

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned Term. 20 04

In the County Commission of said county, on the 19<sup>th</sup> day of August 20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 50-03AUG04 for Exterior Painting – Maintenance Buildings to Humber Painting. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 19<sup>th</sup> day of August, 2004.

Keith Schnarre  
Presiding Commissioner

ATTEST:

Wendy S. Noren  
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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Heather Turner, CPPB  
**DATE:** August 10, 2004  
**RE:** 50-03AUG04-Exterior Painting-Maintenance Buildings

The Bid for Exterior Painting of the Maintenance Buildings for Facilities Maintenance closed on August 5, 2004. Four (4) bids were received. Purchasing and Facilities Maintenance recommend award to Humber Painting for submitting the low bid.

The contract for \$11,684.00 will be paid out of department 6200 – Capital Repairs and Replacements, account number 60110 – Major Building Repairs/Replacement. The original budget for this project was \$28,000.00

Please find attached a copy of the bid tabulation for your review.

**ATT:** Bid Tabulation

**cc:** Ken Roberts, Facilities Maintenance  
David Mink, Public Works  
Bid File

Bid Tabulation  
**50-03AUG04 - Exterior Painting - Maintenance Buildings**

Bid Response Page 4	Humber Painting	JBM	Palmer	Brighter Days
Base Bid Amount	\$ 10,884.00	\$ 50,008.31	\$ 13,300.00	\$ 33,250.00
Alternate Bid Amount	\$ 800.00	\$ 896.95	\$ 900.00	\$ 2,220.00
Signature and Identity of Bidder	Yes	Yes	Yes	Yes
Addendum 1	Yes	Yes	Yes	Yes
Addendum 2	Yes	Yes	No	No
Bidders Qualifications	Yes	Yes	Yes	Yes
Bid Bond	No	Yes	No	Yes (Check)

**No Bids**



CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Humber Painting Company** (hereinafter referred to as the Contractor).

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

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 50-03AUG04**  
**Exterior Painting – Maintenance Buildings**  
**BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid for the amount of \$10,884.00 and the Alternate Bid amount of \$800.00 for a total of \$11,684.00.

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

Division 1 – General Project Requirements

1. Table of Contents
2. Notice to Bidders
3. Bid Response
4. Statement of Bidders Qualifications
5. Instructions to Bidders
6. Wage Rates  
Annual Wage Order No. 11
7. Insurance Requirements
8. Contract Conditions
9. Sales/Use Tax Exemption
10. General Requirements
11. Performance Bond
12. Labor & Material Payment Bond

Section 1.01 – Scope and Summary of Work

Section 1.02 – Invitation for Bids by General Contractors

Section 1.03 – Supplementary Instructions to Bidders

Division 8 – Doors, Windows and Glass

Division 9 – Finishes

Section 09901 – General Painting Requirements

Section 09912 – Exterior Paint

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

The Owner agrees to pay the Contractor in the amount:

**Eleven Thousand Six Hundred Eighty Four Dollars (\$11,684.00)**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

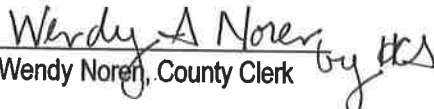
IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on August 19th, 2004 at Columbia, Missouri.  
(Date)

OWNER, BOONE COUNTY, MISSOURI

By:   
Keith Schname, Presiding Commissioner

ATTEST:

CONTRACTOR: Humber Painting Company

  
Wendy Noren, County Clerk

By:   
Authorized Representative Signature

By: PAUL HUMBER  
Authorized Representative Printed Name

Title: OWNER

Approved as to Legal Form:

  
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 of this contract is not required if the terms of the contract do not result in a measurable county obligation at this time.)

6200-60110 - \$11,684.00

  
Signature

8/19/04  
Date

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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August Session of the July Adjourned

Term. 20 04

County of Boone

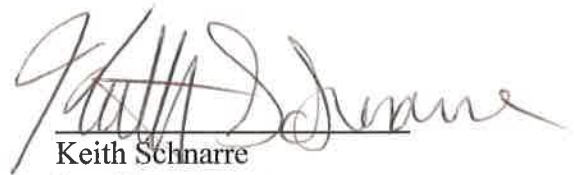
In the County Commission of said county, on the

19<sup>th</sup> day of August 20 04

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

Now on this day the County Commission of the County of Boone does hereby authorize the Information Technology department to negotiate on behalf of the County Clerk her purchase of used laptop computers through resale marketers. Purchases shall be made at the discretion of the County Clerk from the Election Services fund according to needs and acceptable pricing not achievable through the bid process.

Done this 19<sup>th</sup> day of August, 2004.



Keith Schnarre  
Presiding Commissioner




Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren *by aks*  
Clerk of the County Commission



**CERTIFIED COPY OF ORDER**

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August Session of the July Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

19<sup>th</sup> day of August 20 04

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

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

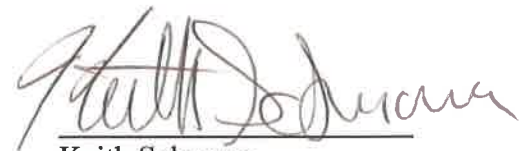
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
5210-71100: Summer Lane NID – Outside Services	\$82,425.00
5210-71104: Summers Lane NID – Administrative Services	\$4,950.00
5210-84100: Summers Lane NID – Interest	\$4,125.00
5210-84400: Summers Lane NID – Advertising	\$80.00

Said budget amendment is to establish the budget for the Summers Lane Neighborhood Improvement District.

Done this 19<sup>th</sup> day of August, 2004.

ATTEST:

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



Keith Schnarre  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

1st Reading 8/15  
2nd 8/19

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

348

7/28/04

**EFFECTIVE DATE**

**FOR AUDITORS USE**

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
5	2	1	0	7	1	1	0	0	SUMMERS LANE NID	OUTSIDE SERVICES		82,425
5	2	1	0	7	1	1	0	4		ADMINISTRATIVE SVS		4,950
5	2	1	0	8	4	1	0	0		INTEREST		4,125
5	2	1	0	8	4	4	0	0		ADVERTISING		80

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary):

**SUMMERS LANE ROAD NID - CO 262-2004 277-2004 7/13/04**

*ll*

**Requesting Official**

**TO BE COMPLETED BY AUDITOR'S OFFICE**

A schedule of previously processed Budget Revisions/Amendments is attached.  
 A fund-solvency schedule is attached.  
 Comments:

*Commission agenda*

**Auditor's Office**

*[Signature]*  
**PRESIDING COMMISSIONER**

*[Signature]*  
**DISTRICT I COMMISSIONER**

*[Signature]*  
**DISTRICT II COMMISSIONER**

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

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August Session of the July Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

19<sup>th</sup> day of August 20 04

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed session on Tuesday, August 24, 2004 immediately following the regularly scheduled County Commission meeting at 9:30 a.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 East Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

This discussion will be in addition to the discussion previously authorized under Commission Order #345-2004, by which the County Commission of the County of Boone authorized a closed session on Tuesday, August 24, 2004 immediately following the regularly scheduled County Commission meeting at 9:30 a.m. to be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 East Walnut, Columbia, Missouri, as authorized by 610.021(3) RSMo. to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Done this 19<sup>th</sup> day of August, 2004.

ATTEST:

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

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner