

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of October 20 02

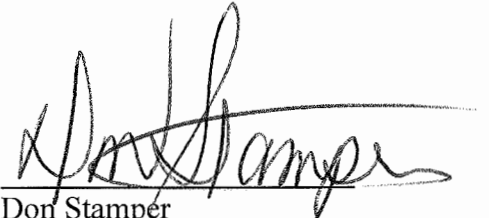
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 59-18SEP02 for Electrical Supplies Term and Supply as follows:

- **Butler Supply**: Sections 4.7 Electric Wire; 4.8 Rubber Covered Cord; Section 4.9 Shielded Cable; Section 4.10 Conduit; Section 4.11 Connectors and Straps; Section 4.12 Boxes, Poles, Receptacles; 4.13 Ballasts
- **WW Grainger**: Section 4.14 Light Bulbs

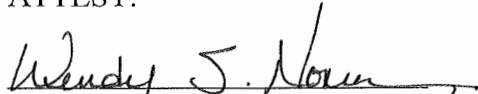
The County Commission of the County of Boone does hereby approve the non-exclusive U.S. Communities agreement with Graybar. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts and the non-exclusive agreement.

Done this 15th day of October, 2002.

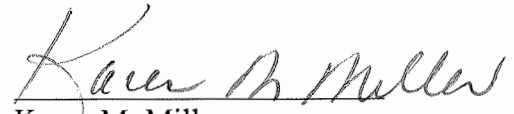


Don Stamper
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: September 30, 2002
RE: 59-18SEP02 – Electrical Supplies Term and Supply

The Bid for Electrical Supplies Term and Supply was issued on August 28, 2002. The bid closed on September 18, 2002. A total of three bids were received. Purchasing and Facilities Maintenance recommend award as follows for the lowest and best bid for Boone County:

Butler Supply: Sections: 4.7 Electrical Wire; 4.8 Rubber Covered Cord; Section 4.9 Shielded Cable; Section 4.10 Conduit; Section 4.11 Connectors & Straps; Section 4.12 Boxes, Poles, Receptacles; 4.13 Ballasts.

WW Grainger: Section: 4.14 Light Bulbs

We also recommend signing the non-exclusive U.S. Communities agreement with Graybar to utilize as a backup for electrical supplies.

These are Term and Supply contracts for use by the Facilities Maintenance Department. These contracts will run through October 31, 2003 with four, one-year renewals. As these are Term and Supply contracts, there are no attached Purchase Requisitions.

ATT: Bid Tabulation
Butler Supply Agreement, WW Grainger Agreement, Graybar Agreement

cc: Ken Roberts, Facilities Maintenance Manager
Bid File

59-18SEP02 - Electrical Supplies Term and Supply Bid Evaluation

A	B	C	D
	Graybar (U.S. Communities Contract)	WW Grainger	Butler Supply
4.7 Electrical Wire Pricing Year 1	\$2,744.65	\$3,914.18	\$2,537.50
4.7 Electrical Wire Pricing Year 2 - 5 pricing unknown		\$4,109.89	\$2,689.75
4.7 Electrical Wire Pricing Year 3		\$4,315.38	\$2,931.83
4.7 Electrical Wire Pricing Year 4		\$4,531.15	\$3,312.97
4.7 Electrical Wire Pricing Year 5		\$4,757.71	\$3,843.04
Sub-Total for Section 4.7 Electrical Wire for 5 years	Unknown increase - contract based on % discount from list catalog	\$21,628.32	\$15,315.08

4.8. Rubber Covered Cord Year 1	\$223.07	\$429.40	\$291.01
4.8. Rubber Covered Cord Year 2		\$450.87	\$308.47
4.8. Rubber Covered Cord Year 3		\$473.41	\$336.23
4.8. Rubber Covered Cord Year 4		\$497.08	\$379.94
4.8. Rubber Covered Cord Year 5		\$521.94	\$440.73
Sub-Total for Section 4.8 Rubber Covered Cord for 5 years	Unknown increase - contract based on % discount from list catalog	\$2,372.71	\$1,756.39

4.9 Shielded Cable Year 1	\$320.02	\$347.24	\$101.76
4.9 Shielded Cable Year 2		\$364.60	\$107.87
4.9 Shielded Cable Year 3		\$382.83	\$117.57
4.9 Shielded Cable Year 4		\$401.97	\$132.86
4.9 Shielded Cable Year 5		\$422.07	\$154.12
Sub-Total for Section 4.9 Shielded Cable for 5 Years	Unknown increase - contract based on % discount from list catalog	\$1,918.72	\$614.17

4.10 Conduit Year 1	\$799.77	\$707.70	\$588.57
4.10 Conduit Year 2		\$743.09	\$623.88
4.10 Conduit Year 3		\$780.24	\$680.03
4.10 Conduit Year 4		\$819.25	\$768.44
4.10 Conduit Year 5		\$860.21	\$891.39
Sub-Total for Section 4.10 Conduit for 5 Years	Unknown increase - contract based on % discount from list catalog	\$3,910.49	\$3,552.31

4.11 Connectors & Straps Year 1	\$158.10	\$292.97	\$91.61
4.11 Connectors & Straps Year 2		\$307.62	\$97.11
4.11 Connectors & Straps Year 3		\$323.00	\$105.85
4.11 Connectors & Straps Year 4		\$339.15	\$119.61
4.11 Connectors & Straps Year 5		\$356.11	\$138.74
Sub-Total for Section 4.11 Connectors & Straps for 5 Years	Unknown increase - contract based on % discount from list catalog	\$1,618.84	\$552.91

4.12 Boxes, Poles, Receptacles Year 4		\$121.78	\$53.79
4.12 Boxes, Poles, Receptacles Year 5		\$127.87	\$62.40
Sub-Total for Section 4.12 Boxes, Poles, Receptacles for 5 Years	Unknown increase - contract based on % discount from list catalog	\$581.30	\$248.66

4.13 Ballast Year 1	\$451.10	\$1,028.10	\$575.60
4.13 Ballast Year 2		\$1,079.51	\$610.14
4.13 Ballast Year 3		\$1,133.48	\$665.05
4.13 Ballast Year 4		\$1,190.15	\$751.50
4.13 Ballast Year 5		\$1,249.66	\$871.75
Sub-Total for Section 4.13 Ballast for 5 Years	Unknown increase - contract based on % discount from list catalog	\$5,680.90	\$3,474.03

4.14 Light Bulb Year 1	\$10,469.18	\$2,883.03	\$4,830.90
4.14 Light Bulb Year 2		\$3,027.18	\$5,120.75
4.14 Light Bulb Year 3		\$3,178.54	\$5,581.62
4.14 Light Bulb Year 4		\$3,337.47	\$6,307.23
4.14 Light Bulb Year 5		\$3,504.34	\$7,316.39
Sub-Total for Section 4.14 Light Bulb for 5 Years	Unknown increase - contract based on % discount from list catalog	\$15,930.56	\$29,156.90

Grand Total All Sections		\$53,641.83	\$54,670.47
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Grand Total as an "all or none" award is not acceptable because Butler is low on most sections except light bulbs.

Recommendation: Because we're not sure how much Graybar will raise their prices each year, I recommend all sections be awarded to Butler Supply except section 4.13 Light Bulbs be awarded to WW Grainger. I recommend that we sign the U.S. Communities agreement to utilize the Graybar contract since it is a non-exclusive agreement. We can use this vendor for backup.

4.7. Electrical Wire
Pricing

				Graybar		WW Grainger		Butler		
ITEM	Length	Type	EST. Spools	PRICE Per Spool	Extended Price	PRICE Per Spool	Extended Price	PRICE Per Spool	Extended Price	
4.7.1.	#14 solid	500 feet	THWN or THNN copper wire Color: Bl,Gr,Red,Br,Wh,Or	10	\$ 11.40	\$ 114.00	\$ 12.17	\$ 121.70	\$ 10.35	\$ 103.50
4.7.2.	#14 stranded	500 feet	THWN or THNN copper wire Color: Bl,Gr,Red,Br,Wh,Or	2	\$ 14.68	\$ 29.36	\$ 14.24	\$ 28.48	\$ 12.40	\$ 24.80
4.7.3.	#12 solid	500 feet	THWN or THNN copper wire Color: Bl,Gr,Red,Br,Wh,Or	6	\$ 15.92	\$ 95.52	\$ 18.33	\$ 109.98	\$ 14.55	\$ 87.30
4.7.4.	#12 stranded	500 feet	THWN or THNN copper wire Color: Bl,Gr,Red,Br,Wh,Or	2	\$ 19.46	\$ 38.92	\$ 21.02	\$ 42.04	\$ 16.28	\$ 32.56
4.7.5.	#10 solid	500 feet	THWN or THNN copper wire Color: Bl,Gr,Red,Br,Wh,Or	2	\$ 24.96	\$ 49.92	\$ 29.88	\$ 59.76	\$ 22.83	\$ 45.66
4.7.6.	#10 stranded	500 feet	THWN or THNN copper wire Color: Bl,Gr,Red,Br,Wh,Or	2	\$ 28.80	\$ 57.60	\$ 32.81	\$ 65.62	\$ 24.83	\$ 49.66
4.7.7.	# 8 stranded	500 feet	19 strands copper Color: Bl,Gr	1	\$ 46.91	\$ 46.91	\$ 55.34	\$ 55.34	\$ 43.34	\$ 43.34
4.7.8.	# 6 stranded	500 feet	19 strands copper Color: Bl,Gr	1	\$ 67.82	\$ 67.82	\$ 80.52	\$ 80.52	\$ 61.70	\$ 61.70
4.7.9.	# 4 stranded	500 feet	19 strands copper Color: Bl	1	\$ 105.68	\$ 105.68	\$ 153.45	\$ 153.45	\$ 96.16	\$ 96.16
4.7.10.	# 2 stranded	500 feet	19 strands copper Color: Bl	1	\$ 161.22	\$ 161.22	\$ 236.75	\$ 236.75	\$ 150.21	\$ 150.21
4.7.11.	# 1/0 stranded	500 feet	19 strands copper Color: Bl	1	\$ 239.85	\$ 239.85	\$ 356.53	\$ 356.53	\$ 222.44	\$ 222.44
4.7.12.	# 2/0 stranded	500 feet	19 strands copper Color: Bl	1	\$ 300.07	\$ 300.07	\$ 445.72	\$ 445.72	\$ 279.78	\$ 279.78
4.7.13.	# 3/0 stranded	500 feet	19 strands copper Color: Bl	1	\$ 370.03	\$ 370.03	\$ 544.69	\$ 544.69	\$ 343.22	\$ 343.22
4.7.14.	# 500 MCM stranded	500 feet	37 strands copper Color:Bl	1	\$ 1,067.75	\$ 1,067.75	\$ 1,613.60	\$ 1,613.60	\$ 997.17	\$ 997.17
Sub-Total					\$ 2,744.65		\$ 3,914.18		\$ 2,537.50	

4.8. Rubber Covered				Graybar		WW Grainger		Butler		
ITEM	Length Per Spool	Type	EST. Spools	PRICE Per Spool	Extended Price	PRICE Per Spool	Extended Price	PRICE Per Spool	Extended Price	
4.8.1.	14/3 300	250 ft	Rubber covered SJO	1	\$ 43.98	\$ 43.98	\$ 80.52	\$ 80.52	\$ 54.05	\$ 54.05
4.8.2.	16/3 300	250 ft	Rubber covered SJO	1	\$ 30.02	\$ 30.02	\$ 55.58	\$ 55.58	\$ 39.49	\$ 39.49
4.8.3.	10/3 300	250 ft	Rubber covered SJO	1	\$ 87.75	\$ 87.75	\$ 182.70	\$ 182.70	\$ 122.16	\$ 122.16
4.8.4.	12/3 300	250 ft	Rubber covered SJO	1	\$ 61.32	\$ 61.32	\$ 110.60	\$ 110.60	\$ 75.31	\$ 75.31
Sub-Total					\$ 223.07		\$ 429.40		\$ 291.01	

4.9. Shielded				Graybar		WW Grainger		Butler		
ITEM	Length Per Spool	Type	EST. Spools	PRICE Per Spool	Extended Price	PRICE Per Spool	Extended Price	PRICE Per Spool	Extended Price	
4.9.1.	Cat 5	1000 ft	Belden wire	2	\$ 160.01	\$ 320.02	\$ 173.62	\$ 347.24	\$ 50.88	\$ 101.76
Total					\$ 320.02		\$ 347.24		\$ 101.76	

4.10. Conduit				Graybar		WW Grainger		Butler Supply		
ITEM	Length	Type	Est. Bundles	Price per bundle	Extended Price	Price per bundle	Extended Price	Price per bundle	Extended Price	
4.10.1	½ inch	100 ft	EMT	5	\$ 19.68	\$ 98.40	\$ 18.90	\$ 94.50	\$ 14.50	\$ 72.50
4.10.2	¾ inch	100 ft	EMT	5	\$ 35.48	\$ 177.40	\$ 31.80	\$ 159.00	\$ 26.14	\$ 130.70
4.10.3	1 inch	100 ft	EMT	3	\$ 63.01	\$ 189.03	\$ 52.80	\$ 158.40	\$ 46.43	\$ 139.29
4.10.4	1 ¼ inch	100 ft	EMT	1	\$ 89.40	\$ 89.40	\$ 79.30	\$ 79.30	\$ 65.89	\$ 65.89
4.10.5	1 ½ inch	100 ft	EMT	1	\$ 109.99	\$ 109.99	\$ 96.10	\$ 96.10	\$ 81.07	\$ 81.07
4.10.6.	2 inch	100 ft	EMT	1	\$ 135.55	\$ 135.55	\$ 120.40	\$ 120.40	\$ 99.12	\$ 99.12
Total					\$ 799.77		\$ 707.70		\$ 588.57	

Connectors and Straps			Graybar		WW Grainger		Butler Supply		
Item	Size	Quantity of Boxes (100/bx)	Price per box	Extended Price	Price per box	Extended Price	Price per box	Extended Price	
4.11.1.	Set screw	½ inch	1	\$ 18.65	\$ 18.65	\$ 75.00	\$ 75.00	\$ 9.57	\$ 9.57
4.11.2.	Set screw	½ inch	1	\$ 19.56	\$ 19.56	\$ 17.00	\$ 17.00	\$ 10.45	\$ 10.45
4.11.3.	One -hole	½ inch	1	\$ 13.53	\$ 13.53	\$ 7.05	\$ 7.05	\$ 10.60	\$ 10.60
4.11.4.	Set screw	¾ inch	1	\$ 30.29	\$ 30.29	\$ 139.00	\$ 139.00	\$ 15.80	\$ 15.80
4.11.5.	Set screw	¾ inch	1	\$ 30.74	\$ 30.74	\$ 27.00	\$ 27.00	\$ 17.39	\$ 17.39
4.11.6.	One hole	¾ inch	1	\$ 17.00	\$ 17.00	\$ 10.70	\$ 10.70	\$ 12.55	\$ 12.55
4.11.7.	One hole	1 inch	1	\$ 28.33	\$ 28.33	\$ 17.22	\$ 17.22	\$ 15.25	\$ 15.25
Total				\$ 158.10		\$ 292.97		\$ 91.61	

			Graybar		WW Grainger		Butler Supply		
Item	Size	Quantity (Each)	Price (Each)	Extended Price	Price (Each)	Extended Price	Price (Each)	Extended Price	
4.11.8.	One hole	1 1/4 inch	10	\$ 0.37	\$ 3.70	\$ 0.20	\$ 2.00	\$ 0.38	\$ 3.80
4.11.9.	One hole	1 1/2 inch	10	\$ 0.63	\$ 6.30	\$ 0.30	\$ 3.00	\$ 0.51	\$ 5.10
4.11.10.	Set screw	2 inch	10	\$ 1.70	\$ 17.00	\$ 7.60	\$ 76.00	\$ 1.25	\$ 12.50
4.11.11.	Set screw	2 inch	10	\$ 1.71	\$ 17.10	\$ 1.79	\$ 17.90	\$ 1.34	\$ 13.40
4.11.12.	One hole	2 inch	10	\$ 0.98	\$ 9.80	\$ 0.63	\$ 6.30	\$ 0.64	\$ 6.40
Total				\$ 53.90		\$ 105.20		\$ 41.20	

4.12. Boxes, Poles, Receptacles		Graybar		WW Grainger		Butler Supply		
Item	Quantity	Price (Each)	Extended Price	Price (Each)	Extended Price	Price (Each)	Extended Price	
4.12.1.	Four inch 1/2 x ¾	10	\$ 0.87	\$ 8.70	\$ -	No bid	\$ 0.64	\$ 6.40
4.12.2.	Four inch ½ x ¾ K.O.	10	\$ 1.00	\$ 10.00	\$ -	No bid	\$ 0.93	\$ 9.30
4.12.3.	Four inch	10	\$ 0.35	\$ 3.50	\$ -	No bid	\$ 0.28	\$ 2.80
4.12.4.	Duplex receptacle	10	\$ 1.13	\$ 11.30	\$ -	No bid	\$ 1.06	\$ 10.60
4.12.5.	Single pole	10	\$ 2.20	\$ 22.00	\$ -	No bid	\$ 1.67	\$ 16.70
4.12.6.	Three way	10	\$ 3.40	\$ 34.00	\$ -	No bid	\$ 2.17	\$ 21.70
Total			\$ 89.50		No bid		\$ 67.50	

4.13. Ballast			Graybar	WW Grainger	Butler Supply	
Item	Size	Quantity of Boxes (10/bx)	Price Per Box (10/bx)	Price Per Box (10/bx)	Price Per Box (10/bx)	
4.13.1.	Ballast for 2 std floor light tubes	40 watt 120 volt	1	\$ 97.80	\$ 168.20	\$ 135.30
4.13.2.	Ballast for 4 std floor light tubes	40 watt 120 volt	1	\$ 251.10	\$ 679.50	\$ 152.50
4.13.3.	Ballast for 2 std. Flores. light tubes	40 watt 277 volt	1	\$ 102.20	\$ 180.40	\$ 135.30
4.13.4.	Ballast for 4 std floor light tubes	40 watt 277 volt	1	No Bid	No Bid	\$ 152.50
Total			\$ 451.10	\$ 1,028.10	\$ 575.60	

		Graybar			WW Grainger			Butler Supply		
4.14. Light Bulb – CW = Cool White, Substitution of Watt Miser bulbs is acceptable.										
Item and Number	Quantity of Cases	Price Per Case	Qty Per Case	Extended Price	Price Per Case	Qty Per Case	Extended Price	Price Per Case	Qty Per Case	Extended Price
4.14.1.	F5BX	\$ 218.00	100	\$ 218.00	\$ 21.90	10	\$ 219.00	\$ 27.50	10	\$ 275.00
	1									
4.14.2.	F7BX	\$ 218.00	100	\$ 1,090.00	\$ 18.70	10	\$ 93.50	\$ 27.50	10	\$ 137.50
4.14.3.	F9BX	\$ 218.00	100	\$ 1,090.00	\$ 16.70	10	\$ 83.50	\$ 27.50	10	\$ 137.50
4.14.4.	F13BX	\$ 229.00	100	\$ 2,290.00	\$ 18.00	10	\$ 180.00	\$ 27.50	10	\$ 275.00
4.14.5.	F40T8/SPX 35	\$ 112.32	24	\$ 3,369.60	\$ 6.24	24	\$ 187.20	\$ 49.00	25	\$ 1,470.00
4.14.6.	F40T12/CW	\$ 27.00	50	\$ 810.00	\$ 29.70	30	\$ 891.00	\$ 32.40	30	\$ 972.00
4.14.7.	MH100-U-MED	\$ 154.62	6	\$ 773.10	\$ 22.11	30	\$ 110.55	\$ 237.00	12	\$ 1,185.00
4.14.8.	MH250-	\$ 209.88	12	\$ 209.88	\$ 833.40	60	\$ 833.40	\$ 156.00	12	\$ 156.00
4.14.9.	MH400-U	\$ 96.48	6	\$ 96.48	\$ 80.70	6	\$ 80.70	\$ 78.00	6	\$ 78.00
4.14.10.	MH175-C-U	\$ 209.76	12	\$ 209.76	\$ 205.68	12	\$ 205.68	\$ 156.00	12	\$ 156.00
4.14.11.	LU150/155	\$ 188.76	12	\$ 188.76	\$ 155.76	12	\$ 155.76	\$ 156.00	12	\$ 156.00
4.14.12.	500T3Q/CL120V	\$ 61.80	12	\$ 123.60	\$ 19.92	12	\$ 39.84	\$ 40.20	12	\$ 80.40
Subtotal				\$ 10,469.18			\$ 2,883.03			\$ 4,830.90

	Graybar	WW Grainger	Butler Supply
4.14	Grand Total (4.7.1 through 4.14.12)	\$ 15,309.29	\$ 9,707.82
		\$ 9,125.65	

4.15	Next Day Delivery Charge	No Bid	N/A	N/A
4.16.	Maximum Percentage Increase for:			
	2nd year	No Bid	5%	6%
	3rd year	No Bid	5%	9%
	4th year	No Bid	5%	13%
	5th year	No Bid	5%	16%

4.17.	Minimum discount from catalog list	No Bid	10%	60%
4.18.	Delivery	No Bid	2 Days	2 - 24 hrs
4.22.	COOP	No Bid	yes	yes

NO BIDS

The Home Depot

MME

Curtis Industries

**PURCHASE AGREEMENT
FOR
ELECTRICAL EQUIPMENT AND SUPPLIES TERM AND SUPPLY**

THIS AGREEMENT dated the 15th day of October 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Butler Supply Inc.**, 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 **Electrical Equipment and Supplies Term and Supply**, County of Boone Request for Bid, bid number **59-18SEP02**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated September 18, 2002 and executed by Craig Head on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and Addendum Number One shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through October 31, 2003, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the following sections of Electrical Equipment and Supplies as identified and responded to in the Contractor's Response Form, Sections: 4.7 Electrical Wire; 4.8 Rubber Covered Cord; 4.9 Shielded Cable; 4.10 Conduit; 4.11 Connectors & Straps; 4.12 Boxes, Poles, Receptacles, and 4.13 Ballasts. Items will be provided as required 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 the County.

4. Delivery Time - Contractor agrees to deliver supplies 2 - 24 hours after receipt of order and notification by the County.

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

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

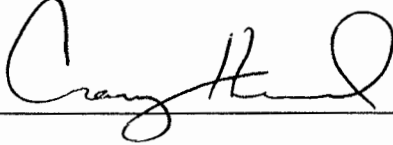
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

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

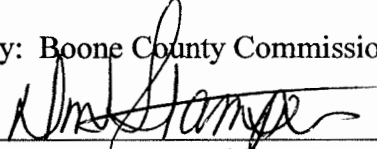
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

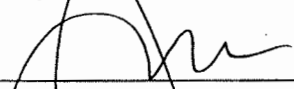
BUTLER SUPPLY INC.

by 
 title Branch Manager
 address 1708 Commerce Ct.
Columbia, Mo 65202

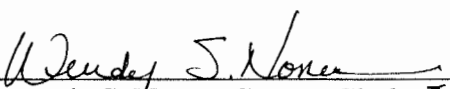
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:


 County Counselor

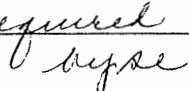
ATTEST:


 Wendy S. Noren, County Clerk *W*

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) incurred by this contract. (Note: Certification is not required where the terms of the contract do not result in a measurable county obligation.)

Term and Supply (No Encumbrance Required)
Facilities Maintenance 6100-23035/23050/60200

no encumbrance required 10/1/02
 Signature  Date Appropriation Account

**PURCHASE AGREEMENT
FOR
ELECTRICAL EQUIPMENT AND SUPPLIES TERM AND SUPPLY**

THIS AGREEMENT dated the 15th day of October 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Grainger**, 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 **Electrical Equipment and Supplies Term and Supply**, County of Boone Request for Bid, bid number **59-18SEP02**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated September 17, 2002 and executed by Craig Sherman on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and Addendum Number One shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through October 31, 2003, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the following sections of Electrical Equipment and Supplies as identified and responded to in the Contractor's Response Form: Section 4.14 Light Bulbs. Items will be provided as required 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 the County.

4. Delivery Time - Contractor agrees to deliver supplies two days after receipt of order and notification by the County.

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

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

GRAINGER

by [Signature]
title GOVERNMENT SALES COORDINATOR
address 2535 MARYD BLVD
MARYLAND HEIGHTS, MO 63043

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

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) incurred by this contract. (Note: Certification is not required where the terms of the contract do not result in a measurable county obligation.)

Term and Supply (No Encumbrance Required)
Facilities Maintenance 6100-23035/23050/60200

no encumbrance required 10/1/03
Signature [Signature] Date Appropriation Account

SIGNING TO ACKNOWLEDGE RECEIPT OF BID AWARD
PER ATTACHED LETTER: *Gale Heckman*
SALES REP
GRAYBAR ELECTRIC
10-23-02

PARTICIPATION CERTIFICATE
Attachment C

- A. After a competitive bidding and selection process, Graybar Electric Company, Inc. (herein "Vendor") has entered into a Master Agreement with Los Angeles County, Master Agreement No. 57128 (herein "Master Agreement") to provide electrical products, equipment supplies and related services (herein "Products").
- B. Master Agreement provides that other public agencies may purchase Products on the same terms, conditions and pricing as Los Angeles County.
- C. On behalf of the public agency identified (the Public Agency) the undersigned purchasing agent of the Public Agency or other duly authorized agent of the Public Agency hereby agrees to the terms and provisions of the Master Agreement and to participate in the Master Agreement to purchase Products from Vendor pursuant to such Master Agreement as the Public Agency may specify from time to time.
- D. The special conditions set forth below are acceptable to the Public Agency.

DATE: 10-15-02

SIGNATURE: *[Signature]*

NAME: Dave Stamps TITLE: Presidj Com

NAME OF PUBLIC AGENCY: County of Boone - Missouri

STREET ADDRESS: 601 E Walnut Room 205

MAILING ADDRESS: _____

CITY: Columbia STATE Mo ZIP CODE 65201

TELEPHONE: (573) 886-4400 FAX: (573) 886-4402

CUSTOMER NUMBER: _____ (to be assigned by Vendor)

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature]
Auditor
10/16/02

CERTIFIED COPY OF ORDER

444-2002

STATE OF MISSOURI }
County of Boone } ea.

October Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of October 20 02

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

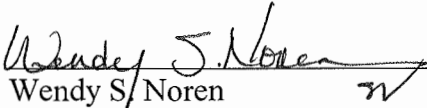
Now on this day, the County Commission of the County of Boone does hereby award bid 55-26SEP02 for 2002 Bank Stabilization Projects to C. L. Richardson Construction Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 15th day of October, 2002.

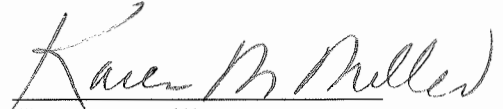


Don Stamper
Presiding Commissioner

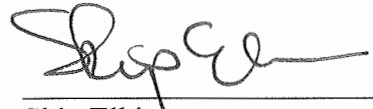
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

444-2002

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MWR*
RE: 55-26SEP02 – 2002 Bank Stabilization Projects
DATE: October 4, 2002

The Public Works Department and I have reviewed the bids submitted and recommend award to C. L. Richardson Construction Co. for having the lowest and best bid meeting the minimum specifications. Total contract cost is \$78,918.60 to be paid from organization 2045 account 71000. The amount estimated for this project was \$70,065.28.

The bid tabulation is attached.

BID TABULATION

55-26SEP02 - 2002 Bank Stabilizations Projects

ITEM	DESCRIPTION	UNIT	QTY	MJC Contractors St. Jacob, IL		Emery Sapp & Sons Columbia, MO		Lehman Construction California, MO		C. L. Richardson Ashland, MO		Don Schnieders Jefferson City, MO	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,625.00	\$ 5,625.00	\$ 19,500.00	\$ 19,500.00
2	Excavation	CY	1500	\$ 12.00	\$ 18,000.00	\$ 17.00	\$ 25,500.00	\$ 5.00	\$ 7,500.00	\$ 7.80	\$ 11,700.00	\$ 14.50	\$ 21,750.00
3	Tree Removal	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,077.00	\$ 2,077.00	\$ 9,200.00	\$ 9,200.00
4	Geotextile	SY	1,553	\$ 2.25	\$ 3,494.25	\$ 2.25	\$ 3,494.25	\$ 3.00	\$ 4,659.00	\$ 1.70	\$ 2,640.10	\$ 8.20	\$ 12,734.60
5	Rock Blanket	TON	2,709	\$ 19.00	\$ 51,471.00	\$ 25.00	\$ 67,725.00	\$ 23.00	\$ 62,307.00	\$ 17.50	\$ 47,407.50	\$ 38.60	\$ 104,567.40
6	18" CMP Culvert	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 825.00	\$ 825.00	\$ 3,450.00	\$ 3,450.00
7	1-1/2 inch Surface Aggregate	TON	218	\$ 32.00	\$ 6,976.00	\$ 13.00	\$ 2,834.00	\$ 12.00	\$ 2,616.00	\$ 17.00	\$ 3,706.00	\$ 21.00	\$ 4,578.00
8	Seed/Fertilize/Mulch	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 7,500.00	\$ 7,500.00
9	Traffic Control	LS	1	\$ 2,100.00	\$ 2,100.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,363.00	\$ 3,363.00	\$ 5,500.00	\$ 5,500.00
TOTAL					\$ 95,541.25		\$ 118,053.25		\$ 91,082.00		\$ 78,918.60		\$ 188,780.00

Page Attachments

5	Bid Response	Yes		Yes	Yes	Yes
6	Bidder's Qualifications	Yes		Yes	Yes	Yes
	Addendum One Form	Yes		Yes	Yes	Yes
10	Anti Collusion Statement	Yes		Yes	Yes	Yes
11	Signature and Identity of Bidder	Yes		Yes	Yes	Yes
12	Bidder's Acknowledgment	Yes		Yes	Yes	Yes
	Bid Bond Enclosed	Yes		Yes	Yes	Yes

Opened By: Boone County Commissioners

Recorded By: Marlene Ridgway

Date: September 26, 2002

Time: 1:30 p.m.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and C. L. Richardson Construction Co., Inc. (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 55-26SEP02
2002 Bank Stabilization Projects
PROJECT NO. 9709
BOONE COUNTY, MISSOURI

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.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidder's Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Affidavit - Prevailing Wage
17. State Prevailing Wage Rates
18. Boone County Standard Terms and Conditions
19. Construction Plans
20. Permits
21. Notice to Proceed
22. All applicable addenda

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth 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 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 Engineer 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 Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 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 Owner agrees to pay the Contractor in the amount:

Seventy-Eight thousand, Nine hundred eighteen dollars and sixty cents (\$78,918.60)

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 10-15-02 at Columbia, Missouri.
(Date)

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Don Stamper, Presiding Commissioner

ATTEST:

CONTRACTOR: C. L. RICHARDSON CONSTRUCTION

[Signature]
Wendy Noren, County Clerk *sn*

By: [Signature]
Authorized Representative Signature

By: C L Richardson
Authorized Representative Printed Name

Title: owner

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

2045-71100 \$78,918.60

[Signature]
Signature *ayse*

10/17/02
Date

Appropriation Account

NOTICE TO PROCEED

DATE: October 31, 2002

TO: C.L. Richardson

ADDRESS: 15475 Highway 63 South
Ashland, MO 65010

PROJECT: Bid Number 55 – 26 SEP 02
Bank Stabilization Projects – Smith Hatchery Road – Nichols Road –
Jemerson Creek Road (two locations) – Hart Creek Road

You are hereby notified that the Contract Time under the above contract will commence on **November 4, 2002**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **60** working days.

All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: J.P. Watkins II
Date: 10/31/02

John P. Watkins II
Project Development Manager

cc. County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

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

Change Order No.: One (1)

Job No.: 9709

Date: 12-26-02

Project Location: Bank Stabilization Projects

Contractor: C. L. Richardson Construction

7-2003

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

Contract Amount: Add to the Contract Amount a total of

Fifty-three Thousand One Hundred Sixty-one Dollars and 90/100 (\$ 53,161.90)

CONTRACTOR - C. L. Richardson Construction

SIGNATURE *Math L*

DATE 1/07/03

Recommended by: Project Manager

SIGNATURE *J.P. Wark II*

Approved by Director *DWA*

DATE 12/26/02

Accepted by: Boone County

SIGNATURE *Keith Schray*

DATE 1-7-03

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$	71,431.55
PREVIOUS ADDITIONS	\$	0.00
TOTAL	\$	71,431.55
PREVIOUS DEDUCTIONS	\$	0.00
NET PRIOR TO THIS CHANGE	\$	71,431.55
AMOUNT OF THIS CHANGE <u>X</u> ADD _____ DEDUCT	\$	53,161.90
CONTRACT AMOUNT TO DATE	\$	124,593.45

CERTIFICATION:
 I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
 Auditor *J.P. Wark II* Date 12-27-02

Exhibit A

**Change Order # 1
Bank Stabilization Projects**

Description	Quantity	Unit of Measure	Unit Price	Total Cost
Geotextile	399.00	SY	\$ 1.70	\$ 678.30
Rock Blanket	1,700.23	TON	\$ 17.50	\$ 29,754.03
1 ½" Surface Aggregate	59.21	TON	\$ 17.00	\$ 1,006.57
Excavation	2,785.00	CY	\$ 7.80	\$ 21,723.00
Total Cost for Change Order # 1				\$ 53,161.90

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

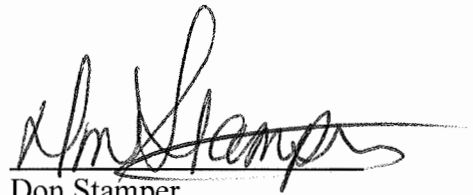
October Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of October 20 02

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

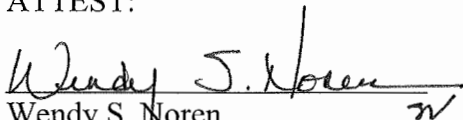
Now on this day, the County Commission of the County of Boone does hereby authorize the disposal of surplus property to Kemper Auction as listed on the October 4, 2002 memorandum from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign disposal request forms.

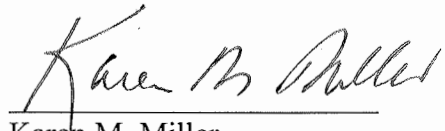
Done this 15th day of October, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

445-2002

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway
RE: Surplus Items
DATE: October 4, 2002

The following items have been identified as surplus. All offices and departments were notified of these items September 20, 2002 and to date, no interest has been expressed in these items. I am requesting approval to dispose these items through Kemper Auction.

Item #	Description	Condition	Office/Department
5858	One Broken Chair	Poor	North Facility
6213	Broken Chair	Poor	North Facility
2038	Typing Table	Poor	North Facility
11197	Television	Poor	North Facility
10802	Broken Chair	Poor	North Facility
12162	19" Television	Poor	North Facility
No tag	Metal Bookshelf (Grey)	Poor	North Facility
No tag	Pew From Jail	Poor	North Facility
12356	VCR		1255
10359	Quasar TV/VCR Combination	Poor	North Facility/jjc
7991	Unimate 35 Washer	Broken	NF
4981	Brown Arm Chair	Poor	NF
8465	Teal Arm Chair	Fair	NF
10732	Telephone Equipment	Poor	NF
10751	Telephone Equipment	Poor	NF
10956	Telephone Equipment	Poor	NF
9224	Bag Cell phones	Poor	NF
9223	Bag Cell phones	Poor	NF
No Tag	4 Bag Cell phones	Poor	NF
No Tag	Wireless Intercom system (4 units)	Unknown	NF
10627	Fax Machine	Poor	NF
No Tag	Bissell Broom	Poor	NF
No Tag	Brown Task Chair MFA tag 5242	Poor	NF
Tag Scratched off	Floor Buffer	Poor	NF
No Tag	Mop Pole Handle	Fair	NF
6517	Copier	Poor	NF
No Tag	Lexmark Color Printer	Poor	NF
No Tag	Panasonic Typewriter	Poor	NF
No Tag	Desk Trays - Assorted	Fair	NF

No Tag	Polaroid Camera	Unknown	NF
8536	Blue Arm Chair	Good	NF
No Tag	5 Vehicle Cell phone mounts and phones	Poor	NF
No Tag	Sharp Desk Calculator	Unknown	NF
No Tag	CPU stand qty 3	Good	NF
12162	TV	Poor	NF
No Tag	Keyboard trays	Fair	NF
No Tag	Pressboard cabinet/shelf	Broken	NF
No Tag	Truck Box	Fair	NF
No Tag	Desk	Poor	NF
4378, 4377, 4629, 4628, 5856, 4630, 4380, 5474, 4708, 5633	Brown chairs with arms	Poor	NF
4897 and 4 w/No Tags	5 stackable chairs	Poor	NF
No Tag	2 lawn mowers		NF
9128	GE Microwave	Broken	NF
4598	Martin Yale Check Signature Machine	Fair	NF
4148	Canon AP 400 Typewriter	Poor	NF
12054	Emerson Microwave	Poor	NF
8546	Blue Management Chair	Fair	NF
9451	Desk Chair	Poor	NF
No Tag	16 pagers	Broken	NF
No Tag	2 Star Tac cell phones	Broken	NF
7888	Cell phone	Broken	NF
11224,11225,11226,11227,11228, 11229	Traffic Counters	Poor	NF
9993	Desk Chair	Broken	NF
4689,5026, 7457, 7456, No tag	Maxon Portable w/ Charger	Broken	NF

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of October 20 02

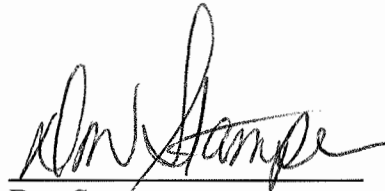
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the General Consultant Services Agreement with the following:

- Chinn and Associates
- RTI Consultants

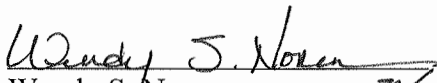
It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreements.

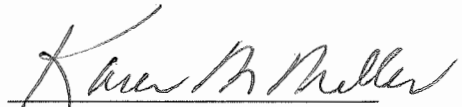
Done this 15th day of October, 2002.



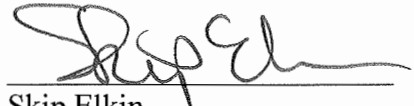
Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

ACCEPTED
OCT 03 2002
446-2002

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 23 day of AUGUST, 2002, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CHINN & ASSOCIATES, INC. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONSULTANT

By KIMI. G. CHINN
Kimi G. Chinn

Title ARCHITECT

Dated: AUGUST 23, 2002

BOONE COUNTY, MISSOURI

By *[Signature]*
Presiding Commissioner

Dated: 10-15-02

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy J. Horne
County Clerk

APPROVED:

David Hink
Director, Boone County Public Works

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

no encumbrance required 10/7/02
Auditor *[Signature]* Date

**CHINN & ASSOCIATES, INC. ARCHITECTS
SCHEDULE OF SERVICES AND FEES - 2002**

Architectural/Engineering Services Fee: Based on the Scope of Work outlined in the proposal, Chinn & Associates, Inc. can negotiate compensation based on Section 1.3 herein. For payment based on an hourly fee plus expenses, the following schedule of fees is applicable.

Method of Payment: Invoiced on a monthly basis or upon completion of each phase, i.e.

Schematic Design Phase	15%
Design Development Phase	20%
Construction Document Phase	40%
Bidding & Negotiation Phase	5%
Construction Administration Phase	20%

Additional Services: Additional Services requested by the County which are outside of the scope of services, i.e. measure drawings of existing conditions, work related to unforeseen conditions, structural analysis, feasibility studies, interior design services, etc., shall be invoiced on an hourly rate as listed below.

Reimbursables: Reimbursables costs are outlined below and are applicable unless the contract is negotiated as a lump sum payment.

Hourly Rates

Principals:	\$95.00 per hr.
Production:	
Design/Computer Aided Drafting Services	\$75.00 - \$95.00/hr.
Specification Writing & Clerical	\$35.00 - \$50.00/hr.

For Additional Services of Consultants: including structural, mechanical, electrical and civil, a multiple of one and 25/100 (1.250 times) the amounts billed to the Architect for such services.

Reimbursable Expenses

Mileage	\$.37/mile
Travel & Lodging	Cost x 1.1
Printing & Reproducibles	Cost x 1.1
CAD Plots	\$10.00/sheet
Telephone & Facsimilies	Cost x 1.1
Postage	Cost x 1.1
Miscellaneous Materials	Cost x 1.1
Testing Services	Cost x 1.1

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14 Day of Oct 2002, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and **RTI CONSULTANTS** (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant shall respond to options requested, or provide reasons why Consultant cannot provide or respond to the request for optional services.

1.2 Time for Completion - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 Signatures - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and

approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean

authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONSULTANT

By William D. Cammi

Title President

Dated: 10-23-02

BOONE COUNTY, MISSOURI

By Ami Stamp

Presiding Commissioner

Dated: 10-15-02

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

ATTEST:

[Signature]
County Clerk

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature] 10/7/02
Auditor Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of October 20 02

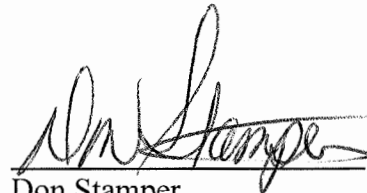
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1170-71100: Information Technology – Outside Services	\$6,314.00	
1170-91100: Information Technology – Furniture and Fixtures		\$5,234.00
1170-91301: Information Technology – Computer Hardware		\$1,080.00

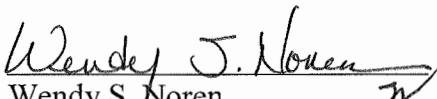
Said budget revision is for the purchase of office equipment and supplies for a new senior programmer/analyst position.

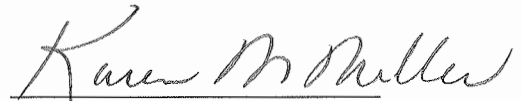
Done this 15th day of October, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

10/1/02

FY 2002
 Budget Amendments/Revisions
 Information Technology (1170)

BR #	Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
	1	9/13/02	10100	Salaries & Wages	11,954		Computer Programmer/Analyst Agreement	Revenues equal expenditures so the net effect of this budget amendment is zero.
			10200	FICA	915			
			10300	Health Insurance	742			
			10325	Disability Insurance	55			
			10350	Life Insurance	9			
			10375	Dental Insurance	65			
			10400	Workers Comp	40			
			10500	401(A) Match	163			
			3528	Reimb Personnel/Projects	13,943			
	2	9/30/02	91100	Furniture & Fixtures	5,234		Office furniture/PC for new Senior Programmer/ Analyst funded by Collector	Account 91100 Furniture & Fixtures - 2002 Budget \$4,500 YTD Actual \$4,431 Account 91301 Computer Hardware - 2002 Budget \$29,225 YTD Actual \$29,225 Class 9 Fixed Asset Additions - 2002 Budget \$126,025 YTD Actual \$77,387 Account 71100 Outside Services - 2002 Budget \$44,500 YTD Actual \$15,252 Class 7 Contractual Services - 2002 Budget \$174,666 YTD Actual \$134,731
			91301	Computer Hardware	1,080			
			71100	Outside Services		6,314		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

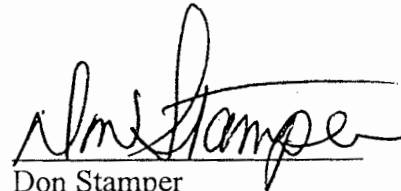
September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 24th day of September 20 02

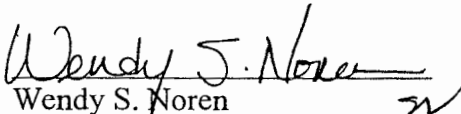
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Computer Programmer/Analyst Agreement between Patricia S. Lensmeyer, Boone County Collector, and the Boone County Commission

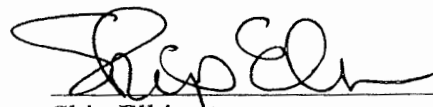
Done this 24th day of September, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

COMPUTER PROGRAMMER/ANALYST AGREEMENT

This agreement, made and entered into this 24th day of September, 2002, by and between Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector" and Boone County, Missouri through the Boone County Commission, hereinafter called the "County";

WHEREAS, Senate Committee Substitute For House Bill Number 1634 as Truly Agreed To And Finally Passed by the 91st General Assembly, and signed by the governor with an effective date of August 28, 2002, provides for the establishment of a fund to be known as the "Tax Maintenance Fund" to be used solely as a depository for funds received or collected for the purpose of funding additional costs and expenses incurred in the office of Collector and provides that the Collector has sole responsibility for all expenditures from the fund and further provides that the Collector may reimburse county general revenue for the salary of an employee; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to provide computer technology and support for the Collector to perform the legally required duties of the office; and

WHEREAS, the parties agree the Collector requires additional computer programming and analysis support to accomplish the requirements of the office; and

WHEREAS, the Collector intends to hire an additional computer programmer/analyst to aid in fulfilling the needed programming and analysis requirements;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County, by and through the Department of Information Technology, hereinafter called IT Department or IT Director, agrees to provide adequate equipment, furnishings, working space, telephone, technical training, supplies and ongoing support for a computer programmer/analyst.

II

The County agrees to pay the salary from county general revenue and provide all the benefits of county employment for a computer programmer/analyst and further agrees the salary to be paid will be determined by the Collector.

III

The Collector agrees to set the salary of the computer programmer/analyst in conjunction with the IT director and within the salary scale of the County for the appropriate classification.

IV

The Collector agrees to reimburse county general revenue for the salary expense of a computer programmer/analyst from the tax maintenance fund as funds are available.

V

The Collector agrees to follow as much as practical the normal county processes and procedures regarding the selection and hiring of the computer programmer/analyst including job posting. The Collector further agrees to involve the IT Department in the interviewing and selection process.

VI

All parties agree the Collector will identify and prioritize programming and analysis tasks and projects to be completed by the computer programmer/analyst. All parties agree that immediate redirection by the Collector may be necessary due to a previously unidentified problem regarding a tax bill or other concern with the collection and distribution process.

VII

The Collector agrees to communicate tasks, projects, and changes to priorities assigned or redirected to the programmer/analyst to the IT Director in the most practical way.

VIII

The Collector agrees that the computer programmer/analyst will use reporting procedures according to the IT Department's policies for tracking the status and time worked on assigned tasks and projects.

IX

All parties agree the computer programmer/analyst will attend the IT Department's programming staff meetings and technical training when required to learn new programming procedures, techniques and/or tools that are adopted as standard for the county. Furthermore, all parties agree the computer programmer/analyst may train other programming staff so that ample programming knowledge and backup is provided for the Collector's computer applications and that such training will be scheduled jointly by the Collector and the IT Director.

X

The Collector agrees that the computer programmer/analyst will use only programming languages, coding techniques, software tools and hardware platforms that are standard and approved for use by the county.

XI

The Collector agrees that any programming projects or tasks assigned by the Collector resulting in the need for additional programming and analysis in other county applications which may interface with the Collector's systems, may be handled by the computer programmer/analyst.

XII

The Collector agrees that the day to day supervision of the computer programmer/analyst will be handled by the IT Department and the Collector further agrees to make a good faith effort to concur with the IT Director, on behalf of the County, on performance evaluations and pay increases for the computer programmer/analyst, except that all parties agree the Collector will make the final decisions.

XIII

All parties agree that the IT Department will use reporting procedures in use for the entire programming/analysis staff to report the progress and status of projects being worked on by the computer programmer/analyst.

XIV

The Collector agrees that the computer programmer/analyst may perform programming/analysis requirements for other applications used by the County subject to the approval of the Collector except in an emergency situation at which time the IT Director, on behalf of the County, will advise the Collector after the emergency is resolved.

XV

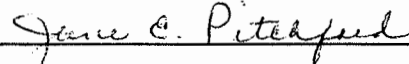
The County, by and through, the IT Department, agrees to continue to provide ongoing technological support for the office and functions of the Collector which may include programming and analysis from time to time.


XVI

All parties mutually agree that the term of this agreement is non-expiring but may be reviewed and reconsidered at the request of either the County or the Collector.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

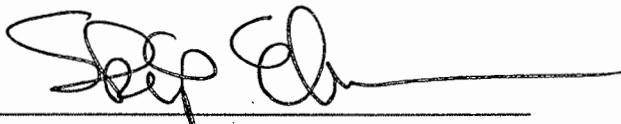
I certify that this contract is within the purpose of the general revenue appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay the obligations arising from this contract with the understanding that by this contract the County General Revenue Fund will be reimbursed from the Tax Maintenance Fund.

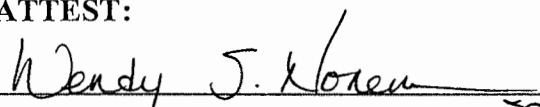

June E. Pitchford, Boone County Auditor


Don Stamper
Presiding Commission


Patricia S. Lensmeyer
Collector of Revenue

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

inside the LINES

PHONE (573)-817-0778
FAX (573)-817-1414
EMAIL karinb@insidethelines.net

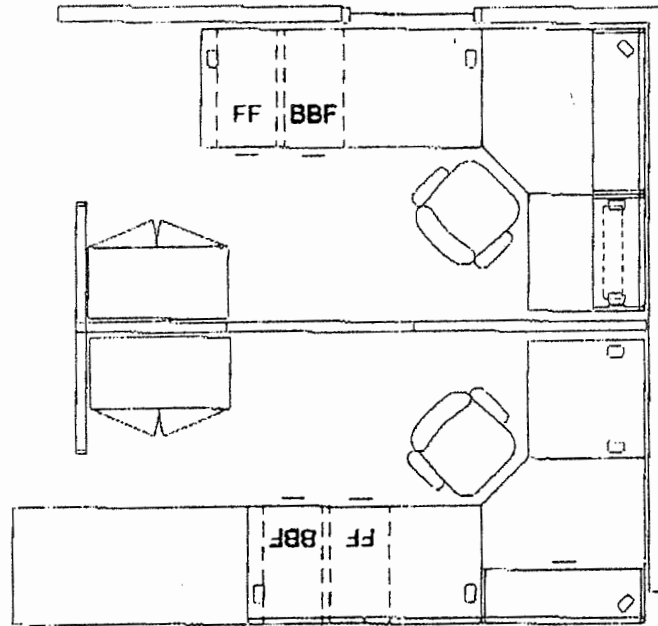
Fax

To: MIKE MALLICOAT	From: KARIN BURGESS
Fax: 886-4322	Date: 25 SEPTEMBER 2002
Phone:	Pages: 9
Re: WORKSTATION PRICING	CC:

MIKE

HERE IS THE FINAL TOTAL FOR ADDING FURNITURE AND PANELS TO THE WORKSTATION ACROSS THE HALL. IF MONEY IS AN ISSUE, WE CAN DO THIS IN STAGES IF THAT WOULD HELP. CALL ME IF YOU HAVE ANY QUESTIONS.

Thank you-
Karin



Boone County
Information Technology Department
1/4" = 1'
Choice B

PROPOSAL

Boone County Information Technologies
Workstation Add-on

SYSTEM-3000

Qty	Product	Description		
2	CFP3066/NP	S3 FAB ACOUST PNL-NPOWR,NO DAT	651.00	1,302.00
		A,30W X 66H	338.52	677.04
		TRIM		
	STDTRM	STANDARD TRIM FINISHES		
	WVG	WARM GREY		
		PANEL FABRIC SIDE 1 #1		
	GRD1	GRADE 1 FABRICS		
	A	HEATHER		
	/A0096S1	A0096S1 AQUAMARINE		
		PANEL FABRIC SIDE 2 #1		
	GRD1	GRADE 1 FABRICS		
	A	HEATHER		
	/A0096S2	A0096S2 AQUAMARINE		
		NO VENEER SELECTION AVAILABLE		
	-NV	NO VENEER SELECTION AVAILABLE		
				<u>677.04</u>
1	CFP3666/NP	S3 FAB ACOUST PNL-NPOWR,NO DAT	679.00	679.00
		A,36W X 66H	353.08	353.08
		TRIM		
	STDTRM	STANDARD TRIM FINISHES		
	WVG	WARM GREY		
		PANEL FABRIC SIDE 1 #1		
	GRD1	GRADE 1 FABRICS		
	A	HEATHER		
	/A0096S1	A0096S1 AQUAMARINE		
		PANEL FABRIC SIDE 2 #1		
	GRD1	GRADE 1 FABRICS		
	A	HEATHER		
	/A0096S2	A0096S2 AQUAMARINE		
		NO VENEER SELECTION AVAILABLE		
	-NV	NO VENEER SELECTION AVAILABLE		
				<u>353.08</u>

1 CFP4866/NP	S3 FAB ACOUST PNL-NPOWR,NO DAT	811.00	811.00
	A,48W X 66H	421.72	421.72
	TRIM		
STDTRM	STANDARD TRIM FINISHES		
/WG	WARM GREY		
	PANEL FABRIC SIDE 1 #1		
GRD1	GRADE 1 FABRICS		
A	HEATHER		
/A0096S1	A0096S1 AQUAMARINE		
	PANEL FABRIC SIDE 2 #1		
GRD1	GRADE 1 FABRICS		
A	HEATHER		
/A0096S2	A0096S2 AQUAMARINE		
	NO VENEER SELECTION AVAILABLE		
-NV	NO VENEER SELECTION AVAILABLE		
			<u>421.72</u>
1 CFP6066/NP	S3 FAB ACOUST PNL-NPOWR,NO DAT	930.00	930.00
	A 60W X 66H	483.60	483.60
	TRIM		
STDTRM	STANDARD TRIM FINISHES		
/WG	WARM GREY		
	PANEL FABRIC SIDE 1 #1		
GRD1	GRADE 1 FABRICS		
A	HEATHER		
/A0096S1	A0096S1 AQUAMARINE		
	PANEL FABRIC SIDE 2 #1		
GRD1	GRADE 1 FABRICS		
A	HEATHER		
/A0096S2	A0096S2 AQUAMARINE		
	NO VENEER SELECTION AVAILABLE		
-NV	NO VENEER SELECTION AVAILABLE		
			<u>483.60</u>
1 CTFC66	S3 T-POST - UPHOLSTERED 66"H	52.00	52.00
		27.04	27.04
	TRIM		
STDTRM	STANDARD TRIM FINISHES		
/WG	WARM GREY		
	T-POST FABRIC		
GRD1	GRADE 1 FABRICS		
A	HEATHER		
/A0096	A0096 AQUAMARINE		
	NO VENEER SELECTION AVAILABLE		
-NV	NO VENEER SELECTION AVAILABLE		
			<u>27.04</u>

1	CWM.66	S3 WALL MOUNT - 66"H	38.00	38.00
			19.76	19.76
		TRIM		
	STDTRM	STANDARD TRIM FINISHES		
	AWG	WARM GREY		
			<hr/>	
			19.76	
2	ECP66	S3 PANEL END CAP 66"H	22.00	44.00
			11.44	22.88
		TRIM		
	STDTRM	STANDARD TRIM FINISHES		
	AWG	WARM GREY		
			<hr/>	
			22.88	
			<hr/>	
			Sub Total:	\$3,856.00
			Total:	3,856.00
			Discount:	1,850.88
			SYSTEM-3000 Total:	\$2,005.12

700 SERIES FILES & STORAGE

Qty	Product	Description		
2	S7P/1530HBBF	75F HANGING PED-BOX/BOX/FILE-3	517.00	1,034.00
		0" NOMINAL DEPTH	268.84	537.68
		ENAMEL FINISH #2		
	FINISH	ENAMEL FINISH		
	AWG	WARM GREY		
		PACK OPTION		
	-CP	COMMERCIAL PACK		
			<hr/>	
			537.68	
			<hr/>	
			Sub Total:	\$1,034.00
			Total:	1,034.00
			Discount:	496.32
			700 SERIES FILES & STORAGE	\$537.68

SEATING

Qty	Product	Description		
-----	---------	-------------	--	--

1 ENGP/AA	PIRETTI ENGAGE ADJ ARMCHAIR W/ PIVOT ARMCAPS,POLY BACK FRAME COLOR #6	726.00	726.00
	/BL BLACK BASE OPTIONS	377.52	377.52
	/C CARPET CASTERS UPHOLSTERY #192		
	1E GRADE 1E EVERETT FABRIC		
	/1EGN MARINE GREEN		
			377.52

Sub Total:	\$726.00
Total:	726.00
Discount:	348.48
SEATING Total:	\$377.52

WORKZONE

Qty	Product	Description		
1	NTLN30	TASKLIGHT-MAGNETIC-SHELF/CAB 3	112.00	112.00
		0" N	58.24	58.24
		TRIM COLORS #1		
	/AWG	WARM GREY		
				58.24

2	WBW3030-BN	WZ BASIC WRKSRF LAM TOP FLA	443.00	886.00
		T VNYL T-EDGE 30X30	230.36	460.72
		HEIGHT #2		
	/9	29" HEIGHT		
		WIREWAY #1		
	/NW	NO WIRE MANAGEMENT TROUGH		
		LEGS #1		
	/TS	STANDARD LEGS		
		TRIM COLORS #1		
	/WG	WARM GREY		
		LAMINATE		
	/LGM	STORM GREY SILICA		
		EDGE COLOR		
	/EWG	WARM GREY		
		PLASTIC TYPE		
	/STD	EXTRUDED RIB TEXTURE		
		CASTER SELECTION		
	/NC	WITH GLIDES		
		FRAME STYLE		
	/WM	W/ MODESTY PANEL		
				460.72

1	WCS3042-BN	WZ STAND ALONE CORNR WKSURF	771.00	771.00
		FLAT VNYL T-EDGE 30 X 42	400.92	400.92
		HEIGHT #2		
	/9	29" HEIGHT		
		WIREWAY #1		
	/NW	NO WIRE MANAGEMENT TROUGH		
		LEGS #2		
	/TS	STANDARD LEGS		
		TRIM COLORS #1		
	/WG	WARM GREY		
		LAMINATE		
	/LGM	STORM GREY SILICA		
		EDGE COLOR		
	/EWG	WARM GREY		
		PLASTIC TYPE		
	/STD	EXTRUDED RIB TEXTURE		
		FRAME STYLE		
	/WM	W/ MODESTY PANEL		
				400.92

1 WSS30	WZ STEEL SHELF 30 X 16 1/2 X	472.00	472.00
	13 1/4"	245.44	245.44
	TRIM COLORS #1		
/WG	WARM GREY		
	PLASTIC TYPE1		
/STD	EXTRUDED RIB TEXTURE		
			<u>245.44</u>
1 WSS42	WZ STEEL SHELF 42 X 16 1/2 X	506.00	506.00
	13 1/4"	263.12	263.12
	TRIM COLORS #1		
/WG	WARM GREY		
	PLASTIC TYPE1		
/STD	EXTRUDED RIB TEXTURE		
			<u>263.12</u>
1 WZOP30	WZ OVERHEAD PRIVACY SCREEN 30	275.00	275.00
	X19 (NOT FOR ADJ. WORKZONE)	143.00	143.00
	TRIM COLORS #1		
/WG	WARM GREY		
	PRIVACY SCREEN FABRIC		
GRD1	GRADE 1 FABRICS		
A	HEATHER		
/A0096	AQUAMARINE		
	FIRE RETARDANT OPTION		
/NFR	NO FIRE RETARDANT		
			<u>143.00</u>
1 WZOP42	WZ OVERHEAD PRIVACY SCREEN 42	321.00	321.00
	X19 (NOT FOR ADJ. WORKZONE)	166.92	166.92
	TRIM COLORS #1		
/WG	WARM GREY		
	PRIVACY SCREEN FABRIC		
GRD1	GRADE 1 FABRICS		
A	HEATHER		
/A0096	AQUAMARINE		
	FIRE RETARDANT OPTION		
/NFR	NO FIRE RETARDANT		
			<u>166.92</u>
		Sub Total:	\$3,343.00
		Total:	3,343.00
		Discount:	1,604.64
		WORKZONE Total:	\$1,738.36

USER LIB

Qty	Product	Description		
1	T255F/BN	TREK FIXED LEG TABLE	606.00	606.00
			363.60	363.60
				363.60

Sub Total: \$606.00
 Total: 606.00
 Discount: 242.40
 USER LIB Total: \$363.60

Total:	9,565.00
Discount Total:	4,542.72
Installation Total:	280.00
Project Total:	\$5,302.28

From: "Lisa Grabowski" <lisa.grabowski@wwt.com>
To: <TFisher@mail.boonecountymmo.org>
Date: 9/27/02 2:23PM
Subject: Re: Needing Quote

Hi Trudy- Thanks for your patience with this. I've included a Gateway quote for you to review. I'm also including some notes that have to do with the model change, from the E 3600 to the E 4000:

The E 3600 had a 5 bay case, but the E 4000 comes standard with a 3 bay case. You can upgrade to a 6 bay case, though, for about \$40.

The E 3000 that you ordered last time came with a 32mb NVIDIA AGP card, but on the E 4000, it is an option for an additional \$40. There is a video card that comes standard on the E 4000 (please see quote below), but it isn't the same as what you ordered the last time.

Please let me know if you need any changes to this quote. Have a good weekend!

quote name: Trudy- 1
quote number: 290702
quote creation date: 9/27/02
quote expiration date: 11/11/02
company:
Contact Information:

product number: 15582524
product name: E-4000
product detail: Certification Energy Star Compliant
CD-ROM or DVD 20x min./48x max. CD-ROM drive
Case NEW LOOK 3-Bay Highly Serviceable, Convertible Case
AntiVirus Software Norton AntiVirus 90 day Introductory Offer
Monitor EV700 17" Color Monitor (15.9" viewable area)
Controller Card Integrated Ultra ATA100 Controller
Speakers GCS300* Speakers..... \$24
Processor Intel® Pentium® 4 Processor 1.8GHz with 512K L2 Advanced Transfer Cache and 400MHz FSB
Floppy/IOMEGA Drive 3.5" 1.44MB diskette drive
Operating System Microsoft® Windows® 2000 Professional NTFS
External Ports (6) USB Ports (2 in front, 4 in rear), (1) Serial, (1) Parallel, (2) PS/2, (1) RJ-45 Integrated LAN, (1) VGA, (1) Audio In/Out, (1) Microphone, front audio ports are standard in 3-bay case and are optional in 6-bay case
Limited Warranty Program 3Yr Parts, Labor, Onsite, Limited HW&SW Tech Support for as long as you own it
Keyboard 104+ keyboard
Expansion Slots 3 PCI and 1 AGP
Memory 256MB PC2100 DDR SDRAM (1-256MB Module)..... \$56
Hard Drive 20GB Ultra ATA100 hard drive..... \$-38
Video Integrated Intel® Direct AGP Graphics with up to 64MB Dynamic Video Memory Technology
Sound System Integrated Sound Blaster compatible audio
Network Adapter Integrated Intel® 10/100 Ethernet Adapter
Mouse Logitech PS/2 Wheel Mouse & Gateway mouse pad
LANDesk Software Intel® LANDesk Client Manager Software v6.3
unit price: \$1,080.00
quantity: 1
item total: \$1,080.00

Lisa Grabowski

World Wide Technology, Inc
(314) 301-2683
800/775-5475 fax
lisa.grabowski@wwt.com

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of October 20 02

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

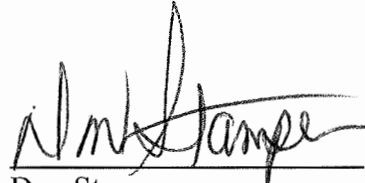
Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1170-91302: Information Technology – Computer Software	\$745.00	
1170-92302: Information Technology – Replacement Computer Software		\$745.00

Said budget revision is for Affirmative Action Software upgrade for the Human Resources Department.

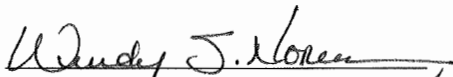
The County Commission of the County of Boone does hereby authorize the disposal of Affirmative Action Software, fixed asset tag #10841. It is further ordered that the Presiding Commissioner to sign said disposal request form.

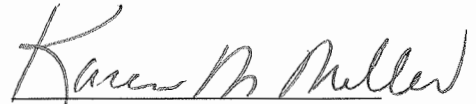
Done this 15th day of October, 2002.



Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

EFFECTIVE DATE

FOR AUDITORS USE

448-2002

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
1	1	7	0	9	2	3	0	2	Information Tech	Repl Comp Software		\$745.00
1	1	7	0	9	1	3	0	2	Information Tech	Computer Software	\$745.00	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Affirmative Action software for the Human Resources Department.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
 If not, please explain (use an attachment if necessary):


 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:


 Auditor's Office


 PRESIDING COMMISSIONER


 DISTRICT I COMMISSIONER


 DISTRICT II COMMISSIONER

10/7/02

FY 2002
Budget Amendments/Revisions
Information Technology (1170)

BR #	Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
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			91301	Computer Hardware	1,080			
			71100	Outside Services		6,314		
3	10/7/02		92302	Replemnt Computer Software	745		Affirmative Action software upgrade	Account 91302 Computer Software - 2002 Budget \$9,975 YTD Actual \$9,013.76 Account 92303 Replemnt Computer Software - 2002 Budget \$0 YTD Actual \$0 Class 9 Fixed Asset Additons - 2002 Budget \$126,025 YTD Actual \$77,387.76
			91302	Computer Software		745		



Peopleclick
 Two Hannover Square, 7th Floor
 Raleigh, NC 27601
 919-645-2800
 SALES (800) 774-9165
 FAX (972) 910-8397
eeosales@peopleclick.com
aaptraining@peopleclick.com

AAP Software and Services ORDER FORM

Ship To:			
Name:	Carlow Strus	Date:	9/19/02
Title:			
Company:	Boone County Information Technology		
Address:	801 East Walnut, Rm 221		
City:	Columbia	State:	MO
Phone:	573 886-4315	Fax:	573 886-4444
Email:	cstrus@boonecountymmo.org		
Zip:	65201		

Peopleclick Sales Contact:	Pat Parrish
-----------------------------------	-------------

Payment Method:		
<input type="checkbox"/> Credit Card	Name on Card:	
	Card Number:	
	Expiration Date:	
	Signature:	

<input type="checkbox"/> Check or money order is enclosed. Payable to Peopleclick					
<input type="checkbox"/> P.O. #	Billing Address:	601 East Walnut, Rm 211			
	City:	Columbia	State:	MO	Zip: 65201

Order Verification Signature:

Item Description:	Qty:	Price:
Upgrade from AAPlanner 4 to AAPlanner 6	1	495.00
Upgrade from Monitor 4 to Monitor 5	1	250.00
		0
		0
		0
		0

SHIPPING: <input type="checkbox"/> 3 Day Federal Express <input type="checkbox"/> 2 Day Federal Express <input type="checkbox"/> Email <input type="checkbox"/> Next Day* Federal Express
--

Subtotal	
NC add 6% sls tax	0
TX add 8.25% sls tax	0
Shipping	n/c
Order Total	\$745.00

* express shipping charges will be added to total

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 10/7/02

FIXED ASSET TAG NUMBER: 10841

DESCRIPTION: Affirmative Action Software

REQUESTED MEANS OF DISPOSAL: OTHER

OTHER INFORMATION:

CONDITION OF ASSET:

REASON FOR DISPOSITION: software upgrade purchased

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

DEPARTMENT: Human Resources

SIGNATURE _____

AUDITOR

ORIGINAL PURCHASE DATE 12/31/96

ORIGINAL COST \$1,500

ORIGINAL FUNDING SOURCE 2731- General Fund TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 448-2002

DATE APPROVED 10-15-02

SIGNATURE [Signature]

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.


October Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of October 20 02

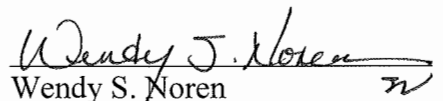
the following, among other proceedings, were had, viz:

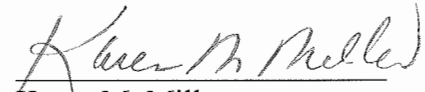
Now on this day, the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds on Sunday October 27, 2002 from 1:30 p.m. to 4:00 p.m. for the Republican Campaign Rally sponsored by the Boone County Republican Central Committee. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

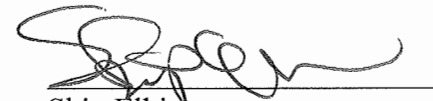
Done this 15th day of October, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



RECEIVED
OCT 03 2002
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
Boone County Commission 573-886-4305 • FAX 573-886-4311

Comm. agenda

Boone County Commission

449-2002

APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: Republican Campaign Rally

Date(s) of Use: Sunday 27 October 2002

Time of Use: From: 1:30 ~~am~~/~~pm~~ thru 4:00 ~~am~~/~~pm~~

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department grounds, of time and place of use and abide by all applicable laws and ordinances in using Courthouse
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or replace or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds as specified in this application.

Name of Organization: Boone County Republican Central Comm.

Organization Representative/Title: C. BRUCE CORNETT, MEMBER

Phone Number: 573-442-5197 / 9604

Date of Application: 4 OCT 02

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy J. Moran
Clerk

Don Stamper
Commissioner

DATE: 10-15-02

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of October 20 02

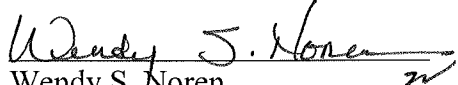
the following, among other proceedings, were had, viz:

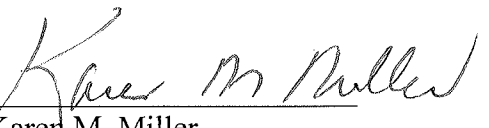
Now on this day, the County Commission of the County of Boone does hereby appoint Marjorie Motley to the Boone County Senior Board for a term to expire on October 14, 2006.

Done this 15th day of October, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



Interview Fri, Oct. 4 @ 9:30

450-2002

Boone County Commission

Appoint for 4 yr. term to expire 10/14/2006

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: SENIOR BOARD Term: ^{4 year}3-31-06

Current Township: CENTRALIA Today's Date: 9-7-02

Name: MARJORIE MOTLEY

Home Address: 906 EAST BOOTH Zip Code: 65240

Business Address: 1007 WEST MONROE MEXICO MO Zip Code: 65265

Home Phone: 573 682 3483 Work Phone: 573 581 8305
Fax: 573 581 8346 E-mail: _____

Qualifications: Office manager (MAJOR INSURANCE) 17 years, COMPUTER TECH,
BUSINESS OWNER. 8 years, proficient in office machines/
QUALIFIED + AVID GARDENER.
HONEST, SINCERE + PATIENT.

ADRAIN CTY 4H CLUB LEADER-12 YRS. YOUTH CHURCH LEADER.
Past Community Service: VBS TEACHER, PRINCIPAL + DIRECTOR. PTA OFFICER 6 YRS - PRESIDENT
24 YRS. LIFETIME MEMBER. PANTHER BOOSTERS VOLUNTEER 10 YEARS, PRESIDENT 4 YEARS.
HELP FILE SR. HEALTH CLAIMS - CURRENT.
" " SENIOR TAX RETURNS - CURRENT

References: TURNER + MARY ROGERS, DOROTHY THOMPSON, CHUCK RENTSCHLER
VERN FLOYD, LARRY WYATT, GENE BERCK

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.

Marjorie Motley
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of October 20 02

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Commission to sign the letter of support for the Columbia Housing Authority's project for affordable housing.

Done this 15th day of October, 2002.

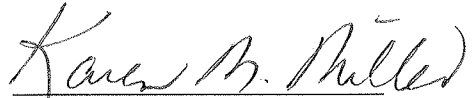


Don Stamper
Presiding Commissioner

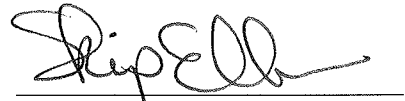
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



451
Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

October 15, 2002

Ms. Erica Dobreff, Executive Director
Missouri Housing Development Commission
3435 Broadway
Kansas City, MO 64111-215

Re: Tax Credit allocations for Columbia/Boone County, Missouri

Dear Ms. Dobreff:

The Boone County Commissioners have been advised of a proposed affordable housing opportunity for very-low income families to be located in Columbia/Boone County that will convert to homeownership opportunities for the tenants after 15 years.


The project will consist of up to 34 single-family, three-bedroom, two-bath homes with two-car garage to be located north of Brown School Road and west of Highway 763 in Boone County. This location is adjacent to the City Limits of Columbia, and it is our understanding a request will be made to voluntarily annex this site to the City. In addition, at least two single-family, two-bedroom, two-bath homes with one-car garage will be located in the inner city of Columbia.

The 2000 Census revealed a 20.5% increase in population in Boone County between 1990 and 2000 with a current population of 135,454. Columbia experienced a 22% increase in population to 84,531. Housing market characteristics for Columbia show a 79% increase in median single-family home selling prices during the last decade with only a 55% increase in average salaries. The Columbia Housing Authority (CHA) waiting lists document a definite prolonged need for affordable housing opportunities for extremely-low to low-income households. It is our understanding that CHA will act as leasing agent for Southern Missouri Housing XX, L.P., the limited partnership for this tax credit project.

On behalf of the Boone County Commissioners, we urge the Missouri Housing Development Commission to approve the federal and state tax credit allocations that are being requested by Southern Missouri Development XX, L.P., to provide both affordable rental housing and a homeownership opportunity for eligible very-low income families.

Sincerely,

BOONE COUNTY COMMISSION

By: 
Don Stamper, Presiding Commissioner

Cc: Southern Missouri Development XX, L.P.
Columbia Housing Authority