Term. 20

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

County of Boone

} ea.

In the County Commission of said county, on the

9th

day of December

20 04

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 MM43 for Hot Bituminous Asphalt Term and Supply as follows and authorize the Presiding Commissioner to sign said contracts:

Primary Supplier: APAC-Missouri, Inc.Secondary Supplier: Christensen Asphalt

- Secondary Supplier: Capital Quarries

Done this 9th day of December, 2004.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

Boone County Purchasing

Heather Turner, CPPB Buyer



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

501-2004

MEMORANDUM

TO:

Boone County Commission

FROM:

Heather Turner, CPPB

DATE:

November 18, 2004

RE:

MM43 Hot Bituminous Asphalt Term & Supply

The Bid for Hot Bituminous Asphalt Term and Supply was issued on October 14, 2004. The bid closed on November 3, 2004. Three bids were received. Upon completion of the bid evaluation, the Public Works and Purchasing Departments recommend award for the lowest and best bids in the following order. Please note Christensen Asphalt submitted a "no bid" for UPM Cold Mix while Capital Quarries submitted a "no bid" for everything except UPM Cold Mix. Therefore, Purchasing recommends awarding two secondary supplier contracts in order to have back-up contracts in place for all products.

Primary Supplier: APAC-Missouri, Inc. Secondary Supplier: Christensen Asphalt Secondary Supplier: Capital Quarries

The contract will run through December 31, 2005. There are no requisitions attached, as this is a Term and Supply contract.

ATTACHMENT: Bid Tabulation

cc:

Bid File

Chip Estabrooks, Public Works

Bid tabulation

MM43 - Hot Bituminous Asphalt

		APAC - Missou	ıri	Christensen Asphalt	Mike Rainwater
	Plant Location	Rocky Fork		2505 County Rd 269	Capital Quarries
		*			Holts Summit
BITUMING	OUS ASPHALT HOT MIX				
	MATED QUANTITIES				
LOTIN	IATED QUANTITIES				+
Boone	County – 1,000 Tons				
City of C	olumbia – 12,000 Tons				
City of 0	Centralia - 1,000 Tons	PRICE	DDE	A K DOWN	
		PRICE	BKE	AKDOWN	1
Plant Mix	red Hot Asphalt, F.O.B. Plant				
		Cost Per Ton		Cost Per Ton	Cost Per Ton
. "B" Mix		\$ 2	8.00	\$ 31.00	No Bid
B. "C" Mix		\$ 2	8.00	\$ 33.00	No Bid
. "D" Mix		\$ 2	8.00	\$ 33.00	No Bid
	D	alivary Coete addi	tional	I to F O B prices above	
No		elivery Costs, addi	tiona	to F.O.B. prices above	1
No	rthwest Quadrant		tiona 1.86	to F.O.B. prices above	No Bid
No		\$			No Bid No Bid
No	rthwest Quadrant Zone 1	\$	1.86	No Bid	
No	rthwest Quadrant Zone 1 Zone 2	\$ \$	1.86 2.06	No Bid No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3	\$ \$ \$ \$	1.86 2.06 2.68	No Bid No Bid No Bid	No Bid No Bid
	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4	\$ \$ \$ \$	1.86 2.06 2.68 3.42	No Bid No Bid No Bid No Bid	No Bid No Bid No Bid
	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5	\$ \$ \$ \$ \$	1.86 2.06 2.68 3.42	No Bid No Bid No Bid No Bid	No Bid No Bid No Bid
	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant	\$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99	No Bid No Bid No Bid No Bid No Bid	No Bid No Bid No Bid No Bid
	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 1	\$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99	No Bid No Bid No Bid No Bid No Bid	No Bid No Bid No Bid No Bid
	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 1 Zone 2	\$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06	No Bid	No Bid No Bid No Bid No Bid No Bid No Bid
	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 1 Zone 2 Zone 3	\$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 1 Zone 2 Zone 3 Zone 3 Zone 4 Zone 5	\$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant	\$ \$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 1 Zone 2 Zone 3 Zone 3 Zone 4 Zone 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42 4.18	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42 4.18	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 2 Zone 3 Zone 4 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 5 uthwest Quadrant Zone 1 Zone 3	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42 4.18 3.25 3.53 4.18	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 5 uthwest Quadrant Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 2 Zone 3 Zone 4	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42 4.18 3.25 3.53 4.18 4.86	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42 4.18 3.25 3.53 4.18	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 5 uthwest Quadrant Zone 5 utheast Quadrant	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42 4.18 3.25 3.53 4.18 4.86 5.52	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 utheast Quadrant Zone 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42 4.18 3.25 3.53 4.18 4.86 5.52	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 utheast Quadrant Zone 5 utheast Quadrant Zone 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42 4.18 3.25 3.53 4.18 4.86 5.52 2.52 2.99	No Bid	No Bid
No	rthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 rtheast Quadrant Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 2 Zone 3 Zone 4 Zone 5 uthwest Quadrant Zone 5 uthwest Quadrant Zone 1 Zone 2 Zone 3 Zone 4 Zone 5 utheast Quadrant Zone 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.86 2.06 2.68 3.42 3.99 1.86 2.06 2.68 3.42 4.18 3.25 3.53 4.18 4.86 5.52	No Bid	No Bid

Bid tabulation

MM43 - Hot Bituminous Asphalt

		APAC - Missouri	Christensen Asphalt	Mike Rainwater
P.7\		PRICES TO BE QUOTE	D FOB DESTINATION	
Col	ld Mix Asphalt	Cost per ton at Plant	Cost per ton at Plant	Cost per ton at Plant
A. Cold-mix v	w/ anti-stripping agent	\$ 40.00	\$ 52.50	No Bid
B. UPM Cold	Mix	\$ 75.00	No Bid	\$73.00/ Ton-15 ton loads
				\$71.00/ Ton-25 ton loads
Cooper	rative Purchasing ?	Yes	Yes	Yes
ARO	Hours or Days	72 Hours	Delivery not bid	4 Days
		72.10010	Asphalt Available @ Plant During Normal Business Hours, weather permitting	. Sayo
Delivery afte made with	r Receipt of Order will be ain	72 Hours	Not Bid	4 days

No Bids

PURCHASE AGREEMENT FOR HOT BITUMINOUS ASPHALT TERM AND SUPPLY PRIMARY SUPPLIER

THIS AGREEMENT dated the	9	day of DEC	2004 is made between
Boone County, Missouri, a political subdi-	vision	of the State of Missour	i through the Boone County
Commission, herein "County" and APAC	-Miss	ouri, Inc., herein "Cont	ractor."

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 Hot Bituminous Asphalt Term and Supply, Mid-Missouri Public Purchasing Cooperative Request for Bid for Hot Bituminous Asphalt Term and Supply, bid number MM43, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and Vendor Response Sheet, as well as the Contractor's bid response dated November 2, 2004 and executed by Justin S Gay 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 Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and un-executed Vendor Response Sheet shall prevail and control over the Contractor's bid response.
- **2.** Contract Duration This agreement shall commence on January 1, 2005 and extend through December 31, 2005, subject to the provisions for termination specified below.
- 3. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County "B" Mix, "C" Mix, and "D" Mix Hot Asphalt at the Plant as well as Delivered and Cold Mix Asphalt with anti-stripping agent as well as Unique Paving Material Cold Mix at the plant as identified and responded to in the Contractor's Response Sheet. 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 the County. APAC-Missouri, Inc. shall act as the primary supplier and shall furnish Hot Bituminous Asphalt for the County. The Contractor agrees to deliver within 72 hours after notification by the County. If the product cannot be delivered within the designated timeframe, the County will contact and schedule the work with the secondary contracted supplier.
- 4. Billing and Payment All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for 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.

Commission	Order#	

- 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.

APAC-Misseguri, Inc.	BOONE COUNTY, MISSOURI
title VICE Vresident address P.O. BOX ///T	by Boole County Commission Keith Schnarre, Presiding Commissioner
Columbia, MO 65205	
APPROVED AS TO FORM: County Counselor	ATTEST: Wendy S. Noren, County Clerk
AUDITOR CERTIFICATION In accordance with RSMo 50.660, I hereby certify the available to satisfy the obligation(s) arising from this the terms of the contract do not create a measurable of	at a sufficient unencumbered appropriation balance exists and is contract. (Note: Certification of this contract is not required if county obligation at this time.)
	2040/26000 Term/Supply
mo encumbrance require Signature	Ly se Date Appropriation Account

PURCHASE AGREEMENT FOR HOT BITUMINOUS ASPHALT TERM AND SUPPLY SECONDARY SUPPLIER

THIS AGREEMENT dated the day of DEC	2004 is made between
Boone County, Missouri, a political subdivision of the State of Missouri through	ugh the Boone County
Commission, herein "County" and Christensen Asphalt, 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 Hot Bituminous Asphalt Term and Supply, Mid-Missouri Public Purchasing Cooperative Request for Bid for Hot Bituminous Asphalt Term and Supply, bid number MM43, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and Vendor Response Sheet, as well as the Contractor's bid response dated November 2, 2004 and executed by Rob Christensen 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 Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and un-executed Vendor Response Sheet shall prevail and control over the Contractor's bid response.
- **2.** Contract Duration This agreement shall commence on January 1, 2005 and extend through December 31, 2005, subject to the provisions for termination specified below.
- 3. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County "B" Mix, "C" Mix, and "D" Mix Hot Asphalt at the Plant and Cold Mix Asphalt with anti-stripping agent at the plant as identified and responded to in the Contractor's Response Sheet. 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 the County. Christensen Asphalt shall act as the secondary supplier and shall furnish Hot Bituminous Asphalt for the County in the event the primary supplier is unable to provide product within the timeframe specified in their bid response. Asphalt shall be available at the Contractor's plant during normal business hours weather permitting.
- 4. Billing and Payment All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for 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.

Commission Order	#
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- 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
- 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.

CHRISTENSEN ASPHALT	BOONE COUNTY, MISSOURI
titleaddress	by: Bodne Gounty Commission Www. Keith Schnarre, Presiding Commissioner
	9
APPROVED AS TO FORM: County Counselor AUDITOR CERTIFICATION In accordance with RSMo 50.660, I hereby certify tha available to satisfy the obligation(s) arising from this of the terms of the contract do not create a measurable country.	ATTEST: Wendy S. Noren, County Clerk It a sufficient unencumbered appropriation balance exists and is contract. (Note: Certification of this contract is not required if punty obligation at this time.)
Signature Days	2040/26000 Tarry (0

PURCHASE AGREEMENT FOR HOT BITUMINOUS ASPHALT TERM AND SUPPLY SECONDARY SUPPLIER

THIS AGREEMENT dated the day of	i DEC	2004 is made between
Boone County, Missouri, a political subdivision of the Sta	te of Missouri	through the Boone County
Commission, herein "County" and Capital Quarries, here	ein "Contractor	r."

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 Hot Bituminous Asphalt Term and Supply, Mid-Missouri Public Purchasing Cooperative Request for Bid for Hot Bituminous Asphalt Term and Supply, bid number MM43, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and Vendor Response Sheet, as well as the Contractor's bid response dated October 18, 2004 and executed by Michael M. Rainwater 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 Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and un-executed Vendor Response Sheet shall prevail and control over the Contractor's bid response.
- **2.** Contract Duration This agreement shall commence on January 1, 2005 and extend through December 31, 2005, subject to the provisions for termination specified below.
- 3. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Unique Paving Material Cold Mix delivered as identified and responded to in the Contractor's Response Sheet. 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 the County. Capital Quarries shall act as the Secondary Supplier and shall furnish Unique Paving Material Cold Mix for the County in the event the primary supplier is unable to provide product within the timeframe specified in their bid response.
- **4.** Billing and Payment All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for 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.

Commission	Order	#		
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- 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 the agreement on the day and year first above written.	eir duly authorized representatives have executed this
Weapital Quarries	BOONE COUNTY, MISSOURI
title <u>Ucconstant</u> address 12735 Monin Rd alphasetta, IA 30004	by: Boorle County Commission  Keith Schnarre, Presiding Commissioner
APPROVED AS TO FORM:  County Counselor  AUDITOR CERTIFICATION	ATTEST:  Wendy S. Noven, County Clerk
In accordance with RSMo 50.660, I hereby certify that a s	sufficient unencumbered appropriation balance exists and is tract. (Note: Certification of this contract is not required if by obligation at this time.)
no encumbrance require Signature byse	2040/26000 Term/Supply  L 11/19/64  Date Appropriation Account
Ø.	

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

ea.

December Session of the October Adjourned

Term. 20

04

**County of Boone** 

In the County Commission of said county, on the

9th

day of December

**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 City of Columbia Cooperative Contract 102/2002 for Radio Maintenance and Repair Term and Supply with Wireless USA. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 9th day of December, 2004.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

absent Warren M. Mills

Karen M. Miller

District I Commissioner

Skip Elkin

## **Boone County Purchasing**

**Heather Turner, CPPB**Buyer



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



#### **MEMORANDUM**

TO:

**Boone County Commission** 

FROM:

Heather Turner, CPPB

DATE:

December 8, 2004

RE:

102/2002 - Radio Maintenance and Repair Term and Supply

Boone County's contract for Radio and Auxiliary Equipment – Install, Maintenance, and Service Term and Supply will expire on December 31, 2004. The Sheriff's Department has requested permission to utilize the City of Columbia's contract for Radio Maintenance and Repair rather than renew our own contract (see attached memo from Dwayne Carey). The Sheriff's Department sent one car to the City's contractor for a comparison installation and saved almost \$300 utilizing the City's contract pricing. We are recommending that the County utilize the City of Columbia's contract for Radio Maintenance and Repair with Wireless USA.

This is a Term and Supply contract which will run through March 30, 2005. There are two (2) one-year renewal options remaining on this contract.

ATT: Memorandum from Captain Carey

cc:

Leasa Quick, Sheriff's Department

Greg Edington, Public Works

Bid File

#### BOONE COUNTY SHERIFF'S DEPARTMENT

#### INTER-OFFICE COMMUNICATION

TO:

**Heather Turner** 

FROM:

Capt. Dwayne Carey

DATE:

11/22/04 10:29 AM

SUBJECT:

Wireless USA/Chariton Valley

Heather, I would like to recommend we do not renew the current bid to Chariton Valley Tri-Star for equipment repair and installation. My recommendation would be to enter into a corporative bid with the City of Columbia. They are currently using Wireless USA and have not experienced the billing/budgeting problems we are currently experiencing with Chariton Valley.

We took one of our vehicles to Wireless to have it installed and compare the difference; it appears that if we change vendors we would realize a cost savings of approximately \$300.00 per car. In our past experience with Chariton Valley, we have such a big difference in actual cost and bid cost, we cannot accurately prepare our budget.

Please review this request and let me know how to proceed.

Drape Casy 24

Thank you.

#### PURCHASE AGREEMENT FOR RADIO MAINTENANCE AND REPAIR

THIS AGREEMENT dated the	9 day of	DEC	2004 is made
between Boone County, Missouri, a politi	cal subdivision o	f the State of Miss	ouri through the
Boone County Commission, herein "Cour	nty" and Wireless	S USA (formerly 7	Геат Electronics).
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 Radio Maintenance and Repair in compliance with all bid specifications and any addendum issued for the City of Columbia Contract 102/2002. All such documents shall constitute the contract documents which are 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 City of Columbia Contract 102/2002 shall prevail and control over the vendor's bid response.
- 2. Contract Duration This agreement shall commence on the date written above and extend through March 30, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.
- 3. *Purchase* The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with radio maintenance and repair services on an as needed basis per the bid specifications.
- 4. *Billing and Payment* All billing shall be invoiced to the appropriate department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. 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; in the event the billing dispute is resolved in favor of the Vendor, 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. **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 is 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.

WIRELESS USA	<b>BOONE COUNTY, MISSOURI</b>
title	by: Boorle Commission  Keith Schnerre, Presiding Commissioner
APPROVED AS TO FORM:  County Counselor	Wendy S. Noren, County Clerk
In accordance with RSMo 55.660, I hereby certify that available to satisfy the obligation(s) arising from this cothe terms of this contract do not result in a measurable	a sufficient unencumbered appropriation balance exists and is ontract. (Note: Certification of this contract is not required if county obligation at this time.)
Term & Supply - No Encumbrance Signature	County-Wide Term and Supply  Required 11/30/04 Appropriation Account

## **Boone County Purchasing**

Debbie Crutchfield Office Specialist



601 E. Walnut-Room 205 Columbia, MO 65201 (573) 886-4394 Fax (573) 886-4390

Date

Email: dcrutchfield@boonecountymo.org

February 7, 2005

Wireless USA Attn: Dave Hoelscher 148 Weldon Parkway Maryland Heights, MO 63043

RE: 102/2002 - Radio Maintenance and Repair (3 of 5)

Dear Mr. Hoelscher:

The County of Boone is interested in renewing the above referenced contract that expires on March 31, 2005 with your firm. Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid with the City of Columbia contract for an additional year. The renewal period will cover April 30, 2005 through March 31, 2006

I <u>DAVID HOELSCHER</u> of Wireless USA, agree to renew the contract 102/2002 – Radio Maintenance and Repair for an additional year under the same terms and conditions as set in the original bid.

of Wireless USA, do not wish to renew the above referenced contract.

Please sign and return. I will share these terms with the Purchasing Department. If they agree to renew, I will send you a confirmed contract renewal letter. Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by e-mail to: dcrutchfield@boonecountymo.org.

Signature

Sincerely,

Office Specialist

Cc Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

502-20nA

#### 503 -2004

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

04

**County of Boone** 

ea.

In the County Commission of said county, on the

9th

day of December

**20** 04

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

Now on this day the County Commission of the County of Boone does hereby release the certificate of deposit bond for sewer improvements for Lakeview Mall in the amount of \$13,320.00 and authorize the County Treasurer to sign the release.

Done this 9th day of December, 2004.

Keith Schnarre

**Presiding Commissioner** 

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skin Elkin

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20

**20** 04

**County of Boone** 

In the County Commission of said county, on the

9th

day of December

**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 appointments:

NAME (TOWNSHIP)	BOARD/COMMISSION	EXPIRATION DATE
Jason Thornhill (Rocky Fork)	Board of Parks Commission	September 30, 2008
Bert Thomas (Perche)	Road and Bridge Advisory	November 30, 2008
	Committee	
Robert G. Bailey	Boone County Group Homes	December 31, 2007
	and Family Support	(re-appointment)
Beverly Braun	Boone County Health Trust	December 31, 2007
	Committee	(re-appointment)

Done this 9th day of December, 2004.

Keith/Schnarre

**Presiding Commissioner** 

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

KeithSchnarre, Presiding Commissioner Karen, M. Miller, District I Commissioner Skip Elkin, District II Commissioner



**Boone County Government Center** 801 E. Walnut, Room 245 Columbia, MO 65201

573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

Boone County Commission

Appt: Board of Parks Commission - Term Dec 2, 2004 - Sept 30, 2008

#### **BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM**

Board or Commission				
	Board of Parks Com	mission		Term: 11/5/2004
Current Township:	Rocky Fork		Todays's Date:	11/5/2004
Name: Jason TI	nornhill			
Home Address: 190	03 Thoreau Ct.		Zip Code:	65202
Business Address:	401 West Blvd. N. Suite	A	Zip Code:	65201
Home Phone: <b>573-8</b> Fax: 573-25		ork Phone: ·mail:	573-256-8601 jthornhill@FirstTierReal	tors.com
Qualifications: _Inter	ested in learning more about the	government	al process.	12
References: Jay W				
Todd F 446-67	ilson - Owner, First Tier Realtors Hague, friend and Realtor at Hou 767	, 268-6949 se of Broker	s,	
have no objections to	dague, friend and Realtor at Hour 767  the information in this application is the information in the appoint accurate.	on being mad	de public. To the beby certify that the	est of my above
have no objections to	dague, friend and Realtor at Hour 167  the information in this application is a serve a full term if appoint accurate.  Applic	on being mad ed. I do her	de public. To the beby certify that the	est of my above

Keith Schnarre, Presiding Commissioner Karen M. Miller, District I Commissioner Skip Elkin District II Commissioner



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201

573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

Appt: Brone C Road Bridge Advisory Committee - Ferm: 11/30/04-11/30/08

### BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Road	4 Bridge Advi	sory	Term: _	4yrs
Current Township: Perche	(250)	ay's Date:		,
Name: Bert Thomas	···			
Home Address: 6600 West O. B. Brow	on Rd.	Zip Code:	652	<i>0</i> 2
Business Address: Same	· ·	Zip Code:		
Home Phone: 573-874-/022 Fax:	Work Phone: <i>573-</i> E-mail:	874-102	2	
Qualifications: Builder / Developer B. for over 25 years. Independe years. Homeowner / landowner cative life.	one County & at business resident of	City of owner or Boone	County	mbia 10
Past Community Service: Sunrise Optime Commission, Home Builders Duners Association, City	Assoc., Col of Columbia	Iders Coo umbia 1 Chamber	de Aparto	nent
References: Gary Meyerpeter-Cal Lumber; Stan Gerling-Boone C County Courthouse				
I have no objections to the information in this applic knowledge at this time I can serve a full term if appoint information is true and accurate.  App	ation being made publ binted. I do hereby cer blicant Signature	ic. To the be tify that the a	st of my bove	
<b>P</b>	. 2 *	5 5		

Return Application To:

Boone County Commission Office

**Boone County Government Center** 

801 East Walnut, Room 245 Columbia, MO 65201

Fax: 573-886-4311

No Min

An Affirmative Action/Equal Opportunity Institution

Keith Schnarre, Presiding Commissioner Karen M. Miller, District I Commissioner Skip Elkin District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

Leappir - Boone Co Group Homes Family Support - Dec 31, 2004 -

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boorf Corry Group Home, And FAMILY Sylver 2005
Current Township: Today's Date:
Name: Robert 6. Briley
Home Address: 3387 S. Guray Woods Road Zip Code: 652.3
Business Address: 217 Hulston How Mu School or Low Zip Code: 65211
Home Phone: 373-446-8157  Fax: 573-882-4987  E-mail: 773-882-6891
Qualifications: [EC RGJMC
Past Community Service: SEC REJUME
References: Les VAGNER, ROGER WILLOW, WENRY NOREN; BRADY DEADOR
I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.  Applicant Signature

Return Application To:

Boone County Commission Office

**Boone County Government Center** 

801 East Walnut, Room 245 Columbia, MO 65201

Fax: 573-886-4311

Keith Schnarre, Presiding Commissioner * Karen M. Miller, District I Commissioner Skip ElkIn District II Commissioner

r. LIVE!

**Boone County Government Center** 801 E. Walnut, Room 245 Columbia, MO 65201

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# THE Commission County Commission

#### **BOONE COUNTY BOARD OR COMMISSION** APPLICATION FORM

Board or Commission	on: Boone County Heal	th Trust Committee		Term: 1/1/2005
Current Township:	I am in Ward 4, n	o township listed	Today's Date:	_11/23/04
Name: Beverly	Jean Braun	· · · · · · · · · · · · · · · · · · ·	) 	
Home Address:	4205 Wales, Columbia, Boone County Sheriff		Zip Code:	65203
Business Address:	2121 County Drive, C	olumbia, Missouri	Zip Code:	65202
Fax: (Work) 573-	445-4963 874-8953 e attached listing	Work Phone: g E-mail: (work) (home)	bbraun@booneco bbraun@socket.	untymo.org net
	<u> </u>			,
Past Community Ser	vice: See attached			
References: _See_s	attached			
have no objections on the contraction has been been been been been been been bee	to the information in this a le I can serve a full term in ld accurate.	application being made f appointed. I do here Wully Applicant Signature	by certify that the	est of my above

Return Application To: Boone County Commission Office

**Boone County Government Center** 

801 East Walnut, Room 245 Columbia, MO 65201

Fax: 573-886-4311

#### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20

04

**County of Boone** 

In the County Commission of said county, on the

9th

day of December

20 04

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 Courtyard Square and Commission Chambers on Sunday, March 20, 2005 from 11:00 a.m. to 5:00 p.m. for a Peace Gathering sponsored by Mid-Missouri Peaceworks. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 9th day of December, 2004.

Keith Schnarre

**Presiding Commissioner** 

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skin Elkin



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

#### APPLICATION FOR ORGANIZATIONAL USE OF **BOONE COUNTY FACILITIES**

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center or Centralia Satellite Office as follows:
Description of Use: Peace Calhering
Date(s) of Use: Sunday March 20, 2005
Time of Use: From: 1 (a.m.p.m. thru 5 a.m./m.)
Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Chambers Atrium - Rm220 - Rm208 - Rm139 Centralia Satellite Office
The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:
<ol> <li>To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.</li> <li>To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.</li> <li>To repair, 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 and/or carpet and furnishings in rooms.</li> <li>To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.</li> <li>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 and/or use of rooms as specified in this application.</li> </ol>
Name of Organization/Person: Mid Missouri Reaceworks
Organization Representative/Title: Mark Haim, Director
Address/Phone Number: 804-C E. Blway Col 65201 875 0539
Date of Application: 12/7/04
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES  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