

289-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term 20

County of Boone } ea.

In the County Commission of said county, on the 5th day of July 20 22

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

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement)	July Session
560 N West Park Ln)	July Adjourned
Columbia, MO 65201)	Term 2022
)	Commission Order No. 289-2022

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 5th day of July 2022, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage, tires, vehicle parts, and other refuse on the premises.
4. The location of the public nuisance is as follows: 560 N West Park Ln, Columbia, MO, a/k/a parcel# 17-319-12-01-028.00 01, Section 12, Township 48, Range 12 as shown by deed book 4657 page 0157, Boone County.
5. The specific violation of the Code is: trash, rubbish, and garbage, in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 24th day of June 2022, to the property owner and lien holder.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner and lien holder was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

described property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires

abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.


Order for Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.


Done this 5th day of July 2022.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Activity Log: 560 N West Park Ln

May 19, 2022: Environmental Public Health (EPH) received complaint about junk, trash, rubbish, garbage, tires, vehicle parts, and other refuse on the property

May 19, 2022: Kala Tomka from EPH confirmed the presence of junk, trash, and rubbish on the property and sent a nuisance notice letter to the property owner and lienholder.

May 24, 2022: Nuisance notice delivered and signed for by lienholder.

May 26, 2022: Nuisance notice delivered and signed for by property owner.

June 21, 2022: Liz Olree from EPH confirmed that the junk, trash, and rubbish had not been removed from the property.

Photo of junk, trash, and rubbish at 560 N West Park Ln. Photos taken June 21, 2022 at 4:00 pm.



Photo of junk, trash, and rubbish at 560 N West Park Ln. Photos taken June 21, 2022 at 4:00 pm



Kenny Mohr Assessor

Parcel 17-319-12-01-028.00 01

Property Location 560 N WEST PARK LN

City

Road COMMON ROAD DISTRICT (CO)

School COLUMBIA (C1)

Library COL BC LIBRARY (L4)

Fire BOONE COUNTY (F1)

Owner ROBINETT KAREN

Subdivision Plat Book/Page 0007 0046

Address 560 N WEST PARK LN

Section/Township/Range 12 48 12

Care Of

Legal Description SUNRISE EST
LOT 147

City, State, Zip COLUMBIA, MO 65201

Lot Size 137.50 × 200.00

Irregular Shape

Deeded Acreage .00

Calculated Acreage .00

Deed Book/Page 4657 0157 4594 0087 4518 0096 3267 0016

Effective Date of Value 1/1/2022

CURRENT APPRAISED

Type	Land	Bldgs	Total
RI	15,700	113,800	129,500
Totals	15,700	113,800	129,500

CURRENT ASSESSED

Type	Land	Bldgs	Total
RI	2,983	21,622	24,605
Totals	2,983	21,622	24,605

PROPERTY DESCRIPTION

Year Built 1976 (ESTIMATE)

Basement FULL (4) Attic NONE (1)

Bedrooms 3 Main Area 1,042

Full Bath 2 Finished Basement Area 968

Half Bath 0

Total Rooms 7 Total Square Feet 2,010

Boone County Assessor

Boone County Government Center
801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4270

Fax (573) 886-4254

Mapping (573) 886-4262

Personal Property (573) 886-4250

Real Estate (573) 886-4265

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 09/29/2016 at 03:34:39 PM

Instrument #: 2016021193 Book: 4657 Page: 158

Instrument Type: DT

Recording Fee: \$69.00 S

No. of Pages: 16

Nora Dietzel
Nora Dietzel, Recorder of Deeds



Space above this line for recording data

When recorded, return to:
DAS Acquisition Company, LLC
12140 Woodcrest Executive, Ste 150
St. Louis, MO 63141
314-628-2214

LOAN #: ABADI1607219437

DEED OF TRUST COVER PAGE For Recorder of Deeds Indexing Purposes

This Cover Page **MUST** be attached with your recordable document

1. Document Being Recorded: Deed of Trust
2. Date of Document: **September 28, 2016**
3. Grantor/Borrower Name(s) for Indexing Purposes: **KAREN ROBINETT, SINGLE WOMAN,
1858 State Rd
Auxvasse, MO 65231**
4. Grantee/Lender Name and Address for Indexing Purposes: **DAS Acquisition Company, LLC
12140 Woodcrest Executive, Ste 150
St. Louis, MO 63141**
5. Legal Description or Location of Legal Description in the Document:
**TRACT ONE HUNDRED FORTY-SEVEN (147) OF THE REPLAT OF SUNRISE ESTATES
SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 7, PAGE 46, RECORDS OF
BOONE COUNTY, MISSOURI.
APN #: 17-319-12-01-028.00**
6. Reference Book(s) and Page(s), if required: **N/A**

Missouri Recording Cover Page
Ellie Mae, Inc.

MOCOVERL 0315
MOCOVERL (CLS)



Nora Dietzel, Recorder of Deeds

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 09/29/2016 at 03:34:39 PM

Instrument #: 2016021192 Book: 4657 Page: 157

Instrument Type: WD

Recording Fee: \$33.00 S

No. of Pages: 4



FHA/HUD Case #: 292-488565

Missouri Special Warranty Deed

THIS INDENTURE, made on this 27 day of Sept, 2016, by the Secretary of Housing and Urban Development, of Washington, D.C., herein called the Grantor, and Karen Robinett, a single person of the County of Boone, State of **MISSOURI**, herein called the Grantee whether one or more, mailing address of said Grantee is 5600 W. Park Lane, Columbia, MO 65201

WITNESSED: THAT SAID GRANTOR, in consideration of the sum of \$10.00 and other valuable consideration to be paid by Grantee (the receipt of which is hereby acknowledged), does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said Grantee, heirs and assigns, the following described property situated in the County of Boone and State of **MISSOURI**, to wit:

See Exhibit A

Being the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. 1701 et. seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531 et. seq.).

To Have and To Hold the above described property, together with all and singular the rights and appurtenances thereunto in any way belonging, unto the said heirs and assigns forever.

Nora Dietzel, Recorder of Deeds

Unofficial Document

SUBJECT to and as Affected by, however, all easements, covenants, restrictions, reservations, conditions and rights appearing of record; and Subject to any state of facts which an accurate survey would show.

Grantor hereby binds himself/herself, his/her successor and assigns, to warrant and forever defend, with the exceptions stated above, all and singular, the said property unto said purchaser(s) _____

Karen Robinett, a single person

heirs and assigns, against every person who so ever lawfully claiming or to claim the same, or any part thereof, by through, or under Grantor, but not otherwise.

THIS SPECIAL WARRANTY DEED IS NOT TO BE IN EFFECT UNTIL September 28, 2016

IN WITNESS WHEREOF the undersigned has set his/her hand as a principal and/or officer of Chronos Solutions (Asset Manager) for and on behalf of the Secretary of Housing and Urban Development, under the Redelegation of Authority published at 77 Fed. REG.37252, Page 372 (June 20, 2012).

Witnesses:
Cathy Strawn
Print Name: Catherine Strawn
Loreta Mitchell
Print Name: Loreta Mitchell

Secretary of Housing and Urban Development
Chronos Solutions, LLC
By: [Signature]
For HUD by Justin Ripple, Closing Manager
(Print/Type Name and Title)

State of Texas
County of Williamson

Before me, the undersigned, a Notary Public on this day personally appeared, JUSTIN RIPPLE known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that the same was the act of said Chronos Solutions as Asset Manager for the U.S. Department of Housing and Urban Development, for and behalf of the Secretary of Housing and Urban Development and aforementioned person and/or officer executed the same as the act of such entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal this 27 day of Sept, 2016

Unofficial Document

Chelle Layman
Notary Public

Printed Notary Name

My Term Expires:



CHELLE LAYMAN
Notary Public, State of Texas
My Commission Expires
July 22, 2019

Return To:

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO SEP 29 2016

Unofficial Document

Exhibit A

**TRACT ONE HUNDRED FORTY-SEVEN (147) OF THE REPLAT OF SUNRISE ESTATES
SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 7, PAGE 46,
RECORDS OF BOONE COUNTY, MISSOURI.**

Nora Dietzel, Recorder of Deeds

290-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term 20

In the County Commission of said county, on the 5th day of July 20 22

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

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement) July Session
1310 S El Chaparral) July Adjourned
Columbia, MO 65201) Term 2022
) Commission Order No 290-2022

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 5th day of July 2022, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 1310 S El Chaparral, Columbia, MO, a/k/a parcel# 17-509-16-01-015.00 01, Section 16, Township 48, Range 12 as shown by deed book 4791 page 0082, Boone County
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 24th day of June 2022, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires

abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

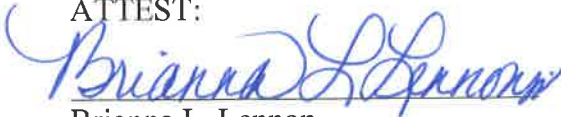
Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

Done this 5th day of July 2022.

ATTEST:



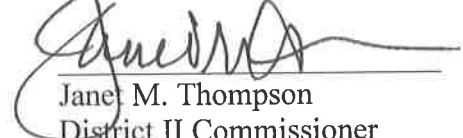
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Jane M. Thompson
District II Commissioner

Activity Log: 1310 S El Chaparral

May 23, 2022: Complaint received by Environmental Public Health (EPH). Caller stated that the yard had not been mowed this season.

May 24, 2022: Kala Tomka from EPH confirmed that the lawn had overgrown weeds in excess of 12 inches and sent a nuisance notification letter to the owner of the property.

June 3, 2022: Nuisance notification letter delivered and signed for.

June 10, 2022: EPH received a call from the legal guardian/conservator of the property owner, who stated that the current inhabitants of the property are not legally allowed to be there and that she is going through the courts to have them evicted.

June 21, 2022: Liz Olree from EPH reinspected the property and confirmed that the lawn had not been mowed and that overgrown weeds in excess of 12 inches were still present.

Photo of overgrown weeds at 1310 S El Chaparral. Photo taken June 21 at 4:10 pm.



Kenny Mohr Assessor

Parcel 17-509-16-01-015.00 01

Property Location 1310 S EL CHAPARRAL AVE

City _____ **Road** COMMON ROAD DISTRICT (CO) **School** COLUMBIA (C1)
Library COL BC LIBRARY (L4) **Fire** BOONE COUNTY (F1)

Owner LEVINGS HARRIET MURLINE & KEVIN PROCTOR II

Address 1310 S EL CHAPARRAL AVE

Care Of _____

City, State, Zip COLUMBIA, MO 65201 - 9031

Subdivision Plat Book/Page 0011 0004

Section/Township/Range 16 48 12

Legal Description EL CHAPARRAL PLAT 3
LOT 88

Lot Size 85.00 x 126.67

Irregular Shape Y

Deeded Acreage .00

Calculated Acreage .00

Deed Book/Page 4791 0082 4790 0073 4201 0196 0464 0815

Effective Date of Value 1/1/2022

CURRENT APPRAISED

Type	Land	Bldgs	Total
RI	21,600	131,800	153,400
Totals	21,600	131,800	153,400

CURRENT ASSESSED

Type	Land	Bldgs	Total
RI	4,104	25,042	29,146
Totals	4,104	25,042	29,146

PROPERTY DESCRIPTION

Year Built	1972
Basement	FULL (4) Attic NONE (1)
Bedrooms	3 Main Area 1,260
Full Bath	2 Finished Basement Area 1,000
Half Bath	0
Total Rooms	8 Total Square Feet 2,260

Boone County Assessor

Boone County Government Center
801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4270
Fax (573) 886-4254

Mapping (573) 886-4262
Personal Property (573) 886-4250
Real Estate (573) 886-4265



Recorded in Boone County, Missouri

Unofficial Document Date and Time: 08/08/2017 at 01:58:02 PM

Instrument #: 2017016485 Book: 4790 Page: 73

Instrument Type: WD

Recording Fee: \$30.00 S

No. of Pages: 3



GENERAL WARRANTY DEED

THIS INDENTURE, made on the 7th day of August, 2017, by and between

Grantor: Joyce Marie Mahan, a single person and Karla Beth McGough and Richard Allen McGough, wife and husband

County of Boone and State of Missouri, party of the first part, and

Grantee: Harriet Murline Levings and Kevin Proctor II, wife and husband

County of Boone, and State of Missouri, party of the second part

(mailing address of said first named grantee is 1310 S. El Chaparral Ave, Columbia, MO 65201)

Witnesseth, that the said party of the first part in consideration of the sum of One Hundred Dollars and Other Good and Valuable Consideration to them paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, his/her heirs and assigns, the following described lots, tracts or parcels of land, lying being and situate in the County of Boone, and State of Missouri, to wit:

Lot No. 88, El Chaparral Subdivision, Plat No. 3 as shown on the recorded plat thereof recorded in Plat Book 11, Page 4 of the Boone County, Missouri Records, located in the South 1/2 of Section 16, Township 48 North, Range 12 West, Boone County, Missouri. 17-509-16-01-015.00 SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto his/her heirs, or successors, and assigns, forever, the said party of the first part herein hereby covenanting that he/she is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he/she has good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by them or those under whom he/she claim, and that he/she will warrant and defend the title to the said premises unto the said party of the second part, and unto his/her heirs, or successors, and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hands the day and year first above written.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO AUG 08 2017

Unofficial Document

Richard Allen McGough
Richard Allen McGough

Karla Beth McGough
Karla Beth McGough

STATE OF Missouri
COUNTY OF Boone

On this 7th day of August, 2017, before me, a Notary Public in and for said State personally appeared **Karla Beth McGough, wife of Richard Allen McGough**, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the State and County aforesaid the day and year first above written.

[Signature]
Notary Public

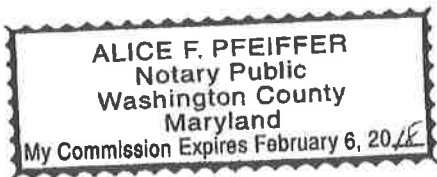


TERESA D. SINGLETON
My Commission Expires
October 27, 2017
Monroe County
Commission #13468412

STATE OF MARYLAND
COUNTY OF WASHINGTON

On this 3rd day of AUGUST, 2017, before me, a Notary Public in and for said State personally appeared **Richard Allen McGough, husband of Karla Beth McGough**, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the State and County aforesaid the day and year first above written.



Alice F. Pfeiffer
Notary Public
Alice F. Pfeiffer

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO AUG 08 2017

Unofficial Document

Joyce Marie Mahan
Joyce Marie Mahan

STATE OF ALABAMA
COUNTY OF JEFFERSON

On this 3rd day of 10 AUGUST, 2017, before me, a Notary Public in and for said State personally appeared **Joyce Marie Mahan**, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the State and County aforesaid the day and year first above written.



Robert McGee
Notary Public Robert McGee

MY COMMISSION EXPIRES NOVEMBER 8, 2020

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri

Date and Time: 08/10/2017 at 12:02:04 PM

Instrument #: 2017016684 Book: 4791 Page: 82

Instrument Type: BDED

Recording Fee: \$27.00 S

No. of Pages: 2



MISSOURI BENEFICIARY DEED

THIS BENEFICIARY DEED, made on this 10 day of August, 2017, by Harriet Murline Proctor, GRANTOR, of the County of Boone, State of Missouri, party of the first part, and Kevin Warren Proctor II, party of the second part, as beneficiary.

Address for tax purposes remains that of grantor, Harriet Murline Proctor.

WITNESSETH, that the said party of the first part, do by these presents TRANSFER ON DEATH unto the said party of the second part, their heirs and assigns, the following described property in the County of Boone and State of Missouri:

Lot No. 88, El Chaparral Subdivision, Plat No. 3 as shown on the recorded plat thereof recorded in Plat Book 11, Page 4 of the Boone County, Missouri Records, located in the South ½ of Section 16, Township 48 North, Range 12 West, Boone County, Missouri.

17-509-16-01-015.00

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD, IF ANY.

// 1310 El Chaparral AVE
// Columbia, MO 65201

Boone County, Missouri

BOONE COUNTY MO AUG 10 2017

Unofficial Document

PROVIDED, HOWEVER, that the conveyance provided for by this instrument shall be a transfer on death of the survivor of the party of the first part in accordance with the Nonprobate Transfers Law of Missouri.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto their heirs and assigns forever.

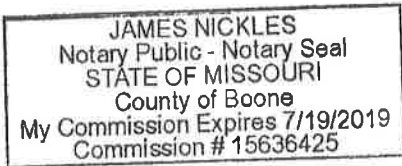
IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

STATE OF MISSOURI }
} ss.
COUNTY OF BOONE }

Handwritten signature: Harriet Murline Proctor

On this 10 day of August, 2017, before me, James Nickles, a Notary Public, personally appeared Harriet Murline Proctor, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Boone County the day and year last above written.



Handwritten signature of James Nickles
Notary Public

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

2022

In the County Commission of said county, on the 5th day of July 20 22

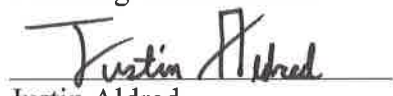
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Ashland Animal Control Cooperative Agreement.

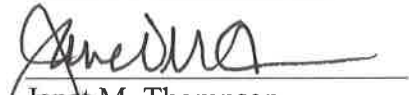
Done this 5th day of July 2022.



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

Animal Control Enforcement Cooperative Agreement

THIS AGREEMENT is entered into this 5th day of July, 2022, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein "County") and the **City of Ashland**, a municipal corporation within the County of Boone, State of Missouri (herein "City");

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted Chapter 27 of the Code of Ordinances of the City of Ashland, copies are attached hereto and incorporated herein by reference, which are substantially the same as the Boone County Health Regulations, Chapter 2 – Animal Control, and desires to establish a program for inspection and enforcement of its Animal Control Codes, and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Animal Control Codes enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

1. The City shall enact and keep in full force the following "Animal Control Codes":
 - A. Chapter 27 – Animal Control. These ordinances shall be substantially similar to Chapter 2 of the Boone County Health Code, which is subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county animal control ordinances for

services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

B. An ordinance which establishes fines and penalties for violation of the Animal Control Codes and remedies to provide for the enforcement thereof, consistent with fees, fines, penalties and remedies provided for by the County for the same or similar circumstances. These fees, fines, penalties and remedies are subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county fees, fines, penalties and remedies for services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

C. An ordinance which authorizes this agreement and empowers the County through the City of Columbia/Boone County Health Department (hereafter "Department") to administer and enforce the foregoing regulations within City.

2. County agrees to provide animal code enforcement services within City through the Department at the anticipated services levels set out in Exhibit A. County also agrees to notify City in the event it amends Chapter 2 – Animal Control of the Boone County Health Code so as to allow City to amend as appropriate Chapter 27 of its Code of Ordinances so that the operative terms shall remain consistent. County through the Department also shall keep and maintain records and reports relating to the enforcement activity and provide City with copies of same upon request or as mutually deemed appropriate. Fees, if any, such as permit fees for dangerous or exotic animals, boarding fees and/or impoundment fees shall be retained by the County as in other County animal code enforcement activities.

3. City agrees to inform the public in the City of the adoption of the Animal Control Codes and administration and enforcement thereof by the Department. City also agrees to provide Department and County with copies of all amendments of Codes for relevant administration and legal proceedings.

4. For the term of this contract, June 7, 2022, through June 6, 2023, City agrees to pay County a rate of \$46.08 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. However, the total reimbursement shall not exceed \$6,000 unless this contract is amended. The City will be reimbursing for services rendered herein, and paid on a quarterly basis. This is a one-year contract and will not automatically renew. If the parties wish to continue services beyond June 6, 2023, they will enter into a new, written agreement.

5. City agrees to enforce compliance with the Animal Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, defend all legal actions pertaining to the interpretation or implementation of the Animal Codes provided for herein and adopted by City and shall, as the City Prosecutor deems appropriate, prosecute all legal actions under the Animal Codes.

6. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

CITY OF ASHLAND:

By: _____

Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

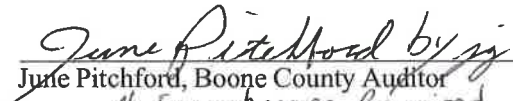
BOONE COUNTY, MISSOURI:

By: 
Daniel K. Atwill, Presiding Commissioner

ATTEST:


Brianna Lennon, County Clerk

AUDITOR ACKNOWLEDGEMENT
FOR BUDGET PURPOSES:


June Pitchford, Boone County Auditor
No Encumbrance Required

Approved as to form:

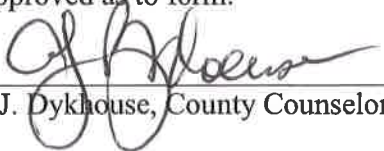

C.J. Dykhouse, County Counselor

Exhibit A

Columbia/Boone County Health Department Ashland Animal Control Enforcement Cooperative Agreement Anticipated Level of Service

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Emergency response: Emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces will be responded to as quickly as resources allow.

Routine running at-large calls will be responded to during normally-staffed hours of operation and is not considered an emergency.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

2022

County of Boone

In the County Commission of said county, on the 5th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment #1 to Contract 200201 for Trades, Labor & Materials (JOC) for Exterior Masonry Repair & Waterproofing to Mid-Continental Restoration Company, Inc. of Fort Scott, Kansas.

Done this 5th day of July 2022.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

COMMISSION MEMO

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 05/31/22
RE: Cooperative Contract 200201 – Amendment #1 – Trades, Labor and Materials (JOC) for Exterior Masonry Repair and Waterproofing

Cooperative contract 200201 for Trades, Labor and Materials (JOC*) for Exterior Masonry Repair and Waterproofing was awarded on September 24, 2020 by Commission Order 424-2020. The cooperative contract was set-up by The Interlocal Purchasing System (TIPS) with Mid-Continental Restoration Company, Inc. of Fort Worth, Kansas. The County uses the contract for exterior masonry repair and waterproofing. Amendment #1 to the contract incorporates a quote to conduct repair and waterproofing on the exterior of the Boone County Courthouse for a total price of \$392,157.00. The work has been requested by the Facilities Maintenance Department which will oversee the project.

Payments for services will reference 6200: Capital R&R – General/60100 – Building Repairs/Maintenance: \$392,157.00.

* JOC = Job Order Contracting

/lp

C: Doug Coley – Director Facilities Maintenance
Contract File

Commission Order: 292-2022

Date: 07.05.2022

**CONTRACT AMENDMENT NUMBER ONE
FOR
TRADES, LABOR AND MATERIALS (JOC) FOR EXTERIOR MASONRY REPAIR AND
WATERPROOFING**

The Agreement **200201** dated the 25th day of September 2020 made by and between Boone County, Missouri and **Mid-Continental Restoration Company, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the Boone County Courthouse Project as described in the **April 26, 2022** quote from **Chase Halsey** on behalf of the Contractor which is referred to as **Attachment One** and incorporated into the contract as referenced for the total project price of Three-hundred Ninety-Two Thousand, One Hundred Fifty-Seven Dollars and No Cents: **\$392,157.00**.
2. The Finance Enterprise contract number is C000125.
3. All other terms, conditions, and pricing of the original contract as amended by previous amendment, if any, shall remain the same and apply hereto.

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

**MID-CONTINENTAL RESTORATION
COMPANY, INC.**

BOONE COUNTY, MISSOURI

By: _____

By: Boone County Commission

Title: _____

DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Dylawic
County Counselor

DocuSigned by:
Brianna Lennon
County Clerk

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

6200/60100: \$392,157.00

DocuSigned by:
June E Pitakford by JF
Signature

6/14/2022

Date

Appropriation Account



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com
TIPS 200201

April 26, 2022

Doug Coley
705 E Walnut St
Columbia, MO 65201

RE: Exterior Building Repairs
Courthouse – Columbia

Dear Mr. Coley:

Attached is our proposal for the work to be performed on the Courthouse project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Chase Halsey
Senior Estimator / Project Manager
Cell: (620) 704-2733
chase_halsey@midcontinental.com

CH/kc

Encl.

MCR

MID-CONTINENTAL RESTORATION Co., INC.

401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

PROPOSAL / CONTRACT TIPS 200201

April 26, 2022

From: Chase Halsey, Senior Estimator / Project Manager, Fort Scott, KS
Cell: (620) 704-2733 email: chase_halsey@midcontinental.com

To: Doug Coley, 705 E Walnut St, Columbia, MO 65201
email: dcoley@boonecountymmo.org

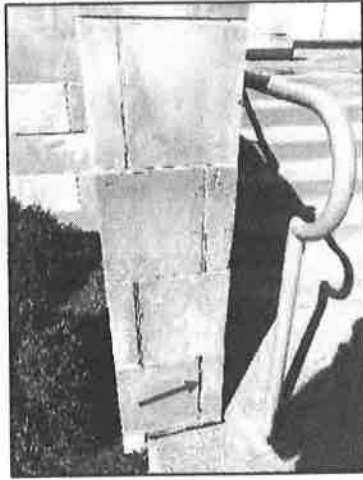
Subject: Exterior Building Repairs

Job Name: Boone County Courthouse – 705 E Walnut St, Columbia, MO 65201

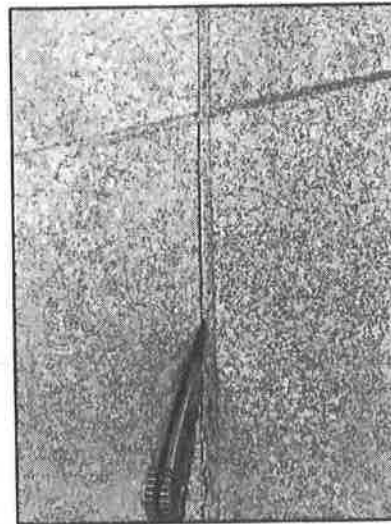
BASE BID: WORK ON ALL ELEVATIONS



- (1) All exterior stone surfaces shall be restored to the original color as closely as possible with pressurized water and chemical cleaning agents. The chemical cleaning agents shall be applied to the surface, given time to dwell, and rinsed in strict accordance with the manufacturer's specifications. Chemical cleaners shall be applied no more than two times to any masonry surface.



- (2) All mortar joints shall be carefully inspected and those found to have voids, cracks or openings greater than 1/64th inch in width or those found to be eroded more than ¼-inch in depth, shall be cut back to a depth of two times the joint width, but in no case deeper than 1-inch, and shall then be cleaned of all loose and foreign debris with air and/or water pressure.
- (3) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N" masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry). This proposal includes **1,800 LF** of tuckpointing. Additional tuckpointing can be completed on a unit price basis at the rate of **\$8.65** per LF.



- (4) All control joints on each courthouse building shall have the existing fill materials removed. Once complete, a new polyurethane sealant shall be installed, tooled to a watertight condition. The color shall match the existing mortar joint as closely as possible. This proposal includes **1,960 LF** of sealant replacement.



- (5) The perimeter of all window and door frames shall have fill materials removed, the joint cleaned and then resealed, and tooled to a watertight condition. The color of the new sealant shall match the adjacent window or door trim or adjacent mortar joints as closely as possible. This proposal includes **4,300 LF** of window and door perimeter sealant replacement.



- (6) Any stone found to be deteriorated beyond repair shall be removed and a new stone shall be made with its profile matching the existing as closely as possible. New stone shall be set in a fresh bed of mortar. This proposal includes the replacement of **2** stones.
- (7) Areas of spalled, deteriorated or fractured stone shall be removed by square cutting the perimeter of the repair area and chipping away the unsound material to a sound surface. The void shall then be patched with Jahn M70 Restoration Mortar, carved and finished to match the original profile in appearance as closely as possible. The color shall be one of Jahn's standard colors, matching the adjacent surfaces as closely as possible. Patching material shall be applied in strict accordance with manufacturer's specifications. This proposal includes **26 SF** of stone patching. Additional stone patching can be completed on a unit price basis at the rate of **\$219.79** per SF.
- (8) Any stones that have moved out of plumb or are displaced, but still salvageable, shall be carefully removed and reset to its original configuration as closely as possible. This proposal includes the resetting of **8** stones. Additional stones can be reset at a unit price rate of **\$486.96** per stone.
- (9) Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of a transparent, penetrating, siloxane water repellent solution. This material shall be applied in strict accordance with manufacturer's recommendations.

- (10) Pricing for this proposal is based upon the prevailing wages as established by **Annual Wage Order No.: 28 for Boone County- Building Construction**. Wage scales are subject to change at any time. The applicable wage scale in effect at the time of acceptance will be used for any work performed. Notification will be provided of any pricing changes resulting from updates to the Annual Wage Order.
- (11) Applicable taxes are excluded from the price stated within this proposal.
- (12) **It is the owner's responsibility to provide a Missouri Tax Exemption Certificate Form 5060 (see attached) along with the State of Missouri Tax Exemption Letter, prior to ordering materials or beginning the project.** This form can also be accessed on-line at www.dor.mo.gov/forms. A completed and signed Project Exemption Certificate 5060 shall be forwarded along with the State of Missouri Tax Exemption Letter to Mid-Continental Restoration for their use when ordering materials for the project. **If Form 5060 and the State Tax Letter are not received by MCR prior to ordering materials or beginning the project, applicable tax will be added to the stated contract price.** Should you have any questions or concerns regarding the Project Exemption Certificate, please feel free to contact Lucy Gladbach at (620) 223-3700.
- (13) The **OWNER** shall be responsible for contacting the electrical power company to provide power line protection, rerouting, or deenergize the lines prior to the start of the project. OSHA restricts access to within 3' feet for Insulated lines less than 300 volts, 10' feet for Insulated lines above 300 volts to 50kv. The only exception to the above regulation is the utility company or electrical power system operator must be notified of the need to work closer and the systems operator must deenergize, relocate, or install protective covering to prevent accidental contact with the lines or weather heads.
- (14) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (15) During the construction phase, all precautions shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection, **including full compliance with the OSHA Respirable Crystalline Silica Standard**. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (16) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the jobsite and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/pathogens or other airborne contaminants, that may be present at the jobsite before, during and after Mid-Continental has completed its work pursuant to this contract.
- (17) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of:
THREE HUNDRED NINETY-TWO THOUSAND, ONE HUNDRED FIFTY-SEVEN DOLLARS
\$392,157.00

***Any applicable Freight/Shipping Charges have been taken into consideration in the quote and there is "No Charge: \$0.00" for Freight/Shipping.

Due to the current volatility of material pricing, the above price shall only be valid for a period of thirty days (30) days, after which pricing is subject to change.

TO ACCEPT THE BASE BID, PLEASE SIGN BELOW

If BASE BID is accepted, please sign here: Mid-Continental Restoration Co., Inc.

By: _____ Dated _____ By: _____ Dated _____
Owner/Owner Representative Contractor

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND RETURN THE COMPLETE PROPOSAL TO THE HOME OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDATION THEREOF.

EXHIBIT "A"

TERMS & CONDITIONS

LIMITED WARRANTY

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

EXCLUSIONS FROM LIMITED WARRANTY. The following are *not* covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence) or other grounds).

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1½ % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.

Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance - State Requirement; (2) Automobile Liability Insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.



Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number			
	Address		City		State	Zip Code
	E-mail Address					
	Project Number	Project Begin Date (MM/DD/YYYY)	Estimated Project End Date (MM/DD/YYYY)			
	Description of Project					
	Project Location				Certificate Expiration Date (MM/DD/YYYY)	
	<p>This exemption does not apply to the purchase or rental of machinery, equipment, or tools by the contractor or sub-contractor. Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.</p>					
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity		Date (MM/DD/YYYY)		

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to <u>Section 144.062, RSMo</u> . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.					
	Name of Purchasing Contractor		Signature of Contractor		Date (MM/DD/YYYY)	
	Address		City		State	Zip Code

Subcontractor	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.					
	Name of Purchasing Subcontractor					
	Address		City		State	Zip Code
Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY)		

Form 5060 (Revised 02-2014)

Taxation Division
P.O. Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 751-9409
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



Commission Order: _____

Date: _____

**CONTRACT AMENDMENT NUMBER ONE
FOR
TRADES, LABOR AND MATERIALS (JOC) FOR EXTERIOR MASONRY REPAIR AND
WATERPROOFING**

The Agreement **200201** dated the 25th day of September 2020 made by and between Boone County, Missouri and **Mid-Continental Restoration Company, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the Boone County Courthouse Project as described in the **April 26, 2022** quote from **Chase Halsey** on behalf of the Contractor which is referred to as **Attachment One** and incorporated into the contract as referenced for the total project price of Three-hundred Ninety-Two Thousand, One Hundred Fifty-Seven Dollars and No Cents: **\$392, 157.00.**
2. The Finance Enterprise contract number is C000125.
3. All other terms, conditions, and pricing of the original contract as amended by previous amendment, if any, shall remain the same and apply hereto.

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

**MID-CONTINENTAL RESTORATION
COMPANY, INC.**

BOONE COUNTY, MISSOURI

By: _____

J. Frank Halsey

By: Boone County Commission

Title: President

Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

County Counselor

County Clerk

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

6200/60100: \$392,157.00

DocuSigned by:

June E Pitshford by JF

6/14/2022

Signature

Date

Appropriation Account

GAA

Attachment One



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com
TIPS 200201

April 26, 2022

Doug Coley
705 E Walnut St
Columbia, MO 65201

RE: Exterior Building Repairs
Courthouse – Columbia

Dear Mr. Coley:

Attached is our proposal for the work to be performed on the Courthouse project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Chase Halsey
Senior Estimator / Project Manager
Cell: (620) 704-2733
chase_halsey@midcontinental.com

CH/kc

Encl.

DAI

MCR
MID-CONTINENTAL
RESTORATION Co., Inc.

401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

PROPOSAL / CONTRACT
TIPS 200201

April 26, 2022

From: Chase Halsey, Senior Estimator / Project Manager, Fort Scott, KS
Cell: (620) 704-2733 email: chase_halsey@midcontinental.com

To: Doug Coley, 705 E Walnut St, Columbia, MO 65201
email: dcoley@boonecountymo.org

Subject: Exterior Building Repairs

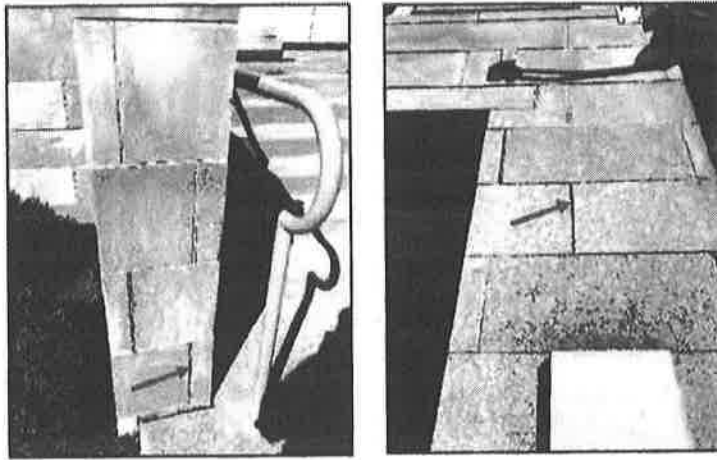
Job Name: Boone County Courthouse – 705 E Walnut St, Columbia, MO 65201

BASE BID: WORK ON ALL ELEVATIONS

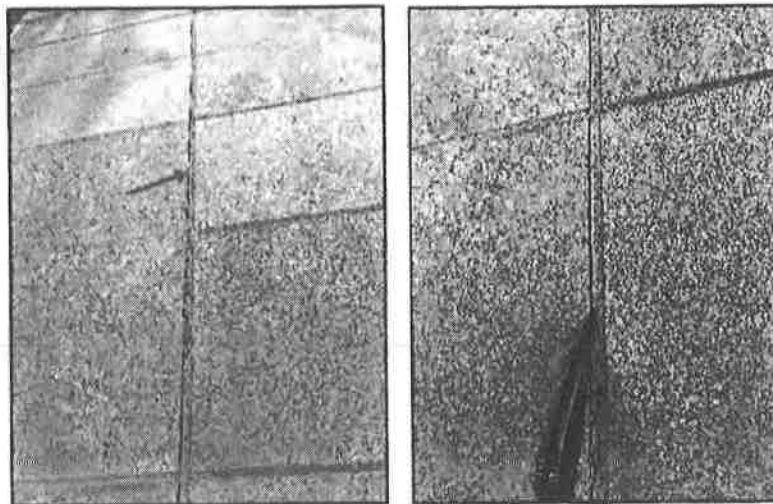


- (1) All exterior stone surfaces shall be restored to the original color as closely as possible with pressurized water and chemical cleaning agents. The chemical cleaning agents shall be applied to the surface, given time to dwell, and rinsed in strict accordance with the manufacturer's specifications. Chemical cleaners shall be applied no more than two times to any masonry surface.

Handwritten initials



- (2) All mortar joints shall be carefully inspected and those found to have voids, cracks or openings greater than 1/64th inch in width or those found to be eroded more than 1/4-inch in depth, shall be cut back to a depth of two times the joint width, but in no case deeper than 1-inch, and shall then be cleaned of all loose and foreign debris with air and/or water pressure.
- (3) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N" masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry). This proposal includes **1,800 LF** of tuckpointing. Additional tuckpointing can be completed on a unit price basis at the rate of **\$8.65 per LF**.

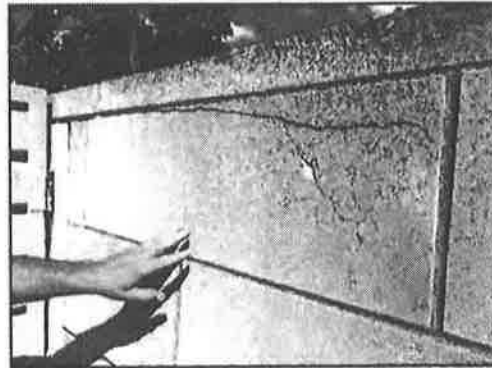


- (4) All control joints on each courthouse building shall have the existing fill materials removed. Once complete, a new polyurethane sealant shall be installed, tooled to a watertight condition. The color shall match the existing mortar joint as closely as possible. This proposal includes **1,960 LF** of sealant replacement.

CAA



- (5) The perimeter of all window and door frames shall have fill materials removed, the joint cleaned and then resealed, and tooled to a watertight condition. The color of the new sealant shall match the adjacent window or door trim or adjacent mortar joints as closely as possible. This proposal includes **4,300 LF** of window and door perimeter sealant replacement.



- (6) Any stone found to be deteriorated beyond repair shall be removed and a new stone shall be made with its profile matching the existing as closely as possible. New stone shall be set in a fresh bed of mortar. This proposal includes the replacement of **2** stones.
- (7) Areas of spalled, deteriorated or fractured stone shall be removed by square cutting the perimeter of the repair area and chipping away the unsound material to a sound surface. The void shall then be patched with Jahn M70 Restoration Mortar, carved and finished to match the original profile in appearance as closely as possible. The color shall be one of Jahn's standard colors, matching the adjacent surfaces as closely as possible. Patching material shall be applied in strict accordance with manufacturer's specifications. This proposal includes **26 SF** of stone patching. Additional stone patching can be completed on a unit price basis at the rate of **\$219.79** per SF.
- (8) Any stones that have moved out of plumb or are displaced, but still salvageable, shall be carefully removed and reset to its original configuration as closely as possible. This proposal includes the resetting of **8** stones. Additional stones can be reset at a unit price rate of **\$486.96** per stone.
- (9) Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of a transparent, penetrating, siloxane water repellent solution. This material shall be applied in strict accordance with manufacturer's recommendations.

2/11

- (10) Pricing for this proposal is based upon the prevailing wages as established by **Annual Wage Order No.: 28 for Boone County- Building Construction**. Wage scales are subject to change at any time. The applicable wage scale in effect at the time of acceptance will be used for any work performed. Notification will be provided of any pricing changes resulting from updates to the Annual Wage Order.
- (11) Applicable taxes are excluded from the price stated within this proposal.
- (12) **It is the owner's responsibility to provide a Missouri Tax Exemption Certificate Form 5060 (see attached) along with the State of Missouri Tax Exemption Letter, prior to ordering materials or beginning the project.** This form can also be accessed on-line at www.dor.mo.gov/forms. A completed and signed Project Exemption Certificate 5060 shall be forwarded along with the State of Missouri Tax Exemption Letter to Mid-Continental Restoration for their use when ordering materials for the project. **If Form 5060 and the State Tax Letter are not received by MCR prior to ordering materials or beginning the project, applicable tax will be added to the stated contract price.** Should you have any questions or concerns regarding the Project Exemption Certificate, please feel free to contact Lucy Gladbach at (620) 223-3700.
- (13) The **OWNER** shall be responsible for contacting the electrical power company to provide power line protection, rerouting, or deenergize the lines prior to the start of the project. OSHA restricts access to within 3' feet for Insulated lines less than 300 volts, 10' feet for Insulated lines above 300 volts to 50kv. The only exception to the above regulation is the utility company or electrical power system operator must be notified of the need to work closer and the systems operator must deenergize, relocate, or install protective covering to prevent accidental contact with the lines or weather heads.
- (14) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (15) During the construction phase, all precautions shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection, **including full compliance with the OSHA Respirable Crystalline Silica Standard**. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (16) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the jobsite and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/pathogens or other airborne contaminants, that may be present at the jobsite before, during and after Mid-Continental has completed its work pursuant to this contract.
- (17) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

201

**We shall accomplish the above outlined work for the sum of:
THREE HUNDRED NINETY-TWO THOUSAND, ONE HUNDRED FIFTY-SEVEN DOLLARS
\$392,157.00**

*****Any applicable Freight/Shipping Charges have been taken into consideration in the quote
and there is "No Charge: \$0.00" for Freight/Shipping.**

**Due to the current volatility of material pricing, the above price shall only be valid for a period
of thirty days (30) days, after which pricing is subject to change.**

TO ACCEPT THE BASE BID, PLEASE SIGN BELOW

If BASE BID is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
Owner/Owner Representative Dated

By: _____
Contractor Dated

**THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT
"A" ATTACHED.**

**PLEASE SIGN AND RETURN THE COMPLETE PROPOSAL TO THE HOME OFFICE. OUR COMPANY
WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL
OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (620) 223-5052. THE EMAILED OR
FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.**

**THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS
OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE
IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL
RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER,
THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S
REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS
ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE
EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS
FOR REPAIR/REMEDICATION THEREOF.**

AA

EXHIBIT "A"

TERMS & CONDITIONS

LIMITED WARRANTY

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

EXCLUSIONS FROM LIMITED WARRANTY. The following are not covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBB) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1 1/2 % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.

Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance - State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.

AM



CERTIFICATE OF LIABILITY INSURANCE

7/1/2022

DATE (MM/DD/YYYY)
06/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED 1063933 MID-CONTINENTAL RESTORATION COMPANY, INC. 401 E. HUDSON ST. FORT SCOTT KS 86701														

COVERAGES * CERTIFICATE NUMBER: 17639065 REVISION NUMBER: XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		Y	Y	GLO4226895-01	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP/COLL		Y	Y	BAP4226897-01	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF <input checked="" type="checkbox"/> RETENTION \$ 10,000		Y	Y	CUP-1S855225-21-NF (FOLLOW FORM)	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	WC4226896-01 (EXCL MONOPOLISTIC STATES)	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.
 Boone County Courthouse, Exterior Building Repairs, Columbia, MO. TIPS #200201, PO No. 2021000173. MCR#01-21-13859. County of Boone, Missouri is/are additional insured as respects liability coverage and subrogation is waived as respects general liability, automobile liability, excess and/or umbrella for this project as permitted by state. Insurance shown applies only to extent of written contract.

CERTIFICATE HOLDER

CANCELLATION See Attachment

17639065 Boone County Missouri Facilities Maintenance 613 E Ash RM #107 Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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293 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

2022


In the County Commission of said county, on the 5th day of July 20 22
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request that Boone County be able to utilize the City of Columbia contract 30/2020 for grief counseling services with Lawrence, Oliver & Associates, LLC of Columbia, MO.

This is a county-wide Term & Supply contract with HR as the contract administrator.

Done this 5th day of July 2022.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: July 5, 2022
RE: City of Columbia Cooperative Contract: 30/2020 – Counseling Services
(*FE Purchase Agreement C000431*) with Lawrence, Oliver & Associates,
LLC

Angela Wehmeyer, Risk Management Specialist, Human Resources requests that Boone County be able to utilize the City of Columbia contract 30/2020 for grief counseling services with Lawrence, Oliver & Associates, LLC of Columbia, MO.

This is a county-wide Term & Supply contract with HR as the contract administrator.

cc: Contract File
Angela Wehmeyer, HR

**AGREEMENT
FOR
COUNSELING SERVICES
TERM AND SUPPLY**

THIS AGREEMENT, C000431, dated the 5th day of July 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lawrence, Oliver & Associates, 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 a term and supply contract for the furnishing of **Counseling Services** in compliance with all bid specifications and any addendum issued for the City of Columbia, Request for Proposal number **30/2020** as well as Boone County Standard Terms and Conditions and Insurance Requirements. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Proposal number **30/2020** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence on **June 1, 2022 and extend through November 12, 2022**. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's proposal response. This agreement may be extended beyond the expiration date by order of the County 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.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Counseling Services as required in the proposal specifications and in conformity with the contract documents for the firm, fixed prices set forth in the Contractor's RFP response.

	<u>6/1/22-11/12/22</u>	<u>11/13/22-11/12/23</u>	<u>11/13/23-11/12/24</u>	<u>11/13/24-11/12/25</u>
Hourly Rate Non-Emergency	\$82.80/hour	\$85.69/hour	\$88.26/hour	\$91.35
Hourly Rate Emergency	\$108.67/hour	\$112.47/hour	\$116.40/hour	\$120.48
Annual Training For Supervisors	\$1,035.00	\$1,070.00	\$1,110.00	\$1,140.00
500 Wallet Sized Informational Cards	\$62.10	\$64.27	\$66.52	\$68.85
500 Informational Booklets or Pamphlets	\$232.87	\$241.00	\$249.46	\$258.20

4. **Billing and Payment** - All billing shall be invoiced to the Boone County ordering department. This is a County-Wide contract and may be used by any office at the County. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services not included in the proposal response or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt. Contractor agrees to honor any cash or prompt payment discounts offered in its proposal 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:

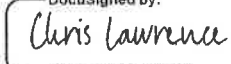
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications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

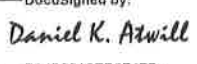
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

LAWRENCE, OLIVER & ASSOCIATES, LLC

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:

 by _____
 CB6D5DBCD3D945A
 title Director

DocuSigned by:


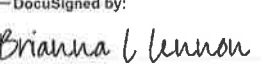
 BA4B934CED8E4EB
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

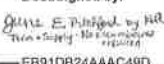

 7DZ4DEAE89D7ADD
 CJ Dykhouse, County Counselor

DocuSigned by:


 D267E242BFB948C
 Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:


 EB91DB24AAAC49D
 Signature

6/27/2022

Date

County-Wide Term & Supply

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another 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 retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves 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 Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
19. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

Updated 10/01/21

Contractor Agency Requirements:

Boone County Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

Compensation Insurance: The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation: Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

Comprehensive General Liability Insurance: The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

The Contractor shall provide the County with proof of General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to the Contractor.

Professional Liability Insurance: The Contractor is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

Commercial Automobile Liability: The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and

expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign immunity, official immunity, or other immunity defense available to County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

294 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

2022

County of Boone

} ea.

In the County Commission of said county, on the 5th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #1 to Contract 122-123115SS - Radio Signal Equipment was approved by Commission for award to TX RX Systems Inc. (a unit of Bird Technologies) on April 28, 2015, Commission Order 188-2015.

Amendment #1 changes the name from TX RX Systems Inc. (a unit of Bird Technologies) to TX RX Systems, Inc. It also adds the Finance Enterprise Contract Number C000071.

This is a Term & Supply sole source contract.

Invoice(s) will be paid from Department 2704 – BOCO Joint Comm Radio OPS, Account 23035 – Repair/Maintenance Supplies (\$25,000 annual budget) and Account 23850 – Untagged Equipment & Tools (\$7,000 annual budget).

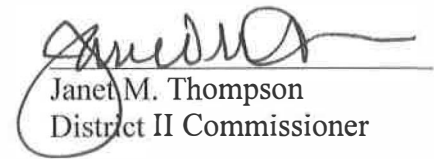
Done this 5th day of July 2022.



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: December 22, 2021
RE: Amendment Number One – 122-123115SS - Radio Signal Equipment

Contract *122-123115SS - Radio Signal Equipment* was approved by commission for award to TX RX Systems Inc. (a unit of Bird Technologies) on April 28, 2015, commission order 188-2015.

Amendment #1 changes the name from TX RX Systems Inc. (a unit of Bird Technologies) to TX RX Systems, Inc. It also adds the Finance Enterprise contract number C000071.

This is a Term & Supply sole source contract. Invoice(s) will be paid from department 2704 – BOCO Joint Comm Radio OPS, account 23035 – Repair/Maintenance Supplies (\$25,000 annual budget) and account 23850 – Untagged Equipment & Tools (\$7,000 annual budget).

cc: Dave Dunford, Chad Martin, Pat Schreiner / Joint Communications
Contract File

07.05.2022

Date: _____

**CONTRACT AMENDMENT NUMBER ONE
RADIO SIGNAL EQUIPMENT
TERM & SUPPLY**

The Purchase Agreement 122-123115SS dated April 28, 2015 made by and between Boone County, Missouri and TX RX Systems Inc. (a unit of Bird Technologies) for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **CHANGE NAME:**

From: TX RX Systems Inc. (a unit of Bird Technologies)

TO: TX RX Systems, Inc.

2. **ADD County FE Contract Number:** C000071

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.

TX RX SYSTEMS INC.

by DocuSigned by:
Wendy Hagen
84BBB30931614BA
CFO
title _____

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...
CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon
D267E242BFB948C...
Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION:

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

DocuSigned by:
June E Pitelinski by J
No Emancipation Required
8C24BD84EE7A483... 6/27/2022 2704-23035, 23850 - Term & Supply
Signature Date Appropriation Account

295 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

July Session of the July Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the 5th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of Contract RP07-20 for Record & Playback Systems to Nelson Systems of Springfield, Illinois.

Done this 5th day of July 2022.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: June 27, 2022
RE: Cooperative Contract RP07-20 – Record & Playback Systems with Nelson Systems, Inc. for the Eventide NexLog Call Recorder Software Subscription for the Boone County Information Technology Department

Purchasing requests permission to use contract RP07-20 for Record & Playback Systems with Nelson Systems, Inc. of Springfield, Illinois for the Eventide NexLog Call Recorder Software Subscription for the Boone County Information Technology Department. The contract provides an annual subscription for Eventide NexLog Call Recorder services used by the Boone County Emergency Communication Center under the administration of the Boone County Information Technology Department.

The contract period runs July 01, 2022 through June 30, 2023.

Payment will reference Department/Object codes 2708 – 911/Emergency IT Hardware & Software/60051 – IT Equipment Service Contract: \$51,362.52; and 2708 – 911/Emergency IT Hardware & Software/70050 – Software Service Contract: \$15,341.25.

/lp

c: Contract File

**PURCHASE AGREEMENT FOR
RECORD & PLAYBACK SYSTEMS**

THIS AGREEMENT dated the 5th day of July 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Nelson Systems, 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 a contract for the furnishing of **Record and Playback Systems** in compliance with all bid specifications and any addenda issued for the HGACBuy cooperative purchasing program, contract **RP07-20**, the Nelson Systems quote dated **June 8, 2022 (Attachment One)** as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the 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, this Purchase Agreement and the HGACBuy contract number **RP07-20** shall prevail and control over the contractor's bid response. Note: The Finance Enterprise contract number is **C000438**.
2. **Purchase** - The County agrees to purchase from the contractor and the contractor agrees to provide the County with Annual Maintenance on the Eventide NexLog Call Recorder for July 01, 2022 through June 30, 2023 for the total firm price of \$66,703.77.

Annual Maintenance, 12 Month Service 8-5/Monday-Friday, 07/01/2022 through 06/30/2023	
Primary Site	
Description	Annual Price
Recorder A Serial #845100105	\$7,310.45
Software Update Subscription	\$2,551.05
<i>Subtotal</i>	<i>\$9,861.50</i>
Recorder B Serial # 845100104	\$7,310.45
Software Update Subscription	\$2,551.05
<i>Subtotal</i>	<i>\$9,861.50</i>
Recorder C Serial # 845100103 Radio Rm	\$8,430.91
Software Update Subscription	\$2,132.10
<i>Subtotal</i>	<i>\$10,563.01</i>

Annual Maintenance, 12 Month Service 8-5/Monday-Friday, 07/01/2022 through 06/30/2023	
Primary Site Screen Capture	
Description	Annual Price
Recorder A Serial #745100498	\$2,558.92
Software Update Subscription	\$ 636.45
<i>Subtotal</i>	<i>\$3,195.37</i>
Recorder B Serial #745100500	\$2,310.03
Software Update Subscription	\$ 576.45
<i>Subtotal</i>	<i>\$2,886.48</i>
Recorder C Serial # 745100506	\$2,310.03
Software Update Subscription	\$ 576.45
<i>Subtotal</i>	<i>\$2,886.48</i>

Annual Maintenance, 12 Month Service 8-5/Monday-Friday, 07/01/2022 through 06/30/2023	
Secondary Site	
Description	Annual Price
Recorder A Serial #845100100	\$10,721.42
Software Update Subscription	\$ 3,158.85
<i>Subtotal</i>	<i>\$13,880.27</i>
Recorder B Serial #845100101	\$10,410.31
Software Update Subscription	\$ 3,158.85
<i>Subtotal</i>	<i>\$13,880.27</i>

GRAND TOTAL: \$66,703.77

3. **Contract Duration** - This agreement shall commence on **July 01, 2022 and extend through June 30, 2023.**

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the contractor's quote. The County agrees to pay all invoices within thirty days of receipt. The contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the 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.

NELSON SYSTEMS

By 
DocuSigned by:
5C4F783029024FB...

Title CONTRACT SPECIALIST

BOONE COUNTY, MISSOURI

By: Boone County Commission


DocuSigned by:
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
A. Johnson
County Counselor

DocuSigned by:
Brianna L. Lennon
County Clerk

AUDITOR CERTIFICATION

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

2708/60051: \$51,362.52
2708/70050: \$15,341.25

DocuSigned by:
John E. Akhbar by BM
Signature Date Appropriation Accounts

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another 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 retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves 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 Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
19. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

Updated 10/01/21

296 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

22m. 20

In the County Commission of said county, on the 5th day of July 20 22
the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve a request to temporarily change the budgeted hour allocation of positions 942, 943, 944, and 945, which are currently vacant Emergency Telecommunicator positions. The positions will be lowered to 1250 hours and will not be eligible for County benefits. The Department anticipates requesting additional part-time positions in its 2023 budget, at which time these positions will be returned to full-time benefited positions.


Done this 5th day of July 2022.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

297 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

22m. 20

In the County Commission of said county, on the 5th day of July 20 22

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

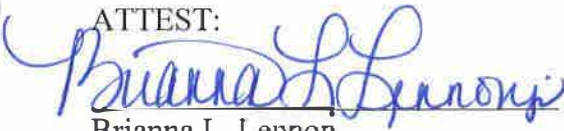
Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 2040 for the purchase of two motor graders that were un-proposed in the supplemental request due to timing issues.

Done this 5th day of July 2022.



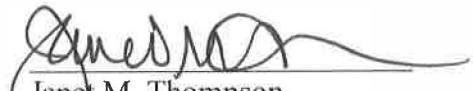
Daniel K. Atwill
Presiding Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET AMENDMENT**

RECEIVED

EFFECTIVE DATE

JUN 08 2022

FOR AUDITORS USE

BOONE COUNTY
AUDITOR

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2040	92300	R&B Road Maintenance	Replacement Mach & Equ		611,000
2040	3942	R&B Road Maintenance	Trade-In Allowance		145,000
				756,000	

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

For purchase of two motor grades that were unproposed in the supplemental request due to timing issues.



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: establish budget for motor graders

Agenda

BCI


Auditor's Office
PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER



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



Martin Equipment
 106 Industrial Dr.
 Ashland, MO 65010
(573) 657-2154

Quote Issued To : BOONE COUNTY HIGHWAY DEPARTMENT

5551 S TOM BASS RD
 COLUMBIA , MO , 65201
 573-449-8515

QUOTATION

Quote # : 5005744
Issue Date : 10/26/2021
Expire Date : 11/10/2021
Est Delivery : 1/9/2022
FOB :

Quote Issued By : Cannon, Rowdy

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	Sale Price
	2022	JD	672G	(TBD)	0	305,500.00
672G MOTOR GRADER with 6WD John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions Engine Exhaust W/ Chrome Stack (FT4 or Stage V only) Standard Fuel & Water Filtration No Quick Service Group Engine Block Heater Ether Starting Aid Standard Antler Rack Hydraulic Controls Low Cab w/ Fixed Lower Front and Side Windows Rear Camera (R4) Heated Exterior Mounted Rearview Mirrors Premium AM/FM Radio with Bluetooth, Aux and Weather Band (WB). Lower Front Intermittent Wiper & Washer Premium Heated, Leather/Fabric, High-Wide Back, Air Suspension Seat with Armrests Air Conditioner Refrigerant Charged Rear Retractable Sun Shade Hydraul Hydraulic Pump Disconnect JDLink 14 Ft. x 27 In. x 1 In. (4.27M x 686mm x 25mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 5/8 In. (16mm) Hardware Single Input Gearbox with Slip Clutch Dual 100 Amp Alternators (200 Amp total) Deluxe Grading Lights (18 Halogen Lights) 24-to-12 Volt Converter (30 amps peak / 25 amps continuous) Right Side Engine Compartment Work Light Beacon with Flip Down Cab Beacon Bracket (LH) Front Scarifier Rear Hitch and Pin 5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher Slow Moving Vehicle (SMV) Sign Autoshift Transmission Transmission Solenoid Valve Guard English Manual W/ English Labels & Decals						
Total:						305,500.00

Notes

INCLUDED IN PRICE:
3YR/4000HR COMPREHENSIVE 7YR/7500HR PT/HYD WARRANTY
STINGER BOARDS AND TEETH
FIRST 500HR SERVICE
RIGHT HAND BLADE CONTROL
EXTRA CAB LIGHTS

TRADE - IN
2015 JOHN DEERE 672G SERIAL 670332 TRADE ALLOWANCE \$70,000.00
2016 JOHN DEERE 672G SERIAL 674887 TRADE ALLOWANCE \$75,000.00

QUOTE SUMMARY

Total Sale Price :	305,500.00
Less Trade Allowance :	0.00
Additional Taxable Items :	0.00
<hr/>	
Subtotal:	305,500.00
Sales Tax :	0.00
Additional Nontaxable Items :	0.00
<hr/>	
Total :	305,500.00

Acceptance Signature: _____ **Date:** _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.

Bradley McNear

From: Greg Edington
Sent: Tuesday, June 7, 2022 9:44 AM
To: Bradley McNear
Subject: FW: 672G QUOTE
Attachments: QUOTE-2021-10-26_15-08-58.pdf

Bradley,

The attached quote is from Martin Equipment. They quoted the price per motor grader (\$305,500) but listed two trade-ins. Motor grader 1 would be 305,500 minus 70,000 trade for a total of \$235,500 and motor grader 2 would be 305,500 minus 75,000 for a total of \$230,500. The net purchase price for both would total \$466,000.

Thank you,

Greg

From: Greg Edington
Sent: Thursday, May 26, 2022 12:55 PM
To: Robert Wilson <RWilson@boonecountymo.org>
Subject: FW: 672G QUOTE

FYI

From: Rowdy Cannon <rcannon@meoi.com>
Sent: Tuesday, October 26, 2021 3:12 PM
To: Greg Edington <GEdington@boonecountymo.org>
Subject: 672G QUOTE

[External Source] Take caution! This communication originated outside of **boonecountymo.org**. DO NOT CLICK links or attachments unless they are familiar to you and you feel the content is safe. DO NOT SHARE information with unfamiliar senders.

Greg here's the updated quote on the 672g. if you need two separate quotes one for each grader let me know.
Thanks

Rowdy Cannon
Sales Territory Manager
Martin Equipment | 106 Industrial Drive | Ashland, Mo 65010
Office: 573-657-2154
Mobile: 573-826-1114
Fax: 573-657-1012
Email: rcannon@meoi.com

www.martinequipment.com

SUPSCR BOONE

Supplemental Budget Requests

ADBRADLE

09:52:24

View Only

6/07/22

Year, 2022 Department, 2040 R&B ROAD MAINTENANCE

<u>Requst</u>	<u>Description</u>	<u>Qty</u>	<u>Amount</u>
<u>Account</u>			
10	TRADE-IN	2	70,000
	Account, 3942 TRADE-IN ALLOWNCE ON Total		140,000
	Ongoing, N *LOCKED*	Propsd	140,000
10	MOTOR GRADER	2	315,000
	Account, 92300 REPLCMENT MACH & EQU Total		630,000
	Ongoing, N *LOCKED* *NOTES* Request 10	Total	490,000
20	SALE OF BOOM MOWER TRACTORS	2	30,000
	Account, 3835 SALE OF CAPITAL FIXE Total		60,000
	Ongoing, N *PROPOSED* *LOCKED*	Propsd	60,000
20	BOOM MOWER TRACTORS	1	165,200
	Account, 92300 REPLCMENT MACH & EQU Total		165,200
	Ongoing, N *PROPOSED* *LOCKED* *NOTES*	Propsd	165,200
20	MOWERMAX	1	187,750
	Account, 92300 REPLCMENT MACH & EQU Total		187,750
	Ongoing, N *PROPOSED* *LOCKED* *NOTES* Request 20	Total	292,950
			More...
		Total,	1,635,480

F3=Exit F10=Notes F12=Return

2018 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned


22m. 20

In the County Commission of said county, on the 5th day of July 20 22

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

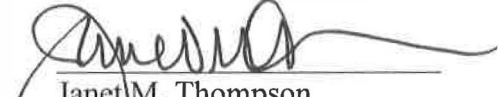
Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 2702 for five new siren installations this budget year. This request covers the needed site preparation, possible land surveys, equipment and installation. Future edits of the siren plan will be included in the FY23 budget and beyond.

Done this 5th day of July 2022.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

6/7/2022

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Dept	Account	Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2702	91300	Emergency Management	Machinery & Equipment		150,000
2702	60200	Emergency Management	Equip Repairs/Maintenance		12,500
2702	71100	Emergency Management	Outsourced Services		10,000
					<u>172,500</u>

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

The Commission has requested an increase of five new siren installations this budget year. This request covers the needed site preparation, possible land surveys, equipment, and installation. Future edits of the siren plan will be included in the FY23 budget and beyond.

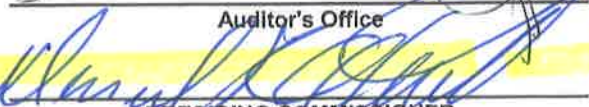


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A fund-solvency schedule is attached.
- Comments: 2702 Core Class 9, 6, 7


Agenda
 Auditor

3


Auditor's Office
PRESIDING COMMISSIONER




DISTRICT I COMMISSIONER



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



FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well being.

2645 Federal Signal Drive
 University Park, Illinois 60484-0975
 800.548.7229
 alertnotification.com

Contact Name: Della Luster
 Customer: Boone County Emergency Mgmt.
 Address: 609 E. Walnut
 City: Columbia
 State: MO
 Zip: 65201
 Phone: 573-554-7907
 Cell: *
 Fax: *
 Email: dluster@boonecountymo.org

**Quotation No.: ANS
 622211658**
**Please reference quote
 no. on your order**
 Date Quoted: 6/22/21

Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Electro-Mechanical Siren Equipment					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 7,770.84	\$ 7,770.84
2	1	DCFCT8DU	DIGITAL CONTROLLER, UHF BAND	\$ 6,807.75	\$ 6,807.75
3	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	\$ 1,914.00	\$ 1,914.00
4	1	OMNI-16	ANTENNA, 460-470MHZ UHF	\$ 349.74	\$ 349.74
5	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 117.45	\$ 117.45
				Total Equipment	\$ 16,959.78

Shipping					
		ES-FREIGHT	Shipping Fees		\$ -
Services					
6	1	TK-I-2001ADC	2001 AC-DC Standard Installation 4 Standard Batteries Site Optimization 50' Class 2 Wood Pole	\$ 6,200.00	\$ 6,200.00
7	1	TK-S-CPSYSOP-CU	System Optimization of 1 Activation-Control Pt, CUSTOM	\$ 560.00	\$ 560.00
				Total Services	\$ 6,760.00

Total of Project \$ 23,719.78

Options					
8	1	BV-TRAFFIC	Traffic Control, if required	\$ 750.00	\$ 750.00
9	1	BV-Permit	Cost associated with electrical inspections / permits, if required	\$ 1,250.00	\$ 1,250.00
10	1	TK-IO-CUSREMOV	Removal Services, Custom	\$ 840.00	\$ 840.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation is ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates

Delivery: 10-12 weeks
Freight Terms: FOB University Park
Terms:
 Equipment, Net 90 Days upon receipt
 Services, Net 30 Days as completed,
 billed monthly. Net 30 will not be held
 for installations.

Brian Cates

 Signature

Title: General Manager

Fund Statement - 911/Emergency Management Sales Tax 270 (Major Fund)

	2020 Actual	2021 Budget	2021 Estimated	2022 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	10,838,095	10,583,000	11,922,000	12,160,000
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	114,779	120,510	121,000	135,958
Charges for Services	117	300	4	-
Fines and Forfeitures	-	-	-	-
Interest	358,545	340,000	188,130	340,000
Hospital Lease	-	-	-	-
Other	939,440	16,800	1,250	17,250
Total Revenues	12,250,976	11,060,610	12,232,384	12,653,208
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	111	-	-	-
Total Other Financing Sources	111	-	-	-
Fund Balance Used for Operations	-	-	-	2,773,207
TOTAL FINANCIAL SOURCES	\$ 12,251,087	11,060,610	12,232,384	15,426,415
FINANCIAL USES:				
Expenditures				
Personal Services	\$ 4,062,718	4,537,413	3,570,609	5,441,601
Materials & Supplies	350,590	240,272	190,119	235,666
Dues Travel & Training	53,387	100,570	55,170	114,154
Utilities	369,217	361,798	327,719	395,781
Vehicle Expense	11,362	14,595	5,430	13,848
Equip & Bldg Maintenance	348,671	372,368	336,973	418,788
Contractual Services	811,835	845,225	819,741	974,280
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	100,000	-	100,000
Other	736,054	1,223,592	578,628	1,574,335
Fixed Asset Additions	1,447,474	2,043,673	986,697	5,290,000
Total Expenditures	8,191,308	9,839,506	6,871,086	14,558,453
Other Financing Uses				
Transfer Out to other funds	869,287	872,737	872,737	867,962
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	869,287	872,737	872,737	867,962
TOTAL FINANCIAL USES	\$ 9,060,595	10,712,243	7,743,823	15,426,415
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 15,345,287	18,739,180	18,739,180	22,755,943
Less encumbrances, beginning of year	(268,397)	(471,798)	(471,798)	-
Add encumbrances, end of year	471,798	-	-	-
Fund Balance Increase (Decrease) resulting from operations	3,190,492	348,367	4,488,561	(2,773,207)
FUND BALANCE (GAAP), end of year	18,739,180	18,615,749	22,755,943	19,982,736
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	(10,300,000)	(10,300,000)	(10,300,000)	(10,300,000)
NET FUND BALANCE, end of year	\$ 8,439,180	8,315,749	12,455,943	9,682,736
Net Fund Balance as a percent of expenditures	103.03%	84.51%	181.28%	66.51%

299 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20

In the County Commission of said county, on the 5th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 6200 to cover the increase in the cost for intercom replacement for the jail and JJC.

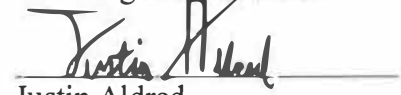
Done this 5th day of July 2022.

ATTEST:

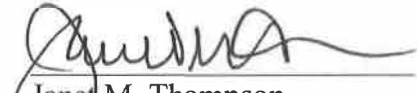

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Jacob Flowers

From: June Pitchford
Sent: Tuesday, June 21, 2022 11:52 AM
To: Jacob Flowers
Subject: Re: Budget Amendment - 6200
Attachments: 6200 Budget Amendment.pdf

Approved. Thanks.
Sent from my iPhone

On Jun 21, 2022, at 10:47 AM, Jacob Flowers <JFlowers@boonecountymo.org> wrote:

An option to install a Harding system was added to the total amount. Here are the updated amounts.

From: Jacob Flowers
Sent: Tuesday, June 21, 2022 11:27 AM
To: June Pitchford <JPitchford@boonecountymo.org>
Subject: Budget Amendment - 6200

June,

Here is the budget amendment you requested to increase the amount budgeted for the intercom system for an amount of \$147,735. I will get it put on the agenda asap. Can you please respond to this email with your approval for this. Thanks

Jacob Flowers
Accountant II
Boone County Auditor's Office
801 E. Walnut, Room 304
Columbia, MO 65201-7729
Tel: 573-886-8347
Email: jflowers@boonecountymo.org<mailto:jflowers@boonecountymo.org>
www.boonecountymo.org/auditor<http://www.boonecountymo.org/auditor>

Fund Statement - Capital Repair and Replacement Fund 620 (Internal Service Fund)

	2020 Actual	2021 Budget	2021 Estimated	2022 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	261,603	265,746	265,746	265,745
Fines and Forfeitures	-	-	-	-
Interest	25,149	18,925	12,785	18,925
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	<u>286,752</u>	<u>284,671</u>	<u>278,531</u>	<u>284,670</u>
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance Used for Operations	-	-	-	949,600
TOTAL FINANCIAL SOURCES	\$ 286,752	284,671	278,531	1,234,270
FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	45,577
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	69,465	104,800	37,800	1,188,693
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	(1,750)	-	-	-
Fixed Asset Additions	-	-	-	-
Total Expenditures	<u>67,715</u>	<u>104,800</u>	<u>37,800</u>	<u>1,234,270</u>
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL FINANCIAL USES	\$ 67,715	104,800	37,800	1,234,270
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 1,237,837	1,458,984	1,458,984	1,651,405
Less encumbrances, beginning of year	(46,200)	(48,310)	(48,310)	-
Add encumbrances, end of year	48,310	-	-	-
Proprietary adjustment to full accrual	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	219,037	179,871	240,731	(949,600)
FUND BALANCE (GAAP), end of year	<u>1,458,984</u>	<u>1,590,545</u>	<u>1,651,405</u>	<u>701,805</u>
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year				
NET FUND BALANCE, end of year	\$ 1,458,984	1,590,545	1,651,405	701,805
Net Fund Balance as a percent of expenditures	2154.59%	1517.70%	4368.80%	56.86%



Corsair Controls, Inc.
190 Woodcrest Drive, Highland, IL 62249
618-654-8322
www.corsaircontrols.com

Experience – Quality – Integrity

~~March 8th, 2022~~
***REVISED - April 29th, 2022**

Mr. Robert Wilson
Boone County Purchasing
613 E. Ash Street, Rm. 109
Columbia, MO 65201

Re: ***REVISED** - Boone County Juvenile Justice Center Intercom Replacement

Robert,

Thank you for allowing Corsair Controls Inc (CCI) to present our formal quote for replacement of the current Intercom system at the Robert L Perry Juvenile Justice Center. Our scope of work addresses the Boone County RFP# 03-01MAR22 for the replacement of the existing Intercom system which is becoming unreliable, and that parts and materials are no longer readily available for, as well as alternates requested for specific intercom expansion. We also include alternates available that address the requests regarding integration with the door locking system and a new video system.

Our proposal utilizes a modern digital intercom system from Harding Instruments. Harding is a leading designer, manufacturer, and supplier of robust intercom systems for correctional and high security communication facilities. Harding Instruments is registered to the ISO9001 quality standard, and their *MicroComm DXL* digital intercom systems are specifically designed to meet the rigorous demands of correctional, industrial, and high security applications. *MicroComm* digital technology provides a high level of performance and a large feature set at a competitive price. CCI is a qualified Harding supplier and installer.

Our Quote includes a comprehensive solution for the base intercom system as described in your RFP. The base intercom bid will include new electronics, new intercom stations and intercom speakers, onsite training, and all onsite installation and testing. Existing wiring will be utilized wherever possible. Our system is not designed or intended to integrate with standard telephone systems. Alternate options are priced separately and would be an additional cost to the base intercom bid.

The project can commence with orders for hardware as soon as a P.O. is issued. CCI will begin preinstallation setup and testing in our offices as soon as hardware is shipped and available. Actual onsite times will vary, based on the availability of hardware and parts from vendors which is currently variable considering component shortages and shipping challenges being experienced throughout the electronic and high tech industries. Generally, an onsite installation start time of 60 to 90 days after first product orders is possible, but this not a guaranteed time frame. Once the project commences onsite, the time to completion will be commensurate with the complexity of the project. In the case of the Juvenile facility, time to completion from onsite start date would be approximately thirty (30) days.

*This revision keeps options 1, 2, 3, and 7 as requested, includes a summary total for the base system and those options combined for your convenience, and strikes options 4, 5, 6, and 8.

For the base intercom, Corsair will provide the following materials and services:

- Corsair's "Parts & Smarts" Services (See Attachment I)
- Two (2) Harding IMS-641-1 VoIP telephone Master Stations.
- Harding System 400 Digital Communication Controller (DCC) with Audio Level Alarm (ALA) capability.
- Two (2) Harding Digital Communication Expanders (DCE), one with Audio Level Alarm (ALA), and one standard.
- Harding Talk Back Expander (TBE) for paging zones.
- Harding Quick Connect wiring termination boards.
- Harding cabling for all components above.
- 54 Harding ICE-490-CUS-167 intercom stations with call buttons.
- 22 Quam 8" ceiling speakers with Harding IEB-400-21 intercom interface PCB's and vandal resistant grill
- 9 Quam 8" ceiling speakers and vandal resistant grills for TBE paging areas in Unit B and the Multi-Purpose area.
- Harding Microcomm DXL Software.
- Addition of Audible Threshold feature in rooms 206, 212, and 213.
- All system programming, setup, and installation.
- Documentation.
- One half day of onsite training for facility's staff. This will include operational training for the system as well as basic skills to solve operational problems should they occur.
- Corsair's standard, one year warranty coverage (See Attachment II) which commences at substantial completion, and the second year hardware warranty supplied by Harding

Instruments (See Attachment III) which commences when the product is delivered will be supplied. A seven year maintenance period is not included in our base bid. Extended warranties are available from both CCI and Harding and can be quoted upon request.

Corsair References:

- Boone County Jail
 - Jenny Atwell, Captain
ph: 573-875-1111 xt. 6243, email: jatwell@boonecountymo.org
2121 County Drive, Columbia, MO 65202
 - Adult detention center with door control, and intercom installations.
- St Louis County Juvenile
 - Kellie Landaker, Director
ph: 314-615-2993, email: kellie.landaker@courts.mo.gov
1015 S Central Ave, Clayton, MO 63105
 - Juvenile detention center with door control, intercom, and video installations.
- Madison County Jail
 - Kurt Geschwend, Facilities Maintenance Manager
ph: 618-296-5245, email: kmgeschwend@co.madison.il.us
157 North Main St, Ste 57, Edwardsville, IL 62025
 - Adult detention center with door control, intercom, and watch-tour installations.
- Madison County Juvenile Detention Center
 - John Volkmar, Superintendent
ph: 618-692-1002, email: jpvolkmar@co.madison.il.us
157 North Main St, Ste 57, Edwardsville, IL 62025
 - Adult detention center with intercom installation.
- St Charles County Jail
 - Chris Terbrock, Facilities Maintenance Manager
ph: 636-949-3034 xt. 1810, email: cwterbrock@sccmo.org
300 North Second Street, Ste 101, St. Charles, MO 63301
 - Adult detention center with door control, intercom, and video installations.
- Shelby County Jail
 - Louie Koch, Sheriff
ph: 317-392-5114, email: louie.koch@co.shelby.in.us
107 West Taylor Street, Shelbyville, IN 46176
 - Adult detention center with door control, and intercom installations.

➤ **Bid for Base Intercom System:**

The Quote for the base intercom replacement shall be \$79,080.93
(Seventy-Nine Thousand Eighty, and 93/100 dollars)

System Options:

Option One (1): Touchscreen HMI Integration

This option will add the computing hardware, software, and development to deliver a system that fully integrates with a touchscreen Human Machine Interface (HMI) system. The software utilized will be newly licensed versions of the CorsairHMI (not affiliated with Corsair Controls Inc) system that the facility has been using so that very little training or learning curve will be necessary. This option would address the touchscreen integration discussed by the county and facilities personnel during the RFP walkthrough. The option would include:

- One (1) Advantech Industrial PC for the Harding system Interface to the PLC and HMI systems.
- Two (2) Advantech Industrial PC's with Windows 10 operating systems for HMI client stations.
- New 16 port MOXA Ethernet switch.
- New CorsairHMI versions and licenses for new client systems.
- All system programming, setup, and installation.

The Additional Cost for Option One (1) shall be \$22,260.61
(Twenty Two Thousand Two Hundred Sixty, and 61/100 dollars)

Option Two (2): Additional Intercom Stations

This option will add two additional intercom stations in the Admissions Lobby and in the Admissions Interview Room. The option will include:

- 2 Harding intercom stations with call buttons.

- Wiring and installation, including the wire pull from the security room needed.
- Installation and Testing.

The Additional Cost for Option Two (2) shall be \$3,351.61
(Three Thousand Three Hundred Fifty-One, and 61/100 dollars)

Option Three (3): Additional Intercom Master Station

This option will add one additional intercom Master Station in the superintendent's office.

- 1 Harding IMS-641-1 VoIP telephone Master Station.
- Wiring and installation, including the ethernet wire pull from the ethernet switch in the security room.
- Master Station programming, installation, and testing.

The Additional Cost for Option Three (3) shall be \$2,379.35
(Two Thousand Three Hundred Seventy-Nine, and 35/100 dollars)

Option Four (4): Intercom Spares

This option will supply critical path spares for ongoing maintenance and support of the intercom system as designed herein. The option will include:

- 1 Harding IMS-641-1 VoIP telephone Master Station.
- 2 Harding SRK-400-2 intercom station repair kits.
- 2 Harding IEB-400-21 intercom interface PCB's for use with Quam speaker intercoms.
- 2 Quam 8" intercom speakers.

The Additional Cost for Option Four (4) shall be \$1,759.60
(One Thousand Seven Hundred Fifty Nine, and 60/100 dollars)

Option Five (5): PLC upgrade

This option will supply an upgrade to the current PLC based door control system, which was recently upgraded in 2021. This upgrade will bring the remaining parts of the PLC to the latest technology standards and enable longer service life. The upgrade is designed to keep the PLC processor, power supplies, backplanes, and all I/O cabling intact while upgrading all the I/O modules. The option will include:

- ~~4 Emerson RX3i IC694MDL655 24V, 32 point input modules.~~
- ~~4 Emerson RX3i IC694MDL753 24V, 32 point output modules.~~
- ~~2 Emerson RX3i IC694MDL340 120V, 16 point output modules.~~

**~~The Additional Cost for Option Five (5) shall be \$5,761.50
(Five Thousand Seven Hundred Sixty One, and 50/100 dollars)~~**

Option Six (6): PLC Spares

This option will supply critical path spares for ongoing maintenance and support of the PLC system I/O modules. The option will include:

- ~~1 Emerson RX3i IC694MDL655 24V, 32 point input modules.~~
- ~~1 Emerson RX3i IC694MDL753 24V, 32 point output modules.~~
- ~~1 Emerson RX3i IC694MDL340 120V, 16 point output modules.~~

**~~The Additional Cost for Option Six (6) shall be \$1,922.00
(One Thousand Nine Hundred Twenty Two, and 00/100 dollars)~~**

Option Seven (7): Secure Remote Service Capability

This option will supply the hardware, software, and setup to enable remote connection to the facility’s control systems for ease of maintenance and to greatly improve the time needed for diagnostics and repairs. The option will require access to the County’s IT network to enable an internet connection to a Gate Manager security server for secure access (If this is not allowed, there are other connection methods available with varying levels of secure connections). For this option there will also be annual service and communication charges that will apply. The option will include:

- 1 Secomea 1529 site manager appliance.
- All setup, programming, testing, and security verification of remote solution.

**~~The Additional Cost for Option Seven (7) shall be \$5,431.56
(Five Thousand Four Hundred Thirty-Two, and 56/100 dollars)~~**

~~Option Eight (8): Camera and NVR System Upgrades~~

~~An option for an integrated video system including the hardware, software, and setup to enable a Genetec IP camera system with recording capabilities can be made available in a separate quote. If the county would like to move forward with a complete quote, Corsair can provide the onsite discovery, design, and include the following options:~~

- ~~• New IP cameras, wiring, ethernet cabling, and video head end hardware.~~
- ~~• New PC based video client systems and monitoring stations.~~
- ~~• Genetec Video Management System (VMS) Software.~~
- ~~• All setup, programming, and testing.~~

***Total for base system and options 1,2,3, and 7**

Total for Base System and Requested Options shall be \$112,504.06

(One Hundred Twelve Thousand Five Hundred Four, and 06/100 dollars)

Exclusions

- Sales or Use Taxes

Purchasing Notes:

The estimated pricing in this proposal is valid for 60 days. Please note that due to volatility in hardware pricing currently being experienced, the pricing in this document is based on the latest information available from suppliers. CCI will not be held responsible for unforeseen changes to pricing or availability that is outside of our control

Corsair will provide a detailed schedule of values for a project upon acceptance of an officially quoted bid. Corsair shall prepare monthly invoices based upon the Schedule of Values and the percentage of materials purchased and tasks completed. Payments are due thirty days from date of invoice.

This Project is estimated at regular rates and times, on regular business days; Monday – Friday. Please check with our office if non-standard days, hours, or holidays are desired. When available, they may be at a premium rate, above the quoted rates for this Project.

Corsair Controls shall supply a Certificate of Insurance for our regularly insured amounts. Higher limits can be provided if required. Contractor shall reimburse Corsair for the cost of providing any higher limits.

Please call if you have any questions.
Sincerely,

Alan Thuenemann



Corsair's "Parts & Smarts" Service

Corsair Controls Inc. (CCI) is a control systems integrator that provides innovative solutions including system design, programming, panel fabrication, installation, and startup services to a variety of industries. We regularly serve the manufacturing, mining, water & wastewater treatment, and corrections industries. The systems we provide usually incorporate a programmable logic controller (PLC) as well as Human Machine Interfaces (HMI) control the application. CCI has been building, installing, and maintaining control systems for over 35 years and has deep knowledge and experience with access control, intercom infrastructures, and process automation. We offer our clients system design consulting, project management, programming, control panel design and fabrication, installation supervision and complete electronic documentation on every project.

CCI's "Parts & Smarts" service is our methodology and process for building customer solutions. Our "Parts" services allow us to procure and supply the necessary materials - from PLC systems to enclosures, PLC and wiring hardware, and computer systems for HMI user interfaces - that are the right fit for the customer's objectives. "Smarts" refers to Corsair's unique methods and abilities to design, program and implement a solution with direct coordination of other contractors and service providers involved in a project. We work in an end-to-end fashion with general contractors, electrical, plumbing, alarm, industrial, civil, and other various engineering and contracting firms, continually consulting with them, and directing them to achieve the best results for the overall project. CCI utilizes this consultative and flexible approach to allow the end user to be assured that their project will be delivered correctly, on time, and with the highest possible ROI.

We welcome your questions and invite you to contact us if you would like any further details. Our talented and dedicated staff is ready to help you reach your control system and integrations needs... Your success is our success!

Corsair Controls, Inc.
190 Woodcrest Drive, Highland, IL 62249
618-654-8322

Corsair Controls Inc Standard Warranty Terms & Conditions

Corsair Controls, Inc. (CCI) with a principal place of business at 190 Woodcrest Drive, Highland, IL 62249-1266, does hereby offer the following warranty terms and conditions for the hardware, systems, appurtenances, and installation services it provides. CCI's warranty covers defects and failures in hardware and services provided. This warranty will be in force for one (1) year from the date of substantial completion, the date of final invoice for the project, or a date agreed upon by both CCI and the project owner, in writing and attached to this warranty statement. CCI agrees to perform the services described herein and shall perform per the descriptions in this warranty statement. This warranty statement constitutes the entire warranty, and all the warranty Terms and Conditions (T's & C's) offered. No other warranties are implied, offered or guaranteed. Any representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect under this warranty.

CCI's warranty does not replace or supersede any manufacturer's warranty or warranty T's & C's offered by any specific manufacturer. CCI shall warrant their use and installation of said goods and will in good faith service these products within the extent of this warranty. Any warranty claims made on these items outside of the CCI warranty T's & C's will be solely the responsibility of the product owner.

CCI Warranty Covers the Following

The following products and components shall be covered by this warranty when they are supplied as part of an overall project by CCI:

- All components interior to installed control cabinets including but not limited to:
 - PLC's and PLC associated devices
 - I/O and Ethernet devices and cables
 - Power supplies and surge suppressors
 - Point to point wiring internal to the control panel
 - Miscellaneous commodity items such as fuse holders, fuses, terminal blocks, breakers, and hardware used during servicing
 - Network devices used such as switches, routers, and media converters
 - Panel switches and controls
 - Computers and associated peripherals used as part of the installation
 - Monitors used with the system
 - Uninterruptible Power Systems (UPS) directly connected to devices within the control system
- Any failures or defects related directly to CCI's workmanship or designs that have direct effect on product performance within the warranty period.

The following items are *not* covered under this warranty and the warranty does not extend to any of the following:

- Cabinets, desks, doorways, hatches, conduit, and wireways.
- Any plant wiring external to, or that enters a control cabinet from an external source or location.
- Facility power including any switches, sockets, cables, wiring, Uninterruptible Power Systems, batteries, or fuses associated.
- Any network cables or devices external to cabinets.
- Any devices, equipment, instrumentation, motors, doors, door locks, IT or networking equipment, or any other electronics or hardware not directly associated with the system or not installed under services invoiced by CCI.
- Any damage or failure caused by excessive heat or cold not in accordance with manufacturer's specifications; damage caused by abuse or mishandling; biologic, radiologic, or excessive environmental contamination; vandalism; civil disobedience or unrest; war; nuclear fallout; police actions; malicious intent.
- Any software, operating system or application updates or modifications other than those required as bug or performance fixes under any original application warranty of performance.

Warranty services provided

CCI will respond in a reasonable time by phone for triage and/or troubleshooting to any service request properly logged by owner per guidelines herein. CCI will respond on site within seventy-two (72) hours or as business conditions allow, and/or materials for repair are available, after initial triage and troubleshooting are performed and if onsite services are deemed necessary. These response times will be available during CCI's normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. US Central Standard Time (CST), excluding CCI's company defined holidays. Any service requested or required outside of CCI's normal business hours as described will be subject to CCI's current Time and Material (T&M) rates.

CCI will provide labor both off-site and on-site as required, for any failure of warranted products when they are used in accordance with their specification and intended day-to-day purpose. CCI will repair or replace at their discretion, items covered under the warranty that are deemed defective, ensure that they are properly tested, and owner's service and/or process restored. Materials required for repairs will be supplied by the CCI free of charge within the warranty period. CCI will supply means of incident logging, tracking, and reporting and commits to proper logging, triage, and troubleshooting needed to effect timely and correct repairs. CCI will supply any tools, test equipment, required instruments, diagnostics, or software needed to effect repairs. CCI will order and supply parts and materials as needed. If contractor utilizes owner's spares, they will replace spares as needed either under warranty. CCI's employees and agents will commit to consistently act in a professional and respectful manner in all customer interactions whether remotely or onsite, and abide by any security, escort or other facility rules while engaged in service work. CCI's employees and agents will commit to be engaged with the owner free of any drugs, alcohol, or other chemical impairments. CCI commits to having the proper knowledge, experience, and capabilities to carry out services as described.

Owner will utilize CCI's process for logging service Incidents. Owner will ensure that qualified personnel from their maintenance and/or IT staff have done initial troubleshooting and that only appropriately designated personnel will log incidents with the CCI. Owners will maintain a clean environment for products covered to run within and will ensure personnel do not abuse or damage equipment covered. Owners will ensure that walkways, pathways, and areas around working areas are clear of debris and clutter and that all cabinets, doors, covers, hatches, etc. are easily accessible by service personnel. Owners will supply a safe and respectful environment with proper escorts and/or security for CCI's onsite personnel as needed.

Obtaining warranty service

When warranty services are needed, the following process should be followed:

- Owner will call CCI at 618-654-8322, Monday through Friday, 8:00 a.m. to 5:00 p.m. to log service Incidents.
- Owner should supply the following information:
 - Hardware model, part number, or type requiring service
 - Location of equipment
 - Failure symptoms
 - When problem started or was first noticed
 - Any troubleshooting or other measures already taken
 - Level of impact
 - Critical Down: Major effect on facility operations or security, must be handled as soon as possible.
 - Normal Outage: Equipment affected may be down or intermittent, but facility can operate effectively for a time or work around the Issue.
 - Low Level: Minor outage that needs to be repaired for 100% operability but that does not affect day-to-day operations.
 - Onsite response time expectations, if necessary
 - Contact person, phone number, and email
- CCI will supply the owner with:
 - Name of responding employee or agent and phone number
 - Incident Number
 - Remediation plan including any immediate triage or troubleshooting required
 - ETA for any onsite service if needed
- Incidents will be considered closed after CCI performs any and all repairs related to incident logged and owner has tested process and agrees that service is restored.

Expenses

CCI shall be responsible for expenses incurred while performing services under this Agreement. This includes travel expenses; maintenance and repair costs of any CCI owned equipment; license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel CCI hires to complete the work under this Agreement.

Transportation and Equipment

CCI will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. The owner will not require CCI to rent or purchase any equipment, product, or service as a condition of warranty coverage.

Independent Contractor Status

CCI is acting as an independent contractor in providing the services under this warranty, not as an employee. This warranty does not create a joint venture or a partnership between CCI and the owner. As an independent contractor, neither CCI nor CCI's employees or contract personnel are, or shall be deemed, owner's employees. In its capacity as an independent contractor, CCI agrees and represents, and owner agrees, as follows

- CCI has the right to perform services for others during the warranty term coverage.
- CCI has the sole right to control and direct the means, manner, and method by which the services required under warranty will be performed. CCI shall select the routes taken, start and stop times, days of work, and order in which work is performed.
- CCI shall generally utilize direct employees and reserves the right to hire subcontractors if deemed necessary to provide the services required under the warranty.
- The services required by this warranty shall be performed by CCI, CCI's employees, or contract personnel. The owner shall not hire, supervise, or pay any other subcontractors or assistants to supplement CCI.
- Neither CCI nor CCI's employees or contract personnel shall receive any training from the owner in the professional skills necessary to perform the services required by this warranty.
- Neither CCI nor CCI's employees or contract personnel shall be required by the owner to devote full time employment status to the performance of the services required by this warranty.

Fringe Benefits

CCI understands that neither CCI nor CCI's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the owner.

Workers' Compensation

The owner shall not obtain workers' compensation insurance on behalf of CCI or CCI's employees. If CCI hires employees to perform any work under this warranty, CCI will cover them with workers' compensation insurance to the extent required by law.

Insurance

The owner shall not provide insurance coverage of any kind for CCI or CCI's employees or contract personnel. CCI shall obtain the following insurance coverage and maintain it during the entire term of this warranty:

- Comprehensive or commercial general liability insurance coverage in the minimum amount of \$100,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, CCI shall provide owner with proof of this insurance if requested.

Indemnification

CCI and owner shall indemnify and hold each other harmless from any loss or liability arising from performing services under this warranty.

Resolving Disputes

If a dispute arises under this warranty, any party may take the matter to Illinois state court, jurisdiction of the county of Madison. Any costs and/or fees other than attorney fees associated shall be the responsibility of the plaintiff unless otherwise arbitrated in a final agreement. If arbitration is agreed to, costs and fees will be shared equally by the parties.



Confidentiality

CCI and the owner mutually acknowledge that disclosure of certain confidential and proprietary information between parties may be necessary for performance under this warranty. Parties acknowledge that disclosure to a third party or misuse of this proprietary or confidential information could irreparably harm the opposite party. Accordingly, the parties under these warranty T's & C's will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the opposite party without that party's prior written permission except to the extent necessary to perform services as defined under this warranty.

Proprietary or confidential information includes but is not limited to:

- the written, printed, graphic, or electronically recorded materials used in performance of the warranty
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that either party makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- Information belonging to patients, inmates, associates, customers, and suppliers of either party about whom knowledge was gained as a result of the warranty.

Upon termination of the warranty period, or at CCI's request, any tools, systems, specialized devices, or other materials owned by CCI and used for services within the warranty must be returned to the CCI by the owner. Materials owned by the owner associated with the systems and configuration under warranty remain the property of the owner. CCI and the owner acknowledge that any breach or threatened breach of confidentiality as described could result in irreparable harm to the opposite party. Therefore, CCI or the owner shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality as described. Such equitable relief shall be in addition to party's rights and remedies otherwise available by law.

Proprietary Information.

The product of all work performed under this warranty ("Work Product"), including but not limited to all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights, works-in-progress, and deliverables will be the sole property of the CCI. CCI may at their discretion assign to the owner rights, title, and interest to proprietary information as necessary for the continuing performance of items covered under the warranty, including but not limited to all therein. CCI retains no right to the owner's hardware, systems, data, outcomes, products, or original application and agrees not to challenge the validity of the ownership of same. Any other items deemed proprietary by either party not otherwise listed must be defined by the party owning that item and agreed to as proprietary by both parties in writing.

Partnership

This Agreement does not create a partnership relationship. Neither CCI nor the owner have authority to enter into any contracts outside of this warranty on the other's behalf.

Applicable Law

This warranty, the performance under this warranty, and all suits or special proceedings under this warranty will be construed in accordance with and governed by the laws of the State of Illinois.

This warranty may not be modified, updated, edited, or changed in any way without express written consent of Corsair Controls Inc. Corsair Controls Inc. reserves the right to modify the terms of this warranty at their discretion without notice.

©2021, Corsair Controls Inc.



9564 Yellowhead Trail NW
Edmonton, Alberta
Canada T5G 0W4
Tel: 780.462.7100
Fax: 780.460.8396

MicroComm DXI/DXL Terms and Conditions of Sale

Definitions

1. "Harding" means Harding Instrument Co. Ltd. a corporation doing business as Harding Instruments.
2. "Equipment" means the MicroComm DXI/DXL intercom equipment and associated software.
3. "Software" means the software supplied in conjunction with the Equipment.
4. "SAC Computers" means the Service Administration and Control computer(s).
5. "End-User" means the party that will be using the Software in conjunction with the Equipment at the site listed in the quotation, whether that party is the buyer pursuant to these Terms and Conditions or sub-licensee of the buyer.

Prices, Shipping and Payment

1. All prices are FCA Harding Instrument Co. Ltd. at Edmonton, Alberta, Canada per Incoterms® 2010.
2. Taxes are extra as applicable. Harding will pay the duty and brokerage fees on orders shipped to the United States.
3. Terms on all invoices are net 30 days.
4. 2% per month will be added to overdue accounts.

Orders

1. Harding reserves the right to refuse any order.
2. All orders are subject to approval of credit. Acceptance of orders occurs at the time that an Order Confirmation is sent to the buyer.
3. Delivery is normally 8 to 12 weeks after confirmation of order. Actual delivery dates will be estimated on the Order Confirmation.
4. Orders may not be cancelled after acceptance by Harding without the prior written approval of Harding.
5. Custom manufactured product orders are non-cancellable once in production.
6. Cancelled orders may be subject to a 20% restocking charge.

Returns

1. All Equipment being returned for restocking, warranty service, or for any other purpose:
 - a) must be labelled with a Return Materials Authorization number provided by Harding.
 - b) must have shipping charges prepaid. Harding will pay the costs of return shipping for warranty repairs.
2. Equipment returned for warranty service must:
 - a) be accompanied by a statement describing the fault condition,
 - b) have their factory identification labels intact
3. All Equipment returned for restocking:
 - a) must be in their original, unopened packaging. Equipment returned for restocking that have been opened are subject to additional inspection, testing and repair charges.
 - b) may be subject to a 20% restocking charge.

Warranty

1. The Equipment, other than the Software, is warranted to be free from defects in material and workmanship for 24 months from the date of delivery of the Equipment. Harding's obligation under this warranty is limited to the repair or replacement, at Harding's option, of any part of the Equipment, other than the Software containing the defect in material or workmanship.
2. Harding warrants the media on which the Software is recorded to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of installation of the Equipment. Harding's obligation under this warranty is limited to the replacement of defective media. Except as expressly provided in this paragraph, the Software is provided "as is", without warranty of any kind, either expressed or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement.
3. The warranty under paragraphs 1 and 2, above, constitutes Harding's sole liability and the buyer's sole remedy. There are no other representations, undertakings or agreements of any kind between the parties respecting the Equipment. All conditions, warranties or other terms implied by any statute or common law are excluded to the fullest extent permitted by law.
4. In no event shall Harding be liable for any damages:
 - a) caused by the buyer's actions or failure to act, whether negligent or not,
 - b) that are special, indirect or consequential damages, losses related to business interruption, loss of business information or loss of profits however caused,
 - c) arising from any claim against the buyer by any other party, or
 - d) arising from any misuse, neglect, modification, or abuse of the Equipment.
5. Harding's liability on any claim by the buyer or any party who purchases the Equipment from the buyer, including claims for bodily injury including death, loss or damage to property, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with or resulting from the manufacture, sale, resale, repair, replacement or use of the Equipment in any way shall in no case exceed an amount equal to Harding's total charges for the Equipment.

License

1. Harding grants to the buyer a non-exclusive license to install and use or to sub-license the use of the Software to be installed at the site listed, solely for use with the Equipment. The buyer and any End-User shall have no rights of any kind to use the Software on any other computers or network. All rights, title, and interest in and to the Software not specifically granted in this license belongs to Harding including, without limitation, Canadian and international copyright and trade secrets rights.
2. The End-User shall not copy, modify, reverse compile, disassemble, or otherwise reverse engineer or attempt to reconstruct the Software, in whole or in part, other than making 1 copy of the Software solely for archival or backup purposes.
3. Any sub-license of the Software, as permitted under these terms shall expressly give Harding the right to enforce the terms of these Terms and Conditions against the End-User and shall state that the Software is the proprietary property of Harding.

General

1. The parties will not be liable for delay in or non-performance of their obligations under this agreement resulting directly or indirectly from:
 - a) an act of God;
 - b) epidemics, earthquakes, storms, typhoons or unusually severe weather, fires, flood, lightning;
 - c) an act of any governmental authority, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes, quotas, licensing controls, import or export controls, or production or distribution restrictions;
 - d) accidents and disruptions including but not limited to explosions, breakdowns of essential machinery or equipment and power shortages;
 - e) transportation or storage delays, accidents, shortages or port congestion;
 - f) labour difficulties including but not limited to strikes, slowdowns, lockouts, sabotage and labour shortages;
 - g) failure or delay in its source of supply but not including delay or inability to obtain financing or any other financial inability of the party; or
 - h) any other cause beyond the reasonable control of the party relying on this provision, whether similar or dissimilar to those above mentioned.



Corsair Controls, Inc.
190 Woodcrest Drive, Highland, IL 62249
618-654-8322
www.corsaircontrols.com

Experience - Quality - Integrity

~~June 1st, 2021~~
~~Revised August 8th, 2021~~
***REVISED - April 29th, 2022**

Mr. Robert Wilson
Boone County Purchasing
613 E. Ash Street, Rm. 109
Columbla, MO 65201

Re: Boone County Jail Intercom Update – **Revision 3*

Robert,

Thank you for allowing Corsair Controls, Inc. (CCI) to present this scope of work and quote for the upgrade of your Telecor intercom system at the Boone County Jail. As you are aware, Telecor has made the decision to stop support for their T3-SC systems, including manufacture and repair of equipment. We are proposing a replacement system from Harding Instruments which is a leading designer, manufacturer, and supplier of robust intercom systems for correctional and high security communication facilities. Harding Instruments is registered to the ISO9001 quality standard, and Harding's *MicroComm DXL* digital intercom systems are specifically designed to meet the rigorous demands of correctional, industrial, and high security applications. Harding's *MicroComm* provides a high level of performance and a large feature set at a competitive price.

CCI's design is based on utilizing high speed, giga-bit network communications that will increase performance and be compatible with the new PC's recently installed. This will help to "future-proof" the overall design. The project will replace all the existing Telecor head end systems for all four buildings. Existing intercom stations and speakers throughout the facility will be replaced with new speakers as well as new pushbuttons where needed. Areas where speakers and pushbuttons are separated will be updated to make them more user friendly. Our intent is to perform the installation with the lowest downtime for the institution as possible.

CCI will supply materials, consulting, and coordination (*Parts & Smarts*) only, and the county, along with any electrical contractor they choose, will be responsible for all physical installation work as outlined in Attachment III.

*This revision includes stations for the video courtrooms, and the same remote services capability from the Boone County Juvenile intercom project as part of the base quote. The video courtrooms were constructed after the original quote from June of 2021 and was requested to be added by the customer in August of 2021. The remote services capability will allow both the juvenile and adult facilities to have the same technology for enhanced support and service capabilities.

- **Corsair will provide the following products and services:**

- Corsair's "Parts & Smarts" Services. (See attachment I)
- Harding 400 class MicroComm DXL intercom system consisting of:
 - VoIP intercom master stations for each control room.
 - Digital Communication Controller's (DCC) for all buildings. The DCC for Building D will include Audio Level Alarm (ALA).
 - Digital Communication Expander's (DCE) with ALA detection for Buildings A, B, and C.
 - Digital Talk Back Expander's (TBE) for buildings B, C, and D.
 - Intercom boards for upgrade of intercoms in light fixtures.
 - Replacement push buttons where needed.
 - Blank Wall plates to cover and secure any open holes from old intercom equipment.
 - Intercom Stations with 6.5 x 6.5 inch wall plates with speakers and pushbuttons where needed throughout the facility.
 - Harding Quick Connect (QCB) station wiring boards.
 - Proper Cables, Terminal Blocks, and wire connectors for a complete installation.
 - Harding DXL system software.
- Quam 8" Intercom speakers to be used as replacements as needed in cells and for paging throughout the facility including the new video hearing rooms.
- Retrofit of existing system enclosures including standard rack mounting rails to accommodate Harding devices.
- 16 port Gigabit Ethernet switch for building A, and 12 port Gigabit Ethernet switches for buildings B, C, and D to enable communications across all four buildings in the facility.
- Power over Ethernet (PoE) injectors for powering intercom master stations.
- Design and programming of Harding intercom solutions.

- Secomea 1529 secure site manager appliance for remote support capability and appropriate programming and setup for operation.
 - Coordination with jail maintenance staff, or Electrical and Installation Contractors that may be utilized, for any onsite work required during installation.
 - Documentation Updates.
 - Onsite testing.
 - CCI's standard warranty (See attachment II).
- **The following items should be provided by the owner:**
- All installation of devices and wiring in the facility will be performed by an Electrical Contractor contracted by the county (See Attachment III).
 - Any wiring required for the facility that may be required.
 - Any new intercom wiring that is required or that should be replaced.

The Scope of Work shall cost \$177,740.93

(One Hundred Seventy-Seven Thousand Seven Hundred Forty and 93/100 Dollars)

The following option may be added:

- To allow for onsite changes to the Harding system, for example volume levels or ALA levels, a laptop computer with Harding DXL software installed may be purchased. This option will also include MOXA MXView software for control of the facility network.

The Cost of this Option shall be \$1,963.50

(One Thousand Nine Hundred Sixty-Three and 50/100 Dollars)

Project Exclusions

- Sales or Use Taxes
- Certified Payroll

Purchasing Notes:

The pricing in this proposal is valid for 90 days.

Corsair will provide a detailed schedule of values for the project upon acceptance of the bid. Corsair shall prepare monthly invoices based upon the Schedule of Values and the percentage of materials purchased and tasks completed. Payments are due thirty days from date of invoice.

This Project is quoted at regular rates and times, on regular business days; Monday – Friday. Please check with our office if non-standard days, hours, or holidays are desired. When available, they may be at a premium rate, above the quoted rates for this Project.

Corsair Controls shall supply a Certificate of Insurance for our regularly insured amounts. Higher limits can be provided if required. Contractor shall reimburse Corsair for the cost of providing any higher limits.

Please call if you have any questions.

Sincerely,

Alan Thuenemann



Corsair's "Parts & Smarts" Service

Corsair Controls Inc. (CCI) is a control systems integrator that provides innovative solutions including system design, programming, panel fabrication, installation, and startup services to a variety of industries. We regularly serve the manufacturing, mining, water & wastewater treatment, and corrections industries. The systems we provide usually incorporate a programmable logic controller (PLC) as well as Human Machine Interfaces (HMI) control the application. CCI has been building, installing, and maintaining control systems for over 35 years and has deep knowledge and experience with access control, intercom infrastructures, and process automation. We offer our clients system design consulting, project management, programming, control panel design and fabrication, installation supervision and complete electronic documentation on every project.

CCI's "Parts & Smarts" service is our methodology and process for building customer solutions. Our "Parts" services allow us to procure and supply the necessary materials - from PLC systems to enclosures, PLC and wiring hardware, and computer systems for HMI user interfaces - that are the right fit for the customer's objectives. "Smarts" refers to Corsair's unique methods and abilities to design, program and implement a solution with direct coordination of other contractors and service providers involved in a project. We work in an end-to-end fashion with general contractors, electrical, plumbing, alarm, industrial, civil, and other various engineering and contracting firms, continually consulting with them, and directing them to achieve the best results for the overall project. CCI utilizes this consultative and flexible approach to allow the end user to be assured that their project will be delivered correctly, on time, and with the highest possible ROI.

We welcome your questions and invite you to contact us if you would like any further details. Our talented and dedicated staff is ready to help you reach your control system and integrations needs... Your success is our success!

Corsair Controls, Inc.
190 Woodcrest Drive, Highland, IL 62249
618-654-8322

Corsair Controls Inc Standard Warranty Terms & Conditions

Corsair Controls, Inc. (CCI) with a principal place of business at 190 Woodcrest Drive, Highland, IL 62249-1266, does hereby offer the following warranty terms and conditions for the hardware, systems, appurtenances, and installation services it provides. CCI's warranty covers defects and failures in hardware and services provided. This warranty will be in force for one (1) year from the date of substantial completion, the date of final invoice for the project, or a date agreed upon by both CCI and the project owner, in writing and attached to this warranty statement. CCI agrees to perform the services described herein and shall perform per the descriptions in this warranty statement. This warranty statement constitutes the entire warranty, and all the warranty Terms and Conditions (T's & C's) offered. No other warranties are implied, offered or guaranteed. Any representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect under this warranty.

CCI's warranty does not replace or supersede any manufacturer's warranty or warranty T's & C's offered by any specific manufacturer. CCI shall warrant their use and installation of said goods and will in good faith service these products within the extent of this warranty. Any warranty claims made on these items outside of the CCI warranty T's & C's will be solely the responsibility of the product owner.

CCI Warranty Covers the Following

The following products and components shall be covered by this warranty when they are supplied as part of an overall project by CCI:

- All components interior to installed control cabinets including but not limited to:
 - PLC's and PLC associated devices
 - I/O and Ethernet devices and cables
 - Power supplies and surge suppressors
 - Point to point wiring internal to the control panel
 - Miscellaneous commodity items such as fuse holders, fuses, terminal blocks, breakers, and hardware used during servicing
 - Network devices used such as switches, routers, and media converters
 - Panel switches and controls
 - Computers and associated peripherals used as part of the installation
 - Monitors used with the system
 - Uninterruptible Power Systems (UPS) directly connected to devices within the control system
- Any failures or defects related directly to CCI's workmanship or designs that have direct effect on product performance within the warranty period.

The following items are *not* covered under this warranty and the warranty does not extend to any of the following:

- Cabinets, desks, doorways, hatches, conduit, and wireways.
- Any plant wiring external to, or that enters a control cabinet from an external source or location.
- Facility power including any switches, sockets, cables, wiring, Uninterruptible Power Systems, batteries, or fuses associated.
- Any network cables or devices external to cabinets.
- Any devices, equipment, instrumentation, motors, doors, door locks, IT or networking equipment, or any other electronics or hardware not directly associated with the system or not installed under services invoiced by CCI.
- Any damage or failure caused by excessive heat or cold not in accordance with manufacturer's specifications; damage caused by abuse or mishandling; biologic, radiologic, or excessive environmental contamination; vandalism; civil disobedience or unrest; war; nuclear fallout; police actions; malicious intent.
- Any software, operating system or application updates or modifications other than those required as bug or performance fixes under any original application warranty of performance.

Warranty services provided

CCI will respond in a reasonable time by phone for triage and/or troubleshooting to any service request properly logged by owner per guidelines herein. CCI will respond on site within seventy-two (72) hours or as business conditions allow, and/or materials for repair are available, after initial triage and troubleshooting are performed and if onsite services are deemed necessary. These response times will be available during CCI's normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. US Central Standard Time (CST), excluding CCI's company defined holidays. Any service requested or required outside of CCI's normal business hours as described will be subject to CCI's current Time and Material (T&M) rates.

CCI will provide labor both off-site and on-site as required, for any failure of warranted products when they are used in accordance with their specification and intended day-to-day purpose. CCI will repair or replace at their discretion, items covered under the warranty that are deemed defective, ensure that they are properly tested, and owner's service and/or process restored. Materials required for repairs will be supplied by the CCI free of charge within the warranty period. CCI will supply means of incident logging, tracking, and reporting and commits to proper logging, triage, and troubleshooting needed to effect timely and correct repairs. CCI will supply any tools, test equipment, required instruments, diagnostics, or software needed to effect repairs. CCI will order and supply parts and materials as needed. If contractor utilizes owner's spares, they will replace spares as needed either under warranty. CCI's employees and agents will commit to consistently act in a professional and respectful manner in all customer interactions whether remotely or onsite, and abide by any security, escort or other facility rules while engaged in service work. CCI's employees and agents will commit to be engaged with the owner free of any drugs, alcohol, or other chemical impairments. CCI commits to having the proper knowledge, experience, and capabilities to carry out services as described.



Owner will utilize CCI's process for logging service incidents. Owner will ensure that qualified personnel from their maintenance and/or IT staff have done initial troubleshooting and that only appropriately designated personnel will log incidents with the CCI. Owners will maintain a clean environment for products covered to run within and will ensure personnel do not abuse or damage equipment covered. Owners will ensure that walkways, pathways, and areas around working areas are clear of debris and clutter and that all cabinets, doors, covers, hatches, etc. are easily accessible by service personnel. Owners will supply a safe and respectful environment with proper escorts and/or security for CCI's onsite personnel as needed.

Obtaining warranty service

When warranty services are needed, the following process should be followed:

- Owner will call CCI at 618-654-8322, Monday through Friday, 8:00 a.m. to 5:00 p.m. to log service incidents.
- Owner should supply the following information:
 - Hardware model, part number, or type requiring service
 - Location of equipment
 - Failure symptoms
 - When problem started or was first noticed
 - Any troubleshooting or other measures already taken
 - Level of Impact
 - Critical Down: Major effect on facility operations or security, must be handled as soon as possible.
 - Normal Outage: Equipment affected may be down or intermittent, but facility can operate effectively for a time or work around the issue.
 - Low Level: Minor outage that needs to be repaired for 100% operability but that does not affect day-to-day operations.
 - Onsite response time expectations, if necessary
 - Contact person, phone number, and email
- CCI will supply the owner with:
 - Name of responding employee or agent and phone number
 - Incident Number
 - Remediation plan including any immediate triage or troubleshooting required
 - ETA for any onsite service if needed
- Incidents will be considered closed after CCI performs any and all repairs related to incident logged and owner has tested process and agrees that service is restored.

Expenses

CCI shall be responsible for expenses incurred while performing services under this Agreement. This includes travel expenses; maintenance and repair costs of any CCI owned equipment; license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel CCI hires to complete the work under this Agreement.

Transportation and Equipment

CCI will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. The owner will not require CCI to rent or purchase any equipment, product, or service as a condition of warranty coverage.

Independent Contractor Status

CCI is acting as an independent contractor in providing the services under this warranty, not as an employee. This warranty does not create a joint venture or a partnership between CCI and the owner. As an independent contractor, neither CCI nor CCI's employees or contract personnel are, or shall be deemed, owner's employees. In its capacity as an independent contractor, CCI agrees and represents, and owner agrees, as follows:

- CCI has the right to perform services for others during the warranty term coverage.
- CCI has the sole right to control and direct the means, manner, and method by which the services required under warranty will be performed. CCI shall select the routes taken, start and stop times, days of work, and order in which work is performed.
- CCI shall generally utilize direct employees and reserves the right to hire subcontractors if deemed necessary to provide the services required under the warranty.
- The services required by this warranty shall be performed by CCI, CCI's employees, or contract personnel. The owner shall not hire, supervise, or pay any other subcontractors or assistants to supplement CCI.
- Neither CCI nor CCI's employees or contract personnel shall receive any training from the owner in the professional skills necessary to perform the services required by this warranty.
- Neither CCI nor CCI's employees or contract personnel shall be required by the owner to devote full time employment status to the performance of the services required by this warranty.

Fringe Benefits

CCI understands that neither CCI nor CCI's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the owner.

Workers' Compensation

The owner shall not obtain workers' compensation insurance on behalf of CCI or CCI's employees. If CCI hires employees to perform any work under this warranty, CCI will cover them with workers' compensation insurance to the extent required by law.

Insurance

The owner shall not provide insurance coverage of any kind for CCI or CCI's employees or contract personnel. CCI shall obtain the following insurance coverage and maintain it during the entire term of this warranty:

- Comprehensive or commercial general liability insurance coverage in the minimum amount of \$100,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, CCI shall provide owner with proof of this insurance if requested.

Indemnification

CCI and owner shall indemnify and hold each other harmless from any loss or liability arising from performing services under this warranty.

Resolving Disputes

If a dispute arises under this warranty, any party may take the matter to Illinois state court, jurisdiction of the county of Madison. Any costs and/or fees other than attorney fees associated shall be the responsibility of the plaintiff unless otherwise arbitrated in a final agreement. If arbitration is agreed to, costs and fees will be shared equally by the parties.



Confidentiality

CCI and the owner mutually acknowledge that disclosure of certain confidential and proprietary information between parties may be necessary for performance under this warranty. Parties acknowledge that disclosure to a third party or misuse of this proprietary or confidential information could irreparably harm the opposite party. Accordingly, the parties under these warranty T's & C's will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the opposite party without that party's prior written permission except to the extent necessary to perform services as defined under this warranty.

Proprietary or confidential information includes but is not limited to:

- the written, printed, graphic, or electronically recorded materials used in performance of the warranty
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that either party makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to patients, inmates, associates, customers, and suppliers of either party about whom knowledge was gained as a result of the warranty.

Upon termination of the warranty period, or at CCI's request, any tools, systems, specialized devices, or other materials owned by CCI and used for services within the warranty must be returned to the CCI by the owner. Materials owned by the owner associated with the systems and configuration under warranty remain the property of the owner. CCI and the owner acknowledge that any breach or threatened breach of confidentiality as described could result in irreparable harm to the opposite party. Therefore, CCI or the owner shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality as described. Such equitable relief shall be in addition to party's rights and remedies otherwise available by law.

Proprietary Information.

The product of all work performed under this warranty ("Work Product"), including but not limited to all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights, works-in-progress, and deliverables will be the sole property of the CCI. CCI may at their discretion assign to the owner rights, title, and interest to proprietary information as necessary for the continuing performance of items covered under the warranty, including but not limited to all therein. CCI retains no right to the owner's hardware, systems, data, outcomes, products, or original application and agrees not to challenge the validity of the ownership of same. Any other items deemed proprietary by either party not otherwise listed must be defined by the party owning that item and agreed to as proprietary by both parties in writing.

Partnership

This Agreement does not create a partnership relationship. Neither CCI nor the owner have authority to enter into any contracts outside of this warranty on the other's behalf.

Applicable Law

This warranty, the performance under this warranty, and all suits or special proceedings under this warranty will be construed in accordance with and governed by the laws of the State of Illinois.

This warranty may not be modified, updated, edited, or changed in any way without express written consent of Corsair Controls Inc. Corsair Controls Inc. reserves the right to modify the terms of this warranty at their discretion without notice.

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Boone County Jail, MO
Upgrade of the Security Intercom System

Work to be performed by Owner, Corsair & Electrical Contractor:

Owner – Operations/Maintenance

1. Provide access to Control Rooms and intercom station/paging speaker locations.
2. If elected, the County Maintenance Staff could take the place of the “Electrical Contractor” described below.

Electrical Contractor

Preliminary Work

1. Replace four (4) old PLC Ethernet switches with new Gigabit Ethernet switches – one in each building. This work must be coordinated with the Owner and Corsair Controls, because the work will temporarily take-down the security control system for several minutes.
2. Pull additional, new* Cat 5e Ethernet cables and install a single jack port (surface mount or in wall plate) at Operator Control Stations:
 - a. Building A – 2 cables from Ethernet Switch in PLC cabinet to 2 locations in Control Room.
 - b. Building B – 1 Ethernet cable from PLC cabinet to Control Room Touchscreen computer.
 - c. Building C -- 1 Ethernet cable from PLC cabinet to Control Room Touchscreen computer.
 - d. Building D -- 1 Ethernet cable from PLC cabinet to Control Room Touchscreen computer.

Note*: depending on the ease of running the new Ethernet cables prior to removing the old Telecor intercom’s communication buss cables to old intercom Master Stations, temporary Ethernet cords may be installed.
3. Replace old ceiling paging speakers with new (remove grille, replace unit, and re-install grilles). A high-lift will be required in Dayrooms where ceilings are 2-stories high.
 - a. Building A – estimated 6 new speaker/transformer units (these are wired to B Building).
 - b. Building B – estimated 6-7 new speaker/transformer units (2-story ceilings).
 - c. Building C – estimated 10 new speaker/transformer units (2-story ceilings).
 - d. Building D – estimated 5 new speaker/transformer units.
4. Label all field wires in current Intercom System Panels.
 - a. Building A – estimated 37 intercom stations (1-2 cables for each) and no paging circuits (kitchen paging circuits are wired to Building B).
 - b. Building B – estimated 62 intercom stations (44 single pair cables and 18 other intercom stations (1-2 cables for each) and 8 paging circuits (8 single pair cables).
 - c. Building C – estimated 61 intercom stations (32 single pair cables) and 18 other intercom stations (1-2 cables for each) and 8 paging circuits (8 single pair cables).
 - d. Building D – estimated 16 intercom stations (1-2 cables for each) and 5 paging circuits (5 single pair cables).

Cutover from Old to New Intercom System

1. Each Building will be cutover, one at a time over a 2-3 day period.
2. The old Telecor intercom system will be kept in operation in each building until all intercom and paging circuits have been migrated to the new Harding intercom system.
3. Set up new Harding intercom head-end equipment in temporary location, above or beside existing intercom cabinets. The equipment will be set down only – no mounting required.

Boone County Jail, MO
Upgrade of the Security Intercom System

4. Run Harding's 10' long intercom terminal board/cables into the intercom cabinets, in preparation for moving intercom or paging circuits from old "66" terminal blocks to new terminal QCB boards. Corsair will provide temporary mounting panel for DIN rail to hold the new QCB boards and TBE terminal strips – this will permit the installer to tentatively dress the cables for the final positions where they will be located (after all Telecor equipment is removed from the cabinets).
5. Set the new Intercom Master Station on the desktop by the touchscreen computer and connect the new Ethernet cable to the new Ethernet switch in the PLC cabinet. Note*: this may initially be a temporary Ethernet cable (until Telecor system is removed).
6. Coordinate field electrician's replacements of Intercom station components with switch over of headend field cables to Harding QCB boards by second electrician. As each station is upgraded and moved to the Harding system, test operation in conjunction with Corsair's technician.
7. There are two basic styles of intercom stations to be upgraded. One is a complete, fully assembled intercom station (pre-assembled speaker, pushbutton and circuit board on a stainless steel plate) that is inserted into a back box and secured with four (4) security screws. There are approximately 80 of this type and they are typically located in corridors at security doors. The field replacement procedure is done as follows:
 - a. Remove the four security screws/bolts that hold the intercom station in place. Most intercom stations are mounted with ¼" x 20 security bolts. The original bolts have Hex break-away heads that often snap off when attempting to remove them. These will require extra time to remove. In some cases these have been replaced with security bolts with a security Torx or security Allen head.
 - b. Unwire the old station and apply a wire label to the pair of shielded wires that are connected to the speaker/transformer assembly. Fold back and use tape to insulate the conductors that were connected to the pushbutton.
 - c. Install an MTA connector to the speaker wire pair. Corsair will provide the MTA connectors and MTA connector crimper. When the Project is complete, turn the MTA crimper and remaining MTA connectors over to the owner for future maintenance.
 - d. Plug the MTA connector into the replacement Harding intercom station.
 - e. Test the operation of the new station with Corsair technician in the Control Room. Correct any problems before proceeding.
 - f. Provide four (4) new Torx security bolts/screws and mount the intercom station back into its backbox.
8. The second major style of intercom stations are mounted in the security light fixtures in Offender's cells. There are approximately 94 of this type to install. The field replacement procedure is done as follows:
 - a. Remove the 6-8 security screws/bolts that hold the front of the light fixture to its mounting plate (it is hinged on lower edge). The fixture will swing down and open up for easy access to the intercom station.
 - b. Remove 2-4 screws that hold the 8" speaker to its mounting bracket. Save the speaker screws.
 - c. Unwire the old speaker/transformer assembly and apply a wire label to the pair of shielded wires that are connected to it. Fold back and use tape to insulate any spare

Boone County Jail, MO
Upgrade of the Security Intercom System

- conductors (none are expected). Cut off shield wire – it will ONLY be connected at the headend terminal block.
- d. Install an MTA connector to the field speaker wire pair. Corsair will provide the MTA connectors and MTA connector crimper.
 - e. Plug the MTA connector into a new insulated Harding intercom board (IEB-400-21) and use its Velcro tape to mount it to a convenient surface in the fixture.
 - f. Install the replacement 8" speaker with its MTA "pigtail" cable into the fixture with the saved mounting screws. Plug the MTA connector onto the assigned wiring pins on the Harding intercom board. Corsair will supply the speaker and the "pigtail".
 - g. If the cell had a separate intercom call button in the cell (18 expected), also perform the following steps (otherwise skip this step):
 - i. Drill/punch a new mounting hole in the light fixture's outer cover at a convenient location (owner-approved location) for a 19 mm diameter pushbutton. Corsair will provide the stainless steel security button (with its MTA "pigtail" cable).
 - ii. Install the pushbutton in the light fixture and tighten the mounting nut with a open-end wrench.
 - iii. Plug the switch's MTA connector onto the assigned wiring pins on the Harding intercom board.
 - h. Test the operation of the new intercom station with Corsair technician in the Control Room. Correct any problems before proceeding.
 - i. Close up the light fixture and re-install the security bolts/screws that were removed previously for access to the fixture.
9. Test all new intercom stations to both the new intercom Master Station and local touchscreen computer. Corsair will assist with this testing.
10. Remove the Paging Zone cables from the Telecor termination points and install them on the Harding TBE wiring terminals. The Paging Zone speakers were upgraded in a preliminary step. Test each Zone for proper operation as it is switched to the Harding system. Corsair will assist with testing.

Remove old Telecor Intercom System

11. After the successful completion of installing and testing the new Harding intercom system in a Building, remove all old Telecor intercom components as follows:
 - a. Building A: Do not remove any Telecor equipment until both Buildings A & D have been upgraded. Some headend equipment is shared by both A and D.
 - b. Building B: Remove Telecor equipment when all intercom stations and Paging Zones have been moved to the new Harding intercom system.
 - c. Building C: Remove Telecor equipment when all intercom stations and Paging Zones have been moved to the new Harding intercom system
 - d. Building D: Do not remove any Telecor equipment until both Buildings A & D have been upgraded. Some headend equipment is shared by both A and D
12. For the intercom cabinets in Buildings A, B, C & D, follow the procedure below:
 - a. Remove all headend equipment from the swing racks.
 - b. Remove and dispose of the "swing racks", horizontal braces, and swing rack stops.

Boone County Jail, MO
Upgrade of the Security Intercom System

- c. Remove all Telecor circuit boards, "66" blocks, specialized headend cables and much of the Panduit – as indicated on shop drawings (to be provided prior to work).
- d. Remove the Telecor Master Stations and CR-45 communication buss terminators from the touchscreen Operator's station.
- e. Removed the old Telecor communication buss cable from between the headend intercom cabinet and the touchscreen Operator's station.

Final installation of Harding headend equipment into the intercom cabinet

13. Install the new QCB boards, TBE terminal strips, and Panduit as shown on shop drawings (to be provided prior to work).
14. Provide wire ties and miscellaneous supplies to properly secure cables where designated.
15. Dress wires in the cabinet and Panduit.
16. Install the new 19" equipment rack rails in the intercom cabinet (rails provided by Corsair).
17. Install the Harding headend equipment onto the 19" rails (while minimizing intercom system disruptions).

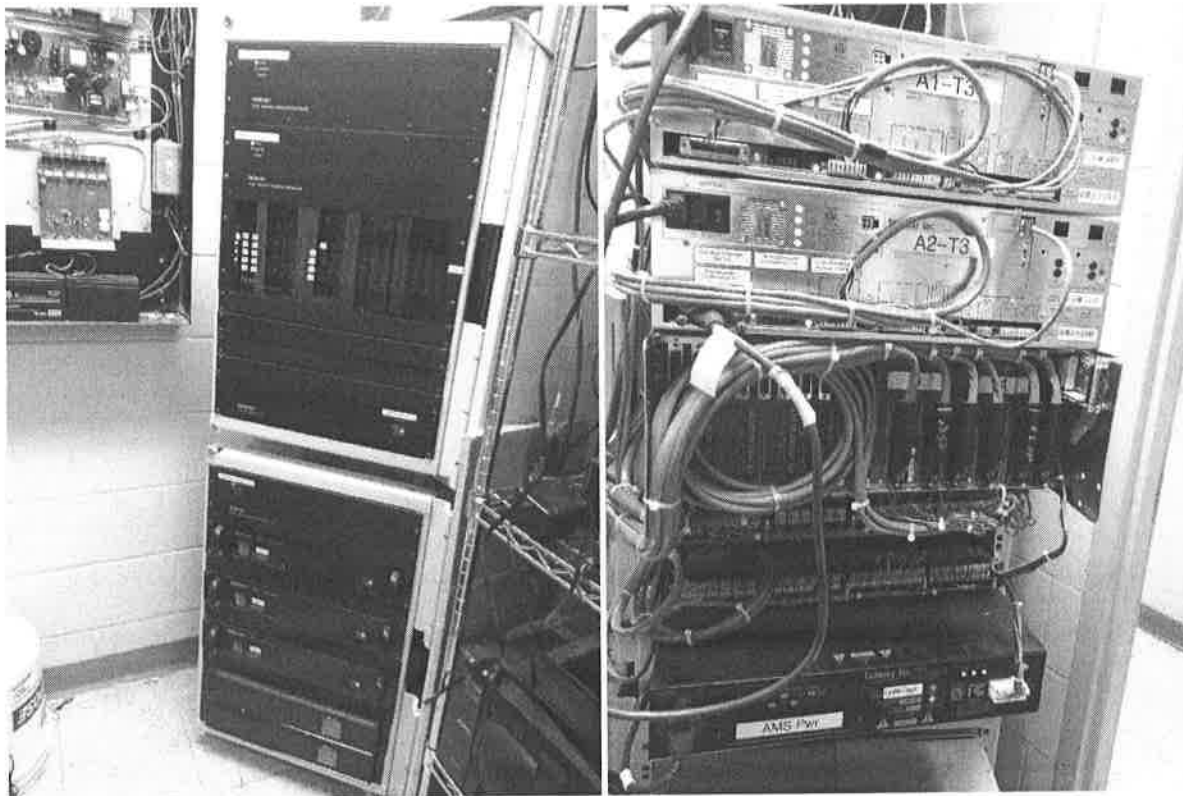
Corsair Controls, Inc.

1. Provide all Harding intercom materials.
2. Provide Harding Intercom system programming.
3. Revise graphic development on touchscreen computer stations to integrate to Harding intercom system.
4. Pre-test and document all existing intercom stations and paging zones.
5. Provide installation services to Electrical Contractor – advise on methods, installation details, and any installation questions. Corsair will be onsite for major installation portion of work.
6. Test new intercom components as they are installed.
7. Post-test and document all intercom stations and security doors.
8. Provide record documents of new intercom system layout and programming.

Boone County Jail, MO
Upgrade of the Security Intercom System

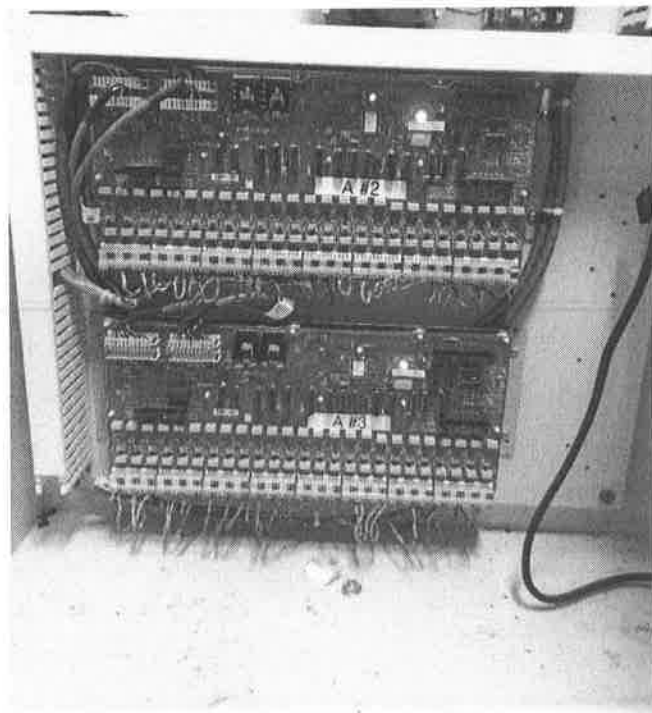
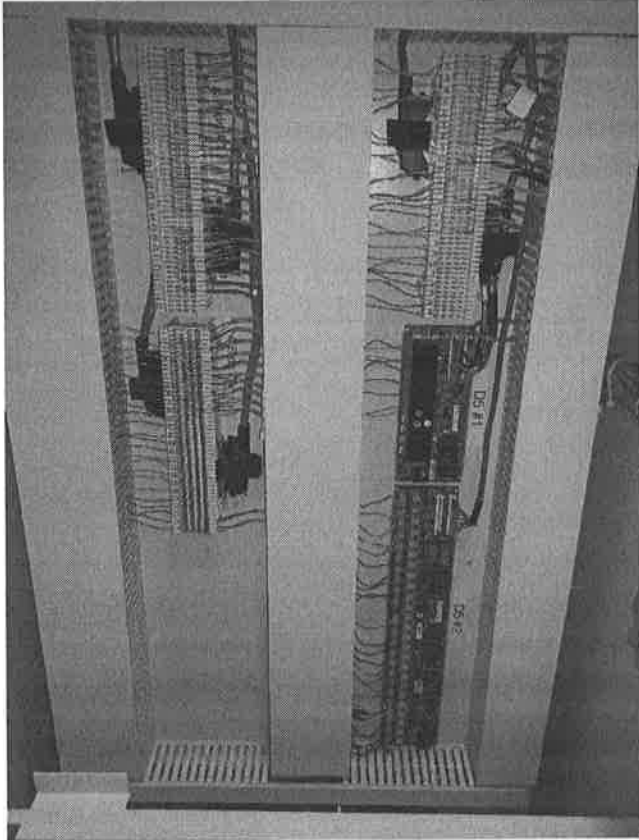
SITE PICTURES BELOW:

A Building:



Front view (left picture) and rear view (right picture) of existing Telecor intercom rack (with “swing-racks” partially swung out). This rack holds the head end equipment for both A Building and D building.

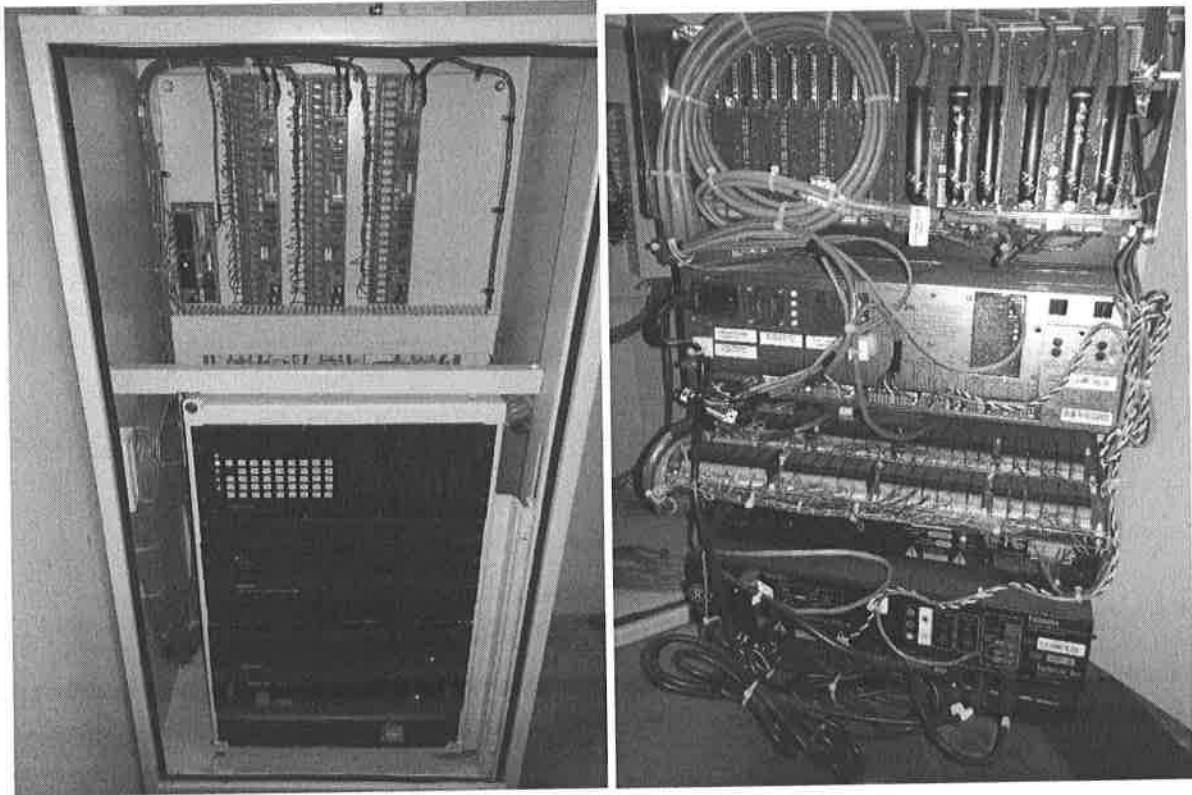
Boone County Jail, MO
Upgrade of the Security Intercom System



Interior of A Building's intercom racks (top and bottom of rack).

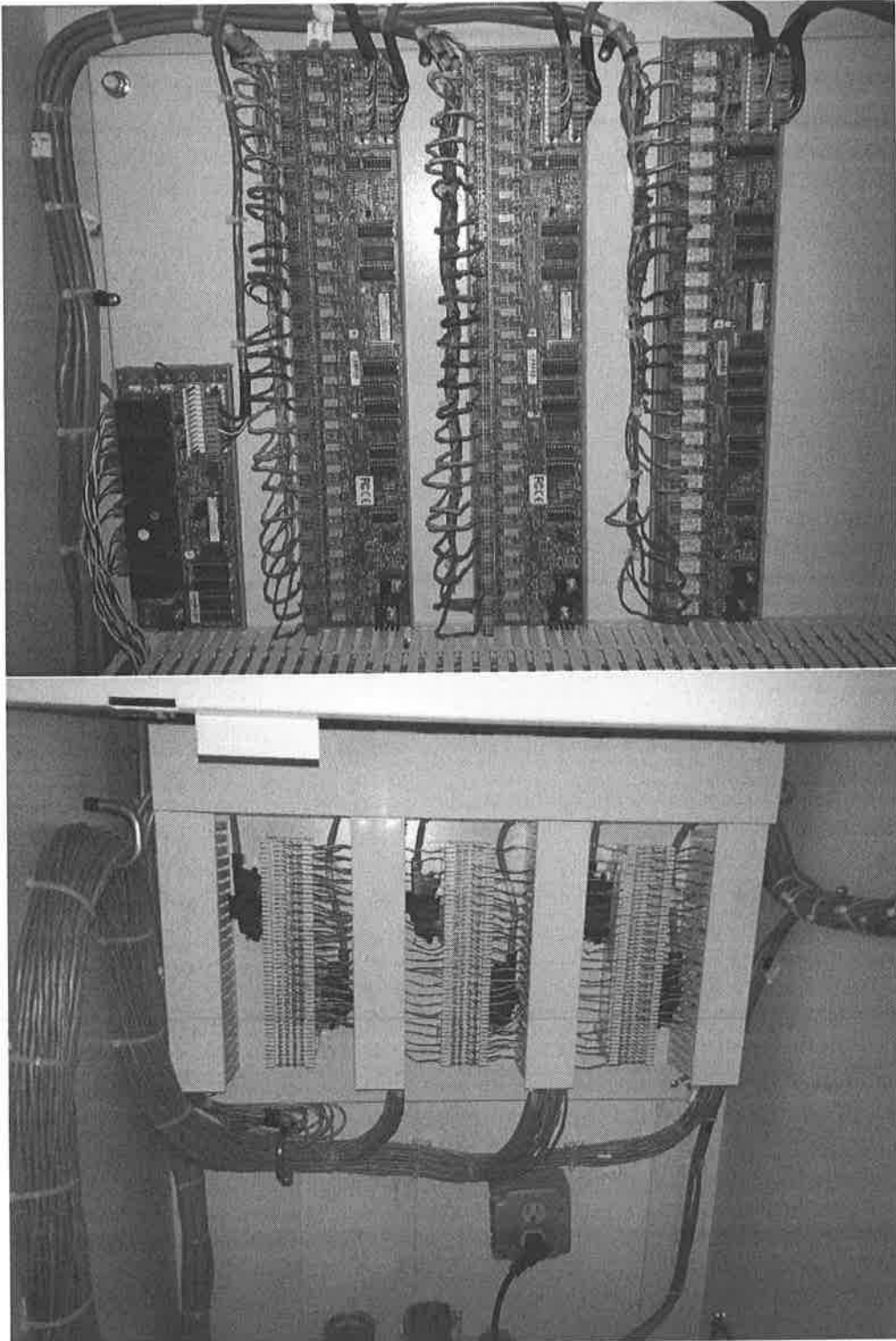
Boone County Jail, MO
Upgrade of the Security Intercom System

B Building:



Front view (left picture) and rear view (right picture) of existing Telecor intercom rack. This rack holds the head end intercom equipment B Building. The C Building rack is essentially identical.

Boone County Jail, MO
Upgrade of the Security Intercom System

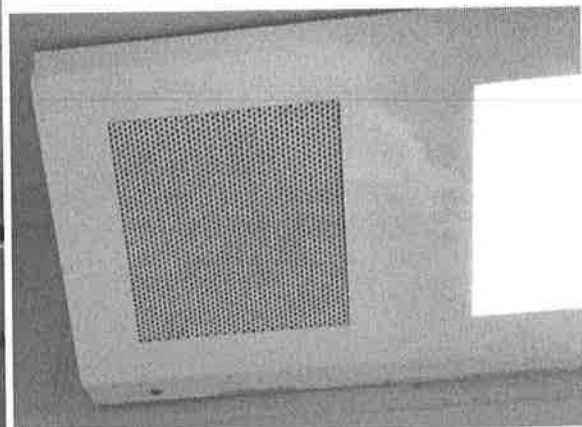
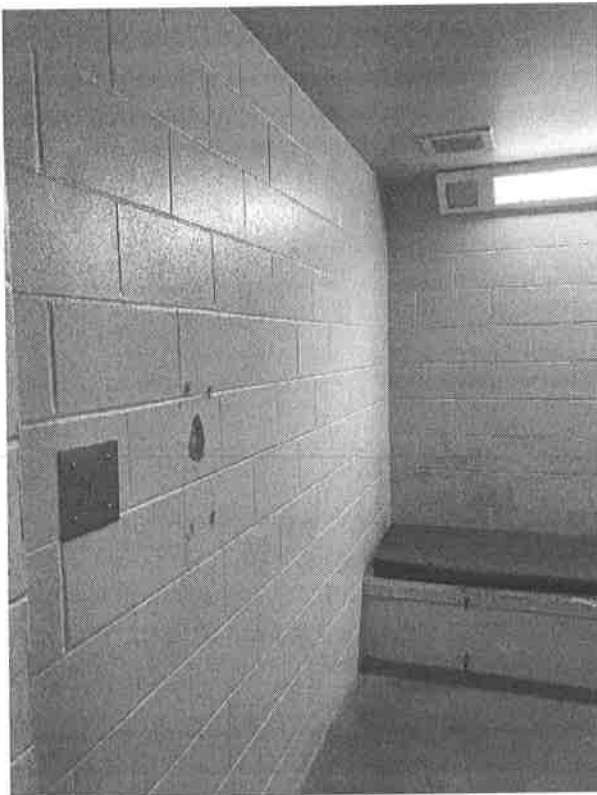


Interior of B Building's intercom rack (top and bottom of rack). The rack in C Building is essentially identical to this.

Boone County Jail, MO
Upgrade of the Security Intercom System



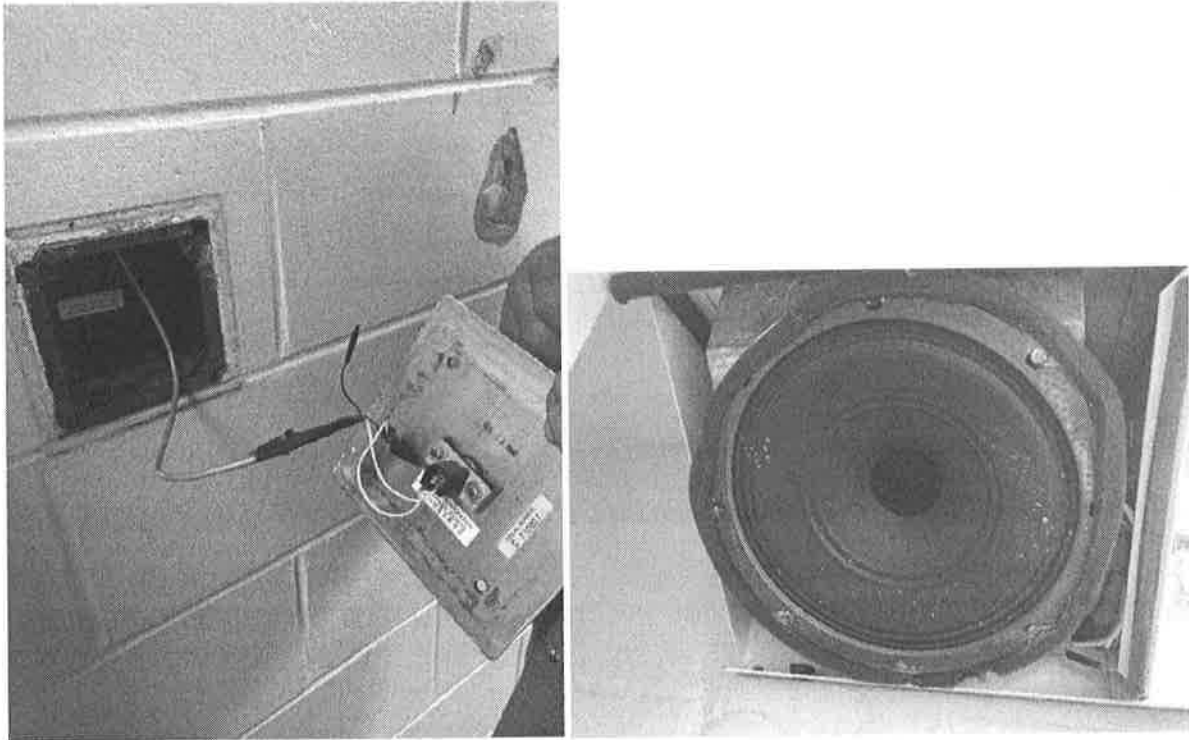
This is an example of what a typical intercom station looks like (height, width and mounting screws vary). This style is typically located in hallways at security doors.



In the above, left picture is an example of a cell light fixture with a built-in intercom station. Approximately 18 cells have a remote intercom pushbutton on the wall (see stainless steel plate to extreme left on cell wall). These pushbutton plates will be removed and replaced with a blank stainless steel plate. A new pushbutton will be installed through the outside case of the light fixture. In addition,

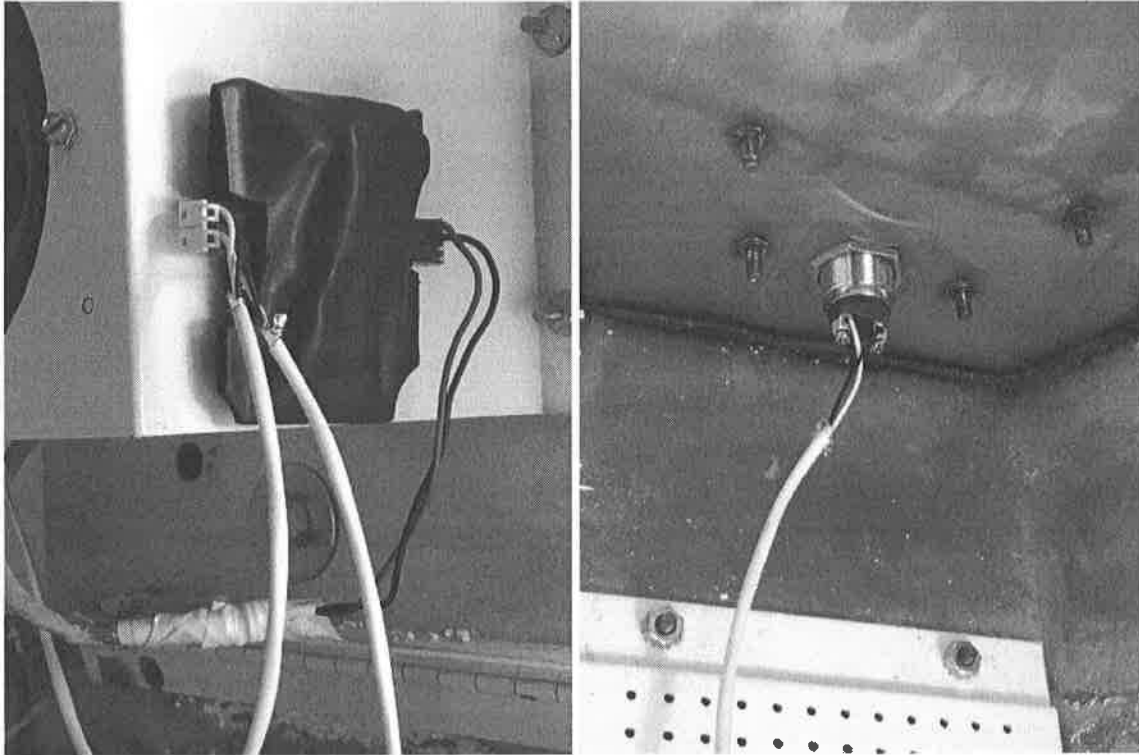
Boone County Jail, MO
Upgrade of the Security Intercom System

the old 8" speaker in the fixture will be replaced by a new 8" speaker and a small, insulated circuit board. The pushbutton and speaker will be plugged into the circuit board. Most cells do not have a separate pushbutton at this time – they will receive only a new speaker and circuit board (but will allow for the future installation of pushbuttons in future, if desired).



Above; pushbutton plate on left, 8" speaker on right (mounted in light fixture).

Boone County Jail, MO
Upgrade of the Security Intercom System

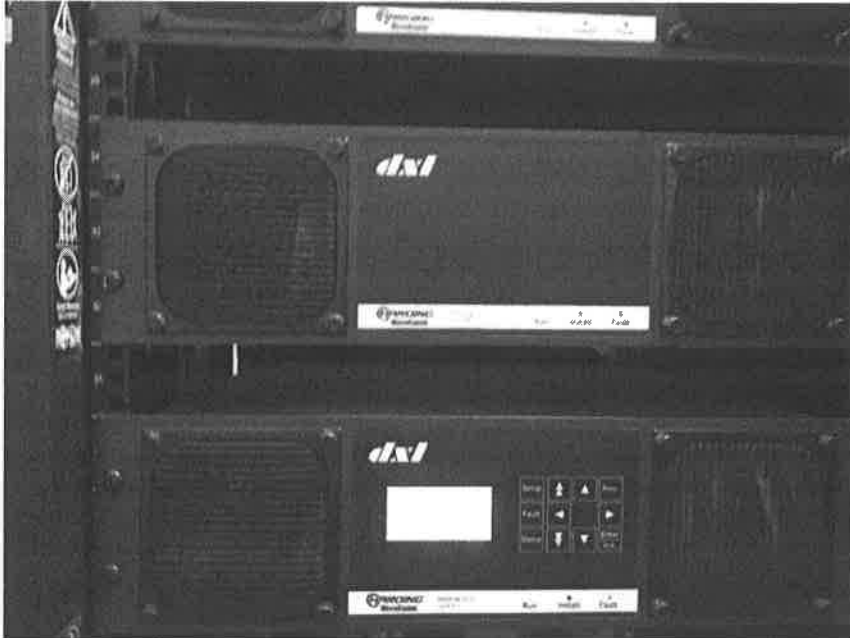


Above; an insulated circuit board (installed with Velcro tape) and vandal-proof pushbutton installed in a similar light fixture.

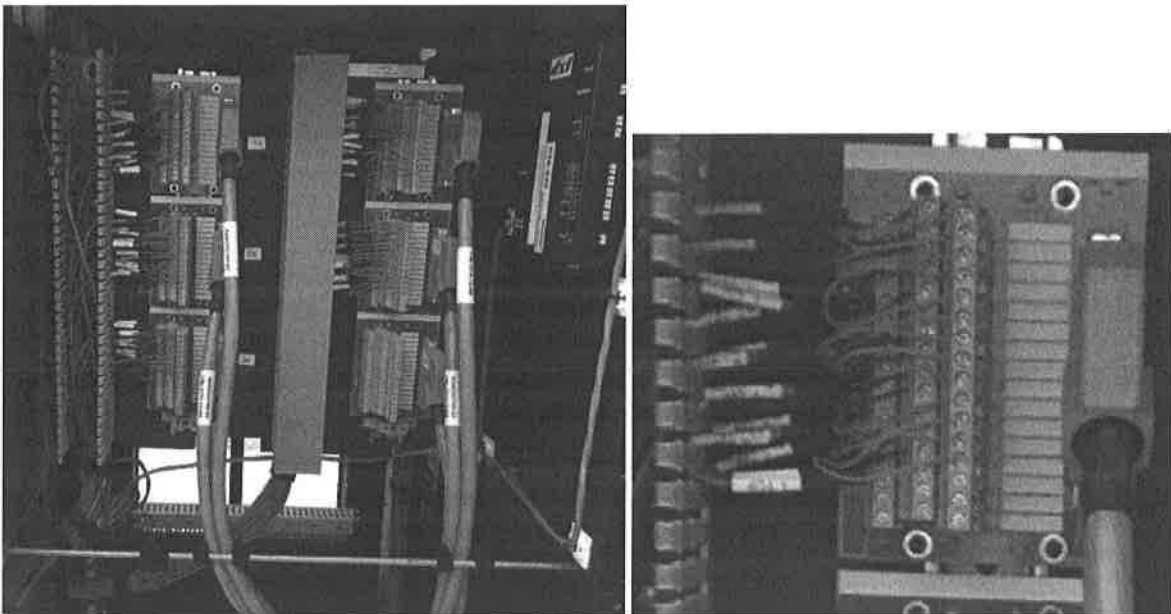


This is a new Harding "telephone-style" intercom Master Station. The buttons on the right side are programmable buttons, typically used for "speed dial" buttons for frequently used intercom stations and paging zones.

Boone County Jail, MO
Upgrade of the Security Intercom System



Above; a typical Harding intercom controller and controller expander in 19" rack.



Above; a typical installation of QCBs (Quick Connect terminal Boards) with field wires in Panduit on left side and QCB/Controller cables on right side of terminal boards.

Meyer Electric Co., Inc.

3513 North Ten Mile Drive
Jefferson City, MO 65109

Phone: (573) 893-2335

Fax: (573) 893-3686

E-mail: office@meyerelectric.net

June 10, 2022

Boone County Purchasing
Columbia, MO

Attn: Robert Wilson

Re: Boone County Jail
Upgrade Security Intercom System
Meyer Electric #ME35184

Gentleman:

We propose to furnish material and labor to install electrical work, on the above referenced project, per the following scope.

Includes:

- A. Pull additional, new Cat5e Ethernet cables and install a single jack port (surface mount or in wall plate) at Operator Control Stations.
 - Bldg A – 2 cables from Ethernet Switch in PLC cabinet to 2 locations in Control Room.
 - Bldg B – 1 Ethernet cable from PLC cabinet to Control Room Touchscreen computer.
 - Bldg C – 1 Ethernet cable from PLC cabinet to Control Room Touchscreen computer.
 - Bldg D – 1 Ethernet cable from PLC cabinet to Control Room Touchscreen computer.
- B. Replace old ceiling paging speakers with new (remove grille, replace unit, and re-install grilles).
 - Bldg A – Estimated 6 new speakers/transformer units (these are wired to B Bldg).
 - Bldg B – Estimated 6-7 new speaker/transformer units (2-story ceilings).
 - Bldg C – Estimated 10 new speaker/transformer units (2-story ceilings).
 - Bldg D – Estimated 5 new speaker/transformer units.
- C. Label all field wires in current Intercom System Panels.
 - Bldg A – Estimated 37 intercom stations - 1-2 cables for each) and no paging circuits (kitchen paging circuits are wired to Bldg B).
 - Bldg B – Estimated 62 intercom stations - 44 single pair cables and 18 other intercom stations (1-2 cables for each) and 8 paging circuits (8 single pair cables).
 - Bldg C – Estimated 61 intercom stations - 32 single pair cables and 18 other intercom stations (1-2 cables for each) and 8 paging circuits (8 single pair cables).
 - Bldg D – Estimated 16 intercom stations (1-2 cables for each) and 5 paging circuits (5 single pair cables).
- D. Install new intercom cable from new video conference room in Unit B to the intercom headend equipment. Utilize the existing conduit from the adjoining room as a path.
- E. Provide (4) new stainless Torx security bolts/screws and mount the intercom station back into its backbox.
- F. Test all new intercom stations to both the new intercom Master Station and local touchscreen computer. Corsair will assist with this testing.

- G. After the successful completion of installation and testing the new Harding intercom system in the building, remove all old Telecor intercom components.
- H. Includes the following procedure for the intercom cabinets in Buildings A, B, C & D:
- Remove all headend equipment from the swing racks.
 - Remove and dispose of the "swing racks", horizontal braces, and swing rack stops.
 - Remove all Telecor circuit boards, "66" blocks, specialized headend cables and much of the Panduit – as indicated on shop drawings.
 - Remove the Telecor Master Stations and CR-45 communication buss terminators from the touchscreen Operator's Station.
 - Remove the old Telecor communication buss cable from between the headend intercom cabinet and the touchscreen Operator's Station.
 - All equipment to be turned over to the institution after removal.

We will install the preceding for a sum of: \$66,783.00

Please advise if we can be of further service.

Sincerely,

MEYER ELECTRIC CO., INC.

Leon J. Keller

Leon J. Keller, President

c/o Chris Roberts, Estimator / PM