

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

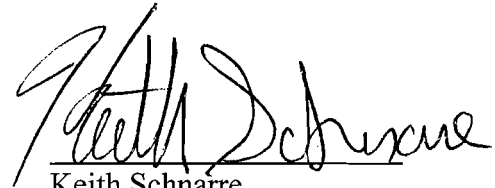
15th

day of November

20 05

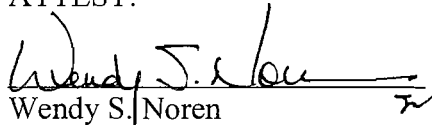
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 59-25OCT05 for Shop Fluids Term and Supply to McCollister and Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

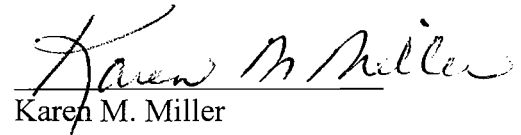
Done this 15th day of November, 2005.


Keith Schnarre
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission



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

445-2005

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 9, 2005
RE: 59-25OCT05 – Shop Fluids Term and Supply

The Bid for Shop Fluids Term and Supply was issued on September 26, 2005 and closed on October 25. Five bids were received. Upon the completion of the bid evaluation, Purchasing and Public Works recommend awarding by “all or none” award to McCollister & Company for submitting the low bid.

This is a Term and Supply contract for the period January 1, 2006 through June 30, 2006 and may be renewed for five (5) additional six month periods. Invoices will be paid out of department 2040 – Public Works Maintenance Operations, account 59050 – Engine Fluids. \$62,210 per year is budgeted for 2006.

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

att: bid tabulation

cc: Greg Edington, Public Works
Bid File

BID TABULATION 59-25OCT05

Shop Fluids Term and Supply

ITEM #	QTY	DESCRIPTION	Heathwood Oil Co., Inc.		McCollister & Company		Dennis Oil Company		Hampel Oil, Inc.		J.D. Frame Oil Company	
			UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
4.7.1.	2,750	API/CF, CF-2, CF-4, CI-4/SJ Detergent Oil, Heavy Duty Special II 15W-40 for gas and/or diesel engines. Tank capacity = 250 gallons bulk	\$ 4.41	\$ 12,127.50	\$ 4.29	\$ 11,797.50	\$ 5.01	\$ 13,777.50	\$ 4.60	\$ 12,650.00	\$ 4.89	\$ 13,447.50
4.7.2.	1,045	Universal Premium Transdraulic Detergent Oil with service rating , J20 C/D, J14C, JDT303, C3/C4, B6, Case/IH MS1207, MS1210, JIC 145, TCH, TFD. Tank Capacity = 250 gallons bulk. County requests dye to be added to the oil.	\$ 4.68	\$ 4,890.60	\$ 4.20	\$ 4,389.00	\$ 5.16	\$ 5,392.20	\$ 3.70	\$ 3,866.50	\$ 5.45	\$ 5,695.25
4.7.3.	110	Anti-freeze fluid in 55 gal. drums	\$ 6.00	\$ 660.00	\$ 4.75	\$ 522.50	\$ 339.00	\$ 678.00	\$ 5.75	\$ 632.50	\$ 5.99	\$ 658.90
4.7.4.	60	Anti-freeze fluid in 1 gal. containers	\$ 6.33	\$ 379.80	\$ 6.75	\$ 405.00	\$ 7.20	\$ 432.00	\$ 6.70	\$ 402.00	\$ 6.99	\$ 419.40
4.7.5.	330	Transmission fluid in 55 gal. drums - Dexron III	\$ 4.76	\$ 1,570.80	\$ 4.28	\$ 1,412.40	\$ 278.03	\$ 1,668.18	\$ 6.90	\$ 1,379.90	\$ 4.99	\$ 1,646.70
4.7.6.	110	SAE 80-90W gear lube GL5 in 55 gallon drums	\$ 5.27	\$ 579.70	\$ 4.44	\$ 488.40	\$ 355.12	\$ 710.24	\$ 5.90	\$ 649.00	\$ 6.35	\$ 698.50
4.7.7.	36	High Temperature Lithium Complex NLGI No. 2GC-Li cartridge type, 10-14 oz. per box.	\$ 10.33	\$ 371.88	\$ 12.50	\$ 450.00	\$ 22.50	\$ 810.00	\$ 23.71	\$ 853.56	\$ 16.29	\$ 586.44
4.7.8.	1	High Temperature Lithium Complex NLGI No. 2GC-Li, 120 lb. per barrel	\$ 135.31	\$ 135.31	\$ 139.20	\$ 139.20	\$ 172.03	\$ 172.03	\$ 246.57	\$ 246.57	\$ 202.80	\$ 202.80
4.7.9.	120	Transmission Fluid, Dexron III	\$ 1.69	\$ 202.80	\$ 1.62	\$ 194.40	\$ 1.98	\$ 237.60	\$ 2.72	\$ 326.40	\$ 1.53	\$ 183.60
4.7.10.	120	Transmission Fluid, Mercon V: Synthetic	\$ 2.29	\$ 274.80	\$ 2.50	\$ 300.00	\$ 3.98	\$ 477.60	\$ 4.03	\$ 483.79	\$ 2.65	\$ 318.00
4.7.11.	55	SAE 50 with API service rating of CD or higher 5 Gallon Containers	\$ 5.80	\$ 319.00	\$ 5.00	\$ 275.00	\$ 85.46	\$ 940.06	\$ 22.96	\$ 252.56	\$ 7.33	\$ 403.15
4.7.12.	60	DexCool or equal; meets ASTM D-3306 and D-4340, gallon containers.	\$ 9.00	\$ 540.00	\$ 9.50	\$ 570.00	\$ 8.00	\$ 480.00	\$ 10.02	\$ 601.20	\$ 9.49	\$ 569.40
4.7.13.	60	Extended life coolant, Heavy duty (Cat EC-1 spec.). Red in gallon containers	\$ 7.91	\$ 474.60	\$ 12.90	\$ 774.00	\$ 8.00	\$ 480.00	\$ 8.22	\$ 493.20	\$ 14.99	\$ 899.40

4.7.14.	120	SAE 5W-20 motor oil API SL ILSAC GF-3. Ford specifications	\$ 1.93	\$ 231.60	\$ 1.60	\$ 192.00	\$ 2.09	\$ 250.80	\$ 2.90	\$ 348.00	\$ 1.75	\$ 210.00
4.7.15.	120	SAE 5W-30 motor oil with API service rating of SJ SH	\$ 1.72	\$ 206.40	\$ 1.50	\$ 180.00	\$ 2.09	\$ 250.80	\$ 2.66	\$ 319.20	\$ 1.65	\$ 198.00
4.7.16.	60	Power Steering Fluid in 1 QT containers for Ford, General Motors and Chrysler Power Steering Units	\$ 1.43	\$ 85.80	\$ 1.60	\$ 96.00	\$ 1.45	\$ 87.00	\$ 1.80	\$ 108.15	\$ 1.75	\$ 105.00
4.7.17.	120	SAE 10W30 motor oil with API service rating of SJ SH	\$ 1.64	\$ 196.80	\$ 1.45	\$ 174.00	\$ 2.03	\$ 243.60	\$ 1.72	\$ 207.39	\$ 1.49	\$ 178.80
4.7.18.	110	Transmission Fluid, Castrol TranSynd Synthetic, 55 Gallon Drum, for use in Allison Automatic Transmissions. Oil must be Allison Certified. (Transynd, Autran Syn 295, Emgard 2805, or Flectrite Synthetic ATF ONLY).	\$ 22.64	\$ 2,490.40	\$ 25.10	\$ 2,761.00	\$ 1,619.89	\$ 3,239.78	\$ 1,401.05	\$ 2,802.10	\$ 27.99	\$ 1,539.45
4.7.19.	55	Delvac Super 1300 15W-40 in 55 gal. drums.	No Bid	\$ -	\$ 7.80	\$ 429.00	\$ 400.97	\$ 400.97	\$ 405.67	\$ 405.67	\$ 6.99	\$ 384.45
4.7.20.		TOTAL (4.7.1 - 4.7.19.)		\$ 25,737.79		\$ 25,549.40		\$ 30,728.36		\$ 27,027.69		\$ 28,344.74
4.7.21.		Maximum Percentage Increase 1st Renewal Period	10%		7%		8%		15%		20%	
		Maximum Percentage Increase 2nd Renewal Period	10%		7%		8%		20%		20%	
		Maximum Percentage Increase 3rd Renewal Period	10%		7%		8%		0%		0%	
		Maximum Percentage Increase 4th Renewal Period	10%		7%		8%		0%		0%	
		Maximum Percentage Increase 5th Renewal Period	10%		7%		8%		0%		0%	
		Grand Total for 6 Years	\$41,451.00		\$35,834.37		\$45,150.06		Did not return addendum		Did not return addendum part that shows increase	
4.9.		Co-op	NO		YES		YES		YES		YES	
4.10.		Delivery Date ARO:	3 working days		as needed within bid terms		3 days		No Bid		NEXT BUSINESS DAY	
4.11.		Cash Discount	NA %; Net 30 Days		0 %; Net 30 Days		%; Net 30 Days		%; Net 30 Days		2%; Net 10 Days	

No Bids

Midway Truck Center

**PURCHASE AGREEMENT
FOR
SHOP FLUIDS TERM AND SUPPLY**

THIS AGREEMENT dated the 15 day of NOV 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McCollister & Company**, 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 **Shop Fluids Term and Supply**, County of Boone Request for Bid, bid number **59-25OCT05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated October 24, 2005 and executed by Jeff L. Barnes, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum Number One, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2006 and extend through June 30, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for five (5) additional six month periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in sections 4.7.1. through 4.7.19., and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver the items as specified and as requested by the County.

5. Billing and Payment - All billing shall be invoiced to the 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 not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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 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.

MCCOLLISTER & COMPANY

by Jeff Barnes
 title Territory Mgr.
 address 111 S. Moniteau
Sedalia Mo. 65301

BOONE COUNTY, MISSOURI

by: Boone County Commission
Keith Schmarre
 Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

Wendy S. Noreh
 Wendy S. Noreh, 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.)

no encumbrance required 2040-59050 Term/Supply
byse 11/10/05
 Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the 15th day of November 20 05

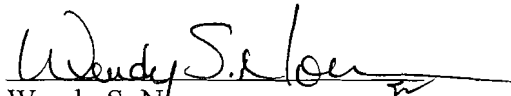
the following, among other proceedings, were had, viz:

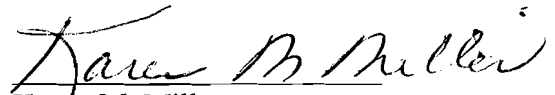
Now on this day the County Commission of the County of Boone does hereby approve Change Order #1 for the Clark Lane Road Improvement project in the amount of \$34,140.72. It is further ordered that the Presiding Commissioner be hereby authorized to sign said change order.


Done this 15th day of November, 2005.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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

Change Order No.: One (1) P.O. # 05-309 Job No.: 9819 Date: 11-1-05

Project Location: Clark Lane Road Improvement Project

Contractor: Columbia Curb and Gutter Inc.

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

Thirty Four Thousand One Hundred Forty Dollars and 72/100 (\$ 34,140.72)

CONTRACTOR - Columbia Curb and Gutter Inc.

SIGNATURE _____ DATE _____

Recommended by: Project Manager

Approved by Director DWM

SIGNATURE J.P. Wade II DATE 11/1/05

Accepted by: Boone County

SIGNATURE Keith Schenone DATE 11/15/05

446-2005

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.
J.P. Wade II 11/15/05
Auditor Date

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$ 149,662.53
PREVIOUS ADDITIONS	\$ 0.00
TOTAL	\$ 149,662.53
PREVIOUS DEDUCTIONS	\$ 0.00
NET PRIOR TO THIS CHANGE	\$ 149,662.53
AMOUNT OF THIS CHANGE <u>X</u> ADD _____ DEDUCT _____	\$ 34,140.72
CONTRACT AMOUNT TO DATE	\$ 183,803.25

EXHIBIT A

Item #	Description	Qty. Change	Units	Price	Total
5	Earth Excavation	Add C.Y.	140	\$ 9.75	\$ 1,365.00
9	4" Type 1 Roll Stone	Add S.Y.	52	\$ 4.55	\$ 236.60
11	9" Asphaltic Concrete Pavement	Add S.Y.	52	\$ 25.75	\$ 1,339.00
12	7" Driveway Pavement (1 drive was omitted from bid totals)	Add S.Y.	88.5	\$ 46.25	\$ 4,093.12
16	Rock Rip Rap	Add S.Y.	24.2	\$ 45.00	\$ 1,089.00
17	Silt Fence	Add L.F.	80	\$ 4.00	\$ 320.00
18	Staked Straw Bale Check Dam	Deduct E.A.	(4)	(\$ 115.00)	(\$ 460.00)
19	Seeding and Mulching	Add AC	1.05	\$ 5,000.00	\$ 5,250.00
22	Unsuitable Sub-grade Repair	Add C.Y.	262	\$ 30.00	\$ 7,860.00
24	Private Driveways – No Bid Item	Add S.Y.	103	\$ 96.00	\$ 9,888.00
25	Traffic Control – Additional Signage	Add L.S.	1	\$ 1,600.00	\$ 1,600.00
26	Asphalt Mix – Tie in @ Existing	Add TON	30	\$ 52.00	\$ 1,560.00
TOTAL COST FOR CHANGE ORDER # 1					\$ 34,140.72

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Comm Order # 446-2005

Return to Auditor's Office

11/4/05
REQUEST
DATE

4393 Columbia Curb & Gutter
VENDOR VENDOR NAME
NO. ADDRESS
4105 I-70 Drive SE

Columbia
CITY

PHONE #
MO 65201
STATE ZIP

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 \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #'s 7000)

#56-06SEP05
(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2045

Bill to Department # 2045

Department				Account				Item Description	Qty	Unit Price	Amount
2	0	4	5	7	1	1	0 0	Change Order #1 Clark Lane Rd Improvement Project	1	34140.72	34140.72
								<i>Addition to PO# 200500309</i>			

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.

BN Heigler
Prepared By
Don Abell
Requesting Official

Auditor Approval