CERTIFIED COPY OF ORDER

 STATE OF MISSOURI
 July Session of the July Adjourned
 Term. 20 04

 County of Boone
 In the County Commission of said county, on the
 8th day of July
 20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 32-24JUN04 for the Scott Boulevard Improvement project to C. L. Richardson Construction Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 8th day of July, 2004.

Ide

Keith Schnarre Presiding Commissioner

Miller ane

271

-2004

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S. Noren

Boone County Purchasing

Alice Winkelman, CPPB Buyer



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

MEMORANDUM

TO:	Boone County Commission
FROM:	Alice Winkelman, CPPB
DATE:	June 29, 2004
RE:	32-24JUN04 – Scott Boulevard Improvement Project

The Public Works Department and the Purchasing Department have reviewed the bid responses received for the Scott Boulevard Improvement Project. We recommend award to CL Richardson for submitting the lowest bid.

The contract award is for \$546,648.40 with a contingency of \$54,664.84 for a total Purchase Order amount of \$601,313.24 for department 2045, account 71100. The original budget was \$550,000.00

The bid tabulation is attached for your review.

Att: Bid Tabulation

cc: David Mink, Public Works Bid File

				Emery Sa	app & Sons		APAC-N	liss	ouri		Steve & A	sso		CL Richardson				JC Industries			
	Base Bid Asphalt	Quantity	Unit	Unit Price	Ex. Total	Un	it Price	Ex	. Total	Un	it Price	Ex					Total				Total
5.1.	Mobilization	1	LS	No Bid	No Bid	\$	20,000.00	\$	20,000.00	\$	7,534.37	\$	7,534.37	\$	12,000.00	\$	12,000.00	\$	60,000.00	- section -	60,000.00
	Construction Staking	1	LS	No Bid	No Bid	\$	16,000.00	\$	16,000.00	\$	7,469.00	\$	7,469.00	\$	11,000.00	\$	11,000.00	\$	15,000.00	\$	15,000.00
	Traffic Control	1	LS	No Bid	No Bid	\$	3,200.00	\$	3,200.00	\$	3,518.53	\$	3,518.53	\$	4,200.00	\$	4,200.00	\$	10,000.00	\$	10,000.00
	Seed/Fertilize/Mulch	3		No Bid	No Bid	\$	1,995.00		5,985.00				10,408.83		685.00		2,055.00		2,500.00		7,500.00
	Topsoil	518		No Bid	No Bid	\$	15.75		8,158.50		17.36	\$			15.00		7,770.00		26.00		13,468.00
	Type I Ditch Checks	38		No Bid	No Bid	\$	99.75		3,790.50		116.04	\$	4,409.52		52.00		1,976.00		125.00		4,750.00
	Silt Fence	3,615	LF	No Bid	No Bid	\$	2.21	\$	7,989.15	\$	3.61	\$	13,050.15	\$	2.00	\$	7,230.00	\$	2.46	1	8,892.90
	Erosion Control													~	0.00		4 540 00		0.00		0 504 00
	Blanket	2,255	SY	No Bid	No Bid	\$	2.63	\$	5,930.65	\$	4.93	\$	11,117.15	\$	2.00	\$	4,510.00	\$	2.92	\$	6,584.60
	Tree & Brush			N- Did			10 000 00		10 000 00		10 405 70	•	10 405 70	¢	12 000 00		12 000 00	c	7,500.00	\$	7,500.00
	Removal Culvert Removal	3		No Bid No Bid	No Bid No Bid	\$	315.00		945.00			\$ \$	2.597.70		12,000.00 700.00		12,000.00	\$	1,000.00		3.000.00
		2,225		No Bid	No Bid	\$	2.10		4,672.50		1.89	· · ·	4,205.25		2.00		4,450.00	· ·	3.50	_	7,787.50
<u> </u>	Fence Removal	2,225		NO DIU		<u> </u> Ψ	2.10	Ψ.	4,072.30	4	1.09	Ψ.	4,203.20	ψ	2.00	Ψ	4,400.00	Ψ.	0.00	⊢ Ψ	1,101.00
	Fence Replacement	4 705	1.5	No Did	No Bid	\$	5.25	¢	9,266.25	¢	3.47	¢	6,124.55	¢	3.70	\$	6,530.50	¢	7.75	\$	13,678.75
	(In Kind)	1,765		No Bid	INO DIQ	1-D	0.20	Φ	9,200.25	φ.	5.47	P	0,124.55	ş	5.70	φ	0,000.00	4	1.15	μ.	13,070.75
	Temporary Fencing	440	LF	No Bid	No Bid	\$	5.25	\$	2,310.00	\$	4.63	\$	2,037.20	\$	2.60	\$	1,144.00	\$	10.00	\$	4,400.00
	Gate Removal &							ĺ													
	Replace (In Kind)	3	EA	No Bid	No Bid	\$	787.50	\$	2,362.50	\$	347.22	\$	1,041.66	\$	260.00	\$	780.00	\$	400.00	\$	1,200.00
	Brick Pillar Removal																				
	& Replacement	1	LS	No Bid	No Bid	\$	6,615.00	\$	6,615.00	\$	5,047.58	\$	5,047.58	\$	6,300.00	\$	6,300.00	\$	3,000.00	\$	3,000.00
	Asphalt Driveway																			1	
	Removal	27	SY	No Bid	No Bid	\$	6.85	\$	184.95	\$	93.47	\$	2,523.69	\$	6.50	\$	175.50	\$	19.00	\$	513.00
	Earth Excavation																				
	(Raw Cut)	17,067	CY	No Bid	No Bid	\$	4.20	\$	71,681.40	\$	5.01	\$	85,505.67	\$	4.00	\$	68,268.00	\$	7.00	\$	119,469.00
	Compacted Earth Fill																				
	(Raw)	9,673	CY	No Bid	No Bid	\$	3.68	\$	35,596.64	\$	4.08	\$	39,465.84	\$	3.50	\$	33,855.50	\$	2.75	\$	26,600.75
	4" Type 1 Crushed																				
	Stone Base	15,034	SY	No Bid	No Bid	\$	3.39	\$	50,965.26	\$	4.01	\$	60,286.34	\$	3.75	\$	56,377.50	\$	4.40	\$	66,149.60
	6" Gravel Driveway																				ŕ
	Reconstruction	378	SY	No Bid	No Bid	\$	7.65	\$	2,891.70	\$	7.20	\$	2,721.60	\$	8.00	\$	3,024.00	\$	15.30	\$	5,783.40
	7" Plant Mix																				
	Bituminous Course	14,646	SY	No Bid	No Bid	\$	12.60	\$	184,539.60	\$	14.58	\$	213,538.68	\$	12.60	\$	184,539.60	\$	14.50	\$	212,367.00
	2" Type C-1 Asphaltic																				
	Concrete Surface																				
	Course	14,646	SY	No Bid	No Bid	\$	4.35	\$	63,710.10	\$	5.03	\$	73,669.38	\$	4.35	\$	63,710.10	\$	5.00	\$	73,230.00

				Sapp & Sons	APAC-N	liss	ouri	Steve & A	sso	ociates	CL Rick	narc	lson	JC Industries			
7" Plant Mix Bituminous Course (Driveway Apron)	904	SY	No Bid	No Bid	\$ 19.70	\$	17,808.80	\$ 22.80	\$	20,611.20	\$ 19.70	\$	17,808.80	\$	22.25	\$	20,114.00
2" Type C-1 A.C. Surface Course (Driveway Apron)	904		No Bid	No Bid	\$ 8.10	\$	7,322.40	\$ 9.38	\$	8,479.52	\$ 8.10	\$	7,322.40	\$	10.00	\$	9,040.00
Type 2 Rip Rap Apron w/ Filter Fabric	12	CY	No Bid	No Bid	\$ 57.00	\$	684.00	\$ 72.56	\$	870.72	\$ 40.00	\$	480.00	\$	50.00	\$	600.00
Ditch Outlet (Type 2)	6	FA	No Bid	No Bid	\$ 195.00	\$	1,170.00	\$ 276.60	s	1,659.60	\$ 130.00	\$	780.00	s	350.00	\$	2,100.00
15" Corrugated Metal Pipe	44		No Bid	No Bid	\$ 74.46					2,404.60	 24.50	\$	1,078.00			\$	1,232.00
24" Corrugated Metal Pipe	153	LF	No Bid	No Bid	\$ 58.31	\$	8,921.43	\$ 41.47	\$	6,344.91	\$ 30.50	\$	4,666.50	\$	30.00	\$	4,590.00
18" Reinforced Concrete Pipe	108	LF	No Bid	No Bid	\$ 45.77	\$	4,943.16	\$ 57.25	\$	6,183.00	\$ 38.00	\$	4,104.00	\$	35.00	\$	3,780.00
36" Reinforced Concrete Pipe	84	LF	No Bid	No Bid	\$ 81.70	\$	6,862.80	\$ 102.12	\$	8,578.08	\$ 67.00	\$	5,628.00	\$	55.00	\$	4,620.00
15" CMP Flared End Section w/Toe Wall	4	EA	No Bid	No Bid	\$ 457.27	\$	1,829.08	\$ 565.32	\$	2,261.28	\$ 220.00	\$	880.00	\$	200.00	\$	800.00
 24" CMP Flared End Section w/Toe Wall	10	EA	No Bid	No Bid	\$ 460.23	\$	4,602.30	\$ 507.55	\$	5,075.50	\$ 260.00	\$	2,600.00	\$	250.00	\$	2,500.00
18" RCP Flared End Section w/Toe Wall	2	EA	No Bid	No Bid	\$ 6,400.58	\$	12,801.16	\$ 1,205.54	\$	2,411.08	\$ 480.00	\$	960.00	\$	525.00	\$	1,050.00
36" RCP Flared End Section w/Toe Wall	2	EA	No Bid	No Bid	\$ 1,595.90	\$	3,191.80	\$ 2,143.33	\$	4,286.66	\$ 935.00	\$	1,870.00	\$	1,000.00	\$	2,000.00
Signage & Pavement Marking	1		No Bid	No Bid	\$ 3,829.03	\$	3,829.03	\$ 4,629.64		4,629.64	\$ 4,475.00	\$	4,475.00	\$	5,000.00	\$	5,000.00
Bid Total			No Bid	No Bid		\$	596,636.90		\$6	652,486.69		\$	546,648.40			\$	728,300.50

				Emery Sa	app & Sons	APAC-N	lissouri	Steve & A	ssociates	CL Rick	nardson		JC Inc	ustries
	Base Bid Concrete													
	Description	Quantity	Unit	Unit Price	Ex. Total	Unit Price	Ex. Total	Unit Price	Ex. Total	Unit Price	Ex. Total	Uni	t Price	Ex. Total
5.1.	Mobilization	1	LS	\$27,500.00	\$ 27,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	40,000.00	\$ 40,000.00
	Construction Staking	1	LS	\$12,000.00	\$ 12,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		15,000.00	\$ 15,000.00
	Traffic Control	1	LS	\$ 6,850.00	\$ 6,850.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	10,000.00	\$ 10,000.00
	Seed/Fertilize/Mulch	3	AC	\$ 740.00	\$ 2,220.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	2,500.00	\$ 7,500.00
	Topsoil	518	CY	\$ 12.75	\$ 6,604.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	26.00	\$ 13,468.00
	Type I Ditch Checks	38	EA	\$ 60.00	\$ 2,280.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	125.00	\$ 4,750.00
	Silt Fence	3,615	LF	\$ 2.15	\$ 7,772.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	2.46	\$ 8,892.90
	Erosion Control Blanket	2,255	SY	\$ 2.10	\$ 4,735.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	2.92	\$ 6,584.60
	Tree & Brush Removal	1	LS	\$12,000.00	\$ 12,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	7,500.00	\$ 7,500.00
	Culvert Removal	3	EA	\$ 710.00	\$ 2,130.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	1,000.00	\$ 3,000.00
	Fence Removal	2,225	LF	\$ 1.70	\$ 3,782.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	3.50	\$ 7,787.50
	Fence Replacement (In Kind)	1,765	LF	\$ 4.00	\$ 7.060.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	7.75	\$ 13,678.75
	Temporary Fencing	440	LF			No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	10.00	\$ 4,400.00
	Gate Removal &			<u> </u>	+ 1,201100		110 -10					Ť		
	Replace (In Kind)	3	EA	\$ 225.00	\$ 675.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	400.00	\$ 1,200.00
	Brick Pillar Removal & Replacement	1	LS	\$ 3,400.00	\$ 3,400.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	3,000.00	\$ 3,000.00
	Asphalt Driveway Removal	27	SY	\$ 9.00	\$ 243.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	19.00	\$ 513.00
	Earth Excavation (Raw Cut)	16,627	СҮ	\$ 5.00	\$ 83,135.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	7.00	\$ 116,389.00
	Compacted Earth Fill (Raw)	10,060	СҮ	\$ 0.45	\$ 4,527.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	2.75	\$ 27,665.00
	4" Type 1 Crushed Stone Base	15,034	SY	\$ 3.40	\$ 51,115.60	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	4.40	\$ 66,149.60
	6" Gravel Driveway Reconstruction	378	SY	\$ 10.25	\$ 3,874.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	15.30	\$ 5,783.40
	7" P.C. Concrete Street Pavement	14,646			\$ 252,643.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	38.65	\$ 566,067.90
	6" P.C. Concrete Paved Driveway Apron	904	SY		\$ 28,928.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	42.00	\$ 37,968.00

			Emery S	app & Sons	APAC-N	Aissouri	Steve & A	ssociates	CL Ric	hardson		JC Ind	ustries
Type 2 Rip Rap Apron w/ Filter Fabric	12	СҮ	\$ 57.50	\$ 690.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	50.00	\$ 600.
Ditch Outlet (Type 2)	6	EA	\$ 135.00	\$ 810.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	350.00	\$ 2,100.
15" Corrugated Metal Pipe	44	LF	\$ 33.00	\$ 1,452.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	28.00	\$ 1,232.
24" Corrugated Metal Pipe	153	LF	\$ 40.00	\$ 6,120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	30.00	
18" Reinforced Concrete Pipe	108	LF	\$ 42.00	\$ 4,536.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	35.00	
36" Reinforced Concrete Pipe	84	LF	\$ 75.00	\$ 6,300.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	55.00	
15" CMP Flared End Section w/Toe Wall	4	EA	\$ 575.00	\$ 2,300.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	200.00	\$ 800.
24" CMP Flared End Section w/Toe Wall	10	EA	\$ 775.00	\$ 7,750.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	250.00	\$ 2,500.
18" RCP Flared End Section w/Toe Wall	2		\$ 1,000.00		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	525.00	
36" RCP Flared End Section w/Toe Wall	2	EA	\$ 1,925.00		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	1,000.00	
Signage & Pavement Marking	1	1	\$ 3,725.00		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$	5,000.00	
Bid Total		-		\$ 564,263.35	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid			\$ 995,569.
Qualification	DDE	A.C.	State State State	Yes		No Response		Yes		Yes	Cost.		Yes
Anti-Collusion S				Yes		Yes		Yes		Yes			Yes
Signature & I				Yes		Yes		Yes		Yes			Yes
Bidders Acknow				Yes		No Response		Yes		Yes			Yes
Bid Bon	d			Yes		Yes		Yes		Yes			Yes

No Bid

6/29/04		PURCHASE REQUISI	
DATE	\sim	BOONE COUNTY, MIS	SOURI
2180	C. L. Richardson C	onstruction	
VENDOR NO.	VENDOR NAME		PHONE #
	ADDRESS	CITY	STATE ZIP
			271-2004
		BID DOCUMENTATION completed to demonstrate compliance with statutory b SMo 50.660, 50.753-50.790, and the Purchasing Manua	

Keler to KSMO 50.000, 50.753-50.75	o, and the Purchasing Manual—Section 5
 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 Pub/Subscriptions Dues Reguired Gov Payment Cooperative Agreement JUL 0 1 2004
#32-24JUN04 (Enter Applicable Bid / Sole Source / Emergency Number)	BOONE COUNTY AUDITOR

Bill To Department # 2045

Ship To Department # 2045

	Depa	rtme	nt		A	ccoi	unt		Item Description	Qty	Unit Price	Amount
2	0	4	5	7	1	1	0	0	Scott Blvd. Impovement Project	1	546648.4 0	546648.4 0
									10% Contingency		54664.84	54664.84
									Total			601313.2 4
								I	CLERK'S OFFICE			
								*D0	NOT UNSTAPLE THESE PAGES			
							1		TO WRITE THE			
								CON	E ONLY ACTION NEEDED IS TO WATTE THE MM ORDER # ON THE FORM AND RETURN TO DITOR'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.

<u> 6/35/07</u> n Requesting Official

Auditor Approval

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CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the <u>Boone County</u> <u>Commission</u> (hereinafter referred to as the Owner), and **C.L. Richardson Construction 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 32-24JUN04 Scott Boulevard Improvement Project Project No. 9778 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid for the amount of \$546,648.40.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- 1. Notice to Bidders
- 2. Bid Response
- 4. Statement of Bidders Qualifications
- 5. Instructions to Bidders
- 6. Bid Form

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

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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#32-24JUN04

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 Missoun.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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The Owner agrees to pay the Contractor in the amount:

Five Hundred Forty-Six Thousand Six Hundred Forty-Eight dollars and 40 cents (\$546,648.40)

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 $\frac{\beta}{2004}$ at Columbia, Missouri.

(Date)

COUNTY, MISSOURI

/ Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy Norfen, County Clerk

CONTRACTOR: C.L. Richardson Construction Co.

By:

Authorized Representative Signature

By: C.L. Richardson Authorized Representative Printed Name

Title: President

Approved as to begai Form:

John Patton Boohe County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

2045-71100 - \$546,648.40

7/1/04 lugse Date Appropriation Account ignature

NOTICE TO PROCEED

DATE:August 6, 2004TO:C.L. Richardson

ADDRESS: 15475 Highway 63 South Ashland, MO 65010

PROJECT: Bid Number 32-24 JUN 04 Scott Boulevard Road Reconstruction Project

You are hereby notified that the Contract Time under the above contract will commence on **August 11, 2004**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **45** working days.

All <u>inspections</u> for this project should be called in to the Design & Construction office at <u>449-8515</u>. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

271-2004

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

John P. Watkins II Project Development Manager

cc. County Clerk Purchasing Director R.O.W. Department Inspection Department Project File

Scott Blvd Road Project Pre-construction Meeting Minutes 9:00 a.m. July 29, 2004

Introductions

- 1. Boone County Public Works John Watkins, David Nichols, Allison Anderson, Wendy Lister, Darin Sapp, Keith Austin
- 2. Utilities Boone Electric Dave Tucker

Water #1 – Chad Henry

Centurytel - Dwayne Jones, Jeff Greenwood

- 3. Contractor C.L. Richardson John Dometrorch, Nathan Lacy and Darrly Durham
- 4. Sub-contractors Awaiting List

Scheduling, Submittals & Certifications

- 1. Contractor shall provide a project schedule. Adjust as necessary and re-submit accordingly. Awaiting List
- 2. 45 Working Days are allowed on this project.
- 3. Notice to proceed is authorized as of August 11, 204
- 4. Contractor shall provide a list of all employee contacts with description of responsibility and appropriate telephone numbers.
- 5. Contractor shall provide a list of all subs on job with same information as # 1 above.
- 6. Contractor shall submit all material certifications / shop drawings to BCPW for approval.
- 7. Contractor shall provide certified copies of weekly payroll reports.

Project Scope

- 1. Once Notice to Proceed has been issued, Contractors first major construction activities shall be to clear cut and rough grade the right of way. Once completed, the right of way shall be turned over to the utility companies for relocation of their facilities. Contractor may work during this period as long as it does not interfere with the utility companies activities.
- 2. Contractor shall be responsible for Traffic Control.
- 3. Contractor shall call Missouri One Call for utility locates.

Pay Estimates and Change-Orders

- 1. Contractor can submit bi-weekly payment requests. 10% must be retained until project closeout.
- 2. No changes shall be made from these plans or additional work assumed by contractor unless approved by the BCPW Department.
- 3. No payment will be made on any item that does not have an approved material certification.
- 4. Contractor must notify BCPW of any discrepancy in plans or potential conflicts once identified.

Discussion

- 1. Plan to start clearing on August 9. Due to weather, plan has now changed to August 11.
- 2. Plan to clear (about 1 week) then turn over to Utilities. Contractor is to coordinate all activities with the Utilities. County is to only get involved if there is a conflict or a clarification is requested.

Sign In

•

Scott Bvld. Road Project Pre-Con Meeting

9:00 a.m., July 29, 2004

Phone # Name 449-8515 Allison Anderson EBURGE SAYANT UNITASUES 886.3507 886.3605 Jeff Greenwood Chad Henri 449-8723 Keith Austin 8515 DAVE TUCKER (BOUNIE ELLET) 441-7236 657-9557 NATHAN LACY 657-9557 JOAN DOMETRORCH 449-8515 Slepher XE AAG-3515 864-3325

Boone County Public Works

John P. Watkins II Project Development Manager Design and Construction Division



5551 Highway 63 South Columbia MO 65201 (573)-449-8515 FAX (573)-875-1602 jwatkins@boonecountymo.org

PROJECT EXEMPTION CERTIFICATION FOR EXEMPT ENTITY CONSTRUCTION

Name Of Exempt Entity: Address: City/State/Zip: County of Boone 601 E. Walnut, 2nd Floor Columbia, Missouri 65201

Tax Identification Number:12464848

Project Identification Number: 9163

Project Bid Number: 32-24 JUN 04

Project Location And Description Of Project: Scott Boulvevard Road Reconstruction Project

Contractor:	C.L. Richardson Construction
Contract Date:	July 2004
Estimated Completion Date:	September 2004
Certificate Expiration Date:	September 2004

Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter.

This project exemption certificate does not allow contractors to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the contractor.

SIGNATURE OF AUTHORIZED AGENT:

OHN P. WATKINS II

BOONE COUNTY PUBLIC WORKS

272 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	July Session of the July Adjourned	Term. 20 ()4
County of Boone		
In the County Commission of said county, on the	8 th day of July	20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 34-14JUN04 for the Sale of Scrap Metal – Term and Supply to Central Metals Recycling. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 8th day of July, 2004.

Keith Schnarre

Presiding Commissioner

aren MAller

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST: Wendy S. Noren

Clerk of the County Commission

Boone County Purchasing

Alice Winkelman, CPPB Buyer



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

272-2004

MEMORANDUM

TO:	Boone County Commission
FROM:	Alice Winkelman, CPPB
DATE:	July 6, 2004
RE:	34-14JUN04 Sale of Scrap Metal Term and Supply

The bid for the Sale of Scrap Metal closed on June 14, 2004. Two bids were received. Purchasing and the Public Works department recommend award to Central Metals Recycling, the bidder offering the highest price per ton.

This is a Term and Supply contract. The funds received from the sale of scrap metal will be deposited in department 2049-Public Works Administration, account 3830.

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

Att: Bid Tabulation

cc: David Mink, Public Works Bid File

BID TABULATION FOR INVITATION FOR BID 34-14JUN04 - IFB Scrap Metal

		Miller Iron & Metal LLC	Central Metals Recycling
1.0	Base Bid - Vendor Pickup (Price per ton)	\$5.00	\$ 22.50
1.a	Alternate Bid - Boone County Deliver (Price per ton)	\$15.00	\$ 42.50
	Location of Vendor Facility	No Response	11923 Hwy 54E Mexico, Mo
2	Agree to Cooperative Purchasing? Yes/No	Yes	Yes
	Addendum	No	Yes

<u>No Bid</u>

Central States Refining Co.

PURCHASE AGREEMENT FOR THE SALE OF SCRAP METAL – TERM & SUPPLY

THIS AGREEMENT dated the <u>8</u> day of <u>JUL</u> 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Central Metal Recycling**, 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 the Sale of Scrap Metal Term & Supply, County of Boone Request for Bid for the Sale of Scrap Metal Term & Supply, bid number 34-14JUN04, Invitation for Bid, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated June 9, 2004. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Invitation for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on July 1, 2004 through December 31, 2004 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three additional six-month 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.

3. *Basic Services* - The County agrees to purchase from the Contractor and the Contractor agrees to purchase the County's Scrap Metal. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. *Delivery* - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

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

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

CENTR RECYCLING title address KICO MA APPRO TO FORM:

BOONE COUNTY, MISSOURI

tv Commission eith Presiding Commissioner

ATTEST: Wendy S. Noren, County Clerk

County Counselor

AUDITOR CERTIFICATION

In accordance with RSM0 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

2049-3830 Term & Supply (No Encumbrance Required)

no encumbran	er) leavin	1. 7	Required)	
Signature	bybe	Date	10101	App

Appropriation Account

Boone County Purchasing

Debbie Crutchfield Office Specialist



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

October 12, 2004

Robert Reed Central Metals Recycling 1193 Hwy 54 East Mexico, MO +63+6



RE: 34-14JUN04 - Sale of Scrap Metal - Term & Supply

Dear Mr. Reed:

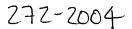
The County of Boone wishes to renew the above referenced contract. Confirming the letter dated October 1, 2004, you agree to renew the contract under the same terms and conditions as the original contract, which you indicated in your returned letter of intent. This contract renewal date will cover through July 31, 2005.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield Office Specialist

Cc Public Works Bid File Clerk's File Auditor



Boone County Purchasing

Kerry Patton Office Specialist



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

May 18, 2005

Robert Reed Central Metals Recycling 1193 Hwy 54 East Mexico, MO 65265

RE: # 34-14JUN04 - Sale of Scrap Metal - Term & Supply

Dear Mr. Reed:

The County of Boone wishes to renew Bid # 34-14JUN04 – Sale of Scrap Metal - Term & Supply. Confirming our letter dated May 11, 2005, you agree to renew the contract under the same terms and conditions as set in the original bid. The contract renewal period is August 1, 2005 through January 31, 2006.

Sincerely,

Kerry Patton Office Specialist

Cc:	Bid File
	Public Works
	Clerk File
	Auditor

272 -2004

27-3 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	July Session of the July Adjourned	Term. 20 ()4
County of Boone		
In the County Commission of said county, on the	8 th day of July	20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 41-22JUN04 for Upgrade and Maintenance of Video Arraignment Equipment to Integrated Solutions Group. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 8th day of July, 2004.

Keith Schnarre

Presiding Commissioner

OC. ares

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S. Noren

Boone County Purchasing

Melinda Bobbitt, CPPB Director



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

273-2004

MEMORANDUM

TO:	Boone County Commission
FROM:	Melinda Bobbitt, CPPB
DATE:	July 2, 2004
RE:	41-22JUN04 – Upgrade and Maintenance of Video Arraignment
	Equipment

The Bid for the Upgrade and Maintenance of Video Arraignment Equipment opened on June 22, 2004. Two bids were received. Purchasing and the Court House Information Technology department recommend award to Integrated Solutions Group for submitting the low bid.

The award is for the Base Bid for \$12, 700 and Alternate Bid One for annual maintenance of \$2,539 for a total contract price of \$15,239. The department number is 1230 - Jury Services and Court Costs and the account numbers are as follows:

	<u>Contract</u>	<u>Original Budget</u>
Account 60050 – Equipment Service Contract	\$2,539	\$4,795
Account 92301 - Replacement Computer Hardwar	re \$12,700	\$14,000

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

ATT: Bid Tabulation

cc: Melody Garnett, Court IT Bid File

÷.;

		Inter-	Tel Technologies, Inc.	Integra	ated Solutions Group, Inc.			
	Base Bid: Tandberg							
	2500 Codec See							
4.8.1.	section 2.2.	\$	13,960.00	\$	12,700.00			
	Alternate bid One:							
	Grand Total Annual							
	Maintenance							
4.8.2.	agreement	\$	3,795.00	\$	2,539.00			
	Alternate bid Two:							
	Grand Total Annual							
	Maintenance							
4.8.3.	agreement	\$	3,195.00	\$	2,206.00			
	Renewal Option: For							
	Alternate One or Two.							
4.8.4.	Yes/No		No		No			
	If no, indicate the							
	maximum % of							
	increase or decrease		\frown		\sim			
	for each renewal.							
	First Renewal %		0%	5%				
	Second Renewal %		3%		5%			
	Third Renewal %		3%		5%			
	Fourth Renewal %		5%		5%			
	Work to begin on							
	days after receipt of							
4.8.5.	Notice to Proceed		14 Days		15 Days			
	Work to be completed							
	on days after							
	receipt of Notice to							
4.8.6.	Proceed		16 Days		20 Days			
	Additional Response							
4.8.7.	Information							

			Int	ter-Tel Te In		ologies,	In	tegrated	ted Solutions Group Inc.		
4.8.8.	Maintenance Eq	uipme	ent Alternate Bid One								
	Court System Equip	Qty	Un	it Price	Ex	t Price	Uni	t Price	Ext I	Price	
4.8.8.1.	Modified MTI Controller	1	\$	50.00	\$	50.00	\$	150.00	\$	150.00	
4.8.8.2.	Panasonic Quad Unit Model # WJ-420	1	\$	50.00	\$	50.00	\$	65.00	\$	65.00	
4.8.8.3.	Crown Microphones. Phase Coherent cardioids	4	\$	50.00	\$	200.00	\$	12.00	\$	48.00	
4.8.8.4.	Model # WV-CP412 Serial # 73B17909, 73B17870, 63B12731	3	\$	50.00	\$	150.00	\$	100.00	\$	300.00	
4.8.8.5	Sony VCR Model # SVO-1420 Serial # 0507703	1	\$	25.00	\$	25.00	\$	20.00	\$	20.00	
4.8.8.6.	Infrared wire transmitter	1	\$	10.00	\$	10.00	\$	12.00	\$	12.00	
4.8.8.7.	Video Distribution Amp Model # SS-2100-6	1	\$	50.00	\$	50.00	\$	85.00	\$	85.00	
4.8.8.8.	Rack Mount	1	\$	25.00	\$	25.00	\$	12.00	\$	12.00	
4.8.8.9.	Roller Cast Assembly	1	\$	25.00	\$	25.00	\$	12.00	\$	12.00	
4.8.8.10.	13" Panasonic Monitors Model # 13"CT- 1384Y Serial # LB70730008	3	\$	58.00	\$	174.00	\$	50.00	\$	150.00	
4.8.8.11	27" Monitor Model # 27" CT-2785Y Serial # MC70900351	1	\$	176.00	\$	176.00	\$	75.00	\$	75.00	

			lr	nter-Tel Te	ch	nologies,	Integrated Solutions Group,			
				In	C.				Inc	C .
	Time Date ID									
4.8.8.12.	Generator Model # Crest TDG-2001	1	\$	25.00	\$	25.00	\$	75.00	\$	75.00
4.8.8.13	Remote Control	1	\$	30.00	\$	30.00	\$	12.00	\$	12.00
	Jail System Equipmen	t								
4.8.8.14.	Tandberg 2500 Codec Model # Tandberg 2500 Serial # 2014476	1	\$	1,000.00	\$	1,000.00	\$	900.00	\$	900.00
4.8.8.15.	20" Sony Monitor Model # KV-20FS100 Serial # 4276823	1	\$	125.00	\$	125.00	\$	60.00	\$	60.00
4.8.8.16.	Tandberg Camera	1	\$	600.00	\$	600.00	\$	185.00	\$	185.00
4.8.8.17.	6 mm Lens	1	\$	50.00	\$	50.00	\$	12.00	\$	12.00
4.8.8.18.	Microphone Model # AudioTechnica	1	\$	50.00	\$	50.00	\$	12.00	\$	12.00
4.8.8.19.	Speaker Assembly	1	\$	20.00	\$	20.00	\$	12.00	\$	12.00
4.8.8.20.	Steel Locking Cabinet	1	\$	50.00	\$	50.00	\$	12.00	\$	12.00
4.8.8.21.	Glass Mirror	1	\$	20.00	\$	20.00	\$	12.00	\$	12.00
4.8.8.22.	Remote Control	1	\$	30.00	\$	30.00	\$	12.00	\$	12.00
Bond I	nvestigation (break roo	m) E	qui	pment						
4.8.8.23.	JVC Monitor Model # 20" AV-20920 Serial # 12319122	1	\$	125.00	\$	125.00	\$	60.00	\$	60.00
4.8.8.24.	Tandberg Camera Model # WV-CP410 Serial # 72B21778	1	\$	600.00	\$	600.00	\$	185.00	\$	185.00
4.8.8.25.	Shure Microflex mic Cardiod Condenser Model # MX393/C	1	\$	55.00	\$	55.00	\$	25.00	\$	25.00

			Int	er-Tel Te	ch	nologies,	Integrated Solutions Group,			
				In	IC.				ln	с.
4.8.8.26.	Speaker Assembly MTX Blueprint Serial # WR5W	1	\$	10.00	\$	10.00	\$	12.00	\$	12.00
4.8.8.27	Wood Locking Cabinet	1	\$	50.00	\$	50.00	\$	12.00	\$	12.00
4.8.28.	Glass Mirror	1	\$	20.00	\$	20.00	\$	12.00	\$	12.00
Total	(4.8.8.1 through 48.8. Ext. Column)	.27.	\backslash	\prec	\$	3,795.00	\sum	\prec	\$	2,539.00
Renewal P	Period One:									
4.8.8.29.	Tandberg 2500 Codec (located in Court System)	1			\$	1,000.00	\$			900.00
	Total (Total + Renewa		iod (One)	Ψ_	1,000.00	Ψ		\$	3,439.00
					\$	4,795.00			Ť	0,100100
4.8.9. Mair	ntenance Equipment for	Alte	rnate	e Bid Two	5					
	Court System Equipm									
4.8.9.1.	Modified MT1 Controller	1	\$	50.00	\$	50.00	\$	150.00	\$	150.00
4.8.9.2.	Panasonic Quad Unit Model # WJ-420	1	\$	50.00	\$	50.00	\$	65.00	\$	65.00
4.8.9.3.	Crown Microphones Phase coherent cardioids	4	\$	50.00	\$	200.00	\$	12.00	\$	48.00
4.8.9.4.	Panasonic Cameras Model # WV-CP412 Serial #'s 73B17909,73B1787, 62B21731	3	\$	50.00	\$	150.00	\$	100.00	\$	300.00
4.8.9.5.	Sony VCR Model # SVO- 1420 Serial # 0507703	1	\$	25.00	\$	25.00	\$	20.00	\$	20.00

Bid Tabulation 41-22JUN04 - Upgrade and Maintenance of Video Arraignment Equipment

		[Ir	nter-Tel Te	chr	nologies,	In	tegrated	Sol	utions Group,
				In	C.				Inc	C.
	Infrared wire									
4.8.9.6.	transmitter	1	\$	10.00	\$	10.00	\$	12.00	\$	12.00
4.8.9.7.	Model # SS-2100-6	1	\$	50.00	\$	50.00	\$	85.00	\$	85.00
4.8.9.8	Rack Mount	1	\$	25.00	\$	25.00	\$	12.00	\$	12.00
4.8.9.9.	Roller Cast Assembly	1	\$	25.00	\$	25.00	\$	12.00	\$	12.00
	Time Date ID									
	Generator Model # Crest									
4.8.9.10.	TDG-2001	1	\$	25.00	\$	25.00	\$	75.00	\$	75.00
4.8.9.11.	Remote Control	1	\$	30.00	\$	30.00	\$	12.00	\$	12.00
Jail Systen	n Equipment									
	Tandberg 2500 Codec									
	Model # Tandberg 2500									
4.8.9.12.	Serial # 2014476	1 1	\$	1,000.00	\$	1,000.00	\$	900.00	\$	900.00
4.8.9.13.	Tandberg Camera		\$	600.00	\$	600.00	\$	185.00	\$	185.00
4.8.9.14.	6 mm Lens	1	\$	50.00	\$	50.00	\$	12.00	\$	12.00
	Microphone Model #									
4.8.9.15.	AudioTechnica	1	\$	50.00	\$	50.00	\$	12.00	\$	12.00
4.8.9.16.	Speaker Assembly	1	\$	20.00	\$	20.00	\$	12.00	\$	12.00
4.8.9.17.	Steel Locking Cabinet	1	\$	50.00	\$	50.00	\$	12.00	\$	12.00
4.8.9.18.	Glass Mirror	1	\$	20.00	\$	20.00	\$	12.00	\$	12.00
4.8.9.19	Remote Control	1	\$	30.00	\$	30.00	\$	12.00	\$	12.00
Bond I	nvestigation (break roo	m) E	qui	<u>pment</u>						
	Tandberg Camera									
	Model # WV-CP410 Serial #									
4.8.9.20.	72B21778	1	\$	600.00	\$	600.00	\$	185.00	\$	185.00
	Shure Microflex mic									
	Cardiod Condenser	1								05.00
4.8.9.21.	Model # MX393/C		\$	55.00	\$	55.00	\$	25.00	\$	25.00
4.8.9.22.	Speaker Assembly MTX Blueprint Serial # WR5W	1	\$	10.00	\$	10.00	\$	12.00	\$	12.00
4.8.9.22.		1	⇒ \$	50.00	\$	50.00	\$	12.00	\$	12.00
4.8.9.23.	Wood Locking Cabinet		φ	50.00	Þ	50.00	ĮΦ	12.00	φ	12.00

41-22JUN04 - Upgrade and Maintenance of Video Arraignment Equipment

		Inte	er-Tel Te	chi	nologies,	Integrated Solutions Group,				
			In	IC.				Inc.		
Glass Mirror	1	\$	20.00	\$	20.00	\$	12.00	\$	12.00	
Remote Control	1	\$	-			\$	12.00	\$	12.00	
· •	.25.	\geq	<	\$	3.195.00	\geq	\prec	\$	2,206.00	
eriod One:										
Tandberg 2500 Codec (located in Court										
System)	1			\$	1,000.00	\$			900.00	
Total (Total + Renewa	al Per	iod O	ne)	\$	4,195.00			<u>\$</u>	3,106.00	
References			Y	es				Yes		
Statement of Bidders Qualifications		Yes					Yes			
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	 Bid /RFP (enter # below) Sole Source (enter # below) Emergency Procurement (enter # below) Written Quotes (3) attached (>\$750 to \$4,4 <\$750 No Bids Required (enter bid # below from a bid, even if this purchase is <\$750) Professional Services (see Purchasing Pol 								\$4,4 elow 50)	if you are purchasing	you are purchasing C Refund Agen									
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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.

*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO

CLERK'S OFFICE

*DO NOT UNSTAPLE THESE PAGES

AUDITOR'S OFFICE.

TOTAL

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Requesting Official

Auditor Approval

15,239

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PURCHASE AGREEMENT

23

FOR

UPGRADE AND MAINTENANCE OF VIDEO ARRAIGNMENT EQUIPMENT

THIS AGREEMENT dated the day of <u>JULY</u> 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Integrated Solutions Group, 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 Upgrade and Maintenance of Video Arraignment Equipment, County of Boone Request for Bid, bid number 41-22JUN04, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Statement of Bidder's Qualifications, Prevailing Wage Order Number 10 and the Standard Terms and Conditions as well as the Contractor's bid response dated June 21, 2004 and executed by Terry Thornsberry on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Statement of Bidder's Qualifications, Prevailing Wage Order Number 10 and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration – The warranty and maintenance for the new equipment included on the Base Bid shall be effective for a period of one year. The warranty period will begin following installation completion and acceptance by the County. For the maintenance on the existing video arraignment equipment located at the County, the initial contact period for maintenance from Alternate Bid Number One shall be effective from July 1, 2004 through June 30, 2005. The maintenance agreement is subject to and may be renewed annually for four (4) additional one (1) year periods following expiration of the first contract period. The maximum percent increase the vendor may propose for each renewal period is 5%.

3. *Purchase* - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with equipment to include the Tandberg 2500 Codec with installation and training per section 2.2 of the bid for \$12,700. In addition, the County agrees to purchase the Annual Maintenance for existing equipment located at the County proposed in Alternate Bid One for \$2,539 per year. Items and service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Delivery – Contractor agrees that work will begin on this project 15 days after receipt of *Notice to Proceed*, and work will be completed 20 days after receipt of *Notice to Proceed*.

5. *Billing and Payment* - All billing shall be invoiced to the Boone County Court House Information Technology Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due. 6. *Binding Effect* - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

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

INTEGRATED SOLUTIONS GROUP

address

-1

BOONE COUNTY, MISSOURI

ommission Keith Schnarre, Presiding Commissioner

APPROVA O FORM: County Counselor

ATTEST: Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSM o 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.)

1230/600¢0 - \$2,539 1230/92301 - \$12,700

Signature June Pitchford by KF 7/2/2004 Date

Appropriation Account

An Affirmative Action/Equal Opportunity Institution

Boone County Purchasing

Kerry Patton Office Specialist



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

May 11, 2005

Ken Brownfield Integrated Solutions Group 1400Forum Boulevard, Suite 19B Columbia, Missouri 65203

RE: 41-22JUN04 - Upgrade and Maintenance of Video Arraignment Equipment

Dear Mr. Brownfield:

The County of Boone wishes to renew Bid # 41-22JUN04 – Upgrade and Maintenance of Video Arraignment Equipment. Confirming our letter dated April 29, 2005, you agree to renew the contract under the same terms and conditions as set in the original bid. The contract renewal period is July 1, 2005 through June 30, 2006.

Sincerely,

Kerry Patton Office Specialist

Cc: Bid File

An Affirmative Action/Equal Opportunity Institution

273-2004

CERTIFIED COPY OF ORDER

 STATE OF MISSOURI
 July Session of the July Adjourned
 Term. 20 04

 County of Boone
 In the County Commission of said county, on the
 8th day of
 July
 20 04

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

Now on this day the County Commission of the County of Boone does hereby approve the Hospital Services Agreement between Boone County and CH Allied Services, Inc. d/b/a Boone Hospital Center. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 8th day of July, 2004.

Keith/Schnarre

Presiding Commissioner

\$

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S. Noren ² Clerk of the County Commission

This agreement, dated the <u>14</u> day of <u>June</u>, 2004, is made by and between Boone County, Missouri, through its County Commission (hereafter "County"), the Sheriff of Boone County, Missouri (hereafter "Sheriff") and CH Allied Services, Inc., d/b/a Boone Hospital Center (hereafter "Hospital").

Whereas, Sheriff operates a jail pursuant to the requirements of state law as described in chapter 221 of the Missouri Revised Statutes, with such operation funded by County; and

Whereas, the Sheriff is responsible for arranging for medical care for persons who are in the custody of the Sheriff, to assure that the serious or imminent medical needs of these individuals are not neglected while they are in custody; and

Whereas, the Sheriff provides physician and nursing services at the County Jail through its annual general fund appropriations established by County to address the routine medical needs of inmates; and

Whereas, these on-site services at the County Jail may not meet the needs of inmates who require emergency medical services, including emergency care; and

Whereas, Hospital is an acute care hospital in Columbia, Missouri, that provides a range of medical services, including emergency care; and

Whereas, the Sheriff and County believe it is in the interests of the citizenry to establish a consistent approach for addressing the provision of medical services to inmates by the Hospital, specifically including the payment for these services;

Now Therefore, Sheriff, County and Hospital enter into this agreement (hereafter "Agreement"), which applies to medical services that are provided to individuals who are in the custody of the Sheriff (hereafter "Patients"). It is understood and agreed as follows:

- 1. When a Patient is brought to the Hospital by the Sheriff or his designee for emergency medical treatment, the Hospital will provide such emergency screening and stabilizing treatment as appear to be necessitated by the Patient's medical needs, consistent with the requirements of federal law (EMTALA).
- 2. The Sheriff through his employees shall determine during the booking process whether each inmate has health insurance on forms approved by Sheriff.
- 3. If the Sheriff advises the Hospital that a Patient has private insurance or is a beneficiary of the Medicare, Medicaid or other government health insurance program, or if there is good reason to believe that a Patient has sufficient financial resources to make payment directly, then the Hospital will assume responsibility for billing the appropriate insurer for the medical services that the Hospital has provided to the Patient. The Hospital will make best

efforts to collect for the cost of the Patient's medical care from the Patient or applicable third party payer.

- 4. If a Patient does not have any type of medical insurance, if a Patient is indigent and does not have the ability to pay, or if the Hospital is unable to collect for the Patient's medical services from the Patient or third party payers, despite making best efforts to collect from these sources, the County will compensate the Hospital for Patient services in accordance with the following understandings.
 - a. The Hospital will bill the Sheriff, and the County will compensate the Hospital, at a rate of 26% of the billed charges for medical services that are provided to Patients, subject to the annual appropriations that are made available for these purposes.
 - b. It is understood that this rate is comparable to payments that would be received by the Hospital from government payers (*e.g.* the Medicare and Medicaid programs).
 - c. This rate will apply to medical services provided in Fiscal Year 2003 and in the future, while this Agreement is in effect and until such time as it is modified or terminated.
- 5. It is understood that the amount that is billed to Sheriff and paid by County for Patient services that are provided by the Hospital will not exceed the usual and customary rate that is billed to other third party payers for the same services, including either government or private payers.
- 6. If a Patient requires medical services on a non-emergent basis, then the Sheriff must contact the Hospital and obtain its concurrence and the commitment of appropriate members of the Medical Staff to provide medical care to the Patient.
- 7. If a Patient is admitted to receive medical care of a non-emergent nature, then the same procedures will apply to obtaining payment for the services that are provided by the Hospital as apply to emergency treatment, in accordance with Section 4 above.
- 8. It is understood that this Agreement applies only to medical services that are provided by the Hospital, and that it does not cover the charges for physician services in the Emergency Department or any other physician services at the Hospital.
- 9. Either the County or the Hospital may terminate or seek to modify this Agreement at any time upon providing reasonable advance written notice to the other party. It will be assumed that thirty days' notice is reasonable notice.

CH ALLIED SERVICES, INC/ d/b/a/BOONE HOSPITAL CENTER by: Mike Shirk, President & SEO date:

BOONE COUNTY, MISSOURI nane by: Keith Schnarre, Presiding Commissioner Boone County Commission

7-8-06 date:

ATTEST:

5v Wendy S. Noren, County Clerk

SHERIFF OF BOONE COUNTY, MISSOURI

by: _ Ted Boehm, Sheriff 6/2/04 date: APPROVED AS TO FORM: IA County Čounselor date

AUDITOR CERTIFICATION lun County Auditor (Term and Supply, no encumbrance required) Ø

date

275 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	July Session of the July Adjourned	Term. 20 ()4
County of Boone		
In the County Commission of said county, on the	8 th day of July	20 04

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

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

DEPARTMENT ACCOUNT	AMOUNT DECREASE	AMOUNT INCREASE
AND TITLE		
1170-70050: Information	\$1,246.00	
Technology – Software		
Service Contract		
1170-92302: Information		\$1,246.00
Technology – Computer		
Software		

Said budget revision is for the MULES software upgrade.

Done this 8th day of July, 2004.

A

Keith Schnarre Presiding Commissioner

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Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S. Noren

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MIS

7-1-04 FEECTIVE DATE

111 N 1 2004

FOR AUDITORS USE

								JUL 0 1 200.	275	-2001			
					BODNE COUNTY AUDITOR		(Use whole \$ amounts)						
												Transfer From	Transfer To
Department Account			Department Name	Account Name	Decrease	Increase							
1	1	7	0		9	1	3	0	2	Info Technology	Computer Software		\$1246.00
1	1	7	0		7	0	0	5	0	Info Technology	Software Svc Contract	\$1246.00	
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Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Mules Software - See attachment.

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

equesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE A schedule of previously processed Budget Revisions/Amendments is attached. Unencumbered funds are available for this budget revision. Comments:

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	Topyane
/ DRES	DING COMMISSIONER

DISTRICT & COMMISSIONER Revised 04/02

DISTRICT I COMMISSIONER



BOONE COUNTY Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER 801 E. Walnut, Room 221 Columbia, MO 65201-4890 573-886-4315

Michael H. Mallicoat

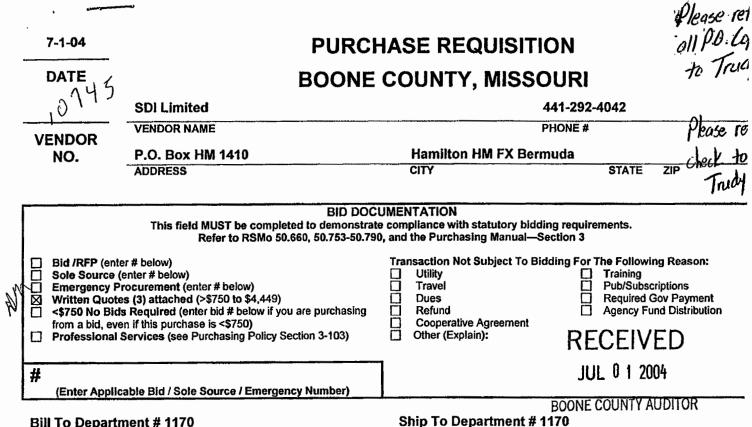
Director

- DATE: July 1, 2004
- TO: Keith Schnarre, Presiding Commissioner Karen Miller, District I Commissioner Skip Elkin, District II Commissioner
- FROM: Michael H. Mallicoat
- SUBJECT: Software for Accessing MULES
- cc: June Pitchford, County Auditor Sue Lake, Budget Analyst

The FBI has mandated changes for MULES access that require the use of software on each user's PC called TN3270 Plus. IT was notified of this mandate with very short lead time. MULES users in the Prosecuting Attorney's office and the Sheriff's department access this system for information critical to their daily operations. Rather than risk MULES access being cut off, IT went ahead and installed this software and trained the users before the imposed deadline.

This new software has provided more secure and stable connections to MULES. Users are pleased with the improved performance. Technical support requirements have been substantially reduced.

Since the cost was not budgeted in FY04, we are submitting a budget revision for 26 MULES users and one for technical support. The initial software cost is \$1,245.04 for licenses and 188.32 for the first years' maintenance. This will be covered from savings in the IT software services budget (70050), realized from unused GC AS/400 software maintenance.



Bill To Department # 1170

Unit Qty Price **Item Description** Amount Department Account 45.60 TN3270/Print/SSL Features - Licenses \$1185.6 \$177.8[,] TN3270/Print/SSL Features - Maintenance **TN3270 With All Features - License** \$59.4 \$10.4 **TN3270 With All Features - Maintenance** 1433[]

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.

Mike,

Auditor Approval

From:	"John Broughton" <pre>>proughtonjohn@rogers.com></pre>
То:	<agish@boonecountymo.org></agish@boonecountymo.org>
Date:	6/7/04 2:54PM
Subject:	Price quote : TN3270 Plus

Hello Aron:

As requested, here is your price quote for TN3270 Plus:

Product with maintenance/support:

26 X licenses with 3270/Print/SSL features x \$57.00 plus 15% year 1 maintenance less 20% competitive conversion discount = \$2,202.48 1 license with all features x \$76.00 plus 15% year 1 maintenance less 20% competitive conversion discount = \$69.92

Total = \$2,272.40

Product without maintenance/support: 42 licenses with 3270/Print/SSL features x \$57.00 less 20% competitive conversion discount = \$1,915.20 1 license with all features x \$76.00 less 20% competitive conversion discount = \$60.80

Total = \$1,976.00

Please fax your order to 509 692 6896 or by email to sales@sdisw.com or simply respond to this email with your acceptance.

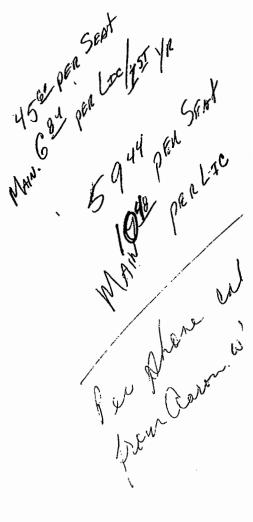
Thanks,

John

John Broughton SDI Limited PO Box HM 1410 Hamilton HMFX Bermuda sales@sdisw.com broughtonjohn@rogers.com www.sdisw.com Tel: 416 488 9303 Fax: 509 692 6896

CC:

<99032614564526@sdimail.demon.co.uk>



7/2/2004

FY 2004 Budget Amendments/Revisions Information Technology (1170) 2 07/02/04 9136

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91302Replacement Computer Software70050Software Service Contract

Software 1,246

Mules software licenses and mntc

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1,246

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276 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	July Session of the July Adjourned	Term. 20 ()4
County of Boone		
In the County Commission of said county, on the	8 th day of July	20 04

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

Now on this day the County Commission of the County of Boone does hereby set the Public Hearing for the Summers Lane Neighborhood Improvement District to be held at 9:15 a.m. on July 13, 2004 in the Commission Chambers of the Roger B. Wilson Boone County Government Center.

Done this 8th day of July, 2004.

Keith Schnarre

Presiding Commissioner

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Kareh M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST: Windy J. Mar

Wendy S. Noren Clerk of the County Commission