

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

7th

day of September

20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 54-18AUG04 for Lease of Floor Mats Term and Supply to Cintas Corporation. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 7th day of September, 2004.

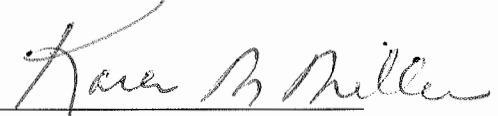


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

370-2004

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: August 25, 2004
RE: 54-18AUG04 Lease of Floor Mats Term & Supply

The Bid for Lease of Floor Mats for the Facilities Maintenance Department closed on August 18, 2004. Six (6) bids were received. Purchasing and Facilities Maintenance recommend award to Cintas for submitting the low bid.

This Term & Supply contract will be paid out of department 6101 Housekeeping, Account Number 60125 Custodial/Janitorial Services.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Ken Roberts, Facilities Maintenance
Gen Howard, Facilities Maintenance
David Mink, Public Works
Bid File

Bid Tabulation
54-18AUG04 - Lease of Floor Mats

		Clean Uniform	Cintas	Mid-West Linen	Ameripride	Aramark	Sunshine
4.7.	PRICING	Unit Prices per Week	Unit Prices per Week	Unit Prices per Week	Unit Prices per Week	Unit Prices per Week	Unit Prices per Week
4.7.1.	Lease Cost Per 3'x4' Mat Blue	\$ 1.95	\$ 0.95	\$ 1.95	\$ 1.80	\$ 1.75	\$ 3.00
4.7.2.	Lease Cost Per 3'x4' Mat Black	\$ 1.95	\$ 0.95	\$ 1.95	\$ 1.80	\$ 1.75	\$ 3.00
4.7.3.	Lease Cost per 3'x10' Mat Blue	\$ 4.85	\$ 2.86	\$ 4.80	\$ 4.00	\$ 3.90	\$ 5.00
4.7.4.	Lease Cost per 3'x10' Mat Black	\$ 4.85	\$ 2.86	\$ 4.80	\$ 4.00	\$ 3.90	\$ 5.00
4.7.5.	Lease Cost per 4'x6' Mat Blue	\$ 3.85	\$ 2.63	\$ 3.85	\$ 3.25	\$ 2.75	\$ 4.50
4.7.6.	Lease cost per 4'x6' Mat Black	\$ 3.85	\$ 2.63	\$ 3.85	\$ 3.25	\$ 2.75	\$ 4.50
4.7.7.	Lease cost per 3'x5' Scraper Mat	\$ 2.00	\$ 1.80	\$ 2.50	\$ 1.90	\$ 1.95	\$ 1.00
4.9.	% Increase &Total for Year 2	5.00	5.00	3.00	5.00	3.00	2.00
4.9.	% Increase &Total for Year 3	5.00	5.00	3.00	5.00	3.00	2.00
4.8.2.	Coop?	Yes	Yes	Yes	Yes	Yes	Yes
4.10.	Cash Discount.	None	None	None	None	None	None

NO BIDS
 Hillyard-Columbia

**PURCHASE AGREEMENT
FOR
LEASE OF FLOOR MATS – TERM & SUPPLY**

THIS AGREEMENT dated the 7 day of September 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Cintas Corporation, 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 **Lease of Floor Mats Term & Supply**, County of Boone Request for Bid for Lease of Floor Mats Term & Supply, bid number **54-18AUG04**, Introduction and General 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 August 14, 2004 and executed by Jeff Gardner 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 unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on October 18, 2004 through October 17, 2005 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 for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Lease of Floor Mats. 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 Facilities Maintenance 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.

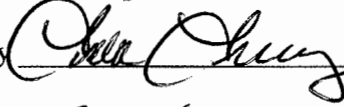
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

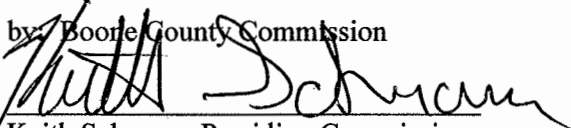
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

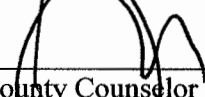
Cintas Corporation

by 
title SERVICE MANAGER
address 1611 Commerce Ct.
Columbo, MO 65202

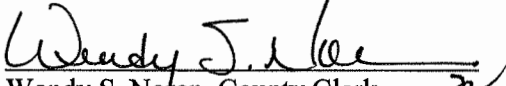
BOONE COUNTY, MISSOURI

by Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Nofen, 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.)

no encumbrance required 8/25/04
Signature _____ Date _____ Appropriation Account _____
6101-60125 Term & Supply
(No Encumbrance Required)

Boone County Purchasing

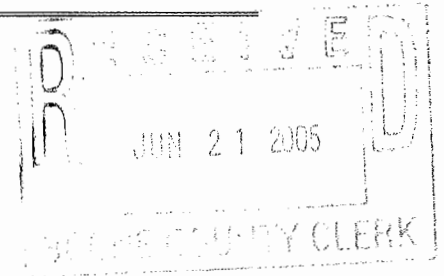
Kerry Patton
Office Specialist



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

June 21, 2005

Aaron Rice
Cintas Corporation
1611 Commerce Ct.
Columbia, MO 65202



RE: 54-18AUG04 Lease of Floor Mats Term & Supply

Dear Mr. Rice:

The County of Boone wishes to renew Bid # 54-18Aug04 Lease of Floor Mats Term & Supply. Confirming our letter dated June 20, 2005, you agree to renew the contract under the same terms and conditions as set in the original bid. The contract renewal period is **October 18, 2005 through October 17, 2006.**

Sincerely,

Kerry Patton
Office Specialist

cc: Jody Moore, Facilities Maintenance
Bid File

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

7th

day of September

20 04

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

Now on this day the County Commission of the County of Boone does hereby approve Amendment #2 for Bid 11-09MAR04 for Tires – Passenger and Light Duty Trucks Term and Supply. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

Done this 7th day of September, 2004.

Keith Schnarre
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

Heather Turner, CPPB
Buyer



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

371-2004

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: August 25, 2004
RE: Amendment Number Two – 11-09MAR04 – Tires - Passenger and Light
Duty Trucks - Term and Supply

The Purchasing department received a request from the Public Work's department to add a heavier tread all-terrain tire to contract 11-09MAR04 – Tires – Passenger and Light Duty Trucks Term and Supply. Attached is Amendment Number Two which adds Firestone tire LT 235/75R15 to the contract.

This is a county-wide term and supply contract.

cc: David Mink, Public Works
Greg Edington, Public Works
Stan Shawver, Planning & Building
Bid File

CONTRACT AMENDMENT NUMBER TWO

371-2004

PURCHASE AGREEMENT FOR TIRES PASSENGER AND LIGHT DUTY TRUCKS – TERM AND SUPPLY
BID # 11-09MAR04

The Agreement dated April 22, 2004 made by and between Boone County, Missouri and Firestone for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD Tire: Firestone Product #026563, LT 235/75R15, C Load Destination A/T @ \$64.24 per tire.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

FIRESTONE

BOONE COUNTY, MISSOURI

by [Signature]
title Manager

by Boone County Commission
[Signature]
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

[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.)

<u>no encumbrance required</u>	<u>8/25/04</u>	Countywide Term and Supply
Signature <u>[Signature]</u>	Date	Appropriation Account

8/20/04
886-4

thn : Heather

Gov bid price on Product # 026563

Tire LT 235/75R15 6 Load

Bid Contract + Price 64.24

Please add Above tire to
Purchase contract

Thanks Tim DeHart

(573) 4492421

fax (573) 874-3806

FIRESTONE STORE
703 BUSINESS LOOP 70 W
COLUMBIA, MO 65203
21K9-009490

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.


September Session of the July Adjourned Term. 20 04

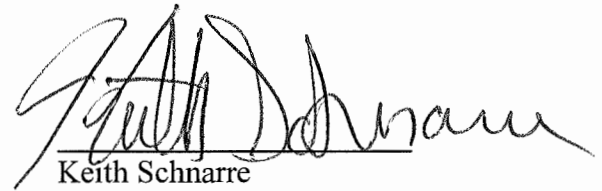
In the County Commission of said county, on the 7th day of September 20 04
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve City of St. Louis Cooperative contract 979 for Weather Forecasting Services with Weather or Not. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 7th day of September, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 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

372-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 25, 2004
RE: 979 – Weather Forecasting Services

Public Works and Purchasing request permission to utilize the City of St. Louis cooperative contract for Weather Forecasting Services. The initial term is November 1, 2004 through October 31, 2005 and is \$5,092.32 for the year.

The contract will be paid out of department 2040 - PW Maintenance Operations, account number 71100 – Outside Services.

ATT: Public Works Memo

cc: David Mink, Public Works
Bid File

Boone County Public Works

David W. Mink, P.E.
Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Date: August 16, 2004
To: Melinda Bobbitt
From: David Mink *DWM*
Subject: Weather Forecast and Notification Services

Public Works has used the services of *Weather or Not* out of the Kansas City area to provide tailored forecasts and 24 hour notification of storms. The City of Columbia and Cole County also use the services of this same company. We began this service three years ago based on written quotes since the price then was below \$4,500 per year. We are no longer able to renew this service under the terms of this contract. Since today's prices will exceed \$4,500 per year, we will need to use formal procurement procedures this time.

The City of St. Louis conducted a formal Request for Proposal and selected *Weather or Not* who began service on November 1, 2002 with four renewals for up to five years total. The City of St. Louis viewed this as a professional service and I agree that it is. The St. Louis agreement includes an option for Cooperative Procurement for Missouri political subdivisions. The price to Boone County for this service beginning November 1, 2004 would be \$424.36 per month which is \$5,236.32 annually. The renewal price for 2005 would be \$437.09 per month and for 2006 would be \$450.20 per month.

The Public Works Department recommends that the County Commission exercise the Cooperative Procurement option available to Boone County through the City of St. Louis contract and award a contract to *Weather or Not* effective November 1, 2004.

Cc: Chip Estabrooks
Jane Morris
Ken Roberts

8/25/04

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

ORI

DATE

9588

Weather Or Not

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

To: County Clerk's Office

BID DOCUMENTATION

Comm Order # 372-2004

This field **MUST** be completed to demonstrate compliance with statute
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual

Return to Auditor's Office

- 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

RECEIVED
AUG 27 2004

P.S.A.

#979
(Enter Applicable Bid / Sole Source / Emergency Number)

BOONE COUNTY AUDITOR

Bill To Department #

Ship To Department #

Department				Account				Item Description	Qty	Unit Price	Amount
2	0	4	0	7	1	1	0 0	Weather Forecasting Services for the period 11/1/04 through 10/31/05			\$5092.32

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

372-2004

**PURCHASE AGREEMENT
FOR
WEATHER FORECASTING SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 7 day of Sept 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Weather Or Not**, 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 **Weather Forecasting Services Term and Supply**, City of St. Louis Request for Proposal and contract number P.S.A. No. **979**, as well as the Contractor's proposal response dated October 24, 2002 and executed by Sara Croke 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 City Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the City of St. Louis contract number **979** shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on November 1, 2004 and extend through October 31, 2005, 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Weather Forecasting Services as identified and responded to in the Contractor's Response Form. Service will be provided as required in the proposal 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 for \$424.36 per month for a total contract price of \$5,092.32 for the initial term. Contract renewal pricing is as follows:

November 1, 2005 – October 31, 2006 - \$437.09 per month/\$5,245.08 per year

November 1, 2006 – October 31, 2007 - \$450.21 per month/\$5,402.52 per year

November 1, 2007 – October 31, 2008 - \$463.72 per month/\$5,564.64 per year

November 1, 2008 – October 31, 2009 - \$477.64 per month/\$5,731.68 per year

4. Delivery Time – Contractor agrees to provide the service as specified and as agreed to in the proposal specifications.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works 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.

WEATHER OR NOT

by *Jana Crote*
title President
address 6342 Long, Suite D
Shawnee, KS 66216

BOONE COUNTY, MISSOURI

by: ~~Boone County Commission~~
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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.)

Jane E. Pitchford
Signature *by ae*

Public Works Term/Supply 2040-71100

8/30/04

Date

Appropriation Account

CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE
PROFESSIONAL SERVICE AGREEMENT
FOR

WEATHER FORECASTING SERVICES

CITY OF ST. LOUIS

STREET DEPARTMENT

P.S.A. NO. 979

MAXIMUM AGREEMENT AMOUNT: \$4,800 FOR 12 MONTHS

CONSULTANT: WEATHER OR NOT
6342 LONG, SUITE D
SHAWNEE, KS 66216

FEDERAL I.D. #: 48-1129005

TO BE CHARGED TO: 1010-5140000-5637

ORDINANCE AUTHORIZATION: 65500

DEPARTMENT OF THE PRESIDENT
BOARD OF PUBLIC SERVICE
ROOM 305 CITY HALL
ST. LOUIS, MISSOURI

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THIS AGREEMENT, made at St. Louis, Missouri, this 18th day of November, 2002, by and between **WEATHER OR NOT**, Party of the First Part, hereinafter referred to as the "CONSULTANT", and the City of St. Louis acting by and through the Board of Public Service, Party of the Second Part, hereinafter referred to as the "CITY",

WITNESSETH:

THAT, WHEREAS, the Board of Public Service of the City of St. Louis, by virtue of the authority vested in said Board by the Charter and General Ordinances of the City has selected **WEATHER OR NOT**, to perform professional services for the **WEATHER FORECASTING SERVICES FOR THE CITY OF ST. LOUIS STREET DEPARTMENT, ST. LOUIS, MISSOURI** outlined in ARTICLE II - SCOPE OF WORK.

NOW, THEREFORE, in consideration of the payments and covenants hereinafter mentioned, to be made and performed by the CITY, the CONSULTANT hereby covenants and agrees that it will faithfully perform all professional services called for by this Agreement, in the manner and under the conditions hereinafter set forth.

ARTICLE I - DEFINITIONS

CITY. The word "CITY" used herein refers to the City of St. Louis.

CONSULTANT. Other party signatory to this Agreement.

M/W/DBE. Minority Business Enterprise, Women Business Enterprise, or Disadvantaged Business Enterprise.

PRESIDENT. The word "PRESIDENT" used herein refers to the Department of the President, Board of Public Service, or his authorized representative.

SUBCONSULTANT. A person or organization who has a direct contract with a prime Consultant for a portion of the work.

ARTICLE II - SCOPE OF WORK

- A. The work to be performed by the CONSULTANT under this Agreement shall consist of **PROVIDING TAILOR-MADE, LOCALIZED WEATHER FORECASTING SERVICES INCLUDING UPDATES. FORECASTS SHALL BE UP-TO-THE MINUTE AND SHALL INCLUDE SPECIFIC DETAILS REGARDING ALL DAMAGING STORMS.**
- B. The work shall include but not necessarily be limited to the following:

SEE "EXHIBIT A" FOR DETAILED SERVICES TO BE PROVIDED.

C. No work shall be performed under this contract until written authorization to proceed has been issued by the PRESIDENT.

ARTICLE III - RESPONSIBILITY OF CONSULTANT

A. The CONSULTANT shall comply with the most recent and applicable City Codes and Ordinances and State and Federal Laws.

B. The CONSULTANT agrees that there shall be no subcontracting or other transfer of services to be performed under this contract, except as provided herein under Article VIII. Assignment, transfer, or subletting of this work or any part thereof to any other corporation, partnership, or individual is expressly prohibited, except as noted above. Any violation of this clause shall be deemed cause for termination.

C. The CONSULTANT shall be responsible for the additional professional services or subconsultants hired outside his regularly employed staff.

D. Documents shall be prepared in accordance with the general instructions provided by the Department of the President, Board of Public Service.

E. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to terminate or void this Agreement without liability and, in its discretion, to deduct from the Agreement Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent consideration.

F. CONSULTANT hereby represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of CONSULTANT to or for the benefit of any employee or agent of CITY who may reasonably be expected to influence the decision to requisition, issue, or take any action with respect to this Agreement. CONSULTANT shall allow the CITY and the CITY'S accountants and/or auditors to examine, at CITY'S expense, such of CONSULTANT'S books and records as may be necessary, in the accountant's reasonable opinion, to verify CONSULTANT'S compliance with this paragraph.

G. The CONSULTANT agrees to and will require any subconsultants to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at this office at all reasonable times during the Agreement period and for five years from the date of final payment under the Agreement, for inspection by the CITY, State or any authorized representatives of the Federal government, and copies thereof shall be furnished, if requested.

H. CONSULTANT hereby represents and warrants that it has complied with and is not in violation of RSMo. §§ 105.450 to 105.464, as amended.

ARTICLE IV - RIGHT OF AUDIT

- A. The CITY and the CITY'S accountants and/or auditors shall be afforded access to all of the CONSULTANT'S books and records without any limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction within no more than fifteen (15) calendar days of written request to the extent necessary to adequately permit evaluation and verification of CONSULTANT'S full compliance with Agreement documents. In those instances where CONSULTANT'S records have been generated from computerized data or records, in addition to hard copy (reports), CONSULTANT shall provide such information on data disk or in a suitable alternative electronic format.
- B. CONSULTANT shall require all subconsultants and lower-tiered subconsultants to comply with the provisions of this article by inserting same audit rights into all subconsultant agreements. The intent of such requirement is to provide CITY with full and complete audit rights to the same extent as CITY has with CONSULTANT.
- C. It is specifically understood that CITY has the right to examine all of CONSULTANT'S underlying cost structure for the purpose of conducting audits. Such rights specifically include, but are not limited to, accounting records, job costing systems and methodologies, original detailed estimates, change order pricing, fully-loaded labor rates, percentage markups and burdens, insurance, and other allocations performed on a company-wide basis, overhead rate calculations, and the derivation of fixed billing rates for specific elements of cost.
- D. The CITY or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three years after final payment.
- E. The State or any authorized representative of the Federal government shall also have the right to audit.

ARTICLE V - TIME OF COMPLETION

- A. All work covered by this Agreement shall be completed by **WITHIN ONE YEAR FROM DATE OF NOTICE TO PROCEED.**
- B. **THE CITY RESERVES THE RIGHT TO EXTEND THIS CONTRACT FOR FOUR ADDITIONAL ONE-YEAR EXTENSIONS FOR A MAXIMUM CONTRACT TERM OF FIVE YEARS. IN THE EVENT OF SUCH EXTENSION OF TERM BY THE CITY, THE MONTHLY RATE SHALL BE SUBJECT TO ADJUSTMENT YEARLY TO RECOGNIZE ANY CHANGES IN COSTS AS MUTUALLY AGREED BUT UP TO A MAXIMUM 3% PER YEAR.**
- C. Any task for which written notice to proceed is issued prior to the completion date is part of this Agreement.

ARTICLE VI - INFORMATION BY THE CITY

The CITY will provide, upon request, available information of record as pertains to the

project to the CONSULTANT. The CITY, however, does not guarantee that the information provided is accurate. The CONSULTANT is responsible to verify accuracy. The PRESIDENT will provide representatives and arrange for all meetings with appropriate officials as determined by the PRESIDENT.

ARTICLE VII - CONSULTANT SERVICES

ARTICLE VII NOT USED.

ARTICLE VIII - AUXILIARY SERVICES

- A. If the CONSULTANT desires to engage established subconsultant/auxiliary specialists to provide any services required by this project, their selection shall have prior approval, in writing, by the PRESIDENT. The CONSULTANT shall assume full responsibility for all work performed by these firms or individuals.
- B. The CONSULTANT shall bind the subconsultant to all provisions of this Agreement.
- C. These auxiliary services shall be paid for as set forth in Article XII - Fees and Payments.

ARTICLE IX - EXTRA SERVICES

If the CONSULTANT is caused extra expense due to major changes ordered by the PRESIDENT, he shall be paid for such extra expenses and services by a supplemental agreement to the Agreement. Payment shall be in accordance with Article XII. The increase shall be negotiated and approved in writing. If any work is performed without the PRESIDENT'S direction, the CITY will not pay for any such work.

ARTICLE X - CONSULTATION SERVICES

ARTICLE X NOT USED.

ARTICLE XI - DRAWINGS, DOCUMENTS, AND OWNERSHIP

ARTICLE XI NOT USED.

ARTICLE XII - FEES AND PAYMENTS

- A. The fees to be paid to the CONSULTANT by the CITY as full remuneration for the performance of all services called for in this Agreement, except Article VIII, "Auxiliary Services" and Article IX, "Extra Services", shall be on the basis of **FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) PER MONTH FOR THE FIRST YEAR. THE CITY RESERVES THE RIGHT TO EXTEND THIS CONTRACT FOR FOUR ADDITIONAL ONE-YEAR EXTENSIONS FOR A MAXIMUM CONTRACT TERM OF FIVE YEARS. IN THE EVENT OF SUCH EXTENSION OF TERM BY THE CITY, THE MONTHLY RATE SHALL BE SUBJECT TO ADJUSTMENT YEARLY TO RECOGNIZE ANY CHANGES**

IN COSTS AS MUTUALLY AGREED BUT UP TO A MAXIMUM 3% PER YEAR.

B. Payments to the CONSULTANT shall be made upon presentation of invoices. Invoices may not be submitted oftener than once per month.

C. Auxiliary Services - If the CONSULTANT engages established subconsultant/auxiliary specialists with the approval of the PRESIDENT, the payment for such services shall be reimbursed at cost by the CITY in accordance with the submitted invoices for such services. The reimbursable cost shall be included in the Agreement amount.

D. Extra Services - Payment for extra services as specified in Article IX of this Agreement shall be made in accordance with the provisions of a supplemental agreement to the Agreement. The cost of extra services shall not be included in the Agreement amount.

ARTICLE XIII - CANCELLATION OF AGREEMENT

A. This Agreement may be terminated by the CITY with or without cause and without penalty or recourse upon thirty (30) days written notice.

B. Should the Agreement be so terminated, all materials in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services performed by the CONSULTANT, based upon the actual amount of completion. The payment shall make no allowance for damages.

C. The CONSULTANT shall be liable to the CITY for damages occasioned by its failure or default in carrying out the provisions of this Agreement.

ARTICLE XIV - ABANDONMENT OR SUSPENSION BY CITY

In the event of abandonment or suspension of the project, or any part thereof, by the CITY, all materials in conjunction with the project shall become the property of the CITY, and the CONSULTANT shall be paid for the actual manhours expended, all direct costs incurred up to the time of abandonment or suspension, with no allowance for damages, or anticipated profits.

ARTICLE XV - ABANDONMENT OR SUSPENSION BY CONSULTANT

In the event of abandonment or suspension of the project, or any part thereof, by the CONSULTANT, all materials in conjunction with the project shall become the property of the CITY, and the CONSULTANT shall be paid for the actual manhours expended, all direct costs incurred up to the time of abandonment or suspension, with no allowance for damages, or anticipated profits.

ARTICLE XVI - DECISIONS UNDER THIS AGREEMENT

The PRESIDENT will determine the acceptability of the materials to be furnished, and will decide all questions that may arise relative to the proper performance of this Agreement, and his

decision shall be final and conclusive.

ARTICLE XVII - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT agree that this Agreement and all Agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns. CONSULTANT cannot assign this Agreement without prior consent of the CITY.

ARTICLE XVIII - INSURANCE

A. The CONSULTANT shall maintain such insurance in full force and effect to protect the CONSULTANT, his employees, agents, and representatives from claims under Workmen's Compensation Acts, claims for damages of personal injury and death, and for damages to property arising in any manner from the negligent or wrongful acts or failures to act by the CONSULTANT, its employees, agents, and representatives in the performance of the Professional Service covered by this Agreement.

B. The CONSULTANT shall furnish the copies of certificates of such insurance to the PRESIDENT. The insurance afforded by the CONSULTANT shall be primary insurance.

C. Cost of all such insurance shall be borne by the CONSULTANT and recovered through the overhead and not directly charged as a re-imbursable.

D. CONSULTANT'S liability is not limited by the stated coverage.

ARTICLE XIX - PREVAILING WAGE LAW

The CONSULTANT shall comply in every respect with the prevailing wage law of Missouri and especially Sections 290.210 through 290.340, as amended. Such prevailing wage law is hereby adopted and included within this Agreement in all material respects, and the CONSULTANT shall take all acts or perform such other matters as may be required to fully comply with such law.

ARTICLE XX - CITY MINIMUM WAGE LAW

The CONSULTANT shall comply in every respect with the City Minimum Wage law of the City of St. Louis, Missouri. Such City minimum wage law is hereby adopted and included within this Agreement in all material respects, and the CONSULTANT shall take all acts or perform such other matters as may be required to fully comply with such law.

ARTICLE XXI - EQUAL OPPORTUNITY CLAUSE AFFIRMATIVE ACTION PROGRAM

A. During the performance of this Agreement, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants who are considered for employment and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for trainees, interns. The CONSULTANT agrees to post notices in conspicuous places, available to employees and applicants for employment.

2. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The CONSULTANT will comply with all provisions of City Codes and Ordinances and State and Federal laws governing the regulations of Equal Employment Opportunity.

B. CONSULTANT shall require all of the above by all subconsultants.

ARTICLE XXII – M/WBE PARTICIPATION

In accordance with the Mayor's Executive Order #28 the M/WBE participation goals are 25% and 5%. The M/WBE participation goals proposed by CONSULTANT for this project are **0% and 0%**.

ARTICLE XXIII – INDEMNIFICATION

A. The CONSULTANT shall indemnify, hold harmless and defend the CITY from and against any and all claims, demands, payments, suits, actions, recoveries and judgements brought or recovered against the CITY or its agents for or on account of any personal injuries or damages to property received or sustained to the extent caused by any negligent act or omission of the CONSULTANT, its agents or subconsultants in performing services under this Agreement.

B. The CONSULTANT shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any design, drawings, or specifications furnished by him, and shall indemnify the CITY, State, or other agency of government from loss or damage on account thereof.

C. This provision shall survive for three years beyond the termination of this Agreement.

ARTICLE XXIV – NO PRESUMPTION AGAINST THE DRAFTER

No assumption or inference against either party shall be made because of the preparation of this Agreement.

IN WITNESS WHEREOF, the said **WEATHER OR NOT**, hereinbefore referred to as CONSULTANT, have hereunto set their hand and seal, and the City of St. Louis, hereinbefore referred to as CITY, acting by and through the President of the Board of Public Service, has subscribed these presents the day and year above written.

CONSULTANT:

By *Zura Croke* 10-24-02
Title President
Company Weather or Not, Inc.

THE CITY OF SAINT LOUIS BY AND THROUGH THE BOARD OF PUBLIC SERVICE

The foregoing Agreement was **APPROVED** by the Board of Public Service on the 24th day of October, 2002

Paul A. O'W
Secretary, Board of Public Service

Paul A. O'W
President, Board of Public Service

COUNTERSIGNED:

Darlene Green
Comptroller Date

APPROVED AS TO FORM ONLY:

Patricia Allegretti 11-14-02
City Counselor Date

ATTEST:

James J. May 11-18-02
Register Date

COMPTROLLER'S OFFICE
DOCUMENT # 43895

Our Goal is to provide up-to-the-minute weather forecasts for the City of St. Louis, Missouri Street Department so that Todd Waelterman and his crews can plan ahead for inclement weather.

Fact Sheet

Services Provided

- **Tailor-Made Forecasts:** up-to-the-minute and localized - **including updates**
- **Severe Weather Monitoring:** including tornadoes, floods and blizzards
- **Meteorological Research:** specific details regarding a damaging storm
- **Alert Weather Radios:** county specific Midland NOAA weather radios
- **Real-Time Internet Access:** weather web-site design

Weather or Not's Competitive Edge

- Our paging system guarantees you immediate contact with your meteorologist in the event you get a busy signal or voice mail on your direct Toll-free line.
- All updates are free. There is no per-call charge. Your Meteorologist will call you whenever sudden changes make your projects vulnerable, and you are free to call with questions whenever you like. Services are available 24/7 for any questions from our clients. There is no limit to the number of calls our clients can make to our toll-free 800 number.

Best Example

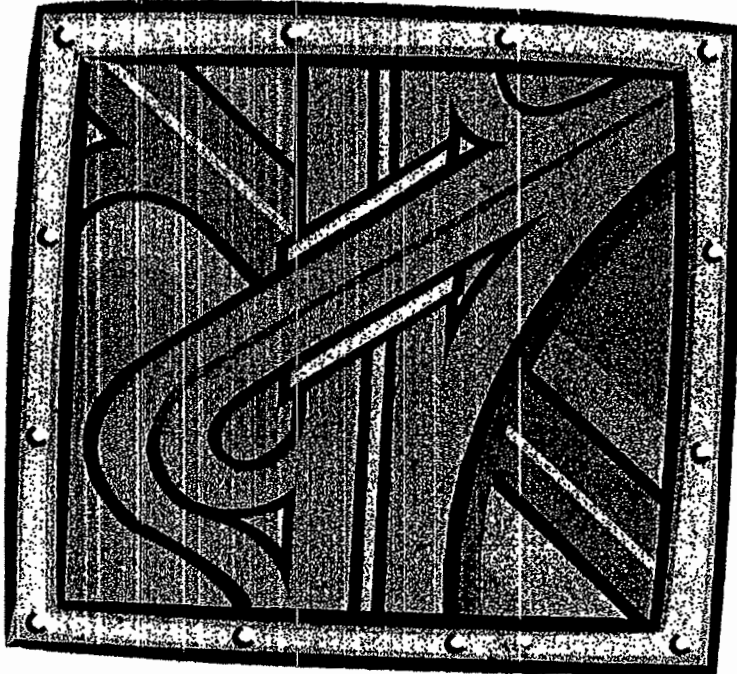
One December evening Winter Storm Warnings were posted for Central MO predicting 5-10" of snow by dawn. When Weather or Not's city and county clients heard our forecast of 1" or less, they only sent out a skeleton crew. On the 10:00 news that evening, other highway departments said that they had all their crews out! Weather or Not's clients saved thousands of dollars on that one storm alone!

George Toma's Endorsement

This prestigious endorsement by NFL Hall of Fame Groundskeeper, George Toma, has been the result of precise weather forecasting. Not only have we pinpointed Royals' rainouts within *five minutes*, it was *our forecast* George used to get the umpires to interrupt a major league ball game against the California Angels with only overcast skies above a full house. *As we predicted*, the heavy thunderstorms ended 75 minutes later; the tarp was removed, and the game was completed without further interruption under dry skies.

Weather or Not, Inc.

Contracted by more municipalities in Kansas and Missouri than any other weather consulting service.



Ballwin City
 Boone County
 Bridgeton
 Chesterfield
 Clayton
 Cole County
 Columbia
 Creve Coeur
 Frontenac
 Greene County
 Independence
 Jefferson City
 Kansas City MO – WSD

Kirkwood
 Leavenworth
 Leawood
 Lee's Summit
 Lenexa
 Maryland Heights
 Overland Park
 Prairie Village
 Shawnee
 Springfield
 Unified Government
 University City

Technical Capability Requirements

Weather or Not's meteorologists utilize the following to deliver accurate, reliable weather information so you can manage your crews with confidence:

All appropriate alphanumeric products and related information such as surface and upper air data, computer modeling, vertical analysis and storm watches and warnings

All Nexrad Doppler Radar sites in the United States real-time including base reflectivity, wind analysis, vertical analysis and precipitation estimates at 1hr, 3hr and storm total increments

Satellite imagery including visible, infrared, water vapor and multi-spectral

Meteorologists employed by Weather or Not generate and deliver their own original forecasts and are delivered by our company for the specific needs of the City of St. Louis, Missouri with detailed attention given to the geography of the city should a storm only affect certain parts of the city.

Road temperature information throughout Missouri including several sensors within the St. Louis Metroplitan area to determine pavement temperatures and forecast trends that will affect street and bridge conditions.

Weather forecasts and updates may also be transmitted to alphanumeric pagers and/or text messaging to digital phones 24 hours per day, 7 days per week with Weather or Not's original weather forecast information

Weather or Not's Service is Unparalleled

<i>Service</i>	<i>General Forecasts*</i>	<i>Weather or Not, Inc.</i>
Updates	Radio: taped hours ago NWS is on schedule 6:00 & 10:00PM Newscasts	We page you whenever new info becomes available.
Area	All counties throughout the eastern half of Missouri	City of St. Louis, MO
Forecast	Numerical probabilities "A percentage of something will hit the area sometime."	Full explanation of weather system including direction, speed, intensity and history of storm.
Availability	Busy signals No answer Little time for you	Pager guarantees immediate response.
Updates	It's your responsibility to find your forecast and know when to look for it.	We page you whenever weather changes will affect your projects.
Forecast	Hard to plan for holiday schedules	We discuss weather specifics before crews leave town and give longer (6-12 hour) lead-times should unexpected storms approach .
Who	Who do you call?	Weather or Not's meteorologists are always ready to answer you directly.
Responsible	Public-at-large	Todd Waelterman

*General forecasts refer to those forecasts made by the National Weather Service, television and radio stations.

3140224020 1-040 P.016/046 1-720

Premiere Consulting Service

Weather or Not will provide:

- Your forecast is faxed and/or e-mailed by 7:00AM and 3:30pm Monday - Friday so that you may have weather information waiting for you upon your arrival to the office. Forecasts include Present air and pavement temperature, projected air highs/lows and projected pavement temperatures, Precipitation outlook including type of precipitation, start/end times and accumulations, wind and 3 day extended planning outlook and the possibility of updates.
- Monitoring of weather conditions 24/7 including **start-time and duration of rain, sleet, freezing rain or snow, intensity of precipitation, snow and/or ice accumulation potential, damaging winds and dangerous temperatures and pavement temperatures that threaten your streets as well as the production of your workers! A minimum of 2 hours notice of all impending storms should be expected with more frequent updates as the storm approaches. Weather or Not will contact the personnel the City designates.**
- Phone calls made to you *before* the weather changes so you can plan accordingly.
- Late afternoon forecast update so you know if roads will deteriorate immediately after rush hour or stay clear until after midnight.
- "Tuck you in" forecast between 9:00 and 10:00PM for impending storms so you can make your overnight snow plan with your meteorologist before you go to sleep. Fax update to the office you designate.
- ***Wake-up calls*** in the middle of the night if the weather is expected to deteriorate road conditions.
- A pager number for ***immediate access*** to Weather or Not's meteorologists. Busy signals or voice mail will not be a problem as this ensures you that your forecaster is only a beep away (through the pager) to answer your concerns. Feel free to use it anytime.
- 24-hour access to Weather or Not's meteorologists so your questions get answered no matter what time the weather threatens your projects. 800# for Toll Free service.

What Ever It Takes To Get The Job Done!

SAMPLE Monthly Climate Data

STATION: ST. LOUIS
 MONTH: JANUARY
 YEAR: 2002
 LATITUDE: 38 45 N
 LONGITUDE: 90 23 W

TEMPERATURE IN F:					:PCPN:			SNOW:		WIND		:SUNSHINE:		SKY		:PK WND		
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18
										AVG MX 2MIN								
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR
1	29	12	21	-9	44	0	0.00	0.0	0	4.7	12	300	562	98	1		13	320
2	27	14	21	-9	44	0	0.00	0.0	0	7.3	13	300	153	27	5		16	310
3	31	13	22	-8	43	0	0.00	0.0	0	6.5	12	310	573	100	1		16	230
4	46	21	34	4	31	0	0.00	0.0	0	10.5	17	230	475	83	4		22	220
5	44	33	39	10	26	0	0.09	0.9	T	M	14	250	56	10	9	1	17	230
6	34	25	30	1	35	0	0.04	1.0	1	11.3	22	330	8	1	10	1	26	330
7	32	19	26	-3	39	0	T	T	1	9.3	18	300	576	100	4		22	330
8	54	27	41	12	24	0	0.00	0.0	T	8.1	15	230	521	90	6		18	230
9	64	36	50	21	15	0	0.00	0.0	0	5.6	15	260	392	68	6		18	260
10	48	34	41	12	24	0	0.00	0.0	0	6.4	16	320	126	22	9		18	320
11	49	28	39	10	26	0	0.00	0.0	0	6.4	15	270	579	100	0		18	240
12	45	31	38	9	27	0	0.00	0.0	0	12.6	28	310	469	81	3		33	310
13	51	28	40	11	25	0	0.00	0.0	0	11.4	23	170	434	74	7		29	180
14	47	39	43	14	22	0	0.00	0.0	0	15.5	26	280	82	14	8		35	270
15	42	30	36	7	29	0	0.00	0.0	0	9.5	21	300	554	95	4		24	300
16	52	29	41	12	24	0	0.00	0.0	0	10.9	21	330	138	24	8		26	320
17	37	25	31	2	34	0	0.00	0.0	0	6.5	15	330	13	2	6		20	320
18	40	25	33	4	32	0	0.11	3.1	4	6.3	13	120	519	88	5	1	14	120
19	34	27	31	2	34	0	0.06	1.2	4	5.8	10	250	54	9	9	1	13	240
20	36	23	30	1	35	0	0.00	0.0	3	9.9	21	170	316	53	5	1	26	170
21	52	34	43	13	22	0	0.00	0.0	1	10.0	17	220	595	100	1		21	230
22	56	37	47	17	18	0	0.00	0.0	0	12.5	25	170	238	0	5		31	170
23	69	42	56	26	9	0	0.24	0.0	0	8.1	18	350	75	13	9	1	21	350
24	42	29	36	6	29	0	0.00	0.0	0	9.7	17	320	93	16	7	18	22	310
25	53	27	40	10	25	0	0.00	0.0	0	6.7	15	230	602	100	0		21	240
26	64	34	49	19	16	0	0.00	0.0	0	9.7	20	230	590	98	2		24	240
27	68	36	52	22	13	0	0.00	0.0	0	9.2	16	210	574	95	5		21	190
28	75	39	57	26	8	0	0.00	0.0	0	6.6	14	220	541	89	6		17	200
29	48	40	44	13	21	0	0.28	0.0	0	5.5	17	310	0	0	10	18	20	300
30	40	36	38	7	27	0	1.37	0.0	0	8.2	15	70	0	0	10	1	18	80
31	43	36	40	9	25	0	0.97	0.0	0	11.4	28	270	0	0	10	1	36	270
=====																		
SM	1452	909			826	0	3.16		6.2	262.1			9908		176			
=====																		
AV	46.8	29.3								8.7	FASTST	PSBL	%	6		MAX(MPH)		
										MISC	---->	#	28	270		36	270	
=====																		

NOTES:
 # LAST OF SEVERAL OCCURRENCES
 COLUMN 17 PEAK WIND IN M.P.H.

Page 2 Sample Monthly Climate Data

[TEMPERATURE DATA]

AVERAGE MONTHLY: 38.1
DPTR FM NORMAL: 8.5
HIGHEST: 75 ON 28
LOWEST: 12 ON 1

[PRECIPITATION DATA]

TOTAL FOR MONTH: 3.16
DPTR FM NORMAL: 1.02
GRTST 24HR 1.75 ON 30-31
SNOW, ICE PELLETS, HAIL
TOTAL MONTH: 6.2 INCHES
GRTST 24HR 3.1 ON 18-18
GRTST DEPTH: 4 ON 18,19

SYMBOLS USED IN COLUMN 16

- 1 = FOG
2 = FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
3 = THUNDER
4 = ICE PELLETS
5 = HAIL
6 = GLAZE OR RIME
7 = BLOWING DUST OR SAND: VSBY 1/2 MILE OR LESS
8 = SMOKE OR HAZE
9 = BLOWING SNOW
X = TORNADO

[NO. OF DAYS WITH]

MAX 32 OR BELOW: 4
MAX 90 OR ABOVE: 0
MIN 32 OR BELOW: 18
MIN 0 OR BELOW: 0

[WEATHER - DAYS WITH]

0.01 INCH OR MORE: 8
0.10 INCH OR MORE: 5
0.50 INCH OR MORE: 2
1.00 INCH OR MORE: 1

[HDD (BASE 65)]

TOTAL THIS MO. 826
DPTR FM NORMAL -281
SEASONAL TOTAL 2246
DPTR FM NORMAL -680

CLEAR (SCALE 0-3) 7
PTCLDY (SCALE 4-7) 14
CLOUDY (SCALE 8-10) 10

[HDD (BASE 65)]

TOTAL THIS MO. 0
DPTR FM NORMAL 0
SEASONAL TOTAL 0
DPTR FM NORMAL 0

[PRESSURE DATA]
HIGHEST SLP M ON M
LOWEST SLP 29.73 ON 31

Forecast for St. Louis, MO on 01/18/02 01:35 PM

Current Conditions		Precipitation Outlook
Temperature	37	1 - 3" of snow are expected in the next 24 hours. Starting : 7 - 9 PM Ending : 6 - 8 AM tomorrow Precipitation will be steady. Next Update: 5pm <u>Pavement Temperatures</u> Current: 40 6pm: 34 8pm: 31 12am: 29 6am: 28 ***No official advisories from NWS at this time. Would not be surprised to see one issued later this afternoon*** Lots of radar echoes across central and southeast Kansas not reaching the ground yet. Expect the atmosphere to moisten up as we move past 6 and 7 PM. Since this system is moving rather quickly, snowfall amounts are expected to be in the 1-3" category. St. Charles County probably 1-2" with isolated 3" amounts south of I-270 for St. Louis metro. The snow should initially melt with air and pavement temperatures above freezing. As temperatures fall after 7 and 8 PM, should see any liquid on the roadways freeze up and start to cause some problems. Snow tapers off to flurries around or shortly after daybreak.
Sky Conditions	Mostly Sunny	
Wind	N 5	
Visibility	10 Miles	
Dew Point	19	
Relative Humidity	48%	<u>Forecast Discussion</u> After this storm moves through, warmer and dry conditions return for the first part of next week.
Pressure	30.27" Falling	

DAY	HIGH	LOW	DISCUSSION	COMMENTS
Fri	*****	26	Tonight: Snow moving in after 7pm, accumulating by 9pm tapering to flurries before daybreak. East wind 5-10 mph. 1-3" expected	Wind Chill : 15-20 all night
Sat	34	22	Early morning flurries, then becoming partly cloudy, west wind around 10 mph.	Wind Chill : 25-30 all day
Sun	41	28	Partly to mostly cloudy.	
Mon	45	30	Partly cloudy.	
Tue	49	34	Partly cloudy.	

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Orientation Meetings

Sara Croke, president of Weather or Not, conducts winter and summer orientation meetings for such groups of the Missouri Chapter of the American Public Works Association and the Golf Course Superintendents Association of America. Sara will gladly provide a winter orientation meeting for snow personnel in order to familiarize them with the procedures and services Weather or Not offers during snow and ice threats. A similar summer orientation will be conducted for construction and safety personnel to addressing rain, lightning, severe thunderstorm, tornado and flooding issues.

More importantly, City of St. Louis personnel may ask any questions they have regarding how weather affects their public works department. Feel free to invite staff from other departments within the city. Weather or Not appreciates any opportunity to reach those with outdoor weather concerns.

Insurance

Weather or Not has policies for both General Liability and Workman's Compensation Insurance. Certification of such insurance shall be provided upon request.

Optional Tour

Weather or Not invites the City of St. Louis Street Department to tour their facilities in Shawnee, Kansas (Kansas City Metropolitan Area). At that time, we will introduce you to the meteorologists who will be assigned to take care of the weather needs of your street crews. Of course, all technical procedures involved in developing accurate, site-specific forecasts for St. Louis will be demonstrated.

Missouri Municipal Cooperative Procurement

Weather or Not agrees to allow other political subdivisions throughout the State of Missouri to purchase off this contract should the City of St. Louis want to make that option available. Weather or Not understands and agrees that participation by other governmental entities is discretionary on the part of the governmental entity and that the City of St. Louis, MO bears no financial responsibility for any payments due the contract by such government entities.

On-Site Weather®

The Forecaster That Finds YOU

Weather or Not's Paging Service provides:

- Direct connection from Weather or Not's meteorologists to you and your supervisors via alpha-numeric pagers or digital phones.
- ***Updates*** to you and your supervisors on-site whenever weather changes could deteriorate road conditions.
- By having several workers receiving On-Site Weather, you eliminate all the communication confusion caused by trying to reach everybody in their truck or at home during emergencies. On-Site Weather updates ***everyone*** for you!
- Weather information delivered to your pager seven days a week lets you know when there's a potential for any serious weather problems such as trees down from wind damage or storms developing rapidly that could slicken streets.

***As a premiere consulting client,
The City of St. Louis, Missouri Street Department may receive
Weather or Not's On-Site Weather® for a nominal fee.***

Terms of Agreement

Take the surprise out of Mother Nature's mischief with Weather or Not's 16 years of commercial weather forecasting experience.

Premiere Consulting

Up-to-the-minute weather details specifically tailored to the needs of the City of St. Louis, MO Street Department will be delivered 7 days a week for the winter snow season of November 1, 2002 – April 30, 2003 at a rate of \$400.00/month. The City may choose to pay monthly Net 10 or annually Net 30. This agreement may be renewed for up to 5 years with a flat rate increase of 3% per year.

References

Please call these people and let them tell you in their own words how Weather or Not, Inc. has *saved them money!* Years of service includes upcoming season's contract.

Gary Scheipeter
Public Works Superintendent
City of Clayton
10 N. Bemiston Ave.
Clayton, MO 63105
(314) 290-8550
Years of Service: 5

Bryan Pearl
Director of Public Works
City of Maryland Heights
212 Millwell Dr.
Maryland Heights, MO 63043
(314) 298-0554 ext 250
Years of Service: 3

Bob Lloyd
Streets Superintendent
City of Bridgeton
11955 Natural Bridge Rd.
Bridgeton, MO 63044
(314) 291-4314
Years of Service: 5

Ken Yost
Director of Public Works
City of Kirkwood
139 S. Kirkwood Rd.
Kirkwood, MO 63112
(314) 822-5819
Years of Service: 3

Tom Mundy
Street Superintendent
City of Frontenac
10555 Clayton Rd.
Frontenac, MO 63131
(314) 994-9861
Years of Service: 3

Mike O'Connor
Director of Public Works
City of Chesterfield
16052 Swingley Ridge Rd.
Chesterfield, MO 63017
(636) 532-2698
Years of Service: 5

Rich Pieper
Highway Superintendent
St. Charles County
201 N. 2nd St.
Suite 429
St. Charles MO 63301
(636) 949-7305
Years of Service: 2

Arthur Texier
Project Manager
City of University City
105 Pennsylvania, Ave.
University City, MO 63130
(314) 862-6767
Years of Service: 4

Vijay Bhasin
Director of Public Works
City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, MO 63141
(314) 872-2533
Years of Service: 5

Gary Kramer
City Engineer
City of Ballwin
14811 Manchester Rd.
Ballwin, MO 63011
(636) 227-8580
Years of Service: 3

*Weather or Not, Inc. is a
100% woman-owned
business. We are in
full compliance with all
applicable state and
Federal laws regarding
Affirmative Action, Equal
Employment Opportunity,
and the Americans with
Disabilities Act.*

*May We Have
Your Business?*

Wireless Remote Services

On-Site Weather®

Example: St. Louis Snow Threat February 9, 2001

6:04AM Periods of showers/storms this am, temp now 62, 10am: 45, 2-3pm: approach 32 w/ rain to frz rain/sleet, then snow mixes in 3-4pm, s 10-20 become n 15-25, snow accum around 1" sat: m. Sunny 20/28. Sun: p.cldy 16/38.

1:26PM Temp now 35, falls to 32 3-3:30pm w/ lite rain changing to lite frz rain/sleet, then lite snow, slickness a concern this afternoon into overnite. Lite snow ends 6-8pm w/ snow accum around 1" but n wind 15-25 blows snow thru midnite.

3:03PM Rain changing to frz rain/sleet over next 30min, then lite snow by 4pm. Lite snow ends 7-8pm around 1" accum, n winds decr to 10mph after midnite w/ clearing skies, low: 20. Sat: m. Sunny, hi: 28. Sun: p Cldy, 16/36.

5:32PM Temp now 28 w/ lite snow, ends 7-7:30pm blowing snow continues thru midnite before n wind calms down to around 10mph thereafter.

"Stay ahead of the storm wherever you are."

Manage Your Crews with Confidence

REQUEST FOR PROPOSALS**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE**

The City of St. Louis invites interested firms to submit Proposals to provide **WEATHER FORECASTING SERVICES FOR THE CITY OF ST. LOUIS, STREET DEPARTMENT.**

The Request for Proposals package may be obtained from BPS website www.stlbs.org under Contracts & Bids, Professional Services; by picking the RFP up at Board of Public Service, 1200 Market Street, Room 327 City Hall, St. Louis, MO 63103; or by calling Bette Behan at 314-589-6214 during the hours of 8am-5pm commencing September 16, 2002.

Proposals will be received no later than 5:00 p.m. St. Louis, Missouri time, September 30, 2002, at BPS at the same address as listed above.

The City of St. Louis has established M/WBE participation goals of 25% and 5% respectively for this project.

REQUEST FOR PROPOSALS**CITY OF ST. LOUIS
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The City of St. Louis has established M/WBE participation goals of 25% and 5% respectively for this project.

The Board of Public Service reserves the right to accept or reject any or all proposals, or to cancel this request in part or in its entirety.

*ad placed in St Louis
Post Dispatch & St Louis
American*

REQUEST FOR PROPOSALS

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE**

**WEATHER FORECASTING SERVICES
FOR CITY OF ST. LOUIS, MISSOURI
STREET DEPARTMENT**

PURPOSE

The City of St. Louis is seeking Proposals from firms interested in providing Weather Forecasting Services for the 2002-2003 year for the Street Department, St. Louis, Missouri.

SCOPE OF SERVICES

General:

It is the desire of the City of St. Louis to obtain tailor-made, localized weather forecasting services including updates. Forecasts shall be up-to-the-minute and shall include specific details regarding all damaging storms.

TERM:

The term for weather forecasting services shall be a minimum of one (1) year commencing November 1, 2002, with a yearly renewable option for a maximum contract term of five (5) years.

TECHNICAL QUESTIONS:

Any technical questions to this Request for Proposals shall be submitted in writing before September 25, 2002, and may be faxed to Todd Waelterman, Street Commissioner, 314-768-2888.

SUBMISSION INSTRUCTIONS FOR PROPOSAL:

Interested firms shall submit six (6) copies of their Proposal.

The Proposal shall identify the submittal is for WEATHER FORECASTING SERVICES FOR THE CITY OF ST. LOUIS, MISSOURI 2002-2003 and shall be submitted in a sealed envelope/package identified in the same manner.

Proposal will be received no later than 5:00 p.m. St. Louis, Missouri time, September 30, 2002, at:

Department of the President
Board of Public Service
Attention: Bette Behan
1200 Market Street
Room 327 City Hall
St. Louis, MO 63103.

Responses received after this time will not be accepted.

EVALUATION CRITERIA FOR PROPOSALS:

Proposals shall include and describe the firm's capability to provide the following services. Proposals will be evaluated on this information. Proposals shall be presented in the same sequential format as follows:

1. 24-Hour Access:

Services shall be available 24/7 for any questions from the City.

The successful weather service shall have a paging system that virtually guarantees immediate contact with a meteorologist in the event that the primary phone lines are busy.

2. Unlimited Calls/Contacts:

The successful weather service will provide free updates for any and all storms. In addition, the City of St. Louis shall be allowed unlimited toll-free calls to the weather service with questions and/or

requests for updates. (800 number required for weather services outside of the St. Louis areas.)

3. Technical Capability Requirements:

- a. The successful weather service shall have the capability of drawing information from all weather-related, alphanumeric products.
- b. The successful weather service shall have the capability of drawing information from all Nexrad Doppler Radar sites in the United States.
- c. The successful weather service shall have the capability of drawing information from satellite imagery including visible, infrared, and water vapor.
- d. The successful weather service shall deliver original forecasts derived by their firm for the specific needs of the City of St. Louis, Missouri. Meteorologists employed by the successful weather service must generate weather forecasts.
- e. The successful weather service shall have the capability of transmitting weather forecasts and updates to alphanumeric pagers and/or text messaging to digital phones 24 hours per day, 7 days per week with their original weather forecast information.

4. References:

NO LESS THAN five (5) references shall accompany the vendor's proposal. References **MUST** be municipalities, counties, highway departments, or other public entities which perform snow and ice removal operations and which are being served in a consulting capacity by the weather service in the St. Louis Metropolitan area.

Reference **MUST** include the length of time the vendor has provided weather services for the agencies.

The names, addresses, phone numbers, and contact persons of such references shall be included.

5. Location:

Vendors are hereby notified that preference may be given to the vendor who can provide the most and strongest references within the St. Louis area.

Preference may be given to weather services that are located in, and operate from the Midwest United States.

6. Daily Forecasts:

- a. The successful weather service shall provide daily forecasts by fax NO LATER THAN 7:30 A.M. AND 3:00 P.M. Monday through Friday (excluding holidays).
- b. The daily forecast shall include current and projected weather conditions including start-time and duration of rain/snow, intensity of rain or snow, ice and the potential for ice, damaging winds, dangerous temperatures, 24 hour pavement temperature forecast during winter weather.

7. Updates:

The City of St. Louis will provide the successful vendor with a list of designated personnel in order of contact. The purpose of this list will be to ensure that at least one individual from the City will be notified of impending storms. If the first individual on the list cannot be reached, the service will immediately proceed to the second name on the list. If the second individual cannot be reached, then the third will be contacted, etc. A minimum of two (2) hour notice of all impending storms, especially winter storms, will be required. Personal notification is required on a 24/7 basis. Updated forecasts will be required between 9-10 PM for impending storms.

8. Orientation Meetings:

- a. The service shall provide a winter orientation meeting for snow personnel in order to familiarize them with the procedures and services to be provided.
- b. The service shall provide a summer orientation meeting for construction personnel in order to familiarize them with the

procedures and services during thunderstorms and severe weather.

9. Monthly Summaries:

Daily climate summaries by month must be supplied to the department including total monthly precipitation, average monthly precipitation, types of precipitation as well as high and low temperatures and other relevant information.

10. Forecast Forms:

A copy of the Daily Form shall accompany the vendor's proposal.

Forecast form shall include Present Temperature; projected Highs and Lows; Heat Indices; a Precipitation Outlook (which shall include start and ending times, precipitation type, and precipitation totals); Wind information (including lowest wind-chill factors); an Extended Planning section which projects a minimum of three (3) days in advance; and a section for advising the City of St. Louis of the possibility of updates.

All forecasts shall contain a discussion of how the weather will affect the streets, not just data, numbers, and probabilities thereof. When storms are imminent, the service shall discuss how the weather will affect different geographical areas of the City of St. Louis.

11. ADDITIONAL REQUIREMENTS:

The successful vendor will be required to provide General Liability and Workers' Compensation insurance. Cost of insurance to be included in the proposed monthly rate.

12. MONTHLY RATE FOR SERVICE:

Proposal shall include monthly rate for providing all of the above services.

13. OTHER SERVICES:

Proposal may include other services that proposer can provide in addition to the above required services that may be beneficial to the weather forecasting services to be provided to the City. Indicate cost addition or deletion to the monthly rate, or if service is included in basic service rate.

1 040 F.000/040 P-170

OPTION TO TOUR PROPOSERS FACILITIES:

The City of St. Louis reserves the option of scheduling a tour of the weather forecaster's facilities prior to award. Should this option be exercised, all proposers will make all necessary facilities and personnel available.

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The City of St. Louis is fully committed to involving M/WBE firms in meaningful roles on all consultant contracts. To that end, the City, acting through its DBE Program Office at the Airport, has established a goal of 25% MBE and 5% WBE participation for this service contract. The goal is a percent of the original contract amount for the utilization of firms owned and controlled by minorities and women.

A copy of the City's Directory of Certified M/WBEs is available on the internet at www.mwdbe.org or by contacting the Airport DBE Office at 314-551-5000.

AWARD

The Selection Committee will evaluate all proposals, and a contract shall be awarded to the vendor who is deemed most responsive to all of the above requirements.

The City reserves the right to accept or reject any or all proposals, or to cancel this request in part or in its entirety.

/

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

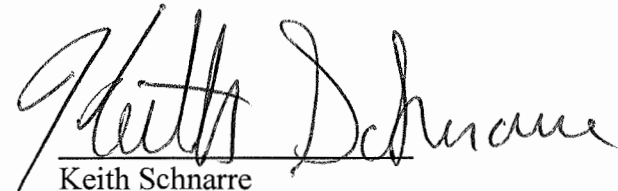
7th

day of September

20 04

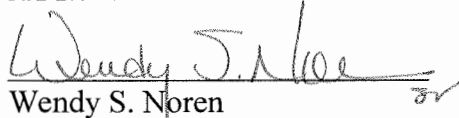
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 56-19AUG04 for Low Water Crossing Projects to Lehman Construction LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

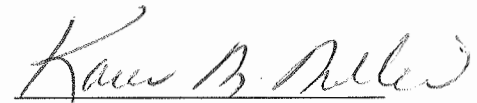
Done this 7th day of September, 2004.


Keith Schnarre
 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

Heather Turner, CPPB
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: September 1, 2004
RE: 56-19AUG04 Low Water Crossing Projects

The Bid for Low Water Crossing Projects closed on August 19, 2004. Six bids were received. Purchasing and the Public Work's department recommend award to Lehman Construction, LLC for submitting the low bid.

Total cost of contract is \$54,063.00 with a 5% contingency of \$2,703.00 for a total Purchase Order amount of \$56,766.00. This contract will be paid out of department 2041 - PW Special Maintenance Projects, account number 71100 - Outside Services. The original budget was \$22,500.00.

A note from the Public Works Department indicated savings from other projects will fund this project. At the time of this reading, \$514,000.00 remains in the account number noted above.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Jane Morris, Public Works
David Mink, Public Works
Bid File

Bid Tabulation
56-19AUG04 -2004 Low Water Crossing Projects

Base Bid				S&C Bridge & Concrete		Columbia Curb & Gutter		Aplex		Widel		Concrete Engineering		Lehman Construction	
Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
5.1. Mobilization	1	LS	\$3,200.00	\$3,200.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$900.00	\$900.00	
Construction Staking	1	LS	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$644.00	\$644.00	\$150.00	\$150.00	\$750.00	\$750.00	
Traffic Control	1	LS	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00	
Seed/Fertilize/Mulch	1	LS	\$670.00	\$670.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00	\$200.00	\$200.00	\$700.00	\$700.00	
Removals	1	LS	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$2,177.00	\$2,177.00	\$1,400.00	\$1,400.00	\$2,500.00	\$2,500.00	
Earthwork	1	LS	\$1,200.00	\$1,200.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$1,150.00	\$1,150.00	\$1,200.00	\$1,200.00	\$2,250.00	\$2,250.00	
2" of 1" Surface Aggregate (Gravel Road)	17	TON	\$35.00	\$595.00	\$10.00	\$170.00	\$30.00	\$510.00	\$26.00	\$442.00	\$21.00	\$357.00	\$20.00	\$340.00	
4"of 2½" Minus Base Rock (Gravel Road)	34	TON	\$30.00	\$1,020.00	\$10.00	\$340.00	\$30.00	\$1,020.00	\$26.00	\$884.00	\$20.00	\$680.00	\$20.00	\$680.00	
Type 1 Rolled Stone Base Rock	85	TON	\$30.00	\$2,550.00	\$10.00	\$850.00	\$30.00	\$2,550.00	\$26.00	\$2,210.00	\$20.00	\$1,700.00	\$20.00	\$1,700.00	
6" Type A Portland Cement Concrete	124	SY	\$70.00	\$8,680.00	\$75.00	\$9,300.00	\$60.00	\$7,440.00	\$80.00	\$9,920.00	\$64.00	\$7,936.00	\$85.00	\$10,540.00	
Base Bid Total				\$20,015.00	\$28,660.00	\$24,020.00	\$22,727.00	\$15,123.00	\$21,360.00						
Alternate 1: Club House Road															
Mobilization	1	LS	\$3,200.00	\$3,200.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$300.00	\$300.00	\$900.00	\$900.00	
Construction Staking	1	LS	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$644.00	\$644.00	\$150.00	\$150.00	\$750.00	\$750.00	
Traffic Control	1	LS	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$570.00	\$570.00	\$1,000.00	\$1,000.00	
Seed/Fertilize/Mulch	1	LS	\$670.00	\$670.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00	\$100.00	\$100.00	\$700.00	\$700.00	
Removals	1	LS	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,177.00	\$2,177.00	\$1,300.00	\$1,300.00	\$2,500.00	\$2,500.00	
Earthwork	1	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,150.00	\$1,150.00	\$1,200.00	\$1,200.00	\$2,250.00	\$2,250.00	
2" of 1" Surface Aggregate (Gravel Road)	17	TON	\$35.00	\$595.00	\$10.00	\$170.00	\$30.00	\$510.00	\$26.00	\$442.00	\$23.00	\$391.00	\$20.00	\$340.00	
4"of 2½" Minus Base Rock (Gravel Road)	34	TON	\$30.00	\$1,020.00	\$10.00	\$340.00	\$30.00	\$1,020.00	\$26.00	\$884.00	\$22.00	\$748.00	\$20.00	\$680.00	
Type 1 Rolled Stone Base Rock	80	TON	\$30.00	\$2,400.00	\$10.00	\$800.00	\$30.00	\$2,400.00	\$26.00	\$2,080.00	\$22.00	\$1,760.00	\$20.00	\$1,600.00	
6" Type A Portland Cement Concrete	120	SY	\$72.00	\$8,640.00	\$75.00	\$9,000.00	\$60.00	\$7,200.00	\$81.00	\$9,720.00	\$64.00	\$7,680.00	\$92.00	\$11,040.00	
Alternate 1 Bid Total				\$19,825.00	\$23,310.00	\$22,630.00	\$22,397.00	\$14,199.00	\$21,760.00						

Bid Tabulation
56-19AUG04 -2004 Low Water Crossing Projects

Base Bid			S&C Bridge & Concrete		Columbia Curb & Gutter		Aplex		Widel		Concrete Engineering		Lehman Construction	
Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Alternate 2: Stone Drive														
Mobilization	1	LS	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00	\$300.00	\$300.00	\$900.00	\$900.00
Construction Staking	1	LS	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$644.00	\$644.00	\$150.00	\$150.00	\$700.00	\$700.00
Traffic Control	1	LS	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00
Seed/Fertilize/Mulch	1	LS	\$670.00	\$670.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,553.00	\$2,553.00	\$100.00	\$100.00	\$300.00	\$300.00
Removals	1	LS	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$2,073.00	\$2,073.00	\$1,300.00	\$1,300.00	\$925.00	\$925.00
Earthwork	1	LS	\$1,200.00	\$1,200.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$4,353.00	\$4,353.00	\$1,100.00	\$1,100.00	\$5,900.00	\$5,900.00
3½" Minus Rock	12	TON	\$35.00	\$420.00	\$10.00	\$120.00	\$30.00	\$360.00	\$26.00	\$312.00	\$23.00	\$276.00	\$30.00	\$360.00
Type 1 Rolled Stone Base Rock	15	TON	\$35.00	\$525.00	\$10.00	\$150.00	\$30.00	\$450.00	\$26.00	\$390.00	\$32.00	\$480.00	\$30.00	\$450.00
7" Type A Portland Cement Concrete	609	SY	\$16.50	\$10,048.50	\$75.00	\$45,675.00	\$108.00	\$65,772.00	\$87.00	\$52,983.00	\$69.00	\$42,021.00	\$6.00	\$3,654.00
Alternate 2 Bid Total				\$18,963.50		\$60,945.00		\$78,082.00		\$69,158.00		\$46,327.00		\$14,189.00
Base Bid, Alternates 1&2 Bid Total				\$58,803.50		\$112,915.00		\$124,732.00		\$114,282.00		\$75,649.00		\$57,309.00
3.1 Qualifications														
				YES	No Response			YES	YES		YES	YES		
6.1 Anti-Collusion Statement														
				YES	YES			YES	YES		YES	YES		
7.1 Signature & Identity														
				YES	YES			YES	YES		YES	YES		
8.1 Bidders Acknowledgment														
				YES	YES			YES	YES		YES	YES		
Bid Bond														
				YES	YES			YES	YES		YES	YES		

No Bids

8/27/04

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

DATE

13

DLW
Lehman Construction, LLC

VENDOR NO.

VENDOR NAME

To: County Clerk's Office

ADDRESS

CITY

Comm Order # 373-2004

Return to Auditor's Office

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

RECEIVED

SEP 01 2004

#56-19AUG04
(Enter Applicable Bid / Sole Source / Emergency Number)

BOONE COUNTY AUDITOR

Bill To Department # 2041

Ship To Department # 2041

Department	Account	Item Description	Qty	Unit Price	Amount
0 4 1	7 1 1 0 0	Base Bid S. Mt. Pleasant Road	1	21360.00	21360.00
		Alternate 1 Club House Road	1	21760.00	21760.00
		Alternate 2 Stone Drive	1	10943.00	10943.00
		5% Contingency		2703.00	2703.00
		Total			56766.00

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.

David Monte
8/31/04
Requesting Official

sl
Auditor Approval

CONTRACT AGREEMENT

373-2004

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 **Lehman Construction, LLC** (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 56-19AUG04
Low Water Crossing Projects
Project No. 9792
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid for the amount of \$21,360.00 for the South Mt. Pleasant Road Low Water Crossing Project, \$21,760.00 for the Club House Road Low Water Crossing Project, and \$10,943.00 for the Stone Drive Low Water Crossing Project for a contract award total of \$54,063.00.

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
4. Statement of Bidders Qualifications
5. Instructions to Bidders
6. Bid Form
7. Anti-Collusion Statement
8. Signature and Identity of Bidder
9. Bidders Acknowledgment
10. Insurance Requirements
11. Contract Conditions
12. Contract Agreement
13. Performance Bond
14. Labor & Material Payment Bond
15. General Specifications
16. Technical Specifications
17. Special Provisions
18. Affidavit—Prevailing Wage
19. State Wage Rates
20. Boone County Standard Terms and Conditions
21. Corps Permits
21. Plan Sheets

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:

Fifty Four Thousand Sixty Three Dollars and no cents (\$54,063.00)

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 7 Sept 2004 at
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI
By: [Signature]
Keith Schnarre, Presiding Commissioner

ATTEST:

[Signature]
Wendy Noren, County Clerk

CONTRACTOR: **Lehman Construction, LLC**
By: [Signature]
Authorized Representative Signature
By: Kenry Lehman
Authorized Representative Printed Name
Title: Vice President

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION
In accordance with RSMo 55.660, 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 a measurable county obligation at this time.)

2041-71100 - \$54,063.00

[Signature] 9/1/04
Signature Date Appropriation Account

NOTICE TO PROCEED

DATE: November 8, 2004

TO: Lehman Construction LLC

ADDRESS: 603 Russellville Road
California, MO 65018

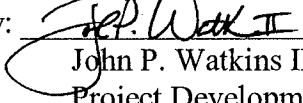
PROJECT: Bid Number 56-19 AUG 04
Low Water Crossing Projects

You are hereby notified that the Contract Time under the above contract will commence on **November 8, 2004**. As of this date, you may start performing your obligations under the Contract Documents. In accordance with the Contract, all work shall be completed within **30 Working Days**.

All inspections for this project should be called in to the Design & Construction office at 499-1670. 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: 
John P. Watkins II
Project Development Manager

Date: 11/8/04

Cc: County Clerk ✓
County Purchasing
County Auditor
Project File
Inspection Department

373-2004

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

7th

day of September

20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 29-01JUN04 for the Addition to the Sanford-Kimpton Building – Family Health Center to Five Oaks Associates. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 7th day of September, 2004.

Keith Schnarre
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

374-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: September 2, 2004
RE: 29-01JUN04 – Addition to Sanford Kimpton Building – Family Health Center

The Bid for the *Addition to the Sanford Kimpton Building – Family Health Center* closed on June 15, 2004. One bid was received. Recommendation for award is to Five Oaks Associates for submitting the low bid.

Total cost of contract is \$56,450.00. This contract will be paid out of department 4040 – City/County Health Facility, account number 71201 – Construction Costs. \$603,000 remains in the account at the time of this writing.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: David Mink, Public Works
Bid File

Bid Tabulation

29-01JUN04 - Addition to Sanford-Kimpton Building - Family Health Center

4.7.	Pricing	Five Oaks
4.7.1.	Lump Sum for Project as described in Section 2	\$ 58,450.00
4.8.	Contractor will begin work on this project within ___ days	10 days
4.9.	Project will be completed within ___ business days after first day of work commencement.	45 days
	Bid Bond Submitted	Yes
	Addendum	Yes
	Drawing and experience	Yes

No Bids

Emery Sapp & Sons, Inc.
 Christenson Construction
 Prost Builders
 Professional Contractors & Engineers, Inc
 Huebert Builders

Opened By: Alice Winkelman
Recorded By: Debbie Crutchfield
Date: 6/15/04
Time: 10:35 a.m.

8/31/04

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

ORL

DATE

10376

DW Five Oaks Associates, L.L.C.

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE

ZIP



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 Agree
- Other (Explain):
- Training
- Pub/Subscriptions
- Required Gov Payment

To: County Clerk's Office

Comm Order # 374-2004

Return to Auditor's Office

DW
#29-01JUN04

(Enter Applicable Bid / Sole Source / Emergency Number)

BOONE COUNTY AUDITOR

Bill To Department # 4040

Ship To Department # 4040

Department				Account					Item Description	Qty	Unit Price	Amount
4	0	4	0	7	1	2	0	1	Addition to the Sanford Kimpton Building - Family Health Center project			56,450

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

CONTRACT AGREEMENT FORM

THIS AGREEMENT, made and entered into by and between the **Boone County Commission of Columbia, Missouri**, (hereinafter referred to as the Owner), and **Five Oaks Associates, L.L.C.**, (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/her own expense hereby agrees to furnish, delivery and install and furnish all labor, materials, and equipment called for in the contractor's bid response as follows:

BID #29-01JUN04 – Addition to Sanford Kimpton Building – Family Health Center

and agrees to perform all the work required by the Contract as shown in the specifications.

The following Contract documents and all addenda (if applicable), 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. Introduction & General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Form
5. Exhibit A – Prior Experience
5. Standard Terms and Conditions
6. Insurance Requirements
7. Addendum Number One
8. Fax Memo dated August 16, 2004
9. Best and Final Offer dated August 30, 2004

The Contractor further agrees that he/she 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/her information was secured by personal investigation and research and not from any estimates of the Owner; and that he/she 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 bid response 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 of 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 agents 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.

The Contractor agrees that he/she will comply with all federal and state laws and regulations and local 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/her 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. Also, that he/she 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/her hereunder; and that he/she has not, in estimating the Contract price demand by him/her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him/her hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor 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 of

Fifty-Six Thousand Four Hundred Fifty Dollars and 00/100 (\$56,450.00)

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

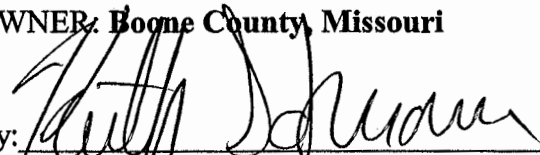
DATE OF AGREEMENT:

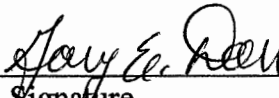
IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 7 Sept 2004 at Columbia, Missouri.
(Date)

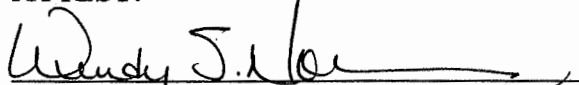
CONTRACTOR: **Five Oaks Associates, L.L.C.**

OWNER: **Boone County, Missouri**


By: Gary E. Dorr, Manager
Authorized Representative

By: 
Keith Schnarre, Presiding Commissioner

By:  9/15/04
Signature Title

ATTEST:

Wendy Noren, County Clerk

Approved as to Legal Form:


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) 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.)

June Pitchford by KF 9/2/2004
Signature Date

4040-7120¹/₄ - \$56,450.00

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned


Term. 20 04

In the County Commission of said county, on the 7th day of September 20 04

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

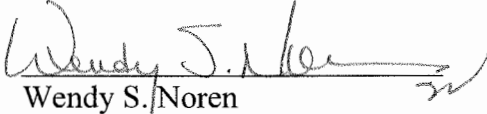
Now on this day the County Commission of the County of Boone does hereby award bid 60-25AUG04 for a Road Reclaimer and Operator Rental to Columbia Curb and Gutter. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 7th day of September, 2004.

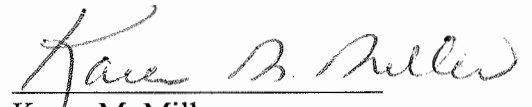


Keith Schnarre
Presiding Commissioner

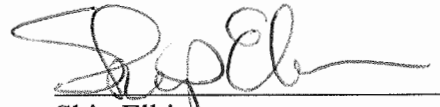
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

375-2004

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: September 1, 2004
RE: 60-25AUG04 – Road Reclaimer and Operator Rental

The Bid for Road Reclaimer and Operator Rental for the Public Works Department closed on August 25, 2004. One bid was received. Purchasing and Public Works recommend award to Columbia Curb and Gutter for submitting the low bid.

This Term & Supply contract will be paid out of department 2040 PW Maintenance Operations, Account Number 71100 Outside Services. There is a total of \$168,909.00 remaining in the Class 7 budget at this time.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: David Mink, Public Works
Chip Estabrooks, Public Works
Jane Morris, Public Works
Bid File

Bid Tabulation

60-25AUG04 - Road Reclaimer and Operator Rental

4.7.	Pricing	Columbia Curb & Gutter Co.
4.7.1.	Reclaimer w/ operator: Firm,Fixed Price per Hour	\$485.00
4.7.2.	Moblization (if less than 8 continous work hours): Firm,Fixed Price per Hour	\$1,000.00
4.7.3.	Make:	CMI
4.7.4.	Model:	RS 500
4.7.5.	Manufacture Date:	1993
4.7.6.	Estimated Production Rate for reclaiming Chip & Seal over gravel roads @ Max. 8- 10" cutting depth.	1/2 Mile Per Day
4.7.7.	Pertinent Information	
4.8.3.	Coop	No
4.9.	Max % increase	
	% 2nd Year	10
	% 3rd Year	15
4.11.	Cash discount %; Days	N/A
4.12.	References	None

9/1/04

DATE

4393

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

RECEIVED
SEP 01 2004

Columbia Curb and Gutter

To: County Clerk's Office

VENDOR NO.

VENDOR NAME

Comm Order # 375-2004

ADDRESS

CITY

Return to Auditor's Office

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

#60-25AUG04

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2040

Ship To Department # 2040

Department				Account				Item Description	Qty	Unit Price	Amount
2	0	4	0	7	1	1	0 0	Road Reclaimer and Operator Rental	1	50000.00	50000.00
								TOTAL			50000.00

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.


Requesting Official


Auditor Approval

**PURCHASE AGREEMENT
FOR
ROAD RECLAIMER AND OPERATOR RENTAL – TERM & SUPPLY**

THIS AGREEMENT dated the 7 day of Sept 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Columbia Curb and Gutter**, 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 **Road Reclaimer and Operator Rental Term & Supply**, County of Boone Request for Bid for Road Reclaimer and Operator Rental Term & Supply, bid number **60-25AUG04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Exhibit A, Standard Terms and Conditions, as well as the Contractor's bid response dated August 25, 2004 and executed by Charlie Bell Jr. 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 unexecuted Response Form, Exhibit A, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on date of award through February 28, 2005 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 for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Road Reclaimer and Operator Rental. 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 Boone County Public Works 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.

Columbia Curb and Gutter

by Ch. Reed Jr
title Vice President
address 4105 I-70 Drive SE
Columbia MO 65201

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by Boone County Commission
[Signature]
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy S. Nofen
Wendy S. Nofen, 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.)

2040-71100/Term & Supply/\$50,000.00

June C Pitchford 9/1/04
Signature by se Date Appropriation Account

Boone County Purchasing

Debbie Crutchfield
Specialist



601 E. Walnut-Room 209 Office
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

November 30, 2004

Columbia Curb & Gutter
Attn: Charlie Bell
4105 I-70 Drive SE
Columbia, MO 65201

RE: 60-25AUG04- Reclaimer and Operator Rental

Dear Mr. Bell:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated November 9, 2004, you agree to renew the contract under the same terms and conditions as the Original contract with a 5% increase over the current contract prices. This contract period will cover March 1, 2005 through February 28, 2006.

The contracted prices for the next term are as follows:

4.7.1.	<u>Description</u>	<u>Pricing</u>
	Reclaimer with Operator	\$509.25 Firm, Fixed Price per Hour
	Mobilization (if less than 8 continuous work hours)	\$1050.00 Firm, Fixed Price per Event

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File
Auditor

 **COPY**

375-2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

7th

day of September

20 04

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 revision:

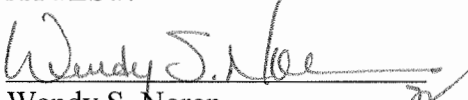
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
2040-10110: Public Works – Overtime	\$13,277.00	
2040-10100: Public Works – Salaries		\$11,106.00
2040-10300: Public Works – Health Insurance		\$2,012.00
2040-10375: Public Works – Dental Insurance		\$156.00

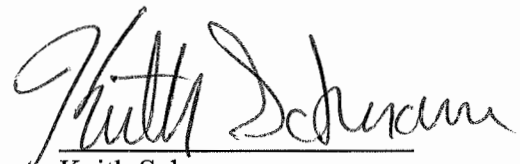
Said budget revision is to cover the costs for two additional Maintenance Worker II positions.

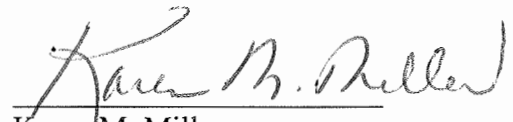
The County Commission of the County of Boone does hereby authorize two additional full time benefited Road Maintenance Worker II positions, Boone County salary range 21, to the Public Works Maintenance Department #2040 for the remainder of 2004 and beyond.

Done this 7th day of September, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

RECEIVED

09/07/04

AUG 26 2004

FOR AUDITORS USE

376-2004

										BOONE COUNTY AUDITOR		(Use whole \$ amounts)	
										Department	Account	Department Name	Account Name
										Decrease	Increase		
2	0	4	0	1	0	1	1	0	Public Works	Overtime	13,277		
2	0	4	0	1	0	1	0	0	Public Works	Salaries		11,109	
2	0	4	0	1	0	3	0	0	Public Works	Health Insurance		2,012	
2	0	4	0	1	0	3	7	5	Public Works	Dental Insurance		156	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **Management controls on overtime implemented at the beginning of 2004 have resulted in lower expenditures in account 10110. Funds previously utilized for overtime are therefore available to fund two additional FTEs to be added in October. Calculation of funds needed was based upon 528 hours at the base rate for MW II and included county portions of health and dental coverage.**

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
 If not, please explain (use an attachment if necessary):

David M. ... 8/25/04
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

agenda

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

[Signature]
Auditor's Office

[Signature]
RESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

Public Works Cost Calculations for 2004 to add 2 addition MW II's from Oct.1, 2004

Base Hr. Rate for MW II	10/1-12/31 Hours	2004 Wages	Health \$4,025/yr	Dental \$105/yr	Total	Number of Employees	Requested for 2004 Revision
\$10.52	528	\$5,554.56	1006	78	\$6,638.56	2	\$13,277.12

8/26/04

FY 2004
Budget Amendments/Revisions
Public Works - Maintenance (2040)

BR #	Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
04/018	1	4/9/04	71100 91301	Outside Services Computer Hardware		3,564	Purchase server for CarteGraph	See attached for 2004 Budget and YTD Actual
	2	8/26/04	10100 10300 10375 10110	Salaries & Wages Health Insurance Dental Insurance Overtime	11,109 2,012 156		Add two additional Maintenance Worker II FTEs	See attached for 2004 Budget and YTD Actuals
						13,277		

LEDGER YEAR	DEPT	ACCOUNT CLASS	ACCOUNT NAME	BUD	TTLEXP	BUD-ACT
2004	2040	10000	10100 SALARIES & WAGES	1,888,443	1,072,601.38	815,841.62
2004	2040	10000	10110 OVERTIME	120,000	33,501.61	86,498.39
2004	2040	10000	10120 HOLIDAY WORKED	500	.00	500.00
2004	2040	10000	10200 FICA	150,186	81,072.23	69,113.77
2004	2040	10000	10300 HEALTH INSURANCE	193,200	193,200.00	.00
2004	2040	10000	10325 DISABILITY INSURANCE	8,832	5,161.78	3,670.22
2004	2040	10000	10350 LIFE INSURANCE	1,872	1,272.00	600.00
2004	2040	10000	10375 DENTAL INSURANCE	15,120	15,120.00	.00
2004	2040	10000	10400 WORKERS COMP	168,054	166,928.80	1,125.20
2004	2040	10000	10500 401(A) MATCH PLAN	28,080	14,400.00	13,680.00
2004	2040	10000	10510 CERF-EMPLOYER PD CONTRIBUTION	5,079	3,730.32	1,348.68
2004	2040	10000	10850 VEHICLE ALLOWANCE	4,200	2,625.00	1,575.00
2004	2040	10000	10900 MECHANIC TOOL ALLOWANCE	4,500	3,466.90	1,033.10
2004	2040	10000	10910 PERS. SAFETY EQUIP ALLOW	350	201.45	148.55
FINAL TOTALS						
TOTAL				2,588,416	1,593,281.47	995,134.53

*** END OF REPORT ***

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Date: August 23, 2004

To: County Commission

From: David Mink *DWM*

Subject: Additional Staff for Maintenance & Operations

The Public Works Department requests authorization to add two (2) Maintenance Worker II positions this fall. The efforts over the past several years of the Maintenance Department to convert gravel roads to paved or chip sealed surfaces has greatly benefited the community but this effort along with the increased maintenance requirements of higher type pavement has affected the departments ability to respond to work requests and perform routine maintenance activities such as crack sealing and brush cutting. The Department is recommending the immediate addition of these two positions to enhance our ability to perform these activities as well as snow removal activities this fall and winter.

The cost to add these two positions for the remainder of this year beginning on September 1 is estimated to be \$26,966. Given the timing of the interview process, it is likely that the positions would not be filled until later in the month so the actual cost would be less. Improvements in operational efficiencies have resulted in savings in the overtime budget that should more than cover these additional costs for the remainder of the year.

The Department intends to also request in the budget process the addition of two more Maintenance Worker II positions to further enhance maintenance and responsiveness and two additional Maintenance Worker IV positions as mower operators to improve our mowing operation. We will request the purchase of two additional boom mowers and a crack seal machine but do not foresee adding trucks at this time. The annual salary cost for these six positions is estimated at approximately \$252,000 and the one time cost for two mowers and a crack seal machine is approximately \$175,000.

The Department believes that these additions are needed to maintain the expected level of service to the community. As these positions are added, we will also modify our approach to snow removal to enhance safety and performance. Our ultimate goal is to be able to set up shifts for snow removal and the addition of these six new positions should allow us to achieve that goal. Thank you for considering these requests.

Cc: Chip Estabrooks
Jane Morris
June Pitchford
Betty Dickneite

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



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Cc: Chip Estabrooks
Jane Morris
June Pitchford
Betty Dickneite

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

7th

day of September

20 04

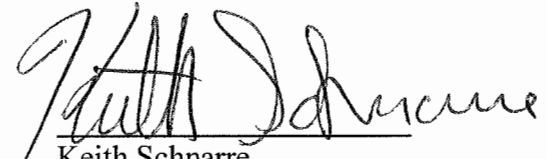
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
1420-84200: Social Services – Other Contracts	\$73,487.00
1420-03451: Social Services – State Reimbursement	\$73,487.00


Said budget amendment is for the June 1, 2004 through December 31, 2004 portion of the Child Advocacy Grant.

Done this 7th day of September, 2004.

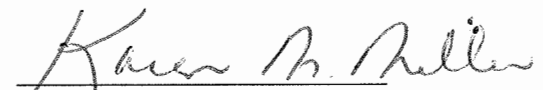


Keith Schnarre
 Presiding Commissioner


ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

1st Reading 8/2
2nd 9/7

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

08/09/04

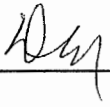
EFFECTIVE DATE

FOR AUDITORS USE

377-2004

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	4	2	0	8	4	2	0	0	Social Services	Other Contracts		73,487.00
1	4	2	0	0	3	4	5	1	Social Services	State Reimb-Grant/Program/Other		73,487.00


Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **New Child Advocacy Grant June - July 2004. Total grant for the State's Year July 2004 thru June 2005 is \$125,977.00. This budget amendment is for seven months of the contract year. The remaining five months will be included in the County's original FY05 budget. Money is not paid to vendor until funding is received from the State.**



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached. *agenda*
- A fund-solvency schedule is attached. *N/A*
- Comments: Grant given by the State of Missouri to contracted child advocacy center. The County acts in a fiduciary capacity for the child advocacy program.



Auditor's Office



PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER



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.



BOB HOLDEN
GOVERNOR

MISSOURI
DEPARTMENT OF SOCIAL SERVICES
CHILDREN'S DIVISION
P.O. BOX 88
JEFFERSON CITY, MO
65103

Relay Missouri
for hearing and speech impaired
TEXT TELEPHONE
1-800-735-2888
VOICE
1-800-735-2488

TELEPHONE: 573-522-8024

July 30, 2004

AMENDMENT # 11

Wendy S. Noren, County Clerk
Boone County, Missouri
Attn: June Pitchford
801 E. Walnut, #236
Columbia, MO 65201

Dear Contractor:

The contract between the Children's Division (formerly the Division of Family Services) and Boone County, Missouri, for Child Assessment Center (CAC) Services, expired June 30, 2004.

The Division is offering to extend the contract for another year, via the enclosed contract amendment. The amendment offers to renew your contract in accordance with your approved CAC budget for this year (see Exhibit B).

As you may be aware, this amendment to the contract also includes performance measures (see Exhibit C) and a form to report to report outcomes annually (see Exhibit D). Exhibit D needs to be submitted electronically to LeAnn Haslag at Leann.M.Haslag@dss.mo.gov by July 31, 2005. The report should contain information for every child served during the contract period. The CAC has been instructed regarding this matter and has been sent the form electronically. This does not replace the NCA monthly statistics sheet. If there are questions, contact Ms. Haslag at (573) 522-9307.

If you are agreeable to this extension offer, sign the amendment and return it to me. If you have any questions regarding your contract, feel free to contact me at 751-2075.

Sincerely,

Dirk B. Elrod
Dirk B. Elrod
Contract Management Unit

cc: CAC Director (faxed copy)

125,977.00 *
12.00 *
7.00 =
73,486.58 *

****AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER****
services provided on a nondiscriminatory basis

EXHIBIT ~

**Rainbow House Regional Child Advocacy Center
State Grant Budget
June 1, 2004 - May 31, 2005**

Category	Total	Revised Total
Salaries	\$74,940.00	
Payroll Taxes	\$5,243.00	
Employee Benefits	\$7,494.00	
Professional Fees	\$20,000.00	
Supplies	\$900.00	
Telephone	\$3,000.00	
Postage and Shipping	\$800.00	
Occupancy	\$5,000.00	
Maintenance & Equipment Rental	\$400.00	
Printing and Publications	\$900.00	
Membership & Dues	\$300.00	
Travel & Transportation	\$500.00	
Conferences & Meetings	\$500.00	
Insurance	\$6,000.00	
Capital Improvement/Major Equipment	\$0.00	
	\$125,977.00	

8/11/2004

FY 2004
Budget Amendments/Revisions
Social Services (1420)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	3/10/2004	84200 3451	Other Contracts State Grant Reimbursement		4,907 4,907	Reduce budget for 2003/2004 Child Advocacy Grant	
2	6/17/2004	84200 3451	Other Contracts State Grant Reimbursement	3,753 3,753		Increase budget for 2003/2004 Child Advocacy grant - contract amendment #10	
3	8/9/2004	84200 3451	Other Contracts State Grant Reimbursement	73,487 73,487		2004/2005 Child Advocacy Grant	

CERTIFIED COPY OF ORDER

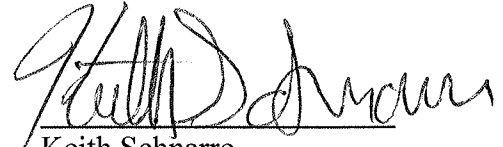
STATE OF MISSOURI }
County of Boone } ea.

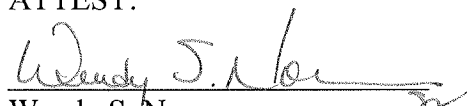
September Session of the July Adjourned Term. 20 04

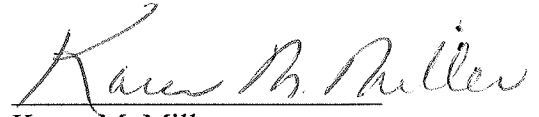
In the County Commission of said county, on the 7th day of September 20 04
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Mental Health Needs Assessment.

Done this 7th day of September, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

7th


day of September

20 04

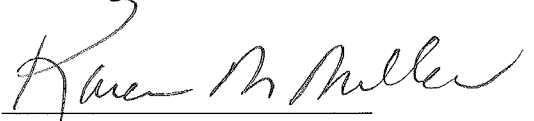
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the attached Policy of Boone County Commission Access to Public Meetings and Records.

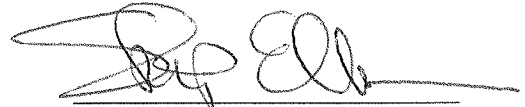
Done this 7th day of September, 2004.



Keith Schnarre
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

POLICY OF
BOONE COUNTY COMMISSION
ACCESS TO PUBLIC MEETINGS AND RECORDS

In accordance with the provisions of section 610.028.2, RSMo, it is the policy of the Boone County Commission to comply with the requirements of chapter 610, RSMo, commonly referred to as the Sunshine Law, regarding public meetings and the release of information on any meeting, record or vote which is a public record under the law. This written policy statement shall be applicable only to the meetings and records of the County Commission and shall be provided to any person requesting it free of charge. To facilitate access to public meetings of the County Commission and public records and information maintained by this office, the following policies shall be applicable:

1. Meetings In General - It is the public policy of this office that public meetings of the County Commission shall be open to the public and notice of such meetings shall be provided as required by law. A public meeting shall be presumed to occur if a quorum of the County Commission meets, confers, discusses, or decides any public business involving the Boone County and upon which the County Commission is empowered by law to influence or act, or the Commission otherwise formulates any public policy involving Boone County or county government. However, communications amongst a quorum of commissioners shall not be considered public meetings if made for ministerial or social purposes when there is no intent to avoid disclosure of the communications to the public about public business, or the communications do not involve the public business of the county or county government. The County Commission authorizes the recording of its open public meetings by audiotape, videotape, or other electronic means provided that the use of such equipment does not disrupt the meeting or impair the general public from seating or participating in the meeting. The County Commission may conduct meetings or votes closed to the public pursuant to section 610.021, but such meetings shall be closed only to the extent necessary for the specific reason announced to justify the closed meeting or vote.

A. Format of Public Meetings - Meetings of the County Commission shall generally be conducted in open formal session or open work session or closed session. Formal sessions of the Commission shall be conducted in the presence of the County Clerk or the Clerk's deputy who shall record votes and take and maintain meeting minutes. All votes taken by roll call shall be cast only by County Commissioners who are physically present and in attendance at the meeting. When it is necessary to take votes by roll call in a meeting of the Commission, due to an emergency with a quorum of the members of the Commission physically present and in attendance and one of the members of the Commission participating via telephone, facsimile, internet, or any other voice or electronic means, the nature of the emergency of the Commission justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members of the Commission were physically present and in attendance at the meeting. Work sessions may be conducted informally without the presence of the Clerk; minutes shall be taken by a person designated by the Commission and maintained in the

Commission office; Commissioners may express opinions on issues at such work sessions but no votes shall be taken. Agendas for work sessions shall be formulated by those responsible for calling or hosting the work session and communicated to the Commission for advance posting to the extent they are not evident by virtue of the nature of the meeting.

- B. Format of Closed Meetings** - The County Commission shall keep or have kept minutes of closed meetings; any votes taken during a closed meeting shall be taken by roll call. The County Commission shall not discuss any business in a closed meeting or vote upon any matter which does not directly relate to the specific reason announced to justify the closed meeting or vote. Any votes cast at such meetings shall be made and kept as provided in section 610.015, RSMo.
- C. Notice of Meetings** - All meetings of the County Commission, whether open public meetings or closed meetings, shall be posted and otherwise communicated in the time and manner prescribed by sections 610.020 and 610.022, RSMo. If the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If the Commission plans to meet by internet chat, internet message board, or other computer link, it shall post a notice of the meeting on its web site in addition to its principal office and shall notify the public how to access that meeting.
- D. Other Meetings** - Individual members of the Commission or a quorum of members of the Commission may also attend meetings or events called or hosted by other persons or organizations outside of the government of Boone County. When a quorum of the Commission intends to attend such meetings and attendance may involve their engaging in discussion of public business involving the County Commission, then the Commission shall post notice of its attendance at such meetings and prepare minutes consistent with section 610.020, but otherwise attendance at such meetings shall not be deemed to be meetings of the Commission and no notice or meeting minutes shall be prepared by the Commission unless otherwise directed by a quorum of the Commission.

2. Public Records - It is also the public policy of this office that public records of the County Commission shall be open to the public during the normal business hours of this office unless otherwise provided by law and this office shall comply with sections 610.010 to 610.030, RSMo, the Sunshine Law, as now existing or hereafter amended. Consistent with the provisions of section 610.010, RSMo, the term "public record" shall include any record, whether written or electronically stored, retained by or of the County Commission, including any report, survey, memorandum, or other document or study prepared and presented to the County Commission. Also consistent with the provisions of section 610.010, RSMo, the term "public record" shall not include any internal memorandum or letter received or prepared by or on behalf of a member of the County Commission consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of the County Commission, unless such records are retained by the County Commission as public records or presented at a public meeting. The term "public record" shall not include any record qualifying as a closed record under section 610.021, RSMo, unless such record is ordered disclosed to the public by order of the Commission.

A. Storage of Public Records - Electronic mail and written correspondence or

memoranda shall be treated the same for purposes of this policy. A record shall be considered stored or retained by the Commission if it is kept by the County Clerk as required by law as a public record or it is located in Commission's central files or the Commission's electronic mail repository. However, individually assigned file cabinets and electronic mail accounts shall be considered dedicated to the individual use of Commission members and staff in furtherance of position responsibilities subject to general property and information management policies from time to time established by the Commission. Written or electronic correspondence, memoranda or mail transmitted by individual commissioners shall not be considered public records unless they pertain to public business and are addressed, copied or otherwise provided to one other or all commissioners, or otherwise placed in the Commission's central files or the Commission's electronic mail repository. It shall be the responsibility of individual commissioners to segregate and maintain segregation of personal mail, correspondence, or other personal private documents from the public records of the office of the County Commission. Any member of the County Commission who transmits any message relating to public business by electronic means to any other member of the Commission shall also concurrently transmit that message to either the member's Commission office computer or the custodian of records in the same format. Any such message received by the custodian or at the member's office computer shall be a public record subject to the exceptions of section 610.021.

- B. Custodians Of Records** - The County Clerk is hereby appointed custodian of the official records of the Boone County Commission as are required or authorized by law to be kept by the Clerk and that such custodian is located at the Boone County Government Building, 801 E. Walnut St., Room 236, Columbia, Missouri 65201. The office manager of the Boone County Commission is appointed custodian of the administrative records maintained in the administrative central file archive of the office of the Boone County Commission, whose address is 801 E. Walnut St., Room 245, Columbia, Missouri 65201. The custodians of records may delegate the functions described in this policy to members of the office staff as is necessary to fulfill duties of this office in a timely manner.
- C. Access To Public Records** - The custodian of records for this office shall respond to all requests for access to or copies of a public record maintained by this office as soon as possible, but in no event later than the end of the third business day following the date the request is received by the custodian of records. If access to the public record is not granted immediately, the custodian shall give a detailed explanation of the cause for further delay and the place and earliest time and date that the record will be available for inspection. This period for document production may exceed three days for reasonable and good cause, and the basis for delay shall be stated to the party making the request. If a request for access is denied, the custodian shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the to the party making the request no later than the end of the third business day following the date that the request for the statement is received unless otherwise provided for by statute. If records are requested in a certain format, the custodian shall provide the records in the requested format, if such format is available. If a public record contains material which is not exempt from disclosure as well as material which is exempt from disclosure, the custodian of records for this office shall separate

the exempt and nonexempt material and make the nonexempt material available for examination and copying.

D. Fees - Fees for copying public records shall not exceed ten cents per page for a paper copy not larger than nine by fourteen inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the Commission. Research time required for fulfilling records requests may be charged at the actual cost of research time. Based on the scope of the request, the Commission shall produce the copies using employees of the Commission that result in the lowest amount of charges for search, research, and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the custodian to provide a cost estimate for copies of the records. Fees for providing access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices, and for paper copies larger than nine by fourteen inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for Commission staff for making copies and programming, if necessary, and the cost of the disk, tape, or other medium used for the duplication. Fees for maps, blueprints, or plats that require special expertise to duplicate may include the actual rate of compensation for the trained county personnel required to duplicate such maps, blueprints, or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual costs of such programming as provided in subpart 3 below. Payment of such copying fees may be requested prior to the making of copies. Documents may be furnished without charge or at a reduced charge when the custodian of records for this office determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of this office and is not primarily in the commercial interest of the party making the request. Except as otherwise provided by law, fees collected for services provided under this policy shall be remitted to the appropriate fiscal officer for this office for deposit to the office's appropriate account. The following additional provisions concerning fees shall be applicable:

- 1) **Personnel Time** – For purposes of computing personal time under part C. above, personnel time shall be chargeable at the hourly rate plus employer contributions and benefits for the personnel conducting record searches, retrieval and copying; applicable hourly rates shall be those established by the Boone County Auditor for the personnel involved. Record searches and retrieval may at the discretion of the custodian of records be without charge when searches are requested on a time available basis which do not interfere with the performance of normal workday duties.
- 2) **Alternative Paper Duplication** – At the request or with the consent of a person seeking volume or specialized duplication, duplication may be submitted to a commercial duplication service if the party requesting duplication pays the records custodian a deposit for the estimated cost of commercial duplication.
- 3) **Electronic Media Duplication** - Parties requesting duplication of electronic media necessitating programming or other services outside the

expertise of Commission staff necessitating the use of Information Technology Department staff shall be charged with the actual cost of media and computer staff time at the standard average rates for employees used as established by the Department.

- E. Electronic Access** - If and to the extent this office provides electronic services in the form of on-line access or access by other electronic means to an electronic file or data base, it will provide electronic services involving public records to members of the public in usable electronic formats to the greatest extent feasible, but provision of these services in lieu of conventional records will not take priority over the performance of the primary responsibilities of this office.