

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

County of Boone

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the

7th

day of February

20 06

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

AN ORDER IMPOSING A COUNTY-WIDE SALES TAX FOR CAPITAL IMPROVEMENT PURPOSES IN BOONE COUNTY, MISSOURI, FOR A PERIOD OF THREE YEARS; PROVIDING FOR THE AUTHORIZATION OF THE SALES TAX TO BE SUBMITTED TO THE VOTERS OF THE COUNTY;; VOIDING A PREVIOUSLY IMPOSED SALES TAX AND DIRECTING THE COUNTY'S LEGAL COUNSEL TO PETITION THE COURT TO PERMIT LATE NOTIFICATION TO THE ELECTION AUTHORITY AND REMOVE THE PREVIOUSLY CERTIFIED SAMPLE BALLOT FROM THE OFFICIAL BALLOT.

WHEREAS, the County Commission of Boone County, Missouri, under the authority of powers given to the County by the provisions of Section 67.700, RSMo, as amended (the "Act"), has determined that it is in the best interests of the County to impose a county-wide sales tax for capital improvements at the rate of one-fifth of one percent (1/5th of 1%) for a period of three years on the receipts from all retail sales within the County which are subject to taxation under Sections 144.010 to 144.525, inclusive, RSMo:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

Section 1. A county-wide sales tax for capital improvements at the rate of one-fifth of one percent (1/5th of 1%) on the receipts from all retail sales within Boone County, Missouri, is hereby imposed for a period of three years upon all sellers within the County for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail to the extent and in the manner provided by Sections 144.010 to 144.525, inclusive, RSMo, and the rules and regulations of the Director of Revenue of the State of Missouri issued pursuant thereto. Such tax shall not be effective until the terms and provisions of this Order have been complied with.

Section 2. A proposal to authorize the County Commission to impose a county-wide sales tax for capital improvements at the rate of one-fifth of one percent (1/5th of 1%) on the receipts from all retail sales within Boone County, Missouri, for a period of three years shall be submitted to the voters of Boone County, Missouri, at an election to be held in the County concurrently with the general municipal election on Tuesday, April 4, 2006. The form of Notice of Special Election containing the question of approval of this Order, a copy of which is attached hereto and made a part hereof, is hereby approved. The County's legal counsel is hereby directed to petition the Circuit Court of the County of Boone requesting the court issue an order pursuant

to the provisions of subsection 2 of 115.125 permitting the late notification to the election authority of the County of Boone of the attached Notice of Election and Sample Ballot.

Section 3. If the proposal to authorize the County Commission to impose a county-wide sales tax for capital improvements at the rate of one-fifth of one percent ($1/5^{\text{th}}$ of 1%) on the receipts from all retail sales within Boone County, Missouri, is approved by a majority of the votes cast by the qualified voters voting thereon at said election, the County Clerk shall as soon as possible after the election is certified (but in any event no later than ten (10) days after the election is certified) forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail (1) a certified copy of this Order, including the Notice of Special Election attached hereto, and (2) a copy of the abstract of votes cast on the question at said election. The county-wide sales tax for capital improvements hereby imposed shall then become effective on the first day of October, 2006, and shall be levied and collected in the manner provided by the Act, by Sections 32.085 and 32.087, RSMo, as amended, and by all other applicable laws, and shall be used for the purposes hereinabove authorized.

Section 4. This authorization for a county-wide sales tax for capital improvements at the rate of one-fifth of one percent ($1/5^{\text{th}}$ of 1%) shall, by adoption of this order, include the imposition of this sales tax as authorized under the provisions of section 144.032 RSMo, as amended upon all sales of metered water services, electricity, electrical current and natural, artificial or propane gas, wood, coal, or home heating oil for domestic use only.

Section 5. By adoption of this order, the County Commission hereby voids Commission Order 21-2006 adopted on the 19th day of January, 2006 imposing a capital improvements sales tax at a rate of one-fifth of one percent ($1/5$ of 1%) for a period of 4 years. The county's legal counsel is hereby directed to petition the Circuit Court of Boone County to issue an order pursuant to the provisions of subsection 3 of 115,127 RSMo, as amended, removing from the Official Ballot the issue previously certified to the election authority on the Sample Ballot adopted in Commission Order 21-2006.

Section 6. This Order shall be in full force and effect from and after its passage and approval.

PASSED by the County Commission this _____ day of February, 2006.

(SEAL)

Presiding Commissioner

ATTEST:

County Clerk

NOTICE OF SPECIAL ELECTION

BOONE COUNTY, MISSOURI

Notice is hereby given to the qualified voters of Boone County, Missouri, that the County Commission of the County has called a special election to be held in the County concurrently with the general municipal election on Tuesday, April 4, 2006, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**OFFICIAL BALLOT
SPECIAL ELECTION
BOONE COUNTY, MISSOURI**

TUESDAY, APRIL 4, 2006

QUESTION

Shall the County of Boone, Missouri, impose a county-wide capital improvement sales tax at the rate of one-fifth of one percent (1/5 of 1%) for a period of three (3) years from the date on which such tax is first imposed for the purpose of improving, renovating, remodeling and acquiring county buildings, including without limitation the payment of principal of and interest on any obligations issued to pay for such capital improvements?

YES
NO

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

The election will be held at the following polling places in the County:

PRECINCT

POLLING PLACE

_____	_____
—	—
_____	_____
—	—

DATED: _____, 2006.

County Clerk of Boone County, Missouri

Done this 7th day of February, 2006.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the

7th

day of February

20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 63-08NOV05 Law Enforcement Equipment Term and Supply to Ed Rohr Safety Products, Precinct Police Products, OMB Police Supply, Streicher's, and Leon Uniform Company, Inc.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 7th day of February, 2006.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

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: January 25, 2006
RE: 63-08NOV05 Law Enforcement Equipment Term & Supply

The Bid for Law Enforcement Equipment for the Boone County Sheriff's Department and Jail closed on November 8, 2005. Twelve (12) bids were received. After evaluating the cost to award by line item, the Sheriff's Department recommends awarding five contracts (see attached memo from Leasa Quick dated January 23, 2006).

These Term & Supply contracts will be paid out of departments 1251 Sheriff, 1255 Corrections, 2901 Sheriff Operations LE Sales Tax, 2902 Corrections Operations LE Sales Tax, Accounts 23300 – Uniforms, 23050 – Other Supplies, and 23850 – Minor Equipment and Tools.

Please find attached a copy of the bid tabulation and the Sheriff's Department memo for your review.

ATT: Bid Tabulation
Sheriff's Department memo

cc: Leasa Quick, Sheriff's Department
Bid File

BOONE COUNTY SHERIFF'S DEPARTMENT

INTER-OFFICE COMMUNICATION

TO: Heather Turner
FROM: Leasa
DATE: 01/24/06 10:19 AM
SUBJECT: Law Enforcement Supplies

Heather, we recommend awarding 4.7.1 – 4.7.3, 4.7.5 – 4.7.12, 4.8.4, 4.8.9, 4.8.10, 4.8.19 – 4.8.21, 4.11.1 – 4.11.6 to Ed Roehr. Item numbers 4.7.4, 4.8.6, 4.8.7, 4.8.28, 4.9.4, 4.9.5, 4.9.6 to Precinct Police Supply. Item numbers 4.8.1 – 4.8.3, 4.8.5, 4.8.8 to OMB. Item numbers 4.8.16 – 4.8.18 to Streicher's. Item numbers 4.9.1 – 4.9.3, 4.9.7, 4.9.8 to Leon.

We have tried to eliminate as much contract/invoicing/ordering as possible to keep contract administration as low as possible.

Thank you.

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Ed Roehr Safety Products, 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 Law Enforcement Equipment Term and Supply, County of Boone Request for Bid for Law Enforcement Equipment Term and Supply, bid number 63-08NOV05, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated November 7, 2005 and executed by Dathan Baldwin on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on Date of Award and extend through December 31, 2006 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.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following items:

• 4.7.1. Duty Belt	• 4.7.2. Underbelt
• 4.7.3. Hand Cuff Case	• 4.7.5. Magazine Holders
• 4.7.6. Ammo Pouches	• 4.7.7. Glove Pouches
• 4.7.8. Double Cuff Cases	• 4.7.9. Single Cuff Cases
• 4.7.10. Mace Holder-Size IV	• 4.7.11. Mace Holder-Size VI
• 4.7.12. PPCT Collapsible Baton Holder	• 4.8.4. 21" ASP Expandable Baton
• 4.8.9. Rechargeable Mag-Lite Flashlight (DC Only)	• 4.8.10. Rechargeable Mag-Lite Flashlight (AC/DC)
• 4.8.11. Mag-Lite Replacement Charger Sleeve	• 4.8.12. Mag-Lite Replacement Halogen Lamp
• 4.8.13. Mag-Lite Replacement Lens	• 4.8.15. Mag-Lite Replacement Battery Stick
• 4.8.19. Protech Riot Helmet	• 4.8.20. Streamlight Flashlight w/Charger (12 Volt Only)
• 4.8.21. Streamlight Flashlight w/Charger (AC/DC)	• 4.8.22. Streamlight Replacement Charger
• 4.8.23. Streamlight Replacement Battery Stick	• 4.8.24. Streamlight Replacement Bulb
• 4.8.25. Streamlight Replacement Lens	• 4.11.1. Code 3 Dash Laser Lights
• 4.11.2. Code 3 Low Profile Speaker	• 4.11.3. Able 2 Switch Control Box
• 4.11.4. Black Rack Radio Rack Bracket System	• 4.11.5. Setina Security Partition
• 4.11.6. Progard Shotgun Rack	

. These items shall be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above in compliance with the bid specifications and in accordance with the Contractor's bid within one to four weeks after receipt of an order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

ED ROEHR SAFETY PRODUCTS

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Keith Schnarre, Presiding Commissioner

address _____

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Departments 1251, 1255, 2901, 2902 Accounts 23300, 23050, 23850 Term/Supply

Signature Term & Supply - No Encumbrance Required Date 1/25/2006 Appropriation Account _____

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Precinct Police Products**, 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 **Law Enforcement Equipment Term and Supply**, County of Boone Request for Bid for Law Enforcement Equipment Term and Supply, bid number **63-08NOV05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **November 3, 2005** and executed by **Stacy Schreiner** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **Date of Award and extend through December 31, 2006** 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.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the **County with the following items:**

• 4.7.4. Gould & Goodrich Security Holster	• 4.8.6. Smith and Wesson Leg Irons
• 4.8.7. Smith and Wesson Belly Chain	• 4.8.28. 2 Wheel Rolotape
• 4.9.4. Blackington Badges #748	• 4.9.5. Blackington Wallet Badge #748
• 4.9.6. Blackington Hat Badge A2687W	

. These items shall be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above in compliance with the bid specifications and in accordance with the Contractor's bid within 30 days after receipt of an order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

PRECINCT POLICE PRODUCTS

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Keith Schnarre, Presiding Commissioner

address _____

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Departments 1251, 1255, 2901, 2902 Accounts 23300, 23050, 23850 Term/Supply

Signature Term & Supply - No Encumbrance Required KH Date 1/25/2006 Appropriation Account _____

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **OMB Police Supply**, 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 **Law Enforcement Equipment Term and Supply**, County of Boone Request for Bid for Law Enforcement Equipment Term and Supply, bid number **63-08NOV05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **November 7, 2005** and executed by **Robert Ralph** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **Date of Award and extend through December 31, 2006** 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.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the **County with the following items:**

• 4.8.1. Saber Defense 51H2030 Pepper Spray MK-4	• 4.8.2. Saber Defense 51H2030 Pepper Spray MK-6
• 4.8.3. Saber Defense 51H2030 Pepper Spray MK-9	• 4.8.5. Smith and Wesson Handcuffs
• 4.8.8. Porta Clip Radio Holders	

. These items shall be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above in compliance with the bid specifications and in accordance with the Contractor's bid within 30 to 45 days after receipt of an order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

OMB POLICE SUPPLY

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Keith Schnarre, Presiding Commissioner

address _____

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Departments 1251, 1255, 2901, 2902 Accounts 23300, 23050, 23850 Term/Supply

Signature Term & Supply - No Encumbrance Required Date 1/25/2006 Appropriation Account _____

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Streicher's**, 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 **Law Enforcement Equipment Term and Supply**, County of Boone Request for Bid for Law Enforcement Equipment Term and Supply, bid number **63-08NOV05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **November 3, 2005** and executed by **Jeff Glockner** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **Date of Award and extend through December 31, 2006** 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.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following items:

• 4.8.16. Nicaboyne Hi-intensity 30 Minute Flares	• 4.8.17. Nicaboyne 12 Hour Lightstick Flares
• 4.8.18. Sirchie Latent Finger Print Kit	

. These items shall be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above in compliance with the bid specifications and in accordance with the Contractor's bid within 30 days after receipt of an order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

STREICHER'S

by _____

title _____

address _____

APPROVED AS TO FORM:

County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Departments 1251, 1255, 2901, 2902 Accounts 23300, 23050, 23850 Term/Supply

Term & Supply - No Encumbrance Required *KS* *1/25/2006*
Signature Date Appropriation Account

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Leon Uniform Company, Inc.**, 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 **Law Enforcement Equipment Term and Supply**, County of Boone Request for Bid for Law Enforcement Equipment Term and Supply, bid number **63-08NOV05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **October 20, 2005** and executed by **Howard Roper** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **Date of Award and extend through December 31, 2006** 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.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following items:

• 4.9.1. Patches	• 4.9.2. Patches-Corrections Division
• 4.9.3. Blackington Collar Brass #7/HG	• 4.9.7. Whistle Chains
• 4.9.8. Uncle Mike's Nylon Hand Cuff Case	

. These items shall be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above in compliance with the bid specifications and in accordance with the Contractor's bid within 30 days after receipt of an order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the

7th

day of February

20 06

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 U. S. Communities cooperative contract for emergency purchases of office supplies with Office Depot. This is a county-wide term and supply contract.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 7th day of February, 2006.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 24, 2006
RE: 42595 – Office Supplies

Purchasing requests permission to utilize the U.S. Communities cooperative contract for office supplies with Office Depot. We currently have a non-exclusive office supply contract in place with Corporate Express, but would like to use this contract for items that are needed ASAP. I know our employees occasionally shop at Office Depot in Columbia, and this would allow them to receive the competitive 45% discount from the Supplier Catalog and 10% discount from the Wholesale Catalog.

This is a county-wide term and supply contract.

cc: Bid File

**PURCHASE AGREEMENT
FOR
OFFICE SUPPLIES**

THIS AGREEMENT dated the _____ day of _____ 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Office Depot**, 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 **Office Supplies** in compliance with all bid specifications and any addendum issued for the U.S. Communities, County of Los Angeles - California cooperative contract number **42595**. 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 County of Los Angeles - California Contract number 42595 shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with office supplies on an as needed basis per the bid specifications.

3. **Delivery** - Contractor agrees to deliver the items as specified in the bid specifications and as requested by the County.

4. **Contract Duration** - This agreement shall commence on January 2, 2006 and extend through December 31, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four 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.

5. **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.

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

7. **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.

OFFICE DEPOT

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren, County Clerk

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

June E. Pitchford

Signature *by eg*

1/25/06

Date

County-Wide Term and Supply
NO encumbrance required

Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the

7th

day of February

20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement with Maximum Inc. of Springfield, Illinois for the Cost Allocation Plan for 2005 for the Auditor's Office.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 7th day of February, 2006.

Keith Scharre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 24, 2006
RE: Maximus Inc. Agreement

Attached is an agreement with Maximus Inc. of Springfield, Illinois for the Cost Allocation Plan for the Auditor's office. The plan will be based on actual costs for the year ended December 31, 2005.

The Auditor's office requests to extend the contract for one more year and to continue to purchase this service from Maximus Inc. Attached is the professional consulting services agreement for approval and signature.

Total cost of contract is \$7,170 from department 1190 – non-departmental, account 71101 – professional services. There is a remaining balance of \$15,900 in the account.

ATTACHMENT: Professional Services Agreement

cc: June Pitchford, Auditor

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
THE COUNTY OF BOONE, MISSOURI**

THIS AGREEMENT, entered into this _____ day of _____, 2006, and effective immediately by and between MAXIMUS, INC. (hereinafter called the "Consultant") and the County of Boone, Missouri (hereinafter called the "County"),
WITNESSETH THAT:

WHEREAS, the County is interested in obtaining professional services for the preparation of a central service cost allocation plan and indirect cost rate proposal as defined in US Office of Management & Budget Circular A-87, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing such governmental cost determination studies, and

WHEREAS, the County desires to engage the Consultant to assist in preparing such a study.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The scope of services is a central service cost allocation plan and indirect cost rate proposal as defined in Consultant's proposal dated January 20, 2005, which is attached hereto and incorporated by reference.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to assure their expeditious completion and best carry out the purposes of the agreement. A final report shall be submitted to the County within six weeks after commencement of on-site work, unless the time for performance is extended at the request of County.

4. **Compensation.** Compensation for all tasks outlined in the proposal shall be a fixed fee of \$7,170.

5. **Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice for \$6,990 upon completion of the cost allocation plan and indirect cost rate proposal and acceptance by the County. ^{7,170}

6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are

Agreement for Cost Allocation Services between County of Boone County, Missouri and MAXIMUS, INC.

omission on the part of Indemnitor or Indemnitor's employees, agents or representatives.

21. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Melinda Bobbitt
Director of Purchasing
Boone County Missouri
601 E. Walnut, 2nd floor
Columbia, Missouri 65201

Bruce Cowans
Senior Vice President
MAXIMUS, INC.
1033 Skokie Blvd, Suite 350
Northbrook, Illinois 60062

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

COUNTY OF BOONE, MISSOURI

By: _____
County Official

MAXIMUS, INC., a Virginia Corporation

By: Robert H. Antrim
Robert H. Antrim, Director



CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jane Ditchford by KA 1/27/06
Auditor Date

1190-71101 # 7,170.00



MEMORANDUM

TO: Boone County Commission
 FROM: Kerry Patton
 RE: Misc Equipment
 DATE: February 1, 2006

The following items have been identified as surplus. The Purchasing Department is requesting approval for disposal by auction. Items 55-56 will be destroyed by department.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	None	(3)" Hubcaps	Ford	Crown Vic 178-16		
2.	None	VCR	Fisher	FVH810		
3.		Audio Intelligence Device		210		1262
4.		Bagphone	Ameritech	Motorola/SCA		SCN2520A
5.		Bagphone	Audiovox	CMT410		06957299A
6.		Fliphone	Motorola Microtac	34922WADBA		A56GYUT89
7.		Flipphone	Nokia	6161		1221148688
8.		(7) Flipphones	Nokia	5165		
9.		Flipphone	Nokia	7160		11009287144
10.		VHF Console	Vega	C534		
11.	3390	Digi Scan 8	Unimetrics			50222
12.		Federal Signal Switch pack				
13.		Battery Charger	Motorola	NTN4864B		
14.	7596	Motorola MT1000		H43GCU7180AN		751ATC1846
15.		Motorola P100 W/ spare Battery		H43QPU7160BN		759TRA5517
16.		Motorola Radius P200		H43RFU7160BN		792FQE2376
17.		Portable Radio	Midland	70-155B		504264
18.	7588	MT1000 W/ CHARGER	Motorola	H43GCU7180AN		751AATC1844
19.		Portable Radio Charger	Midland	70C06		
20.		Desktop phone	Nortel	7310		NT8B21AC-35

21.	None	Chair	Worth		Bad Seat, Poor chair	
22.	10703	20000lb Trailer	Contrail	C-20	Fair, unit has some damage to tongue	4KNFC1925TL1614 17
23.	12887	Chair, burgundy	Cramer		Does not adjust the way it should, wobbly	
24.	11671	Chair, blue	Triton	MAXAU28	Needs new cloth cover	
25.	11676	Chair, blue	Triton	MAXAU28	Needs new cloth cover	
26.	11670	Chair, blue	Triton	MAXAU28	Needs new cloth cover	
27.	11668	Chair, blue	Triton	MAXAU28	Needs new cloth cover	
28.	None	Chair, swivel	Worth		Bad Seat	
29.	None	Ayoin Display Touch Screen (June 1999)		2001TS	Non Service available, no longer working	T367091100196
30.	12610	Ayoin Display Touch Screen (April 2000)		2001TS	Non Service available, no longer working	00170069
31.	12910	Dryer	Amana	ALE866SAW	Fair, works	S00002230016
32.	12337	Washer	Amana	LWA40AW	Fair, works	
33.	13885	Carpet Cleaner	Bissell	Pro Tech UPR 792OH	Broken, does not work.	02304303
34.	05612	Typewriter	Sharp	ZX515	Bad Doesn't Work	60230223
35.	7014	Tilt Kettle	Garland	KT6ESK24	Poor Heating elements & Thermostat not working	9E6100
36.	None	5 Drawer File Cabinet	Unknown	Unknown	Bad, second drawer is broken	
37.	None	(32) Lumbar	2"x12"x19.5	#2 Grade Pine	Used, but good	
38.	8951	Paddle Wheel Elevating	John Deere	Scraper	Good (4107 Hours)	T0762BX771972
39.	10182	Task Chair (Blue)	Hon	W/O arms	Fair Adjustable height does not adjust	
40.	12138	Snowblower	Yard Machine		Good	
41.	07010	Hot water Booster Heater	Cleveland Range Co		Poor, scaled up	
42.	12645	Push Sweeper	Dayton		Good	
43.	None	Grass Edger	Little Wonder		Good	
44.	None	Leaf Sweeper	Agri Fab	26 "	Good	
45.	None	Mailbox	BC Property Tax	Brown	Fair	
46.	None	Bicycle Rack		Yellow	Good	
47.	None	Metal Tool Box		Almond Color,	Good	

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: February 3, 2006
RE: 03-26JAN06 Brush Chipper

The Bid for a New Model Year 2005/2006 Brush Chipper closed on January 26, 2006. Five bids were received. Purchasing and the Public Work's department recommend award to Luby Equipment for submitting the low bid.

Total cost of the contract is \$36,500.00 to be paid out of department 2040 - PW Maintenance Operations, account number 92300 – Replacement Machinery & Equipment. The original budgeted amount for this purchase was \$37,000.00. Attached to this memo, please find a copy of a memo from Greg Edington requesting that Public Works retain the brush chipper currently in operation.

Please find attached a copy of the bid tabulation and memo from Greg Edington for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
David Mink, Public Works
Bid File

To: County Clerk's Office

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Comm Order # _____

Return to Auditor's Office

2/1/06

REQUEST
DATE

10398

VENDOR
NO.

Luby Equipment

VENDOR NAME

2300 Cassens Drive

ADDRESS

Fenton

CITY

636-343-9970

PHONE #

MO 63026

STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.860, 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)

#03-26JAN06

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2040

Bill to Department # 2040

Department				Account				Item Description	Qty	Unit Price	Amount	
2	0	4	0	9	2	3	0	0	Brush Chipper	1	36500.00	36500.00

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.

Prepared By

David ...
2/1/06
Requesting Official

cg

Auditor Approval

4. Response Form

4.1. Company Name: LUBY EQUIPMENT
 4.2. Address: 2300 CASSENS DRIVE
 4.3. City/Zip: FENTON, MO. 63026
 4.4. Phone Number: 636-343-9970
 4.5. Fax Number: 636-343-4811
 4.6. Federal Tax ID: 43-1037077

- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. PRICING

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
4.7.1. Brush Chipper as per Section 2	\$ <u>36500</u>	1	\$ <u>36500</u>
4.7.2. Optional: Winch (as per 2.1.17.)	\$ <u>2500</u>	1	\$ <u>2500</u>
4.7.3. Optional: Trade-In - 1994 Vermeer Model 1250 with approx. 1375 hours	(\$ <u>6000</u>)	1	(\$ <u>6000</u>)
4.8. GRAND TOTAL (4.7.1. + 4.7.2. - 4.7.3.)			\$ <u>33000</u>

4.9. Describe Warranty Features:

1 YEAR ENTIRE MACHINE
ADDITIONAL 1 YEAR ON ALL MORBARK COMPONENTS
5 YR. 3000 HOUR ON CAT ENGINE

4.10. Describe Any Deviations

- 2.1.4 EXCEED H.P. SPEC: CAT 130 H.P. ENGINE
 2.1.6 TRAILER FRAME: 2X6 TUBULAR FRAME WITH 4X6 MAIN BEAM
 2.1.13 FEED SYSTEM DIMENSIONS: 20" INFEED, 31" FEED TABLE
HORIZONTAL ROLLERS
 2.1.14 DISCHARGE HEIGHT: 360° ROTATION

**PURCHASE AGREEMENT FOR
New Model Year 2005/2006 Brush Chipper**

THIS AGREEMENT dated the _____ day of _____ 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Luby Equipment**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the New Model Year 2005/2006 Brush Chipper, bid number **03-26JAN06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated January 17, 2006 and executed by R. Douglas Juergensen, 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 terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

- Item 4.7.1. – Brush Chipper as per Section 2 \$36,500.00

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 30 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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: February 3, 2006
RE: 03-26JAN06 Brush Chipper

The Bid for a New Model Year 2005/2006 Brush Chipper closed on January 26, 2006. Five bids were received. Purchasing and the Public Work's department recommend award to Luby Equipment for submitting the low bid.

Total cost of the contract is \$36,500.00 to be paid out of department 2040 - PW Maintenance Operations, account number 92300 - Replacement Machinery & Equipment. The original budgeted amount for this purchase was \$37,000.00. Attached to this memo, please find a copy of a memo from Greg Edington requesting that Public Works retain the brush chipper currently in operation.

Please find attached a copy of the bid tabulation and memo from Greg Edington for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
David Mink, Public Works
Bid File

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: February 2, 2006
To: David Mink
From: Greg Edington
Subject: Brush Chipper Purchase – Retaining proposed trade unit

The Maintenance Operations Division is requesting to retain its existing brush chipper and utilize it as a back-up unit. The division recently advertised and received bids for a Brush Chipper (Bid # 03-26JAN06). The bid included a line item for a vendor supplied trade-in amount which we made optional in case a fair price was not offered. The Vendor, in my opinion, offered a fair price for the trade but this particular piece of equipment is vital to operations.

The Urban service area crew(s) use the brush chipper nearly every day and often experience downtime due to machine failure and maintenance. In order for the crew(s) to keep on-task we would recommend keeping the old brush chipper and using it when the newer machine experiences downtime. I have, on several occasions, tried to rent brush chipping equipment and there seems to be no availability for that type of machine.

The Division budgeted for the new brush chipper in Account 2040-92300 (Replacement Machinery and Equipment) for FY2006. We are requesting to move the allocated funds to Account 2040-91300 (New Machinery and Equipment) for the purchase of the new brush chipper or follow any other recommendations from the Auditors office. The successful bidder submitted a price for the new brush chipper that was lower (\$500) than the budgeted amount even when excluding trade-in value.

The existing unit is still functioning and would serve well as a back-up unit for the next 2 to 3 years. Thank you for your consideration in this matter.

**Bid Tab 03-26JAN06
New Model Year 2005/2006 Brush Chipper**

Pricing	Qty	Vermeer Great Plains, Inc.		Luby Equipment Services		Vermeer Midwest		Vermeer of the Ozarks		Vermeer of the Ozarks All Bid	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
4.7.1	1	\$ 41,650.00	\$ 38,500.00	\$ 36,500.00	\$ 36,500.00	\$ 39,270.00	\$ 39,270.00	\$ 57,150.00	\$ 57,150.00	\$ 38,100.00	\$ 39,100.00
4.7.2	1	\$ 3,425.00	\$ 3,250.00	\$ 2,500.00	\$ 2,500.00	\$ 3,315.00	\$ 3,315.00	\$ 3,460.00	\$ 3,460.00	\$ 3,460.00	\$ 3,460.00
4.7.3	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,800.00	\$ 5,800.00	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00
4.8			\$ 35,750.00		\$ 33,000.00		\$ 36,785.00		\$ 55,710.00		\$ 37,880.00
4.12			Yes		Yes		No		Yes		Yes
4.13					30 days		60-90 days		30-60 days		30-60 days

NO Bids

Crown Power Equip
Ozark Machinery Co

Comm Order # _____

1/30/2006

PURCHASE REQUISITION Return to Auditor's Office

BOONE COUNTY, MISSOURI

REQUEST DATE

197

VENDOR NO.

City of Ashland

VENDOR NAME

City Hall P.O. Box 135
ADDRESS

Ashland
CITY

PHONE #

MO 65010
STATE ZIP

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

<input type="checkbox"/> Bid /RFP (enter # below) <input type="checkbox"/> Sole Source (enter # below) <input type="checkbox"/> Emergency Procurement (enter # below) <input type="checkbox"/> Written Quotes (3) Attached (>\$750 to \$4,499) <input type="checkbox"/> Purchase is <\$750 and is NOT covered by an existing bid or sole source	<input type="checkbox"/> Utility <input type="checkbox"/> Employee Travel/Meal Reimb <input type="checkbox"/> Training (registration/conf fees) <input type="checkbox"/> Dues <input type="checkbox"/> Pub/Subscription/Transcript Copies <input type="checkbox"/> Refund of Fees Previously Paid to County <input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable <input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Not Susceptible to Bidding for Other Reasons (Explain):	Not Subject To Bidding (select appropriate response below): <input type="checkbox"/> Mandatory Payment to Other Govt <input type="checkbox"/> Court Case Travel/Meal Reimb <input type="checkbox"/> Tool and Uniform Reimb <input type="checkbox"/> Inmate Housing <input type="checkbox"/> Remit Payroll Withheld <input type="checkbox"/> Agency Fund Dist (dept #s 7XXX)
---	--	--

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2049

Bill to Department # 2049

Department				Account					Item Description	Qty	Unit Price	Amount
2	0	4	9	7	1	4	5	0	2006 Revenue Sharing Award	1	67500	67500

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.

NATALIE S MEIGHAN
Prepared By

Requesting Official

Auditor Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Ashland a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Sixty seven thousand five hundred dollars (\$67500) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Comm Order # _____

Return to Auditor's Office

1/30/2006

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

REQUEST DATE

199

VENDOR NO.

City of Centralia

VENDOR NAME

114 South Rollins
ADDRESS

Centralia
CITY

PHONE #

MO 65240
STATE ZIP

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)

#
(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2049

Bill to Department # 2049

Department				Account					Item Description	Qty	Unit Price	Amount
2	0	4	9	7	1	4	5	0	2006 Revenue Sharing Award	1	80000	80000

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.

NATALIE S MEIGHAN

Prepared By

Natalie S Meighan
Requesting Official

cg

Auditor Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Centralia a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Eighty thousand dollars (\$80000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

Comm Order # _____
Return to Auditor's Office

1/30/2006

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

REQUEST DATE

180
VENDOR NO.

Centralia Special Road District
VENDOR NAME
431 N. Fuulenwider
ADDRESS

Centralia
CITY

PHONE #
MO STATE 65240
ZIP

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)

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2049

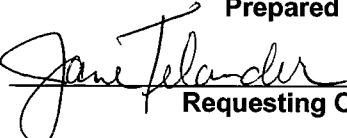
Bill to Department # 2049

Department				Account						Item Description	Qty	Unit Price	Amount
2	0	4	9	7	1	4	5	0	2006 Revenue Sharing Award	1	80000	80000	

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.

NATALIE S MEIGHAN

Prepared By


Requesting Official



Auditor Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Centralia Special Road District a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Eighty thousand dollars (\$80000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

1/30/2006

REQUEST DATE

200

VENDOR NO.

City of Columbia

VENDOR NAME

**P.O. Box 6015
ADDRESS**

**Columbia
CITY**

PHONE #

**MO 65205
STATE ZIP**

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

- | | | |
|---|--|--|
| <input type="checkbox"/> Bid /RFP (enter # below)
<input type="checkbox"/> Sole Source (enter # below)
<input type="checkbox"/> Emergency Procurement (enter # below)
<input type="checkbox"/> Written Quotes (3) Attached (>\$750 to \$4,499)
<input type="checkbox"/> Purchase is <\$750 and is NOT covered by an existing bid or sole source | Not Subject To Bidding (select appropriate response below):
<input type="checkbox"/> Utility
<input type="checkbox"/> Employee Travel/Meal Reimb
<input type="checkbox"/> Training (registration/conf fees)
<input type="checkbox"/> Dues
<input type="checkbox"/> Pub/Subscription/Transcript Copies
<input type="checkbox"/> Refund of Fees Previously Paid to County
<input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
<input checked="" type="checkbox"/> Intergovernmental Agreement
<input type="checkbox"/> Not Susceptible to Bidding for Other Reasons (Explain): | <input type="checkbox"/> Mandatory Payment to Other Govt
<input type="checkbox"/> Court Case Travel/Meal Reimb
<input type="checkbox"/> Tool and Uniform Reimb
<input type="checkbox"/> Inmate Housing
<input type="checkbox"/> Remit Payroll Withheld
<input type="checkbox"/> Agency Fund Dist (dept #s 7XXX) |
|---|--|--|

#
(Enter Applicable Bid / Sole Source / Emergency Number)


Ship to Department # 2049

Bill to Department # 2049

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 9	7 1 4 5 0	2006 Revenue Sharing Award	1	300000	300000

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.

NATALIE S MEIGHAN

 Prepared By


 Requesting Official



 Auditor Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Columbia a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Three hundred thousand dollars (\$300000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Comm Order # _____

Return to Auditor's Office

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

1/30/2006

REQUEST DATE

202

City of Hallsville

VENDOR NO.

VENDOR NAME

**P.O. Box 170
ADDRESS**

**Hallsville
CITY**

PHONE #

**MO 65255
STATE ZIP**

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)

#
(Enter Applicable Bid / Sole Source / Emergency Number)

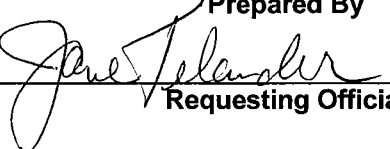
Ship to Department # 2049

Bill to Department # 2049

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 9	7 1 4 5 0	2006 Revenue Sharing Award	1	65000	65000

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.

NATALIE S MEIGHAN

 Prepared By


 Requesting Official



 Auditor Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Hallsville a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Sixty five thousand dollars (\$65000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

Comm Order # _____

Return to Auditor's Office

1/30/2006

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

REQUEST DATE

203

City of Harrisburg

VENDOR NO.

VENDOR NAME

PHONE #

221 South Harris ADDRESS

Harrisburg CITY

MO STATE 65256 ZIP

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

- | | | |
|---|--|--|
| <input type="checkbox"/> Bid /RFP (enter # below)
<input type="checkbox"/> Sole Source (enter # below)
<input type="checkbox"/> Emergency Procurement (enter # below)
<input type="checkbox"/> Written Quotes (3) Attached (>\$750 to \$4,499)
<input type="checkbox"/> Purchase is <\$750 and is NOT covered by an existing bid or sole source | Not Subject To Bidding (select appropriate response below):
<input type="checkbox"/> Utility
<input type="checkbox"/> Employee Travel/Meal Reimb
<input type="checkbox"/> Training (registration/conf fees)
<input type="checkbox"/> Dues
<input type="checkbox"/> Pub/Subscription/Transcript Copies
<input type="checkbox"/> Refund of Fees Previously Paid to County
<input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
<input checked="" type="checkbox"/> Intergovernmental Agreement
<input type="checkbox"/> Not Susceptible to Bidding for Other Reasons (Explain): | <input type="checkbox"/> Mandatory Payment to Other Govt
<input type="checkbox"/> Court Case Travel/Meal Reimb
<input type="checkbox"/> Tool and Uniform Reimb
<input type="checkbox"/> Inmate Housing
<input type="checkbox"/> Remit Payroll Withheld
<input type="checkbox"/> Agency Fund Dist (dept #s 7XXX) |
|---|--|--|

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2049

Bill to Department # 2049

Department				Account					Item Description	Qty	Unit Price	Amount
2	0	4	9	7	1	4	5	0	2006 Revenue Sharing Award	1	18000	18000

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.

NATALIE S MEIGHAN

 Prepared By
Jane Tolander

 Requesting Official

cg

 Auditor Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Harrisburg a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Eighteen thousand dollars (\$18000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

Comm Order # _____

PURCHASE REQUISITION Return to Auditor's Office

BOONE COUNTY, MISSOURI

1/30/2006

**REQUEST
DATE**

10264

City of Huntsdale

573-445-4155

**VENDOR
NO.**

VENDOR NAME

PHONE #

**8805 W. Sarr Street
ADDRESS**

**Columbia
CITY**

**MO 65203
STATE ZIP**

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)

#
(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2049

Bill to Department # 2049

Department				Account					Item Description	Qty	Unit Price	Amount
2	0	4	9	7	1	4	5	0	2006 Revenue Sharing Award	1	10000	10000

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.

NATALIE S MEIGHAN

Prepared By

(Signature)
Requesting Official

(Signature)

Auditor Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Huntsdale a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Ten thousand dollars (\$10000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

Comm Order # _____

PURCHASE REQUISITION

Return to Auditor's Office

BOONE COUNTY, MISSOURI

1/30/2006

REQUEST DATE

5272

VENDOR NO.

City of McBaine

VENDOR NAME

6415 S. Allen Street
ADDRESS

Columbia
CITY

PHONE #

MO 65203
STATE ZIP

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)

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2049

Bill to Department # 2049

Department				Account				Item Description	Qty	Unit Price	Amount	
2	0	4	9	7	1	4	5	0	2006 Revenue Sharing Award	1	7000	7000

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.

NATALIE S MEIGHAN
 Prepared By
Jane Selander
 Requesting Official

Cg
 Auditor Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of McBaine a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Seven thousand dollars (\$7000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

Comm Order # _____

PURCHASE REQUISITION Return to Auditor's Office

BOONE COUNTY, MISSOURI

1/30/2006

REQUEST DATE

****NEW****

VENDOR NO.

City of Pierpont

VENDOR NAME

ADDRESS

Columbia
CITY

PHONE #

MO 65203
STATE ZIP

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

- | | | |
|---|--|--|
| <input type="checkbox"/> Bid /RFP (enter # below)
<input type="checkbox"/> Sole Source (enter # below)
<input type="checkbox"/> Emergency Procurement (enter # below)
<input type="checkbox"/> Written Quotes (3) Attached (>\$750 to \$4,499)
<input type="checkbox"/> Purchase is <\$750 and is NOT covered by an existing bid or sole source | <p style="text-align: center;">Not Subject To Bidding (select appropriate response below):</p> <input type="checkbox"/> Utility
<input type="checkbox"/> Employee Travel/Meal Reimb
<input type="checkbox"/> Training (registration/conf fees)
<input type="checkbox"/> Dues
<input type="checkbox"/> Pub/Subscription/Transcript Copies
<input type="checkbox"/> Refund of Fees Previously Paid to County
<input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
<input checked="" type="checkbox"/> Intergovernmental Agreement
<input type="checkbox"/> Not Susceptible to Bidding for Other Reasons (Explain): | <input type="checkbox"/> Mandatory Payment to Other Govt
<input type="checkbox"/> Court Case Travel/Meal Reimb
<input type="checkbox"/> Tool and Uniform Reimb
<input type="checkbox"/> Inmate Housing
<input type="checkbox"/> Remit Payroll Withheld
<input type="checkbox"/> Agency Fund Dist (dept #s 7XXX) |
|---|--|--|

#
(Enter Applicable Bid / Sole Source / Emergency Number)

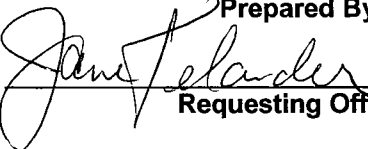
Ship to Department # 2049

Bill to Department # 2049

Department				Account					Item Description	Qty	Unit Price	Amount
2	0	4	9	7	1	4	5	0	2006 Revenue Sharing Award	1	2500	2500

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.

NATALIE S MEIGHAN

 Prepared By

 Requesting Official

cg

 Auditor Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Pierpont a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Two thousand five hundred dollars (\$2500) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

1/30/2006

PURCHASE REQUISITION

Return to Auditor's Office

BOONE COUNTY, MISSOURI

REQUEST DATE

205

City of Rocheport

VENDOR NO.

VENDOR NAME

PHONE #

PO Box 53 108 Central Street
ADDRESS

Rocheport
CITY

MO 65279
STATE ZIP

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
- #**
(Enter Applicable Bid / Sole Source / Emergency Number)
- 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)

Ship to Department # 2049

Bill to Department # 2049

Department				Account						Item Description	Qty	Unit Price	Amount
2	0	4	9	7	1	4	5	0	2006 Revenue Sharing Award	1	33300	33300	

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.

NATALIE S MEIGHAN

Prepared By

Natalie S Meighan
Requesting Official

cg

Auditor Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Rocheport a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Thirty three thousand three hundred dollars (\$33300) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this _____ day of _____, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Sturgeon a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Twenty eight thousand one hundred seventy seven dollars (\$28177) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Allstate Consultants (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

RATE SCHEDULE

REVISED: January 1, 2006

<u>ITEM</u>	<u>HOURLY RATE</u>
PRINCIPAL ENGINEER/SURVEYOR III.....	\$105.00
ENGINEER III.....	\$98.00
ENGINEER II.....	\$88.00
ENGINEER I.....	\$78.00
TECHNICIAN IV/SURVEYOR II.....	\$78.00
TECHNICIAN III.....	\$65.00
SURVEYOR I.....	\$65.00
TECHNICIAN II.....	\$55.00
TECHNICIAN I.....	\$40.00
CREW (2 MEN).....	\$105.00
CREW (3 MEN).....	\$115.00
INVESTIGATOR II.....	\$88.00
SENIOR INVESTIGATOR.....	\$53.00
INVESTIGATOR I.....	\$48.00
GPS RECEIVERS (PER UNIT).....	\$100.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$25.00/day
MILEAGE.....	IRS Rate
ATV (PER UNIT).....	\$100.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

A L L S T A T E C O N S U L T A N T S , P . C .

3312 LeMone Industrial Blvd., Columbia, MO. 65201 (573) 875-8799/FAX (573) 875-8850
P.O. Box 156, 119 S. Main St., Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$ 2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	0.60/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	150.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	185.00/hour
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content.....	6.00/test
Dry Unit Weight.....	10.00/test
Unconfined Compressive Strength.....	26.00/test
With Stress vs. Strain Curve.....	55.00/test
Calibrated Penetrometer Test.....	4.00/test
Visual Soil Classification.....	5.00/test
Atterberg Limits.....	60.00/test
Sieve Analysis (with wet wash over No. 200 sieve).....	60.00/test
Hydrometer Analysis.....	60.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	95.00/test
Specific Gravity Determination.....	60.00/test
Swell Potential (1 Surcharge Pressure).....	100.00/test
Swell Potential and Swell Pressure.....	200.00/test
Consolidation Test with e log p Curve.....	400.00/test
With Time vs. Deformation Plots.....	50.00/plot
Standard Proctor Test.....	145.00/test
Modified Proctor Test.....	195.00/test
Laboratory CBR Test (Per Specimen).....	180.00/test
Concrete Compressive Strength Tests.....	15.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	10.00/each
Concrete Flexural Strength Tests.....	50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

A L L S T A T E C O N S U L T A N T S , P . C .

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573) 875-8850
P.O. Box 156, 119 S. Main St., Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

ALLSTATE CONSULTANTS

By [Signature]

Title PRESIDENT

Dated: 1/03/06

BOONE COUNTY, MISSOURI

By _____

Keith Schnarre, Presiding Commissioner

Dated: _____

APPROVED AS TO FORM:

County Attorney

ATTEST:

County Clerk

APPROVED:

[Signature] 1/31/06
Director, Boone County Public Works

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

June E. Mitchell 2/3/06
Auditor [Signature] Date
no encumbrance required

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Barr Engineering Company (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.



Fee Schedule—2006

Rev. 01/01/06

Description	Rate ⁴ (dollars)
Principal Engineer/Scientist	\$90-180
Senior Consultants ¹	\$90-180
Senior Engineer/Scientist ¹	\$80-120
Engineer/Scientist ¹	\$55-90
Computer Specialist	\$55-120
Senior Technician ²	\$60-100
Technician ²	\$40-75
Communication Specialist	\$70-120
Support Service/Technical Manager	\$80-155
Support Personnel ³	\$35-85

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Reimbursable expenses including, but not limited to, the actual and reasonable costs of transportation, meals, lodging, long-distance telephone charges, parking costs, postage, and shipping charges will be billed at actual cost. Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules. Mileage will be billed at the IRS-allowable rate.

¹ Includes engineers, ecologists, biologists, chemists, hydrogeologists, geologists, industrial hygienists, soil scientists, meteorologists, environmental scientists, information technology specialists, and landscape architects.

² Includes surveyors, drafters, CADD operators, designers, cost estimators, construction observers, water, air and waste samplers, safety technicians, interns, and data management technicians.

³ Includes word processing, report production, project accounting, information specialist, and other project support personnel.

⁴ Rates do not include sales tax on services that may be required in some states.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

BARR ENGINEERING COMPANY

By Alan J. Fausby

Title V.P.

Dated: 1-6-2006

BOONE COUNTY, MISSOURI

By _____

Keith Schnarre, Presiding Commissioner

Dated: _____

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

County Clerk

APPROVED:

David [Signature] 1/31/06
Director, Boone County Public Works

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

June E. [Signature] 2/3/2006
Auditor [Signature] Date
No encumbrance required

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

BUCHER, WILLIS & RATLIFF CORP.

By [Signature]

Title Exec. Vice-President

Dated: 1/11/06

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature] 1/31/06
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By _____

Keith Schnarre, Presiding Commissioner

Dated: _____

ATTEST:

County Clerk

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature] 2/3/2006
Auditor by leg Date
no encumbrance required

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and A Civil Group (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days