

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

July Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

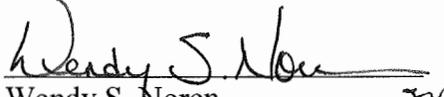
24th day of July 20 03

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

Now on this day the County Commission of the County of Boone does hereby award bid 23-29APR03 for 9-1-1 Geographic Information System to GeoCOMM. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said contract.

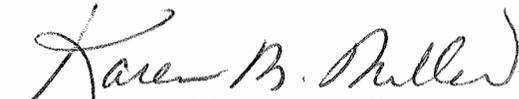
Done this 24th day of July, 2003.

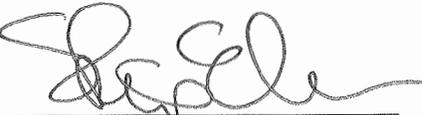
ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT

Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

358-2003

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: July 16, 2003
RE: 23-29APR03 – 9-1-1 Geographic Information System

The Proposal for 9-1-1 Geographic Information System closed on April 29, 2003. A total of six proposal responses were received. The evaluation committee consisted of Brian Maydwell from Public Safety Joint Communication, Ross Short from Boone County GIS department, and Mark Neckerman and Jeff Schoby, both from the City of Columbia's IT department. After review and short listing the proposals, the evaluation team observed presentations and interviewed three firms. Following clarification questions, reference checks and further review, the committee recommends award to GeoCOMM, Inc. for offering the best match for Boone County for this project

This contract will be paid out of department 2020 – Emergency Telephone, account 91300 – Machinery & Equipment. Total contract award is \$101,270. The original budget for this project was \$175,000 and \$175,000 remains in that account.

Please find attached a copy of the proposal evaluation and Bid Tabulation for your review.

ATT: Proposal Evaluation & Bid Tabulation

cc: Brian Maydwell, PSJC
Cathy Richards, Commission
Proposal File

Proposal Tabulation

23-29APR03 - 9-1-1 Geographic Information System

Request for Proposals Received From the Following Offerors:

<u>Offeror Name:</u>	
1) Microdata GIS Inc. - Saint Johnsbury, VT	
2) IKIFA, Turman & Assoc. - Pasadena, CA	
3) Compasscom, Inc. - Centennial, CO	
4) GEO Comm - Saint Cloud, MN	
5) Spatial Data Research, Inc. - Lawrence, KS	
6) Positron Inc. - Kansas City, MO	

NO BIDS

Kucera International Inc.
Shafer, Kline & Warren, Inc.
DecisionOne
M.J. Harden Associates, Inc.
Bucher, Willis & Ratliff
L. Robert Kimball & Associates, Inc.
Rose International

Opened By: Melinda Bobbitt
Recorded By: Debbie Crutchfield
Date: April 29, 2003
Time: 1:30 p.m.

Bid Tabulation
 23-29APR03 - 9-1-1 Geographic Information System

		Positron	GEOComm	MicroDATA GIS, Inc.	Spartial Data Research, Inc.	Ikhifa, Turman & Associates, LLC	CompassCom
5.1.	9-1-1 Geographic Information System (Breakdown software & hardware proposed as well as any additional data creation Offeror proposes as necessary.						
	Hardware:	\$ 18,619.00	\$ 15,570.00	0	\$ 45,000.00	\$60,000.00	\$ 12,800.00
	Software:	\$ 30,000.00	\$ 40,000.00	\$ 60,000.00	\$ 45,000.00	\$31,500.00	\$ 18,000.00
	Additional Features:						
		Deployment Services \$12,145.00	Project Management, Installation & training \$20,700.00	Back Office software/training \$ 43,695.00	No response	Data Creation \$ 90.00 per hour (As Required)	No response
		Training Services \$5,050.00	Map Data Analysis, Tweaking & Creation \$23,575.00	MSAG/ALI-GIS synchronization assistance \$ 14,500.00	No response	ERDAS Annual Software Maintenance Cost \$ 525.00	No response
		Additional Features \$3,500.00		Site Layer Development Quote on Request	No response		No response
5.2.	Maintenance/ Support (First Year)	\$9,831.42	Software \$6,600.00 Hardware N/C (Normal Bus Hrs), Hardware \$7344.00 Per yr. (24x7)	\$ 9,760.00 Per Year (Front Office Only) \$ 6,160.00 (Back Office Only)	\$ 5000.00 per year	\$ 2995.00 per year	\$ 38,000 per year
	Maintenance/ Support (Second Year)	\$9,831.42	\$6,600	No response on % increase	No response on % increase		\$41,800
	Maintenance/ Support (Third Year)	\$9,831.42	\$6,798	No response on % increase	No response on % increase		\$45,980
	TOTAL COST THROUGH YEAR 3	\$98,808.26	\$119,843 (Train the Trainer) or \$129,443 Train 30 Users)	Not sure not knowing increase in years 2 & 3, but estimating over \$147,475	Not sure not knowing increase in years 2 & 3, but estimating over \$105,000	?	\$156,580

5.3.	Optional Pre-Paid Maintenance/Support	\$ 29494.26 per year	Software \$19,800.00 Per Year Hardware N/C (Normal Bus Hrs) Hardware \$ 22,032.00 Per Yr. (24x7)	\$ 9,760.00 per yr (Front Office Only) \$ 6,160.00 (Back Office Only)	\$ 5000.00 per year	\$ 3,000.00 per year	\$ 35,000. per year
5.4.	Labor rate for the work beyond that covered by the maintenance agreement per hour	\$ 150.00 Per Hour	\$ 95.00 Per Hour + \$ 50.00 Per hour Travel Time & Expenses.	\$ 100.00 Per Hour	\$ 90.00 Per Hour	\$ 120.00 per hour	\$ 85.00 per hour

Bid Tabulation

23-29APR03 - 9-1-1 Geographic Information System

		Positron	GEO	MicroDATA GIS, Inc.	Spatial Data Research, Inc.	Ikhifa, Turman & Associates, LLC	CompassCom
	1st renewal +/-%	Plus 0 Minus 0	Plus 0 Minus 0	No Response	No Response	No Response	Plus10% Minus 10%
	2nd renewal +/-%	Plus 0 Minus 0	Plus 3% Minus 0	No Response	No Response	No Response	Plus10% Minus 10%
	3rd renewal +/-%	Plus 0 Minus 0	Plus 3% Minus 0	No Response	No Response	No Response	Plus10% Minus 10%
5.6.	Additional Cost to Complete						
5.6.1.	\$	N/A	See additional pricing options on their attachment	No Response	No Response	No Response	No Response
5.6.2.	\$	N/A	See additional pricing options on their attachment	No Response	No Response	No Response	No Response
Addendum #1 Received?		No Response	Yes	Yes	Yes	No Response	Yes
Addendum #2 Received?		No Response	Yes	Yes	No Response	No Response	Yes

No Bids

Kucera International, Inc.
 Shafer, Kline & Warren, Inc.
 DecisionOne
 M.J. Harden Associates, Inc.
 Bucher, Willis & Ratliff
 L. Robert Kimball & Associates, Inc.
 Rose International

Opened By: Melinda Bobbitt

Recorded By: Debbie Crutchfield

Date: 4/29/2003

Time: 1:30 PM

7/15/03

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

NEW

GeoComm Inc.

320-240-0040

VENDOR NO.

VENDOR NAME

PHONE #

601 W. St. Germain Street
ADDRESS

St. Cloud
CITY

MN 56301
STATE ZIP

358-2003

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and

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

Tra

*Replaces Previous
Purch. Req. signed
by Skip & Alan
JP*

on:
ment
bution

#23-29APR03

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2020

Ship to Department # 2020

Department				Account				Item Description	Qty	Unit Price	Amount
2	0	2	0	9	1	3	0 0	Project Management	1	4500	4500
								Installation	1	5400	5400
								GeoLynx Dispatch Mapping Software Training-Train the Trainer	1	4800	4800
								GeoLynx Administrator Software Training	1	6000	6000
								Map Analysis	1	1200	1200
								GeoFile Analysis	1	1000	1000
								Cell Sites & Sectors	225	75	16875
								Map Layer Development and/or Tweaking	1	5500	5500
								GeoLynx Dispatch Mapping Software	8	5000	40000
								Optional GeoPoit Software	1	5995	5995
								Optional GeoPoint Training	1	5000	5000
								Development of GEAC CAD System	1	5000	5000
CLERK'S OFFICE											
*DO NOT UNSTAPLE THESE PAGES											
*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.											
										\$101,270	

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

Requesting Official

Auditor Approval

PURCHASE AGREEMENT FOR 9-1-1 GEOGRAPHIC INFORMATION SYSTEM

THIS AGREEMENT dated the 24 day of JULY 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and GeoComm 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 9-1-1- Geographic Information System, County of Boone Request for Proposal for a 9-1-1- Geographic Information System, proposal number **23-29APR03** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Form, Exhibit A, Addendum Number One, Addendum Number Two, Best and Final Offer Number One, e-mail quote per Paul Arnesen dated July 9, 2003, as well as the Contractor's proposal response dated April 28, 2003, executed by Dan Rudningen, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, Addendum Numbers One and Two, the Best and Final Offer Number One, e-mail quote per Paul Arnesen dated July 9, 2003, and the unexecuted Response Form shall prevail and control over the Contractor's proposal response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish, deliver, install, and train, to the Public Safety Joint Communication department, a total 9-1-1 Geographic Information "Train the Trainer" System with Support/Maintenance Agreement Warranty **for the period from date of installation completion through one year** for a total purchase price of \$101,270.00, which includes the following:

GeoComm Services	
Project Management	\$4,500.00
Installation	\$5,400.00
GeoLynx Dispatch Mapping Software Training (Train the Trainer)	\$4,800.00
GeoLynx Administrator Software Training	\$6,000.00
Map Analysis	\$1,200.00
GeoFile Analysis	\$1,000.00
Cell Sites & Sectors	\$16,875.00
Map Layer Development and/or Tweaking	\$5,500.00
GeoComm Software & Hardware	
GeoLynx Dispatch Mapping Software	\$40,000.00
Optional Items:	
Optional GeoPoint Software	\$5,995.00
Optional GeoPoint Training	\$5,000.00
Development of GEAC CAD system	\$5,000.00

All new 9-1-1 Geographic Information System and the Furnishing, Delivery, Installation and Training of such shall be provided in conformity with the proposal specifications and as set forth in the Contractor's proposal response.

3. **Delivery** - Contractor agrees the completion days to furnish, deliver, install and train Public Safety Joint Communication personnel on the 9-1-1 Geographic Information System shall be no more than 180 days from date of contract award. GeoCOMM shall conduct review meetings at 30, 60, and 90-days to validate installation and user training.

4. **Billing and Payment** - All billing shall be invoiced to Public Safety Joint Communication following acceptance by the County of the 9-1-1 Geographic Information System project. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services 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 invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

GEOCOMM INCORPORATED

BOONE COUNTY, MISSOURI

By: Janet Moniz
Title: Treasurer

By: Boone County Commission
Karen B. Miller
~~Keith Schnarre, Presiding Commissioner~~
KAREN M. MILLER, Acting President
ATTEST:

APPROVED AS TO FORM:

[Signature]
County Counselor

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

AUDITOR CERTIFICATION

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

101,270.00

2020-91300 - ~~\$159,570.00~~

Signature June Pitchford by KF Date 7/17/2003 Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

July Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

24th day of

July 20 03

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

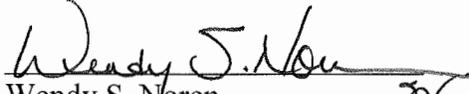
Now on this day the County Commission of the County of Boone does hereby award bid MM38 for Rock Salt and Sodium Chloride Term and Supply as follows:

- Bagged Rock Salt – Award to Independent Salt Company
- Bulk Sodium Chloride – Award to North American Salt Company – Highway Division
- Bagged Potassium Chloride – Award to North American Salt Company – Bagged Division

It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said contracts.

Done this 24th day of July, 2003.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT

Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

359-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: MM38 – Rock Salt and Sodium Chloride Term and Supply
DATE: July 18, 2003

The Mid-Missouri Public Purchasing Cooperative issued the above reference bid. The participating entities were Boone County, the City of Columbia and the City of Centralia. After evaluating the responses, we recommend a line item award. For the bagged Rock Salt we recommend award to Independent Salt Co. for \$1.65/50# bag. For the bulk Sodium Chloride we recommend award to North American Salt Co. – Highway Division for \$36.37/ton. And for the bagged Potassium Chloride we recommend award to North American Salt Co. – Bagged Division for \$5.82/50# bag. Boone County Public Works budgeted \$126,000 this year for salt purchases to be paid from organization 2040 account 26300.

The bid tabulation is attached.

BID TABULATION

MM38-Rock Salt and Sodium Chloride-Term and Supply

Gunther Salt Company St. Louis, MO	Independent Salt Co. Kanopolis, KS	North American Salt Co. Overland Park KS	Morton Salt Chicago, IL
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Bid Prices For August 1 - March 31 Are As Follows

Description	Unit	Qty	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
1 Rock Salt	Bag	8000	\$ 3.50	\$ 28,000.00	\$ 1.65	\$ 13,200.00	\$ 2.75	\$22,000.00	\$ 2.99	\$ 23,920.00
2 Sodium Chloride	Tons	3500	\$ 48.50	\$ 169,750.00	\$ 36.77	\$ 128,695.00	No Bid		\$ 44.00	\$ 154,000.00
3 Potassium Chloride	Bag	240	No Bid		No Bid		\$ 5.82	\$ 1,396.80	No Bid	
Total				\$ 197,750.00		\$ 141,895.00		\$ 23,396.80		\$ 177,920.00

Bid Prices For April 1- July 31 Are as Follows

4 Rock Salt	Bag	2000	\$ 3.50	\$ 7,000.00	\$ 1.65	\$ 3,300.00	\$ 2.75	\$ 5,500.00	\$ 2.99	\$ 5,980.00
5 Sodium Chloride	Tons	1000	\$ 48.50	\$ 48,500.00	\$ 36.77	\$ 36,770.00	No Bid		\$ 44.00	\$ 44,000.00
6 Potassium Chloride	Bag	100	No Bid		No Bid		\$ 5.82	\$ 582.00	No Bid	
Total				\$ 55,500.00		\$ 40,070.00		\$ 6,082.00		\$ 49,980.00

7 Renewal Increases

Max Increase for renewal for each year			6%		5%		3%		5%	
Co-op?			No		No		No		Yes	
Delivery			1-3 days		7-14 days		3-5 days		1-5 days	

Ren Potterfield Trucking Monroe City, MO	North American Salt Co. Overland Park KS 2
---	---

Bid Prices For August 1 - March 31 Are As Follows

<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Ext Price</i>	<i>Unit Price</i>	<i>Ext Price</i>
1 Rock Salt	Bag	8000	No Bid		No Bid	
2 Sodium Chloride	Tons	3500	\$ 48.00	\$ 168,000.00	\$ 36.37	\$ 127,295.00
3 Potassium Chloride	Bag	240	No Bid		No Bid	
Total				\$ 168,000.00		\$ 127,295.00

Bid Prices For April 1- July 31 Are as Follows

4 Rock Salt	Bag	2000	No Bid		No Bid	
5 Sodium Chloride	Tons	1000	\$ 48.00	\$ 48,000.00	\$ 36.37	\$ 36,370.00
6 Potassium Chloride	Bag	100	No Bid		No Bid	
Total				\$ 48,000.00		\$ 36,370.00

7 Renewal Increases

Max Incease for renewal for each	No Response	7%
Co-op?	No	Yes
Delivery	7 days	3-5 days

RECEIVED JUL 18 2003

**PURCHASE AGREEMENT
FOR
ROCK SALT AND SODIUM CHLORIDE TERM AND SUPPLY**

THIS AGREEMENT dated the 24 day of, JULY 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and North American Salt Co.-Highway Sales Dept., herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this agreement for Rock Salt and Sodium Chloride Term and Supply, Mid-Missouri Public Purchasing Cooperative Request for Bid for Rock Salt and Sodium Chloride Term and Supply, bid number MM38, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Linda Winter). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with bulk Rock Salt when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests within 14 days and in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending March 31, 2004. This agreement may be extended beyond the expiration date by order of the County for four additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions

thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

- 6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

**NORTH AMERICAN SALT CO.
HIGHWAY SALES DEPT**

by *Linda Winter*
Linda Winter
title *SALES Manager*

BOONE COUNTY, MISSOURI

by: Boone County Commission
Karen M. Miller
~~Keith Schnarre, Presiding Commissioner~~
KAREN M. MILLER, Acting

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u><i>no encumbrance required</i></u>	<u><i>7/21/03</i></u>	Term/Supply
Signature	Date	Appropriation Account

Boone County Purchasing

Debbie Crutchfield
Office Specialist



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

February 27, 2004

Linda Winter
North American Salt
8300 College Blvd.
Overland Park, KS 66210

 **COPY**

RE: MM38 – Rock Salt and Sodium Chloride Term & Supply

Dear Ms. Winter:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated February 20, 2004, you agree to renew the contract under the same terms and conditions as the original contract, with a 5% increase over the current contract price, which you indicated in your returned letter of intent. This contract renewal date will cover through March 31, 2005.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File
Auditor

359-2003

Debbie Crutchfield
Office Specialist



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

February 20, 2004

North American Salt Company
Linda Winter
8300 College Blvd.
Overland Park, KS 66210

RE: MM38 - Rock Salt and Sodium Chloride Term and Supply

Dear Ms. Winter:

The County of Boone is interested in renewing the above referenced contract that expires on March 31, 2004. Please indicate your intention below and return by **February 29, 2004**.

Linda Winter of North American Salt Company agree to renew ^{North American} ~~Independent~~ Salt Company for an additional year under the same terms and conditions as set in the current contract with a 5 % increase over the current contract prices.

Linda Winter
Signature

2/26/04
Date

I _____ of North American Salt Company. Do not wish to renew the above referenced contract.

Signature

Date

I will share these terms and price increases with the Public Works Department. If they agree to renew, I will send you a confirmed contract renewal letter. Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Debbie Crutchfield
Office Specialist
Cc Bid File

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

RECEIVED JUL 18 2003

**PURCHASE AGREEMENT
FOR
ROCK SALT AND SODIUM CHLORIDE TERM AND SUPPLY**

THIS AGREEMENT dated the 24 day of, JULY 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Independent Salt Co., herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this agreement for Rock Salt and Sodium Chloride Term and Supply, Mid-Missouri Public Purchasing Cooperative Request for Bid for Rock Salt and Sodium Chloride Term and Supply, bid number MM38, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Steven K. Olson). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with bagged Rock Salt when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests within 14 days and in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending March 31, 2004.
- 6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

INDEPENDENT SALT CO.

BOONE COUNTY, MISSOURI

by *J. K. Olson*
 title VP-Distribution

by: Boone County Commission
Karen M. Miller
~~Keith Schmarre, Presiding Commissioner~~
KAREN M. M. UEL, Acting Presiding

APPROVED AS TO FORM:

ATTEST:

[Signature]
 County Counselor

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

AUDITOR CERTIFICATION

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

no encumbrance required *7/21/03* Term/Supply
 Signature *by se* Date Appropriation Account

Boone County Purchasing

Debbie Crutchfield
Office Specialist



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

March 11, 2004

Steve Olson
Independent Salt Company
PO Box 36
Kanopolis, MO 67454

 **COPY**

RE: MM38 – Rock Salt and Sodium Chloride Term & Supply

Dear Ms. Winter:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated February 20, 2004, you agree to renew the contract under the same terms and conditions as the original contract, with a 3% increase over the current contract price, which you indicated in your returned letter of intent. This contract renewal date will cover through March 31, 2005.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File
Auditor

359-2003

Debbie Crutchfield
Office Specialist



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

RECEIVED

FEB 23 2004

INDEPENDENT SALT COMPANY

February 20, 2004

Independent Salt Company
Steve Olson
P.O. Box 36
Kanopolis, MO 67454

RE: MM38 – Rock Salt and Sodium Chloride Term and Supply

Dear Mr. Olson:

The County of Boone is interested in renewing the above referenced contract that expires on March 31, 2004. Please indicate your intention below and return by **February 29, 2004**.

I STEVE OLSON of Independent Salt Company agree to renew Independent Salt Company for an additional year under the same terms and conditions as set in the current contract with a 3 % increase over the current contract prices.

Steve Olson
Signature

02-24-04
Date

I _____ of Independent Salt Company. Do not wish to renew the above referenced contract.

Signature

Date

I will share these terms and price increases with the Public Works Department. If they agree to renew, I will send you a confirmed contract renewal letter. Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Debbie Crutchfield
Office Specialist
Cc Bid File

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

RECEIVED JUL 18 2003

**PURCHASE AGREEMENT
FOR
ROCK SALT AND SODIUM CHLORIDE TERM AND SUPPLY**

THIS AGREEMENT dated the 24 day of, JULY 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and North American Salt Co. Bagged Division, herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this agreement for Rock Salt and Sodium Chloride Term and Supply, Mid-Missouri Public Purchasing Cooperative Request for Bid for Rock Salt and Sodium Chloride Term and Supply, bid number MM38, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Sean Lierz). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with bagged Potassium Chloride when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests within 5 days and in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending March 31, 2004. This agreement may be extended beyond the expiration date by order of the County for four additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided,

however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

- 6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

**NORTH AMERICAN SALT CO.
HIGHWAY SALES DEPT**

BOONE COUNTY, MISSOURI

by _____
title _____

by: Boone County Commission
Karen M. Miller

Keith Schmarre, Presiding Commissioner
KAREN M. MILLER, ACTING

APPROVED AS TO FORM:

ATTEST:

[Signature]

County Counselor

Wendy S. Noren

Wendy S. Noren, County Clerk *W*

AUDITOR CERTIFICATION

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

no encumbrance required 7/21/03
Signature _____ Date _____

Term/Supply _____
Appropriation Account _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

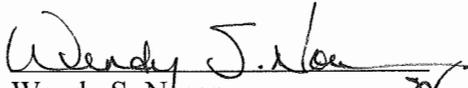
July Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 24th day of July 20 03
 the following, among other proceedings, were had, viz:

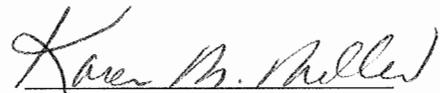
Now on this day the County Commission of the County of Boone does hereby approve Change Order #2 for the Georgetown Subdivision Storm Drainage Improvements project in the amount of \$6,572.50. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said change order.

Done this 24th day of July, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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

Change Order No.: Two (2)

Job No.: 9710

Date: 7-14-03

Project Location: **Georgetown Subdivision Storm Drainage Improvements**

Contractor: Lehman Construction, L.L.C.

360-2003

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

Description of Changes: See attached sheet (Exhibit A)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

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

Contract Amount: Add to the Contract Amount a total of

Six Thousand Five Hundred and Seventy-two Dollars and 50/100 \$ 6,572.50

CONTRACTOR - Lehman Construction, L.L.C.

SIGNATURE

Lehman

DATE

7-15-03

Recommended by: Project Manager

Approved by Director

DWM

SIGNATURE

J.P. Wath II

DATE

7-14-03

Accepted by: Boone County

SIGNATURE

Karen M. Muller

DATE

7/24/03

CERTIFICATION:
 I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
 Date 7/17/03
 Auditor [Signature]

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$ 144,050.00
PREVIOUS ADDITIONS - CHANGE ORDER # 1	\$ 28,105.00
TOTAL ADJUSTED CONTRACT AMOUNT	\$ 172,155.00
PREVIOUS DEDUCTIONS	\$ 0.00
NET PRIOR TO THIS CHANGE	\$ 172,155.00
AMOUNT OF THIS CHANGE <u> X </u> ADD <u> </u> DEDUCT	\$ 6,572.50
CONTRACT AMOUNT TO DATE	\$ 178,727.50

EXHIBIT A

Georgetown Subdivision Storm Drainage Improvements
Change Order # 2
7-14-03

Item	Description	Add / Subtract	Unit	Quantity	Unit Price	Cost
1	Excavation, Tree & Brush Removals, and Grading	Add	LS	1	\$ 1,621.50	\$ 1,621.50
2	Raise Manhole and Removal of bushes	Add	LS	1	\$ 720.00	\$ 720.00
3	Provide a Concrete Flume w/ toe wall @ area inlet in Detention Berm.	Add	LS	1	\$ 1,130.00	\$ 1,130.00
4	Provide ditching east of detention berm. Grade 24" CMP to drain. Remove excess material	Add	LS	1	\$ 900.00	\$ 900.00
5	Provide additional lime, seed and mulch to project.	Add	LS	1	\$ 401.00	\$ 401.00
6	Provide additional erosion control fabric in berm detention basin to control erosion and the washing away of soils.	Add	LS		\$ 1,800.00	\$ 1,800.00
Total Cost of Current Change Order						\$ 6,572.50

PO # 2002-391

Original Contract Amount-No Contingency Identified	144,049.00
Contingency included on PO	23,400.00
Assumed Contingency @ 10% of Original Contract	14,404.90
Ceiling Per Change Order @ 5% of Original Contract	7,202.45

Change Order #1

PO #2003-168

28,105.00

3/17/2003

Action Required Change Order #1

HEARING REQUIRED

Change Order #2

6,572.50

7/16/2003

Less Total Change Orders (Includes Current Change Order) **34,677.50**

Available Contingency **(20,272.60)**

Action Required re: Total Change Orders

HEARING REQUIRED

Addition to PO