

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 10

County of Boone

} ea.

In the County Commission of said county, on the

11<sup>th</sup>

day of May

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 following budget amendment to establish a budget to provide a technical and regulatory review of the Hinkson Creek Total Max Daily Load Evaluation:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	71102	PW - D&C	Engineering Service	9,692	
2046	71101	PW - Stormwater	Professional Service		9,692.00
2046	03528	PW - Stormwater	Reimb Pers/Projects		4,846.00

Done this 11<sup>th</sup> day of May, 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

# REQUEST FOR BUDGET AMENDMENT

Return to Auditor's Office

Please do not remove staple.

## BOONE COUNTY, MISSOURI

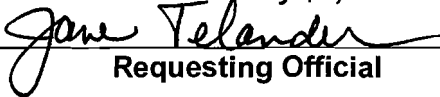
4/27/10

EFFECTIVE DATE

FOR AUDITORS USE

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Decrease	Increase
2 0 4 5	7 1 1 0 2	PW - D&C	Engineering Serv	\$9,692	
2 0 4 6	7 1 1 0 1	PW - Stormwater	Professional Serv		\$9,692
2 0 4 6	0 3 5 2 8	PW - Stormwater	Reimb Pers/Projects		\$4846

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): **Funding from D&C - Unanticipated Design (2045-71102) has been identified for transfer into Stormwater Professional Serv (2046-71101) to provide a technical and regulatory review of the Hinkson Creek Total Max Daily Load Evaluation. The University of MO agrees to share in the cost of this review and, by agreement, will reimburse the County \$4,846.00 of the total cost.**

  
 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

*Agenda*

  
 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.

**COOPERATIVE AGREEMENT**

THIS AGREEMENT, made and entered into this 21<sup>ST</sup> day of APRIL, 2010, by and between Boone County Missouri, a political subdivision of the State of Missouri, hereinafter "County;" and the Curators of the University of Missouri, a public corporation of the State of Missouri, hereinafter "University".

WITNESSETH:

WHEREAS, County and University are interested in procuring a technical and regulatory review of the Hinkson Creek Total Maximum Daily Load Evaluation; and

WHEREAS, the parties desire to cooperate in the procurement of said review; and

WHEREAS, both parties have the authority to enter into this Cooperative Agreement under the provisions of RSMo §70.220.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1) County will procure the technical and regulatory review contemplated in the proposal from Geosyntec Consultants, attached hereto and incorporated herein by reference, for a total cost to County in the amount of Nine Thousand Six Hundred and Ninety-Two Dollars (\$9,692.00).
- 2) University will reimburse County the sum of Four Thousand Eight Hundred and Forty Six Dollars (\$4,846.00) for said regulatory review within Sixty (60) days of the date of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly-authorized representative as of the date and year stated above.

**COUNTY OF BOONE:**

By: \_\_\_\_\_  
Kenneth M. Pearson, Presiding Commissioner  
Boone County, Missouri

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Wendy Noren, Clerk of the County Commission

# **Technical and Regulatory Review of the Hinkson Creek Total Maximum Daily Load Evaluation For Boone County, Missouri**

## **Project Scope of Services**

In 2004, Hinkson Creek, located near Columbia, Missouri was included on Missouri's 303(d) list because the Missouri Department of Natural Resources ('Department') determined aquatic life beneficial uses were not being attained. However, subsequent stream evaluations by the Department failed to identify a specific cause of the impairment. In 2009, the Department completed a draft Total Maximum Daily Load (TMDL) report concluding significant reductions in storm water runoff volume were needed to restore aquatic life uses in Hinkson Creek. The Department solicited public comments regarding the draft and subsequently revised their TMDL recommendations. The revised TMDL was recently released for public comment and, like the first report, concludes that reductions in storm water runoff volume will be needed to achieve aquatic life uses in Hinkson Creek. These conclusions may have significant ramifications on provisions in the Municipal Separate Storm Water (MS4) permit jointly held by Boone County, the City of Columbia, and the University of Missouri.

On behalf of Boone County ('County'), Geosyntec Consultants, Inc. ('Geosyntec') will evaluate the technical and regulatory defensibility of the draft TMDL developed for Hinkson Creek. In performing this evaluation, Geosyntec will complete the following tasks:

### **Task 1. Review Existing Data and Background Information.**

Geosyntec will review available data and background information to further project objectives. Available information may include ambient data collected by the Department, discharge monitoring reports, or data from previous stream evaluations or permitting efforts. Task 1 includes one project kick-off meeting to discuss project objectives and approach.

### **Task 2. Prepare Technical Comment Letter**

Geosyntec will review the merit and defensibility of the draft TMDL and summarize technical concerns within a comment letter that may be submitted by the County during the comment period. Task 2 includes one meeting to discuss Geosyntec's findings with the County prior to submittal of public notice comments.

### **Deliverable Summary**

Geosyntec proposes to conduct a technical review of the draft TMDL with respect to commonly accepted scientific methods and Clean Water Act requirements. A summary of Geosyntec's findings will be provided in a format amenable for use within a public notice comment letter. In addition, Geosyntec will prepare for, and attend, a maximum of two meetings with the County to facilitate development of the review letter and communicate identified concerns to the Department.

4/27/2010

FY 2010

Budget Amendments/Revisions

**Public Works - Design & Construction (2045)**

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/17/2010	2049	71450	PW - Administrati	Revenue Sharing		29,000	Cover the following costs: position stacking - increased civil engineer position 1 to professional civil engineer, computer hardware and software licenses upgrades for this position, and traffic counters omitted from original budget	
		2045	70050	PW - D & C	Software Service Contract	5,000			
		2045	92301	PW - D & C	Rplc Computer Hardware	1,000			
		2045	92300	PW - D & C	Rplc Mach & Equip	5,500			
		2045	10100	PW - D & C	Salaries & Wages	16,100			
		2045	10200	PW - D & C	FICA	1,230			
		2045	10325	PW - D & C	Disability	60			
		2045	10400	PW - D & C	Workers' Comp	110			
2	4/27/2010	2045	71102	D & C	Engineering Services		9,692	Establish budget to cover expense for study of Hinkson Creek Total Max Daily Load and reimb. from the University of Missouri for their portion	
		2046	71101	Stormwater Admin	Professional Services	9,692			
		2046	3528	Stormwater Admin	Reimb Personnel/Projects	4,846			

4/27/2010

FY 2010

Budget Amendments/Revisions

**Public Works - Stormwater Administration (2046)**

<u>Index #</u>	<u>Date Recd</u>	<u>Dept</u>	<u>Account</u>	<u>Dept Name</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	4/23/2010	2046	37210	Stormwater Admin	Training/Schools		200	Re-classify budgeted amounts to more appropriately reflect actual expenses.	
		2045	37000	Stormwater Admin	Dues	200			
		2045	37210	Stormwater Admin	Training/Schools		330		
		2045	37230	Stormwater Admin	Meals/Lodging		200		
		2045	37220	Stormwater Admin	Travel	530			
2	4/27/2010	2045	71102	D & C	Engineering Services		9,692	Establish budget to cover expense for study of Hinkson Creek Total Max Daily Load and reimb. from the University of Missouri for their portion	
		2046	71101	Stormwater Admin	Professional Services	9,692			
		2046	3528	Stormwater Admin	Reimb Personnel/Projects	4,846			

## Fund Statement - Road & Bridge Fund 204 and 208 Com

	2009 Actual	2010 Budget w/Adjustments
<b>REVENUES:</b>		
Property Taxes	\$ 1,232,417	\$ 1,197,900
Assessments	-	-
Sales Taxes	11,478,664	11,465,000
Franchise Taxes	-	-
Licenses and Permits	10,897	14,000
Intergovernmental	1,916,727	1,114,800
Charges for Services	60,144	75,671
Fines and Forfeitures	-	-
Interest	51,892	74,000
Hospital Lease	-	-
Other	4,747	1,000
<b>Total Revenues</b>	<b>14,755,488</b>	<b>13,942,371</b>
<b>EXPENDITURES:</b>		
Personal Services	3,683,095	3,787,789
Materials & Supplies	2,504,473	2,994,690
Dues Travel & Training	22,727	34,750
Utilities	82,611	101,660
Vehicle Expense	523,829	665,150
Equip & Bldg Maintenance	306,488	379,720
Contractual Services	8,012,856	8,367,700
Debt Service (Principal and Interest)	-	-
Emergency	-	310,000
Other	(64,837)	20,535
Fixed Asset Additions	675,158	443,550
<b>Total Expenditures</b>	<b>15,746,400</b>	<b>17,105,544</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(990,912)</b>	<b>(3,163,173)</b>
<b>OTHER FINANCING SOURCES (USES):</b>		
Transfer In	-	-
Transfer Out	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	27,198	53,000
Proceeds of Long-Term Debt	-	-
Retirement of Long-Term Debt	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>27,198</b>	<b>53,000</b>
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)</b>	<b>(963,714)</b>	<b>(3,110,173)</b>
<b>FUND BALANCE (GAAP), beginning of year</b>	9,043,410	9,043,410
Less encumbrances, beginning of year	(1,340,571)	(1,622,614)
Add encumbrances, end of year	1,622,614	1,622,614
<b>FUND BALANCE (GAAP), end of year</b>	<b>\$ 8,361,739</b>	<b>\$ 5,933,237</b>
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>		
Reserved:		
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-
Debt Service/Restricted Assets	-	-
Prior Year Encumbrances	1,622,614	1,622,614
Designated:		
Capital Project and Other	1,039,400	1,039,400
<b>Total Fund Balance Reserves and Designations, end of year</b>	<b>2,662,014</b>	<b>2,662,014</b>
<b>FUND BALANCE, end of year</b>	<b>8,361,739</b>	<b>5,933,237</b>
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	<b>(2,662,014)</b>	<b>(2,662,014)</b>
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	<b>\$ 5,699,725</b>	<b>\$ 3,271,223</b>
<b>Percent of expenditures</b>	<b>36.20%</b>	<b>19.12%</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 11<sup>th</sup> day of May 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 agreement between Boone County, Missouri and the Curators of the University of Missouri to procure a technical and regulatory review of the Hinkson Creek Total Maximum Daily Load Evaluation. 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 11<sup>th</sup> day of May, 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



**COOPERATIVE AGREEMENT**

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of APRIL, 2010, by and between Boone County Missouri, a political subdivision of the State of Missouri, hereinafter "County;" and the Curators of the University of Missouri, a public corporation of the State of Missouri, hereinafter "University".

WITNESSETH:

WHEREAS, County and University are interested in procuring a technical and regulatory review of the Hinkson Creek Total Maximum Daily Load Evaluation; and

WHEREAS, the parties desire to cooperate in the procurement of said review; and

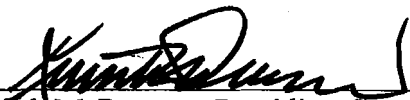
WHEREAS, both parties have the authority to enter into this Cooperative Agreement under the provisions of RSMo §70.220.

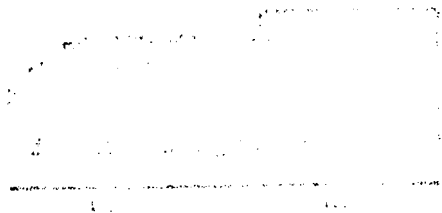
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- 2) University will reimburse County the sum of Four Thousand Eight Hundred and Forty Six Dollars (\$4,846.00) for said regulatory review within Sixty (60) days of the date of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly-authorized representative as of the date and year stated above.

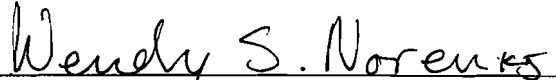
**COUNTY OF BOONE:**

By:   
Kenneth M. Pearson, Presiding Commissioner  
Boone County, Missouri



Dated: May 11, 2010

ATTEST:

  
Wendy Noren, Clerk of the County Commission

# **Technical and Regulatory Review of the Hinkson Creek Total Maximum Daily Load Evaluation For Boone County, Missouri**

## **Project Scope of Services**

In 2004, Hinkson Creek, located near Columbia, Missouri was included on Missouri's 303(d) list because the Missouri Department of Natural Resources ('Department') determined aquatic life beneficial uses were not being attained. However, subsequent stream evaluations by the Department failed to identify a specific cause of the impairment. In 2009, the Department completed a draft Total Maximum Daily Load (TMDL) report concluding significant reductions in storm water runoff volume were needed to restore aquatic life uses in Hinkson Creek. The Department solicited public comments regarding the draft and subsequently revised their TMDL recommendations. The revised TMDL was recently released for public comment and, like the first report, concludes that reductions in storm water runoff volume will be needed to achieve aquatic life uses in Hinkson Creek. These conclusions may have significant ramifications on provisions in the Municipal Separate Storm Water (MS4) permit jointly held by Boone County, the City of Columbia, and the University of Missouri.

On behalf of Boone County ('County'), Geosyntec Consultants, Inc. ('Geosyntec') will evaluate the technical and regulatory defensibility of the draft TMDL developed for Hinkson Creek. In performing this evaluation, Geosyntec will complete the following tasks:

### **Task 1. Review Existing Data and Background Information.**

Geosyntec will review available data and background information to further project objectives. Available information may include ambient data collected by the Department, discharge monitoring reports, or data from previous stream evaluations or permitting efforts. Task 1 includes one project kick-off meeting to discuss project objectives and approach.

### **Task 2. Prepare Technical Comment Letter**

Geosyntec will review the merit and defensibility of the draft TMDL and summarize technical concerns within a comment letter that may be submitted by the County during the comment period. Task 2 includes one meeting to discuss Geosyntec's findings with the County prior to submittal of public notice comments.

### **Deliverable Summary**

Geosyntec proposes to conduct a technical review of the draft TMDL with respect to commonly accepted scientific methods and Clean Water Act requirements. A summary of Geosyntec's findings will be provided in a format amenable for use within a public notice comment letter. In addition, Geosyntec will prepare for, and attend, a maximum of two meetings with the County to facilitate development of the review letter and communicate identified concerns to the Department.

**ATTACHMENT B**

**Project Budget  
Hinkson Creek TMDL Review**

**MS4 Co-Permittees: Boone County, City of Columbia, University of Missouri**

Professional Costs	Rate (\$/unit)	Unit	Number of Units per each Scope of Work		Totals	
			Task 1	Task 2	Total Units	Total Cost
Principal In-Charge	190	hour	2	2	4	\$760
Senior Project Hydrologist	162	hour	5	23	28	\$4,536
Senior Project Biologist	162	hour	5	23	28	\$4,536
Project Manager	145	hour	4	10	14	\$2,030
Senior Staff Hydrologist	108	hour	3	7	10	\$1,080
Regulatory Specialist	96	hour	3	12	15	\$1,440
Staff Professional	96	hour			0	\$0
Field Technician	84	hour			0	\$0
Project Assistant	52	hour	1	2	3	\$156
<b>Subtotal</b>			<b>\$3,244</b>	<b>\$11,294</b>	<b>102</b>	<b>\$14,538</b>
<i>Non-Professional Direct Costs:</i>						
Per Diem	40	day			0	\$0
Mileage	0.60	mile			0	\$0
Lodging	Direct					
Misc. Expenses	Direct					
Equipment Rental - Rh Sondes	590.00	week			0	\$0
Equipment Rental - DO Sondes	280.00	week				\$0
Equipment Rental - Pygmy Flow	70	day			0	\$0
<b>Subtotal</b>			<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Total</b>			<b>\$3,244</b>	<b>\$11,294</b>	<b>\$14,538</b>	<b>\$14,538</b>

Task 1: Review Existing Data and Background Information

Task 2: Prepare Comment Letter

**COOPERATIVE AGREEMENT**

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WITNESSETH:

WHEREAS, County and University are interested in procuring a technical and regulatory review of the Hinkson Creek Total Maximum Daily Load Evaluation; and

WHEREAS, the parties desire to cooperate in the procurement of said review; and

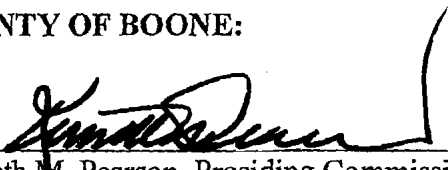
WHEREAS, both parties have the authority to enter into this Cooperative Agreement under the provisions of RSMo §70.220.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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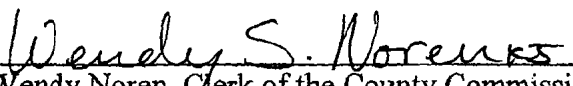
IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly-authorized representative as of the date and year stated above.

**COUNTY OF BOONE:**

By:   
Kenneth M. Pearson, Presiding Commissioner  
Boone County, Missouri

Dated: May 11, 2010

ATTEST:

  
Wendy Noren, Clerk of the County Commission



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**COUNTY OF BOONE:**

By: \_\_\_\_\_  
Kenneth M. Pearson, Presiding Commissioner  
Boone County, Missouri

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Wendy Noren, Clerk of the County Commission

## **Technical and Regulatory Review of the Hinkson Creek Total Maximum Daily Load Evaluation For Boone County, Missouri**

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**ATTACHMENT A**  
**GEOSYNTEC CONSULTANTS, INC.**

**2010 Rate Schedule**

Principal	190 \$/hr
Associate	180 \$/hr
Sr. Professional	162 \$/hr
Project Professional	145 \$/hr
Professional	125 \$/hr
Sr. Staff Professional	108 \$/hr
Staff Professional	96 \$/hr
Field Professional	84 \$/hr
Admin Assistant/Tech Word Processor	52 \$/hr
Direct Expense	Cost + 10%
Subcontracted Services	Cost + 12%
Communications Fee	3% of Professional Fees
Per Diem	46 \$/day
Photo Copies	.08 \$/per copy
Mileage	Current IRS Rate
Field Vehicle	85 \$/day
Expert Witness	250 \$/hr

Rates are provided on a confidential basis and are client and project specific.

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics,  
Consumer Price Index for All Urban Consumers.



240 -2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 11<sup>th</sup> day of May 20 10

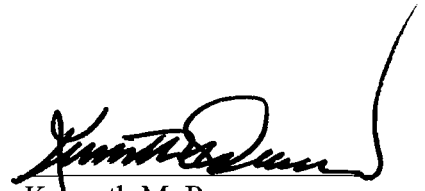
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Purchase – 95-123110SS – Concrete Bridge Deck Sealant with Sasco Pavement Coating, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said sole source form.

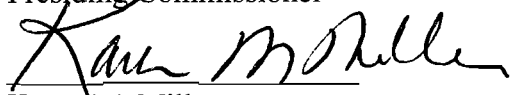
Done this 11<sup>th</sup> day of May, 2010.

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

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: May 4, 2010  
RE: Sole Source Purchase – 95-123110SS – Concrete Bridge Deck Sealant

The Public Works Department requests permission to utilize Sasco Pavement Coating, Inc. of Springfield, Missouri as a sole source vendor to purchase concrete bridge deck sealant.

Sasco is the approved MoDOT provider for the District that surrounds Boone County. Maco-deck is a polymer-penetrating concrete sealant used for sealing bridge decks from salt and other corrosive environmental contaminants. According to MoDOT, there are no other equal products available from other vendors

Attached is the sole source request form for signature submitted by the Public Works Department.

ATT Sole Source Request

cc: Greg Edington, PW  
Bid File

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut, Rm 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
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## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Public Works</b>
<b>Originating Office</b>
<b>Person Requesting</b>
<b>Date Requested</b>
<b>Contact Phone Number</b>

Greg Edington  
04/27/10  
573-449-8515

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

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt 05/13/10  
Signature Date

SOLE SOURCE NUMBER: 95-43311055  
(Assigned by Purchasing) 12311055

COMMISSION APPROVAL: [Signature] 05/11/2010  
Signature Date

Expiration Date: 20 through ON-GOING 20 One Time Purchase (check)

<b>Vendor Name</b>	Sasco Pavement Coating, Inc.
<b>Vendor Address</b>	718 Broadview Pl Springfield, MO 65802-7237
<b>Vendor Phone and Fax</b>	(417) 862-7237 - Phone
<b>Product Description</b>	Concrete bridge deck sealant
<b>Estimated Cost</b>	\$18.48/gal – treats approx 250 sq ft of deck * # of sq ft of concrete bridges in the County.
<b>Department/Account</b>	2040-26000
<b>Number(s) Invoices Will Be Paid</b>	

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

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

X Other - List (attach additional sheets if necessary)

MoDOT sole source – Sasco is the provider for the District that surrounds Boone County.

2. Briefly describe the commodity/material you are requesting and its function.  
Macro-deck is a polymer-penetrating concrete sealant used for sealing bridge decks from salt and other corrosive environmental contaminants. It has been tested by MoDOT and utilized by them.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.  
There are no other equal products available from other vendors – according to MoDOT.
4. What research has been done to verify this vendor as the only known source?  
Searched for comparable sealants and none could be found (Internet and MoDOT sources).
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?  
 Yes (please attach a list of known sources)  
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain. NO
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product? To be determined by the infrastructure engineer and manager of operations.
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s). N/A
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers. The material has never been purchase before.
10. What are the consequences of not securing this specific commodity/material?  
The Department will have to purchase another aftermarket brand of sealant that is NOT approved by MoDOT or the Department will NOT treat bridge decks as a form of preservation maintenance.
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary). N/A.
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director of Purchasing



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**To:** Susan Richison (884-0003)  
twitchells@missouri.edu

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** May 4, 2010

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

### **Concrete Bridge Deck Sealant from Sasco Pavement Coating for Boone County area**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Tuesday, May 11, 2010**. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

Insertion date: Thursday, May 6, 2010  
COLUMBIA MISSOURIAN

241-2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the

11<sup>th</sup> day of May

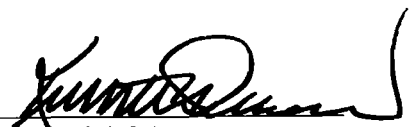
20 10

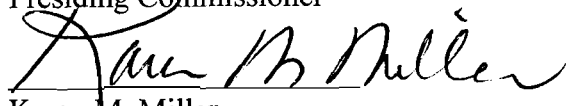
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 23-13Apr10- Street Sweeping Services Term and Supply to Contractors and Municipal Sweeping Service, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contract.

Done this 11<sup>th</sup> day of May, 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

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: April 19, 2010  
RE: 23-13APR10 – Street Sweeping Services

The Bid for 23-13APR10 – *Street Sweeping Services* closed on April 19, 2010. Two bids were received. Purchasing and Public Works recommend award to Contractors and Municipal Sweeping Service Inc for offering the lowest and best bid for Boone County.

This is a term and supply contract and invoices will be paid from departments 2040 – PW – Maintenance Operations and 2041 – Pavement Preservation, account 71100 – Outside Services and 70000 – Contractual Services. \$20,000 was budgeted for 2010.

cc: Darin Sapp, PW  
Contract File

COPY

## PURCHASE AGREEMENT FOR Street Sweeping Services Term and Supply

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_ 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Contractors and Municipal Sweeping Service, Inc.**, herein "Contractor".

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Street Sweeping Services Term and Supply**, County of Boone Request for Bid number **23-13APR10**, any applicable addenda, as well as the Contractor's bid response dated **April 6, 2010** and executed by **Nancy K. Sanders** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Bid Number **23-13APR10**, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **May 1, 2010 and extend through December 31, 2010** subject to the provisions for termination specified below. This agreement may be automatically renewed up to **four (4) additional one (1) year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.

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

Description	Initial Contract	1 <sup>st</sup> Renewal	2 <sup>nd</sup> Renewal	3 <sup>rd</sup> Renewal	4 <sup>th</sup> Renewal
	Period through 12/31/10	Period through 12/31/11	Period through 12/31/12	Period through 12/31/13	Period through 12/31/14
	Firm, Fixed Price Per Hourly Rate	Maximum Price Per Hourly Rate	Maximum Price Per Hourly Rate	Maximum Price Per Hourly Rate	Maximum Price Per Hourly Rate
Contractor Sweeping at Hourly Rate within Various Boone County Subdivisions and Roadways.	\$94.50	\$94.50	\$95.00	\$96.00	\$97.00
Mobilization (per call out)	\$75.00	\$75.00	\$80.00	\$80.00	\$85.00
<u>Add Alternate:</u> Daily Rate Haul Off Truck( 8 hrs)	\$576.00	\$576.00	\$600.00	\$600.00	\$608.00

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the



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

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

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

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

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

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

**CONTRACTORS AND MUNICIPAL SWEEPING SERVICES INC.**

by Nancy K Sanders  
NANCY K SANDERS  
title PRESIDENT

address P.O. Box 1621  
St. Peters Mo 63376

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

2040 / 71100 Term/Supply

Signature

Date

Appropriation Account