

167 -2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of April 20 14

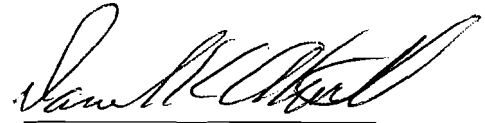
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby recognize the 20<sup>th</sup> Anniversary of Flat Branch Pub & Brewing and their positive impact to the Flat Branch Creek area.

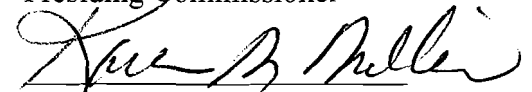
Done this 15th day of April, 2014.

ATTEST:

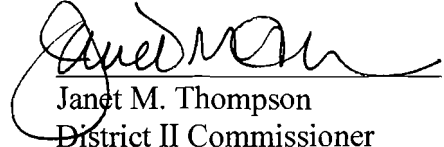
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**PROCLAMATION RECOGNIZING  
THE 20<sup>TH</sup> ANNIVERSARY OF FLAT BRANCH PUB & BREWING**

*Whereas*, Flat Branch Pub & Brewing opened its doors on April 18, 1994, becoming Columbia's first brewery since 1841; and

*Whereas*, Flat Branch Pub & Brewing has positively impacted the economy of Columbia and Boone County by attracting guests not only from surrounding areas but from around the world with its award-winning beer and food; and

*Whereas*, Flat Branch Pub & Brewing shows an ongoing commitment to the cleanup and development of the Flat Branch Park area through past involvement in the park planning charette and the original park planning committee and through current collaboration with the Columbia Stream Team; and

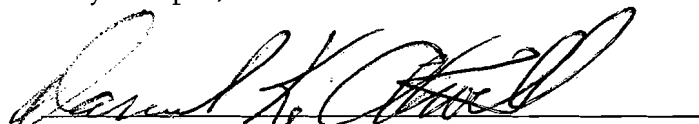
*Whereas*, Flat Branch Pub & Brewing offers support to a variety of local organizations including Central Missouri Humane Society, The Food Bank for Central and Northeast Missouri, Big Brothers/Big Sisters, Blues in the Schools, True/False Film Festival, Rainbow House, Easter Seals, Voluntary Action Center, RAIN, Cancer Research Center, Ronald McDonald House, Heart of Missouri United Way, KOPN, American Cancer Society and Services for Independent Living; and

*Whereas*, Flat Branch Pub & Brewing was vital to bringing the MKT Trail into downtown Columbia, donating a portion of the proceeds from sales of their Katy Trail Pale Ale to the Katy Trail Coalition;

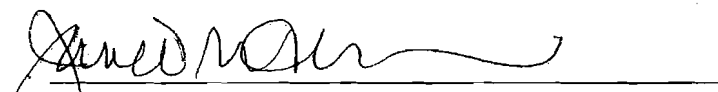
*Therefore*, in honor of the positive impact of Flat Branch Pub & Brewing to the Flat Branch Creek area, the City of Columbia and Boone County, the Boone County Commission offers its sincere congratulations on this its 20<sup>th</sup> Anniversary.

IN TESTIMONY WHEREOF, this 15th day of April, 2014.

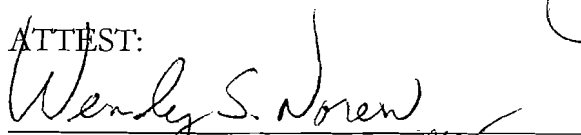


  
Daniel K. Atwill, Presiding Commissioner

  
Karen M. Miller, District I Commissioner

  
Janet M. Thompson, District II Commissioner

ATTEST:

  
Wendy S. Noren, County Clerk

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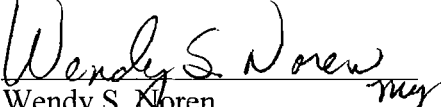
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 16-19MAR14 – Fire Alarm & Suppression Inspection, Testing and Repairs Term & Supply to Korsmeyer Fire Protection LLC of Jefferson City, MO.

The terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

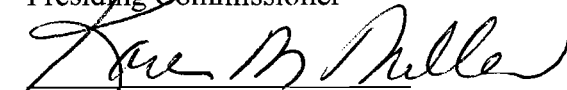
Done this 15th day of April, 2014.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Robbins**  
Senior Buyer



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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Amy Robbins, Senior Buyer  
**DATE:** April 8, 2014  
**RE:** 16-19MAR14 – Fire Alarm & Suppression Inspection, Testing & Repairs  
Term & Supply

16-19MAR14 – Fire Alarm & Suppression Inspection, Testing & Repairs Term & Supply opened on March 19, 2014. Four bids were received and Facilities Maintenance recommends award by low bid to Korsmeyer Fire Protection LLC of Jefferson City, MO.

This is a term and supply contract and invoices will be paid from department 6100 – Facility & Grounds Maintenance, account 60200 – Equipment Repairs/Maintenance and account 71100 – Outside Services.

**ATT:** Bid Tabulation

**cc:** Bob Davidson, Facilities Maintenance  
Jody Moore, Facilities Maintenance  
Bid File

**16-19MAR14 - Fire Alarm & Suppression Systems Inspection, Testing & Repairs Term & Supply**

<b>BID TABULATION</b>											
<i>Frequency is 'Annual' unless otherwise noted</i>			<i>Korsmeyer</i>		<i>Cintas</i>		<i>SimplexGrinnell</i>		<i>Fire Safety, Inc.</i>		
4.8.	PRICING	Quantity	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	
4.8.1.	Service Location: Courthouse										
4.8.1.2.	Obstruction Inspection (Once every 5 years)	2	\$600.00	\$1,200.00	\$350.00	\$700.00	\$845.00	\$1,690.00	\$1,500.00	\$3,000.00	
4.8.1.3.	Wet Sprinkler System Inspection	1	\$250.00	\$250.00	\$660.00	\$660.00	\$152.00	\$152.00	\$650.00	\$650.00	
4.8.1.4.	Dry Pipe System Inspection	1	\$250.00	\$250.00	\$155.00	\$155.00	\$152.00	\$152.00	\$1,000.00	\$1,000.00	
4.8.1.5.	Fire Alarm Test & Inspection	1	\$350.00	\$350.00	\$400.00	\$400.00	\$1,755.00	\$1,755.00	\$1,495.00	\$1,495.00	
4.8.2.	Service Location: Government Center										
4.8.2.1.	Obstruction Inspection (Once every 5 years)	1	\$600.00	\$600.00	\$350.00	\$350.00	\$845.00	\$845.00	\$1,500.00	\$1,500.00	
4.8.2.2.	Wet Sprinkler System Inspection	1	\$250.00	\$250.00	\$370.00	\$370.00	\$152.00	\$152.00	\$650.00	\$650.00	
4.8.2.3.	Fire Alarm Test & Inspection	1	\$350.00	\$350.00	\$320.00	\$320.00	\$818.00	\$818.00	\$825.00	\$825.00	
4.8.2.4.	Semi-Annual Novec 1230 Clean Agent Fire Suppression System Inspection	2	\$175.00	\$350.00	\$360.00	\$720.00	\$1,248.50	\$2,497.00	\$600.00	\$1,200.00	
4.8.3.	Service Location: Boone County Annex Building										
4.8.3.1.	Fire Alarm Test & Inspection	1	\$175.00	\$175.00	\$160.00	\$160.00	\$267.00	\$267.00	\$480.00	\$480.00	
4.8.4.	Service Location: Central MO Events Center										
4.8.4.1.	Obstruction Inspection (Once every 5 years)	1	\$600.00	\$600.00	\$350.00	\$350.00	\$845.00	\$845.00	\$1,750.00	\$1,750.00	
4.8.4.2.	Wet Sprinkler System Inspection	1	\$250.00	\$250.00	\$100.00	\$100.00	\$869.00	\$869.00	\$2,250.00	\$2,250.00	
4.8.4.3.	Fire Alarm Test & Inspection	1	\$175.00	\$175.00	\$160.00	\$160.00	\$359.00	\$359.00	\$550.00	\$550.00	
4.8.5.	Service Location: Johnson Building										

**16-19MAR14 - Fire Alarm & Suppression Systems Inspection, Testing & Repairs Term & Supply**

<b>BID TABULATION</b>										
<i>Frequency is 'Annual' unless otherwise noted</i>			<i>Korsmeyer</i>		<i>Cintas</i>		<i>SimplexGrinnell</i>		<i>Fire Safety, Inc.</i>	
4.8.5.1.	Fire Alarm Test & Inspection	1	\$175.00	\$175.00	\$160.00	\$160.00	\$265.00	\$265.00	\$495.00	\$495.00
4.8.6.	Service Location: Juvenile Justice Center									
4.8.6.1.	Obstruction Inspection (Once every 5 years)	1	\$450.00	\$450.00	\$350.00	\$350.00	\$845.00	\$845.00	\$1,500.00	\$1,500.00
4.8.6.2.	Wet Sprinkler System Inspection	1	\$250.00	\$250.00	\$100.00	\$100.00	\$152.00	\$152.00	\$650.00	\$650.00
4.8.6.3.	Fire Alarm Test & Inspection	1	\$250.00	\$250.00	\$480.00	\$480.00	\$650.00	\$650.00	\$810.00	\$810.00
4.8.7.	Service Location: North Facility									
4.8.7.1.	Fire Alarm Test & Inspection	1	\$175.00	\$175.00	\$160.00	\$160.00	\$198.00	\$198.00	\$430.00	\$430.00
<b>TOTAL ANNUAL PRICE (Excludes 5-year Inspections)</b>			<b>\$3,250.00</b>		<b>\$3,945.00</b>		<b>\$8,306.00</b>		<b>\$11,485.00</b>	
4.8.8.	<b>REPAIRS</b>									
4.8.8.1.	Hourly Rate (M-F 8-5)		\$65.00		\$95.00		\$118.00		\$135.00	
4.8.8.2.	Hourly Rate (After 5pm, Sat)		\$90.00		\$142.50		\$177.00		\$180.00	
4.8.9.	PARTS - All parts and material will be at the published List Price from the Manufacturer less a % discount									
4.8.9.1.	Please provide the % off list discount amount:		1%		25%		15%		10%	
4.8.10.	Renewals (Prices may include Annual Charge - NOT the 5-yr. inspection)									
4.8.10.1.	% Increase 1st Renewal Period		0%	\$3,250.00	3%	\$4,069.35	0%	\$8,306.00	2%	\$11,714.78
4.8.10.2.	% Increase 2nd Renewal Period		1%	\$3,482.50	3%	\$4,185.23	0%	\$8,306.00	2%	\$11,539.36
4.8.10.3.	% Increase 3rd Renewal Period		1%	\$3,915.35	3%	\$4,310.61	0%	\$8,306.00	2%	\$12,167.37
4.8.10.4.	% Increase 4th Renewal Period		2%	\$3,301.63	3%	\$4,440.13	0%	\$8,306.00	2%	\$12,431.75

**16-19MAR14 - Fire Alarm & Suppression Systems Inspection, Testing & Repairs Term & Supply**

<b>BID TABULATION</b>		<i>Korsmeyer</i>	<i>Cintas</i>	<i>SimplexGrinnell</i>	<i>Fire Safety, Inc.</i>
<i>Frequency is 'Annual' unless otherwise noted</i>					
Total Price of Contract Over 5 Years <i>Includes: (1) 5-yr inspection at the 1st year price</i>		<b>\$16,079.46</b>	<b>\$18,749.54</b>	<b>\$37,449.00</b>	<b>\$56,033.40</b>
4.9.	Emergency 24 Hour Service Contact (Name)	Brandon Korsmeyer 573-619-7994	Tim Baker 314-426-7100	24 Hr Call Center 314-739-4014 ext 1	24 Hr Answering Service 800-642-4817
4.10.	Call Response Time (# hrs after notification)	1	2	2-4	4
4.11.	Holidays	NYD, Mem. Day, July 4, Labor Day, Thanksgiving, Christmas	NYD, Mem. Day, July 4, Labor Day, Thanksgiving, Christmas Day	NYD, ML King Day, Mem. Day, Independence Day, Labor Day, Thanksgiving Day & Day after, Christmas Day & Day after	NYD, Independence Day, Mem. Day, Labor Day, Thanksgiving & Day after, Christmas Eve & Day
4.13.	Coop? (Y or N)	Y	Y	Y	N

**No Bids**  
Will Electronics  
Air & Water Solutions

168-2014

**PURCHASE AGREEMENT FOR  
FIRE ALARM & SUPPRESSION INSEPECTION, TESTING & REPAIRS  
TERM & SUPPLY**

**THIS AGREEMENT** dated the 15<sup>th</sup> day of April 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Korsmeyer Fire Protection LLC** herein "Vendor."

**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, the County of Boone Request for Bid for **Fire Alarm and Suppression Inspection, Testing and Repairs Term and Supply**, bid number **16-19MAR14**, any applicable addenda, and the Contractor's bid response dated **March 19, 2014** and executed by **Brandon Korsmeyer** on behalf of the Contractor, Work Authorization Certification, Certification regarding Debarment and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Insurance and Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with fire alarm and suppression systems inspection, testing and repair services per the bid specifications and responded to on the Response Form, 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.

3. **Contract Duration** - This agreement shall commence on **date written above and extend through March 31, 2015** subject to the provisions for termination specified below. Contract may be renewed by order of the County for four (4) additional one-year periods.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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.



168-2014

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. **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:

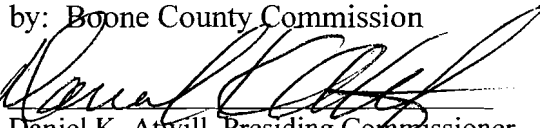
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

**KORSMEYER FIRE PROTECTION LLC**

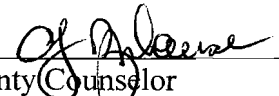
**BOONE COUNTY, MISSOURI**

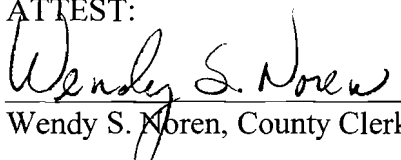
by   
 title OWNER

by: Boone County Commission  
  
 Daniel K. Atwill, Presiding Commissioner

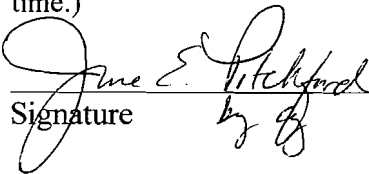
APPROVED AS TO FORM:

ATTEST:

  
 County Counselor

  
 Wendy S. Noren, County Clerk *ney*

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.)

      4/8/14      6100/60200 & 71100 Term & Supply  
 Signature      by *JEP*      Date      Appropriation Account

## STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof,

indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



# CERTIFICATE OF LIABILITY INSURANCE

KORSM-1

OP ID: K3

DATE (MM/DD/YYYY)

04/07/2014

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

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

<b>PRODUCER</b> Naught-Naught / Jefferson City 1441 Christy Drive P O Box 1768 Jefferson City, MO 65102 Cindy Hilkemeyer	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Korsmeyer Fire Protection LLC</b> P.O. Box 104746 Jefferson City, MO 65110	<b>INSURER A : Cincinnati Specialty Underwrit</b>	
	<b>INSURER B : Cincinnati Insurance Company</b>	
	<b>INSURER C : National Union Fire Insurance</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		<b>NAIC #</b> 10677 19445

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CSU0007629	10/17/2013	10/17/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> E & O Included					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COM/OP AGG \$ 2,000,000
						Emp Ben. \$ Excluded
B	AUTOMOBILE LIABILITY		EBA0033750	08/14/2013	08/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
C	UMBRELLA LIAB		EBU017142351	10/17/2013	10/17/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE					\$
DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC2114525	10/17/2013	10/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 10,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Revised Umbrella Policy # disregard printed certified 09/27/13  
 Boone County Purchasing is listed as additional insured with respects to general liability. 30 day cancellation notice as per form attached (CSIA405 08/09)

**CERTIFICATE HOLDER****CANCELLATION**

Boone County Purchasing  
 Attn: Tyson Boldan  
 613 E Ash St Room 109  
 Columbia, MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

(Please complete and return with Contract)

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jim Koismeyer - owner  
Name and Title of Authorized Representative

Jim Koismeyer  
Signature

4-7-2014  
Date

COUNTY OF BOONE - MISSOURI  
WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Cole )  
State of Missouri )ss

My name is Jim Kormeyer I am an authorized agent of Kormeyer Fire Protection  
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Jim Kormeyer 4-3-2014  
Affiant Date  
Jim Kormeyer  
Printed Name

Subscribed and sworn to before me this 3<sup>rd</sup> day of April, 2014.

Megan Bentzen  
Notary Public  
MEGAN BENTZEN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Cole  
My Commission Expires 1/27/2018  
Commission # 14571824

**Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.**

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Korsmeyer Fire Protection Ilc** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 245623

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Korsmeyer Fire Protection Ilc**

**Jim F Korsmeyer**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**09/03/2009**

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**09/03/2009**

Date





Company ID Number: 245623

**Information Required for the E-Verify Program**

**Information relating to your Company:**

**Company Name:** Korsmeyer Fire Protection llc

**Company Facility Address:** 5008 Contractors Lane

Jefferson City, MO 65109

**Company Alternate**

**Address:** P.O. Box 104746

Jefferson City, MO 65110

**County or Parish:** COLE

**Employer Identification**

**Number:** 431793481

**North American Industry  
Classification Systems**

**Code:** 453

**Parent Company:** \_\_\_\_\_

**Number of Employees:** 5 to 9

**Number of Sites Verified**

**for:** 1

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- MISSOURI 1 site(s)

Company ID Number: 245623

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>Jim F Korsmeyer</b>	Fax Number:	<b>(573) 659 - 8805</b>
Telephone Number:	<b>(573) 659 - 8805</b>		
E-mail Address:	<b>korsmeyerfire@aol.com</b>		

**Boone County Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

4. **REVISED Response Form**

- 4.1. Company Name: Korsmeyer Fire Protection L.H.C.
- 4.2. Address: P.O. Box 104746
- 4.3. City/Zip: Jefferson City, MO 65110
- 4.4. Phone Number: (573) 659-8805
- 4.5. Fax Number: (573) 659-8805
- 4.6. E-Mail Address: Korsmeyerfire@aol.com
- 4.7. Federal Tax ID: 43-1793481
- 4.7.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) L.H.C.

4.8. **PRICING** – The bidder must complete the following pages in their entirety for each item identified below. The bidder must also complete and return Attachment A, Prior Experience.

Service	Quantity	Unit Price	Extended Price
<b>4.8.1. SERVICE LOCATION: Courthouse</b>			
4.8.1.2. Obstruction Inspection - Performed once every 5 Years	2	\$600.00	\$1200.00
4.8.1.3. Wet Sprinkler System Inspection	1	\$250.00	\$250.00
4.8.1.4. Dry Pipe System Inspection	1	\$250.00	\$250.00
4.8.1.5. Fire Alarm Test & Inspection	1	\$350.00	\$350.00
<b>4.8.2. SERVICE LOCATION: Government Center</b>			
4.8.2.1. Obstruction Inspection - Performed once every 5 Years	1	\$600.00	\$600.00
4.8.2.2. Wet Sprinkler System Inspection	1	\$250.00	\$250.00
4.8.2.3. Fire Alarm Test & Inspection	1	\$350.00	\$350.00
4.8.2.4. Semi-Annual Novec 1230 Clean Agent Fire Suppression System Inspection	2	\$175.00	\$350.00
<b>4.8.3. SERVICE LOCATION: Boone County Annex Building</b>			
4.8.3.1. Fire Alarm Test & Inspection	1	\$175.00	\$175.00
<b>4.8.4. SERVICE LOCATION: Central MO Events Center</b>			
4.8.4.1. Obstruction Inspection - Performed once every 5 Years	1	\$600.00	\$600.00
4.8.4.2. Wet Sprinkler System Inspection	1	\$250.00	\$250.00
4.8.4.3. Fire Alarm Test & Inspection	1	\$175.00	\$175.00

<b>4.8.5.</b>	<b>SERVICE LOCATION: Johnson Building</b>		
4.8.5.1.	Fire Alarm Test & Inspection	1	\$ 175. <sup>00</sup> / <sub>xx</sub> \$ 175. <sup>00</sup> / <sub>xx</sub>
<b>4.8.6.</b>	<b>SERVICE LOCATION: Juvenile Justice Center</b>		
4.8.6.1.	Obstruction Inspection - Performed once every 5 Years	1	\$ 450. <sup>00</sup> / <sub>xx</sub> \$ 450. <sup>00</sup> / <sub>xx</sub>
4.8.6.2.	Wet Sprinkler System Inspection	1	\$ 250. <sup>00</sup> / <sub>xx</sub> \$ 250. <sup>00</sup> / <sub>xx</sub>
4.8.6.3.	Fire Alarm Test & Inspection	1	\$ 250. <sup>00</sup> / <sub>xx</sub> \$ 250. <sup>00</sup> / <sub>xx</sub>
<b>4.8.7.</b>	<b>SERVICE LOCATION: North Facility</b>		
4.8.7.1.	Fire Alarm Test & Inspection	1	\$ 175. <sup>00</sup> / <sub>xx</sub> \$ 175. <sup>00</sup> / <sub>xx</sub>
<b>4.8.8.</b>	<b>REPAIRS</b>		
4.8.8.1.	Hourly Rate During <b>Regular Business Hours: Monday – Friday, 8:00 a.m. – 5:00 p.m.</b>		\$65. <sup>00</sup> / <sub>xx</sub>
4.8.8.2.	Hourly Rate During <b>Evening Hours After 5:00 p.m. or on Saturday</b>		\$90. <sup>00</sup> / <sub>xx</sub>
<b>4.8.9.</b>	<b>PARTS</b> - All parts and material will be at the published List Price List from the Manufacturer less a % discount.		
4.8.9.1.	Please provide the % off list discount amount:		<b>1</b> %
<b>4.8.10.</b>	<b>RENEWALS</b> – The bidder shall indicate below the maximum increase or decrease for each potential renewal period.		
4.8.10.1.	0 % Increase / Decrease 1 <sup>st</sup> Renewal Period (April 1, 2015 to March 31, 2016)		
4.8.10.2.	1 % Increase / Decrease 2 <sup>nd</sup> Renewal Period (April 1, 2016 to March 31, 2017)		
4.8.10.3.	1 % Increase / Decrease 3 <sup>rd</sup> Renewal Period (April 1, 2017 to March 31, 2018)		
4.8.10.4.	2 % Increase / Decrease 4 <sup>th</sup> Renewal Period (April 1, 2018 to March 31, 2019)		

<b>4.9.</b>	<b>EMERGENCY CONTACT Twenty Four Hour Service Contact:</b>
	Name: <u>Brandon Korsmeyer</u>
	Telephone Number: <u>(573) 619-7994</u>
4.10.	Call Response Time Within <u>1</u> hours after notification by the County.
4.11.	Holidays – Bidder shall list holidays observed by their company:
	<u>NEW YEARS DAY, MEMORIAL DAY, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas</u>
4.12.	The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
4.12.1.	Authorized Representative (Sign By Hand): <u>Brandon Korsmeyer</u>
4.12.2.	Type or Print Signed Name: <u>Brandon Korsmeyer</u>
4.12.3.	Today's Date: <u>3-19-14</u>
4.13.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**ATTACHMENT A**  
**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: University of Missouri - Columbia  
Address: 900 East Stadium Blvd.  
Columbia, MO 65211  
Contact Name: Richard Drehly  
Telephone Number: (573) 999-6019

Date of Contract: 3-2011  
Length of Contract: 2011-2015

**Description of Prior Services (include dates):**

Clean Agent Suppression Systems Inspections + Testing  
Semi-annually From 3-2011 to present

**2. Prior Services Performed for:**

Company Name: Lake Regional Health Systems  
Address: 54 Hospital Drive  
Osage Beach, MO 65065  
Contact Name: Ron Meser  
Telephone Number: (573) 286-7374

Date of Contract: 6-2012  
Length of Contract: 2012 to present

**Description of Prior Services (include dates):**

Wet/Dry Sprinkles Systems Inspection + Testing Quarterly From 2012 to present  
Clean Agent Suppression Systems Inspection + Testing Semi-Annually From 2012 to present

**3. Prior Services Performed for:**

Company Name: Fort Leonard Wood / MO National Guard  
Address: Bldg. #1231 Fort Leonard Wod, MO 65473  
Contact Name: Paul McBride  
Telephone Number: (573) 690-0481

Date of Contract: 2-2008  
Length of Contract: 2008 to present (All done on individual PO's + WO's)

**Description of Prior Services (include dates):**

23 individual building fire alarm systems inspection + testing  
Annually in 2008, 2009, 2010, 2012



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 16-19MAR14 – Fire Alarm & Suppression Systems**  
**Inspection, Testing & Repairs**

**ADDENDUM #1 - Issued March 5, 2014**

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Bid Response.

Scope of Work for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

**I. The County has received the following question and is providing a response:**

**Question:** What steps are necessary to pre-approve the use of a subcontractor? Are background checks performed through Boone County or another 3<sup>rd</sup> party? Is there a cost associated? Can we proceed with the use of a subcontractor as long as the background requirements are met?

**Response:** If the County has not previously and recently done business with the awarded vendor, the Facilities Maintenance Department will require a background check of any contractors who will perform services at County facilities.

Background checks are performed by Boone County at no cost to the contractor.

Once subcontractors have been approved by the Facilities Maintenance Department and documentation regarding insurance as stipulated in the bid document has been received, the Contractor may proceed with the use of a subcontractor.

By: *Amy Robbins*  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 16-19MAR14 – Fire Alarm & Suppression Systems Inspection, Testing & Repairs receipt of which is hereby acknowledged:

Company Name: Korsmeyer Fire Protection  
Address: P.O. Box 104746 Jefferson City, MO 65110  
Phone Number: (573) 659-8805 Fax Number: (573) 659-8805  
E-mail: korsmeyerfire@aol.com  
Authorized Representative Signature: *Brandon Korsmeyer* Date: 3/19/14  
Authorized Representative Printed Name: Brandon Korsmeyer





**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 16-19MAR14 – Fire Alarm & Suppression Systems**  
**Inspection, Testing & Repairs**

**ADDENDUM #2 - Issued March 13, 2014**

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Bid Response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

**The County has received the following questions and is providing responses:**

**1. Question:** When are the inspections due in 2014?

**Response:** The County can schedule the 2014 inspections any time before December 31 then will maintain a 6-month schedule for all semi-annual and a 12-month schedule for all annual inspections from that date on.

**2. Question:** Can all inspections be done during normal business hours?

**Response:** Inspections for the Courthouse are scheduled for 6:00 a.m. in order to prevent disruption of Court services. All other inspections can be done during normal business hours unless otherwise requested for special circumstances by the County.

**3. Question:** For each building, do all inspections have to be performed on the same day and time?

**Response:** No, inspections can be scheduled as needed.

**4. Question:** Who holds the current contract with the County for these services?

**Response:** Simplex Grinnell

**5. Question:** Are copies of the most recent inspections available?

**Response:** Copies of the most recent inspections are attached to this addendum.

**In addition, the County is making the following changes to the specifications:**

**1. Change Section 2.14.1. Invoicing and Payment as follows:**

*Billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. Contractor shall provide individual invoices for each individual building. The County agrees to pay all invoices within thirty days of performance of services, receipt of inspection reports and an accurate invoice.*

**2. Replace original Attachment B with the attached, Revised Attachment B.** Changes were made to the frequency of inspection and description for the Boone County Government Center, Novec 1230 Clean Agent Fire Suppression System.

**3. Replace original Section 4. Response Form with the attached, Revised Response Form.** Changes were made to Item 4.8.2.4. to indicate a quantity of 2 Semi-Annual inspections.

Also attached is a copy of the Pre-Bid Conference vendor sign-in sheet.

By: Amy Robbins  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid 16-19MAR14 – Fire Alarm & Suppression Systems Inspection, Testing & Repairs receipt of which is hereby acknowledged:

Company Name: Korsmeyer Fire Protection

Address: P.O. Box 104746 Jefferson City, MO 65110

Phone Number: (573) 659-8805 Fax Number: (573) 659-8805

E-mail: KorsmeyerFire@aol.com

Authorized Representative Signature: Brandon Korsmeyer Date: 3/19/14

Authorized Representative Printed Name: Brandon Korsmeyer

# JASON KANDER

MISSOURI  
SECRETARY  
OF STATE

Business  
Services



Elections  
& Voting



Investor Protection  
& Securities



State  
Library



Records  
& Archives



Administrative  
Rules



Publications  
& Forms



## FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 3/21/2014

### Business Name History

Name	Name Type
KORSMEYER FIRE PROTECTION, L.L.C.	Legal

### Limited Liability Company - Domestic - Information

<b>Charter Number:</b>	LC0015122
<b>Status:</b>	Active
<b>Entity Creation Date:</b>	9/30/1997
<b>State of Business:</b>	MO
<b>Expiration Date:</b>	01/01/2027

### Registered Agent

<b>Agent Name:</b>	JAMES KORSMEYER
<b>Office Address:</b>	7904 ROUTE W JEFFERSON CITY MO 65101

### Mailing Address:

### Organizers

<b>Name:</b>	JAMES KORSMEYER
<b>Address:</b>	7904 ROUTE W JEFFERSON CITY MO 65101

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[Missouri State Government](#)  
[Employment](#)  
[Directions](#)  
[Site Map](#)  
[Employee Access](#)



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[Info@sos.mo.gov](mailto:Info@sos.mo.gov)  
 Branch Offices

SAM.gov will be down for a maintenance window from midnight on Friday, 3/21/2014 until 10:00 AM (EDT) on Saturday morning, 3/22/2014.

KORSMEYER FIRE PROTECTION LLC  
DUNS: 833448197 CAGE Code: 1JWC1  
Status: Active

5008 CONTRACTORS LN  
JEFFERSON CITY, MO, 65109-9504,  
UNITED STATES

**Entity Overview**

Entity Information

**Name:** KORSMEYER FIRE PROTECTION LLC  
**Business Type:** Business or Organization  
**POC Name:** Jim Korsmeyer  
**Registration Status:** Active  
**Activation Date:** 10/16/2013  
**Expiration Date:** 10/16/2014

Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1466.20140121-1343

WWW2

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 15th day of April 20 14

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 Consultant Services Agreement with Mid-Missouri Regional Planning Commission for professional administration services for the Manchester Heights Community Development Block Grant.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Consultant Services Agreement.

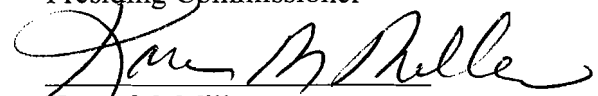
Done this 15<sup>th</sup> day of April, 2014.

ATTEST:

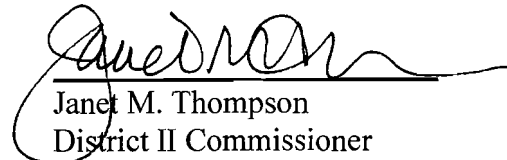
Wendy S. Moren  
Wendy S. Moren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

169-2014

## **Standard Form of Agreement Between Owner and Consultant For Professional Administration Services**

The following is an agreement made on this 14<sup>th</sup> day of March 2014, between the **County of Boone (Owner)** and the **Mid-Missouri Regional Planning Commission (Consultant)**. The owner intends to perform a community development project, and the owner and consultant in consideration of their mutual covenants herein agree in respect of the performance of professional administration services by consultant and the payment for those services by owner as set forth below. Consultant shall provide professional grant administration services for owner in all phases of the project to which this agreement applies, serve as the owner's representative for the project as set forth below, and shall provide professional consultation services hereunder.

### **Section 1 - Basic Services for Consultant**

The consultant shall:

- 1.1 Perform professional, administrative services as hereinafter stated which include the administration of the owner's Community Development Block Grant (CDBG), project number **2012-PF-15**. The specific services of the consultant are indicated in *Exhibit A, Scope of Services*.

### **Section 2 - Owner's Responsibilities**

The owner shall:

- 2.1 Provide all criteria and full information as to owner's requirements for the project and furnish copies of all documents related to the project.
- 2.2 Assist consultant by furnishing all available information pertinent to the project including previous reports and any other data relative to the project.
- 2.3 Give prompt written notice to consultant whenever owner observes or otherwise becomes aware of any development that affects the scope or timing of the consultant's services.
- 2.4 Bear all costs incident to compliance with the requirements of Section 2.

169-2014

### **Section 3 - Period of Service**

- 3.1 The provisions of this Section 3 and the rates of compensation for the consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.
- 3.2 The contractor agrees to complete the project by the ending date identified in the owner's "Grant Agreement" with the Missouri Department Economic Development (MO DED) for the CDBG Program from which part of the project has been financed.
- 3.3 If the owner has requested significant modifications or changes in the extent of the project, the time of performance of consultant's services and his rates of compensation shall be adjusted appropriately.

### **Section 4 - Payments to Consultant**

- 4.1 The maximum amount the owner shall pay the consultant for performance of this agreement shall not exceed **\$10,000** without written consent by the owner. Compensation will be based on time, expenses, materials, and overhead documented in a manner acceptable by the owner.
- 4.2 Billings will be made at the completion of the following milestones:
  - 25% of total Administrative Costs will be billed when CDBG issues "Project Approval Release of Funds" letter and "Removal of Grant Conditions" has been issued.
  - 50% of total Administrative Costs will be billed upon approval of contractors' payroll submission.
  - 75% of total Administrative Costs will be billed upon 50% of contractors' draw down.
  - 90% of total Administration Costs will be billed prior to final paper work.
  - 10% of total Administration Costs will be billed after final CDBG closeout approval.Owner shall make prompt payments in response to consultant's statements.

### **Section 5 - General Considerations**

- 5.1 The obligation to provide further service under this Agreement may be terminated by either party upon ten days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 5.2 The consultant shall comply with all applicable rules, regulation, laws and requirements in relation to the CDBG Program as distributed by MO DED.
- 5.3 The owner and consultant each binds him/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal

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representatives of such other party, in respect to all covenants, agreements and obligations to this Agreement.

5.4 Neither owner nor consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent consultant from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

**Section 6 - Special Provisions and Exhibits**

6.1 The following exhibits are attached to and made a part of this Agreement.

6.1.1 *Exhibit A, Scope of Services*, consisting of 1 page.

6.1.2 *Exhibit B, Terms and Conditions*, consisting of 5 pages.

6.2 This Agreement together with the exhibits identified above, constitute the entire agreement between the owner and consultant and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this Agreement, as of the day and year first above written.

Owner: SEE ATTACHED Date: \_\_\_\_\_

Consultant: Edward Dignam Date: 05-14-2014

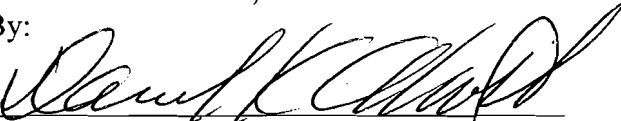


169-2014

**OWNER:**

**BOONE COUNTY, MISSOURI**

By:

  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

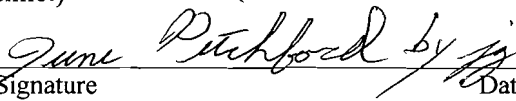
  
Wendy S. Noren, County Clerk *my*

APPROVED AS TO FORM:

  
CJ Dykhouse, County Counselor

**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.)

 by *jj* 03/27/2014 Dept 5270  
Signature Date Appropriation Amount

## **EXHIBIT A – SCOPE OF SERVICES**

The consultant shall complete, in a professional and timely manner, the following services relative to the owner's CDBG Program. Such actions shall be performed in a manner prescribed by the MO DED.

1. Financial Management (accounting, file maintenance, cost documentation, A-87 conformance, Request For Funds preparation, Budget Status Report preparation, bank statement reconciliation and related matters).
2. Environmental Review.
3. Labor Standards Compliance.
4. Civil Rights Compliance.
5. Public Participation Requirements.
6. Preparation of procurement documents for professional and construction contracts not being developed by other professional staff, except for engineering specifications and related contract documents; and a recommendation of successful proposal or bids.
7. Preparation of contract documents, except for engineering specifications and construction contract documents.
8. Completion of CDBG closeout forms and required performance reports.
9. Administer procedures required by the "Uniform Act" in relation to the acquisition of property.
10. Preparation of guidelines, procedures and forms for housing rehabilitation activities.

## EXHIBIT B – TERMS AND CONDITIONS

1. **Termination of Contract for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and Equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

2. **Termination for Convenience of the Owner.** The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph I hereof relative to termination shall apply.
3. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this Contract.
4. **Personnel**
  - a) The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
  - b) All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services

subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assign Ability.** The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
6. **Reports and Information.** The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Owner.
8. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. **Compliance with Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. **Equal Employment Opportunity.** During the performance of this Contract, the Consultant agrees as follows:
  - a) The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed,

color, national origin, religion, or sex. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.

- b) The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
- c) The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g) The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.

12. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  
13. **Section 109(a) of the Housing and Community Development Act of 1974.**
  - a) No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in; section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.
  
14. **Section 503 of Rehabilitation Act of 1973,** as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.

**Affirmative Action for Handicapped Workers**

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
  
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  
- c) In the event of contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

- 15. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
- 16. **Age Discrimination Act of 1975** - No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
- 17. **Interest of Members of the Owner**. No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.
- 18. **Interest of Other Local Public Officials**. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
- 19. **Interest of Consultant and Employees**. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants, that in the performance of this Contract, no person having any such interest shall be employed.

□□□

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 15th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby affirm its intention to defend and indemnify the individually-named County defendants in connection with the claims made in connection with the federal litigation Ryan Ferguson v. John Short, et al., Case No.: 2:14-cv-04062-NKL, provided the same is based on alleged acts or omissions occurring within the scope of their duties or employment as a former official or employee and that the aforementioned parties cooperate with the investigation and defense of the subject litigation. The County Counselor shall have the discretion to determine whether a claim or action arises out of an act or omission occurring within the scope of employment, to determine if the parties are cooperating with the defense of the action, and to take such other actions as he deems advisable to carry out the intent of this Order. In no event, however, shall this Commission Order require the County to pay any part of a claim or judgment for punitive damages, to broaden the County's liability beyond the provisions of RSMo Secs. 537.600 to 537.610, or to pay damages beyond the policy limits of any policy of insurance that is determined to provide coverage for the alleged acts or omissions.

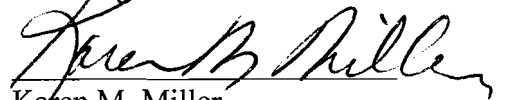
Done this 15<sup>th</sup> day of April, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



171-2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

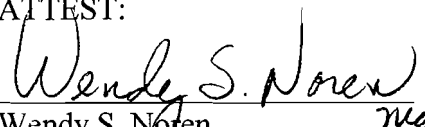
In the County Commission of said county, on the 15th day of April 20 14

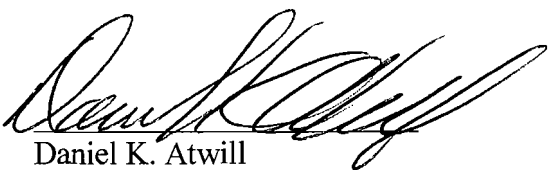
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize County Counselor C.J. Dykhouse to hire and otherwise arrange for outside counsel to represent the individually-named County defendants and the County of Boone in connection with the federal litigation Ryan Ferguson v. John Short, et al., Case No.: 2:14-cv-04062-NKL. The County Counselor is authorized to take such steps are necessary to effectuate this Order, including the preparation of budget revision or amendment documentation, signing of engagement letters, and other such actions as he deems advisable to carry out the intent of this Order.

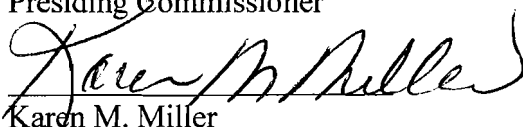
Done this 15<sup>th</sup> day of April, 2014.

ATTEST:

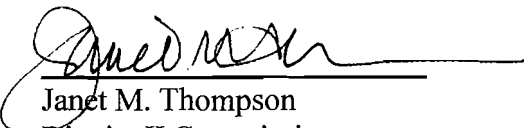
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

172-2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 15th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached resolution regarding the Boone Hospital Trustees and a strip of land along Forum Boulevard.

Done this 15<sup>th</sup> day of April, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner  
Karen M. Miller  
Karen M. Miller  
District I Commissioner  
Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

RESOLUTION DECLARING NEED TO ACQUIRE PROPERTY  
FOR THE BOONE HOSPITAL TRUSTEES

NOW ON THIS 15<sup>th</sup> day of April, 2014, the County of Boone, by and through its County Commission, met in session and adopted the following Resolution:

WHEREAS, the Boone County Commission has agreed to move forward with a condemnation pursuant to RSMo Sec. 205.240 at the request of the Boone County Hospital Board of Trustees who found there is a need to build sidewalks for a proposed medial center; and

WHEREAS, the County of Boone, through the County Commission, is authorized and empowered to acquire real estate interests for hospital purposes at the request of the County Hospital Board of Trustees under the laws of the State of Missouri; and

WHEREAS, the acquisition of property is necessary in order to build the sidewalks to current standards and specifications to support a medical building project underway by the County Hospital Board of Trustees; and

WHEREAS, a specific description of the owners of the subject real estate interests, and the interest in land necessary to be acquired in order to proceed with the project, are attached hereto as exhibits and incorporated herein by reference;

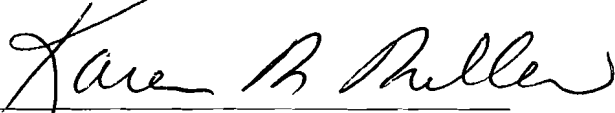
NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

- 1) The Boone County Commission has found that the acquisition of the interests in real estate described in the attached exhibits are necessary for public use.
- 2) The County Counselor or his designee is authorized and directed to negotiate with the owners of the said property and to send all required notices on behalf of the County to acquire the necessary interests in real estate. Said negotiations shall be subject to the final approval of the County Commission.
- 3) The payment of damages, if any, to the owners thereof, shall be paid out from the Boone County Hospital Board of Trustees from funds appropriated for that purpose and any special funds received for making these improvements.
- 4) Should the County be unable to acquire any and all of the required interests in real estate through negotiation, the County Counselor is authorized and directed to commence, in the name of the County, a condemnation action to condemn such real estate as described in the attached exhibits which cannot be voluntarily obtained against all parties who have an interest therein, and provide all notices as required by law.

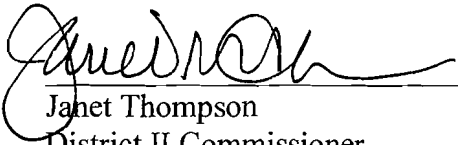
SO RESOLVED AND ORDERED the day and year first above written.



Daniel K. Atwill  
Boone County Presiding Commissioner

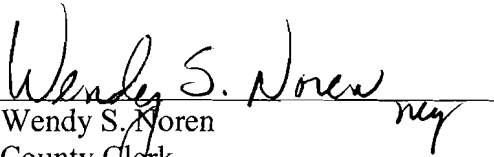


Karen M. Miller  
District I Commissioner



Janet Thompson  
District II Commissioner

ATTEST



Wendy S. Noren  
County Clerk

**EXHIBIT**

*A tract of land located partially in the South Half (S 1/2) of Section Twenty-six (26) and the Northwest Quarter (NW 1/4) of Section Thirty-five (35), all in Township Forty-eight North (48N), Range Thirteen West (13W) of Boone County, Missouri, said tract also being a part of a Survey recorded in Book 9, Page 33 of said County Records, and a portion of said tract being a part of Lot Three (3) of Woodrail Subdivision, Plat One (1), as recorded in Book 11, Page 2 of said County Records and being more particularly described as follows:*

*BEGINNING at the Quarter corner common to Sections Twenty-six (26) and Thirty-five (35); thence South 0°31'30" East with Quarter Section Line, 850.00 feet; thence leaving said line, South 89°29' West, 399.93 feet; thence North 67°16' West to and with the boundary of Woodrail Meadows Amended Plat One (1) as recorded in Book 13, Page 22 of Boone County Records, 761.10 feet; thence continuing with said boundary, North 0°30' West, 580.10 feet to South right-of-way of Nifong Blvd.; thence North 3°41' East, 50.0 feet to centerline of said Blvd.; thence North 86°19' West, 325.71 feet; thence North 24°24' West, 56.67 feet to the Northerly right-of-way of said Blvd. and the Southwesterly corner of the above described Lot Three (3); thence North 32°28' East, 382.67 feet to a point on the Northerly side of said Lot Three (3); thence with the boundary of said Lot North 82°52' East, 667.75 feet; thence continuing with said boundary, North 12°54' East, 721.41 feet, said point being a corner on Plats recorded in Plat Book 11, Page 2, Plat Book 14, Page 73, Plat Book 18, Page 44 and a Survey recorded in Book 465, Page 506 all in said County Records; thence North 55°44' East, 364.63 feet to the Westmost corner of Woodrail Plat No. Twelve (12) as recorded in PLAT Book 18, Page 24; thence with boundary of said Plat, South 33°53' East, 176.25 feet; thence continuing with said boundary, North 61°50' East, 264.50 feet to the centerline of West Blvd. South and a point on the Westerly boundary of Woodrail Plat No. Eleven (11) as recorded in Plat Book 17, Page 33 of said County Records; thence with said boundary along a curve to the right having a radius of 818.51 feet; 761.79 feet to the PT of said curve, said PT lying South 1°30' East, 734.49 feet from the previous point; thence continuing with said boundary, South 25°09' West, 286.02 feet to the PC of a curve; thence with said curve having a radius of 818.51 feet, 279.83 feet to the PT, said PT lying South 15°22' West, 278.40 feet from the previous point; thence continuing with said boundary, South 5°34' West, 178.20 feet to the Southwest corner of said Plat No. Eleven (11); thence North 83°12' West, 23.85 feet to the POINT OF BEGINNING and containing 50.84 acres, more or less, Records of Boone County, Missouri;*

*EXCEPTING therefrom that part thereof conveyed to Boone County National Bank, a National Banking Association by Special Warranty Deed recorded January 5, 1990 in Book 756, Page 347, Records of Boone County, Missouri;*

*ALSO EXCEPTING therefrom that part thereof conveyed to James R. Estes and Sara S. Estes, husband and wife by Warranty Deed recorded January 15, 1990 in Book 757, Page 464, Records of Boone County, Missouri;*

*ALSO EXCEPTING therefrom that part thereof conveyed to Orscheln Properties Co., a Missouri General Partnership by Warranty Deed recorded February 28, 1990 in Book 761, Page 900, Records of Boone County, Missouri;*

*ALSO EXCEPTING therefrom that part thereof conveyed to Orscheln Properties Co., a Missouri General Partnership by Warranty Deed recorded June 11, 1990 in Book 777, Page 8, Records of Boone County, Missouri;*

*ALSO EXCEPTING therefrom that part thereof conveyed to Orscheln Properties Co., a Missouri General Partnership by Warranty Deed recorded August 31, 1990 in Book 789, Page 440, Records of Boone County, Missouri;*

*ALSO EXCEPTING therefrom that part thereof conveyed to New Covenant Baptist Church of Columbia, Missouri, a Missouri not-for-profit corporation by Special Warranty Deed recorded July 10, 1992 in Book 909, Page 343, Records of Boone County, Missouri;*

*ALSO EXCEPTING therefrom that part thereof conveyed to Orscheln Properties Co., a Missouri General Partnership by Partnership Special Warranty Deed recorded December 30, 1994 in Book 1128, Page 306 and corrected by Corrective Partnership Special Warranty Deed recorded April 25, 1995 in Book 1147, Page 652, Records of Boone County, Missouri;*

*ALSO EXCEPTING therefrom that part thereof conveyed to Orscheln Properties Co. L.L.C., a Missouri Limited Liability Company by Partnership Special Warranty Deed recorded April 25, 1995 in Book 1147, Page 655 and corrected by Corrective Partnership Special Warranty Deed recorded April 11, 1996 in Book 1221, Page 844, Records of Boone County, Missouri;*

*ALSO EXCEPTING therefrom that part thereof conveyed to Orscheln Properties Co. L.L.C., a Missouri Limited Liability Company by Partnership Special Warranty Deed recorded January 9, 1996 in Book 1201, Page 643 and corrected by Corrective Partnership Special Warranty Deed recorded April 11, 1996 in Book 1221, Page 848, Records of Boone County, Missouri;*

*ALSO EXCEPTING therefrom that part thereof conveyed to Orscheln Properties Co. L.L.C., a Missouri Limited Liability Company by Partnership Special Warranty Deed recorded January 30, 2004 in Book 2434, Page 52, Records of Boone County, Missouri;*

**This tract may also be described as follows:**

**A small triangular-shaped tract of land located in the Northwest Quarter (NW ¼) of Section Thirty-five (35), Township Forty-eight (48) North, Range Thirteen (13) West, of the Fifth (5<sup>th</sup>) Principal Meridian, in the City of Columbia, Boone County, Missouri, said tract of land being bounded on the west by the east right-of-way line of Forum Boulevard; on the east by the west line of Tract One (1) of the survey recorded in Book 971, Page 285, Records of Boone County, Missouri; and on the south by the north line of Lot Twenty-five (25) of Woodrail South Plat One (1) as recorded in Plat Book 20, Page 74, Records of Boone County, Missouri.**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 15th day of April 20 14

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 Consultant Services Agreement with Engineering Surveys and Services for additional geotechnical engineering on Angel Lane.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Consultant Services Agreement.

Done this 15<sup>th</sup> day of April, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the \_\_\_\_\_ day of April, 2014, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

**Consultant Name:** Engineering Surveys and Services, 1113 Fay Street, Columbia, MO 65201

**Project/Work Description:** Additional geotechnical engineering for alternate on Angel Lane.

**Proposal Description:** Additional services to be provided are: topographic survey and revision of plans & specifications to include the additional alternate. Description of work more fully outlined in attached proposal.

**Modifications to Proposal:** Fees and expenses shall not exceed \$6000.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

**ENGINEERING SURVEYS AND SERVICES**

By John D. Bohren

Title Member

Dated: 4/14/14

**BOONE COUNTY, MISSOURI**

By [Signature]

Presiding Commissioner

Dated: 4-15-14

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**ATTEST:**

Wendy S. Nowe  
County Clerk

**APPROVED:**

[Signature]  
Resource Management Director

**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 appropriations sufficient to pay the costs arising from this contract.

June E. Pitchford 4/8/14 2045-71102  
Auditor by af Date



173-2014

# *Engineering Surveys and Services*

Consulting Engineers, Scientists, and Land Surveyors  
Analytical and Materials Laboratories

1113 Fay Street  
Columbia, Missouri 65201  
Telephone 573-449-2646  
Facsimile 573-499-1499

E-Mail [ess@ESS-Inc.com](mailto:ess@ESS-Inc.com)  
<http://www.ESS-Inc.com>

March 31, 2014

Mr. Derin Campbell  
Boone County Resource Management  
801 East Walnut Street  
Columbia, MO 65201

Re: Professional Service Proposal  
Angel Lane Reconstruction  
Boone County, Missouri

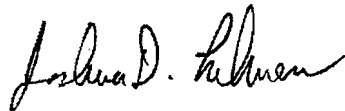
Dear Mr. Campbell:

Per our previous phone conversations, we understand there is an additional alternate to the plan for the above referenced. The alternate includes full depth concrete pavement for the west 1,500 lineal feet of Angel Lane and will require a topographic survey of the area. Additionally, the plans and specifications will be revised and finalized for the roadway plan and profile and the additional alternate.

We are prepared to provide these services for a not to exceed fee of \$6,000, which brings the total not to exceed fee to \$17,000 for the project. All billing for these services will be on a time expended basis in accordance with the attached fee schedule with payment terms of net 30 days from the date of invoice.

I trust this provides the information you requested. We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or need any additional information regarding our services, please contact me.

Respectfully submitted,



Joshua D. Lehmen, PE

4/7/14

**REQUEST  
DATE**

**PURCHASE REQUISITION  
BOONE COUNTY, MISSOURI**

2064

**VENDOR NO.**

Engineering Surveys & Services

**VENDOR NAME**

Professional Services

**BID NUMBER**

Ship to Department # 2045

Bill to Department # 2045

Department	Account	Item Description	Qty	Unit Price	Amount
2045	71102	Additional survey & road plans	NOT TO	EXCEED	\$6,000.00
		for Angel Lane alternate to			
		include full depth concrete @			
		west 1,500 ft			
<b>GRAND TOTAL:</b>					<u>6,000.00</u>

I certify that the goods, services or charges above specified 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.

[Signature]  
**Approving Official**

[Signature]  
**Prepared By**

cg 4/8/14  
**Auditor Approval**