

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

28<sup>th</sup>

day of

October

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 70-19OCT04 for Emergency HVAC Services Term and Supply as follows and authorize the Presiding Commissioner to sign said contracts:


- Primary Supplier: J. Louis Crum Corporation
- Secondary Supplier: DC Heating and Air
- Tertiary Supplier: Air Systems

Done this 28<sup>th</sup> day of October, 2004.


ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Keith Schnarre  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

455-2004

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: October 20, 2004  
RE: 70-19OCT04 – Emergency HVAC Services Term and Supply

The Bid for Emergency HVAC Services Term and Supply was issued on September 30, 2004. The bid closed on October 19. Four bids were received. Upon the completion of the bid evaluation, Facilities Maintenance and Purchasing recommend award as follows for the lowest and best bids in the following order:

Primary Supplier: J. Louis Crum Corporation  
Secondary Supplier: DC Heating and Air  
Tertiary Supplier: Air Systems

The contract will run through December 31, 2005 with four, one-year renewals. There are no requisitions attached, as this is a Term and Supply contract.

ATTACHMENT: Bid Tabulation

cc: Bid File  
Ken Roberts, Facilities Maintenance

<b>Bid Tabulation</b>					
<b>70-19OCT04 - Emergency HVAC Service Term &amp; Supply</b>					
<b>4.7.1</b>	<b>Description</b>	<b>Air Systems</b>	<b>J. Louis Crum</b>	<b>DC Heating &amp; Air</b>	<b>Drummond</b>
<b>1.0</b>	<b>Material (Total Cost + %) \$0-\$749</b>	40%	20%	15%	21%
<b>2.0</b>	<b>Material (Total Cost + %) \$750-\$4,499</b>	25%	15%	15%	15%
<b>3.0</b>	<b>Material (Total Cost + %) \$4,500 and up</b>	25%	10%	15%	15%
<b>4.0</b>	<b>Rental Equipment (Cost + %)</b>	25%	15%	10%	10%
<b>5.0</b>	<b>HVAC Services Straight Time</b>	\$60.00	\$48.00	\$50.00	\$70.00
<b>6.0</b>	<b>Additional worker Straight Time</b>	\$60.00	\$48.00	\$45.00	\$70.00
<b>7.0</b>	<b>HVAC Services Night &amp; Weekends</b>	\$90.00	\$63.00	\$55.00	\$95.00
<b>8.0</b>	<b>Additl Worker Nights &amp; Weekends</b>	\$90.00	\$63.00	\$50.00	\$95.00
<b>9.0</b>	<b>HVAC Services - Holidays</b>	\$90.00	\$78.00	\$65.00	\$113.00
<b>10.0</b>	<b>Additional worker Holidays</b>	\$90.00	\$78.00	\$55.00	\$113.00
<b>4.10</b>	<b>Call Response Time</b>	2 hours	1 hour	1 hour	2 hours
<b>4.13</b>	<b>Increase 2nd Period</b>	3.0%	4.5%	5.0%	7.0%
<b>4.13</b>	<b>Increase 3rd Period</b>	3.0%	4.5%	5.0%	7.0%
<b>4.13</b>	<b>Increase 4th Period</b>	3.0%	4.5%	5.0%	8.0%
<b>4.13</b>	<b>Increase 5th Period</b>	3.0%	4.5%	5.0%	8.5%
<b>4.14</b>	<b>Cooperative Purchasing</b>	Yes	Yes	Yes	Yes
<b>No Bids</b>					
<b>Chapman Heating &amp; Air</b>					

70-19OCT04 - HVAC Services Term and Supply Bid Evaluation

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
	HVAC Svc. Straight Time	HVAC Svc. Nights & Weekend S	HVAC Svc. Holidays	Addtl Worker Straight Time	Addtl Worker Nights & Weekend S	Addtl Worker Holidays	HVAC Tech - 100 hrs. - 80% Straight Time(80 hrs. x B)	Add. Worker - 25 hrs. - 80% Straight Time(20 hrs. x E)	HVAC Tech - 100 hrs. - 15% Nights & Weekends(15 hrs. x C)	Add. Worker - 25 hrs. - 15% Nights & Weekends(1.75 hrs. x F)	HVAC Tech - 100 hrs. - 5% Holidays(5 hrs. x D)	Add. Worker - 25 hrs. - 5% Holidays(1.25 x G)	Material (Total Cost + %) \$0-\$749	Material (Total Cost + %) \$750 - \$4,499	Material (Total Cost + %) \$4,500 & Up	Purchase material (\$100 X N)	Purchase Material (\$2,000 X O)	Purchase Material (\$6,000 X P)	
<b>Air Systems</b>	\$60.00	\$90.00	\$90.00	\$60.00	\$90.00	\$90.00	\$4,800.00	\$1,200.00	\$1,350.00	\$337.50	\$450.00	\$112.50	40%	25%	25%	\$40.00	\$500.00	\$1,500.00	\$10,290.00
<b>J. Louis Crum DC Heating &amp; Air</b>	\$48.00	\$63.00	\$78.00	\$48.00	\$63.00	\$78.00	\$3,840.00	\$960.00	\$945.00	\$236.25	\$390.00	\$97.50	20%	15%	10%	\$20.00	\$300.00	\$600.00	\$7,388.75
	\$50.00	\$55.00	\$65.00	\$45.00	\$50.00	\$55.00	\$4,000.00	\$900.00	\$825.00	\$187.50	\$325.00	\$68.75	15%	15%	15%	\$15.00	\$300.00	\$900.00	\$7,521.25
<b>Drummond</b>	\$70.00	\$95.00	\$113.00	\$70.00	\$95.00	\$113.00	\$5,600.00	\$1,400.00	\$1,425.00	\$356.25	\$565.00	\$141.25	21%	15%	15%	\$21.00	\$300.00	\$900.00	\$10,708.50

For evaluation purposes, total cost shall be based on HVAC Technician: 100 hours, Additional Worker: 25 hours, 80% of which will be straight time, 15% nights and weekends and 5% holidays. Material shall be assumed at \$100 for item number one, \$2,000 for item number two, and \$6000 for item number three of the Response Form.

**PURCHASE AGREEMENT  
FOR  
EMERGENCY HVAC SERVICES TERM AND SUPPLY  
PRIMARY SUPPLIER**

455-2004

**THIS AGREEMENT** dated the 28 day of OCT 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **J. Louis Crum Corporation**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Emergency HVAC Services Term and Supply**, County of Boone Request for Bid, bid number **70-19OCT04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A, Standard Terms and Conditions, as well as the Contractor's bid response dated October 19, 2004 and executed by Don Van den Berghe on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on January 1, 2005 and extend through December 31, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency HVAC Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. J. Louis Crum Corporation shall act as the primary supplier and shall furnish emergency HVAC Services for the County. The Contractor agrees to respond by phone within one hour after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified 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.



**PURCHASE AGREEMENT  
FOR  
EMERGENCY HVAC SERVICES TERM AND SUPPLY  
SECONDARY SUPPLIER**

455-2004

**THIS AGREEMENT** dated the 28 day of OCT 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **D. C. Heating & Air**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Emergency HVAC Services Term and Supply**, County of Boone Request for Bid, bid number **70-19OCT04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A, Standard Terms and Conditions, as well as the Contractor's bid response dated October 19, 2004 and executed by Travis Crutchfield on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on January 1, 2005 and extend through December 31, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency HVAC Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. D. C. Heating & Air shall act as the secondary supplier and shall furnish emergency HVAC Services for the County if the primary contracted supplier cannot provide an acceptable schedule for the County. The Secondary Contractor agrees to respond by phone within one (1) hour after notification by the County. If the proposed schedule is acceptable to the County, the Secondary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the tertiary contracted supplier.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified 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.

**D. C. HEATING & AIR**

by Tram Outshoff  
title Project Manager  
address 7650 Hwy VV  
Columbia MO 65202

**BOONE COUNTY, MISSOURI**

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) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

no encumbrances required  
Signature

10/20/04  
Date

Facilities Maintenance Term/Supply  
6100-60100

Appropriation Account



# D.C. Heating & Air

**Debbie Crutchfield**  
Account Manager

7630 Hwy V V  
Columbia, MO 65202  
Phone: (573) 881-0993

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November 17, 2004

Melinda Bobbitt, CPPB  
Director,  
Boone County Purchasing  
601 E Walnut  
Columbia, MO 65202

RE: Contract: 70-19OCT04 - Emergency HVAC Services Term and Supply

After reviewing the services that were performed and the number of times that they were called upon as the Secondary Contract holder for the current term of Emergency HVAC Services with Ken Roberts Facilities Maintenance Manager. Along with the additional cost that our company would incur for Automotive Liability Insurance, we respectfully decline the acceptance as Secondary for this contract. Sorry for the inconvenience that this has caused,

Sincerely,

  
Debbie Crutchfield,  
Account Manager

Cc file

455-2004

**PURCHASE AGREEMENT  
FOR  
EMERGENCY HVAC SERVICES TERM AND SUPPLY  
TERTIARY SUPPLIER**

**THIS AGREEMENT** dated the 28 day of OCT 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Air Systems, LLC**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Emergency HVAC Services Term and Supply**, County of Boone Request for Bid, bid number **70-19OCT04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A as well as the Contractor's bid response dated October 18, 2004 and executed by Steve Belanger on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on January 1, 2005 and extend through December 31, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency HVAC Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. Air Systems, LLC shall act as the tertiary supplier and shall furnish emergency HVAC Services for the County if the primary and secondary contracted suppliers cannot provide an acceptable schedule for the County. The Tertiary Contractor agrees to respond by phone within two hours after notification by the County. If the proposed schedule is acceptable to the County, the Tertiary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified 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.

**AIR SYSTEMS, LLC**

by Jeff Squires  
title Partner  
address 1208 Jefferson St  
Columbia, Mo 65203

**BOONE COUNTY, MISSOURI**

by Boone County Commission  
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) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

no encumbrance required      10/20/04      Facilities Maintenance Term/Supply  
Signature      Date      6100-60100  
Chyne      Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 28<sup>th</sup> day of October 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 69-19OCT04 for Emergency Plumbing Services Term and Supply as follows and authorize the Presiding Commissioner to sign said contracts:


- Primary Supplier: Master Tech Plumbing
- Secondary Supplier: J. Louis Crum Corporation
- Tertiary Supplier: Drummond Mechanical

Done this 28<sup>th</sup> day of October, 2004.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

456-2004

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: October 20, 2004  
RE: 69-19OCT04 – Emergency Plumbing Services Term and Supply

The Bid for Emergency Plumbing Services Term and Supply was issued on September 29, 2004. The bid closed on October 19. Three bids were received. Upon the completion of the bid evaluation, Facilities Maintenance and Purchasing recommend award as follows for the lowest and best bids in the following order:

Primary Supplier: Master Tech Plumbing  
Secondary Supplier: J. Louis Crum Corporation  
Tertiary Supplier: Drummond Mechanical

The contract will run through December 31, 2005 with four, one-year renewals. There are no requisitions attached, as this is a Term and Supply contract which will be paid out of department 6100 Facilities and Grounds Maintenance, account 60100 Building Repairs/Maintenance.

ATTACHMENT: Bid Tabulation

cc: Bid File  
Ken Roberts, Facilities Maintenance

<b>Bid Tabulation</b>					
<b>69-19OCT04 - Emergency Plumbing Service Term &amp; Supply</b>					
<b>7.1</b>	<b>Description</b>	<b>Master Tech Plumbing</b>	<b>J. Louis Crum</b>	<b>Drummond Mechanical</b>	
<b>1.0</b>	<b>Material (Total Cost + %) \$0-\$749</b>	20%	20%	21%	
<b>2.0</b>	<b>Material (Total Cost + %) \$750-\$4,499</b>	10%	15%	15%	
<b>3.0</b>	<b>Material (Total Cost + %) \$4,500 and up</b>	5%	10%	15%	
<b>4.0</b>	<b>Rental Equipment (Cost + %)</b>	10%	15%	10%	
<b>5.0</b>	<b>Plumbing Services Straight Time</b>	\$48.00	\$48.00	\$70.00	
<b>6.0</b>	<b>Additional worker Straight Time</b>	\$38.00	\$48.00	\$70.00	
<b>7.0</b>	<b>Plumbing Services Night &amp; Weekends</b>	\$60.00	\$63.00	\$95.00	
<b>8.0</b>	<b>Additl Worker Nights &amp; Weekends</b>	\$53.00	\$63.00	\$95.00	
<b>9.0</b>	<b>Plumbing Services - Holidays</b>	\$70.00	\$78.00	\$113.00	
<b>10.0</b>	<b>Additional worker Holidays</b>	\$58.00	\$78.00	\$113.00	
<b>4.10</b>	<b>Call Response Time</b>	1 Hour	1 Hour	2 Hours	
<b>4.13</b>	<b>Increase 2nd Period</b>	5%	4.5%	7%	
<b>4.13</b>	<b>Increase 3rd Period</b>	5%	4.5%	7%	
<b>4.13</b>	<b>Increase 4th Period</b>	5%	4.5%	8%	
<b>4.13</b>	<b>Increase 5th Period</b>	5%	4.5%	8.5%	
<b>4.14</b>	<b>Cooperative Purchasing</b>	Yes	Yes	Yes	
<b>No Bids</b>				Opened By:	Melinda Bobbitt
				Recorded By:	Debbie Crutchfield
				Time:	10.40 a.m.
				Date:	10/19/2004

69-19OCT04 - Emergency Plumbing Services Term and Supply Bid Evaluation

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
	Plumbing Svc. Nights & Weekend	Plumbing Svc. Nights & Weekend	Plumbing Svc. Holidays	Additional Worker Straight Time	Additional Worker Nights & Weekends	Additional Worker Holidays	Plumbing Tech - 100 hrs. - 80% Straight Time(80 hrs. x B)	Additional Worker - 25 hrs. - 80% Straight Time(20 hrs. x E)	Plumbing Tech - 100 hrs. - 15% Nights & Weekends(1 5 hrs.x C)	Additional Worker - 25 hrs. - 15% Nights & Weekends(3. 75 hrs. x F)	Plumbing Tech - 100 hrs. - 5% Holidays(5 hrs. x D)	Additional Worker - 25 hrs. - 5% Holidays(1.25 x G)	Material (Total Cost + %) \$0-\$749	Material (Total Cost + %) \$750 - \$4,499	Material (Total Cost + %) \$4,500 & Up	Purchase material (\$100 X N)	Purchase Material (\$2,000 X O)	Purchase Material (\$6,000 X P)	
<b>Master Tech Plumbing</b>	\$48.00	\$60.00	\$70.00	\$38.00	\$53.00	\$58.00	\$3,840.00	\$760.00	\$900.00	\$198.75	\$350.00	\$72.50	20%	10%	5%	\$20.00	\$200.00	\$300.00	\$6,641.25
<b>J. Louis Crum</b>	\$48.00	\$63.00	\$78.00	\$48.00	\$63.00	\$78.00	\$3,840.00	\$960.00	\$945.00	\$236.25	\$390.00	\$97.50	20%	15%	10%	\$20.00	\$300.00	\$600.00	\$7,388.75
<b>Drummond Mechanical</b>	\$70.00	\$95.00	\$113.00	\$70.00	\$95.00	\$113.00	\$5,600.00	\$1,400.00	\$1,425.00	\$356.25	\$565.00	\$141.25	21%	15%	15%	\$21.00	\$300.00	\$900.00	\$10,708.50

For evaluation purposes, total cost shall be based on Plumber, 100 hours, Additional Worker, 25 hours, 80% of which will be straight time, 15% nights and weekends and 5% holidays. Material shall be assumed at \$100 for item number one, \$2,000 for item number two, and \$6000 for item number three of the Response Form.

456 - 2004

**PURCHASE AGREEMENT  
FOR  
EMERGENCY PLUMBING SERVICES TERM AND SUPPLY  
PRIMARY SUPPLIER**

**THIS AGREEMENT** dated the 28 day of OCT 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Master Tech Plumbing**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Emergency Plumbing Services Term and Supply**, County of Boone Request for Bid, bid number **69-19OCT04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, as well as the Contractor's bid response dated September 30, 2004 and executed by Russell W. Duker on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on January 1, 2005 and extend through December 31, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency Plumbing Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. Master Tech Plumbing shall act as the primary supplier and shall furnish emergency Plumbing Services for the County. The Contractor agrees to respond by phone within one hour after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified 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.

**MASTER TECH PLUMBING**


**BOONE COUNTY, MISSOURI**

by Russell W. Johnson  
 title President, MNAway  
 address 5150 I-70 dr SW  
Cal mo. 65203

by Boone County Commission  
  
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

  
 \_\_\_\_\_  
 County Counselor

  
 \_\_\_\_\_  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Facilities Maintenance Term/Supply  
6100-60100

no encumbrance required 10/20/04  
 Signature Ohye Date \_\_\_\_\_ Appropriation Account \_\_\_\_\_

# Boone County Purchasing

Kerry Patton  
Office Specialist



601 E. Walnut, Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390  
kpatton@boonecountymo.org

---

August 23, 2005

Russell W. Duker  
Master Tech Plumbing  
5150 I-70 Drive SW  
Columbia, MO 65203

RE: 69-19OCT04 Emergency Plumbing Services Term and Supply

Dear Mr. Duker:

The county of Boone wishes to renew bid #69-19OCT04 Emergency Plumbing Services Term and Supply. Confirming our letter dated August 16, 2005, you agree to renew the contract for an additional year with a 5% price increase using the same terms and conditions set in the original bid. The contract renewal period is **January 1, 2006 through December 31, 2006.**

Sincerely,



Kerry Patton  
Office Specialist

cc: Ken Roberts  
Bid File

# Boone County Purchasing

**Kerry Patton**  
**Office Specialist**



601 E. Walnut St., Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390

August 16, 2005

**Russell W. Duker**  
**Master Tech Plumbing**  
5150 I-70 Drive S.W.  
Columbia, MO 65203

RE: 69-19OCT04 Emergency Plumbing Services Term and Supply

Dear Mr. Duker:

The County of Boone is interested in renewing the above referenced contract through **December 31, 2006**. Please return this renewal no later than August 29, 2005.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for one year.

Russ Duker of Master Tech Plumbing, agree to renew contract # 69-19OCT04 Emergency Plumbing Services Term and Supply for an additional year under the same terms and conditions as set in the original bid with a 5 % price increase.

[Signature]  
Signature

17 MAR 05  
Date

Please sign and date below if you do not wish to renew #69-19OCT04 Emergency Plumbing Services Term and Supply.

I, \_\_\_\_\_ of Master Tech Plumbing, do not wish to renew the above referenced contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please sign and return by fax to (573) 886-4390. Once received, we will review your proposed price increase and if acceptable, we will send you a confirmed contract renewal letter.

Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by e-mail to: [kpatton@boonecountrymo.org](mailto:kpatton@boonecountrymo.org).

Sincerely,

**Kerry Patton**  
**Office Specialist**

cc: Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

**An Affirmative Action/Equal Opportunity Institution**

456-2004

**PURCHASE AGREEMENT  
FOR  
EMERGENCY PLUMBING SERVICES TERM AND SUPPLY  
SECONDARY SUPPLIER**

**THIS AGREEMENT** dated the 28 day of OCT 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **J. Louis Crum Corporation**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for Emergency Plumbing Services Term and Supply, County of Boone Request for Bid, bid number **69-19OCT04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, as well as the Contractor's bid response dated October 19, 2004 and executed by Don Van den Berghe on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on January 1, 2005 and extend through December 31, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency Plumbing Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. J. Louis Crum Corporation shall act as the secondary supplier and shall furnish emergency Plumbing Services for the County if the primary contracted supplier cannot provide an acceptable schedule for the County. The Secondary Contractor agrees to respond by phone within one (1) hour after notification by the County. If the proposed schedule is acceptable to the County, the Secondary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the tertiary contracted supplier.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified 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.



# Boone County Purchasing

Kerry Patton  
Office Specialist



601 E. Walnut, Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390  
kpatton@boonecountymo.org

August 30, 2005

Don VandenBerghe  
J Louis Crum Corporation  
PO Box 1285  
Columbia, MO 65203

RE: 69-19OCT04 Emergency Plumbing Services Term and Supply

Dear Mr. Van den Berghe:

The county of Boone wishes to renew bid #69-19OCT04 Emergency Plumbing Services Term and Supply. Confirming our letter dated August 16, 2005, you agree to renew the contract for an additional year with a 4.17% price increase using the same terms and conditions set in the original bid. The contract renewal period is **January 1, 2006 through December 31, 2006.**

Sincerely,

Kerry Patton  
Office Specialist

cc: Ken Roberts  
Bid File

# Boone County Purchasing

Kerry Patton  
Office Specialist

RECEIVED  
AUG 17 2005



601 E. Walnut St., Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390

J. Louis Crum Corporation

August 16, 2005

Don Van den Berghe  
J. Louis Crum Corporation  
PO Box 1285  
Columbia, MO 65205

RE: 69-19OCT04 Emergency Plumbing Services Term and Supply

Dear Mr. Van den Berghe:

The County of Boone is interested in renewing the above referenced contract through **December 31, 2006**. Please return this renewal no later than August 29, 2005.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for one year.

Don VandenBerghe of J. Louis Crum Corporation Inc, agree to renew contract # 69-19OCT04 Emergency Plumbing services Term and Supply for an additional year under the same terms and conditions as set in the original bid with a 4.17 % price increase.

*Don Van den Berghe*  
Signature

8/29/05  
Date

Please sign and date below if you do not wish to renew #69-19OCT04 Emergency Plumbing Services Term and Supply.

I, \_\_\_\_\_ of J. Louis Crum Corporation Inc, do not wish to renew the above referenced contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please sign and return by fax to (573) 886-4390. Once received, we will review your proposed price increase and if acceptable, we will send you a confirmed contract renewal letter.

Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by e-mail to: [kpatton@boonecountrymo.org](mailto:kpatton@boonecountrymo.org).

Sincerely,

Kerry Patton  
Office Specialist

cc: Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as previous contract period or at the price(s) allowed by the contract, whichever is lower.

**An Affirmative Action/Equal Opportunity Institution**

456-2004

**PURCHASE AGREEMENT  
FOR  
EMERGENCY PLUMBING SERVICES TERM AND SUPPLY  
TERTIARY SUPPLIER**

**THIS AGREEMENT** dated the 28 day of OCT 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Drummond Mechanical Contractors, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Emergency Plumbing Services Term and Supply**, County of Boone Request for Bid, bid number **69-19OCT04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, as well as the Contractor's bid response dated October 19, 2004 and executed by Mark Williams on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on January 1, 2005 and extend through December 31, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency Plumbing Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. Drummond Mechanical shall act as the tertiary supplier and shall furnish emergency Plumbing Services for the County if the primary and secondary contracted suppliers cannot provide an acceptable schedule for the County. The Tertiary Contractor agrees to respond by phone within two (2) hours after notification by the County. If the proposed schedule is acceptable to the County, the Tertiary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified 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.

**DRUMMOND MECHANICAL  
CONTRACTS INC.**

by William S. Drummond  
title President  
address P.O. Box 1485  
Columbia, Mo 65205

**BOONE COUNTY, MISSOURI**

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) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

no encumbrance required      10/20/04      Facilities Maintenance Term/Supply  
Signature      Date      6100-60100  
Appropriation Account

# Boone County Purchasing

**Kerry Patton**  
Office Specialist



601 E. Walnut, Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390  
kpatton@boonecountymo.org

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August 22, 2005

William A. Drummond, President  
Drummond Mechanical Contractors, Inc.  
910 Dinwiddie Circle  
Columbia, MO 65202

RE: 69-19OCT04 Emergency Plumbing Services Term & Supply

Dear Mr. Dummond:

The County of Boone wishes to renew bid #69-19OCT04 Emergency Plumbing Services Term & Supply. Confirming our letter dated August 16, 2005, you agree to renew the contract for an additional year with a 7% price increase using the same terms and conditions set in the original bid. The contract renewal period is **January 1, 2006 through December 31, 2006.**

Sincerely,

Kerry Patton  
Office Specialist

Cc: Bid File

# Boone County Purchasing

Kerry Patton  
Office Specialist



601 E. Walnut St., Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390

August 16, 2005

**AUG 17 2005**

William A. Drummond, President  
Drummond Mechanical Contractors, Inc.  
910 Dinwiddie Circle  
Columbia, MO 65202

RE: 69-19OCT04 Emergency Plumbing Services Term and Supply

Dear Mr. Drummond:

The County of Boone is interested in renewing the above referenced contract through **December 31, 2006**. Please return this renewal no later than August 29, 2005.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for one year.

I, Mark Williams of Drummond Mechanical Contractors, Inc, agree to renew contract # 69-19OCT04 Emergency Plumbing Services Term and Supply for an additional year under the same terms and conditions as set in the original bid with a 7 % price increase.

Mark Williams  
Signature

8-18-05  
Date

Please sign and date below if you do not wish to renew #69-19OCT04 Emergency Plumbing Services Term and Supply.

I, \_\_\_\_\_ of Drummond Mechanical Contractors, Inc, do not wish to renew the above referenced contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please sign and return by fax to (573) 886-4390. Once received, we will review your proposed price increase and if acceptable, we will send you a confirmed contract renewal letter.

Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by e-mail to: kpatton@boonecountymo.org.

Sincerely,

Kerry Patton  
Office Specialist

cc: Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

**An Affirmative Action/Equal Opportunity Institution**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

28<sup>th</sup> day of October 20 04

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

Now on this day the County Commission of the County of Boone does hereby cancel the contract with Sublett Excavating for bid 72-07OCT04 for the At-Grade Absorption Trench On-Site Sewer Treatment System and Water Supply Line and re-award said bid to Sonic Septic Service. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

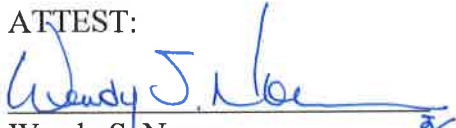
Done this 28<sup>th</sup> day of October, 2004.

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

# Boone County Purchasing

**Heather Turner, CPPB**  
Buyer



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

457-2004

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Heather Turner, CPPB  
**DATE:** October 28, 2004  
**RE:** 72-07OCT04 At-Grade Absorption Trench On-Site Sewer Treatment System and Water Supply Line

The Bid for At Grade Absorption Trench On-Site Sewer Treatment System and Water Supply Line closed on October 7, 2004. Four bids were received. The recommended low bidder, Sublett Excavating, was unable to obtain the required insurance, therefore Purchasing and the Sheriff's department recommend award to Sonic Septic Service for submitting the next low bid.

Total cost of contract is \$15,770.00 to be paid out of department 2540– Sheriff Civil Charges, Account Number 91200 – Buildings and Improvements. The original budget was \$18,000.00.

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

**ATT:** Bid Tabulation

**cc:** Kevin Merritt, Sheriff's Department  
Leasa Quick, Sheriff's Department  
Bid File

**72-07OCT04      At-Grade Absorption Trench On-Site Sewer Treatment System  
and Water Supply Line**

**Bid Tabulation**

4.7.	Bid Response - Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.	Sonic Septic Service		Sublett Excavating		TW Colton Plumbing and Excavating		Sullivan Excavation	
		Total Cost		Total Cost		Total Cost		Total Cost	
4.7.1.	At-Grade Absorption Trench On-Site Sewer Treatment System	\$8,100.00		\$9,300.00		\$12,524.00		\$15,000	
4.7.2.	Water Supply Line Installation	\$7,670.00		\$4,875.00		\$4,825.00		\$4,400	
4.7.3.	Water Supply Line Overage	\$5.60 per foot		\$4875.00 per foot		\$3.86 per foot		\$4.00 per foot	
4.7.4.	After Notice to Proceed is issued, work will begin on this project within ___ working days.	30 working days		14 working days		10 working days		30 working days	
4.7.5.	Project will be completed within ___ working days after first day of work commencement.	30		10		30		30	

No Bids  
Gibbs Farms, Inc.

10/28/04

DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

*BRC*

**Sonic Septic Service**

**573-874-2600**

**VENDOR NO.**

**VENDOR NAME**

**PHONE #**

**PMB 219, 3305 Clark Lane**

**Columbia**

**MO 65202**

**ADDRESS**

**CITY**

**STATE ZIP**

To: County Clerk's Office

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statute  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual

Comm Order # 457-2004

Return to Auditor's Office

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

### Transaction Not Subject

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain):
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

**RECEIVED**

**OCT 28 2004**

BOONE COUNTY AUDITOR

**#72-07OCT04**

(Enter Applicable Bid / Sole Source / Emergency Number)

**Bill To Department # 2540**

**Ship To Department # 2540**

Department				Account				Item Description	Qty	Unit Price	Amount
2	5	4	0	9	1	2	0 0	At Grade Absorption Trench On-Site Sewer System	1	8100.00	8100.00
								Water Supply Line Installation	1	7670.00	7670.00
								<b>Total</b>			<b>15770.00</b>

*Fixed Asset*

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

*Sue...*  
Requesting Official

*[Signature]*  
Auditor Approval

**CONTRACT AGREEMENT**

457-2004

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 **Sonic Septic Service** (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 72-07OCT04**  
**At-Grade Absorption Trench On-Site Sewer Treatment System and Water Supply Line**  
**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 At-Grade Absorption Trench On-Site Sewer System in the amount of \$8,100.00 and the Water Supply Line Installation in the amount of \$7,670.00 for a contract award total of \$15,770.00.

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.

1. Introduction and General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Form
5. Exhibit A-At Grade Absorption Trench On-Site Treatment System Details and Drawings
6. Exhibit B-Water Supply Line Path
7. Standard Terms and Conditions
8. Statement of Bidder's Qualifications
9. Annual Wage Order No. 11

It is understood and agreed that, except as may be otherwise provided for by the "Primary Specifications" 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.

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:

**Fifteen Thousand Seven Hundred Seventy Dollars and No Cents (\$15,770.00)**

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 28 OCT 2004 at  
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]  
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: **Sonic Septic Service**

[Signature]  
Wendy Noren, County Clerk

By: [Signature]  
Authorized Representative Signature

By: \_\_\_\_\_  
Authorized Representative Printed Name

Title: Owner

Approved as to Legal Form:

[Signature]  
John Patton  
Boone County Counselor

AUDITOR CERTIFICATION

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

2540/91200 - \$15,770.00

Signature June Pitchford by KF Date 10/28/2004 Appropriation Account \_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

28<sup>th</sup> day of October 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 Change Order #1 for the Benson Road Phase II project in the amount of \$4,778.80. It is further ordered that the Presiding Commissioner be hereby authorized to sign said change order.

Done this 28<sup>th</sup> day of October, 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

PO 2003-287

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS  
DESIGN AND CONSTRUCTION DIVISION**

RECEIVED

OCT 25 2004

BOONE COUNTY AUDITOR

458-2004

Change Order No.: One (1)

Job No.: 9708 Date: 10-20-04

Project Location: Benson Road Phase II

Contractor: C. L. Richardson Construction

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A)

**CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:**

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

**Contract Amount:** Add to the Contract Amount a total of

Four Thousand Seven Hundred Seventy Eight Dollars and 80/100 (\$ 4,778.80)

CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
Auditor Steph Date 10/25/04

CONTRACTOR - C. L. Richardson Construction

SIGNATURE [Signature]

DATE 10/22/04

Recommended by: Project Manager

Approved by Director [Signature]

SIGNATURE [Signature]

DATE 10/20/04

Accepted by: Boone County

SIGNATURE [Signature]

DATE 28 OCT 2004

**STATEMENT OF CONTRACT AMOUNT:**

ORIGINAL CONTRACT AMOUNT	\$ 94,573.75
PREVIOUS ADDITIONS	\$ 0.00
TOTAL	\$ 94,573.75
PREVIOUS DEDUCTIONS	\$ 0.00
NET PRIOR TO THIS CHANGE	\$ 94,573.75
AMOUNT OF THIS CHANGE <u>X</u> ADD _____ DEDUCT _____	\$ 4,778.80
<b>CONTRACT AMOUNT TO DATE</b>	<b>\$ 99,352.55</b>

**EXHIBIT A**

<b>Item #</b>	<b>Description</b>	<b>Qty. Change</b>	<b>Units</b>	<b>Price</b>	<b>Total</b>
1	Type 2 geotextile silt fence	<b>Deduct</b> L.F.	(1,300)	\$ 3.25	\$ (4,225.00)
2	6" Aggregate Base Type 1	<b>Deduct</b> S.Y.	(2,222)	\$ 3.85	\$ (8,554.70)
3	Excavation	<b>Add</b> C.Y.	1,266	\$ 2.95	\$ 3,734.70
4	Embankment	<b>Add</b> C.Y.	1183	\$ 9.20	\$ 10,883.60
6	6" Aggregate Drive	<b>Add</b> S.Y.	17	\$ 5.90	\$ 100.30
7	Type 4 Geotextile	<b>Deduct</b> L.S.	(1)	\$ 1,000.00	\$ (1,000.00)
8	15" CMP Type 1	<b>Deduct</b> L.F.	(17)	\$ 23.50	\$ (399.50)
9	24" CMP Type 1	<b>Deduct</b> L.F.	(47)	\$ 42.75	\$ (2,009.25)
10	35" x 24" CMP Type 2	<b>Deduct</b> L.F.	(48)	\$ 70.00	\$ (3,360.00)
11	Temp. Livestock Fence	<b>Deduct</b> L.F.	(350)	\$ 3.20	\$ (1,120.00)
12	Perm. Wire Fence	<b>Deduct</b> L.F.	(300)	\$ 3.75	\$ (1,125.00)
13	Fence Removal	<b>Deduct</b> L.F.	(300)	\$ 3.20	\$ (960.00)
A	Wintering Project – Additional Bonding, Signs and Survey Work	<b>Add</b> L.S.	1	\$ 2,300.00	\$ 2,300.00
B	Concrete Pad – Across Gas Pipeline	<b>Add</b> L.S.	1	\$ 530.00	\$ 530.00
C	Pipe Delivery	<b>Add</b> L.S.	1	\$ 180.00	\$ 180.00
D	Box Culvert Removal	<b>Add</b> L.S.	1	\$ 540.00	\$ 540.00
E	Pipe Restocking – Items 9 & 10	<b>Add</b> L.S.	1	\$ 1,873.65	\$ 1,873.65
F	Remobilize, Reconstruct Drainage Area and in slope and Removal of Storm water Pipes no longer in service	<b>Add</b> L.S.	1	\$ 7,390.00	\$ 7,390.00
<b>TOTAL COST FOR CHANGE ORDER # 1</b>					<b>\$ 4,778.80</b>

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 28<sup>th</sup> day of October 20 04

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

Now on this day the County Commission of the County of Boone does hereby re-appoint Elizabeth S. Hussey to the Boone County Vicious Dog Board for a term that will expire on November 30, 2007.

Done this 28<sup>th</sup> day of October, 2004.

Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

ATTEST:

Wendy S. Noren  
Clerk of the County Commission



re appointed

# Boone County Commission

Vicious Dog Advisory Board - Term Expires Nov. 30, 2007

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

OCT 13 2004

Boone County Commission

Board or Commission: BOONE COUNTY VICIOUS DOG BOARD Term: \_\_\_\_\_

Current Township: ROCHEPORT Today's Date: 10/10/04

Name: ELIZABETH S. HUSSEY

Home Address: 655 N. RTE 0 ROCHEPORT Zip Code: 65279

Business Address: 1700 I-70 DRIVE SW COLUMBIA Zip Code: 65203

Home Phone: 573-445-1863 Work Phone: 573-445-4462

Fax: 573-445-0197 E-mail: FAIRFAX@SOCKET.NET

Qualifications: PRACTICING VETERINARIAN 15 YEARS  
HOST OF LOCAL CALL-IN RADIO SHOW

Past Community Service: PRESIDENT & BOARD MEMBER OF CENTRAL  
MISSOURI HUMANE SOCIETY

References: DR. JOHN S WILLIAMS  
DR. JACK R HORTON

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Elizabeth S Hussey  
Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311

Reappointed  
n - Y  
KMM - Y  
SE - Y