

236 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

May Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 23rd day of May 20 23

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

Now on this day, on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation recognizing May 2023 as Nurses month.

Done this 23rd day of May 2023.



Kip Kendrick  
Presiding Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 2023

County of Boone

In the County Commission of said county, on the

23rd

day of

May

20 23

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

Now on this day, on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation recognizing May 21-27, 2023, as Emergency Medical Services Week.

Done this 23rd day of May 2023.

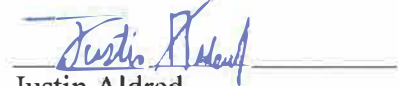


Kip Kendrick  
Presiding Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner

238 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

May Session of the April Adjourned

Term. 20

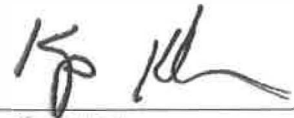
In the County Commission of said county, on the 23rd day of May 20 23

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

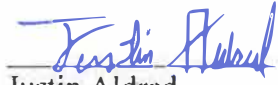
Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Cooperative Agreement between Boone County and Audrain County (K-9 Team 1).

The terms of the Agreement are set out in the attached and the Presiding commissioner is authorized to sign said Agreement.

Done this 23rd day of May 2023.



Kip Kendrick  
Presiding Commissioner

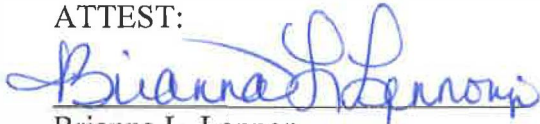


Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

**COOPERATIVE AGREEMENT  
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 23<sup>rd</sup> day of May, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Audrain County Sheriff's Office (Agency):

**WHEREAS**, BCSO can provide K-9 basic training through its certified K-9 training staff; and

**WHEREAS**, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

**WHEREAS**, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

**WHEREAS**, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 30th day of May, 2023, and sessions will proceed consecutively, Monday –

Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$100.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: AUDRAIN SO

By: [Signature]

Printed Name: MATT OLLER

Dated: 4/20/23

ATTEST: [Signature]

BOONE COUNTY, MISSOURI

By: [Signature]

Kip Kendrick, Presiding Commissioner

Dated: 5.23.2023

ATTEST: [Signature]

Brianna L. Lennon, County Clerk

APPROVED - BCSO: [Signature]

Dwayne Carey, Sheriff

APPROVED AS TO FORM: [Signature]

Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

[Signature]  
County Auditor

Exhibit "A"

**INFORMED CONSENT WAIVER AND RELEASE**

**ASSUMPTION OF RISKS:** I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**WAIVER AND RELEASE:** In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

**INDEMNIFICATION AND HOLD HARMLESS:** I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

**Signature of Participant/Date**

 4/20/23

**Printed Name of Participant**

MATT OLUSE

239-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 29

County of Boone

In the County Commission of said county, on the 23rd day of May 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Cooperative Agreement between Boone County and Audrain County (K-9 Team 2).

The terms of the Agreement are set out in the attached and the Presiding commissioner is authorized to sign said Agreement.

Done this 23rd day of May 2023.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

**COOPERATIVE AGREEMENT  
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 23<sup>rd</sup> day of May, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Audrain County Sheriff's Office (Agency):

**WHEREAS**, BCSO can provide K-9 basic training through its certified K-9 training staff; and

**WHEREAS**, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

**WHEREAS**, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

**WHEREAS**, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 30th day of May, 2023, and sessions will proceed consecutively, Monday –



Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$100.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: AUDRAIN SO

By: [Signature]

Printed Name: MATT OLLER

Dated: 4/20/23

ATTEST: [Signature]

BOONE COUNTY, MISSOURI

By: [Signature]  
Kip Kendrick, Presiding Commissioner

Dated: 5.22.23

ATTEST: [Signature]  
Brianna L. Lennon, County Clerk

APPROVED - BCSO:

[Signature]  
Dwayne Carey, Sheriff

APPROVED AS TO FORM:

[Signature]  
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

[Signature]  
Kyle Ricman, County Auditor

Exhibit "A"

**INFORMED CONSENT WAIVER AND RELEASE**

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date  5-4-23

Printed Name of Participant  


240-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

May Session of the April Adjourned

Term. 29

In the County Commission of said county, on the 23rd day of May 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with American Digital Security, LLC, for Security Systems Products and Services.

The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 23rd day of May 2023.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Gerskin**  
Buyer



613 E. Ash St., Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## NOTICE OF AWARD

**FROM:** Amy Gerskin  
**DATE:** May 10, 2023  
**RE:** Cooperative Contract Utilization: *C000635 – Security Systems Products and Services*

Boone County Information Technology requests permission to use The Interlocal Purchasing System (TIPS) cooperative Term and Supply contract 230202 with American Digital Security, LLC for Security Systems Products and Services. This is a Term and Supply contract for the Boone County Information Technology department. The Boone County contract number is C000635.

The initial contract period is May 1, 2023, through April 30, 2026, and has one additional one (1) year renewal period.

**cc:** Phillip Montes, Julia Lutz, Victoria Walter, IT  
Contract File

**PURCHASE AGREEMENT  
SECURITY SYSTEMS PRODUCTS AND SERVICES**

**THIS AGREEMENT, C000635**, dated the 23<sup>rd</sup> day of May 2023, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein the "County" and **American Digital Security, LLC**, herein the "Vendor."

**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 furnishing, delivery, installation, and warranty of **Security Systems Products and Services**, in compliance with all bid specifications and any addendum issued for The Interlocal Purchasing System (TIPS) contract number **230202**, Boone County Standard Contract Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, Debarment Certification, Prevailing Wage Order #29, Affidavit of Compliance with OSHA, and Affidavit of Compliance with Prevailing Wage Law. 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 contract file for this contract if not attached. In the event of a conflict between any of the foregoing documents, this purchase agreement and the TIPS contract number **230202** shall prevail and control over the vendor's bid response.
2. **Contract Duration** - This agreement shall commence on **May 1, 2023, and extend through April 30, 2026**, subject to the provisions for termination specified below. **The contract may be renewed for one (1) additional one-year period.** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
3. **Purchase** - The County agrees to purchase from the Vendor, and the Vendor agrees to supply the County with **Security Systems Products and Services**. Equipment, accessories, software, and warranty shall be provided in conformity with the contract documents for the prices/discount structure set forth in Bidder's response, as needed and as ordered by the County. Labor for installation services shall be paid as follows:
  - a) For non-prevailing wage work, ADS labor fees are \$130 per hour.
  - b) For prevailing-wage work:
    - i. If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.
    - ii. If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
    - iii. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a "major repair" or "construction" of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law **WILL** apply to only that portion of the project that is in excess of \$75,000.

If a project is Prevailing Wage, the Vendor 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 maintain on file with the Boone County Purchasing

Department. For the original contract period, that determination is **Annual Wage Order #29**, which is incorporated herein by reference. The Vendor further agrees that, in accordance with Missouri law, it shall forfeit as a penalty 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 by the Vendor pursuant to the provisions of RSMo Sec. 290.250. The Vendor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo, and the rules and regulations issued thereunder, and that any penalties assessed may be withheld from sums due the Vendor by the County.

4. **Purchase Order(s)** – The vendor will provide a written, firm quote for each project requested by the County. A Purchase Order will be issued by the County to Vendor. The county will email Purchase Order to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) to verify the correct price quote.
  - Vendor delivers goods/services directly to County.
  - Vendor invoices County directly.
  - The Vendor receives payment directly from the County.
5. **Pricing** – The vendor agrees to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored, although quotes to County must be held firm for 30 days. In addition, new items may be added to the equipment list. Any revised price list shall be e-mailed to the Boone County Purchasing Department: [mboobbitt@boonecountymo.org](mailto:mboobbitt@boonecountymo.org).

6. **Warranty** – The manufacturer's standard warranty will apply.
7. **Delivery** - All quotes provided to County shall include a line item for freight or shipping cost regardless of whether there is a charge. If there is no charge for freight or shipping, indicate by stating "No Charge", "\$0.00", "included in the price" or other similar indication. Otherwise, all shipping, freight, or delivery charges shall be passed through to the County with no markup.

**FOB Destination:** All deliveries shall be made FOB Destination. The vendor agrees to coordinate the delivery of equipment and service with the Boone County representative. The vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, the vendor shall notify the County as to why delivery is delayed and provide an updated estimated time for completion. The County may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

8. **OSHA Training - OSHA Program Requirements** - The Vendor is familiar with the requirements of 292.675 RSMo. The Vendor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors, or others acting on behalf of the Vendor on-site which meets the requirements of 292.675 RSMo. The Vendor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each employee's completion of the OSHA program and certify compliance by affidavit at the project's conclusion. The Vendor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Vendor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Vendor.

9. ***Transient Employers*** - Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

10. ***Overhead Line Protection*** - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontractor and of the services), anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

11. ***Criminal Background Verification*** - Boone County may require all employees of all Contractors to be subjected to a fingerprint-based Criminal Background Check. The Background Check for all Contractors' employees will be administered by the Boone County Sheriff's Department. Contractors can also utilize the Missouri State Highway Patrol's procedure for law enforcement/CJIS Vendor background checks. Each Contractor MUST fill out an Identification Application for each employee when requested. An identification badge will be issued to each Contractor employee authorized to access the site of the work.

12. ***Employment of Unauthorized Aliens Prohibited*** –

- (a) The vendor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract, the Vendor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Vendor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following the completion of enrollment. This will provide the County the proof of enrollment.
- (c) Vendor shall require each subcontractor to affirmatively state in its contract with Vendor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Vendor shall also require each subcontractor to provide Vendor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

**13. Bonds - If Vendor's quote response for any project is \$50,000 or greater, the following bonds are required:**

**Performance Bond and Labor and Material Payment Bond:** Upon award of the quote, the Vendor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Purchase Order price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

The actual cost of the bond will be a pass-through to the County and may be added to the quote.

**14. Billing and Payment** - All billing shall be invoiced to the department/address on the Purchase Order and billings may only include the prices as listed and/or calculated in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications unless specified in the contract. 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.

**15. 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.

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

**17. 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 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.

AMERICAN DIGITAL SECURITY, LLC

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:  
by William C Mason Jr  
7CA9AA0C19C146A...

DocuSigned by:  
Kip Kendrick  
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

title Founder

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
CJ Dykhouse  
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

DocuSigned by:  
Brianna L Lennon  
D267E2428FB946C...

Brianna L. Lennon, 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.)

DocuSigned by:  
Hyle Pieman by HR  
No Escrowance Required  
EB91DB24AAAC49D...

5/16/2023

Term & Supply / IT

Signature

Date

Appropriation Account

241-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 23rd day of May 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Missouri Petroleum Company LLC for 2023 Chip Seal Pavement Preservation for Boone County.


The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.


Done this 23rd day of May 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

David Eagle  
Buyer



613 E. Ash St., Room 113  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: David Eagle, Buyer  
DATE: May 9, 2023  
RE: Bid Award Recommendation: *12-13APR23 - 2023 Chip Seal Pavement Preservation for Boone County*

Request for Bid *12-13APR23 - 2023 Chip Seal Pavement Preservation for Boone County* closed on April 13, 2023. Two bids were received from Missouri Petroleum Company LLC and Vance Brothers Inc.

Dan Haid of Resource Management recommends award to Missouri Petroleum Company LLC for offering the lowest and best bid.

The budgeted cost of the contract is \$2,021,981.00.

There will be a 5% contingency on the chip seal portion of the contract totaling \$101,676.54 making the Purchase Order total \$2,135,207.38. .

\$1,309,941.87 will be paid from department 2041 - R&B RM Road Infrastructure Rehab and Preservation, account 71202 - Contractor Costs. There is a 5% contingency of \$65,497.09.

\$723,588.97 will be paid from department 2040 - R&B road maintenance - Outsourced services, account 71100 - Outsourced Services. There is a 5% contingency of \$36,179.45.

The Purchase Order total is \$2,135,207.38.

ATT: Bid Tab

cc: Bid File  
Dan Haid, Kelle Westcott, Resource Management

# 12-13APR23 - 2023 CHIP SEAL PRESERVATION FOR BOONE AND CALLAWAY COUNTIES AND THE CITIES OF FULTON AND MEXICO

BID TABULATION				VANCE		MISSOURI PETROLEUM	
Bid Item	Description	Unit	Qty	Unit Price	Total	Unit Price	Total
4.9.1.	<b>3/8" Preservation Chip Seal Treatment</b>	SY	680,767	\$3.75	\$2,552,876.25	\$2.99	\$2,035,493.33
4.9.2.	<b>1/4" Preservation Chip Seal Treatment</b>	SY	235,609	\$3.30	\$777,509.70	\$2.34	\$551,325.06
4.9.3.	<b>Temporary Centerline Markers (Spaced 40' o/c)</b> *Note: Quantity shown is the Boone County estimated quantity. Callaway County, City of Fulton, and City of Mexico do not plan to install centerline markers but this pricing shall be available to all contracting agencies to use at their discretion.	EA	3,256	\$2.00	\$6,512.00	\$2.00	\$6,512.00
4.9.4.	<b>Additional Post-Sweeping (per Section 2.33.6.2.1.)</b> *Note: Quantity shown is the Boone County estimated quantity. Callaway County, City of Fulton, and City of Mexico do not plan to install centerline markers but this pricing shall be available to all contracting agencies to use at their discretion as long as it meets Section 4.9.6..	SY	115,135	\$0.45	\$51,810.75	\$0.16	\$18,421.60
4.9.5.	<b>Traffic Control, City of Fulton and City of Mexico</b>	SY	120,474	\$0.35	\$42,165.90	\$0.30	\$36,142.20
4.9.6.	<b>Minimum Quantity Required for Additional Post-Sweeping per Section 2.33.6.2.1.</b> *see estimated quantities note in section 4.9.4.						
<b>BID TOTAL (4.9.1. through 4.9.5.)</b>					<b>\$3,430,874.60</b>		<b>\$2,647,894.19</b>
NO BID	SHEPHERD'S COMPANY						

04/17/23

**RQST  
DATE**

**PURCHASE REQUISITION  
BOONE COUNTY, MISSOURI**

15784

**VNDR #**

MO Petroleum Products Company LLC

**VENDOR NAME**

12-13APR23

**BID #**

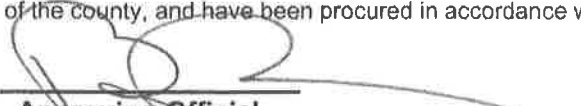
**Ship to Dept #: 2041**

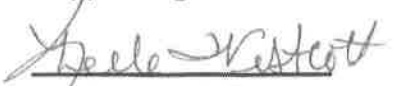
**Bill to Dept #: 2041**

Dept	Account	Item Description	Qty	Unit Price	Amount
2041	71202	Preservation Chip Seal multiple road	1	\$1,309,941.87	\$1,309,941.87
2041	71202	5% Contingency	1	\$65,497.09	\$65,497.09
2040	71100	Road & Bridge chip seal	1	\$723,588.97	\$723,588.97
2040	71100	5% Contingency	1	\$36,179.45	\$36,179.45
					\$0.00
		Dave, Jennifer & Amanda Please send the Purchase			\$0.00
		Order to Kelle in Resource Management. We do NOT			\$0.00
		send to the vendor. Thank you!			\$0.00
					\$0.00
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					\$0.00

GRAND TOTAL: 2,135,207.38

I certify that the goods, services or charges above specified 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.

  
**Approving Official**

  
**Prepared By**

\_\_\_\_\_  
**Auditor Approval**

Commission Order #: 241-2023**CONTRACT AGREEMENT**

THIS AGREEMENT, **C00630**, made and entered into by and between the County of Boone, Missouri (hereinafter referred to as the County), and **Missouri Petroleum Products Company LLC**, (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 County 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 12-13APR23  
2023 CHIP SEAL PAVEMENT PRESERVATION FOR  
BOONE COUNTY**

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

		<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.9.1	3/8" Preservation Chip Seal Treatment	438,108 SY	\$2.99	\$ 1,309,941.87
4.9.2	1/4" Preservation Chip Seal Treatment	309,226 SY	\$2.34	\$ 723,588.97

**TOTAL: \$2,033,530.84**

**Unit Prices as Needed**

4.9.3	Temporary Centerline Markers	EA	\$2.00	
4.9.4	Additional Post-Sweeping (per section 2.33.6.2.1.)	SY	\$0.16	

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.

Introduction and General Conditions Bidding  
Primary Specifications  
Response Presentation and Review  
Response Form  
Project List and Location Map  
Statement of Bidders Qualifications  
Standard Terms and Conditions

Debarment Certificate  
Instructions for Compliance with House Bill 1549  
Work Authorization Certification  
Anti-Collusion Statement  
Signature and Identity of Bidder  
Bidder's Acknowledgement  
Prevailing Wage Order 29 (Filed 3/10/2022)  
Affidavit of Compliance with OSHA  
Affidavit of Compliance with Prevailing Wage Law  
Performance Bond,  
Labor & Material Payment Bond  
Bid Bond

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 **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications**. When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. 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 County; and that he will make no claim against the County by reason of estimates, tests, or representation of any officer, agent, or employees of the County.

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

The work shall be done to complete satisfaction of the County 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 Resource Management 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 County.

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 County, and that the County 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 Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The County agrees to pay the Contractor in the amount: **\$2,033,530.84.**

**Two Million Thirty-Three Thousand Five Hundred Thirty Dollars and Eighty Four Cents.**  
**(\$2,033,530.84).**

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)

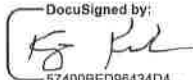
**MISSOURI PETROLEUM PRODUCTS  
COMPANY LLC**

**BOONE COUNTY, MISSOURI**

By:   
21803388470C43E

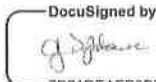
By: Boone County Commission

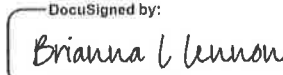
Title: Vice President

  
57400BED96434D4  
Kip Kendrick, Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

  
7D71DEAEB9D74DD  
C.J. Dykhouse, County Counselor

  
D267E242BFB948C...  
Brianna L. Lennon, Boone 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.)

  
EB91DB24AAC49D...      5/16/2023      2041/71202 - \$2,033,530.84

Signature

Date

Appropriation Account