

446 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 14th day of September 20 10

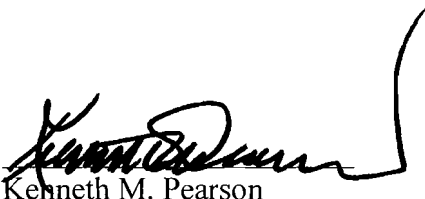
the following, among other proceedings, were had, viz:

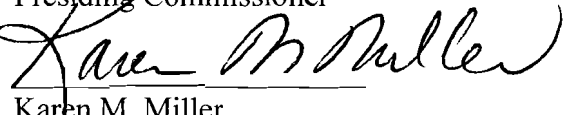
Now on this day the County Commission of the County of Boone does hereby award bid 37-04Aug10 Snow and Ice Control Services to Diamond "C" Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said term and supply contract.

Done this 14th day of September, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: September 1, 2010
RE: 37-04AUG10 – Snow and Ice Control Services Term and Supply

The Bid for Snow and Ice Control Services Term and Supply closed on August 04, 2010. One bid was received. Purchasing and the Boone County Public Works Department recommend award to Diamond C Services for offering the lowest and best bid for Boone County.

This is a term and supply contract. Statements will be paid from department 2040 – Public Works Maintenance Operations and Account 71100 – Outside Services. For this service, \$44,680 is budgeted in the fiscal year 2010 and \$30,000 is budgeted for the fiscal year 2011.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Derin Campbell
Bid File

37-04AUG10 - Snow and Ice Control Services Term and Supply

BID TABULATION			Diamond C Services		
OPTION 1	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)		
Medium Duty Plow & V-Box Spreader: Minimum - ¾ Ton 4WD Pickup or Flatbed; 7 ½' blade (sidekicks included); Dual Wheeled Vehicles – 8 ½' blade (sidekicks included); 2.0 C.Y. (struck capacity) V-Box Spreader					
Vehicle #1: 2010 F250 Licensed Capacity 12lbs	\$250.00	\$70.00	\$320.00		
Vehicle #2: 1995 Chevy Licensed Capacity 18 lbs	\$250.00	\$70.00	\$320.00		
OPTION 2	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)		
Medium/ Heavy Duty Plow & V-Box Spreader: Minimum - Single Axle Dump Truck or - 1 Ton Flatbed Truck; Maximum turning radius of 36'; 10' blade (sidekicks included); 4.0 C.Y. (struck capacity) Bulk Spreader					
Vehicle #1: 1985 INT 1900 Licensed Capacity: 30 K lbs	\$265.00	\$70.00	\$335.00		
OPTION 3	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)		
Light Duty – Plow & Tailgate Spreader: Minimum ¾ Ton 4 WD Pickup or Flatbed; Minimum - ¾ Ton 4 WD Pickup or Flatbed; 7 ½' blade (sidekicks included); Dual Wheeled Vehicles – 8 ½' blade (sidekicks included); Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material					
Vehicle #1 : _____ Capacity lbs Licensed	\$	\$	\$		
OPTION 4	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)		
Light Duty – Plow Only: Minimum - ¾ Ton 4 WD Pickup or Flatbed; 7 ½' blade (sidekicks included); Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)					
Vehicle #1: _____ Licensed Capacity lbs	\$	\$	\$		
Renewal Pricing	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)		
4.7.1.1 2nd Term					
Option 1	No Bid	No Bid	No Bid		
Option 2	No Bid	No Bid	No Bid		
Option 3	No Bid	No Bid	No Bid		
Option 4	No Bid	No Bid	No Bid		
4.7.1.2 3rd Term					
Option 1	No Bid	No Bid	No Bid		
Option 2	No Bid	No Bid	No Bid		
Option 3	No Bid	No Bid	No Bid		
Option 4	No Bid	No Bid	No Bid		

No Bids
 Sulter Lawn Service LLC
 Columbia Turf, LLC
 Grizzly Bear Lawn Care
 Grant Excavating

**PURCHASE AGREEMENT
FOR
SNOW AND ICE CONTROL SERVICES**

THIS AGREEMENT dated the 14 day of September 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Diamond "C" Services**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, **Snow and Ice Control Services Term & Supply**, County of Boone Request for Bid number **37-04AUG10**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **July 29, 2010** and executed by **Kathy Crane** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **September 01, 2010 and extend through August 31, 2011** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with at least two medium duty plow & v-box spreader trucks @ \$320.00 per hour for snow and ice control services for option 1 of the bid documents, and at least one heavy duty plow & v-box spreader vehicle @ \$335.00 per hour for snow and ice control services as per option 2 of the bid documents. Vehicles shall be fully equipped as described in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Services - Contractor agrees to provide the services as outlined in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works department. Billings may only include the prices listed in the Contractor's bid response No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

DIAMOND C SERVICES

by Kathy Crane

title Sec

address 8100 E Cedar Hill Rd
Ashland MO 65010

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Ken Pearson, Presiding Commissioner

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature

9/8/10
Date

2040/71100 - Term and Supply

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 14th day of September 20 10

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

Now on this day the County Commission of the County of Boone does hereby accept the findings by the Public Works Department and the Health Department over the public nuisance request located at Lot 32 Old Plank Village Plat 1 (parcel # 20-216-10-08-032.00 01). The property will be subjected to the following terms:

- The property owner is not required to maintain the weeds constantly below the 12 inch height required in the County Health ordinance.
- There will be a requirement to annually mow the site down to 6 inches after August 15, but before October 1, each year to address high weeds and still provide storm water benefits. The property owner should mow all but the steepest slopes, but should avoid the areas in close proximity to storm water drainage outlets protected by rock.
- A 15 foot buffer should be mowed and maintained adjacent to the neighboring properties year round.

Done this 14th day of September, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

From: Georganne Bowman
To: Kristina Johnson
Date: 9/10/2010 10:27 AM
Subject: Fwd: Re: Reichlin weed hearing
Attachments: Re: Reichlin weed hearing

Hey there Kristina,

Sorry I was unable to hang out with you yesterday. It was a crazy/busy day.

Can you put the Reichlin weed issue back on the commission agenda for next week?

The health department, county commission and stormwater program have agreed to the following...

The grasses and vegetation helps to reduce potential storm water issues at the site, and also agree that the high weeds could be considered a public health issue.

We also agree the vegetation covering most of the site could be mowed now without adversely effecting storm water concerns; provided it is done correctly. We believe the property owner should not be required to maintain the weeds constantly below the 12 inch height required in the health ordinance. A once per season mowing should act as a compromise to the public health and safety concerns and also help reduce storm water issues.

As a future plan for managing the vegetation we propose a once annual mowing of the site after August 15, but before October 1, each year to address the high weeds and also embrace storm water concerns. The property owner should mow all but the steepest slopes, but should be careful to avoid the areas in close proximity to storm water drainage outlets protected by rock. A 15 foot buffer should be mowed and maintained around the perimeter of the property year round.

Let me know if you have any questions. Have a great weekend.

g

From: Karen Miller
To: Bowman, Georganne
Date: 9/10/2010 10:22 AM
Subject: Re: Reichlin weed hearing

Yes please
Kmm

-----Original Message-----

From: Georganne Bowman
To: Miller, Karen <KMiller@boonecountymo.org>
To: Pearson, Ken <KPearson@boonecountymo.org>
To: Elkin, Skip <SElkin@boonecountymo.org>
To: Worley, Gerald <GRW@GoColumbiaMO.com>
Cc: Browning, Stephanie <SKBrowni@GoColumbiaMO.com>

Sent: 9/10/2010 10:10:31 AM
Subject: Re: Reichlin weed hearing

Do we need to get this on an upcoming commission agenda to finalize the decision and let Mr. Reichlin know the outcome?

I can follow up with Kristina. ...just unsure of the protocol, and didn't want to step on any toes.

Thanks
g

Georganne Bowman
Stormwater Coordinator
Boone County Public Works
gbowman@boonecountymo.org
573-449-8515 ext 235

>>>

From: "Skip Elkin" <SElkin@boonecountymo.org>
To: "Karen Miller" <KMiller@boonecountymo.org>, "Ken Pearson" <KPearson@boonecountymo.org>, "Gerald Worley" <GRW@GoColumbiaMO.com>
Date: 9/3/2010 10:43 AM
Subject: Re: Reichlin weed hearing
CC: "Jessica Sapp" <JSapp@boonecountymo.org>, "Stephanie Browning" <SKBrowni@GoColumbiaMO.com>
I met with Georganne out at site and this sounds like a good plan to me.

Skip Elkin
Northern (District II) Commissioner
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201-7732
1.573.886.4305
selkin@boonecountymo.org

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>>> "Gerald Worley" <GRW@GoColumbiaMO.com> 9/3/2010 10:24 AM >>>
To: Boone County Commission
From: Gerald Worley and Georganne Bowman
Subject: Reichlin weeds issue
Date: August 30, 2010

On August 30 we met at the Steve Reichlin site to look at, and to discuss the growth of high grasses and weeds owned by Steve Reichlin. We agree the grasses and vegetation helps to reduce potential storm water issues at the site, and also agree that the high weeds could be considered a public health issue.

We also agree the vegetation covering most of the site could be mowed now without adversely effecting storm water concerns; provided it is done correctly. We believe the property owner should not be required to maintain the weeds constantly below the 12 inch height required in the health ordinance. A once per season mowing should act as a compromise to the public health and safety concerns and also help reduce storm water issues.

As a future plan for managing the vegetation we propose a once annual mowing of the site after August 15, but before October 1, each year to address the high weeds and also embrace storm water concerns. The property owner should mow all but the steepest slopes, but should be careful to avoid the areas in close proximity to storm water drainage outlets protected by rock. A 15 foot buffer should be mowed and maintained around the perimeter of the property year round.