

100-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

22nd

day of

February

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Notice of Award for the construction of the Ben Williams Road Bridge No. 35000021 BRO-R010(020) over Tributary to Gans Creek, with concurrence from the Missouri Department of Transportation (MoDOT) to E & C Bridge, LLC and authorize the Presiding Commissioner to sign the Notice of Award.


Done this 22nd day of February 2024.

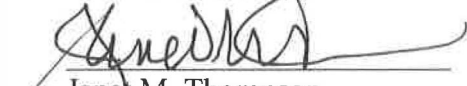
ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

NOTICE OF AWARD

TO: E&C Bridge, LLC
PO Box 48
California, MO 65018

PROJECT: BOONE COUNTY BRIDGE NO. 35000021 BRO-R010 (20)

Project Description: The proposed work includes the construction of a new 62' single-span, W27x114 steel girder bridge with galvanized steel piling (HP12x53), concrete abutments, Kansas Corral bridge railing, steel approach rails, traffic control, and all appurtenances.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$599,903.87 subject to concurrence of the Missouri DOT / Federal Highway Administration. The County has requested a concurrence of award from the MoDOT. You will be notified by our Engineer when the MoDOT has issued a concurrence of award. You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date you receive the notification from the Engineer.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of the notification from the Engineer, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 22nd day of February, 2024

BOONE COUNTY COMMISSION

By [Signature]

Title Presiding Commissioner

By [Signature]

Title County Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By E&C Bridge, LLC this the 12th day of March, 2024.

By [Signature] Title: Managing Member

February 21, 2024

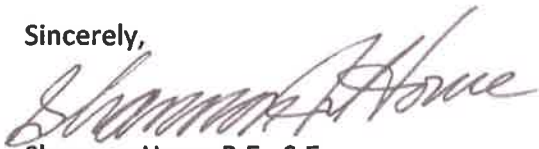
Boone County Commission
801 E. Walnut, Room 333
Columbia, MO 65201

**RE: Recommendation for Award
Boone County Bridge No 35000021 BRO-R010(20)**

Dear Commissioners,

There were 3 bids received and read for this project ranging from \$599,903.87 to \$680,390.75. We have reviewed the bids received and recommend the project be awarded to E&C Bridge, LLC for the amount of \$599,903.87. We have prepared the Notice of Award and the Contract Agreement, please sign 4 copies of each document and mail them back to us.

Sincerely,

A handwritten signature in black ink that reads "Shannon Howe".

Shannon Howe P.E., S.E.
Howe Company, LLC

Jeff McCann

From: Joanie M. Prenger <Joanie.Prenger@modot.mo.gov>
Sent: Tuesday, February 20, 2024 9:45 AM
To: Nikki
Cc: Jeff McCann; Douglas Thomas
Subject: FW: BRO-R010(020) Concurrence in Award Letter

Importance: Low

CAUTION: This email originated outside of boonecountymo.org. ONLY use links and attachments which are familiar.

Please see the Concurrence in Award and please let Doug Thomas know when the pre-construction meeting is as he needs to be in attendance.

Thank you,

Joanie Prenger

Transportation Coordinator
573-751-7399

From: Ashley M. Fick <Ashley.Fick@modot.mo.gov>
Sent: Tuesday, February 20, 2024 9:23 AM
To: Nikki <nikki@howecompany.com>
Cc: Joanie M. Prenger <Joanie.Prenger@modot.mo.gov>; Andrew C. Hanks <Andrew.Hanks@modot.mo.gov>; LPASubmit <LPASubmit@modot.mo.gov>; LPA_CD_Group <LPACDGroup@modot.mo.gov>
Subject: BRO-R010(020) Concurrence in Award Letter
Importance: Low

MoDOT

Missouri Department of Transportation

Patrick K. McKenna, Director

02/16/2024

Boone County
Nikki Moyer

Re: Concurrence in Award
BRO-R010(20)
Boone County Bridge No. 35000021

Dear Nikki Moyer

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to E&C Bridge, LLC, with a low bid of \$599,903.87. MoDOT's External Civil Rights have approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 4%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district representative.

Final Plans Package given to Bidders (include all addenda that were issued)
Fully Executed Contract
Payment Bond, Performance Bond
Insurance Certificate
Signed Worker Eligibility Verification Affidavit
Signed E-Verify Memorandum of Understanding (MOU)
Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing MoDOT's Federal Project Bid Proposal Boilerplate)

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your MoDOT district representative at <https://www.modot.org/contact-modot-lpa>, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,



Ashley Buechter, P.E.
Assistant State Design Engineer - LPA
(573)526-6997

Please forward the email, with your questions or concerns to your MoDOT district representative or to LPASubmit@modot.mo.gov

101 -2024

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February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

22nd

day of

February

20

24

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #1 to ARPA Funding Subrecipient Contract: C000728 - Room at the Inn with Columbia Interfaith Resource Center, a/k/a Room at the Inn to correct the Recipient Unique Entity Identifier number in the contract.


The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of February 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: February 13, 2024
RE: Amendment # 1 to ARPA Funding Subrecipient contract: *C000728 – Room at the Inn* with Columbia Interfaith Resource Center, a/k/a Room at the Inn

ARPA Funding Subrecipient contract *C000728 – Room at the Inn* was approved by commission for award to Columbia Interfaith Resource Center, a/k/a Room at the Inn on February 8, 2024, commission order # 66-2024.

The amendment corrects the Recipient Unique Entity Identifier number within the contract.

No encumbrance is required for this contract from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE
ROOM AT THE INN**

The Agreement, Boone County Contract **C000728**, dated February 8, 2024 made by and between Boone County, Missouri and **Columbia Interfaith Resource Center, a/k/a Room at the Inn** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. The UEI number included on the *Data Collection Attachment* in the contract is not correct. Please provide the correct UEI number:

Recipient Unique Entity Identifier (UEI) INC-GSAFSD8054222

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**Columbia Interfaith Resource Center
a/k/a Room at the Inn**

Boone County, Missouri
By: Boone County Commission

By DocuSigned by:
Deborah Graham
4E0227C85F3843D...

Board President

Title _____

DocuSigned by:
Kip Kendrick
57400BED96434D4...

Kip, Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

DocuSigned by:
Brianna L. Lennon
D267E242BFB048C...

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.)

<u>DocuSigned by: Kyle Riemer by J 8C24BD04EE7A483...</u>	<u>2/14/2024</u>	<u>2983-84200 – No Encumbrance Required</u>
Signature	Date	Appropriation Account

102

-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

February Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 22nd day of February 20 24


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

Now on this day, the County Commission of the County of Boone does hereby approve an ARPA Subrecipient Agreement with Love Columbia Corp. for Transitional Housing.

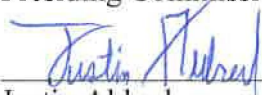
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.


Done this 22nd day of February 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: February 13, 2024
RE: ARPA Funding Subrecipient: *C000747 – Transitional Housing with Love* Columbia Corp.

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract # *C000747 – Transitional Housing with Love* Columbia Corp. The ARPA funds will be used to help construct a new six-plex apartment building that will expand Extra Mile Homes. Extra Mile Homes is a transitional housing program for homeless families with children. In this 6–9-month program, families are provided free housing and intensive case management, as well as financial and housing coaching.

Contract award is for a not to exceed amount of \$100,000,000.00 and will be paid from department 2983 – American Rescue Plan Act, account 82400 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.

street work, utilities at Boone Prairie Village. At the completion of this project 30 more lots will be prepared and designated for the construction of low-income family homes.

In2Action – Community Enrichment Program

\$1,200,000.00

Contract #: C000727

Project #: 061

Scope of Work: The ARPA funds will be used help purchase, renovate, and staff a permanent location for the Community Enrichment Program. The funds will also be used for start-up costs, equipment, supplies, technology, and administrative costs needed for the operation of the program. The Community Enrichment Program exists to address the social determinates of health of the justice involved and those with substance abuse disorders. The program will provide substance abuse disorder respite services, access to peer recovery support services, and workforce and professional development services to improve financial stability.

Columbia Interfaith Resource Center a/k/a Room at the Inn – Room at the End

\$206,000.00

Contract #: C000728

Project #: 078

Scope of Work: The ARPA funds will be used to provide additional shelter beds for homeless individuals. Room at the Inn will use the funds to cover operational costs of their Emergency Shelter so that it can stay open until the Opportunity Center opens in Spring 2025. Operational costs can include salaries, shelter supplies, insurance costs, supplies for guests, and other administrative expenses.

Southern Boone County Schools – Expansion of the Educational Agriculture Program

\$450,000.00

Contract #: C000729

Project #: 083

Scope of Work: The ARPA funds will be used to expand the educational agriculture program to supplement food services with vegetables grown by students. Expansion of this program will increase opportunities for students to learn new skills and address the impacts of lost instructional time. Expenditures under this program include purchasing and constructing two greenhouses which will be used to grow food year-round.

United Community Builders Community Development Corporation – New Community Center Building

\$750,000.00

Contract #: C000730

Project #: 094



AGREEMENT FOR ARPA FUNDING
Boone County Contract #C000747
Transitional Housing

THIS AGREEMENT dated the 22nd day of February, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Love Columbia Corp. (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed One Million Dollars (\$1,000,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:

- i. Complete the work set out in the attached Scope of Work.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations including required contract provisions in the administration of the project.
- iii. Agency will present draw-down requests to on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
- vii. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2026.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021; and 3) all funds were expended prior to December 31, 2026.
- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.

- c. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- d. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- e. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- f. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- g. The person signing the final certification has authority to do so on behalf of and for Agency.

6. ***Avoiding Duplication of Funding.*** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

8. ***Modification or Amendment.*** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

10. ***Discrimination.*** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. **Employment of Unauthorized Aliens Prohibited.** Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

14. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

16. **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.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

22nd

day of

February

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000715 (CC240753003) with GRD 2033, Inc. DBA Rusty Drawing Chevrolet for the purchase of one (1) 2023 Chevy Silverado 1500 Crew LT with 4WD.

The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of February 2024.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd., Rm 206
Columbia, MO 65201
Phone: (573) 886-4393

MEMORANDUM

TO: Notice of Amendment to Contract *C000715 (CC240753003) – Motor Vehicles with Rusty Drawing*

FROM: Amy Gerskin, Buyer

DATE: January 31, 2024

RE: Amendment Number One – C000715 (CC240753003) – Motor Vehicles with Rusty Drawing

Contract *C000715 (CC240753003) – Motor Vehicles with Rusty Drawing* was approved by commission for award to Rusty Drawing Chevrolet on January 23, 2024, commission order # 32-2024.

This amendment cancels the contract effective January 31, 2024. This is due to an error in the solicitation process at the County that was not in conformity with the specifications of the original State of Missouri QVL.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE
C000715 (CC240753003) – MOTOR VEHICLES WITH RUSTY DREWING**

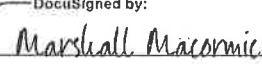
County contract # **C000715**, awarded from the State of Missouri Office of Administration cooperative contract CC240753003, dated January 23, 2024, made by and between Boone County, Missouri, and **GRD 2033, Inc. DBA Rusty Drawing Chevrolet** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- I. The contract award is being rescinded without penalty or recourse to either Rusty Drawing Chevrolet. or the County of Boone.

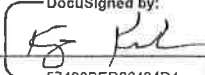
IN WITNESS WHEREOF the parties acknowledge termination of said contract through their duly authorized representatives.

**GRD 2033, Inc., DBA
RUSTY DREWING CHEVROLET**

BOONE COUNTY, MISSOURI

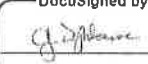
By  _____
DocuSigned by:
5163413E814D4E8...
Title sales

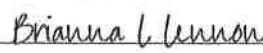
By: Boone County

 _____
DocuSigned by:
57400BED98434D4...
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

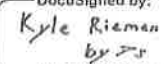
ATTEST:

 _____
DocuSigned by:
7D71DEAE89D74DD...
CJ Dykhous, County Counselor

 _____
DocuSigned by:
D267E242BF8948C...
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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

 _____
DocuSigned by:
E3D6F2FD3CE04B1...

2/5/2024

2040/92400: \$47,134.00

Signature

Date

Appropriation Account