

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 16th day of May 20 24


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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000781 (12-17APR24) with Capital Paving and Construction, LLC for the purchase of Mill and Overlay Products and Services.


The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 16<sup>th</sup> day of May 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Gerskin**  
Buyer



5551 S. Tom Bass Rd.  
Room 205  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonecountymmo.org](mailto:agerskin@boonecountymmo.org)

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TO: Boone County Commission  
FROM: Amy Gerskin  
DATE: April 26, 2024  
RE: 12-17APR24 – 2024 Mill & Overlay – Term & Supply

Request for Bid #12-17APR24 – 2024 Mill & Overlay – Term & Supply opened on April 17, 2024. Two (2) bids were received. Resource Management recommends award by low bid to Capital Paving and Construction, LLC. The County contract number is C000781.

This is a term and supply contract and will be paid from department 2041 – Road and Bridge Infrastructure Preservation/Rehab, account 71100 – Outsourced Services. The budgeted amount for this contract is \$500,000.00. The estimated expenses for this contract are \$554,125.10. Savings from C000782 (11-17APR24) for Preservation Chip Seal will be applied to cover the additional costs. A ten (10) percent contingency has also been added to the PO for a total cost of \$609,537.61.

Attn: Bid Tab

cc: Dan Haid, Resource Management

Bid File



**PURCHASE AGREEMENT FOR  
2024 MILL & OVERLAY TERM & SUPPLY**

THIS AGREEMENT, C000781, dated the 16th day of May 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Capital Paving & Construction, LLC**, herein "Contractor."

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

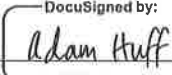
1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **2024 Mill & Overlay - Term and Supply**, bid number **12-17APR24**, any applicable addenda, and the Contractor's bid response dated **April 17, 2024**, and executed by **Adam Huff** on behalf of the Contractor. All such documents shall constitute the contract documents 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 a conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, and any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Mill and Overlay Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices outlined in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **May 1, 2024**, and extend through **December 31, 2024**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract before the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management – Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges over 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; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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, that the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns as long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid, bid specification, or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

- b. County may terminate this agreement if in the opinion of the Boone County Commission if the delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the 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.

**CAPITAL PAVING & CONSTRUCTION, LLC**

**BOONE COUNTY, MISSOURI**  
By: Boone County Commission

By  \_\_\_\_\_  
DocuSigned by:  
D9EFDC032A06439...

 \_\_\_\_\_  
DocuSigned by:  
57400BED98434D4...

Kip Kendrick, Presiding Commissioner

Title Estimator/Project Manager

APPROVED AS TO FORM:

ATTEST:

 \_\_\_\_\_  
DocuSigned by:  
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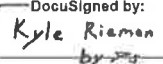
CJ Dykhous, County Counselor

 \_\_\_\_\_  
DocuSigned by:  
D267E2428FB948C...

Brianna L. Lennon, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

 _____ DocuSigned by: E3D6F2FD3CE04B1...	5/6/2024	Term & Supply – No encumbrance required.
Signature	Date	Appropriation Account

240 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 16th day of May 20 24


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


Now on this day, the County Commission of the County of Boone does hereby approve the Award of County Contract C000778 awarded from Cooperative Contract EC07-23 with CSS-Mindshare of Lincoln, Nebraska for 911-Equipment and Emergency Notification Software and Services for the Boone County Joint Communications Department.

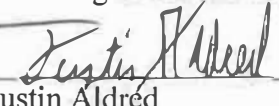
The Contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

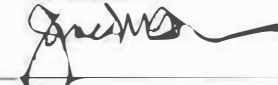
Done this 16<sup>th</sup> day of May 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: April 30, 2024  
RE: Award C000778 from Co-op Contract EC07-23 for 911 Equipment & Emergency Notifications Software and Services – Countywide Term & Supply

Purchasing requests approval of contract C000778 using HGAC-Buy cooperative contract EC07-23 for the purchase of 911 Equipment and Emergency Notification Software and Services. Contract C000778 is with CSS-Mindshare of Lincoln, Nebraska for the purchase radio console system equipment and software for the Boone County Joint Communications Center. This is a Countywide Term & Supply used primarily by the Boone County Joint Communications Department and the Boone County Sheriff's Office.

/lp

c: Contract File

05/03/24

RQST  
DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

16325

CSS-Mindshare

EC07-23

VNDR #

VENDOR NAME

BID #

Ship to Dept #: 2704

Bill to Dept #: 2704

Dept	Account	Item Description	Qty	Unit Price	Amount
2704	91900	BCJC 609 System - Dispatch Position (Backup Dispatch for Dispatch Center)	1	\$148,498.60	\$148,498.60
2704	91900	BCJC 609 System - Infrastructure/Equipment Room Items	1	\$176,902.05	\$176,902.05
2704	91900	BCJC ECC Systems -Dispatch Position Items (Main Dispatch Cneter and EOC)	1	\$525,332.16	\$525,332.16
2704	91900	BCJC ECC System - Infrastructure/Equipment Room Items	1	\$180,632.07	\$180,632.07
2704	91900	Service: Mindshare Factory - Staging Phase 1 (BCJC 609)	1	\$16,600.00	\$16,600.00
2704	91900	Service: Mindshare Factory - Staging Phase 2 (BCJC ECC)	1	\$16,600.00	\$16,600.00
2704	91900	Service: On-Site Optimization Services Phase 1 (BCJC 609)	1	\$16,600.00	\$16,600.00
2704	91900	Service: On-Site Optimization Services Phase 2 (BCJC ECC)	1	\$16,600.00	\$16,600.00
2704	91900	3-Year Extended Warranty	1	\$99,650.00	\$99,650.00
2704	91900	HGAC Administrative Fee (2%)	1	\$23,948.30	\$23,948.30
2704	91900	Shipping - Included	1	\$0.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 1,221,363.18

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.

  
Approving Official

  
Prepared By



\_\_\_\_\_  
Auditor Approval



**PURCHASE AGREEMENT FOR  
911 Equipment & Emergency Notification Software and Services**

**THIS AGREEMENT**, County contract **C000778**, awarded from cooperative contract **EC07-23**, dated the 16th day of May 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **CSS-MINDSHARE LLC** herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for a contract for the furnishing of **911 Equipment & Emergency Notification Software and Services** in compliance with all bid specifications and any addenda issued for the HGACBuy cooperative purchasing program, contract **EC07-23**, the CSS-Mindshare quote dated **April 30, 2024** which shall be incorporated into the contract as **Attachment One** as well as 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 the 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 HGACBuy contract number **EC07-23**, and Boone County's Standard Terms and Conditions shall prevail and control over the contractor's bid response.

**2. Purchase** - The County agrees to purchase from the contractor and the contractor agrees to provide the County with the equipment and services identified in **Attachment One** as follows for the Boone County Joint Communications Department. Any subsequent order from the contract shall be accomplished as separate written amendment to the contract with a Purchase Order respective to the subsequent order:

Description	Firm Total Price – HGAC Price – Already Discounted 17% from MSRP (2023 Price List)
BCJC 609 System – Dispatch Position Items (Backup Dispatch for Dispatch Center)	\$148,498.60
BCJC 609 System – Infrastructure/Equipment Room Items	\$176,902.05
BCJC ECC Systems – Dispatch Position Items (Main Dispatch Center and EOC)	\$525,332.16
BCJC ECC System – Infrastructure/Equipment Room Items:	\$180,632.07
Sub-Total All Systems Equipment	\$1,031,364.88
Shipping	Included
Service: Mindshare Factory - Staging Phase 1 (BCJC 609)	\$16,600.00
Service: Mindshare Factory - Staging Phase 2 (BCJC ECC)	\$16,600.00
Service: On-Site Optimization Services Phase 1 (BCJC 609)	\$16,600.00

Service: On-Site Optimization Services Phase 2 (BCJC ECC)	\$16,600.00
3-Year Extended Warranty	\$99,650.00
HGAC Administrative Fee (2%)	\$23,948.30
<b>Grand Total Firm Price</b>	<b>\$1,221,363.18</b>

3. **Contract Duration** - This agreement shall commence on **May 01, 2024 and extend through June 30, 2025.**

4. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County Department or Office. For deliveries and billing to Boone County Joint Communications, send to 2145 County Drive, Columbia, MO 65202. Billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the contractor's quote. The County agrees to pay all invoices within thirty days of receipt. The contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Warranty** – The manufacturer's standard warranty shall apply and commence upon the County's acceptance of the seating.

6. **Delivery** – Delivery shall be to the ordering Boone County office or department. For deliveries to the Boone County Joint Communications Department, deliver to 2145 County Drive, Columbia, Missouri, 65202. Expected delivery is 60-90 days after equipment staging in at CSS-Mindshare's facility in Lincoln, Nebraska; if longer time is required because of supply chain disruptions, the contractor shall promptly communicate any delay and coordinate with the ordering office/department about delivery.

7. **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.

8. **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.

9. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or

d. 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.

**CSS-MINDSHARE LLC**

**BOONE COUNTY, MISSOURI**

By DocuSigned by:  
Jack Hines  
FA9367DA9C72440...

By: Boone County Commission

Title General Manager

DocuSigned by:  
[Signature]  
57400BED96434D4...

Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
[Signature]  
7D71DEAEB9D74DD...

DocuSigned by:  
Brianna L. Lenson  
D267E242BFB948C...

County Counselor

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.)

Countywide Term & Supply

DocuSigned by:  
Kylie Rieman by AI  
8E8FE1148A274E1...

5/9/2024

Signature

Date

Appropriation Accounts

241 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 16th day of May 20 24

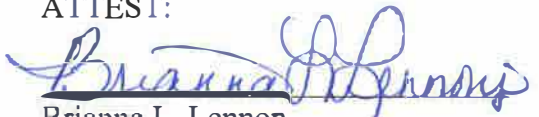
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000782 (11-17APR24) with Missouri Petroleum Company LLC for the purchase of Preservation Chip Seal Products and Services.


The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

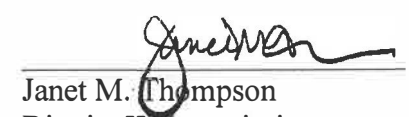
Done this 16<sup>th</sup> day of May 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Amy Gerskin  
Buyer



5551 S. Tom Bass Rd.  
Room 205  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonecountymmo.org](mailto:agerskin@boonecountymmo.org)

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TO: Boone County Commission  
FROM: Amy Gerskin  
DATE: April 26, 2024  
RE: Bid Award Recommendation: *11-17APR24 - 2024 Preservation  
Chip Seal for Boone County*

Request for Bid *11-17APR24 - 2024 Chip Seal Pavement Preservation for Boone County* closed on April 17, 2024. Two bids were received from Missouri Petroleum Company LLC and Vance Brothers Inc.

Dan Haid of Resource Management recommends awarding Missouri Petroleum Company LLC for offering the lowest and best bid. The County contract number is C000782.

The budgeted cost of the contract is \$1,887,624.02. There will be a 5% contingency on the chip seal portion of the contract totaling \$94,381.20 making the Purchase Order total \$1,982,005.22.

\$1,251,219.58 will be paid from department 2041 - R&B RM Road Infrastructure Rehab and Preservation, account 71202 - Contractor Costs. There is a 5% contingency of \$62,560.98.

\$636,404.44 will be paid from department 2040 - R&B road maintenance - Outsourced services, account 71100 - Outsourced Services. There is a 5% contingency of \$31,820.22.

**The Purchase Order total is \$1,982,005.22.**

ATT: Bid Tab

cc: Bid File  
Dan Haid, Kelle Westcott, Resource Management



**CONTRACT AGREEMENT**

THIS AGREEMENT, **C000782**, is made and entered into by and between the County of Boone, Missouri (hereinafter referred to as the County), and **Missouri Petroleum Products Company LLC**, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the County and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 11-17APR24  
2024 CHIP SEAL PAVEMENT PRESERVATION FOR  
BOONE COUNTY, CALLAWAY COUNTY, AND THE CITIES OF ASHLAND, FULTON, AND  
MEXICO, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

		<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.9.1	3/8" Preservation Chip Seal Treatment	367,722 SY	\$3.29	\$1,209,805.38
4.9.3.	Temporary Centerline Markers	1,710 SY	\$2.00	\$3,420.00
4.9.4.	Additional Post Sweeping	189,971 SY	\$0.20	\$37,994.20
<b>DEPARTMENT 2041 TOTAL</b>				<b>\$1,251,219.58</b>
		<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.9.1	3/8" Preservation Chip Seal Treatment	193,436 SY	\$3.29	\$636,404.44
<b>DEPARTMENT 2040 TOTAL</b>				<b>\$636,404.44</b>

**Unit Prices as Needed**

4.9.3	Temporary Centerline Markers	EA	\$2.00	\$3,420.00
4.9.4	Additional post-sweeping (Per section 2.33.6.)	SY	\$0.20	\$37,994.20

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Introduction and General Conditions Bidding
- Primary Specifications
- Response Presentation and Review
- Response Form
- Project Lists and Location Maps
- Statement of Bidder Qualifications
- Standard Terms and Conditions
- Debarment Certificate
- Instructions for Compliance with House Bill 1549
- Work Authorization Certification
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgement
- Prevailing Wage Order 30 (Filed 3/09/2023)
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law
- Performance Bond,
- Labor & Material Payment Bond
- Bid Bond

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, "Technical Specifications," and "Special Provisions" the work shall be done following the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications**. When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract and are incorporated in this contract as fully and effectively as outlined in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from any estimates of the County; and that he will make no claim against the County by reason of estimates, tests, or representation of any officer, agent, or employees of the County.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed and to complete the work within the time specified in the contract documents or such additional time as may

The work shall be done to complete satisfaction of the County and, in the case, the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract following the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.



The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor under the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the County.

The contractor agrees that he will comply with all federal, state, and local laws, regulations, and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives of nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, per the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that they have employed no third person to solicit or obtain this contract on their behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demand by them, included any sum by reason of such brokerage, commission, or percentage; and that all money payable to them hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County and that the County may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the 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 any claims arising under the Overhead Power Line Safety Act. The contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The County agrees to pay the Contractor in the amount: of **\$1,887,624.02**.

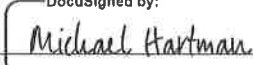
**One Million Eight Hundred Eighty-Seven Thousand Six Hundred Twenty-Four Dollars and Two Cents. (\$1,887,624.02).**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at Columbia, Missouri. (Date)

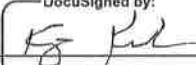
**MISSOURI PETROLEUM PRODUCTS COMPANY LLC**

**BOONE COUNTY, MISSOURI**

By:  \_\_\_\_\_  
DocuSigned by: Michael Hartman  
218D3398470C43E...

By: Boone County Commission

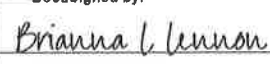
Title: Vice President \_\_\_\_\_

 \_\_\_\_\_  
DocuSigned by: Kip Kendrick  
57400BED06434D4...  
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

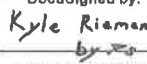
ATTEST:

 \_\_\_\_\_  
DocuSigned by: C.J. Dykhouse  
7D71DEAEB9D74DD...  
C.J. Dykhouse, County Counselor

 \_\_\_\_\_  
DocuSigned by: Brianna L. Lennon  
D287E242BFB948C...  
Brianna L. Lennon, Boone 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 the contract do not create a measurable county obligation at this time.)

 _____ DocuSigned by: Kyle Rieman E3D6F2FD3CE0481...	5/10/2024	2040/71100 - \$1,887,624.02 2041/71202
Signature	Date	Appropriation Account

242 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 16th day of May 20 24


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 Agreement between Boone County and the Food Bank of Central and Northeast Missouri for the naming of the Community Room space at the Food Bank Marketplace.


The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said agreement.

Done this 16<sup>th</sup> day of May 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner




**The Food Bank Market  
Named Space Recognition Agreement**

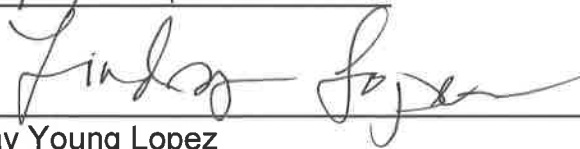
The Food Bank for Central & Northeast Missouri (The Food Bank) is pleased to name the **Community Center** in grateful recognition of the investment made by **Boone County** through funding from the American Rescue Plan Act in support of the capital campaign for The Food Bank Market (The Market).

Recognition will include appropriate signage, as determined and designed by The Food Bank, in a highly visible area of The Food Bank Market. Named spaces will be honored for a period of at least ten years, unless extenuating circumstances create reputational challenges for The Food Bank brand.

At the end of the ten-year period, The Food Bank may review the value of the space to determine the need for additional philanthropic support to maintain or enhance the space. Original donors will have the first right of refusal on the named space in question.

Within the ten-year period, if the utility of the space changes, if renovations are needed, or if it ever becomes impractical or impossible to maintain this recognition, The Food Bank reserves the right to relocate the signage or select alternative recognition. However, the donors will be consulted about a suitable replacement or alternative.

  
\_\_\_\_\_  
Kip Kendrick  
Presiding Commissioner, Boone County

5/16/2024  
Date  
  
\_\_\_\_\_  
Lindsay Young Lopez  
President and CEO, The Food Bank

5/10/2024  
Date