

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 11th day of October 20 11


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

Now on this day the County Commission of the County of Boone does hereby award bid 39-08SEP11 – Fencing and Appurtenances Term and Supply to Custom Fence. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 11th day of October, 2011.

ATTEST:

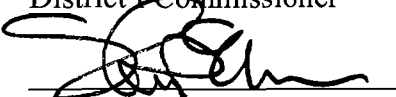
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan, Buyer
DATE: September 16, 2011
RE: 39-08SEP11 – Fencing and Appurtenances Term and Supply

The Bid for fencing and appurtenances term and supply closed on September 08, 2011. One bid was received. Purchasing and Public Works recommend award to Custom Fence, for offering the lowest and best bid for Boone County.

This will be a term and supply contract and will be paid from department 2040 – Public Works Maintenance Operations, account 71100 – Out Side Services. \$10,000.00 is budgeted for these items and services.

Attached is the Bid Tabulation for your review.

cc: Contract File

**39-08SEP11 -
Fencing and
Appurtenances**

BID TABULATION

4.7. PRICING		CUSTOM FENCE		
	Description	Unit	Unit Price	Unit Price Prevailing Wage
4.7.1.	Hourly Labor Rate	HR	\$55.00	
4.7.2.	4-Strand Barbed Wire	LF	\$5.50	
4.7.3.	5-Strand Barbed Wire	LF	\$5.50	
4.7.4.	Woven Wire w/ 1 Strand Barbed Wire	LF	\$6.00	
4.7.5.	Woven Wire w/ 2 Strand Barbed Wire	LF	\$6.00	
4.7.6.	48" Non-Climb Horse Fence	LF	\$15.00	
4.7.7.	60" Non-Climb Horse Fence	LF	\$15.00	
4.7.8.	Optional 1 1/2" X 6" Rough Cut Pine Kick Board	LF	\$15.00	
4.7.9.	7" diam. X 8'-0" Wood Corner Brace	EA	\$100.00	
4.7.10.	6" diam. X 8'-0" Wood Internal Brace	EA	\$100.00	
4.7.11.	4" diam. X 8'-0" Wood Line Post	EA	\$100.00	
4.7.12.	Metal T-Post - 6'-0" Minimum	EA	\$6.50	
4.7.13.	4" Yellow Pine Wood Brace with Galvanized Tie Wires	EA	\$1.00	
4.7.14.	2" Galvanized Pipe Brace	EA	\$25.00	
4.7.15.	U-Channel Post Brace	EA	\$25.00	
4.7.16.	Gate Brace	EA	\$100.00	
4.7.17.	4' Gate	EA	\$150.00	
4.7.18.	8' Gate	EA	\$150.00	
4.7.19.	10' Gate	EA	\$150.00	
4.7.20.	12' Gate	EA	\$175.00	
4.7.21.	14' Gate	EA	\$175.00	
4.7.22.	16' Gate	EA	\$200.00	
4.7.23.	18' Gate	EA	\$200.00	
4.7.24.	Rock Excavation for Corner Posts	EA	\$150.00	
4.7.25.	Rock Excavation for Line Posts Concrete for Line Posts that Require Rock	EA	\$150.00	
4.7.26.	Excavation	EA	\$150.00	
4.7.27.	TOTAL		\$1,933.50	
4.8.	Maximum Percentage Increase for Each Potential Renewal Period:			
	1st Renewal Period		5	
	2nd Renewal Period		5	
	3rd Renewal Period		5	
4.10	COOP? (Yes or No)		YES	

Boone County Purchasing

Tyson Boldan,
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Greg Edington

FROM: Tyson Boldan,
Buyer

DATE: September 13, 2011

RE: Bid Award Recommendation – 39-08SEP11 – Fencing and Appurtenances Term and Supply

Attached is the bid tabulation for the bid response received for the above referenced bid. Please return this cover sheet with your recommendation by fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2040


Account Number: ~~2040~~ 71100

Budgeted: \$ 10,000/291,680

Award Bid by low bid to Custom Fence.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature:  Date: 9.15.11

**PURCHASE AGREEMENT
FOR
FENCING AND APPURTENANCES**

THIS AGREEMENT dated the 11 day of October 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Custom Fence** 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 **Fencing and Appurtenances**, County of Boone Request for Bid number **39-08SEP11**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **September, 01 2011** and executed by Michael Small, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchasing Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award** and extend through **December 31, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for three (3) **additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

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

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.

CUSTOM FENCE

by Michael Small
 title PRES,
 address RR 1 Box 165-S
Memphis MO.

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
 Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

[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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature]
 Signature by cg

10/4/11
 Date

Department: 2040
 Account: 71100 Term/Supply

No Encumbrance Required
 Appropriation Account

4. Response Form

- 4.1. Company Name: Custom Fence
- 4.2. Address: RR1 Box 165-S
- 4.3. City/Zip: Memphis MO, 63555
- 4.4. Phone Number: 660 883 5514 660 341 2148
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: 43-1720365
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name Michael Smolf
 Other (Specify) _____

4.7. PRICING

Description	Unit	Unit Price	Unit Price/ Prevailing Wage
4.7.1. Hourly Labor Rate	HR	\$ <u>55⁰⁰</u>	\$ <u>55⁰⁰</u>
4.7.2. 4-Strand Barbed Wire	LF	\$ <u>5⁵⁰</u>	
4.7.3. 5-Strand Barbed Wire	LF	\$ <u>5⁵⁰</u>	
4.7.4. Woven Wire w/ 1 Strand Barbed Wire	LF	\$ <u>6⁰⁰</u>	
4.7.5. Woven Wire w/ 2 Strand Barbed Wire	LF	\$ <u>6⁰⁰</u>	
4.7.6. 48" Non-Climb Horse Fence	LF	\$ <u>15⁰⁰</u>	
4.7.7. 60" Non-Climb Horse Fence	LF	\$ <u>15⁰⁰</u>	
Optional 1 1/2" X 6" Rough Cut Pine Kick			
4.7.8. Board	LF	\$ <u>15⁰⁰</u>	
4.7.9. 7" diam. X 8'-0" Wood Corner Brace	EA	\$ <u>100</u>	
4.7.10. 6" diam. X 8'-0" Wood Internal Brace	EA	\$ <u>100</u>	
4.7.11. 4" diam. X 8'-0" Wood Line Post	EA	\$ <u>100</u>	
4.7.12. Metal T-Post - 6'-0" Minimum	EA	\$ <u>6⁵⁰</u>	
4" Yellow Pine Wood Brace with			
4.7.13. Galvanized Tie Wires	EA	\$ <u>1⁰⁰</u>	
4.7.14. 2" Galvanized Pipe Brace	EA	\$ <u>25⁰⁰</u>	

4.7.15. U-Channel Post Brace	EA	\$ <u>25⁰⁰</u>
4.7.16. Gate Brace	EA	\$ <u>100⁻</u>
4.7.17. 4' Gate	EA	\$ <u>150⁻</u>
4.7.18. 8' Gate	EA	\$ <u>150⁻</u>
4.7.19. 10' Gate	EA	\$ <u>150⁻</u>
4.7.20. 12' Gate	EA	\$ <u>175</u>
4.7.21. 14' Gate	EA	\$ <u>175</u>
4.7.22. 16' Gate	EA	\$ <u>200</u>
4.7.23. 18' Gate	EA	\$ <u>200</u>
4.7.24. Rock Excavation for Corner Posts	EA	\$ <u>150</u>
4.7.25. Rock Excavation for Line Posts	EA	\$ <u>150</u>
4.7.26. Concrete for Line Posts that Require Rock Excavation	EA	\$ <u>150</u>
4.7.27. TOTAL		

4.8. Maximum Percentage Increase for Each Potential Renewal Period:

- 4.8.1. 5 % 1st Renewal Period
 4.8.2. 5 % 2nd Renewal Period
 4.8.3. 5 % 3rd Renewal Period

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

4.9.3. Today's Date: 9/1/11

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

X Yes _____ No

4.11. Provide the number of days notice must be provided prior to expected installation: 5
 In the event the primary contractor cannot meet the expected obligation, the secondary contractor will be issued the project.

4.12. In the event the County has several projects going on simultaneously during the construction season, how many crews would be available to cover multiple projects: 2

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 11th day of October 20 11

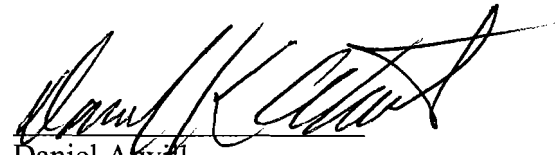
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia request for bid 116/2011 – Asphalt Term and Supply with APAC Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

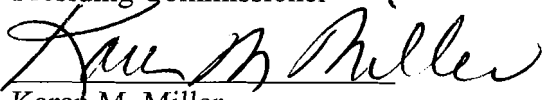
Done this 11th day of October, 2011.

ATTEST:

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



Daniel Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: September 19, 2011
RE: Purchase Agreement For Asphalt Term and Supply

Purchasing and Public Works request permission to utilize City of Columbia Request for Bid 116/2011 for Asphalt Term and Supply.

This contract will allow Boone County to receive City of Columbia pricing for asphalt products from APAC Missouri under Boone County's Terms and Conditions until July 31, 2012. There are four years of optional renewals.

Invoices from this Term and Supply contract will be paid from account 26000 – Pavement Repair Materials, Department 2040 – Public Works Maintenance Operations. \$140,000 was budgeted for Pavement Repair Materials for 2011.

cc: Contract File
Chet Dunn, Public Works

**PURCHASE AGREEMENT FOR
ASPHALT TERM AND SUPPLY**

THIS AGREEMENT dated the 11 day of October 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and APAC Missouri, herein "Contractor."

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

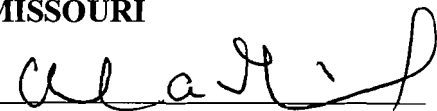
1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Asphalt Term and Supply**, in compliance with all Request For Bid specifications and any addendum issued for the **City of Columbia Request for Bid 116/2011 Asphalt Term and Supply**, as well as the Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this Request For Proposal if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the **City of Columbia Request for Bid 116/2011 – Asphalt Term and Supply** shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, hot and cold mixed asphalt products as identified and responded to in Contractor's Bid response. Products will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the City of Columbia specifications, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date written above** and extend through **July 31, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one year periods** subject to the pricing clauses in the **City of Columbia's Request for Bid** agreed to in the **Contractors 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.
4. **Delivery** - Contractor agrees to deliver asphalt products as per the bid documents.
5. **Billing and Payment** - All billing shall be invoiced to the Facilities Maintenance Department, Room 205, 601 E. Walnut St., Columbia, MO 65201 and billings may only include the prices listed in the Contractor's bid response and those monthly pricing updates to follow on a monthly basis. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the RFB. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

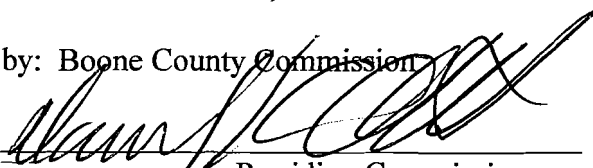
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

APAC MISSOURI

by 
title Vice President


BOONE COUNTY, MISSOURI

by: Boone County Commission

Presiding Commissioner

APPROVED AS TO FORM:

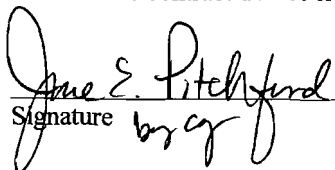

County Counselor

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) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

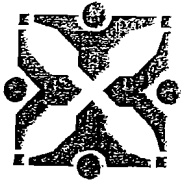

Signature by cy

10/4/11
Date

26000/2040 Term and Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered a non-exclusive contract.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

August 17, 2011

NOTIFICATION OF AWARD - CITY OF COLUMBIA

CONTRACT FOR: Asphalt

Your firm has been awarded the contract herein in response to our recent Request for Quotation. Contract Period is August 17, 2011, 2010 through July 31, 2012. Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR NAME
116/2011	2552	APAC - MO Bryan Dunn 1591 E. Prathersville Rd. Columbia, MO 65202 Phone: 417-207-7815 Fax: 573-449-7966 E-mail: bdunn@apac.com

ITEMS AWARDED

ITEM	EQUIPMENT		PRICE
1	Plant Mixed Hot Asphalt, F.O.B. Plant - Surface Mix BP1	Per Ton	\$60.60
2	Plant Mixed Hot Asphalt, F.O.B. Plant - Surface Mix BP2	Per Ton	\$60.60
3	Plant Mixed Hot Asphalt, F.O.B. Plant - Base Mix	Per Ton	\$57.54
4	Cold Mixed Asphalt, F.O.B. Plant - with anti-stripping agent	Per Ton	\$95.00

Pricing may be revised by the Contractor on a monthly basis by submitting a revised pricing quote the end of each month. Revised Quotes must be received by 4 pm on the last Monday of the month. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing).

Melinda Pope
Buyer/Purchasing
573-874-7375

cc: Samuel Thomas
Mindy Barnes
Brenda Broxton
Marjorie Finlay
Aaron Ray

- 2 Invoicing All receipts must be identified with the City of Columbia, Department or Division, Job Site, signed by an employee, and a copy furnished to the employee. Agree (Required)
- The Contractor shall be responsible for assuring the employee's identity prior to issuing material. The City of Columbia will not be responsible for material issued to persons not properly identified as City employees.
- 3 Term and Supply Contract Conditions TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Hot Bituminous Asphalt, as needed and as requested, from date of award through July 31, 2012. Agree (Required)
- City of Columbia Annual Estimated Usage is 5,000 tons. The City reserves the right to increase or decrease this quantity as needed.
- 4 Renewal Options Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City. Agree (Required)
- 5 Award and Pricing The City anticipates awarding this contract to a primary and secondary vendor. Agree (Required)
- Pricing may be revised by the Contractor on a monthly basis by submitting a revised pricing quote the end of each month. Revised Quotes must be received by 4 pm on the last Monday of the month. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing).
- 6 Contract Administration Contact Please provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. Bryan Dunn (Required)
417-207-7815
- 7 Cooperative Contract Pricing Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.) Agree (Optional)
- 8 Plant Location Provide Plant Locations Rocky Fork Plant (Required)
6791 N Hwy VV
Columbia MO 65208
- 9 Asphalt Mix Deviations or Manufacturing Issues List any asphalt mix deviations or manufacturing issues that are anticipated: NONE (Required)
- 10 Specifications The mixes will be used for wedge coats generally not exceeding 1 1/2" in thickness (Base mix), a surface or wearing lift generally not exceeding 1" thickness (BP-1, BP-2). The major portion of mix purchased will be for surface or wearing lifts. Agree (Required)
- The mixes shall be of "commercial" grade or the mixes commonly made at the plant.
- Provide characteristics of the mixes proposed:

Line Items

#	Qty	UOM	Description	Response
1	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Surface Mix BP1	\$ <u>60.60</u>
Supplier Notes:				
2	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Surface Mix BP2	\$ <u>60.60</u>
Supplier Notes:				
3	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Base Mix	\$ <u>57.54</u>
Supplier Notes:				
4	1	Ton	Cold Mix Asphalt, F.O.B. Plant - with anti-stripping agent:	\$ <u>8.00</u>
Supplier Notes:				
5	1	Ton	Cold Mix Asphalt, F.O.B. Plant - UPM (Unique Paving Material) Cold Mix	_____
Supplier Notes:				



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The following terms and conditions, unless otherwise modified by the City of Columbia within this document, shall govern the submission of bids and subsequent contracts. The City of Columbia reserves the right to reject any bid that takes exception to these conditions.

Definitions as used herein:

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- d. The term "City Council" means the governing body of the City of Columbia, MO.
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1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
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 - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
2. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
3. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
4. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

5. **Taxes:** Bidder shall not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the City is exempt from them by law. A tax exemption letter will be furnished if required.
6. **Delivery:** The delivery date(s) or when work will start, if requested, shall be stated in definite terms, as they will be taken into consideration in making the award. The City of Columbia reserves the right to cancel all or part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the City Purchasing Agent.
7. **Freight:** All bids shall be submitted FOB Destination, Columbia, Missouri. Unit prices shall include all applicable freight and handling charges.
8. **Default:** In case of any default by the bidder, the City of Columbia may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Purchasing Division shall have the right to remove any bidder who defaults on any contract with the City from all bidders' lists.
9. **Pricing:** Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
10. **Payments:** Partial payment for delivered items or quantities of a bid may be made by the City of Columbia except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished, and the City Purchasing Agent.
11. **Addenda:** The Purchasing Agent, in the form of a written Addendum, will issue all changes, additions and/or clarifications in connection with this bid. Bidder shall review and return the signature sheet of any and all such addendum issued for said bid. In the event multiple copies of the bid are requested, equal number of addendum shall be included. In the event an addendum is not submitted with the bid by the time of bid closing, the Purchasing Agent shall make a determination as to whether or not submission of the addendum(s) may be waived as technicality or not. In general, any addendum which significantly alters the scope of work, terms of the contract or which revises any pricing information may not be waived. In the case of an addendum not submitted with the bid, which cannot be waived, the bid will be found non-responsive and will not be evaluated. Addendums that are informational in nature only and do not alter scope of work, contract terms or pricing may be agreed upon after bid opening and returned by bidder, signed, prior to contract award. It shall be the sole discretion of the Buyer of Record and the Purchasing Agent to make this determination.
12. **Receipt and Opening of Advertised Sealed Bids:** The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening.
 - a. It is the bidder's sole responsibility to ensure that a bid is successfully submitted with the Purchasing Division prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Purchasing Division for a period of time established by regulation or statutes after the award is made, and are available for inspection at any time during regular working hours.

13. **Withdrawal of Bids:** Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Purchasing Agent after the bid opening, the Purchasing Agent has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Purchasing Agent will proceed in the following manner:
 - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Purchasing Agent after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. **Changes in pricing,** terms or conditions will not be permitted after the deadline for receipt of bids.
14. **Rebidding:** The Purchasing Agent reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be returned unopened to the offeror for re-submittal at the new date and time of bid closing.
15. **Bid Response:** The City is interested in doing business with your firm. In the event you are unable to quote on this requirement, please submit a "no bid response" which will indicate your desire to remain on the City's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
16. **Bid Acceptance:** A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected. Unless otherwise indicated, sixty (60) days prevail. In the event bid evaluation and award are projected to exceed sixty (60) days, the Purchasing Agent may request bidder to extend bid acceptance time for a reasonable period of time in order to make award.
17. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standards (OSHA) published in the Federal Register or other nationally recognized certifying body.
18. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the City.
19. **Variation in Quantity:** No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
20. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
21. **Discounts:** Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the City, whichever is later. For discount purposes, payment is made when the check is mailed.

22. **Patents:** The successful bidder shall defend, indemnify and save harmless, the City of Columbia, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.
23. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
24. **Contract Changes:** The Purchasing Agent may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the Purchasing Agent, if he or she decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
25. **Disputes:** If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the City Department responsible for the administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Purchasing Agent with advice of the City Counselor, shall resolve the dispute and send a written copy of his decision to the Contractor and the responsible City Department.
26. **Termination for Default:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the goods or services provided under the contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
27. **Termination for Convenience:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

28. **Term & Supply Contract Defined:** A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies, materials and equipment agrees to furnish all of the needs of the various departments of the City for the articles, commodities, supplies, materials and equipment set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the City, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the City will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
29. **Estimated Quantities:** The estimated quantities indicated in this Request for Quotation represent anticipated requirements only and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.
30. **Fund Allocation:** Continuance of any resulting agreement, contract or issuance of purchase orders after September 30 of the current calendar year is contingent upon the allocation of City funds for the next proceeding fiscal year, (10/1-9/30).
31. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
- OFFICIALS NOT TO BENEFIT:** No regular employee or elected or appointed member of the City Government shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
32. **Hazardous Material:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
33. **Domestic Products:** Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.
34. **Debarment and Suspension:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

35. **Americans with Disabilities Act:** The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this contract involves the contractor providing services directly to the public, the successful contractor shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35 and suspension.
36. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
37. **DBE Firms:** It is the policy of the City of Columbia that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the City's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds. If federal funds are involved in this contract they shall be so identified in the Notice to Bidders.
38. **Business License Requirements:** Unless exempted by City ordinance, any company awarded a contract with the City, who operates an office(s) within the City limits of Columbia, will be required to obtain a business license.

City of Columbia Purchasing

Bid Information

Bid Owner Melinda Pope Buyer
 Email mcp@gocolumbiamo.com
 Phone +1 (573) 874-7375
 Fax +1 (573) 874-7762
 Bid Number 116/2011
 Title Asphalt - Term & Supply
 Bid Type RFQ-F
 Issue Date 07/01/2011
 Close Date 7/26/2011 2:00:00 PM

Contact Information

Address _____
 Contact Department
 Building
 Floor/Room
 Telephone
 Fax
 Email

Ship to Information

Address _____
 Contact Department
 Building
 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company Name _____
 Contact Name _____
 Address _____

 Telephone _____
 Fax _____
 Email _____
 Signature _____

Supplier Notes

Date / /

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. SEALED BIDS MAY BE SUBMITTED AT 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Terms & Conditions of E bidding - Revised 3-1-10.pdf	Terms & Conditions

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	_____ (Required)

2	Invoicing	<p>All receipts must be identified with the City of Columbia, Department or Division, Job Site, signed by an employee, and a copy furnished to the employee.</p> <p>The Contractor shall be responsible for assuring the employee's identity prior to issuing material. The City of Columbia will not be responsible for material issued to persons not properly identified as City employees.</p>	_____ (Required)
3	Term and Supply Contract Conditions	<p>TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Hot Bituminous Asphalt, as needed and as requested, from date of award through July 31, 2012.</p> <p>City of Columbia Annual Estimated Usage is 5,000 tons. The City reserves the right to increase or decrease this quantity as needed.</p>	_____ (Required)
4	Renewal Options	<p>Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.</p>	_____ (Required)
5	Award and Pricing	<p>The City anticipates awarding this contract to a primary and secondary vendor.</p> <p>Pricing may be revised by the Contractor on a monthly basis by submitting a revised pricing quote the end of each month. Revised Quotes must be received by 4 pm on the last Monday of the month. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing).</p>	_____ (Required)
6	Contract Administration Contact	<p>Please provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract.</p>	_____ (Required)
7	Cooperative Contract Pricing	<p>Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)</p>	_____ (Optional)
8	Plant Location	<p>Provide Plant Locations</p>	_____ (Required)
9	Asphalt Mix Deviations or Manufacturing Issues	<p>List any asphalt mix deviations or manufacturing issues that are anticipated:</p>	_____ (Required)
10	Specifications	<p>The mixes will be used for wedge coats generally not exceeding 1 1/2" in thickness (Base mix), a surface or wearing lift generally not exceeding 1" thickness (BP-1, BP-2). The major portion of mix purchased will be for surface or wearing lifts.</p> <p>The mixes shall be of "commercial" grade or the mixes commonly made at the plant.</p> <p>Provide characteristics of the mixes proposed:</p>	_____ (Required)

Line Items

#	Qty	UOM	Description	Response
1	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Surface Mix BP1	\$ _____

Supplier Notes: _____

2	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Surface Mix BP2	\$ _____
---	---	-----	---	----------

Supplier Notes: _____

3	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Base Mix	\$ _____
---	---	-----	--	----------

Supplier Notes: _____

4	1	Ton	Cold Mix Asphalt, F.O.B. Plant - with anti-stripping agent:	\$ _____
---	---	-----	---	----------

Supplier Notes: _____

5	1	Ton	Cold Mix Asphalt, F.O.B. Plant - UPM (Unique Paving Material)Cold Mix	\$ _____
---	---	-----	---	----------

Supplier Notes: _____

Bid Request Number 116/2011

Specification Responses

Line	Description	Mfgr	MfgNo	UOM
1	Plant Mixed Hot Asphalt, F.O.E			Ton
2	Plant Mixed Hot Asphalt, F.O.E			Ton
3	Plant Mixed Hot Asphalt, F.O.E			Ton
4	Cold Mix Asphalt, F.O.B. Plant			Ton
5	Cold Mix Asphalt, F.O.B. Plant			Ton

Christensen Brothers Asphalt

QTY	Unit	Extended
1	\$62.00	\$62.00
1	\$62.00	\$62.00
1	\$59.00	\$59.00
1		
1	\$120.00	\$120.00
Total	\$303.00	\$303.00

Bid Request Number 116/2011

Specification Responses Christensen Brothers Asph:

Line	Attribute Name	Type	Response
Header	Terms and Conditions	Checkbox	Accept
Header	Invoicing	Short Text	Agreed
Header	Term and Supply Contract Cor	Checkbox	Term & Supply Contract Ac
Header	Renewal Options	Checkbox	Renewal Options Acknowle
Header	Award and Pricing	Long Text	Agreed
Header	Contract Administration Contac	Long Text	Kenny Knipp - Business Ma
Header	Cooperative Contract Pricing	Checkbox	Agree
Header	Plant Location	Short Text	I-70 at Millersburg Exit (Exit
Header	Asphalt Mix Deviations or Mani	Long Text	None
Header	Specifications	Long Text	None

alt

:knowledge
:gement

anager P.O. Box 159 Kingdom City, MO 65262 Phone 814-3308 Fax 814-0403 Email kenny@christe

t 137) 2505 County Road 269, Columbia 65202

ansenasphalt.com

Line Items

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$62.00

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$62.00

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$59.00

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	No Bid

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$120.00

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Plant Mixed Hot Asphalt, <u>Alternate Specification</u>
\$62.00			

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Plant Mixed Hot Asphalt, <u>Alternate Specification</u>
\$62.00			

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Plant Mixed Hot Asphalt, <u>Alternate Specification</u>
\$59.00			

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Cold Mix Asphalt, F.O.B. <u>Alternate Specification</u>

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Cold Mix Asphalt, F.O.B. <u>Alternate Specification</u>
\$120.00			

Note to Buyer

Note to Buyer

Note to Buyer

Note to Buyer

Note to Buyer



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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 11th day of October 20 11


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 GIS to dispose of 2 desks.

Done this 11th day of October, 2011

ATTEST:

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


Daniel Atwill

Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

David Eagle

Office Specialist



601 E. Walnut, Room 205

Columbia, MO 65201

Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: October 4, 2011

The Purchasing Departments requests permission to dispose of the following list of surplus equipment.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	6570	DESK				
2.	NO TAG	DESK				

cc: Caryn Ginter, Auditor
Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 9-8-11

FIXED ASSET TAG NUMBER: 06570

RECEIVED

DESCRIPTION: Desk

SEP - 8 2011

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION: Purchased in 1990

CONDITION OF ASSET:

REASON FOR DISPOSITION: No longer needed

COUNTY / COURT IT DEPT. (circle one) DOES / DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible. Rm 123
1st Floor - Gov't Center

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: GIS-1176 SIGNATURE: *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 6/21/1990 RECEIPT INTO 1190-3835
ORIGINAL COST 182.95 GRANT FUNDED (Y/N) N
ORIGINAL FUNDING SOURCE 2731 GRANT NAME _____
% FUNDING _____
AGENCY _____
ASSET GROUP 1602 DOCUMENTATION ATTACHED (Y/N) _____
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 417-2011

DATE APPROVED 10/11/11

SIGNATURE: *Maul K...*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 9-8-11

FIXED ASSET TAG NUMBER: No Tag

RECEIVED

DESCRIPTION: Desk

SEP - 8 2011

REQUESTED MEANS OF DISPOSAL:

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET:

REASON FOR DISPOSITION: No longer needed

COUNTY / COURT IT DEPT. (circle one) DOES / DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible. Rm 123
1st Floor - Gov't Center

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: GIS-1176

SIGNATURE: Judy

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 1190-3835
ORIGINAL COST _____ GRANT FUNDED (Y/N) N
ORIGINAL FUNDING SOURCE _____ ? GRANT NAME _____
% FUNDING _____
AGENCY _____
DOCUMENTATION ATTACHED (Y/N) _____
ASSET GROUP _____ TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____
LOCATION WITHIN DEPARTMENT _____
INDIVIDUAL _____
____ TRADE _____ AUCTION _____ SEALED BIDS
____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 417-2011

DATE APPROVED 10/11/11
SIGNATURE: [Signature]

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 11th day of October 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenues and expenditures for the current year assessment:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1190	3821	General/ Non- Departmental	Bldg. Rent		9,504.00
1190	71500	General/ Non- Departmental	Bldg. Use/ Rent change		3,216.00

Done this 11th day of October, 2011.

ATTEST:

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

Daniel Atwill
 Daniel Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

RECEIVED

BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET AMENDMENT

SEP 09 2011

BOONE COUNTY AUDITOR

9/13/2011

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1190	3821	General / ^{Non-} Departmental	Bldg. Rent	\$	9,504
1190	71500	General / ^{Non-} Departmental	Bldg. use / Rent change	\$	3,216

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

To increase revenues & expenditures for current year Assessment.

Janice E. Kuster
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments:

Agenda

SM6
Auditor's Office

Kevin B. Miller
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

From: June Pitchford
To: Jason Gibson; Karen Miller; Monica Kuster
CC: Meta Kanago
Date: 9/6/2011 6:09 PM
Subject: Health Facility Condo Assessments

All,

I'm sending this in follow-up to discussion at this afternoon's meeting; it's a bit lengthy, sorry.

The County will receive one (1) condo assessment each for Unit 1 and Unit 2 (FHC) for FY 2011:
Unit 1 (50% ownership); \$18,648 (Budget: \$16,006, account # 1410-71500)
Unit 2 (100% ownership); \$22,704 (Budget: \$19,488, account # 1190-71500)

The invoiced assessments exceed the County's budget amounts. Action required:

Unit 1: We expect a favorable budget variance on the Health Dept contract for the year (1410-86680), so we should be able to cover the Class 7 shortage with Class 8 savings. However, the entire Class 8 budget is encumbered according to the contract with the city and won't be released until the 4th quarter true-up is completed in January or early February; we will pay the invoice and carry the appropriation exceeded until the contract is closed out and encumbrance released.

Unit 2: Since all condo assessments are billed to Family Health Center (FHC), Monica will prepare a budget amendment, increasing both revenue (1190-3821) and expenditure (1190-71500).

Monica: It appears that the revenue and expenditure amounts were equal in the initial FY 2011 budget estimates for Unit 2 (\$13,200 each), but that when the estimated condo assessment was increased by an additional \$6,288, the revenue amount was not increased as it should have been. Therefore, your budget amendment will need to increase revenue by \$9,504 (\$22,704 - \$13,200) and increase expenditures by \$3,216 (\$22,704 - \$19,488)

Karen: FHC has paid the condo assessment through September. I recommend that you send Gloria Crull a copy of the Unit 2 invoice for condo assessment and request that they revise their remaining payments to the County (Oct-Nov-Dec). By my calculations, their payments for Oct-Nov-Dec should be \$2,696 each (9 payments @ \$1,624 plus 3 payments @ \$2,696 = \$22,704).

Jason: Kirby expects the FY 2012 budget to be fairly consistent with the current year, so use CY amounts, rounded, as budget place-holders until the Condo Board approves the budget at it's October meeting.

Thanks,
June

Unit Owners Association Health Dep't.
 c/o Smith & Associates
 P.O. Box 10165
 Columbia, MO 65205

COPY

Date	Invoice #
8/17/2011	UnitB81711

Bill To
County of Boone Treasurer's office, Nicole Galloway 801 E. Walnut St., Rm 112 Columbia, MO 65201

Project
Unit B - Boone Cou...

Description	Amount
Semi Annual Association Dues: Unit B; Unit Owners Association of C/BC Health Department; January - June, 2011	9,324.00
Semi Annual Association Dues: Unit B; Unit Owners Association of C/BC Health Department; July - December, 2011	9,324.00
<p>RECEIVED: AUG 23 2011 TREASURER'S OFFICE</p> <p>1410 - 71500 2,632 - difference to budget</p>	

Your prompt payment is appreciated	Total	\$18,648.00
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Unit Owners Association Health Dep't.
 c/o Smith & Associates
 P.O. Box 10165
 Columbia, MO 65205

COPY
Invoice

Date	Invoice #
8/17/2011	UnitC 81711

Bill To
County of Boone Treasurer's office, Nicole Galloway 801 E. Walnut St., Rm 112 Columbia, MO 65201

Project
Unit C - Boone Cou...

Description	Amount
Semi Annual Association Assessment: Unit C; Unit Owners Association of C/BC Health Department; January - June, 2011	11,352.00
Semi Annual Association Assessment: Unit C; Unit Owners Association of C/BC Health Department; July - December, 2011	11,352.00
<p>- Reimbursed from Health Dept? - 1190-71500 3.216 - difference to budget</p>	

Your prompt payment is appreciated	Total \$22,704.00
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