

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the November Adjourned Term. 20 02


In the County Commission of said county, on the 10<sup>th</sup> day of January 20 02  
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid MM30 for Hot Bituminous Asphalt to APAC Missouri Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreement.

Done this 10<sup>th</sup> day of January, 2002.

  
Don Stamper  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

ABSENT  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Marlene Ridgway**  
Buyer



601 E. Walnut, 2nd Flr  
Columbia, MO 65201  
(573) 886-4392

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: MM30 – Hot Bituminous Asphalt  
DATE: December 27, 2001

The members of the Mid-Missouri Purchasing Cooperative have reviewed the above referenced bid response and have determined that APAC submitted the lowest and best bid meeting the minimum bid specifications. We are recommending acceptance of this award and approval of the contract documents.

This is a term and supply contract, hence no need for purchase orders. The bid tabulation is attached for your review.

**BID TABULATION**  
**MM30 - HOT BITUMINOUS ASPHALT**

		ANALYSIS PER TON DELIVERED				
Vendor		APAC	APAC	APAC	APAC	APAC
APAC		Delivered Price per ton B mix	Delivered Price per ton C mix	Delivered Price per ton D mix	Delivered Price per ton Cold Mix A	Delivered Price per ton Cold Mix B
<b>1</b>	<b>Plant Mixed Hot Asphalt, F.O.B. Plant</b>	<b>Cost Per Ton</b>				
	A "B" Mix	\$26.00				
	B "C" Mix	\$26.00				
	C "D" Mix	\$26.00				
<b>2</b>	<b>Delivery costs, additional to F.O.B. prices above:</b>					
	<b>NW Quadrant</b>					
	Zone 1	\$1.61	\$27.61	\$27.61	\$27.61	\$41.61
	Zone 2	\$1.73	\$27.73	\$27.73	\$27.73	\$41.73
	Zone 3	\$2.32	\$28.32	\$28.32	\$28.32	\$42.32
	Zone 4	\$2.95	\$28.95	\$28.95	\$28.95	\$42.95
	Zone 5	\$3.45	\$29.45	\$29.45	\$29.45	\$43.45
	<b>NE Quadrant</b>					
	Zone 1	\$1.61	\$27.61	\$27.61	\$27.61	\$41.61
	Zone 2	\$1.76	\$27.76	\$27.76	\$27.76	\$41.76
	Zone 3	\$2.32	\$28.32	\$28.32	\$28.32	\$42.32
	Zone 4	\$3.16	\$29.16	\$29.16	\$29.16	\$43.16
	Zone 5	\$3.62	\$29.62	\$29.62	\$29.62	\$43.62
	<b>SW Quadrant</b>					
	Zone 1	\$2.85	\$28.85	\$28.85	\$28.85	\$42.85
	Zone 2	\$3.05	\$29.05	\$29.05	\$29.05	\$43.05
	Zone 3	\$3.62	\$29.62	\$29.62	\$29.62	\$43.62
	Zone 4	\$4.21	\$30.21	\$30.21	\$30.21	\$44.21
	Zone 5	\$4.77	\$30.77	\$30.77	\$30.77	\$44.77
	<b>SE Quadrant</b>					
	Zone 1	\$2.18	\$28.18	\$28.18	\$28.18	\$42.18
	Zone 2	\$2.58	\$28.58	\$28.58	\$28.58	\$42.58
	Zone 3	\$3.54	\$29.54	\$29.54	\$29.54	\$43.54
	Zone 4	\$4.07	\$30.07	\$30.07	\$30.07	\$44.07
	Zone 5	\$4.63	\$30.63	\$30.63	\$30.63	\$44.63
<b>3</b>	<b>Cold Mix Asphalt</b>					
A	Cold-mix w/anti stripping agent. Approximately 240 tons. Cost per ton at Plant	\$40.00				
B	UPM Cold Mix (Unique Paving Materials) Approximately 180 tons. Cost per ton at Plant	\$70.00				
	Cooperative Delivery Date	Yes	48 hours			

**PURCHASE AGREEMENT  
FOR  
HOT BITUMINOUS ASPHALT**

THIS AGREEMENT dated the 10<sup>th</sup> day of January, 2002 made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and APAC Missouri, 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 agreement for Hot Bituminous Asphalt, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Hot Bituminous Asphalt, bid number MM30, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Timothy B. Paulson, Vice President). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the office of the Boone County Clerk and/or Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Hot Bituminous Asphalt when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. 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. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending December 31, 2002.
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 ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

**APAC Missouri, Inc.**

by Donald G. Martin  
title President

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
Don Stamper  
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

<u>no encumbrance required</u>	<u>12/28/01</u>	Term/Supply
Signature	Date	<u>2040-26400</u>
		Appropriation Account



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR QUOTATION (BID)

Sheet 1 of 9

Bid No.:

( MM30 )

Date of Bid:

(November 30, 2001)

Buyer Contact Name: Marlene Ridgway

Phone Number: (573) 886-4392

Bid Closing:

Date: December 18, 2001

Time: 1:25 P.M.

Commodities or Service Requested: Hot Bituminous Asphalt

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

Boone County Purchasing

601 E. Walnut, 2nd Floor

Columbia, MO 65201

(573) 886-4392

**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**  
**INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING**

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative.
  - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
  - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start shall be stated in definite terms, as they will be taken into consideration in making the award.
8. Cooperative Member Agencies reserve the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor **must** notify the Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.

**11. RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. Bidders may contact the Member Agency office to review the bid responses.

a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason therefor, including causes beyond the control of the bidder.

b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.

**12. WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verifications of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.

b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a nonintentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

**13.** The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be returned unopened to the offeror for resubmittal at the new date and time of bid closing.





## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

### GENERAL PROVISIONS

1. **BID RESPONSE:**

The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this requirement, return of the bid form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.

2. **BID ACCEPTANCE:**

A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.

3. **OSHA COMPLIANCE:**

All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.

4. **INSPECTION AND ACCEPTANCE:**

Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.

5. **VARIATION IN QUANTITY:**

No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

6. **COMMERCIAL WARRANTY:**

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.

7. **DISCOUNTS:**

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.

8. **PATENT AND COPYRIGHT:**

- a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
- b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.

9. **DISPUTES:**

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.

10. **TERMINATION FOR DEFAULT:**

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

**TERMINATION FOR CONVENIENCE:**

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

**12. TERM & SUPPLY CONTRACT DEFINED:**

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles commodities, supplies, materials and equipment solely from the supplier of whom the requirement contract is awarded for the contract term.

**13. FUND ALLOCATION:**

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

**14. OFFICIALS NOT TO BENEFIT:**

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**15. HAZARDOUS MATERIAL:**

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

**16. DOMESTIC PRODUCTS:**

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

**17. RECYCLED PRODUCTS:**

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

**18. EQUAL OPPORTUNITY:**

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**19. AMERICANS WITH DISABILITIES ACT:**

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Sheet 6 of 9  
Bid No. MM30

PRICES TO BE QUOTED FOB DESTINATION

### SPECIFICATIONS for HOT BITUMINOUS ASPHALT MIX

The Mid-Missouri Public Purchasing Cooperative wishes to purchase bituminous asphalt mixtures, which will be used in road maintenance programs. Entities participating in this request include the County of Boone, City of Columbia, City of Hallsville, and the City of Centralia. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders. The vendor shall provide the asphalt materials listed below, as needed, from January 1, 2002 through December 31, 2002.

The mixes will be used for wedge coats generally not exceeding 1 1/2" in thickness (B mix), a surface or wearing lift generally not exceeding 1" in thickness (C mix) and a fine mix for thin application (D mix). The major portion of mix purchased will be for surface or wearing lifts.

The mixes shall be of a "commercial" grade or the mixes commonly made at the plant. Bidder shall provide the characteristics of the mixes proposed in their bid.

The quantities listed are estimated annual quantities for the award period. The entities reserve the right to increase/decrease the quantities shown in order to meet its operating requirements.

Bids will be evaluated on the basis of total "in-place" cost as established from historical cost data compiled by the City of Columbia and/or Boone County. Bids will not be awarded solely on the lowest price per ton.

Bidders should complete a separate bid form for each plant location from which material is to be supplied.

The total prices quoted shall include all overhead, labor, heating, depreciation, and any other costs associated with the production and/or delivery of the mix. The successful bidder will be required to bill each entity separately. In addition, The Bidder offering the lowest and best bid may be required to provide a mix formula for each product in their bid response prior to bid award.

All distances referenced in these bid specifications shall be as measured using the attached map and not as driven by a vehicle.

**Northwest Quadrant** shall be north of Interstate I-70 and west of U.S. Route 63 but not including any areas within the Corporate City Limits of Columbia.

**Northeast Quadrant** shall be north of Interstate I-70 and east of U.S. Route 63 but not including any areas within the Corporate City Limits of Columbia.

**Southwest Quadrant** shall be south of Interstate I-70 and west of U.S. Route 63 but not including any areas within the Corporate City Limits of Columbia.

**Southeast Quadrant** shall be south of Interstate I-70 and east of U.S. Route 63 but not including any areas within the Corporate City Limits of Columbia.



## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Sheet 7 of 9  
Bid No. MM30

### PRICES TO BE QUOTED FOB DESTINATION

**Zone 1** shall consist of the Corporate City Limits of Columbia, Missouri as indicated and highlighted on the attached map, and labeled as Zone 1. Please note that in the Southwest Quadrant a very small portion extends through Zone 2 and Zone 3. This small portion shall be considered to be Zone 1.

**Zone 2** shall consist of the Boone County Urban Service Area as indicated on the attached map as identified as **Zone 2**.

**Zone 3** shall begin at Zone 2 border plus five (5) miles as indicated on the attached map as **Zone 3** and / or to the County Line were applicable.

**Zone 4** shall begin at Zone 2 border plus ten (10) miles as indicated on the attached map as **Zone 4** and / or to the County Line were applicable.

**Zone 5** shall consist of the area from Zone 4 border to the County Line.

### SPECIAL CONDITIONS

The participating entities reserve the right to inspect and/or take samples from the bidder's plant or at job sites during the bid evaluation process or at any time during the contract period to assure compliance with County and/or State specifications for asphalt.

Bidders must be capable of producing for pickup approximately 1,400 tons of Hot Mix per day. Normal daily usage averages approximately 75 tons per day.

All receipts must be identified with the appropriate Entity, Department or Division, job site, signed by an employee, and a copy furnished to the employee.

The successful bidder will be responsible for assuring Entity(s) employee's identity prior to issuing or delivering material. The Entity(s) will not be responsible for material issued to persons not properly identified as Entity(s) employees.

Items included in any other specific contracts are excluded from this purchase order and/or contract. If any question or doubt arises in this area, the Entity(s) are to be contacted for clarification.

1. Blanket orders will be issued as authority to purchase in compliance with the bid award.
2. Purchase orders showing actual line items may also be issued against this purchase order.
3. Purchase orders will be issued to more than one company in case of a plant breakdown. This will eliminate obtaining a special purchase order in the event of an emergency.

If your firm is not willing to supply materials as a back-up supplier at the same prices quoted, this should be clearly indicated.

Each Entity may require asphalt on not more than 6 Saturdays during the paving season covered by this quotation. The material must be available to the Entity(s) at the prices bid provided the Entity(s) furnishes at least 3 days prior notice to the bidder.

The successful bidder will designate a person within the organization to be responsible for communications with the Entity(s). This person shall notify the Entity(s) of any problems that affect the bidder's ability to fulfill the obligations of this agreement. Notifications shall include but not be limited to items such as plant shutdown, plant capacity fully allocated to other projects, changes in plant mixes, etc. Notifications may be verbal but shall be at least 48 hours in advance of any time which material will not be available to the Entity(s). Entity designees will be identified when the contract or blanket purchase orders are issued.

If the person designated by the bidder is to be unavailable for any period of time, the Entity(s) will be notified of this unavailability and an alternate contact person for the bidder will be designated.



# MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Sheet 8 of 9  
Bid No. MM30

PRICES TO BE QUOTED FOB DESTINATION

## VENDOR RESPONSE SHEET

Plant Location: Columbia - Rocky Fork

### BITUMINOUS ASPHALT HOT MIX

#### ESTIMATED QUANTITIES

Boone County - 5,000 Tons

City of Columbia - 3,500 Tons

City of Centralia - 1,700 Tons

#### PRICE BREAKDOWN

1. Plant Mixed Hot Asphalt, F.O.B. Plant

	Cost Per Ton
A. "B" Mix	\$ 26.00
B. "C" Mix	\$ 26.00
C. "D" Mix	\$ 26.00

2. Delivery Costs, additional to F.O.B. prices above

Northwest Quadrant

Zone 1	\$1.61
Zone 2	\$1.76
Zone 3	\$2.32
Zone 4	\$2.95
Zone 5	\$3.45

Northeast Quadrant

Zone 1	\$1.61
Zone 2	\$1.76
Zone 3	\$2.32
Zone 4	\$3.16
Zone 5	\$3.62

Southwest Quadrant

Zone 1	\$2.85
Zone 2	\$3.05
Zone 3	\$3.62
Zone 4	\$4.21
Zone 5	\$4.77

Southeast Quadrant

Zone 1	\$2.18
Zone 2	\$2.58
Zone 3	\$3.54
Zone 4	\$4.07
Zone 5	\$4.63



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Sheet 9 of 9  
Bid No. MM30

PRICES TO BE QUOTED FOB DESTINATION

VENDOR RESPONSE SHEET (Cont.)

**Cold Mix Asphalt**

- A. Cold-mix with anti-stripping agent.  
Approximately 240 tons.  
Cost per ton at Plant \$ 40.00
  
- B. UPM Cold Mix (Unique Paving Material)  
Approximately 180 tons.  
Cost per ton at Plant \$ 70.00

VENDOR:  
Will you honor the within stated bid prices for purchase by the incorporated cities and Special Road District of Boone County who participate in the Mid-Missouri Public Purchase Cooperative?

Cooperative Purchasing ? (circle one) YES or NO

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Public Products Procurement Act") of the Revised Statutes of Missouri, 1987.

The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Delivery ARO 48 Hours or Days

Authorized Representative Signature: Timothy B Paulson

Timothy B Paulson - VICE PRESIDENT 12/14/2001  
Print Name and Title of Authorized Representative Date

Phone #: 573-442-0146

FAX #: 573-442-0824

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 10<sup>th</sup> day of January 20 02

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

Now on this day, the County Commission of the County of Boone does hereby award bid 62-19NOV01 for the installation of uninterruptible power supplies to Meyer Electric Company Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreement.

Done this 10<sup>th</sup> day of January, 2002.

  
Don Stamper  
Presiding Commissioner

ATTEST:

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

ABSENT  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Marlene Ridgway**  
Buyer



601 E. Walnut, 2nd Flr  
Columbia, MO 65201  
(573) 886-4392

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 62-19NOV01 – Installation of Uninterruptible Power Supplies  
DATE: November 29, 2001

The department and I have reviewed the bids received. We recommend awarding to Meyer Electric Co. Inc. for having the lowest and best bid meeting the minimum specifications. Total contract price is \$5,748.00.

This is to be paid from organization 6100 account 60200. The bid tabulation is attached for your review.



**62-19NOV01 - Installation of Uninterruptible Power Supplies  
Bid Tabulation**

		<b>Sapp Electric</b>	<b>Meyer Electric</b>
4.7.1.	Installation of UPS	\$ 9,440.00	\$ 5,748.00
4.7.6.	Trade-in of 3 Sola 3.0 KVA	\$ -	\$ -
4.7.7.	<b>Grand Total</b>	\$ 9,440.00	\$ 5,748.00
4.8.	Warranty	1 year parts and labor	1 year parts and labor
4.7.6.	Work will begin after NTP	21	10
4.7.7.	Work will be complete after NTP	26	45

NO BIDS

2002 Arch

PURCHASE REQUISITION  
BOONE COUNTY, MISSOURI

~~11/29/01~~

DATE

8074

ENDOR NO.

RECEIVED NOV 30 2001

Bid Documentation  
(Check One)

Vendor Name: Meyer Electric Co

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Bill To Dept. No. 6100 - Facilities Maintenance

Ship To Dept. No. 6100 - Facilities Maintenance

Sole Source: \_\_\_\_\_

Oral Bids (attached): \_\_\_\_\_

Written Bids (attached): \_\_\_\_\_

Bid or Co. Order Number: 62-19NOV01

Not Required: \_\_\_\_\_

Department				Account				Item Description (or managerial code)	Qty	Unit Price	Amount	
6	1	0	0	6	0	2	0	0	Install UPS System	1	5,748	\$5,748.00
<b>CLERK'S OFFICE</b>												
*DO NOT UNSTAPLE THESE PAGES												
*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO ANNIE.												
<b>All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.</b>												

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.

  
 \_\_\_\_\_  
 County Commission Approval

  
 \_\_\_\_\_  
 Requesting Official

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

**CONTRACT AGREEMENT FORM**

THIS AGREEMENT, made and entered into by and between the **Boone County Commission of Columbia, Missouri**, (hereinafter referred to as the Owner), and **Meyer Electric Co., Inc.**, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his/her own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal contractors bid response as follows:

**BID #62-19NOV01 – Installation of Uninterruptible Power Supplies**

and agrees to perform all the work required by the Contract as shown in the specifications.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing

1. Introduction & General Conditions of Bidding,
2. Primary Specifications,
3. Response Content,
4. Response Form,
6. Prevailing Wage
7. Insurance Requirements,
8. Standard Terms and Conditions, and
9. any applicable Addenda.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

*The Owner agrees to pay the Contractor in the amount of*

Five Thousand Seven Hundred Forty-Eight Dollars and 00/100 (\$5,748.00)

<sup>As</sup> ~~and~~ full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in quantities and approved change orders.

**DATE OF AGREEMENT:**

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 1/18/02 at Columbia, Missouri.  
(Date)

CONTRACTOR:  
Meyer Electric

OWNER:  
COUNTY, MISSOURI

By: Leon J. Keller  
Authorized Representative

By: *Don Stamps*  
Don Stamps, Presiding Commissioner

By: *Leon J. Keller* Vice President  
Signature Title

ATTEST:

*Wendy S. Noren* *iv*  
Wendy Noren, County Clerk

Approved as to Legal Form:

*John Patton*  
John Patton, Boone County Counselor

**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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

*Ernie E. Pitchford*  
Signature

*1/4/03*  
Date

6100-60200 - \$5,748.00  
Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 10<sup>th</sup> day of January 20 02

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

Now on this day, the County Commission of the County of Boone does hereby award bid 56-18DEC01 for the sale of scrape metal to Miller Iron and Metal. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreement.

Done this 10<sup>th</sup> day of January, 2002.

  
Don Stamper  
Presiding Commissioner

ATTEST:

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

ABSENT  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



601 E. Walnut, 2nd Floor  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4402

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: December 27, 2001  
RE: 56-18DEC01 – IFB Scrape Metal

On November 20, 2001 the Purchasing department received a request from the Public Works department to issue an Invitation for Bid for the sale of Scrape Metal located at our North Facility. The Bid was issued on November 27, 2001.

The Bid closed on December 18, 2001. We received one bid from Miller Iron and Metal. Upon the completion of the bid evaluation, Facilities Maintenance and Purchasing recommend awarding both the Base Bid for Vendor Pickup of \$2.00 per ton and the Alternate Bid of Boone County Delivery for \$10.00 per ton.

**BID TABULATION FOR INVITATION FOR BID  
56-18DEC01 - IFB Scrape Metal**

4.7.1. Base Bid - Vendor Pickup	Miller Iron & Metal LLC					
4.7.2. Alternate Bid - Boone County Deliver	\$2.00/ton					
4.7.3. Agree to Cooperative Purchasing? Yes/No	\$10.00/ton					
	No					

**No Bid**  
 Riggins R-Co Inc.  
 Central States Refining Company Inc.

**Opened By: Melinda Bobbitt**  
**Recorded By: Marlene Ridgway**  
**Date: 12/18/01**  
**Time: 1:30 p.m.**

Boone County Purchasing  
 601 E. Walnut St., Room 208  
 Columbia, Mo 65201



**AGREEMENT  
FOR  
SALE OF SCRAPE METAL  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 10<sup>th</sup> day of January 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Miller Iron and Metal, L.L.C., 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 Agreement For Sale of Scrap Metal, County of Boone Invitation for Bid number 56-18DEC01, as well as the Contractor's response dated December 17, 2001 and executed by Paul Miller on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the Invitation for Bid shall prevail and control over the Contractor's response.

2. **Contract Duration** - This agreement shall commence on the date written above through July 9, 2002 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three additional six-month periods and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any semi-annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Service** - The County agrees to sell to the Contractor and the Contractor agrees to buy from the County, Scrape Metal as described and in compliance with the original Invitation for Bid as presented in their response. Vendor shall pick up Scrap Metal quarterly at the North Facility location of Boone County for \$2.00 per ton. Boone County may deliver Scrape Metal to the Vendor's facility for \$10.00 per ton.

5. **Purchase Price** - The Purchase Price shall be paid by a Certified or Cashiers Check, payable without condition to "The Road and Bridge Fund". The Contractor is responsible for removing the material for sale from County property, including all related costs under the Base Bid.

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.

**MILLER IRON & METAL, L.L.C.**

**BOONE COUNTY, MISSOURI**

by Paul Miller  
 title member  
 address 7715 R+D  
Jackson MO 65109

by: Boone County Commission  
Don Stamer  
 Don Stamer, Presiding Commissioner

APPROVED AS TO FORM:  
[Signature]  
 County Counselor

ATTEST:  
Wendy J. 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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Term & Supply for Sale of Scrape Metal

no encumbrance required  
 Signature [Signature]

1/2/02 3049-3830  
 Date Appropriation Account

IFB #56-18DEC01  
BID OPENING DATE: DECEMBER 18, 2001  
TIME: 1:30 P.M., C.S.T.

Miller Iron & Metal LLC  
(NAME OF FIRM OR INDIVIDUAL SUBMITTING THIS BID)

DATE: 12-17, 2001

INVITATION FOR BIDS  
FOR THE SALE OF SCRAP METAL  
LOCATED AT THE  
PUBLIC WORKS DEPARTMENT  
NORTH FACILITY  
FOR THE  
COUNTY OF BOONE  
COLUMBIA, MISSOURI  
DATED: NOVEMBER 27, 2001

To the County Commission  
of Boone County  
Columbia, Missouri 65201

1. The undersigned hereby offers to purchase under the terms and conditions indicated in the bid for the Sale of Scrap Metal for Boone County - Columbia, Missouri, dated November 27, 2001.

**BASE BID:**

**Vendor Pickup of Scrap Metal at North Facility of Boone County:**

For the sale of Scrap Metal Pile for a six-(6) month period, I offer:  
\$ .001 per pound. \$2.00 Per Ton

**ALTERNATE BID:**

**County Delivery of Scrap Metal to Vendor Facility:**

For the sale of Scrap Metal Pile for a six-(6) month period, I offer:  
\$ .5 per pound. \$10.00 per Ton

Location of Vendor Facility: 7715 R+D Jefferson Mo 65109

2. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

           Yes           X           No

NAME OF BIDDER: Miller Iron & Metal LLC

OFFICIAL ADDRESS: 7715 R+D  
Jefferson City Mo 65109

PHONE NUMBER: 573-496-3932

SIGNATURE: Paul Miller

FAX: 573-496-3013

PRINTED NAME: Paul Miller

IFB #5618DFC01  
BID OPENING DATE: DECEMBER 18, 2001  
TIME: 1:30 P.M. CST

*Miller Electric*  
NAME OF FIRM OR INDIVIDUAL SUBMITTING BID FOR

DATE: \_\_\_\_\_ 2001

INVITATION FOR BIDS  
FOR THE SALE OF SCRAP METAL  
LOCATED AT THE  
PUBLIC WORKS DEPARTMENT  
NORTH FACILITY  
FOR THE  
COUNTY OF BOONE  
COLUMBIA, MISSOURI  
DATED NOVEMBER 27, 2001

Boone County Commission  
Boone County  
Boone, Missouri 65201

I, the undersigned hereby offers to purchase under the terms and conditions indicated on the  
for the Sale of Scrap Metal for Boone County, Columbia, Missouri, dated November 27, 2001.

BASE BID:

Vendor Pickup of Scrap Metal at North Facility of Boone County:

for the sale of Scrap Metal Pile for a six (6) month period, I offer  
\$0.00 per pound \$2.00 Per Ton

ALTERNATE BID:

County Delivery of Scrap Metal to Vendor Facility:

for the sale of Scrap Metal Pile for a six (6) month period, I offer  
\$5.00 per pound \$10.00 Per Ton

Location of Vendor Facility: *2112 Pine Terrace Boone MO 65207*

Will you honor the submitted prices for purchase by other entities in Boone County who  
participate in cooperative purchasing with Boone County, Missouri?  
Yes  No

PHONE NUMBER: *337-812*  
FAX NUMBER: *337-986-3900*  
CONTACT: *Paul Miller*

FAX: \_\_\_\_\_  
PRINTED NAME: *Paul Miller*

**SALE OF SURPLUS PROPERTY**

**INVITATION FOR BIDS  
FOR THE  
SALE OF SCRAP METAL  
LOCATED AT BOONE COUNTY  
PUBLIC WORKS NORTH FACILITY**

**FOR THE  
COUNTY OF BOONE  
COLUMBIA, MISSOURI**

**IFB #56-18DEC01**

**BID OPENING DATE: DECEMBER 18, 2001**

**TIME: 1:30 P.M. C.S.T.**

Prepared by:

Melinda Bobbitt, CPPB  
Director of Purchasing  
Boone County  
601 N. Walnut, Room 208  
Columbia, MO 65201

DATED: NOVEMBER 27, 2001

## ADVERTISEMENT FOR BIDS

The Purchasing Department of Boone County will receive written sealed bids for the Sale of Scrap Metal located at the Public Works Department, North Facility, Columbia, Missouri (IFB #56-18DEC01).

Bids will be received at the Office of the Director, Boone County Purchasing Department, 601 N. Walnut, Room 208, Columbia, Missouri 65201 until 1:15 P.M., C.S.T. December 18, 2001. Bids are to be contained in a SEALED ENVELOPE, marked "Bid for the Sale of Scrap Metal (IFB #56-18DEC01)".

Specifications and conditions of bidding along with the required form can be obtained from Melinda Bobbitt, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Fax: (573) 886-4402; E-mail: mbobbitt@boonecountymo.org

Boone County reserves the right to waive any informality in bids and to reject any and all bids.

Insertions December 3, 2001  
COLUMBIA MISSOURIAN

A/1  
**INVITATION FOR BIDS**

I. BIDS:

Sealed bids will be received by Boone County - Columbia, Missouri for the Sale of Scrap Metal located at the Public Works Department, North Facility, Columbia, Missouri. Bidders shall hold their bids firm for a period of six (6) months from date of award.

II. DESCRIPTION:

Boone County generates approximately 8,000 tons of scrap metal annually. The scrap metal consists mostly of old culvert pipe, fittings, valves, and tire rims.

III. BID FORM:

Attached hereto is a Bid Form to be used for the submission of information requested herein. The Purchasing Department of Boone County must receive the Bid Form no later than December 18, 2001 at 1:15 P.M., C.S.T. The bid must be sealed and clearly addressed to the Office of the Director, Boone County Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201 with a notation of the sealed envelope marked "Bid for Sale of Scrap Metal (IFB #56-18DEC01)".

IV. WITHDRAWAL OF BIDS:

Any bidder may withdraw his bid at anytime prior to the scheduled closing time for the receipt of bids, but no bidder may withdraw his bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids. Only telegrams, letters and other written requests for corrections of a previously submitted bid which are addressed in the same manner as bids and are received by the County prior to the scheduled closing time for the receipt of bids will be accepted.

V. AWARD:

The County shall make award to the highest and best bid. The County reserves the right to reject any and all bids and to waive informalities in bids.

VI. TERMS OF SALE:

- A. The material for sale is offered for sale on an "as is" and "where is" basis, and the County makes no guarantee as to its condition.
- B. Contract Duration: The Contract period shall be from date of award through a six-month period. The contract may be extended beyond the expiration date for three (3) additional 6-month periods.

- C. At the option of the County, the Purchase Price shall be paid by a Certified or Cashiers Check, payable without condition to "The Road and Bridge Fund ", in advance of the removal of the property. If payment is not made within the specified time, the property shall then become the property of the County and the bid will be considered void.
- D. It is understood by bidder in submitting a bid that the bidder is responsible for viewing the material for sale and discovering the procedures required for the removal of such. To arrange for a visit to the North Facility of Public Works, please contact Greg Edington at (573) 449-8515.

VII. BASE BID

- A. The County will accumulate scrap metal throughout the contract period. The successful bidder shall be required to remove accumulated scrap metal quarterly and within two (2) weeks of notification by the County.
- B. The successful bidder shall be responsible for removing the material for sale from County property, including all related costs. County personnel will assist the successful bidder in the loading of the material onto the bidder's truck.
- C. During each visit to remove scrap metal, the successful bidder shall weigh in and weigh out at the Facilities Maintenance Truck Scale. The successful bidder will be paid based on the net weight of scrap metal removed.
- D. The successful bidder shall assume full responsibility for damage to County property during the removal of the material for sale. Repairs of any damage shall be completed to the County's satisfaction. If repairs are not done to the County's satisfaction, the County reserves the right to procure the services of a qualified vendor and the successful bidder shall reimburse the County for the cost of the repairs.
- E. Removal must be scheduled a minimum of one (1) day in advance. Removal operations shall occur during normal working hours only, 8:00 a.m. to 4:00 p.m., on workdays, Monday through Friday, and shall not interfere with the operations of the Public Works Department or any other County entity.

VIII. ALTERNATE BID

- A. The County will accumulate scrap metal throughout the contract period. The County will deliver the accumulated scrap metal to the Contractor's facilities.



IFB #56-18DEC01  
BID OPENING DATE: DECEMBER 18, 2001  
TIME: 1:30 P.M., C.S.T.

\_\_\_\_\_  
(NAME OF FIRM OR INDIVIDUAL SUBMITTING THIS BID)

DATE: \_\_\_\_\_, 2001

INVITATION FOR BIDS  
FOR THE SALE OF SCRAP METAL  
LOCATED AT THE  
PUBLIC WORKS DEPARTMENT  
NORTH FACILITY  
FOR THE  
COUNTY OF BOONE  
COLUMBIA, MISSOURI  
DATED: NOVEMBER 27, 2001

To the County Commission  
of Boone County  
Columbia, Missouri 65201

1. The undersigned hereby offers to purchase under the terms and conditions indicated in the bid for the Sale of Scrap Metal for Boone County - Columbia, Missouri, dated November 27, 2001.

**BASE BID:**

**Vendor Pickup of Scrap Metal at North Facility of Boone County:**

For the sale of Scrap Metal Pile for a six-(6) month period, I offer:  
\$ \_\_\_\_\_ per ton.

**ALTERNATE BID:**

**County Delivery of Scrap Metal to Vendor-Facility:**

For the sale of Scrap Metal Pile for a six-(6) month period, I offer:  
\$ \_\_\_\_\_ per ton.

Location of Vendor Facility: \_\_\_\_\_

2. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No

NAME OF BIDDER: \_\_\_\_\_

OFFICIAL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

FAX: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
mbobbitt@boonecountymo.org

---

June 16, 2003

Miller Iron and Metal L.L.C.  
Paul Miller  
7715 Rt. D  
Jefferson City, MO 65109

RE: Bid # 56-18DEC01 – IFB Scrape Metal

Dear Mr. Miller:

The County of Boone wishes to renew the above referenced contract. Confirming our letter dated June 6, 2003, you agree to renew the contract under the same terms and conditions as set in the original bid. The contract renewal period is July 10, 2003 through January 9, 2004.

Should you have any questions, please contact me.

Sincerely,

Melinda Bobbitt, CPPB  
Director of Purchasing

cc Bid File



# Boone County Purchasing

Debbie Crutchfield  
Office Specialist



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

March 19, 2004

Paul Miller  
Miller Iron and Metal L.L.C.  
7715 Rt. D  
Jefferson City, MO 65209

 **COPY**

RE: 56-18DEC01 – IFB Scrape Metal

Dear Mr. Miller:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated March 11, 2004, you agree to renew the contract under the same terms and conditions as the original contract which you submitted with your letter of intent. This contract renewal date will cover through July 9, 2004. Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield  
Office Specialist

Cc Public Works  
Bid File  
Clerk's File  
Auditor

13-2002

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 10<sup>th</sup> day of January 20 02

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


Now on this day, the County Commission of the County of Boone does hereby award bid 64-04DEC01 for Elevator Maintenance to Millar Elevator Service Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreement.

Done this 10<sup>th</sup> day of January, 2002.

  
Don Stamper  
Presiding Commissioner

ATTEST:

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

ABSENT  
Karen M. Miller  
District I Commissioner  
  
Skip Elkin  
District II Commissioner

# Boone County Purchasing


Marlene Ridgway  
Buyer



601 E. Walnut, 2nd Flr  
Columbia, MO 65201  
(573) 886-4392

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway   
RE: 64-04DEC01 – Elevator Maintenance  
DATE: December 14, 2001

The Facilities Maintenance Department and I have reviewed the responses received and recommend awarding to Millar Elevator Service Company for having the lowest and best bid meeting the minimum specifications.

Total annual cost is \$6,060.00 for our 5 elevators to be paid from organization 6100 account 60050.

This is a term and supply contract, but because there is an identified cost, purchase orders are attached. The bid tabulation is attached for your review.

**BID TABULATION  
65-04DEC01 Elevator Maintenance**

Miliar Elevator      Kone Inc.      Tyssenkrupp Elevator

8-2

Contract Item	Description	Cost Per Quarter	Cost Per Quarter	Cost Per Quarter
4.8.1.	Boone County Courthouse Elevator SN# HG82700	\$315.00	\$360.00	\$420.00
4.8.2.	Boone County Courthouse Elevator West Car # B43B1F SN# HG82701	\$315.00	\$360.00	\$540.00
4.8.3.	Boone County Courthouse Elevator East Car # B43B1F-3 SN# HG82701	\$315.00	\$360.00	\$480.00
4.8.4.	Boone County Government Center SN# EE5153	\$285.00	\$360.00	\$360.00
4.8.5.	Boone County Johnson Building SN# EF1971	\$285.00	\$360.00	\$360.00
4.9.	Flat Hourly Rate for emergencies \$ per hour	\$85/ 1.7 time \$121/ 2.0 time	\$243.20/ 1.7 time \$279.23/2.0 time	\$249/ 1.7 time \$293.02/ 2.0 time
4.10.	Security Maintenance	Yes	Yes	Yes
4.14.	Maximum % increases 2nd Contract Period	4%	3%	4%
4.15.	Maximum % increase 3rd Contract Period	4%	3%	4%

Quarterly Total      \$1,515.00      \$1,800.00      \$2,160.00  
 Annual Total      \$6,060.00      \$7,200.00      \$8,640.00

No Bids Received From:  
 Otis Elevator

14-2002

RECEIVED DEC 14 2001

12/14/01

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

2002

*Arch*

DATE

2846

VENDOR NO.

Bid Documentation  
(Check One)

Vendor Name: Millar Elevator Service

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Bill To Dept. No. 6100 - Facilities Maintenance

Ship To Dept. No. 6100 - Facilities Maintenance

Sole Source: \_\_\_\_\_

Oral Bids (attached): \_\_\_\_\_

Written Bids (attached): \_\_\_\_\_

Bid or Co. Order Number: 65-04DEC01

Not Required: \_\_\_\_\_

Department				Account				Item Description (or managerial code)	Qty	Unit Price	Amount
6	1	0	0	6	0	0	5 0	First Quarter Elevator Service	1	1515	1515.00
6	1	0	0	6	0	0	5 0	Second Quarter Elevator Service	1	1515	1515.00
6	1	0	0	6	0	0	5 0	Third Quarter Elevator Service	1	1515	1515.00
6	1	0	0	6	0	0	5 0	Fourth Quarter Elevator Service	1	1515	1515.00
<b>CLERK'S OFFICE</b>								<b>TOTAL</b>			<b>\$6,060.00</b>

\*DO NOT UNSTAPLE THESE PAGES

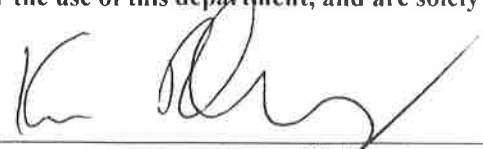
\*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO ANNIE.

**All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.**

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.



County Commission Approval



Requesting Official

Auditor Approval



**SERVICE AGREEMENT  
FOR  
ELEVATOR MAINTENANCE**

**THIS AGREEMENT** dated the 10<sup>th</sup> day of January 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Millar Elevator Service Company, 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 Service Agreement for Elevator Maintenance, County of Boone Request for Bid For Elevator Maintenance, bid number 65-04DEC01, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated December 3, 2001 and executed by Patricia Fitzhugh 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 Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions and any applicable addenda shall prevail and control over the Contractor's bid response. The County accepts no exceptions or additions by the Contractor.

**2. Contract Duration** - This agreement shall commence on the January 1, 2002 for a one-year period which ends on December 31, 2002 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

**3. Purchase / Service** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Elevator Maintenance as described in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

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

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

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

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

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

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

**MILLAR ELEVATOR SERVICE COMPANY**

by *Edward G. Tober*  
Edward G. Tober  
title General Manager  
address 1735 Delmar Blvd  
St Louis MO 63103

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
*Don Stamper*  
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:  
*[Signature]*  
County Counselor

ATTEST:  
*Wendy S. Noren*  
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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

*Jane E. Pitchford*  
Signature *J. Ayse*

1/4/02  
Date

Term/Supply  
6100-60050 46,000  
Appropriation Account

70-2003

RECEIVED  
FEB 13 2003

**CONTRACT AMENDMENT NUMBER ONE  
SERVICE AGREEMENT FOR  
ELEVATOR MAINTENANCE  
BID 65-04DEC01**

The Agreement dated January 10, 2001 made by and between Boone County, Missouri and Millar Elevator Service Company for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Acknowledge change of company name to Schindler Elevator Corporation.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**SCHINDLER ELEVATOR CORPORATION      BOONE COUNTY, MISSOURI**

by *T. J. Smith*  
title \_\_\_\_\_

by: Boone County Commission  
*Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:  
*[Signature]*  
County Counselor

ATTEST:  
*Wendy S. Noren*  
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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

<u><i>Janice C. Pitchfork</i></u> Signature	<u>2/14/03</u> Date	Term & Supply 6100-60050 Appropriation Account
--	------------------------	--

(14-2002)

# Boone County Purchasing

**Debbie Crutchfield**  
Office Specialist



601 E. Walnut-Room 209  
Columbia, MO 65201  
(573) 886-4394  
Fax (573) 886-4390

Email: [dcrutchfield@boonecountymo.org](mailto:dcrutchfield@boonecountymo.org)

---

October 29, 2003

Ms. Jennifer Kreutz  
Schindler Elevator Corporation  
3640 Market Street  
St. Louis, MO 63110-1218

RE: 65-04DEC01 – Elevator Maintenance Term & Supply

Dear Ms. Kreutz:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated October 23, 2003, you agree to renew the contract under the same terms and conditions as the original contract with a 4% increase over last years prices. This contract renewal date will cover through December 31, 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield  
Office Specialist

Cc Facility Maintenance  
Auditor  
Bid File  
Clerk's File

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 10<sup>th</sup> day of January 20 02  
 the following, among other proceedings, were had, viz:

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


Department Account and Title	Amount Decrease	Amount Increase
1123-86800: Emergency	\$200,000	
1190-83923: OTO: Internal Service Fund		\$200,000
6000-03913: OTI: General Fund		\$200,000
6000-71104: Administrative Services		\$8,200
6000-71050: Insurance Claims		\$191,800

Said budget revision is to cover the self-health trust shortfall.

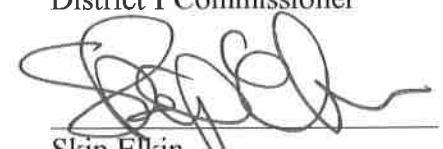
Done this 10<sup>th</sup> day of January, 2002.

  
 Don Stamper  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

ABSENT  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



6000 Health Insurance and 6010 Dental Insurance

2001	6000	3500	3530	INTERNAL SERVICE	Budget	YTD Actual	J/E on Hold	YTD Actual + J/E on Hold	Estimate To Complete Year	Actual + Estimate	Budget - (Actual + Estimate)	2001 Projected	2002 Budget
2001	6000	3500	3530	INTERNAL SERVICE	1,135,220	1,237,808.84		1,237,808.84	11,622.00	1,249,430.84	114,210.84	1,251,575	1,401,760
2001	6000	3700			27,000	20,178.26		20,178.26	3,000.00	23,178.26	(3,821.74)	19,600	19,000
						<u>1,257,987.10</u>		<u>1,257,987.10</u>	<u>14,622.00</u>	<u>1,272,609.10</u>	<u>110,389.10</u>	<u>1,271,175</u>	<u>1,420,760</u>
2001	6000	7000	71050	INSURANCE CLAIMS	800,000	923,102.30	71,391.11	994,493.41	68,048.88	1,062,542.29	(262,542.29)	825,000	945,000
2001	6000	7000	71055	PRESCRIPTION DRUG CLAIMS	351,200	271,326.52	10,043.58	281,570.10	23,534.90	305,105.00	46,095.00	302,235	311,300
2001	6000	7000	71060	UMBRELLA POLICY	140,400	110,446.62	11,651.48	122,098.10	11,500.00	133,598.10	6,801.90	132,160	146,700
2001	6000	7000	71104	ADMINISTRATIVE SERVICES	115,400	100,464.83	11,120.56	111,585.39	12,000.00	123,585.39	(8,185.39)	119,815	141,380
2001	6000	7000	71117	PRESCRIP CARD ADMIN FEES	10,510	8,180.15		8,180.15	900.00	9,080.15	1,429.85	8,065	8,470
					<u>1,417,510</u>	<u>1,413,720.42</u>	<u>104,206.73</u>	<u>1,517,927.15</u>	<u>115,983.78</u>	<u>1,633,910.93</u>	<u>(216,400.93)</u>	<u>1,387,275</u>	<u>1,552,850</u>
2001	6010	3500	3530	INTERNAL SERVICE CHG	131,645	134,578.64		134,578.64	1,562.00	136,140.64	4,495.64	136,136	136,119
2001	6010	3700			1,580	2,354.51		2,354.51	500.00	2,854.51	1,274.51	2,544	2,100
					<u>133,225</u>	<u>136,933</u>		<u>136,933</u>	<u>2,062</u>	<u>138,995</u>	<u>5,770</u>	<u>138,680</u>	<u>138,219</u>
2001	6010	7000	71050	INSURANCE CLAIMS	112,310	112,569.28	1,144.50	113,713.78	7,750.80	121,464.58	(9,154.58)	121,000	136,730
2001	6010	70000	71104	ADMINISTRATIVE SERVICES	18,500	17,745.08	1,506.45	19,251.53		19,251.53	(751.53)	17,694	18,755
					<u>130,810</u>	<u>130,314.36</u>	<u>2,650.95</u>	<u>132,965.31</u>	<u>7,750.80</u>	<u>140,716.11</u>	<u>(9,906.11)</u>	<u>138,694</u>	<u>155,485</u>

**Financial Summary - Self Insured Health Plan Fund (600)**

	2000 Actual	2001 Budget	2001 Projected	2002 Proposed
<b>REVENUES:</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	1,042,800	1,135,220	1,249,431	1,401,760
Fines and Forfeitures	-	-	-	-
Interest	55,006	27,000	23,178	19,000
Hospital Lease	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<b>1,097,806</b>	<b>1,162,220</b>	<b>1,272,609</b>	<b>1,420,760</b>
<b>EXPENDITURES:</b>				
Personal Services	-	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	1,158,984	1,617,510	1,633,911	1,552,850
Debt Service (Principal and Interest)	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
<b>Total Expenditures</b>	<b>1,158,984</b>	<b>1,617,510</b>	<b>1,633,911</b>	<b>1,552,850</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(61,178)</b>	<b>(455,290)</b>	<b>(361,302)</b>	<b>(132,090)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Operating Transfer In	-	200,000	200,000	-
Operating Transfer Out	-	-	-	-
Proceeds of Capital Leases	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>-</b>	<b>200,000</b>	<b>200,000</b>	<b>-</b>
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	<b>(61,178)</b>	<b>(255,290)</b>	<b>(161,302)</b>	<b>(132,090)</b>
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>410,203</b>	<b>349,025</b>	<b>349,025</b>	<b>187,723</b>
Equity Transfer In	-	-	-	-
Equity Transfer Out	-	-	-	-
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
<b>FUND BALANCE (GAAP), end of year</b>	<b>\$ 349,025</b>	<b>\$ 93,735</b>	<b>\$ 187,723</b>	<b>\$ 55,633</b>
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Retained Use Tax Reserved for Capital Project	-	-	-	-
<b>Total Fund Balance Reserves and Designations, end of year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE, end of year</b>	<b>349,025</b>	<b>93,735</b>	<b>187,723</b>	<b>55,633</b>
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	<b>\$ 349,025</b>	<b>\$ 93,735</b>	<b>\$ 187,723</b>	<b>\$ 55,633</b>



2001 Emergency Fund  
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	AMOUNT	BALANCE	DESCRIPTION
1-1-2001	Budget			550,000	550,000	Original budget
5-30-2001	Treasurer	1140	92302	(12,000)	538,000	Investment tracking software replacement
6-11-2001	Corrections	1255	85620	(12,000)	526,000	Behavioral Health Concepts (BHC) contract extension for 2001-2002
6-21-2001	Human Resources	1115	85700	(4,920)	521,080	Relocation expense for Public Works Director, David Mink
8-23-2001	Non-Departmental	1190	71101	(3,100)	517,980	Public Sector Personnel Consultants--travel expense & time for 2 additional days
9-19-2001	Information Technology	1170	91302	(60,508)	457,472	Upgrade Microsoft software (205 licenses) and 2 years of software assurance
10-26-2001	Corrections	1255	91200	(4,485)	452,987	Install razor wire fence at jail
11-30-2001	Non-Departmental	1190	59300	(1,260)	451,727	Cover \$10/space increase in parking fees effective Oct-Dec
12-11-2001	Information Technology	1170	91301	(17,600)	434,127	IT network security upgrade
12-31-2001	Self-Health Trust	6000	71104/71050	(200,000)	234,127	Cover self-health trust shortfall
Total Revisions				<u>(315,873)</u>		

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the November Adjourned

Term. 20 02

County of Boone

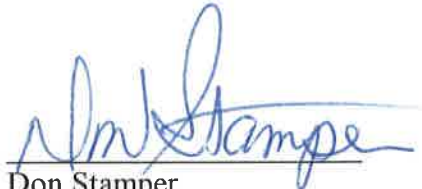
In the County Commission of said county, on the

10<sup>th</sup> day of January 20 02

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

Now on this day, the County Commission of the County of Boone does hereby ratify the letter to the City of Columbia regarding Boone County's financial commitment to the proposed Health Facility.

Done this 10<sup>th</sup> day of January, 2002.



Don Stamper  
Presiding Commissioner

ATTEST:

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

ABSENT

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

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



116-2002  
Shull, L. W. Wilson  
COM. Agenda  
Boone County Government Center  
801 East Walnut Room 24  
Columbia, MO 65201-773  
573-886-4305 • FAX 573-886-431

# Boone County Commission

16

January 7, 2002

Ray Beck, City Manager  
Daniel Boone Bldg  
701 E. Broadway, 5<sup>th</sup> Floor  
Columbia, MO 65201

RE: Health Facility

Dear Ray:

Per your request assuring the county's financial commitment to the proposed Health Facility, we offer the following:

- A. The county has designated (ear marked) funds for the purchase price of the property and to share in 50% of the remodeling costs of the Health Department space.
- B. The county has reached an agreement with the Family Health Center to pay a lease fee to the county, which will be used to cover the remodeling costs for the Family Health Center.

The Commission suggests that any contract devised concerning the Health Facility should automatically be drawn up as a *joint* contract. Although we agree the city will essentially lead this project, fairness and finance dictate that the county should be significantly included in every meaningful facet of its creation.

The Commission will ratify this letter by Commission vote on January 10, 2002, during the regular scheduled Commission meeting.

Please do not hesitate to contact this office if you require any additional information.

Sincerely yours,

Don Stamper  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

cc: John Patton  
June Pitchford  
Mayor Hindman  
Lowell Patterson  
Stephanie Browning  
Paula Hertwig Hopkins