

403 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

20th

day of

August

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 C000845 using Co-Operative Contract CS241790002 for Verbal Language Interpretation and Translation Services with Bernardo A. Brunetti dba International Language Center of St. Louis, Missouri as a Countywide Term & Supply Contract.

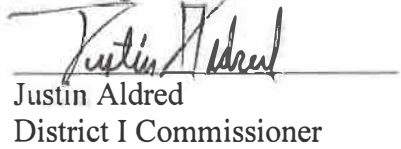
The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 20th day of August 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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: July 30, 2024
RE: Award C000845 from Co-op Contract CS241790002 – Statewide
Language Interpretation Translation Services – Countywide Term &
Supply

Purchasing requests approval of contract C000845 using the State of Missouri's Contract CS241790002 for Statewide Language Interpretation Translation Services with Bernardo A. Brunetti dba International Language Center which will be a Countywide Term & Supply contract.

The contract period runs August 01, 2024 through June 30, 2025 with two (2) one-year options for the County to renew the contract.

This is a Countywide Term & Supply contract.

/lp

Contract File

**PURCHASE AGREEMENT
FOR
VERBAL LANGUAGE INTERPRETATION TRANSLATION SERVICES**

THIS AGREEMENT County Contract **C000845** awarded from cooperative contract **CS24190002**, dated the 20th day of August 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bernardo A. Brunetti, dba International Language Center** "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 for **Verbal Language Interpretation Translation Services** in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CS241790002** and Boone County's 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 proposal response may be permanently maintained in the County Purchasing Office contract file for this proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract **CS241790002** and Boone County Standard Terms and Conditions as edited and attached hereto shall prevail and control.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Verbal Language Interpretation Translation Services** as specified and priced in the State of Missouri's contract CS241790002 for Boone County. At minimum, interpretation of the following mandatory languages shall be provided: Arabic, Bosnian, Burmese, Cambodian, Chinese, Farsi, French, German, Greek, Hmong, Hindi, Italian, Japanese, Korean, Nepali, Romanian, Russian, Somali, Spanish, Ukrainian, Urdu, and Vietnamese. Prices for services as follows:

<u>Non-Specialized Interpreter Services</u>			<u>Specialized Interpreter Services*</u>		
Price 8:00 A.M.- 5:00 P.M. Mon-Fri	After 5:00 P.M. Weekdays, Weekends, & State Holidays	Emergency Fee less than 24- hour notice	Price 8:00 A.M.- 5:00 P.M. Mon-Fri	After 5:00 P.M. Weekdays, Weekends, & State Holidays	Emergency Fee less than 24-hour notice
<i>(Line Item 55)</i>	<i>(Line Item 56)</i>	<i>(Line Item 57)</i>	<i>(Line Item 58)</i>	<i>(Line Item 59)</i>	<i>(Line Item 60)</i>
\$45.00/hr	\$45.00/hr	\$13.00/each	\$50.00/hr	\$50.00/hr	\$13.00/each

*For the purposes of the contract, the term specialized shall include, but not be limited to, interpreting medical concepts/language, mental health therapy, mental health testing and evaluation, mental health topics in therapeutic situations, legal topics/concepts that focus on a client's incarcerations, capacity, etc., and highly technical concepts such as data processing terms.

3. **Contract Term** - This agreement shall commence on **August 01, 2024 and extend through June 30, 2025** subject to the provisions for termination specified below. The County shall have the option to renew the contract for two (2) one-year periods subsequent to the initial contract period at the same terms and pricing of State of Missouri contract CS241790002.

4. **Billing and Payment** - All billing shall be invoiced to the using department. Billings and billing terms including disputes may only include the prices and terms contained in the State of Missouri Contract CS241790002. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's proposal response to the specifications. The County agrees to pay all invoices within thirty (30) calendar 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.

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.

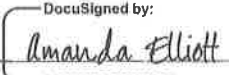
6. **Termination** - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:


- 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; provided, however, that in such event, County shall provide Vendor with written notice, which notice shall be furnished on County's letterhead and signed by an authorized County representative.

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

**BERNARDO A. BRUNETTI,
DBA INTERNATIONAL LANGUAGE
CENTER**

BOONE COUNTY, MISSOURI
by: Boone County Commission

by  _____
DocuSigned by:
11E7E87DD788419...

 _____
DocuSigned by:
57400BED98434D4...

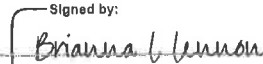
title Business Operations Manager

Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

 _____
DocuSigned by:
7D71DEAEB9D74DD...

 _____
Signed by:
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 and Supply

DocuSigned by:
Phyllis Pieman, by Au
8E8FE1148A274E1...

8/12/2024

Signature

Date

Appropriation Account

404 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 24

County of Boone

} ea.

In the County Commission of said county, on the 20th day of August 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 C000837 (26-08JUL24) with Christensen Construction Co. for the purchase of Mill & Overlay of the JJC Parking Lot.

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

Done this 20th day of August 2024.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
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@boonecountymo.org

TO: Boone County Commission
FROM: Amy Gerskin
DATE: August 14, 2024
RE: 12-17APR24 – 2024 Mill & Overlay – Term & Supply

Request for Bid #26-08JUL24 – Mill & Overlay of the Juvenile Justice Center Parking Lot opened on July 8, 2024. One bid response was received from Christensen Construction Co.

Management recommends awarding Christensen Construction Co. for a total of \$98,767.50. A 10% contingency amount has been added to the Purchase Order for a total amount of \$108,644.25 on the PO. A budget amendment has been approved for this project on Commission Order #373-2024. Funds will come from department 6102 – FM Parking, account 60400 – Grounds Maintenance. The award recommendation form is attached for reference.

Attn: Bid Tab

cc: Johnny Mays, Jody Moore, Facilities Management

Bid File

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Boone, Missouri through the Boone County Commission (hereinafter referred to as the Owner), and **Christensen Construction Co.** (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 Owner 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 26-08JUL24 – Mill & Overlay of the Juvenile Justice Center Parking Lot

and agrees to perform all the work required by the contract as shown on the plans and specifications

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 of Bidding
Primary Specifications
Response Presentation and Review
Statement of Bidders Qualifications
Standard Terms and Conditions
Work Authorization Certification
Certification Regarding Debarment
Anti-Collusion Statement
Signature and Identity of Bidder
Bidder's Acknowledgment
Prior Experience
Insurance Requirements
Affidavit of Compliance with OSHA
Affidavit of Compliance with Prevailing Wage Law
State Wage Rates-Annual Wage Order #31

The Contractor 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 Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

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 be allowed by the Project Manager under the contract.

The work shall be done to complete satisfaction of the Owner 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.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with 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 pursuant to 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 Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to 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, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his 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 he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner 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. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. 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 contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount:

Ninety-Eight Thousand Seven Hundred Sixty-Seven Dollars and Fifty cents (\$98,767.50)

as full compensation for the performance of the principal 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 08/20/2024
at Columbia, Missouri. (Date)

CHRISTENSEN CONSTRUCTION CO.

BOONE COUNTY, MISSOURI
By: Boone County Commission


By  _____
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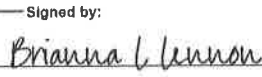
 _____
57400BED96434D4...
Kip Kendrick, Presiding Commissioner

Title Business Mgr

APPROVED AS TO FORM:


ATTEST:

 _____
7D71DEAEB9D74DD...
CJ Dykhous, County Counselor

 _____
D267E242BFB948C...
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 of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

 _____
8C24BD84EE7A483...

8/13/2024

6102 / 60400 - \$98,767.50

Signature

Date

Appropriation Account

4105-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

20th

day of

August

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 Budget Amendment for Department 2705 to cover Class 6 funds for the Geo Thermal System.


Done this 20th day of August 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

Fund Statement - 911/Emergency Management Sales Tax 270 (Major Fund)

	2022 Actual	2023 Budget	2023 Estimated	2024 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales & Use Taxes	13,426,333	13,750,000	13,576,708	13,848,242
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	187,450	156,848	160,700	114,890
Charges for Services	48	350	150	350
Fines and Forfeitures	-	-	-	-
Interest	(1,759,640)	245,000	447,810	340,000
Hospital Lease	-	-	-	-
Other	63,671	17,250	36,257	27,250
Total Revenues	11,917,862	14,169,448	14,221,625	14,330,732
Other Financing Sources				
Transfer In from other funds	-	1,266,183	1,266,183	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	4,862	-	-	-
Total Other Financing Sources	4,862	1,266,183	1,266,183	-
Fund Balance Used for Operations	-	14,675,510	-	13,499,241
TOTAL FINANCIAL SOURCES	\$ 11,922,724	30,111,141	15,487,808	27,829,973
FINANCIAL USES:				
Expenditures				
Personal Services	\$ 4,070,523	6,466,616	4,549,652	7,772,441
Materials & Supplies	244,959	650,677	317,189	814,421
Dues Travel & Training	92,814	266,561	128,814	328,273
Utilities	396,059	509,970	449,314	527,357
Vehicle Expense	12,840	28,340	21,972	35,371
Equip & Bldg Maintenance	403,426	746,955	562,763	867,085
Contractual Services	1,350,447	2,206,329	1,324,194	2,848,687
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	100,000	-	100,000
Other	821,361	7,604,391	629,234	3,115,866
Fixed Asset Additions	2,625,342	10,661,490	3,439,625	10,549,410
Total Expenditures	10,017,771	29,241,329	11,422,757	26,958,911
Other Financing Uses				
Transfer Out to other funds	867,962	869,812	869,812	871,062
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	867,962	869,812	869,812	871,062
TOTAL FINANCIAL USES	\$ 10,885,733	30,111,141	12,292,569	27,829,973
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 32,043,693	32,185,411	32,185,411	34,707,375
Less encumbrances, beginning of year	(1,568,548)	(673,275)	(673,275)	-
Add encumbrances, end of year	673,275	-	-	-
Fund Balance Increase (Decrease) resulting from operations	1,036,991	(14,675,510)	3,195,239	(13,499,241)
FUND BALANCE (GAAP), end of year	32,185,411	16,836,626	34,707,375	21,208,134
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	(6,673,275)	(10,300,000)	(6,000,000)	(6,000,000)
NET FUND BALANCE, end of year	\$ 25,512,136	6,536,626	28,707,375	15,208,134
Net Fund Balance as a percent of expenditures	254.67%	22.35%	251.32%	56.41%

BID FORM

**Boone County Geothermal System Remediation Project – Joint Communications Center
Bid Number: 13-26JUN24**

**TO: Boone County Purchasing
5551 S. Tom Bass Road, Room 204
Columbia, MO 65202**

**FOR: Boone County Joint Communications
2145 County Drive
Columbia, MO 65202**

Date: July 10, 2024

From: Harold G. Butzer, Inc. hereinafter called the Bidder.

The undersigned as Bidder, having examined the proposed Contract Document titled: **Boone County Geothermal System Remediation Project – Joint Communications Center**, including this Bid Form, Specifications, Drawings and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda

IN SUBMITTING THIS BID, THE BIDDER AGREES:

To hold open the Bid for sixty (60) days from the date shown above;

To accept and accomplish the Work in accordance with the Contract Documents, including the Specifications, Drawings and Addenda;

To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds and Insurance certificates;

To commence the Work immediately after receipt of the Notice to Proceed and complete the work by the date within Bidder's bid response.

To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

To construct the Work for the Base Bid lump sum of:

Four Hundred Twenty Eight Thousand \$ 428,150
one Hundred Fifty Dollars

TIME OF COMPLETION:

If the Bidder's bid response is accepted, the undersigned shall complete all Work indicated in the Contract Documents within the following working days, after and including same date of letter of Notice to Proceed.

1. Base Bid 8 months (160 working days) Working Days

COPY

bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged)

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
6-20-2024	1
6-20-2024	2
7-08-2024	3

COMPANY NAME: Harold G. Butzer, Inc.

ADDRESS: 721 Wicker Lane

CITY, STATE, ZIP: Jefferson City, MO 65109

PHONE NUMBER: 573-636-4115

E-MAIL: jasont@hgbutzer.com

AUTHORIZED REPRESENTATIVE: Jason Thompson

TITLE: President

SIGNATURE: *Jason Thompson*

List all Subcontractors with contact information to be utilized on this project (or attach list).

C&C Group - Brian Schepers - 573-291-5425

B-Gap LLC - Jason Devlin - 573-808-5611

Walsh Insulation Services, Inc. - Josh Lange - 314-660-9414

Kaiser Electric - Cole Lodge - 573-556-6188



**BOONE COUNTY
GOVERNMENT**

13-26JUN24 Addendum 3

Harold G. Butzer, Inc.

Supplier Response

Event Information

Number: 13-26JUN24 Addendum 3
Title: Boone County Geothermal Remediation Project - Joint
Communications Center
Type: Formal Request for Bid
Issue Date: 6/7/2024
Deadline: 7/10/2024 11:00 AM (CT)
Notes: Refer all questions about the RFB, bidding process and bid
submission to Liz Palazzolo, Senior Buyer at 573-886-4392 or
lpalazzolo@boonecountymo.org.

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 7A,
Columbia, Missouri 65203, Phone (573) 446-7768. Paper copies are
available for a non-refundable fee of \$100.00 payable to American
Document Solutions in the form of a check or money order. A plan-
holder's list is available for viewing at <https://www.adsplanroom.net/>.

Specifications Availab

Contact Information

Contact: Liz Palazzolo Senior Buyer
Address: Room 109
Boone County Annex
613 East Ash
Columbia, MO 65201
Phone: US (573) 886-4392
Fax: US (573) 886-4390

COPY

Email: lpalazzolo@boonecountymo.org

Harold G. Butzer, Inc. Information

Contact: Jason Thompson
Address: 721 Wicker Lane
Jefferson City, MO 65109
Phone: (573) 636-4115
Fax: (573) 636-7944
Email: jasont@hgbutzer.com
Web Address: www.hgbutzer.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jason Thompson
Signature

jasont@hgbutzer.com
Email

Submitted at 7/10/2024 08:34:08 AM (CT)

Response Attachments

Boone County Geothermal - Bid Bond.pdf

Bid Bond

Boone County Geothermal Remediation - Bid Documents.pdf

Bid Form, Affidavits, References, Qualifications, & E-Verify

Bid Attributes

1 Agreement with Mandatory Requirements, Terms and Conditions

By checking the box, the offeror agrees to perform services in compliance with all mandatory requirements, terms and conditions of the RFB.

Confirm

2 Bid Response

Make sure to include the completed Bid Response form from the RFB

Confirm

3 Bid Form

Make sure to complete and upload the bid Form from the RFB

Confirm

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

Make sure to complete and include the Certification Regarding Debarment with the uploaded RFB response

Confirm

5 Work Authorization Certification

Make sure to complete the notarized Work Authorization Certification and as applicable, include the signed the E-Verify Memorandum of Understanding with the uploaded RFP response

Confirm

COPY

6	<p>Statement of Bidder's Qualifications</p> <p>Make sure to upload the completed "Statement of Bidder's Qualifications" pages from the RFP</p> <p><input checked="" type="checkbox"/> Confirm</p>
7	<p>Anti-Collusion Statement</p> <p>Make sure to include the completed Anti-Collusion Statement from the RFB</p> <p><input checked="" type="checkbox"/> Confirm</p>
8	<p>Signature and Identity of Bidder</p> <p>Make sure to include the Signature and Identity of Bidder form from the RFB</p> <p><input checked="" type="checkbox"/> Confirm</p>
9	<p>Bidder's Acknowledgement</p> <p>Make sure to include the completed Bidder's Acknowledgement from the RFB</p> <p><input checked="" type="checkbox"/> Confirm</p>
10	<p>Insurance</p> <p>Make sure to review all Insurance Requirements in the RFB - Boone County must be identified as an Additional Insured on the Certificate of Insurance prior to any contract award</p> <p><input checked="" type="checkbox"/> Confirm</p>
11	<p>Bonds Requirements</p> <p>Make sure to review all bonds requirements in RFB 13-26JUN24</p> <p>Bonds:</p> <p>a) Bid Bond or Certified Check (from Bidder): 5% of the Base Bid</p> <p>b) Performance and Labor & Material Payment Bond (from awarded Contractor); each in the amount of full contract price.</p> <p><input checked="" type="checkbox"/> Confirm</p>
12	<p>Primary Contact</p> <p>Please provide the name of the person/persons who are to be the primary contact for the County</p> <p style="border: 1px solid black; padding: 2px;">Jason E. Thompson</p>
13	<p>Contact Phone</p> <p style="border: 1px solid black; padding: 2px;">(573) 636-4115</p>
14	<p>Contact Email</p> <p style="border: 1px solid black; padding: 2px;">jasont@hgbutzer.com</p>
15	<p>Cooperative Procurement - Agreement</p> <p>By checking the box, the offeror agrees to allow other political subdivisions to piggy-back off the resulting contract at the same terms, conditions and prices as those under contract.</p> <p><input type="checkbox"/> Confirm</p>

Bid Lines

1 Enter the Lump Sum quoted on the "Bid Form" page 13 of RFB 13-26JUN24
Make sure to upload the Bid Form to the bidder's electronic bid

Quantity: 1 UOM: EA Price: Total:

Response Total: \$428,150.00

COPY



237-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the 14th 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 Budget Amendment for Department 2705, 911/Emergency Management, for a geothermal system.

Done this 14th day of May 2024.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick

Kip Kendrick
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

COPY

406 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

August Session of the July Adjourned

Term. 20 24

In the County Commission of said county, on the 20th day of August 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 an extension of the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and MBK Investments, LLC. for Rock Bridge Business Park. The original Commission Order accepting the Cash Deposit is 416-2022.

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

Done this 20th day of August 2024.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT
\$26,518.53 Cash Deposit – Rock Bridge Business Park

THIS AGREEMENT, effective August 31, 2024, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and MBK Investments, LLC herein “Developer.”

WHEREAS, Developer is constructing a commercial development, Rock Bridge Business Park, herein “Project”; and

WHEREAS, Developer issued a Cash Deposit to the County, dated August 9, 2022, in the amount of \$26,518.53, to secure stormwater improvements associated with the development; and

WHEREAS, said Cash Deposit contemplates that the parties may agree to extend the expiration date of the Cash Deposit, which currently expires on August 8, 2024; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Cash Deposit to August 8, 2025.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order 416-2022 and the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, approving infrastructure security in the form of a Cash Deposit in the amount of \$26,518.53, with an expiration date of August 8, 2024, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the August 8, 2022 Cash Deposit such that the new expiration date will be August 8, 2025.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

ROCK BRIDGE BUSINESS PARK:

By:



Printed Name: MATT KELLY

Title: MEMBER

BOONE COUNTY:

Commission Order: 416-2022

By:




Kip Kendrick, Presiding Commissioner

ATTEST:



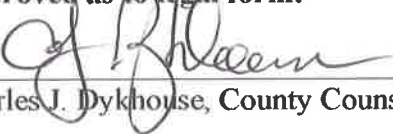
Brianna L. Lennon, County Clerk

APPROVED BY:



Bill Florea, Director
Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

416 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term 2020

County of Boone

In the County Commission of said county, on the

30th

day of

August

20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and MBK Investments, LLC. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 30th day of August 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: August 8, 2022

Developer/Owner Name: MBK Investments, LLC
Address: 3215 S. Providence Rd.
Columbia, MO 65203

Development: Rock Bridge Business Park Plat 1

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Rock Bridge Business Park Plat 1. The SWPPP and ESC was prepared by A Civil Group on June 21, 2022.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 8th day of August 2024, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$26,518.53, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

Cash deposit with County Treasurer

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to August 8, 2024, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Cash Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing Cash Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on August 8, 2024, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Cash Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: 

Printed Name: MATT KELLY


Title: MEMBER

BOONE COUNTY, MISSOURI:

Department of Resource Management


Bill Florca, Director Resource Management

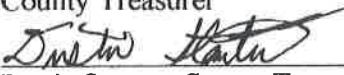
County Commission:


Daniel K. Atwill, Presiding Commissioner

Attest:


Brianna L. Lennon, Boone County Clerk

County Treasurer


Dustin Stanton, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor

CASHIER'S CHECK
Central Bank

304380

Operator ID: A039342

720 E. Broadway Columbia, MO 65201-4444

80-85/815

MBK INVESTMENTS LLC
Remitter

Date August 09, 2022

PAY To The

Order Of *** BOONE COUNTY ***

\$26,518.53

****Twenty Six Thousand Five Hundred Eighteen Dollars and 53/100****

Dollars

Notice to Customer: A Stop Payment Order cannot be placed on this check by a customer. If this check is Lost or Stolen, the Bank will require reasonable assurances before it is replaced or refunded, which could include a 90 day waiting period and/or the purchase of an Indemnity Bond to protect the Bank against loss.

Two Signatures required for over \$9,999.99

Do not convert to ACH

Sandra D. Smith
Sharon W. Holt

⑈ 304380⑈ ⑆08⑆500859⑆ 000990914⑈

BOONE COUNTY
RESOURCE MANAGEMENT
Room 315
801 East Walnut
Columbia, Missouri 65201

Inspections 886-4339

Planning 886-4330

Receipt Number 31667 Time 12:11:54
Date 8/09/2022

Received From MBK INVESTMENTS LLC

PERMIT: Number _____ \$.00 Wastewater _____ \$.00

MISC. FEES & REIMBURSEMENTS

Admin Survey	_____	\$.00 Plat Fee/Prelim	_____	\$.00
Re-Zonin/App	_____	\$.00 Postage	_____	\$.00
Copies/Public Info Rqst	_____	\$.00 Public Notice	_____	\$.00
Dischg Permit	_____	\$.00 ROW Permit	_____	\$.00
Driveway Permit	_____	\$.00 MHP License	_____	\$.00
Land Dist Permit	_____	\$.00 Training	_____	\$.00
Plan Review-Bldg Codes	_____	\$.00 Plan Dev Rev Plan	_____	\$.00
Conditional Use App	_____	\$.00 Plan Dev Finl Plan	_____	\$.00
BOA App	_____	\$.00 Plats Final	_____	\$.00
Reinspection Fee	_____	\$.00 Other	_____	\$26,518.53

Comments: STWTR SECURITY ROCK BRIDGE BUS. PARK
Taken By CNR Credit Card Fee \$.00

Total Amount \$26,518.53 Pay Type CK 304380

407 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

20th

day of

August

20 24

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Jáson Hoffman	Health Trust Committee	Reappointment	Term 3 Years	Period July 31, 2024, through July 31, 2027
---------------	------------------------	---------------	-----------------	---

Done this 20th day of August 2024.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Health Trust Committee Term: _____

Current Township: _____ Today's Date: 7/26/24

Name: Jason Hoffman

Home Address: 6103 Saddle Horn Ct.

City: Columbia Zip Code: 65201

Business Address: _____

City: _____ Zip Code: _____

Home Phone: 573-424-2299 Work Phone: _____

Fax: _____ E-mail: mizzourah243@hotmail.com

Qualifications: Former CFO-COO - Jefferson City School District

- Ran \$7 million (1,400 lives) medical trust
- Manage \$100+ million budget

Current - VP - Investment Services - PMA Financial

- Run a \$3 billion investment fund for MO Municipalities

Past Community Service: _____

References: Heather McArthur - Columbia Public Schools
Joe Miller - First State Community Bank
Matt Mowce - Shelter Insurance

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.



Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311