

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

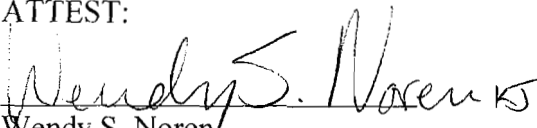
In the County Commission of said county, on the 6th day of January 20 11

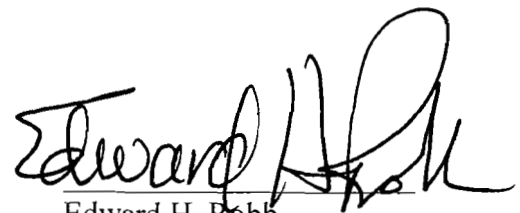
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 62-16Dec10 Boone County Site Restoration, to Emery Sapp & Sons. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

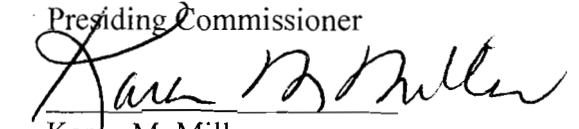
Done this 6th day of January, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb

Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: December 23, 2010
RE: 62-16DEC10 – Boone County Site Restoration

The Bid for Boone County Site Restoration closed on December 16, 2010. Two bids were received. Purchasing and the Sheriff's Department recommend award to Emery Sapp & Sons, for offering the lowest and best bid for Boone County.

The Bid Amount for this project was \$7,500.00. Purchase Orders from this contract will be paid from department 2540 – Sheriff Civil Charges, account 71100 – Outside Services. Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Gary German, Sheriff Dept.
Bid File

Boone County Purchasing

Tyson Boldan,
Buyer



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

TO: Chad Marten
Captain

FROM: Tyson Boldan,
Buyer

DATE: December 16, 2010

RE: Bid Award Recommendation for bid # - 62-16DEC10 – Site Restoration

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

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2540

Account Number: 71100

Budgeted: \$ 7500.00 in 2011 (bA in process)

Award Bid by low bid to Emery Sapp & Sons Inc.

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

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

Administrative Authority Signature: Capt. Johnny Kern Date: 12-20-10
253

**62-16DEC10 -
Boone County
Site**

Restoration

BID TABULATION

Description	EMERY SAPP & SONS, INC.	BENTLAGE BOBCAT, INC.
Septic Removal		
Septic Tank Removal	\$1,500.00	\$2,500.00
Septic Tank Disposal	\$550.00	\$2,000.00
Waste Disposal	\$415.00	\$800.00
Pipe Removal	\$480.00	\$800.00
Leach Field Removal	\$1,240.00	\$2,500.00
Phone Lines		
Removal of Phone lines	\$240.00	\$200.00
Water		
Capping of Water Pipes	\$535.00	\$800.00
Water Hydrant Removal	\$125.00	\$200.00
Water Pipe Removal	\$120.00	\$200.00
Concrete		
Removal of Concrete Piers and Deck Foundation	\$795.00	\$2,500.00
Restoration		
Compressed Back Fill (Return Dirt to Grade)	\$450.00	\$2,000.00
Seeding	\$700.00	\$200.00
Mulching The Area	\$350.00	\$200.00
Discount		
Amount Discounted In Return For Transfer of Ownership of Septic Tank To Contractor	\$0.00	-\$1,000.00
Bid Total =	\$7,500.00	\$13,900.00
Bid Response,	YES	YES
Work Authorization Certification	YES	YES
Statement of Bidder's Qualifications,	YES	YES
Bidding Forms,	YES	YES
Anti-Collusion Statement,	YES	YES
Signature and Identity of Bidder,	YES	YES
Bidder's Acknowledgment,	YES	YES
Performance Bond		
Labor and Material Payment Bond		

2011

Arch

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

~~12/23/10~~

REQUEST
DATE

5869

VENDOR
NO.

Emery Sapp and Sons

VENDOR NAME

ADDRESS

CITY

To: County Clerk's Office

Comm Order # _____

Return to Auditor's Office

Please do not remove staple.

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#62-16DEC10

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2540

Bill to Department # 240

Department				Account				Item Description	Qty	Unit Price	Amount
2	5	4	0	7	1	1	0 0	Boone County Site Restoration	1	7,500	\$7,500.01
								TOTAL			\$7,500.01

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Tyson Boldan

Prepared By

Tyson Boldan
Requesting Official

149

Auditor Approval

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Emery Sapp & Sons, Inc.**, (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 62-16DEC10 – Boone County Site Restoration
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is the **Base Bid Total in the amount of \$7,500.00.**

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

Notice to Bidders
 Bid Response
 Instructions to Bidders
 Bid Response
 Work Authorization Certification
 Statement of Bidders Qualifications
 Anti-Collusion Statement
 Signature and Identity of Bidder
 Bidders Acknowledgment
 Insurance Requirements
 Contract Conditions
 Affidavit—OSHA Requirements
 Affidavit--Prevailing Wage
 Sample Contract Agreement
 *Sample Performance Bond
 *Sample Labor and Material Payment Bond
 General Specifications
 Technical Specifications
 Special Provisions
 State Wage Rates
 Boone County Standard Terms and Con
 Project Plans and/or Details
 Waterline Relocation Technical Specifications

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions". Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Sheriffs department under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

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

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: \$ 7,500.00

Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00)

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.

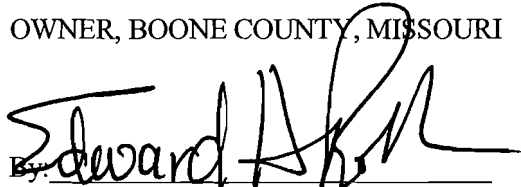
IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

(Date)

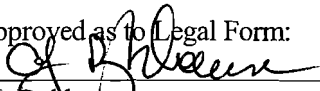
CONTRACTOR:
EMERY SAPP & SONS INC.

OWNER, BOONE COUNTY, MISSOURI

By: 
Authorized Representative Signature

By: 
Kenneth M. Pearson, Presiding Commissioner

By: Shawn N Sapp
Authorized Representative Printed Name
Title: Owner

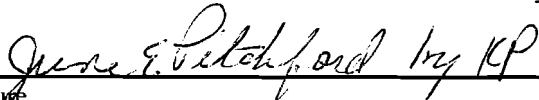
Approved as to Legal Form:

CJ Dykhouse
Boone County Counselor

ATTEST:

Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

 by KP 1/4/11 2540/71100 - \$7,500.00
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 6th day of January 20 11

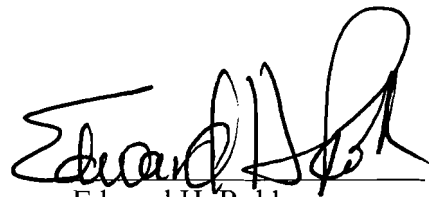
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the newly elected Presiding Commissioner Edward H. Robb to replace the previous Presiding Commissioner Ken Pearson as the signing official for all Justice Assistance Grant (JAG) documents.

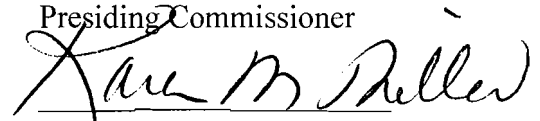
Done this 6th day of January, 2011.

ATTEST:

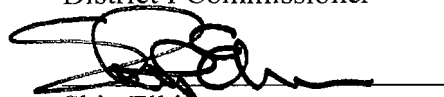

Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 6th day of January 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve and accept the consent to the application filed by Thomas M. Schneider on behalf of the Board of Trustees of Boone County Hospital for a variance from the Columbia Board of Adjustment to allow wall signage of 714 square feet.

Done this 6th day of January, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

CONSENT TO APPLICATION FOR SIGN VARIANCE

The undersigned Commissioners of Boone County, Missouri hereby consent to the application filed by Thomas M. Schneider on behalf of the Board of Trustees of Boone County Hospital for a variance from the Columbia Board of Adjustment to allow wall signage of 714 square feet.

1-6-11

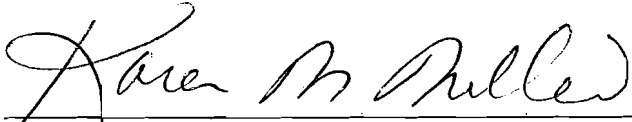
Date

1/06/11

Date

1-6-2011

Date



KAREN M. MILLER

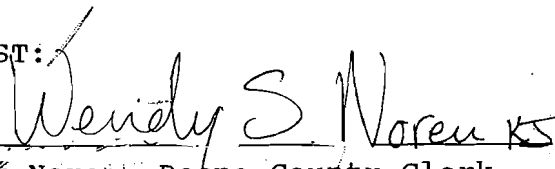


SKIP ELKIN



ED ROBB

ATTEST:



Wendy Noren, Boone County Clerk

DATED: 1-6-11

Jeremiah W. (Jay) Nixon
Governor

John M. Britt
Director of Public Safety



STATE OF MISSOURI

EMERGENCY MANAGEMENT AGENCY

Paul D. Parmenter
Director

DEPARTMENT OF PUBLIC SAFETY

PO Box 116, Jefferson City, Missouri 65102
Phone: 573/526-9100 Fax: 573/634-7966
E-mail: mosema@sema.dps.mo.gov



January 3, 2011

Mr. Edward Siegmund, Executive Director
Mid Missouri Regional Planning Commission
206 East Broadway
Ashland, MO 65010

Re: Boone County Multi-Jurisdictional Hazard Mitigation Plan Approval

Dear Mr. Siegmund:

We are most pleased to inform you that the Missouri State Emergency Management Agency (SEMA) was notified on December 21, 2010 that Federal Emergency Management Agency (FEMA) has approved the Multi-Jurisdictional Local Hazard Mitigation Plan for Boone County, effective November 8th, 2010. Congratulations for producing a truly excellent planning document that will guide the efforts of that county to reduce or perhaps even avoid the future adverse effects caused by disasters. Thank you for a job well done!

It has been a pleasure to work with you and your highly professional staff in this worthy endeavor. If you have not already done so, please feel free to submit your invoice for final payment of the planning contract with SEMA.

Should you have any questions, please contact Sheila Huddleston, State Hazard Mitigation Officer at (573) 526-9228. We look forward to working with you again in the future. Again, thank you.

Sincerely,

A handwritten signature in black ink that reads "Paul D. Parmenter".

Paul D. Parmenter
Director

PDP/gf



A Nationally
Accredited
Agency



FEMA

November 8, 2010

Mr. Paul Parmenter, Director
State Emergency Management Agency
P. O. Box 116
Jefferson City, Missouri 65102

Subject: Review of the Boone County, Local Hazard Mitigation Plan

Funding Source: HMGP 1676

Dear Mr. Parmenter:

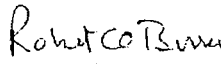
The purpose of this letter is to provide the status of the above referenced Local Hazard Mitigation Plan, pursuant to the requirements of 44 CFR Part 201 - Mitigation Planning and the Local Multi-Hazard Mitigation Planning Guidance. The attached Local Hazard Mitigation Plan Review Crosswalk documents the Region's review and compliance with all required elements of 44 CFR Part 201.6, as well as identifies the jurisdictions participating in the planning process. FEMA's approval will be for a period of five years effective starting the date of this letter.

Prior to the expiration of the plan the communities will be required to review and revise their plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval in order to continue to be eligible for mitigation project grant funding.

Local Jurisdiction	Date Adoptions Submitted	Date Completed	Date of Plan Adoption	Date of Plan Expiration	Review Status
Boone County	November 4, 2010	November 8, 2010	August 24, 2010	November 8, 2015	Approved

If you have any questions or concerns, please contact Joe Chandler, Planning Team Lead, at (816) 283-7071.

Sincerely,


Robert G. Bissell, Director
Mitigation Division

Jeremiah W. (Jay) Nixon
Governor

John M. Britt
Director of Public Safety



STATE OF MISSOURI

EMERGENCY MANAGEMENT AGENCY

Paul D. Parmenter
Director

DEPARTMENT OF PUBLIC SAFETY

PO Box 116, Jefferson City, Missouri 65102
Phone: 573/526-9100 Fax: 573/634-7966
E-mail: mosema@sema.dps.mo.gov



January 3, 2011

Mr. Edward Siegmund, Executive Director
Mid Missouri Regional Planning Commission
206 East Broadway
Ashland, MO 65010

Re: Boone County Multi-Jurisdictional Hazard Mitigation Plan Approval

Dear Mr. Siegmund:

We are most pleased to inform you that the Missouri State Emergency Management Agency (SEMA) was notified on December 21, 2010 that Federal Emergency Management Agency (FEMA) has approved the Multi-Jurisdictional Local Hazard Mitigation Plan for Boone County, effective November 8th, 2010. Congratulations for producing a truly excellent planning document that will guide the efforts of that county to reduce or perhaps even avoid the future adverse effects caused by disasters. Thank you for a job well done!

It has been a pleasure to work with you and your highly professional staff in this worthy endeavor. If you have not already done so, please feel free to submit your invoice for final payment of the planning contract with SEMA.

Should you have any questions, please contact Sheila Huddleston, State Hazard Mitigation Officer at (573) 526-9228. We look forward to working with you again in the future. Again, thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul D. Parmenter".

Paul D. Parmenter
Director

PDP/gf



A Nationally
Accredited
Agency



FEMA

November 8, 2010

Mr. Paul Parmenter, Director
State Emergency Management Agency
P. O. Box 116
Jefferson City, Missouri 65102

Subject: Review of the Boone County, Local Hazard Mitigation Plan

Funding Source: HMGP 1676

Dear Mr. Parmenter:

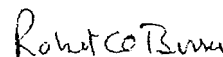
The purpose of this letter is to provide the status of the above referenced Local Hazard Mitigation Plan, pursuant to the requirements of 44 CFR Part 201 - Mitigation Planning and the Local Multi-Hazard Mitigation Planning Guidance. The attached Local Hazard Mitigation Plan Review Crosswalk documents the Region's review and compliance with all required elements of 44 CFR Part 201.6, as well as identifies the jurisdictions participating in the planning process. FEMA's approval will be for a period of five years effective starting the date of this letter.

Prior to the expiration of the plan the communities will be required to review and revise their plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval in order to continue to be eligible for mitigation project grant funding.

Local Jurisdiction	Date Adoptions Submitted	Date Completed	Date of Plan Adoption	Date of Plan Expiration	Review Status
Boone County	November 4, 2010	November 8, 2010	August 24, 2010	November 8, 2015	Approved

If you have any questions or concerns, please contact Joe Chandler, Planning Team Lead, at (816) 283-7071.

Sincerely,


Robert G. Bissell, Director
Mitigation Division