Dues <input type="checkbox"/> Refund <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other (Explain): <input type="checkbox"/> Training <input type="checkbox"/> Pub/Subscriptions <input type="checkbox"/> Required Gov Payment <input type="checkbox"/> Agency Fund Distribution
#23-123102 (Enter Applicable Bid / Sole Source / Emergency Number)	

Ship To Department # N/A

Bill To Department # 1115

Department	Account	Item Description	Qty	Unit Price	Amount
1115	84300	Internet Advertising July 2002	1	\$300.00	\$300.00
		Internet Advertising Aug - Dec 2002	5	\$200.00	\$1000.00
		Radio Advertisements	525	\$7.00	\$3675.00
CLERK'S OFFICE					
*DO NOT UNSTAPLE THESE PAGES					
*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.					
				TOTAL:	\$4975.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Betty Dickreite

Requesting Official

Auditor Approval

PO Log

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Flr
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Human Resources
Person Requesting	Betty Dickneite, Director of Human Resources
Date Requested	July 7, 2002
Contact Number	(573) 886-4395

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

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt 7/7/02
Signature Date

SOLE SOURCE NUMBER: 23-123102
(Assigned by Purchasing)

COMMISSION APPROVAL: Non Stamp 7-22-02
Signature Date

Expiration Date: July 9 2002 through December 31 2002 **One Time Purchase (check)**

Vendor Name	Zimmer Radio Group
Vendor Address	3215 Lemone Industrial Blvd., Suite 200, Columbia, MO 65201
Vendor Phone and Fax	Phone: (573) 875-1099 Fax: (573) 875-2439
Product Description	Radio and Internet Advertising for Job Recruitment
Estimated Cost	\$3,675 for Radio Advertising; \$1,300 for Internet Advertising; \$7.00 per advertisement; and a monthly fee of \$300 for 1 st month, and \$200/month thereafter.

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

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

Comment:

AGREEMENT FOR RADIO/INTERNET ADVERTISING

THIS AGREEMENT is made on the 27th day of July 2002, by and between Boone County, Missouri, a political subdivision of the State of Missouri, through the Boone County Commission, herein "County" and Zimmer Radio Group, herein "Contractor".

IN CONSIDERATION of each parties performance of their respective obligations specified herein the parties agree to the following:

1. **Contract Services** - The Contractor shall provide the County through its Department of Human Resources a total of 525 radio advertisements at a rate of 21 advertisements per week over a time period of 25 weeks; all advertisements shall be approved by the Boone County Human Resources Department. In addition, Contractor shall provide County with internet advertising which will include four advertiser directory listings, four tile ads, one sponsorship on the station and page of county's choice, two e-mail blast sponsorships with the first sponsorship to occur during the third month of this agreement and second blast during the sixth month of this agreement; internet advertising subject to approval by the Boone County Human Resources Department.

2. **Contract Duration** - This agreement shall commence on July 8, 2002 and extend through December 31, 2002.

3. **Rates and Charges** - The Contractor shall be compensated in total amount not to exceed \$3,675.00 for radio advertising and in total amount not to exceed \$1,300.00 for internet advertising. Contractor shall be compensated for radio advertising at a rate of \$7.00 per advertisement. Contractor shall be compensated for internet advertising at a rate of \$300.00 for the first month, and \$200.00 per month thereafter

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Human Resources Department and billings may only include the prices listed in the Contractor's proposal. No additional fees, taxes or other items of expense shall be included other than the units prices for materials delivered. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **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 hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or

d. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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.

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

ZIMMER RADIO GROUP

by _____

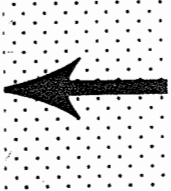
title _____

BOONE COUNTY, MISSOURI

by Boone County Commission



Don Stamper, Presiding Commissioner

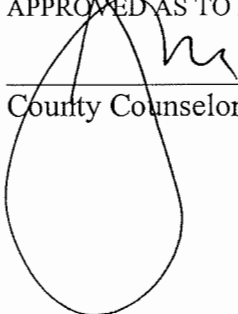


ATTEST:



Wendy Noren, County Clerk

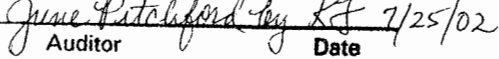
APPROVED AS TO FORM:



County Counselor

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.



Auditor Date 7/25/02

1115-84300 \$4,975.00

AGREEMENT FOR RADIO/INTERNET ADVERTISING

THIS AGREEMENT is made on the 9th day of July 2002, by and between Boone County, Missouri, a political subdivision of the State of Missouri, through the Boone County Commission, herein "County" and Zimmer Radio Group, herein "Contractor".

IN CONSIDERATION of each parties performance of their respective obligations specified herein the parties agree to the following:

1. **Contract Services** - The Contractor shall provide the County through its Department of Human Resources a total of 525 radio advertisements at a rate of 21 advertisements per week over a time period of 25 weeks; all advertisements shall be approved by the Boone County Human Resources Department. In addition, Contractor shall provide County with internet advertising which will include four advertiser directory listings, four tile ads, one sponsorship on the station and page of county's choice, two e-mail blast sponsorships with the first sponsorship to occur during the third month of this agreement and second blast during the sixth month of this agreement; internet advertising subject to approval by the Boone County Human Resources Department.

2. **Contract Duration** - This agreement shall commence on July 8, 2002 and extend through December 31, 2002.

3. **Rates and Charges** - The Contractor shall be compensated in total amount not to exceed \$3,675.00 for radio advertising and in total amount not to exceed \$1,300.00 for internet advertising. Contractor shall be compensated for radio advertising at a rate of \$7.00 per advertisement. Contractor shall be compensated for internet advertising at a rate of \$300.00 for the first month, and \$200.00 per month thereafter

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Human Resources Department and billings may only include the prices listed in the Contractor's proposal. No additional fees, taxes or other items of expense shall be included other than the units prices for materials delivered. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **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 hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or

d. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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.

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

ZIMMERRADIO GROUP

BOONE COUNTY, MISSOURI

by Tom Gjo

by Boone County Commission

title General Marketing Rep

Don Stamper, Presiding Commissioner

ATTEST:

APPROVED AS TO FORM:

Wendy Noren, County Clerk

County Counselor

CERTIFICATION: 1115-84300 #4975.00

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.

June Pitchford by KF 7/23/2002
Auditor Date

Clear 99

Internet Station Requested
Internet Page Sponsorship Requested Community Calendar

Reviewed and approved by A.T. on 7/9/2002 9:38am

Contact person for web page:
Link

Boone Co HR. Dept.
Susan Wells
886-4395

Zimmer Radio Group

FACSIMILE TRANSMITTAL SHEET

TO: *Betty* FROM: *Tim G*
 COMPANY: DATE:

FAX NUMBER: NO. OF PAGES INCLUDING COVER: *3*

PHONE NUMBER: SENDER'S PHONE NUMBER:
 573-875-1099

RE: SENDER'S FAX NUMBER:
 573-875-2439

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

*Please refax me a copy after totally
 completed & signed!*

TXS

Tim G ☺

CERTIFIED COPY OF ORDER

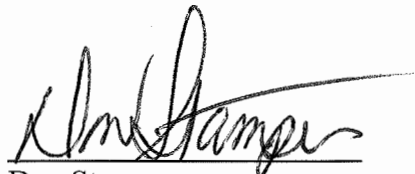
STATE OF MISSOURI }
County of Boone } ea.

July Session of the May Adjourned Term. 20 02


In the County Commission of said county, on the 29th day of July 20 02
the following, among other proceedings, were had, viz:

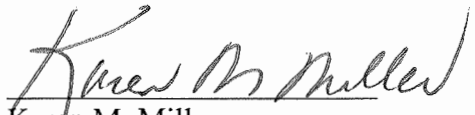
Now on this day, the County Commission of the County of Boone does hereby approve Change Order #1 for the New Haven Bridge FRP Project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said change order.

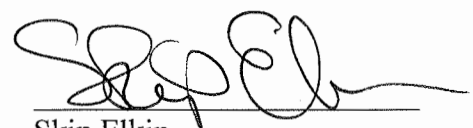
Done this 29th day of July, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One (1)

Job No.: 9707

Date: 7/19/02

Project Location: New Haven Bridge (FRP Project)

Contractor: Structural Preservation Systems

342-2002

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the consultant without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: Additional structural concrete repairs and additional carbon fiber installation.

UTILITY COMPANY PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

\$ 6,610.00

Contract Amount: Add to the Contract Amount a total of -

Contractor: Structural Preservation Systems

SIGNATURE

Jeffrey M. [Signature]

DATE

7/24/02

Recommended by: Project Supervisor

SIGNATURE

Alexander [Signature]

Approved by:

David [Signature]

DATE

7/24/02

Accepted by: Boone County Commission

SIGNATURE

[Signature]

DATE

7-29-02

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$91,025.00
PREVIOUS ADDITIONS	
TOTAL	\$0.00
PREVIOUS DEDUCTIONS	
NET PRIOR TO THIS CHANGE	\$91,025.00
AMOUNT OF THIS CHANGE <u> X </u> ADD <u> </u> DEDUCT	\$ 6,610.00
CONTRACT AMOUNT TO DATE	\$97,635.00



Chicago Branch
66 East End Drive
Gilberts, IL 60136
Phone 847-551-1012
Fax 847-551-1015
www.structural.net

July 18, 2002

Ms. Allison A. Anderson, P.E.
Boone County Public Works
5551 Highway 63 South
Columbia, MO. 65201

Re: New Haven Road Bridge Additional Repair Costs.

Dear Allison:

The additional costs for the New Haven Bridge Project are as follows:

Additional structural concrete repairs \$3,410.00

(The original proposal had \$7,250.00 for concrete repairs to the bridge. The total costs for concrete repairs to New Haven Bridge will be \$10,660.00)

Additional Carbon Fiber Installation \$3,200.00

(This cost reflects an additional 100sf of Carbon Fiber Installation for Flexural Strengthening)

Concrete repairs to East Bridge Abutment \$5,675.00

(Replacement of concrete at the east abutment 20' x 24" x 18")

Please call me with any questions at 847-551-1012.

Sincerely,

Jeffrey R. Guzman
Project Manager

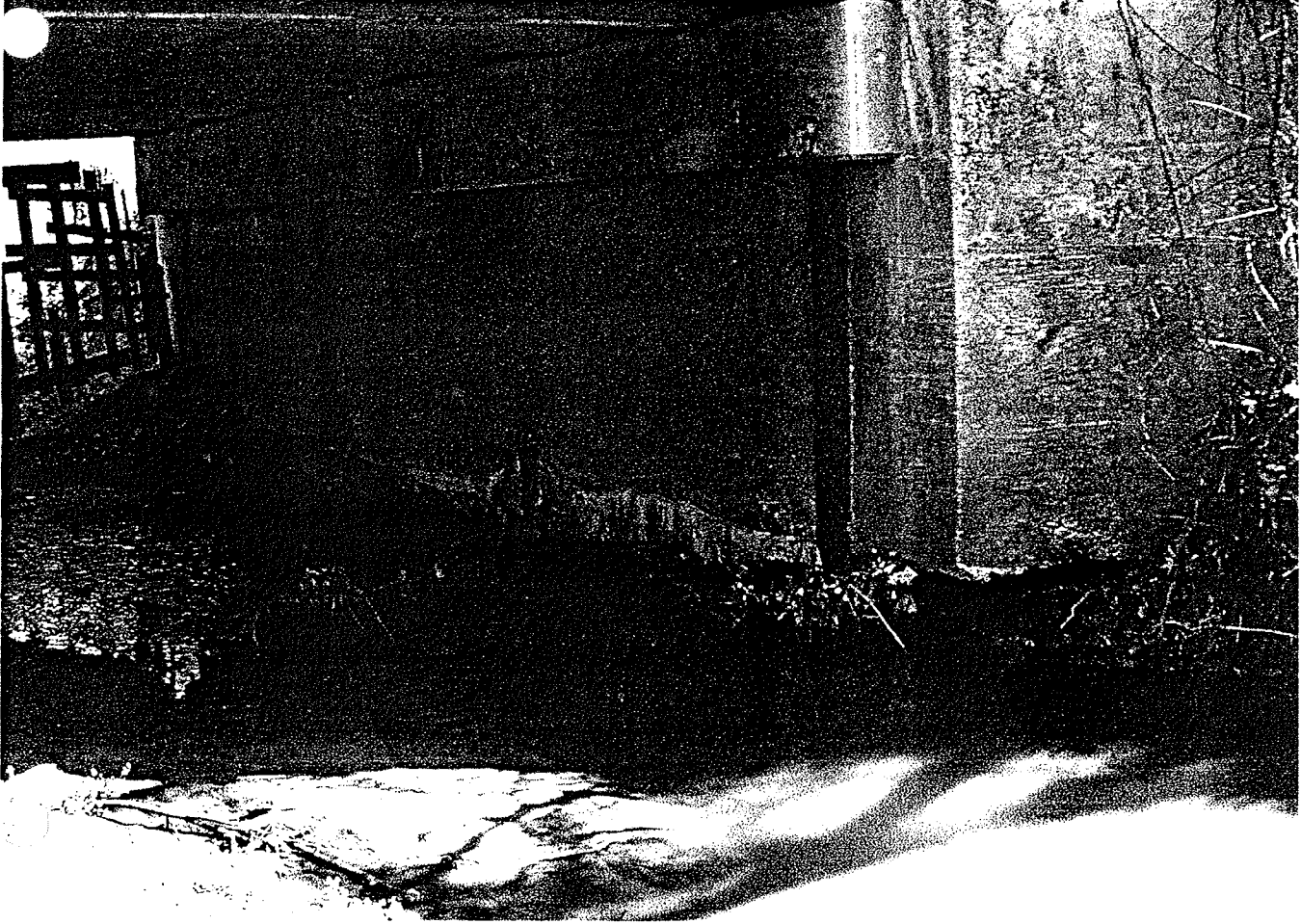
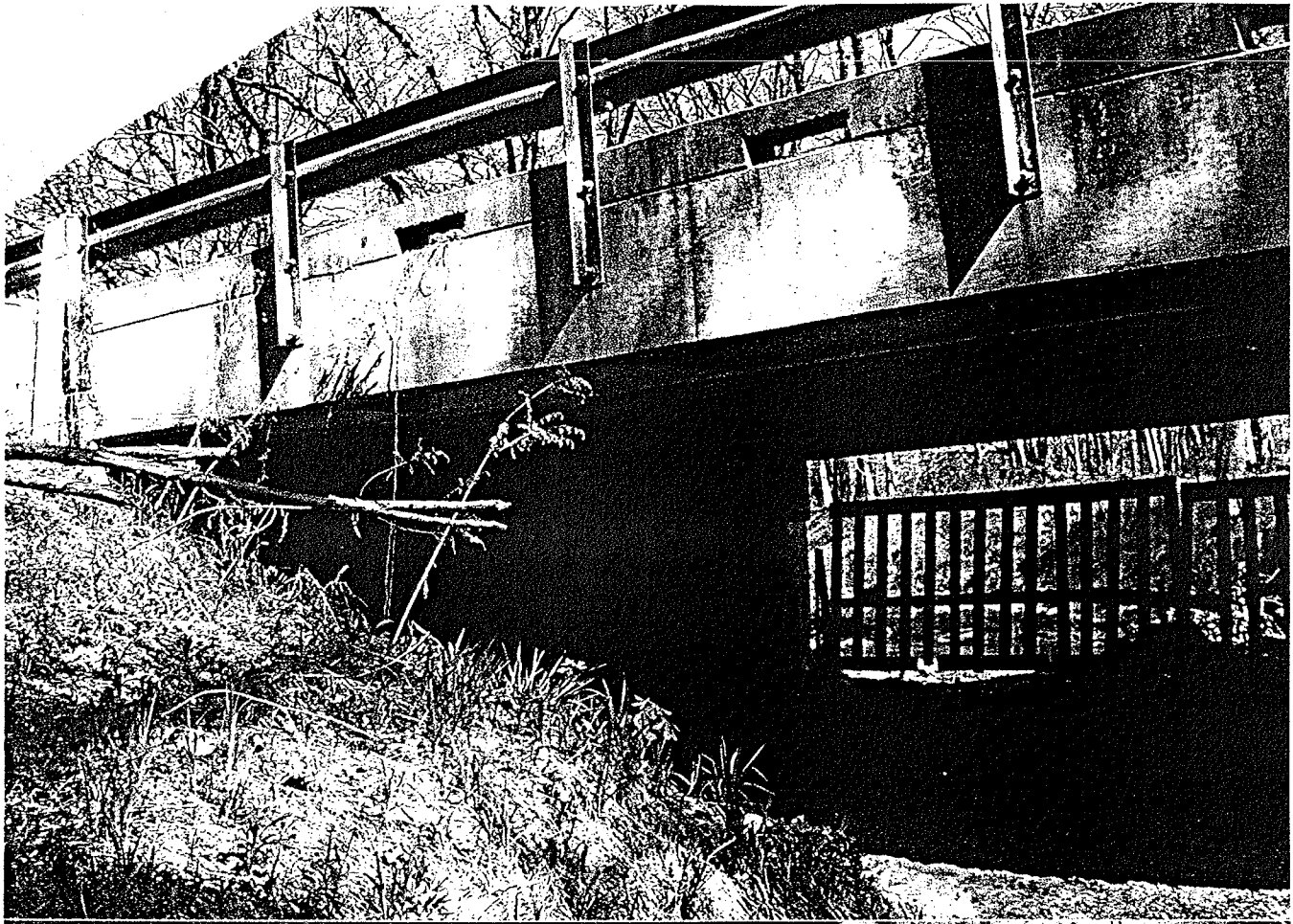
Filename and path AutoData

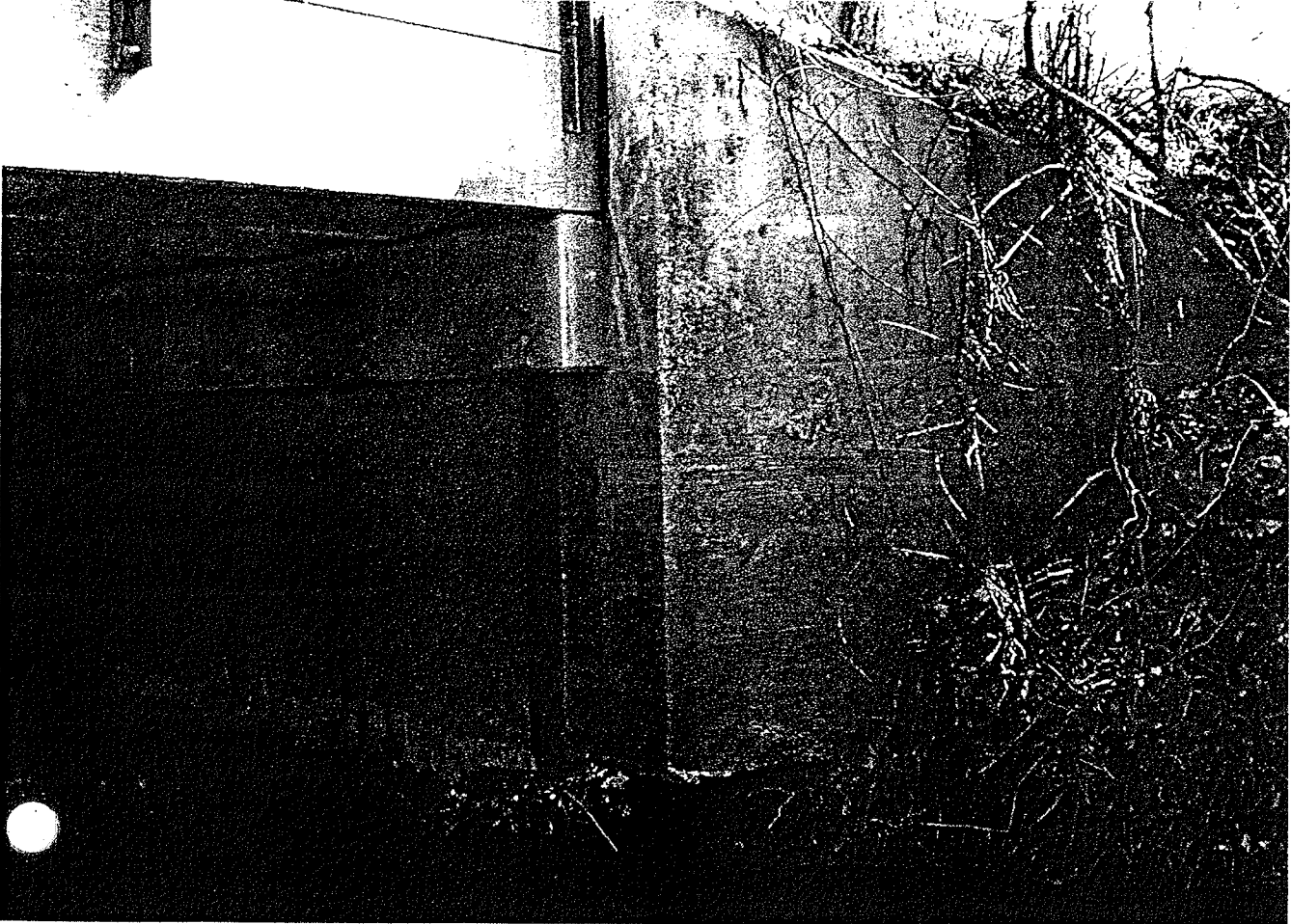
ATLANTA • BALTIMORE • BIRMINGHAM • BOSTON • CHICAGO • CLEVELAND • DALLAS • DENVER • DETROIT • FT LAUDERDALE
HOUSTON • INDIANAPOLIS • KANSAS CITY • LAKE CHARLES, LA • NEW YORK • PITTSBURGH • SALT LAKE CITY • WASHINGTON, DC

Structural Preservation Systems, Inc., A Structural Group Company

TOTAL P.02

New Haven
Road Bridge





CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 29th day of July 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Proposal for Consultant Services Contract with The Louis Berger Group, Inc. for the Harold Cunningham Road Slope Stability Project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 29th day of July, 2002.

ATTEST:

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

Don Stamper
 Don Stamper
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 29th day of July, 2002, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein Owner) hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: The Louis Berger Group, Inc.

Project/Work Description: Harold Cunningham Road Slope Stability Project

Proposal Description: (Identify proposal by date, person issuing proposal and attach a copy of proposal.) See attached proposal with attachments dated July 17, 2002, by Garry Chegwiddden, P.E. to David Allen Nichols, P.E.

Modifications to Proposal: (Identify any modifications or attach correspondence modifying proposal, or show as not applicable.) Fees and expenses shall not exceed \$20,446.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

CONSULTANT

By Garry Chegwiddden P.E.
Title Service Associate

Dated: 8/7/2002

APPROVED AS TO FORM:

[Signature]
County Counselor

APPROVED

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 29 JULY 2002

ATTEST:

Wendy J. Noren
County Clerk

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.

June C. Pitchford 7/24/02
Auditor nyse Date
2045-7100

July 17, 2002

Boone County Public Works
5551 Highway 63 South
Columbia, Mo. 65201

Attention: Mr. David Allen Nichols, P.E.

RE: Proposal for Engineering Services
Harold Cunningham Road slope Failure
Boone County, Missouri
Proposal Number 2002-0018

Dear Mr. Nichols:

The Louis Berger Group, Inc. is pleased to submit our proposal for engineering services as requested in your letter of June 25, 2002.

During our site visit on June 20, 2002 with you, we observed the slope failure which extends through the north lane of Harold Cunningham Road to the Bonne Femme Creek below.

We have reviewed the design criteria, scope of engineering services and a site map of the proposed project limits included with your letter and have prepared a proposal.

We understand that surveying and engineering design of remedial measures and development of plans, specifications, cost estimates and bidding services are included in this proposal and that the geotechnical services and report would be performed by others and are beyond the scope of our proposal.

Attached is a signature page, signed Project Requirements worksheet, the Scope of Services, Time for Completion Schedule, Compensation Schedule and letter from sub consultant for surveying.

To execute this agreement, please sign and return one copy of this proposal to our office at the above captioned address. If you have any questions, please contact us.

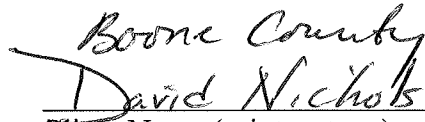
Sincerely,

THE LOUIS BERGER GROUP, INC.

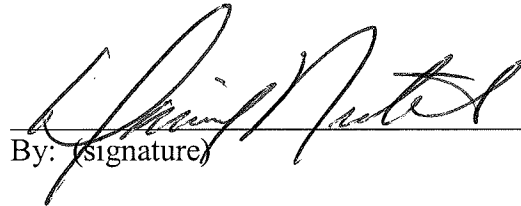


Garry Chegwidden, P.E.
Senior Associate

PROPOSAL ACCEPTED BY:

Boone County


Client Name (print or type)



By: (signature)

David Nichols

(Print or type signer's name)

8-7-02

Date

HAROLD CUNNINGHAM ROAD

Project Description:

Harold Cunningham Road begins at the end of Highway MM, approximately 5 miles west of the City of Ashland and runs westerly, approximately one mile and intersects at the junction of Easley River Road and Rippetto Road. It is a county maintained Road, mostly gravel with portions hard surfaced with layers of chip and seal coating. On or about May 7, 2002, a section of the road and embankment adjacent to the Bonne Femme Creek, approximately 500 feet west of the bridge over Fox Hollow, slid away down the hillside towards the Bonne Femme Creek. The section is roughly 100 feet long and 8-10 feet wide at the top of the chip and sealed road way. Boone County is responsible for repairing this damage and providing the resources to re-open the road to the public. We anticipate this road to be re-constructed and complete by this fall. A site map has been provided to assist in developing a proposal.

Boone County has initiated a request from Terracon Consulting Engineers and Scientist to provide a geotechnical report of the site. Terracon will investigate the characteristic of the soils and underlying rock formations to determine the failure plane of the slide. They will provide a report making recommendations for repairs for re-building this portion of the road.

Boone County is requesting a proposal to perform design services based upon the information provided above and as reviewed with you on site at our June 20, 2002 meeting.

Please provide a "not to exceed" cost proposal indicating your design fee for your services of providing bid ready plans and specifications, developed from your experience, expertise, and the report generated from Terracon Consulting Engineers and Scientist. The scope of work is to design a repair such that the road is can be re-opened to the public and includes addressing: all safety issues/concerns, assist in obtaining all permits, and assisting in the pre-bid meeting.

The basic design parameters are listed below and the actual scope of Engineering Services is attached indicating specific design and surveying requirements upon entering into an agreement with the County.

All construction documents shall meet Boone County Public Works Department minimum standards.

Please prepare your proposal indicating a not to exceed cost per on the attached Scope of Engineering Services.

Design Parameters for Harold Cunningham Road:

Classification-Match existing roadway width and surfacing.

Development of bid documents.

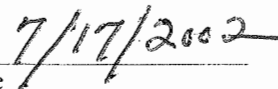
By signing the Project Requirements worksheet the design professional agrees that he/she has received, reviewed, completed, and understands the above document along with the enclosed site plan and scope of engineering services.

Plans and specifications will be reviewed for compliance with this proposal. Any and all deficiencies will be corrected by the design professional at the design professional's expense.

Signature



Date



**SCOPE OF ENGINEERING SERVICES
HAROLD CUNNINGHAM ROAD
BOONE COUNTY, MISSOURI**

Project Startup and Orientation:

- I. Meet with the COUNTY and other interested parties at an initial pre-design kickoff meeting to discuss the Project, its various constraints, and their expectations. Attempt to set forth at this initial meeting goals to be accomplished by the Project and concerns to be addressed in the design of the Project.

Data Collection:

The consultant will accomplish data collection tasks.

- I. Execute all surveying necessary for the project.
- II. Prepare a centerline description for the project. The centerline description shall identify and assign stationing for the following:
 - A. The beginning and end of the project.
 - B. At all horizontal points of curvature and points of tangency.
 - C. On the bisector of the angles created by each intersection of two (2) horizontal tangent lines through which a horizontal curve has not been created.

Feasibility Study:

- I. After all field data has been obtained and plotted; the ENGINEER shall prepare a feasibility study to determine what improvements will best solve the safety deficiencies. The study will include the following:
 - A. Develop the anticipated construction costs.
 - B. Meet with the COUNTY to review the study and the report.

Preliminary Plans:

- I. After approval of the feasibility study by the COUNTY, the ENGINEER shall provide preliminary plans, which shall include, but not limited to the following:
 - A. Sheet sizes to be 22"X 34" (approximately)
 - B. The Engineer's seal and signature on all sheets
 - C. Cover sheet with owners name, site and vicinity map, sheet index, legend of line types and symbols, appropriate general notes, and improvement length and ADT (if known).

D. Preliminary plan and profile sheets at a scale of 1"=20' horizontal and 1" = 2' vertical and shall include the following:

1. All survey data including, but not limited to: bench marks, topography, existing utilities, existing and new roadway, and construction slope limits.
2. Proposed drainage facilities.

D. All necessary construction details.

F. Cross sections at a scale of 1" = 10' horizontally and vertically at 25 foot intervals and other necessary cross-sections to show the existing conditions and proposed improvements in sufficient detail to establish the limits of construction. Earth quantities to show per each section and running totals.

G. Culvert Section at a scale of 1" = 10' horizontally and vertically.

- II. Identify applicable governmental permits necessary for execution of the project and assist in obtaining such permits. (Such as stormwater permits, Land disturbance permits, wetlands permits, and cultural permits.)

Final Plans:

- I. Following the field check and review of the preliminary plans by the county, the ENGINEER will proceed to prepare final plans for the project. These plans will be suitable for seeking bids, awarding a contract, and supervising construction of the Project. Final plans, cost estimate and specifications will be submitted to the COUNTY and utilities for their review.
- II. Add comments received from the COUNTY and utilities. Front-end documents for the specifications shall be the County's standards; the County shall provide copy of which to the Engineer.

Bidding Services:

- I. Attend the pre-bid conference.
- II. Be available to answer questions or provided information for prospective bidders during the time they are preparing their bids.

Considerations:

The following services shall be included in the basic services provided:

1. Plans shall comply with Boone County Design Standards. The AASHTO Manual shall also be used as a guide only.

2. The Basic Scope of Services does NOT include design of replacement or repairs to the utilities except that relocations should be considered during preliminary design phase. Should utility replacement or repairs become necessary, the affected utility shall be identified and discussed with the County.
3. The Basic Scope of Service does NOT include appraisal or acquisition of right-of-way or easements.
4. The Basic Scope of Services includes items in **EXHIBIT 1**.

EXHIBIT 1

The Engineer shall furnish the COUNTY the following drawings and documents:

1. Three (3) sets of prints of the preliminary plans.
2. Two (2) copies of the preliminary specification manual for review.
3. One (1) complete set of the fully checked, original design drawing of the final plans, size 22 inch x 34 inch, on mylar or standard form reproducible sheets.
4. One (1) original and one (1) copy of the specification manual on standard 8 1/2 inch x 11 inch paper, and one (1) copy electronically stored IBM-compatible 3.5 inch disk as a Microsoft Word document, or as an ASC11 file.
5. Digital files of all drawings in AutoCAD or Softdesk format.

TIME FOR COMPLETION

The Feasibility Study will be completed within 10 calendar days after the Geotechnical Report has been completed and approved by the County.

The Preliminary Plans will be completed within 20 calendar days after the Feasibility Study has been approved by the County.

The Final Plans will be completed within 10 calendar days after the Preliminary Plans have been approved by the County.

COMPENSATION

	Labor Hours	Billing Rate	Total
Project Startup and Orientation	4.0	124.50	498
Data Collection (by ESS)			
Feasibility Study	40.0	82.98	3,319
Preliminary Plans	82.0	96.81	7,938
Final Plans	32.0	96.81	3,098
Bidding Services	4.0	110.64	443
Sub-Total	<u>162.0</u>		<u>15,296</u>
Sub Consultant – ESS			5,000
Reproduction			100
Transportation @ 0.29/mile			50
Total			<u>20,446</u>

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Materials Laboratories

Larry L. Hendren, PE, RG
David A. Bennett, PE
Timothy J. Reed, PLS
Morton L. Ratliff, PLS
John M. Eppenauer, PLS
Bruce A. Dawson, PE
Clifford S. Jarvis, PE

Randall A. Lee, PE, RG
Timothy J. O' Connor, PE
Benjamin A. Ross, PE
Kerry A. Turpin, PLS
Darrell G. Hartley, PE
Gregory S. Hayes, PE

July 11, 2002

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499
E-Mail ess@ess-inc.com
<http://www.ess-inc.com>

Mr. Gary W. Vandelicht, PE
The Louis Berger Group, Inc.
3610 Buttonwood Drive, Suite 200
Columbia, MO 65201

Dear Mr. Vandelicht:

At your request we have estimated the work involved to prepare a topographic survey of a slope failure along H.C. Cunningham road, near the west end of State Route "MM", in the north half of Section 11 T46N R13W.

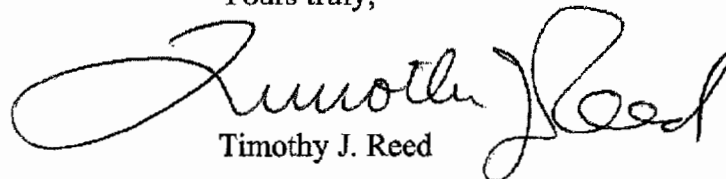
The topographic survey will consist of approximately seven cross-sections from the road to the Bonne Femme Creek and will extend east and west beyond the area of the slope failure. The vertical datum will be based on the center of the bridge deck of the bridge on H.C. Cunningham road over Fox Hollow, shown on the U.S.G.S. topographic map as 568 feet above sea level. It is estimated that to complete the topographic survey will cost in the area of \$ 4,000. We will guarantee the maximum cost not to exceed \$ 5,000. Final billing will be from our fee schedule, based on the actual time involved, but not to exceed the agreed maximum. We will expect to be paid within 30 days of the receipt of our invoice.

We are ready to begin work on this project immediately upon receiving the notice to proceed.

If you have any questions, please contact me.

Thank you very much.

Yours truly,



Timothy J. Reed

07/24/02

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

New

The Louis Berger Group, Inc,

VENDOR NO.

VENDOR NAME

PHONE #

3610 Buttonwood Drive, Suite 200

Columbia

MO 65201

ADDRESS

CITY

STATE ZIP

343-2002

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 2045

Bill To Department # 2045

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 5	7 1 1 0 0	Design services for 100 ft section of Harold Cunningham Road not to exceed	1		20446.00

CLERK'S OFFICE

*DO NOT UNSTAPLE THESE PAGES

*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.

prepared by Diana Manlove

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 29th day of July 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Thursday, August 1, 2002 at 3:00 p.m. in Room 243 of the Roger B. Wilson Boone County Government Center as authorized by Section 610.021 (3) to discuss the hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Done this 29th day of July, 2002.

ATTEST:

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

Don Stamper
 Don Stamper
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner