

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the February Adjourned

Term. 20 03

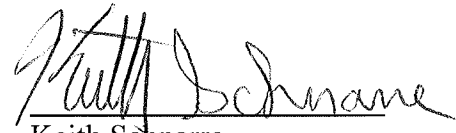
In the County Commission of said county, on the

20th day of February 20 03

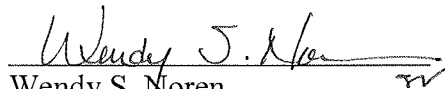
the following, among other proceedings, were had, viz:

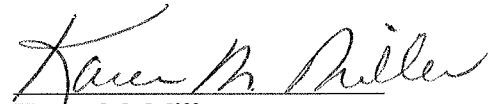
Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #1 for Bid 65-04DEC01 for Elevator Maintenance changing the company name from Millar Elevator Service Company to Schindler Elevator Corporation. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

Done this 20th day of February, 2003.


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


Marlene Ridgway
Buyer



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

70-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway 
RE: 65-04DEC01 – Elevator Maintenance
DATE: February 11, 2003

The Purchasing Department is requesting an amendment to the original contract to recognize the company name change from Millar Elevator Service Co. to Schindler Elevator Corporation. This change is effective immediately per the copy of the attached letter from Schindler Elevator Corporation.

Schindler Elevator Corporation

3640 Market Street
St. Louis, MO 63110-1218

Telephone: (314) 534-9010
Fax: (314) 534-9066

Internet: <http://www.us.schindler.com>

To whom it may concern:

January 27, 2003

RE: 65-04DEC01

I am writing this letter on behalf of Schindler Elevator Corporation. This is to state that we Schindler Elevator Corporation took over the company formally known as Millar Elevator Service Co. We will honor the set contract with your company for elevator maintenance. Our new location & phone number are as follows.

3640 Market Street
St. Louis, MO 63110
(314)534-9010
(314)534-9066 – Fax

If you have any questions please feel free to contact me at ext. 218.

Thank you,

Jennifer Kreutz
Jennifer Kreutz

Schindler



70-2003

RECEIVED
FEB 13 2003

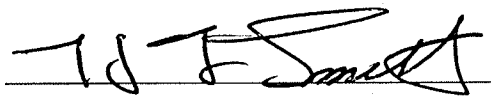
**CONTRACT AMENDMENT NUMBER ONE
SERVICE AGREEMENT FOR
ELEVATOR MAINTENANCE
Bid 65-04DEC01**

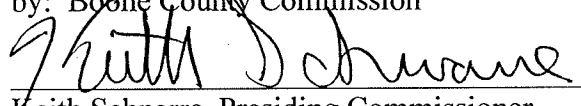
The Agreement dated January 10, 2001 made by and between Boone County, Missouri and Millar Elevator Service Company for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

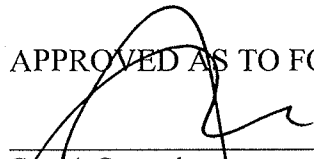
1. Acknowledge change of company name to Schindler Elevator Corporation.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

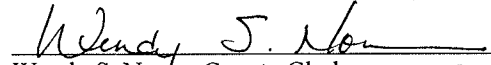
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

SCHINDLER ELEVATOR CORPORATION BOONE COUNTY, MISSOURI

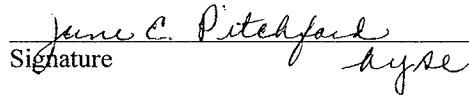
by 
title _____

by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

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

<u></u> Signature	<u>2/14/03</u> Date	Term & Supply 6100-60050 Appropriation Account
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**SERVICE AGREEMENT
FOR
ELEVATOR MAINTENANCE**

THIS AGREEMENT dated the 10th day of January 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Millar Elevator Service Company, 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 Service Agreement for Elevator Maintenance, County of Boone Request for Bid For Elevator Maintenance, bid number 65-04DEC01, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated December 3, 2001 and executed by Patricia Fitzhugh on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions and any applicable addenda shall prevail and control over the Contractor's bid response. The County accepts no exceptions or additions by the Contractor.

2. Contract Duration - This agreement shall commence on the January 1, 2002 for a one-year period which ends on December 31, 2002 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase / Service- The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Elevator Maintenance as described in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance 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.

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.

MILLAR ELEVATOR SERVICE COMPANY

BOONE COUNTY, MISSOURI

by Edward G. Tober
 title General Manager
 address 1735 Delmar Blvd
St Louis MO 63103

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

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Gene E. Patchford
 Signature by se

1/4/02
 Date

Term/Supply
 6100-60050 46,060
 Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

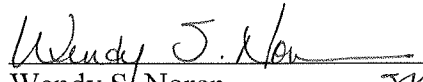
February Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 20th day of February 20 03
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Simplex/Grinnell Maintenance Agreement. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 20th day of February, 2003.

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

71-2003

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 7, 2003
RE: Simplex Grinnell Maintenance Agreement

Attached is a revised agreement with Simplex/Grinnell of Earth City, Missouri for a Life Safety Service agreement for alarms at the Boone County Jail to monitor and service existing Simplex fire alarm equipment. The sole source # is 16-123102 and the sole source approval was renewed by commission through 12-31-03.

The Facilities Maintenance department requests permission to continue to purchase this service from Simplex/Grinnell. Attached is the service agreement for approval and signature.

ATTACHMENT: Service Agreement

cc: Sole Source File
Ken Roberts, Facilities Maintenance

February 7, 2003

PURCHASE REQUISITION

RECEIVED

DATE

BOONE COUNTY, MISSOURI

3163

Simplex / Grinnell

VENDOR NO.

Dept CH 103420

Palatine

III

60055

3163

ADDRESS

CITY

STATE

ZIP

71-2003

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
 - Training
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution
 - Other (Explain):

(Enter Applicable Bid / Sole Source / Emergency Number)

16-123102 16-123102

Ship To Department # 6100

Bill To Department # 6100

Department	Account	Item Description	Qty	Unit Price	Amount
6 1 0 0	6 0 0 5 0	002 Fire Alarm service contract per The Inspection Plus Proposal			9428.50
CLERK'S OFFICE					
*DO NOT UNSTAPLE THESE PAGES					
*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.					

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

Logged

LIFE SAFETY SERVICE AGREEMENT

THIS AGREEMENT dated the 20 day of FEBRUARY 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SimplexGrinnell**.

IN CONSIDERATION of the parties performance of the mutual obligations set forth in this agreement, the parties agree to the following:

SCOPE OF WORK:

1. Life Safety Service Agreement provides maintenance for alarms at Boone County jail to monitor existing Simplex fire alarm equipment.

1.1. Test and Inspection: SimplexGrinnell trained technicians shall perform inspections and diagnostic tests for all accessible peripheral devices listed and currently connected to the facility life safety system. Test will be scheduled in advance with the Boone County Facilities Maintenance Manager

1.2. List of Equipment Located at the Boone County Jail:

Fire Alarm Suppression Detection Systems: Test and Inspect + Parts (non-peripheral, 24/7)	<u>Quantity</u>	<u>Frequency</u>
Addressable Control Panel (100 + Points)	1	Annual
Transponder or gathering panel (each)	3	Annual
Smoke Detector Functional Test (100% per year); Cleaning, and Sensitivity Test (50% per year)	406	Annual
Duct detector functional test (No sensitivity test)	11	Annual
Heat Detector (Heat Sensor Test)	24	Annual
Pull Station	11	Annual
Audible Visual Units (Horns, Strobes, Speakers)	54	Annual

1.3. Detector Cleaning for Fire Alarm and Detection Systems: To help minimize false alarms, and in accordance with NFPA, accessible smoke detection devices will be cleaned by SimplexGrinnell using manufacturer's recommended procedures at a rate of 50% annually. Devices may be dismantled to expose the smoke chamber (where applicable) and cleaned using soft cloth, lint brush, cotton swabs, suitable cleaning solution, or non-electrostatic vacuum. NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings.

1.4. Sensitivity Testing for Fire Alarm and Detection Systems: To ensure accuracy, and in accordance with NFPA guidelines, sensitivity testing shall be performed by SimplexGrinnell on smoke detectors at a rate of 50% annually. Testing shall be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and if necessary, noted and recommended for

replacement. NOTE: Certain types of analog smoke sensors will automatically satisfy this requirement electronically.

1.5. Emergency Service Call and Labor: For products specified within this agreement, emergency service calls shall be provided at no additional charge.

1.6. 24-Hour/7-Day Service (Provided 24 hours a day, 7 days a week, including holidays):

1.7. Service includes labor, travel, and mileage charges for repairs associated with normal equipment failures. Emergency service will be provided within 24 hours of notification. This provision covers labor to troubleshoot and diagnose system problems, and the labor to replace failed devices.

1.8. Parts and Components Replacement – Panel Component Replacement for Listed Electronic Systems: Simplex Grinnell shall cover maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with system. Replacement of faulty wiring is not covered.

2. **Payment and Invoicing Requirements:** The County agrees to pay Simplex Grinnell a total amount of Nine Thousand Four Hundred Twenty-Eight Dollars and 50 Cents (\$9,428.50) for calendar year 2003.

2.1. All billing shall be invoiced to the Boone County Facilities Maintenance Department for service described in the scope of work. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges detailed within without written consent by the Boone County Commission.

2.2. Simplex Grinnell shall submit invoice(s) to the Boone County Facilities Maintenance Department, Ken Roberts, Manager, 601 E. Walnut, Room 205, Columbia, Missouri 65201.

2.3. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount. Simplex Grinnell shall retain documentation substantiating invoices for work performed and expenses billed in connection with the work performed under this agreement for a period of two years after work is concluded under this agreement and all such documentation shall be made available to the Auditor of Boone County or the County independent auditor upon reasonable advance notice for inspection and copying.

3. **Duration and Termination:** The term of this agreement shall be January 1, 2003 through December 31, 2003, and shall automatically renew each year thereafter unless either party terminates the Agreement as provided below.

3.1. This agreement may be terminated by either party upon ninety days advance written notice for any reason or upon five days written notice for cause 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 it is the opinion of the Boone County Commission that delivery of services are delayed or services delivered are not in conformity with scope of work or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.


3.2. In the event of termination, Simplex Grinnell shall provide only such services as are necessary to wind up Simplex Grinnell's activities on behalf of the County from the date termination notice is given to the date of termination, unless other services or activities are expressly authorized or approved by the Boone County Commission in writing. In the event of termination, Simplex Grinnell's compensation shall be prorated through the date of termination.

4. **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.

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

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

SIMPLEX GRINNELL

By:  _____

Title: DISTRICT MGR

BOONE COUNTY, MISSOURI

By: Boone County Commission


 _____

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

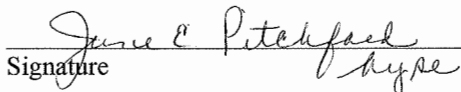
 _____
County Counselor

ATTEST:

 _____
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 by 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

2/14/03
Date

6100-60050 -\$9,428.500

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the February Adjourned

Term. 20 03


In the County Commission of said county, on the

20th day of February 20 03

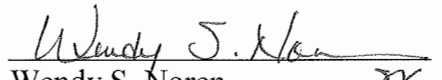
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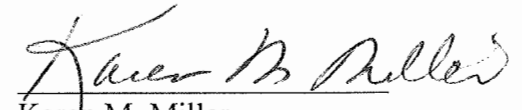
Now on this day, the County Commission of the County of Boone does hereby rescind the portion of Commission Order 65-2003 approving the General Consultant Service Agreement with Peckham and Wright.

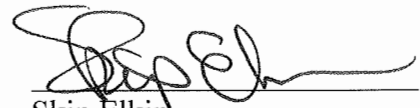
Done this 20th day of February, 2003.


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.

February Session of the February Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

20th day of February 20 03

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

Now on this day, the County Commission of the County of Boone does hereby accept the resignation of Michael C. Morrison from the City of Columbia/County of Boone Energy and Environmental Commission effective immediately.

Done this 20th day of February, 2003.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner


73-2003

Skip Elkin
District II Commissioner
805 E. Walnut
Columbia, MO 65201

Skip,

I would like to inform you that due to circumstances I am unable to attend meetings of the Columbia/Boone County Energy and Environmental Commission. I have decided to resign my position with the commission to allow another concerned Boone County citizen the opportunity to serve.

Sincerely,


Michael C. Morrison

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the February Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

20th day of February 20 03

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

Now on this day, the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds on Thursday, February 27, 2003 from 4:30 to 7:00 p.m. for a Pro American Rally sponsored by Zimmer Radio Group. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 20th day of February, 2003.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Keith Schuarre, Presiding Commissioner
Iren M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

74-2003

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: Pro America Rally

Date(s) of Use: February 27, 2003

Time of Use: From 4:30 a.m./p.m. thru 7:00 a.m./p.m.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws and ordinances in using Courthouse grounds.
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or replace or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds as specified in this application.

Name of Organization: Zimmer Radio Group

Organization Representative/Title: Shelley Tucker / News Director

Phone Number: 573-875-1099

Date of Application: February 18, 2003

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy J. Han
County Clerk

Keith Schuarre
County Commissioner

DATE: 20 FEB 2003

Post#	Date	# of pages
Fax No# R7673	2-18-03	1
To	<u>Shelley Tucker</u>	
Fax#	<u>874-3453</u>	
From	<u>Donna</u>	
Phone#	<u>886-4305</u>	