

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the

20th day of April 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 16-25Mar10- Brown School Road Asphalt Overlay to Frech Paving Co. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 20th day of April, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: March 31, 2010
RE: 16-25MAR10 – Brown School Road Asphalt Overlay, 2010 Pavement Preservation

The Bid for Brown School Road Asphalt Overlay, 2010 Pavement Preservation closed on May 25, 2010. Three bids were received. Purchasing and the Public Works department recommend award to Frech Construction for offering the lowest and best bid for Boone County.

The Bid Amount for this project was \$126,364.04. The R.A.P. (Recycled Asphalt Product) deduction from the Bid Amount is equal to \$5.75 per ton multiplied by 760 estimated tons, for a total deduction of \$4,370.00. The R.A.P. deduction brings the Bid Amount to \$121,994.04. After including a 10% contingency amount of \$12,199.41, this project has a Purchase Order total of \$134,193.45. Purchase Orders from this contract will be paid from department 2041 – PW – Pavement Preservation, account 71100 – Outside Services. The engineer's estimated amount was \$111,745.00. The overage will be covered by the remaining funds left in the 2041 account.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Dan Haid
Bid File

Boone County Purchasing

Tyson Boldan
Buyer



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

TO: Dan Haid

FROM: Tyson Boldan
Buyer

DATE: March 25, 2010

RE: Bid Award Recommendation – # 16-25MAR10 – Brown School Road
Asphalt Overlay, 2010 Pavement Preservation

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

$\$ 126,364.04 - 4,370 = 121,994.04$

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2041

Account Number: 71106

Budgeted: \$ 111,745.00 (ENGINEERS ESTIMATE)

Award Amount: $\$ 126,364.04 - \$ 4,370$ (R.A.P. Deduct) = $\$ 122,029.64$

Contingency Amount: $\$ 12,202.96 = 12,199.46$

Total (contract award + contingency): $\$ 134,232.60$

Award Bid by low bid to Frech Paving.

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

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

Administrative Authority Signature: Deria Campbell

Deria Campbell
Deria Campbell

Date: 3/30/10

**16-25MAR10 - Brown School Road Asphalt Overlay
2010 Pavement Preservation**

BID TABULATION			ENGINEER'S ESTIMATE		FRECH PAVING		APAC		CHRISTENSEN		AVERAGE BID	
Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
MOBILIZATION	LS	1	\$3,000.00	\$3,000.00	\$1,250.00	\$1,250.00	\$1,475.00	\$1,475.00	\$5,000.00	\$5,000.00	\$1,362.50	\$1,362.50
REMOVALS - (INCLUDES MILLINGS)	LS	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00
TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	\$7,600.00	\$7,600.00	\$785.00	\$785.00	\$5,000.00	\$5,000.00	\$4,192.50	\$4,192.50
TYPE 1 ROLLED STONE - (DRIVEWAY TRANSITIONS)	TON	15	\$35.00	\$525.00	\$30.66	\$459.90	\$65.00	\$975.00	\$30.00	\$450.00	\$47.83	\$717.45
TREE REMOVAL	EA	2	\$500.00	\$1,000.00	\$512.50	\$1,025.00	\$1,315.00	\$2,630.00	\$1,500.00	\$3,000.00	\$913.75	\$1,827.50
DITCHING	LF	685	\$7.00	\$4,795.00	\$8.10	\$5,548.50	\$11.50	\$7,877.50	\$15.00	\$10,275.00	\$9.80	\$6,713.00
6"X12" ROCK DITCH LINER W/ FABIC	SY	140	\$15.00	\$2,100.00	\$17.85	\$2,499.00	\$82.00	\$11,480.00	\$45.00	\$6,300.00	\$49.93	\$6,989.50
DIG OUT REPAIR	SY	200	\$80.00	\$16,000.00	\$86.25	\$17,250.00	\$78.80	\$15,760.00	\$80.00	\$16,000.00	\$82.53	\$16,505.00
DIG OUT REPAIR - EXTRA DEPTH	CY	5	\$25.00	\$125.00	\$80.00	\$400.00	\$308.00	\$1,540.00	\$80.00	\$400.00	\$194.00	\$970.00
ASPHALT DRIVEWAY SWALE - FULL DEPTH	SY	27	\$70.00	\$1,890.00	\$75.92	\$2,049.84	\$72.00	\$1,944.00	\$50.00	\$1,350.00	\$73.96	\$1,996.92
ASPHALT BP-2, WEDGE/LEVELING COURSE	TON	120	\$75.00	\$9,000.00	\$83.00	\$9,960.00	\$88.00	\$10,560.00	\$100.00	\$12,000.00	\$85.50	\$10,260.00
ASPHALT BP-2 SURFACE COURSE	TON	640	\$65.00	\$41,600.00	\$73.82	\$47,244.80	\$73.50	\$47,040.00	\$71.00	\$45,440.00	\$73.66	\$47,142.40
ASPHALT DRIVEWAY REPAIR	SY	20	\$70.00	\$1,400.00	\$76.25	\$1,525.00	\$96.50	\$1,930.00	\$50.00	\$1,000.00	\$86.38	\$1,727.50
PAVING FABRIC (GlasPave™ or approved equal)	SY	5770	\$3.00	\$17,310.00	\$3.60	\$20,772.00	\$3.40	\$19,618.00	\$3.50	\$20,195.00	\$3.50	\$20,195.00
SEEDING & TYPE 3 MULCH (HYDROSEED)	LS	1	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,120.00	\$3,120.00	\$5,350.00	\$5,350.00	\$3,310.00	\$3,310.00
EROSION CONTROL	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$925.00	\$925.00
1' WIDE TOP SOIL EDGE TREATMENT	LS	1	\$3,000.00	\$3,000.00	\$3,280.00	\$3,280.00	\$4,845.00	\$4,845.00	\$5,350.00	\$5,350.00	\$4,062.50	\$4,062.50
Bid Total				\$111,745.00		\$126,364.04		\$134,829.50		\$140,110.00		\$130,596.77
DEDUCTION PER TON = \$						\$5.75		\$2.00		\$1.00		
Bid Response						YES		YES		YES		
Work Authorization Certification						YES		YES		YES		
Statement of Bidders Qualifications						YES		YES		YES		
Anti-Collusion Statement						YES		YES		YES		
Bid Bond						YES		YES		YES		
Signature and Identity of Bidder						YES		YES		YES		
Bidders Acknowledgment						YES		YES		YES		

04/15/10

REQUEST DATE

5503

VENDOR NO.

Frech Paving Co.

VENDOR NAME

ADDRESS

CITY

STATE

ZIP RECEIVED

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Office: County Clerk's Office

Comm Order # _____

Return to Auditor's Office

Please do not remove staple.



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

APR 16 2010

BOONE COUNTY AUDITOR

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source
- Not Subject To Bidding (select appropriate response below):**
- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#16-25MAR10

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2041

Bill to Department # 2041

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 1	7 1 1 0 0	Brown School Road Asphalt Overlay	1	121994.04	121,994.04
2 0 4 1	7 1 1 0 0	Brown School Road Asphalt Overlay Contingency Amount (10%)	1	12199.41	12,199.41
TOTAL					\$134,193.45

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.

Tyson Boldan

Prepared By

Requesting Official

Auditor Approval

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Frech Paving Co.**, (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 16-25MAR10 – Brown School Road Asphalt Overlay, 2010 Pavement Preservation
Project No. 10-636
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 deduction of Recycle Asphalt Products in the amount of \$4,370.00 coming to a Bid Total in the amount of \$121,994.04.00.

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.

Notice to Bidders
Bid Response
Work Authorization Certification
Statement of Bidders Qualifications
Instructions to Bidders
Bid Forms
Anti-Collusion Statement
Signature and Identity of Bidder
Bidders Acknowledgment
Insurance Requirements
Contract Conditions
Contract Agreement
Performance Bond
Labor & Material Payment Bond, which shall be completed and returned to the County within 15 days of the date of this Contract
General Specifications
Technical Specifications
Special Provisions
Asphalt Pricing Index
Affidavit—OSHA Requirements
Affidavit---Prevailing Wage
State Wage Rates-Annual Wage Order No. 15
Boone County Standard Terms and Conditions

Plan Sheets
Details

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 \$100.00 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: 121,994.04.00

One Hundred Twenty One Thousand Nine Hundred Ninety Nine Dollars and Four Cents (\$121,994.04)

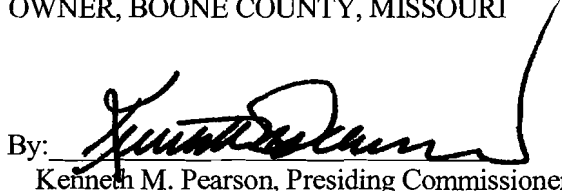
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on
4-20-10 at Columbia, Missouri.
(Date)

CONTRACTOR:
FRECH PAVING CO.

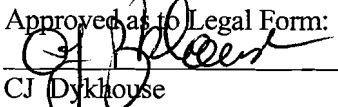
OWNER, BOONE COUNTY, MISSOURI

By: 
Authorized Representative Signature

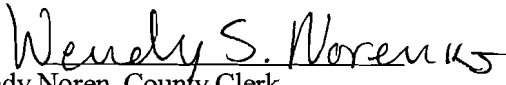
By: 
Kenneth M. Pearson, Presiding Commissioner

By: JIM FRECH
Authorized Representative Printed Name
Title: VICE PRESIDENT

Approved as to Legal Form:

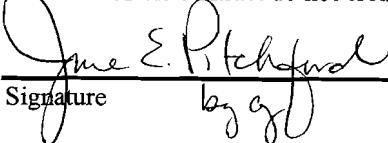

CJ Dykhouse
Boone County Counselor

ATTEST:


Wendy 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 the contract do not create a measurable county obligation at this time.)


Signature

4/19/10
Date

2041/71100 - \$121,994.04
Appropriation Account

2072010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 20th day of April 20 10

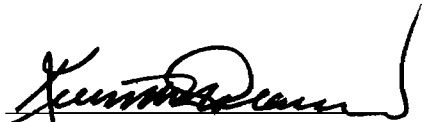
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Memorandum of Understanding between Boone County, Missouri and Columbia Youth Basketball Association. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

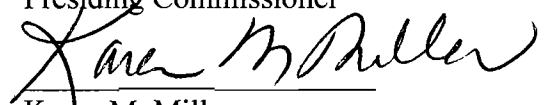
Done this 20th day of April, 2010.

ATTEST:


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



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

MEMORANDUM OF UNDERSTANDING
(Revised March 18, 2010)

This Memorandum of Understanding is entered into on this 20 day of April, 2010, between Boone County, Missouri, by and through its County Commission (County), and Columbia Youth Basketball Association (CYBA), a Missouri not-for-profit corporation.

RECITALS

- A. Columbia Youth Basketball Association is a Missouri not-for-profit corporation organized to promote youth sports activities through the operation of its youth basketball program for the youth of the community.
- B. County owns land commonly known as the "Boone County Fairgrounds" which contains sufficient unused acreage to use as contemplated herein (the "site").
- C. CYBA proposes to raise funds privately in order to fund the construction of a multi-court, indoor multi-use recreation building (the "Facility") to serve the youth basketball and other recreational needs of the County and CYBA. CYBA proposed to design and build said facility, and then donate the same to the County with County then leasing the facility to CYBA under a long-term lease.
- D. County proposes to lease said facility after construction to CYBA or another mutual-acceptable entity to operate and maintain the facility as contemplated herein, under a long-term lease arrangement.

UNDERSTANDING

NOW, THEREFORE, the parties agree to the following:

1. *Purpose.* The purpose of this Memorandum of Understanding is set forth the general expectations of County and CYBA in order to enter into good faith negotiations with respect to the development and subsequent operation of the Facility on such terms and conditions as may be acceptable to County and CYBA.
2. *CYBA Fundraising.* CYBA will raise funds toward the construction of the Facility. County will assist CYBA where possible with said efforts. The goal for fundraising is \$1.5 million and will cover the cost of the facility, essential furniture, finishing and equipment (defined as items associated with the courts such as scoreboards, bleachers, basketball goals, etc.) and the connection of utilities. CYBA will retain all funds raised. CYBA retains the right to determine if all pledges, funds, services and non-cash donations collected are sufficient to move forward with the actual design and construction of the anticipated facility. When 50% of the fundraising goal is met, CYBA will be permitted to begin

construction of the Facility, with approval by the County. If the determination is made that the fundraising effort has not been sufficient to do so, CYBA will return all funds, services and non-cash donations to the donor and this agreement shall thereafter terminate. CYBA will promptly communicate its determination to the County if it makes a determination of insufficiency as provided for herein.

3. *Tax Credits.* County will assist as the County Commission deems¹ appropriate with the efforts of CYBA in pursuing any available tax credits or other tax incentives.

4. *Sales Taxes.* CYBA will cooperate with the County and, as appropriate, the Missouri Department of Revenue to make arrangements for the collection of sales taxes at the facility prior to the commencement of operations at the facility.

5. *CYBA Fundraising Time Period.* CYBA will have two (2) years from the signing of this memorandum by the County to raise the necessary funds and develop the facility. If CYBA does not reach its goal by the end of two year period, County and CYBA may enter into discussions to:

- a. Evaluate the amount of money pledged and raised and decide whether a scaled-down Facility is appropriate; or
- b. Extend the amount of time CYBA has to reach its goal; or
- c. End the Memorandum of Understanding between County and CYBA.

6. *Long-Term Lease.* It is anticipated that the parties will enter into a long-term lease containing an initial term of twenty-five (25) years, which may be extended by mutual agreement of the parties. Said lease will be provided by the County to CYBA and will provide the operational details of the arrangement between the parties as it pertains to operations of the facility, including scheduling of events, the County's operating agent, "going-dark" provisions and other lease terms. It is anticipated the parties will enter into a lease that provides that the right to possession will occur in advance of the commencement of rental payments so as to allow for the construction of the facility designed and built by CYBA. The parties anticipate that CYBA will design and construct the facility that will later be donated to the County and subject to the County's long-term lease as contemplated herein, but that CYBA will design and build the facility in its capacity as the County's tenant and County will not direct or supervise the design or construction of said facility. County will serve as the landlord under the lease and will have the rights and obligations provided for under that lease contract.

7. *CYBA Naming Opportunities.* CYBA will name the facility subject to final name approval by the Boone County Commission. CYBA may name specific areas of the Facility after principal donors, subject to the approval of the Boone County Commission.

8. *Facility Design Consideration and Requirements.* The Facility will be designed to accommodate up to four (4) basketball courts (50'x 80') that are multi-purpose and could accommodate other uses. The facility will also include space for offices and storage, as well as concession areas and restrooms. The facility's design will be coordinated by, and construction supervised by, CYBA. The Facility will be fully ADA accessible and will comply will applicable laws and regulations. CYBA will be responsible for obtaining all required permits and to comply with all federal, state and local laws that pertain to the construction of such a facility.

9. *Operation of Facility.* The Facility will be owned by the County Commission and will be operated under a lease arrangement with either CYBA or other mutually acceptable entity. Details of the operations, including things such as hours of operation, scheduling, maintenance and upkeep of the facility, will be addressed in the contemplated lease arrangement.

10. *Reserving Use of the Facility.* CYBA will develop an annual calendar and mechanism to reserve the facility by either County or other lessee/agent of the County for purposes of scheduling events at the facility when it is not scheduled to be used by CYBA. The details of this reservation mechanism will be set out in any lease agreement.

11. *Advertising Opportunities.* County and CYBA will develop an advertising policy and a revenue splitting program for the facility. The revenue splitting program will contemplate splitting revenues between the parties after the revenues exceed the agreed-upon expenses incurred by CYBA that relate to operating the facility. County will retain the right of refusal for advertisers under the contemplated lease agreement.

12. *Non-Binding Memorandum of Understanding.* This Memorandum of Understanding evidences the intention and desire of County and CYBA to commit their time and financial resources to negotiate in good faith towards the development of the youth basketball venue to be located on the Site as generally described herein. This Memorandum of Understanding is not a binding agreement upon County or CYBA. The legal agreements reflecting the Project shall be set forth in definitive agreements subsequently negotiated, authorized and entered into by County and CYBA. Either County or CYBA shall have the ability to terminate such negotiations at any time. Each party shall bear its own expenses in connection with the negotiation of such definitive agreements.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year indicated below.

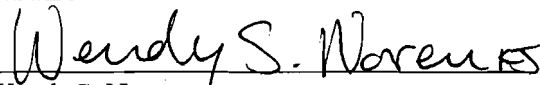
BOONE COUNTY COMMISSION



Kenneth M Pearson
Presiding Commissioner

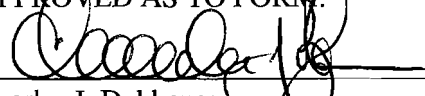
DATED: 4-20-2010

ATTEST:



Wendy S. Noren
Boone County Clerk

APPROVED AS TO FORM:

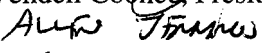


Charles J. Dykhouse
Boone County Counselor



**COLUMBIA YOUTH BASKETBALL
ASSOCIATION**


Wendell Coonce, President


Dated: 7/26/10

ATTEST:
