

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 05

County of Boone

In the County Commission of said county, on the

11th day of January 20 05

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

Now on this day the County Commission of the County of Boone does hereby approve the Telephone Maintenance Agreement with Centurytel. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said agreement.

Done this 11th day of January, 2005.

absent
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

ATTEST:

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

5-2005

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

5-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: December 28, 2004
RE: Telephone Maintenance Agreement

Boone County has historically contracted with the local telephone company for telephone hardware maintenance. CenturyTel has provided rates per phone to maintain the equipment. Boone County currently requires maintenance on 120 phones for the Government Center and the Johnson Building. The cost calculates to \$1,844.01 for the period January 1, 2005 through December 31, 2005 and can be adjusted for additional units. The Purchasing Department is requesting approval and acceptance of this agreement.

cc: Contract File

12/30/04

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

PURC

DATE

3052

CenturyTel

To: County Clerk's Office

VENDOR NO.

VENDOR NAME

Comm Order # 5-2005

ADDRESS

CITY

Return to Auditor's Office

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

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

Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain): This is a renewal of an existing agreement (CO 21-2004).
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

(Enter Applicable Bid / Sole Source / Emergency Number)

RECEIVED

JAN 03 2005

BOONE COUNTY AUDITOR

Ship To Department #

Bill To Department #

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 1 0	6 0 0 5 0	Assessor-Telephone Hardware Maintenance 1/1/05-12/31/05	1	305.55	305.55
1 1 1 0	6 0 0 5 0	Auditor	1	51.03	51.03
1 1 5 0	6 0 0 5 0	Collector	1	129.15	129.15
1 1 3 1	6 0 0 5 0	Clerk	1	116.55	116.55
1 1 2 1	6 0 0 5 0	Commission	1	118.44	118.44
1 1 7 0	6 0 0 5 0	Information Technology	1	186.48	186.48
1 1 9 4	6 0 0 5 0	Mail Services <i>OK to override se</i>	1	17.01	17.01
1 1 7 5	6 0 0 5 0	GIS	1	34.02	34.02
1 7 1 0	6 0 0 5 0	Planning	1	118.44	118.44
1 7 2 0	6 0 0 5 0	Building Codes	1	91.35	91.35
1 1 6 0	6 0 0 5 0	Recorder	1	226.17	226.17
1 1 4 0	6 0 0 5 0	Treasurer	1	51.03	51.03
1 1 3 2	6 0 0 5 0	Elections	1	279.72	279.72
1 1 1 8	6 0 0 5 0	Purchasing	1	34.02	34.02
1 1 1 5	6 0 0 5 0	Human Resources	1	34.02	34.02
6 1 0 0	6 0 0 5 0	Facilities Maintenance	1	34.02	34.02
1 1 2 6	6 0 0 5 0	County Counselor	1	17.01	17.01
		TOTAL			1844.01

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

Mick Boyd
Requesting Official

[Signature]
Auditor Approval

MAINTENANCE AGREEMENT ("Agreement")
Acct. #401792778

5-2005

The undersigned, The County of Boone hereinafter called "Customer," hereby orders maintenance service from CenturyTel of Missouri, LLC, hereinafter called "The Telephone Company," who hereby agrees to furnish such maintenance service upon the terms and conditions below, for the equipment, as described in Schedule A attached hereto, ("Equipment").

TERMS AND RENEWAL. This Agreement shall be effective for a period of 12 months commencing 01/01/05 and terminating 12/31/05 and shall automatically be renewed for successive one (1) year periods thereafter, until one party gives the other party at least thirty (30) days' written notice prior to the end of the then-current term that it desires to terminate the Agreement upon completion of said term. Renewals of the Agreement shall be upon the same terms and conditions herein contained except that the service fee due The Telephone Company for each renewal year shall be at the rate then being charged by the Telephone Company for similar maintenance services, which rate shall be disclosed to Customer at least sixty (60) days prior to the end of the then-current term.

1. **SERVICE FEES AND ADDITIONAL CHARGES.** During the initial term of this Agreement, Customer agrees to pay The Telephone Company, in advance (unless otherwise agreed to in writing by The Telephone Company), an annual service fee of \$1,844.01 for providing the maintenance services as set forth in Paragraph 4.a. of this Agreement.

There shall be added to the service fee due hereunder, amounts equal to any applicable taxes which the customer is legally obligated to pay, however designated or levied, based on such service fee or on this Agreement or on the services rendered or parts supplied pursuant hereto, excluding state and local sales and use taxes.

The Customer shall pay The Telephone Company the labor and materials charges, at the then-current rate being charged by the Telephone Company for similar repair services, for such services requested that are not covered by Paragraph 4.a. of this Agreement.

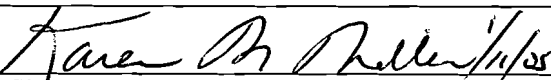
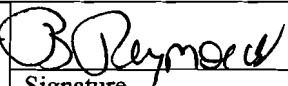
2. **SPECIAL CONDITIONS.** The Customer will provide or arrange for: a) necessary floor plans and accessible Equipment locations; b) separate electric source circuits and power at its own expense; c) suitable space meeting operating environment requirements; d) heat, air conditioning, light and security; e) reasonable access; and f) where not otherwise provided herein, raceway, conduit, holes and wire ways.
3. **SERVICE AND MAINTENANCE.**
 - a. The Telephone Company will maintain the Equipment in good working condition and repair and will furnish all parts and labor for the Equipment at no cost to Customer, except as otherwise set forth in this Paragraph.
 - b. This Agreement excludes repairs to the Equipment made necessary, in the reasonable judgment of the Telephone Company, by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, fire, flood, wind, lightning, Act of God, act of public enemy, or improper wiring, repair or alteration by anyone other than The Telephone Company.
4. **ROUTINE SERVICE CALLS.** During the term of this Agreement routine service calls for the Equipment will be made within (24) hours of notice that service is necessary.
5. **EMERGENCY SERVICE CALLS.** During the term of this Agreement emergency service calls (emergency being defined as the total failure of the system) shall be made within (4) hours after notice that an emergency exists.
6. **MISCELLANEOUS.** The Telephone Company and its subcontractors shall not be liable individually or jointly for any loss or damage to the Equipment, for any loss or damage to property, or for any injury or death to Customer, Customer's agents, Customer's employees, Customer's invitees or any third parties, arising out of, or in connection with, the provision of maintenance services by The

Telephone Company or its subcontractors, pursuant to this Agreement, unless, and only to the extent, such loss, injury, death or damage results from the negligence or willful misconduct of The Telephone Company. IN NO EVENT SHALL THE TELEPHONE COMPANY OR ITS SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS BY CUSTOMER OF BUSINESS REVENUE OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT OR THE MAINTENANCE SERVICES PROVIDED.

The Telephone Company will make all reasonable efforts to perform its obligations under this Agreement. The time for performance by The Telephone Company of maintenance services under this Agreement is in every case subject to delays caused by Act of God, and other circumstances beyond the reasonable control of The Telephone Company.

Neither party may assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. This Agreement, along with Schedule A, shall constitute the entire agreement and understanding between Customer and The Telephone Company with respect to the subject matter herein, irrespective of inconsistent or additional terms and conditions in any other documents or in representations by The Telephone Company personnel.

7. RISK OF LOSS. The Customer hereby assumes all risks of loss or damage to the Equipment, or destruction or interference with the use of the Equipment, from any cause whatsoever, except as set forth in Paragraph 7 above.
8. DEFAULT. If Customer fails to perform any obligation under this Agreement, including but not limited to, timely payment of service fees and providing of Equipment facilities, failure to cure such nonperformance within fifteen (15) days following The Telephone Company's transmission of written notice of such failure to Customer, shall constitute default under this Agreement. In the event of default, The Telephone Company shall be entitled to immediately discontinue providing maintenance service to the Equipment, terminate this Agreement (by providing written notification to Customer that the Agreement is terminated), and seek recovery of all amounts due and owing from Customer by any and all lawful remedies and procedures.
9. NOTICES. All notices called for under this Agreement shall be in writing and shall be delivered personally or transmitted by certified United States mail, postage prepaid, return receipt requested, to the addresses set forth in Schedule A to this Agreement.

The County of Boone		CenturyTel of Missouri, LLC:	
	<i>1/15/05</i>		<i>1/14/05</i>
Signature	Date	Signature	Date
		Betty Reynolds, Sales Manager	
		573-886-3314	573-442-0221
		Telephone	Fax

APPROVED AS TO FORM:



County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

 *1/3/2005* *#1844.01*
Signature Date various depts acct 60050
Appropriation Account

SCHEDULE A

This Schedule A is attached to and made a part of the Agreement between CenturyTel of Missouri, LLC and the County of Boone.

The Equipment covered under this Agreement is as follows:

76 M5009 sets

5 M5008 sets

12 M5112 sets

5 M5312 sets

22 M518sets

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

11th day of January 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 03-03JAN05 for 2005 Upgrades of Autodesk Civil 3D Professional from Land and Civil Design R2i to Mid-West CAD. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said contract.

Done this 11th day of January, 2005.

absent
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

ATTEST:

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

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

6-2003

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: January 6, 2005
RE: 03-03JAN05 2005 Upgrade of Autodesk Civil 3D Professional from Land and Civil Design R2i

The Bid for 2005 Upgrades of Autodesk Civil 3D Professional from Land and Civil Design R2i closed on January 3, 2005. Two bids were received. Purchasing and the Public Work's department recommend award to Mid-West CAD for submitting the lowest and best bid. The prices submitted with both bids were identical, but the additional support offered by each company varied slightly. Public Works felt the free day of public training offered by Mid-West CAD along with their telephone and email support would be more advantageous to the County than the support offered by the other vendor, which did not include a free day of training.

Total cost of the contract is \$16,380.00 to be paid out of department 2045 - PW Design and Construction, account number 92302 - Replacement Computer Software. The budgeted amount for these upgrades was \$24,250.00.

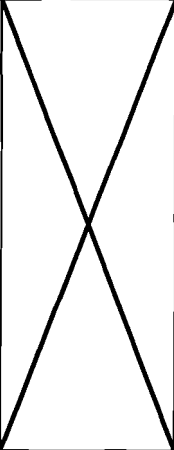


Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Allison Anderson, Public Works
Bid File

BID TABULATION

03-03JAN05 - 2005 Upgrade of AutoDesk Civil Series from LDT R2i

			Mid-West Cad		Seiler Instrument	
4.7.	PRICING	QUANTITY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
4.7.1.	Civil 3D Professional Upgrade from LDT R2i and Civil Design R2i	5	\$ 1,196.00	\$ 5,980.00	\$ 1,196.00	\$ 5,980.00
4.7.2.	Survey 2005 Upgrade from Survey 2i	5	\$ 356.00	\$ 1,780.00	\$ 356.00	\$ 1,780.00
4.7.3.	Raster Design 2005 Upgrade from Cad Overlay 2002/2i	5	\$ 716.00	\$ 3,580.00	\$ 716.00	\$ 3,580.00
4.7.4.	Civil 3D Professional Subscription w/Web Support	5	\$ 740.00	\$ 3,700.00	\$ 740.00	\$ 3,700.00
4.7.5.	Survey Subscription w/Web Support	5	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00
4.7.6.	Raster Design Subscription w/Web Support	5	\$ 168.00	\$ 840.00	\$ 168.00	\$ 840.00
4.7.7.	TOTAL	5		\$ 16,380.00		\$ 16,380.00
4.7.8.	Additional Support	5	\$0.00	\$0.00	\$0.00	\$0.00
4.8.	DESCRIBE ADDITIONAL SUPPORT		12 month telephone support agreement 2 authorized callers (AR's) from County Unlimited # of support issues for Autodesk Products Standard Business Hours Four Hour response time Telephone or email communication Trouble ticket reporting system Problem escalation to Autodesk, as needed Continuing education workshops at Mid-West CAD - Two public workshops per AR per year 1 Public training voucher good for 1 day of public training at Mid-West CAD's Autodesk Authorized training center	Includes technical support for one (1) designated contact from Boone County for questions pertaining to installation, error messages, and other general issues - Not intended for use as a training avenue (training classes are available upon request for an additional charge)		
4.10.	COOP		Yes		Yes	
4.11.	Delivery ARO		7 to 10 Business Days		1 to 2 Weeks	

1/4/05

PJRC

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

6674

[Signature]
Mid-West CAD

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

To: County Clerk's Office

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with stat
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing I

Comm Order # 6-2005
Return to Auditor's Office

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

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

#03-03JAN05

(Enter Applicable Bid / Sole Source / Emergency Number)

RECEIVED
JAN 0 3 2005
BOONE COUNTY AUDITOR

Bill To Department # 2045

Ship To Department # 2045

Department	Account	Item Description	Qty	Unit Price	Amount
0 4 5	9 2 3 0 2	Civil 3D Professional Upgrade from LDT R2i and Civil Design R2i	5	1196.00	5980.00
		Survey 2005 Upgrade from Survey 2i	5	356.00	1780.00
		Raster Design 2005 Upgrade from Cad Overlay 2002/2i	5	716.00	3580.00
		Civil 3D Professional Subscription w/Web Support	5	740.00	3700.00
		Survey Subscription w/Web Support	5	100.00	500.00
		Raster Design Subscription w/Web Support	5	168.00	840.00
		Total			16380.00

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.

Don Abell

Requesting Official

Al

Auditor Approval

PURCHASE AGREEMENT FOR
2005 Upgrade of Autodesk Civil 3D Professional from Land and Civil Design R2i

THIS AGREEMENT dated the 11 day of JAN 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Mid-West CAD**, 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 2005 Upgrades of Autodesk Civil 3D Professional from Land and Civil Design R2i, bid number **03-03JAN05** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated December 16, 2004 executed by Vicki Lofton, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the items identified and responded to in sections 4.7.1. through 4.7.8. of the bid for a total cost of Sixteen Thousand Three Hundred and Eighty Dollars (\$16,380.00).
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 7 to 10 business days after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid 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 bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

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

Mid-West CAD

by VICKI LYSTER
title Sales Rep

BOONE COUNTY, MISSOURI

by: Boone County Commission
Karen M. Miller
~~Keith Schmarre, Presiding Commissioner~~
KAREN M. MILLER, ACTING PRESIDING
COMMISSIONER

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

June C Pitchford
Signature [Signature]

1/6/05
Date

2045/92302 -
\$16,380.00

Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

11th day of January 20 05

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers on January 18, 2005 from 7:00 to 10:00 p.m. for a meeting of the Bluffs Family Council. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said application.

Done this 11th day of January, 2005.

absent
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

ATTEST:

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

7-2005

**APPLICATION FOR ORGANIZATIONAL USE OF
BOONE COUNTY FACILITIES**

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: meeting

Date(s) of Use: JAN 18 2005 TUES.

Time of Use: From: 7 a.m./p.m. thru 10 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - ~~Chambers~~ - Rm220 - Rm208 - Rm139 - Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: BLUFFS FAMILY COUNCIL

Organization Representative/Title: TIMOTHY PARKINS, PRESIDENT

Address/Phone Number: 382 BRADWAY VILLAGE DRIVE COLUMBIA 443-2170

Date of Application: TUES 1/4/05

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy J. No
County Clerk

Gene M. Miller
County Commissioner

DATE: 11 JAN 2005