

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the November Adjourned

Term. 20 02

In the County Commission of said county, on the 10th day of December 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 renewal of the following Sole Source Contract through December 31, 2003:

Vendor Name


- Accutime Corporation
- Al Schepers Motors, Inc.
- CarteGraph
- Crown Power & Equipment
- Election Systems & Software
- ESRI – Kansas City
- GW Van Keppel
- Knapheide Truck Equipment
- Mid-States Technology
- Structural Preservation Systems
- Tri-State Construction
- Word Tech Business Systems

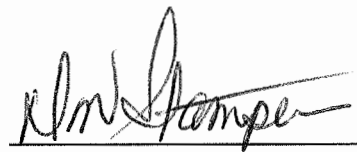
Description


- Time Clock Software
- International DT466 Engine
Parts and Castrol TranSynd
Synthetic 50W Oil
- Maintenance
- OEM Parts for Case
Backhoes and Wheel Loaders
- Election Ballot Stock
- Software Main for GIS System
- Chip/Seal Spreader Parts/Repairs
- Parts & Repairs Heavy Equip.
- Auto/Heavy Truck Engine
and Transmission Service and
repair-BG Products
- Carbon Fiber Strengthening
of Bridges
- Parts for Motorgraders
- Optika eMedia Maintenance

Done this 10th day of December, 2002.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Don Stamper
Presiding Commissioner


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
525-2002

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 21, 2002
RE: Sole Source Renewals for 2003

Attached is the 2002 Sole Source Approval spreadsheet. Purchasing is requesting that the following on-going sole source items be renewed for another year, ending on December 31, 2003.

<u>Vendor Name</u>	<u>Description</u>	<u>Department</u>	<u>Sole Source #</u>
Accutime Corporation	Time Clock Software	Public Works	20-071502
Al Schepers Motors, Inc.	International DT466 Engine Parts and Castrol TranSynd Synthetic 50W Oil	Public Works	06-123102
CarteGraph	Maintenance	Public Works	12-123102
Crown Power & Equipment	OEM Parts for Case Backhoes and Wheel Loaders	Public Works	27-123102
Election Systems & Software	Election Ballot Stock	Clerk	21-123102
ESRI – Kansas City	Software Main for GIS System	Assessor	19-123102
GW Van Keppel	Chip/Seal Spreader Parts/Repairs	Public Works	07-123102
Knapheide Truck Equipment	Parts & Repairs Heavy Equip.	Public Works	13-123102
Mid-States Technology	Auto/Heavy Truck Engine and Transmission Service and repair-BG Products	Public Works	25-081902
Structural Preservation Systems	Carbon Fiber Strengthening of Bridges	Public Works	22-123102
Tri-State Construction	Parts for Motorgraders	Public Works	08-123102
Word Tech Business Systems	Optika eMedia Maintenance	Assessor	01-043002

ATTACHMENT: 2002 Sole Source Approval

cc: Sole Source File

2002 SOLE SOURCE APPROVAL							
Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
ACC Alarm Communication	Facilities Maintenance	Service Contract on alarm system	12/31/2002	1/24/02 - Karen Miller	\$1,680.00	Yes	11-123102
Accutime Corporation	Public Works	Time Clock with Software	On-Going on Maintenance	4/18/02 - Karen Miller	\$2,150	Yes	20-071502 (renewed through 12/31/03)
Al Scheppers Motors, Inc	Public Works	International DT466 Engine Parts and Castrol TranSynd Synthetic 50W Oil which is not available on the open market	On-Going	12/18/2001 - Karen Miller	\$0.00	Yes	06-123102 (renewed through 12/31/03)
CarteGraph	Public Works	Upgrade to existing PW software	One-time on initial purchase and on-going on maintenance	1/23/02 - Karen Miller	\$21,210.00	Yes	12-123102 (renewed through 12/31/03)
City Of Columbia	Non-Departmental	Parking @ Armory & Washbash	On-Going	1/14/2002	\$0.00	Yes	10-123102
Crown Power & Equipment Company	Public Works	OEM Parts for Case Backhoes and Wheel Loaders	On-Going	10/1/02 - Skip Elkin	Term & Supply	Yes	27-123102 (renewed through 12/31/03)
DMG-Maximus Inc.	Auditor	Indirect Cost Plan	On-Going	Professional Service per June Pitchford	\$6,300.00	Yes - 132-2001	N/A
Election Systems & Software, Inc.	Clerk	Election Ballot Stock	On-Going	Don Stamper - 5/7/02	\$.09/sheet - varies by election - over \$10,000	Yes	21-123102 (renewed through 12/31/03)
ESRI - Kansas City	Assessor	ESRI Software for GIS System	On-Going	State Contract #C202051001 for maintenance -exp. 2/29/04	9128.37(purchase) \$4,900 (maintenance)	Original purchase from State Contract C800664001	19-123102 (renewed through 12/31/03)
GTE Midwest Incorporated - dba Verizon Midwest	Purchasing Dept	Local Telephone Service	8/31/2003	11/21/2001	\$0.00	Yes - 526-2001	05-083103
GW Van Keppel	Public Works	Self-Propelled Chip Seal Spreader	On-Going		\$0.00	No	N/A
GW Van Keppel	Public Works	Chip/Seal Spreader	On-Going	12/18/2001	\$0.00	Yes	07-123102 (renewed through 12/31/03)

Invensys Building System Service	Facilities Maintenance	Temperature control system Service Agreement for HVAC at Boone County Courthouse to monitor existing Invensys equipment	On-Going	4/18/02 - Karen Miller	\$4,327.00	Yes	18-123102
I/IX Information Technology Solutions, Inc.	Information Technology	SI-3000 System - (Mugshot) Software Maintenance Agreement	On-Going	11/21/02 - Don Stamper - Commission Order 489-2002	\$6,700.00	Yes - CO 489-2002	29-123103
Jaycor Tactical Systems, Inc.	Sheriff's Department	Pepperball System	N/A	Denied - Commissioner Stamper is not comfortable signing that this is sole source	\$2,424.90	NO	not approved
J. B. Battle Uniform Co.	Sheriff's Department	Uniform Trousers	On-Going	2/26/02 - Don Stamper	\$ 4,814.70	Yes	14-020903 - do not renew
Jefferson City Oil Company	Public Works	Diesel Fuel in northern Boone County	On-Going	Karen Miller - 10/24/02	Term & Supply	Yes	28-123103
Knapheide Truck Equipment Company	Public Works	Parts and Repairs for Heavy Equipment	On-Going	2/5/02 - Karen Miller	Term & Supply	Yes	13-123102 (renewed through 12/31/03)
Mid-States Technology, Inc.	Public Works	Auto/Heavy Truck Engine and Transmission Service and Repair - BG Products	On-going	8/26/2002	Estimated \$1,200/month	Yes - Commissioner Miller - 8/26/02	25-081902 (renewed through 12/31/03)
Novell MLA - World Wide Technology	Information Technology	Software Upgrade Assurance and Maintenance	7/31/2003	4/18/01 - Karen Miller	\$14,395 & \$14,540.60	State Contract C800664001	02-073103
Roland Machinery Co.	Public Works	Parts and Repairs for Kamatsu Wheel Loader and Galion Motor Grader	on-going	9/11/02 - Karen Miller	Term & Supply	Yes	26-123103
Search Systems Inc.	Sheriff's Department	Search Camera/audio System	11/30/2002	8/6/02 - Skip Elkin	\$14,820.94	Yes	24-113002
Simplex/Grinnell	Facilities Maintenance	Life Safety Service Agreement for alarms at jail.	On-Going	3/11/02 - Karen Miller	\$9,057.00	Yes - agreement w/vendor terms & conditions	16-123102
Snap-On Diagnostics	Public Works	Upgrade to existing software for Snap-On Shop Keys Diagnostics	On-Going	3/15/02 - Karen Miller	\$2,905.00	Yes	17-123102
Structural Preservation Systems	Public Works	Carbon Fiber Strengthening of Bridges	On-Going	6/3/02 - Karen Miller	\$91,025.00	Yes	22-123102 (renewed through 12/31/03)
Tech Electronics	Court of Administrator	Alarm Monitoring	12/31/2002	6/29/2001	\$0.00	Yes	03-123102

Tri-State Construction	Public Works	Parts for Motorgrader	On-Going	12/18/2001	\$0.00	Yes	08-123102 (renewed through 12/31/03)
West Group	Boone County Counselor	Online Legal Services	On-Going	1/9/2002	\$280.00	Yes	09-010903
Word Tech Business Sys.	Information Technology	Kofax Maintenance Upgrade			No - denied by Purchasing - only \$2,604 - department should obtain three quotes to submit to auditor		
Word-Tech Business Sys.	County Assessor	Optika eMedia Upgrade	On-Going	4/19/2001	\$5,527.50	Yes	01-043002 (renewed through 12/31/03)
World Wide Web & other state contracts	Information Technology	Computers & Peripherals	12/31/2002	11/15/2001	\$0.00	Yes 523-2001	04-123102
Zimmer Radio Group	Human Resources	Radio and Internet Advertising for Job Recruitment	12/31/2002	7/22/2002	Radio Advertising @ \$3,675; Internet Advertising @ \$1,300; \$7.00/advertisement; Montly fee@\$200 1st month then \$200/month thereafter	Yes - Don Stamper - Commission Order: 341-2002	23-123102
Blue: Last number used							

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 10th day of December 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
2040-91300: Public Works – Machinery and Equipment – New	\$14,000.00	
2040-92300: Public Works – Machinery and Equipment – Replacement	\$15,000.00	
2040-92400: Public Works – Trucks – Replacement	\$95,000.00	
2040-26200: Public Works – Rock	\$36,000.00	
2040-71100: Public Works – Outside Services		\$56,000.00
2040-60200: Public Works – Equipment Repairs and Maintenance		\$104,000.00

Said budget revision is for the funding of the culvert liner and to transfer funds to equipment repairs and maintenance for repair of oil distributor.

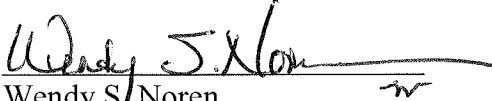
The County Commission of the County of Boone does hereby award bid 69-29OCT02 for Culvert Liner Installation to Capital Railroad Contracting, Inc. per the recommendation of the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 10th day of December, 2002.

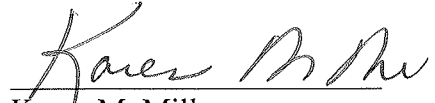


Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



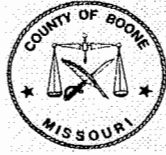
Karen M. Miller
District I Commissioner



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

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 69-29OCT02 – Culvert Liner Installation
DATE: November 14, 2002

The Public Works Department and I have reviewed the responses received and recommend awarding the base bid to Capital Railroad Contracting, Inc. for having the lowest and best bid meeting our minimum specifications. The total contract amount is \$34,000.00 to be paid from 2040 account 71100. At the time of this writing, that account balance was \$38,073.00.

The bid tabulation is attached for your reference.

Bid Tabulation

69-29OCT02 - Culvert Liner Installation

Sect.	Description	Unit of	Est. Qty.	Columbia Curb & Gutter Co.		APAC- Missouri Inc. Central Mo. Div.		Capital Railroad Contracting, Inc.		J.C. Industries, Inc.	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
4.7.1	Mobilization & Demobilization	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
4.7.2	Lining Inst. (36-inch Diameter)	LF	200	\$ 130.00	\$ 26,000.00	\$ 105.00	\$ 21,000.00	\$ 95.00	\$ 19,000.00	\$ 161.00	\$ 32,200.00
4.7.3	Headwall Installation	EA	2	\$ 3,300.00	\$ 6,600.00	\$ 7,000.00	\$ 14,000.00	\$ 4,750.00	\$ 9,500.00	\$ 2,000.00	\$ 4,000.00
4.7.4	Site Prep. & Restoration	LA	1	\$ 8,160.00	\$ 8,160.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
			Total		\$ 43,260.00		\$ 49,000.00		\$ 34,000.00		\$ 39,700.00
4.7.5	Alternate: Liner Inst.	LF	200	\$ 170.00	\$ 34,000.00	\$ 165.00	\$ 33,000.00	\$ 130.00	\$ 26,000.00	\$ 212.00	\$ 42,400.00

No Bids
 Emery Sapp & Sons
 Drummond Mechanical
 N-J Wilson Contracting,
 Apex, Inc.
 Steve & Associates

REQUEST FOR BUDGET REVISION

NOV 26 2002

BOONE COUNTY, MISSOURI

EFFECTIVE DATE

FOR AUDITORS USE

526-2002

Department										Account										Department Name										Account Name										(Use whole \$ amounts)	
																																								Transfer From	Transfer To
																																								Decrease	Increase
2	0	4	0							9	1	3	0	0						PW - MO	Mach. & Equip. - New	14,000																			
										9	2	3	0	0					PW - MO	Mach. & Equip. -Rep.	15,000																				
										9	2	4	0	0					PW - MO	Trucks - Rep.	95,000																				
										7	1	1	0	0					PW - MO	Outside Service		56,000																			
										6	0	2	0	0					PW - MO	Equip. Rep. & Maint.		104,000																			
										2	6	2	0	0					PW - MO	Rock	36,000																				

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):

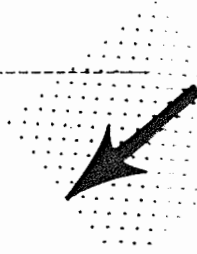
- To Provide: 1) Funding for culvert liner currently awaiting award account 71100, and
 2) Transfer funds to equip. rep. & maint. for an \$87,000 repair to recondition of the oil distributor and for approx. 17,000 add'l repair funds.

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):

[Signature]
 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: *Class 9 spreadsheet attached*



[Signature]
 Auditor's Office

[Signature]
 PRESIDING COMMISSIONER

[Signature]
 DISTRICT I COMMISSIONER

[Signature]
 DISTRICT II COMMISSIONER

NOV 26 2002

Purch

11/14/02

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

7641

Capital Railroad Contracting, Inc.

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

526-2002

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

#69-29OCT02

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 2040

Bill To Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
040	71100	Culvert Liner Installation	1	34,000	34,000.
<p>CLERK'S OFFICE</p> <p>*DO NOT UNSTAPLE THESE PAGES</p> <p>*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.</p>					

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

David M. ... 11/19/02
Requesting Official

Auditor Approval

CONTRACT AGREEMENT FORM

526-2002

NOV 18 2002

THIS AGREEMENT, made and entered into by and between the **Boone County Commission of Columbia, Missouri**, (hereinafter referred to as the Owner), and **Capital Railroad Contracting, 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/her own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal contractors bid response as follows:

BID #69-29OCT02 – CULVERT LINER INSTALLATION

Base Bid

\$34,000.00

Boone County Missouri

and agrees to perform all the work required by the Contract as shown in the specifications.

The following Contract documents and all addenda (if applicable), 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. Introduction & General Conditions of Bidding,
2. Primary Specifications,
3. Response Content,
4. Response Form,
6. Prevailing Wage
7. Insurance Requirements,
8. Standard Terms and Conditions, and
9. any applicable Addenda.

The Contractor further agrees that he/she 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/her information was secured by personal investigation and research and not from any estimates of the Owner; and that he/she 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 proposal 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 of 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 agents 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 workmen 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 Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman 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 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/she will comply with all federal and state laws and regulations and local 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/her 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. Also, that he/she 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/her hereunder; and that he/she has not, in estimating the Contract price demand by him/her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him/her hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor 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 of

Thirty Four Thousand and 00/100 (\$34,000.00)

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

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 12/10/2002 at Columbia, Missouri.
(Date)

CONTRACTOR:

OWNER:
COUNTY, MISSOURI

By: John Mussen
Authorized Representative

By: Don Stamper
Don Stamper, Presiding Commissioner

By: [Signature] President
Signature Title

ATTEST:

Approved as to Legal Form:

Wendy J. Noren
Wendy Noren, County Clerk

[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 if the terms of this contract do not result in a measurable county obligation at this time.)

June C. Pitchford
Signature dyse

11/27/02
Date

2040-71100 - \$34,000.00

Appropriation Account

NOTICE TO PROCEED

DATE: January 31, 2003

TO: Capital Railroad Contracting, Inc.

ADDRESS: 8500 E. Trade Center Drive
Columbia, MO 65201

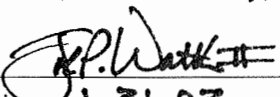
PROJECT: Bid Number 69 – 29 OCT 02
Culvert Liner Installation

You are hereby notified that the Notice to Proceed is effective as of **February 3, 2003**. You may start performing your obligations under the Contract Documents as of this date, weather depending.

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.

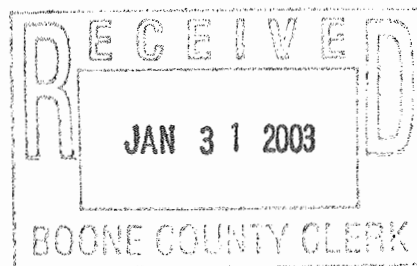
A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: 
Date: 1-31-03

John P. Watkins II
Project Development Manager

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





MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of BOONE, State of MISSOURI, personally came and appeared (name and title) JOHN MASSEY - PRESIDENT of the (name of company) CAPITAL RAILROAD CONTRACTING, INC. (a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Revised Statutes of Missouri, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied. There has been no exception to the full and complete compliance with said provisions and requirements with Annual Wage Order No. 9 Section 010 issued by the Division of Labor Standards (name of project) 69-290CT02 - CULVERT LINER INSTALLATION located at (name of institution) PEABODY ROAD, BOONE in BOONE County, Missouri, and completed on the 25th day of JUNE, 2003.

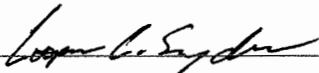
[Signature]
Signature

Subscribed and sworn to me this 25th day of JUNE, 2003
My commission expires 7-28-2003

Notary Public [Signature]

WAIVER OF MECHANIC'S LIEN

TO: CENTRAL CONCRETE COMPANY DATE: 06-25-2003. THE
UNDERSIGNED, CAPITAL RAILROAD CONTRACTING, INC., HAVING BEEN
EMPLOYED BY THE COUNTY of BOONE, AS A CONTRACTOR AND/OR
SUPPLIER IN THE CONSTRUCTION OF, CULVERT RELINING ON PEABODY
ROAD, COLUMBIA, MO.. FOR AND IN CONSIDERATION OF THE SUM OF ONE
DOLLAR (1) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT
WHEREOF IS ACKNOWLEDGED AND DO HEREBY WAIVE AND RELEASE
ANY AND ALL LIENS, CLAIMS OR RIGHTS TO ANY LIENS ON SAID ABOVE
DESCRIBED BUILDING AND PREMISES, UNDER THE STATUTES OF THE
STATE OF MISSOURI RELATING TO MECHANIC'S LIENS, ON ACCOUNT OF
LABOR OR MATERIALS, OR BOTH, FURNISHED FOR SAID BUILDING AND
PREMISES BY THE UNDERSIGNED TO OR ON ACCOUNT OF THE SAID
CAPITAL RAILROAD CONTRACTING, INC. AND THE COUNTY of BOONE.

Signed: 
Inv. #: 24485
Supplier

PLEASE SIGN & FAX TO:

CAPITAL RAILROAD CONTRACTING, INC.
COLUMBIA, MO.
PHONE: 573-474-3588
FAX: 573-474-3599

WAIVER OF MECHANIC'S LIEN

TO: NATIONAL WATERWORKS DATE: 06-25-2003. THE UNDERSIGNED, CAPITAL RAILROAD CONTRACTING, INC., HAVING BEEN EMPLOYED BY THE COUNTY of BOONE, AS A CONTRACTOR AND/OR SUPPLIER IN THE CONSTRUCTION OF, CULVERT RELINING ON PEABODY ROAD, COLUMBIA, MO.. FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (1) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS ACKNOWLEDGED AND DO HEREBY WAIVE AND RELEASE ANY AND ALL LIENS, CLAIMS OR RIGHTS TO ANY LIENS ON SAID ABOVE DESCRIBED BUILDING AND PREMISES, UNDER THE STATUTES OF THE STATE OF MISSOURI RELATING TO MECHANIC'S LIENS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED FOR SAID BUILDING AND PREMISES BY THE UNDERSIGNED TO OR ON ACCOUNT OF THE SAID CAPITAL RAILROAD CONTRACTING, INC. AND THE COUNTY of BOONE.

Signed: _____

Cindy Carpenter

Supplier

PLEASE SIGN & FAX TO:

CAPITAL RAILROAD CONTRACTING, INC.
COLUMBIA, MO.
PHONE: 573-474-3588
FAX: 573-474-3599

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

10th

day of

December

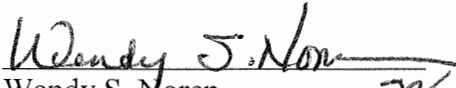
20 02


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

Now on this day, the County Commission of the County of Boone does hereby award bid 74-12NOV02 for the Georgetown Subdivision Storm Drainage Improvements Project to Lehman Construction of California, MO. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 10th day of December, 2002.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

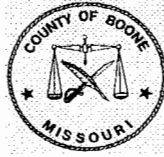

Don Stamper
Presiding Commissioner


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

527-2002

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway
RE: 74-12NOV02 – Georgetown Subdivision Storm Drainage
Improvements
DATE: December 4, 2002

The Public Works department and I have reviewed the responses received for the above referenced bid. We recommend award to Lehman Construction for having the lowest and best bid meeting our minimum specifications. The department contacted references for Lehman Construction since this is the first time the County has done business with this firm and received positive feedback on their quality of work. Total contract award is \$144,049.00 to be paid from organization 2045 account 71100.

The bid tabulation is attached.

Bid Tabulation
74-21NOV02 - Georgetown Strom Drainage
Improvements

				Twehous Excavating		J. C. Industries, Inc.		Lehman Construction	
Item #	Bid Item Description	Units	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total
Millbrook Drive Box Culvert Addition									
1	Traffic Control	LS	1	\$5,800.00	\$5,800.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
2	Split Rail Fence Removal	LF	160	\$2.75	\$440.00	\$4.00	\$640.00	\$2.00	\$320.00
3	Split Rail Fence Replacement	LF	160	\$8.50	\$1,360.00	\$10.00	\$1,600.00	\$2.00	\$320.00
4	New Split Rail Fence to Match Existing	LF	127	\$10.00	\$1,270.00	\$20.00	\$2,540.00	\$6.00	\$762.00
5	Clearing, Stripping, Removals	LS	1	\$7,800.00	\$7,800.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00
6	Excavate Unsuitable Material	CY	195	\$7.45	\$1,452.75	\$10.00	\$1,950.00	\$7.00	\$1,365.00
7	Excavate Haul Off	CY	755	\$7.35	\$5,549.25	\$10.00	\$7,550.00	\$3.00	\$2,265.00
8	Excavate Rock	CY	30	\$65.00	\$1,950.00	\$150.00	\$4,500.00	\$100.00	\$3,000.00
9	12" Compacted Granular Fill	CY	30	\$41.00	\$1,230.00	\$25.00	\$750.00	\$30.00	\$900.00
10	12' x 4' Concrete Box Culvert w/ Wing walls	LS	1	\$45,000.00	\$45,000.00	\$27,000.00	\$27,000.00	\$11,000.00	\$11,000.00
11	4" Type 1 Aggregate Base	SY	135	\$5.00	\$675.00	\$3.00	\$405.00	\$5.00	\$675.00
12	32' Wide Concrete Pavement w/	SY	125	\$81.00	\$10,125.00	\$45.50	\$5,687.50	\$35.00	\$4,375.00
13	Block Retaining Wall	SF	336	\$24.00	\$8,064.00	\$25.70	\$8,635.20	\$20.00	\$6,720.00
14	Guard Rail Replacement	LF	30	\$40.00	\$1,200.00	\$60.50	\$1,815.00	\$30.00	\$900.00
15	Guard Rail Extension	LF	14	\$40.00	\$560.00	\$59.50	\$833.00	\$50.00	\$700.00
16	Seed and Muich	LS	1	\$2,700.00	\$2,700.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
			Total		\$95,176.00		\$69,905.70		\$42,302.00
Georgetown Drive Energy Dissipater									
1	Traffic Control	LS	1	\$550.00	\$550.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
2	Clearing, Stripping, Removals	LS	1	\$1,700.00	\$1,700.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
3	Excavate Haul Off	CY	100	\$16.00	\$1,600.00	\$10.00	\$1,000.00	\$5.00	\$500.00
4	3" Minus Aggregate Fill	CY	60	\$50.00	\$3,000.00	\$25.00	\$1,500.00	\$20.00	\$1,200.00
5	Concrete Energy Dissipaters	EA	3	\$700.00	\$2,100.00	\$800.00	\$2,400.00	\$210.00	\$630.00
6	18" Rip Rap	SY	23	\$54.00	\$1,242.00	\$25.00	\$575.00	\$30.00	\$690.00
7	12" Rip Rap	SY	32	\$32.00	\$1,024.00	\$24.00	\$768.00	\$30.00	\$960.00
8	Seed and Mulch	LS	1	\$650.00	\$650.00	\$500.00	\$500.00	\$700.00	\$700.00
9	Geotextile Fabric	SY	38	\$3.00	\$114.00	\$2.50	\$95.00	\$6.00	\$228.00
			Total		\$11,980.00		\$11,838.00		\$8,908.00
Millbrook Drive Storm Sewer Improvements									
1	Traffic Control	LS	1	\$3,300.00	\$3,300.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
2	Clearing, Stripping, Removals	LS	1	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00

Bid Tabulation
74-21NOV02 - Georgetown Storm Drainage
Improvements

				Twehous Excavating		J. C. Industries, Inc.		Lehman Construction	
3	Concrete Headwall	EA	1	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00
4	30" RCP	LF	72	\$81.00	\$5,832.00	\$61.35	\$4,417.20	\$55.00	\$3,960.00
5	24" RCP	LF	34	\$75.00	\$2,550.00	\$55.00	\$1,870.00	\$50.00	\$1,700.00
6	Compacted Granular Backfill	LF	106	\$21.00	\$2,226.00	\$10.00	\$1,060.00	\$16.00	\$1,696.00
7	Type M Inlet	EA	2	\$3,300.00	\$6,600.00	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00
9	32' Wide Concrete Pavement w/ intergral curb & gutter	SY	205	\$60.00	\$12,300.00	\$45.50	\$9,327.50	\$35.00	\$7,175.00
10	Driveway Replacement	EA	1	\$900.00	\$900.00	\$500.00	\$500.00	\$900.00	\$900.00
11	Concrete End Section	EA	1	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
12	3" Minus Aggregate Fill	CY	100	\$41.00	\$4,100.00	\$25.00	\$2,500.00	\$5.00	\$500.00
13	Concrete Energy Dissipaters	EA	3	\$700.00	\$2,100.00	\$800.00	\$2,400.00	\$210.00	\$630.00
14	18" Rip Rap	SY	19	\$46.00	\$874.00	\$25.00	\$475.00	\$30.00	\$570.00
15	12" Rip Rap	SY	40	\$25.00	\$1,000.00	\$24.00	\$960.00	\$30.00	\$1,200.00
16	Geo Textile Fabric	SY	59	\$3.00	\$177.00	\$2.50	\$147.50	\$4.00	\$236.00
17	Seed and Mulch	LS	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
18	Remove 16" Locust Tree	EA	2	\$750.00	\$1,500.00	\$150.00	\$300.00	\$100.00	\$200.00
19	Slop Stabilization	SY	160	\$4.00	\$640.00	\$5.00	\$800.00	\$6.00	\$960.00
Total					\$62,499.00		\$37,757.20		\$32,527.00
Georgetown Drive Storm Sewer Improvements									
1	Traffic Control	LS	1	\$3,300.00	\$3,300.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
2	Clearing, Stripping, Removals	LS	1	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
3	Berm-Grading & Compaction	SY	200	\$8.00	\$1,600.00	\$5.00	\$1,000.00	\$10.00	\$2,000.00
4	Excavate Haul Off	CY	120	\$7.00	\$840.00	\$10.00	\$1,200.00	\$4.00	\$480.00
5	Compacted fill	CY	200	\$9.00	\$1,800.00	\$10.00	\$2,000.00	\$5.00	\$1,000.00
6	Concrete Energy Dissipaters	EA	5	\$700.00	\$3,500.00	\$800.00	\$4,000.00	\$210.00	\$1,050.00
7	6' x 4' Side Opening Inlet	EA	1	\$4,100.00	\$4,100.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
8	Precast 6' x 3' Side Opening Inlet	EA	1	\$4,100.00	\$4,100.00	\$2,400.00	\$2,400.00	\$1,800.00	\$1,800.00
9	Remove Existing 42" x 66" CMAP	LF	104	\$21.00	\$2,184.00	\$10.00	\$1,040.00	\$10.00	\$1,040.00
10	New 42" x 66" CMAP	LF	273	\$150.00	\$40,950.00	\$135.00	\$36,855.00	\$100.00	\$27,300.00
11	8' x 3' Type M Inlet	EA	2	\$4,200.00	\$8,400.00	\$2,800.00	\$5,600.00	\$3,390.00	\$6,780.00
12	Pavement & Curb Replacement	SY	60	\$60.00	\$3,600.00	\$45.50	\$2,730.00	\$40.00	\$2,400.00
13	Remove Existing CMAP Flared End Section	EA	2	\$210.00	\$420.00	\$50.00	\$100.00	\$50.00	\$100.00
14	New 42" x 66" CMAP Flared End Section	EA	1	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00

Bid Tabulation
74-21NOV02 - Georgetown Storm Drainage
Improvements

			Twehous Excavating		J. C. Industries, Inc.		Lehman Construction		
15	Misc. (Select 3" Minus Fill)	CY	50	\$48.00	\$2,400.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00
16	Paved Side Slopes	SY	30	\$56.00	\$1,680.00	\$40.00	\$1,200.00	\$40.00	\$1,200.00
17	18" Rip Rap	SY	25	\$38.00	\$950.00	\$25.00	\$625.00	\$30.00	\$750.00
18	12" Rip Rap	SY	50	\$30.00	\$1,500.00	\$24.00	\$1,200.00	\$30.00	\$1,500.00
19	Geotextile Fabric	SY	61	\$3.00	\$183.00	\$2.50	\$152.50	\$4.00	\$244.00
20	Encase Sanitary Sewer	LF	40	\$70.00	\$2,800.00	\$40.00	\$1,600.00	\$40.00	\$1,600.00
21	Remove 8" Pear Tree	EA	1	\$200.00	\$200.00	\$100.00	\$100.00	\$100.00	\$100.00
22	Remove 24" Oak Tree	EA	1	\$1,100.00	\$1,100.00	\$125.00	\$125.00	\$100.00	\$100.00
23	Remove 18" Oak Tree	EA	1	\$800.00	\$800.00	\$125.00	\$125.00	\$100.00	\$100.00
24	Remove 30" Oak Tree	EA	1	\$2,000.00	\$2,000.00	\$250.00	\$250.00	\$200.00	\$200.00
25	Remove and Replace Chain Link Fence	LF	321	\$15.00	\$4,815.00	\$12.00	\$3,852.00	\$8.00	\$2,568.00
26	Seed and Mulch	LS	1	\$5,400.00	\$5,400.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
			Total		\$106,622.00		\$76,604.50		\$60,312.00
GRAND TOTAL					\$276,277.00		\$196,105.40		\$144,049.00

5.2.	Addendum Acknow	YES	YES	YES
	Addendum One	YES	YES	YES
	Addendum Two	YES	YES	YES
3.1	Completion of Bidd	YES	YES	YES
6.1	Anti Collusion Stat	YES	YES	YES
7.1.	Signature and Ident	YES	YES	YES
8.1	Bidder's Acknowled	YES	YES	YES
	DBE Requirements	YES	YES	YES
	Bid Bond	YES	YES	YES

Bid Tabulation
74-21NOV02 - Georgetown Strom Drainage
Improvements

				Don Schnieders Excavating, Inc.		APLEX, INC.		Emery Sapp and Sons		Columbia Curb & Gutter	
Item #	Bid Item Description	Units	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Millbrook Drive Box Culvert Addition											
1	Traffic Control	LS	1	\$3,100.00	\$3,100.00	\$4,800.00	\$4,800.00	\$1,500.00	\$1,500.00	\$4,100.00	\$4,100.00
2	Split Rail Fence Removal	LF	160	\$5.00	\$800.00	\$3.00	\$480.00	\$3.50	\$560.00	\$3.00	\$480.00
3	Split Rail Fence Replacement	LF	160	\$19.30	\$3,088.00	\$6.00	\$960.00	\$10.00	\$1,600.00	\$10.00	\$1,600.00
4	New Split Rail Fence to Match Existing	LF	127	\$34.00	\$4,318.00	\$9.00	\$1,143.00	\$20.00	\$2,540.00	\$10.00	\$1,270.00
5	Clearing, Stripping, Removals	LS	1	\$3,290.00	\$3,290.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00
6	Excavate Unsuitable Material	CY	195	\$23.10	\$4,504.50	\$15.00	\$2,925.00	\$10.00	\$1,950.00	\$20.00	\$3,900.00
7	Excavate Haul Off	CY	755	\$14.60	\$11,023.00	\$10.00	\$7,550.00	\$4.50	\$3,397.50	\$10.00	\$7,550.00
8	Excavate Rock	CY	30	\$150.00	\$4,500.00	\$100.00	\$3,000.00	\$80.00	\$2,400.00	\$30.00	\$900.00
9	12" Compacted Granular Fill	CY	30	\$38.80	\$1,164.00	\$30.00	\$900.00	\$35.00	\$1,050.00	\$30.00	\$900.00
10	12' x 4' Concrete Box Culvert w/ Wing walls	LS	1	\$23,670.00	\$23,670.00	\$19,000.00	\$19,000.00	\$44,000.00	\$44,000.00	\$33,240.00	\$33,240.00
11	4" Type 1 Aggregate Base	SY	135	\$9.00	\$1,215.00	\$10.00	\$1,350.00	\$6.00	\$810.00	\$10.00	\$1,350.00
12	32' Wide Concrete Pavement w/	SY	125	\$69.20	\$8,650.00	\$50.00	\$6,250.00	\$44.00	\$5,500.00	\$52.80	\$6,600.00
13	Block Retaining Wall	SF	336	\$24.00	\$8,064.00	\$24.00	\$8,064.00	\$28.00	\$9,408.00	\$22.70	\$7,627.20
14	Guard Rail Replacement	LF	30	\$40.00	\$1,200.00	\$30.00	\$900.00	\$65.00	\$1,950.00	\$60.50	\$1,815.00
15	Guard Rail Extension	LF	14	\$40.00	\$560.00	\$50.00	\$700.00	\$65.00	\$910.00	\$59.40	\$831.60
16	Seed and Mulch	LS	1	\$2,250.00	\$2,250.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$2,250.00	\$2,250.00
Total					\$81,396.50		\$66,022.00		\$89,075.50		\$78,413.80
Georgetown Drive Energy Dissipater											
1	Traffic Control	LS	1	\$650.00	\$650.00	\$1,000.00	\$1,000.00	\$450.00	\$450.00	\$900.00	\$900.00
2	Clearing, Stripping, Removals	LS	1	\$1,190.00	\$1,190.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$1,990.00	\$1,990.00
3	Excavate Haul Off	CY	100	\$21.40	\$2,140.00	\$25.00	\$2,500.00	\$4.50	\$450.00	\$30.00	\$3,000.00
4	3" Minus Aggregate Fill	CY	60	\$37.70	\$2,262.00	\$25.00	\$1,500.00	\$15.00	\$900.00	\$30.00	\$1,800.00
5	Concrete Energy Dissipaters	EA	3	\$695.00	\$2,085.00	\$750.00	\$2,250.00	\$900.00	\$2,700.00	\$500.00	\$1,500.00
6	18" Rip Rap	SY	23	\$73.00	\$1,679.00	\$60.00	\$1,380.00	\$55.00	\$1,265.00	\$40.00	\$920.00
7	12: Rip Rap	SY	32	\$77.00	\$2,464.00	\$50.00	\$1,600.00	\$55.00	\$1,760.00	\$40.00	\$1,280.00
8	Seed and Mulch	LS	1	\$2,250.00	\$2,250.00	\$1,750.00	\$1,750.00	\$1,500.00	\$1,500.00	\$1,290.00	\$1,290.00
9	Geotextile Fabric	SY	38	\$3.50	\$133.00	\$10.00	\$380.00	\$3.75	\$142.50	\$5.00	\$190.00
Total					\$14,853.00		\$15,360.00		\$13,167.50		\$12,870.00
Millbrook Drive Storm Sewer Improvements											
1	Traffic Control	LS	1	\$1,940.00	\$1,940.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
2	Clearing, Stripping, Removals	LS	1	\$2,600.00	\$2,600.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00

Bid Tabulation
74-21NOV02 - Georgetown Strom Drainage
Improvements

				Don Schnieders Excavating, Inc.		APLEX, INC.		Emery Sapp and Sons		Columbia Curb & Gutter	
3	Concrete Headwall	EA	1	\$3,200.00	\$3,200.00	\$1,600.00	\$1,600.00	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00
4	30" RCP	LF	72	\$76.50	\$5,508.00	\$69.00	\$4,968.00	\$60.00	\$4,320.00	\$50.00	\$3,600.00
5	24" RCP	LF	34	\$71.00	\$2,414.00	\$68.00	\$2,312.00	\$50.00	\$1,700.00	\$43.50	\$1,479.00
6	Compacted Granular Backfill	LF	106	\$32.80	\$3,476.80	\$8.50	\$901.00	\$15.00	\$1,590.00	\$4.00	\$424.00
7	Type M Inlet	EA	2	\$2,270.00	\$4,540.00	\$2,000.00	\$4,000.00	\$3,100.00	\$6,200.00	\$2,600.00	\$5,200.00
9	32' Wide Concrete Pavement w/ intergral curb & gutter	SY	205	\$46.70	\$9,573.50	\$50.00	\$10,250.00	\$44.00	\$9,020.00	\$52.80	\$10,824.00
10	Driveway Replacement	EA	1	\$415.00	\$415.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
11	Concrete End Section	EA	1	\$3,940.00	\$3,940.00	\$1,550.00	\$1,550.00	\$2,750.00	\$2,750.00	\$2,200.00	\$2,200.00
12	3" Minus Aggregate Fill	CY	100	\$36.50	\$3,650.00	\$25.00	\$2,500.00	\$15.00	\$1,500.00	\$30.00	\$3,000.00
13	Concrete Energy Dissipaters	EA	3	\$690.00	\$2,070.00	\$750.00	\$2,250.00	\$900.00	\$2,700.00	\$700.00	\$2,100.00
14	18" Rip Rap	SY	19	\$87.00	\$1,653.00	\$60.00	\$1,140.00	\$55.00	\$1,045.00	\$40.00	\$760.00
15	12" Rip Rap	SY	40	\$85.00	\$3,400.00	\$50.00	\$2,000.00	\$55.00	\$2,200.00	\$38.00	\$1,520.00
16	Geo Textile Fabric	SY	59	\$3.50	\$206.50	\$10.00	\$590.00	\$3.75	\$221.25	\$5.00	\$295.00
17	Seed and Mulch	LS	1	\$2,250.00	\$2,250.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,250.00	\$2,250.00
18	Remove 16" Locust Tree	EA	2	\$1,015.00	\$2,030.00	\$500.00	\$1,000.00	\$725.00	\$1,450.00	\$660.00	\$1,320.00
19	Slop Stabilization	SY	160	\$4.50	\$720.00	\$5.00	\$800.00	\$5.00	\$800.00	\$4.50	\$720.00
Total					\$53,586.80		\$45,061.00		\$48,696.25		\$44,292.00
Georgetown Drive Storm Sewer Improvements											
1	Traffic Control	LS	1	\$980.00	\$980.00	\$3,600.00	\$3,600.00	\$750.00	\$750.00	\$1,800.00	\$1,800.00
2	Clearing, Stripping, Removals	LS	1	\$2,170.00	\$2,170.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$4,900.00	\$4,900.00
3	Berm-Grading & Compaction	SY	200	\$10.20	\$2,040.00	\$20.00	\$4,000.00	\$5.25	\$1,050.00	\$15.00	\$3,000.00
4	Excavate Haul Off	CY	120	\$20.30	\$2,436.00	\$15.00	\$1,800.00	\$4.50	\$540.00	\$30.00	\$3,600.00
5	Compacted fill	CY	200	\$40.50	\$8,100.00	\$10.00	\$2,000.00	\$1.50	\$300.00	\$30.00	\$6,000.00
6	Concrete Energy Dissipaters	EA	5	\$660.00	\$3,300.00	\$750.00	\$3,750.00	\$900.00	\$4,500.00	\$700.00	\$3,500.00
7	6' x 4' Side Opening Inlet	EA	1	\$2,415.00	\$2,415.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
8	Precast 6' x 3' Side Opening Inlet	EA	1	\$2,230.00	\$2,230.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00
9	Remove Existing 42" x 66" CMAP	LF	104	\$17.00	\$1,768.00	\$5.00	\$520.00	\$20.00	\$2,080.00	\$7.40	\$769.60
10	New 42" x 66" CMAP	LF	273	\$127.00	\$34,671.00	\$170.00	\$46,410.00	\$125.00	\$34,125.00	\$118.70	\$32,405.10
11	8' x 3' Type M Inlet	EA	2	\$1,950.00	\$3,900.00	\$3,000.00	\$6,000.00	\$3,200.00	\$6,400.00	\$2,690.00	\$5,380.00
12	Pavement & Curb Replacement	SY	60	\$63.10	\$3,786.00	\$50.00	\$3,000.00	\$44.00	\$2,640.00	\$62.10	\$3,726.00
13	Remove Existing CmAP Flared End Section	EA	2	\$235.00	\$470.00	\$250.00	\$500.00	\$125.00	\$250.00	\$300.00	\$600.00
14	New 42" x 66" CMAP Flared End Section	EA	1	\$1,350.00	\$1,350.00	\$1,300.00	\$1,300.00	\$2,500.00	\$2,500.00	\$1,047.80	\$1,047.80

Bid Tabulation
74-21NOV02 - Georgetown Strom Drainage
Improvements

			Don Schnieders Excavating, Inc.		APLEX, INC.		Emery Sapp and Sons		Columbia Curb & Gutter		
15	Misc. (Select 3" Minus Fill)	CY	50	\$35.00	\$1,750.00	\$25.00	\$1,250.00	\$15.00	\$750.00	\$30.00	\$1,500.00
16	Paved Side Slopes	SY	30	\$100.00	\$3,000.00	\$35.00	\$1,050.00	\$150.00	\$4,500.00	\$65.00	\$1,950.00
17	18" Rip Rap	SY	25	\$83.00	\$2,075.00	\$60.00	\$1,500.00	\$55.00	\$1,375.00	\$50.00	\$1,250.00
18	12" Rip Rap	SY	50	\$81.00	\$4,050.00	\$50.00	\$2,500.00	\$55.00	\$2,750.00	\$40.00	\$2,000.00
19	Geotextile Fabric	SY	61	\$3.50	\$213.50	\$10.00	\$610.00	\$3.75	\$228.75	\$5.00	\$305.00
20	Encase Sanitary Sewer	LF	40	\$21.70	\$868.00	\$110.00	\$4,400.00	\$60.00	\$2,400.00	\$50.00	\$2,000.00
21	Remove 8" Pear Tree	EA	1	\$420.00	\$420.00	\$100.00	\$100.00	\$225.00	\$225.00	\$200.00	\$200.00
22	Remove 24" Oak Tree	EA	1	\$970.00	\$970.00	\$400.00	\$400.00	\$625.00	\$625.00	\$1,200.00	\$1,200.00
23	Remove 18" Oak Tree	EA	1	\$420.00	\$420.00	\$300.00	\$300.00	\$625.00	\$625.00	\$300.00	\$300.00
24	Remove 30" Oak Tree	EA	1	\$1,940.00	\$1,940.00	\$500.00	\$500.00	\$650.00	\$650.00	\$1,200.00	\$1,200.00
25	Remove and Replace Chain Link Fence	LF	321	\$8.00	\$2,568.00	\$10.00	\$3,210.00	\$12.00	\$3,852.00	\$20.00	\$6,420.00
26	Seed and Mulch	LS	1	\$2,250.00	\$2,250.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$2,250.00	\$2,250.00
			Total	\$90,140.50	\$90,140.50	\$98,500.00	\$98,500.00	\$84,615.75	\$84,615.75	\$91,503.50	\$91,503.50

GRAND TOTAL **\$239,976.80** **\$224,943.00** **\$235,555.00** **\$227,079.30**

5.2.	Addendum Acknowledgment	YES	YES	YES	YES
	Addendum One	YES	YES	YES	YES
	Addendum Two	YES	YES	YES	YES
3.1	Completion of Bidder's Qualifications	YES	YES	YES	YES
6.1	Anti Collusion Statement	YES	YES	YES	YES
7.1.	Signature and Identity of Bidder	YES	YES	YES	YES
8.1	Bidder's Acknowledgment	YES	YES	YES	YES
	DBE Requirements	YES	YES	YES	YES
	Bid Bond	YES	YES	YES	YES

527-2002

DEC 04 2002

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 Lehman Construction, LLC (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the 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 74-12NOV02
Georgetown Subdivision Storm Drainage Improvements
PROJECT NO. 9710
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. DBE Requirements/Attachment 4 Bid Submittal
19. Boone County Standard Terms and Conditions
20. 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:

One hundred Forty-four thousand, Forty-Nine dollars (\$144,049.00)

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 12-10-02 at
Columbia, Missouri.
(Date)

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Don Stamer, Presiding Commissioner

ATTEST:

[Signature]
Wendy Noyen, County Clerk

CONTRACTOR: LEHMAN CONSTRUCTION

By: [Signature]
Authorized Representative Signature

By: Kenny Lehman
Authorized Representative Printed Name

Title: Vice President

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 of this contract is not required if the terms of the contract do not result in a measurable county obligation at this time.)

2045-71100 - \$144,049.00

[Signature]
Signature

12/5/02
Date

Appropriation Account

527-2002

NOTICE TO PROCEED

DATE: December 23, 2002

TO: Lehman Construction, LLC.

ADDRESS: 701 Pamela Street
California, MO 65018

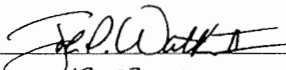
PROJECT: Bid Number 74 – 21 NOV 02
Georgetown Subdivision Storm Drainage Improvements

You are hereby notified that the Contract Time under the above contract will commence on **December 30, 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 **90** 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: 
Date: 12-23-02

John P. Watkins II
Project Development Manager

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

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

December Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 10th day of December 20 02

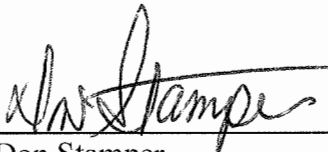
the following, among other proceedings, were had, viz:

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
1251-48050: Sheriff – Cellular Phones	\$3,000.00	
1251-49000: Sheriff – Gasoline	\$1,500.00	
1251-59105: Sheriff – Tires	\$1,500.00	
1251-91301: Sheriff – Computer Hardware		\$6,000.00

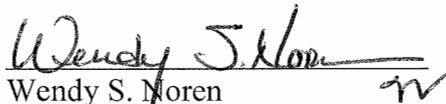
Said budget revision is for the purchase of two laptop computer for the School Resource Officers.

Done this 10th day of December, 2002.

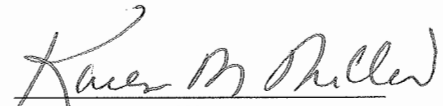


Don Stamper
Presiding Commissioner

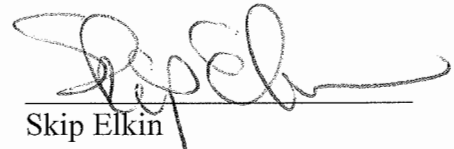
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

NOV 26 2002

BOONE COUNTY, MISSOURI

11-26-02

EFFECTIVE DATE

FOR AUDITORS USE

528-2002

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Transfer From	Transfer To
											Decrease	Increase
1	2	5	1	4	8	0	5	0	Sheriff's	Cellular Phones	3000.00	
1	2	5	1	5	9	0	0	0		Gasoline	1500.00	
1	2	5	1	5	9	1	0	5		Tires	1500.00	
1	2	5	1	9	1	3	0	1		Computer Hardware		6000.00

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): See Attached memo

*Purchase 2 laptop Computers for School Resource Officers.
laptop computers - schResourceOff*

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):

[Signature]
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:

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BOONE COUNTY SHERIFF'S DEPARTMENT
INTER-OFFICE MEMORANDUM

NOV 26 2002

DATE: November 26, 2002

TO: Commissioners Stamper, Miller and Elkin
Auditor June Pitchford

FROM: Capt. Beverly Braun, Sheriff Ted Boehm

SUBJECT: School Resource Officers needs

We have met with all of our principals at Cedar Ridge Elem., Harrisburg Elem, Jr. High and High Schools, Midway Elem., Two Mile Prairie and Rock Bridge Elem. in preparation for starting the School Resource Program January 2, 2003. We have found that workspace, (office space) in the schools is going to be minimal, if not nonexistent. I am requesting that the department purchase a laptop computer for each of the officers to work with. This will allow them to dial in and do their reports. The officers will be doing reports on students which will have to be kept confidential, in addition, the officers will have to be involved in assisting the principals with safety policies, writing police reports, providing training and information for faculty, staff and students, etc. that will be much easier if they are issued a laptop to do their reports. The training classes could be handled much easier with power point presentations for the staff and students.

I am attaching a budget revision to move money to class 91301 – computer hardware to purchase 2 lap top computers.

I have checked with the IT Department and it appears that we can get a laptop with the software capabilities for approx. \$3000. per computer.

2002 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
Sheriff										
1251-91300	camera - mobile video - (1) (Sobriety Checkpoint Grant)	5,000			5,000			6-25-02	3,795	1,205
1251-91300	handgun - (1) (for additional deputy)	400			400			6-7-02	392	8
1251-91300	shotgun - (1) (for additional deputy)	450			450			4-24-02	395	55
1251-91300	radio - mobile - (1) (for additional deputy)	2,200			2,200			2-21-02	2,198	2
1251-91300	radio - portable - (1) (for additional deputy) 12/4/02 Per Beverly Braun, this item was purchased with Block Grant funds.	750			750					750
1251-91300	camera - mobile video - (1) (for additional deputy)	4,800			4,800			6-25-02	3,795	1,005
1251-91300	radar unit - (1) (HMV Operation Slowdown Grant) (added 3-22-02) (Per Sheriff's Dept, any cost > \$800 budget will come from savings in this account.)		3-22-2002	800	800			5-10-01	1,595	(795)
1251-91300	Budget Revision moving funds to 1251-92300 and 1251-60250		6-11-2002	(561)	(561)					(561)
1251-91300	Budget Revision moving funds to 1251-92400		12-4-2002	(1,669)	(1,669)					(1,669)
	Total	<u>13,600</u>		<u>(1,430)</u>	<u>12,170</u>		<u>0</u>		<u>12,170</u>	<u>0</u>
1251-91301	Budget Revision moving funds from 1251-48050, 59000, 59105		12-4-2002	6,000	6,000					6,000
1251-91301	computer - laptop - (2) - for School Resource Officers									0
	Total	<u>0</u>		<u>6,000</u>	<u>6,000</u>		<u>0</u>		<u>0</u>	<u>6,000</u>
1251-91400	vehicle - (1) (for additional deputy)	22,800			22,800			3-21-02	20,228	2,572
1251-91400	Budget Revision moving funds to 1251-92400		12-4-2002	(2,572)	(2,572)					(2,572)
	Total	<u>22,800</u>		<u>(2,572)</u>	<u>20,228</u>		<u>0</u>		<u>20,228</u>	<u>0</u>
1251-92300	amount needed in case of unplanned equipment failure	3,000			3,000					3,000
1251-92300	voice mail upgrade (added 4-30-02)							6-6-02	2,547	(2,547)
1251-92300	Budget Revision moving funds from 1251-91300		6-11-2002	456	456					456
1251-92300	base station radio for information center (added 6-11-02) 12/4/02 Per Beverly Braun, this item was charged to class 6.									
1251-92300	Budget Revision moving funds to 1251-92400		12-4-2002	(909)	(909)					(909)
	Total	<u>3,000</u>		<u>(453)</u>	<u>2,547</u>		<u>0</u>		<u>2,547</u>	<u>0</u>
1251-92400	vehicle - (5)	114,000			114,000			11-4, 12-2-02	99,395	14,605
1251-92400	Budget Revision moving funds to 1255-92300		6-24-2002	(4,385)	(4,385)					(4,385)
1251-92400	Budget Revision moving funds from 1251-91300, 91400, 92300		12-4-2002	5,150	5,150					5,150
1251-92400	vehicle - (1) - Ford Explorer (added 12-4-02) Split between 1251 & 2500.									0
	Total	<u>114,000</u>		<u>(4,385)</u>	<u>109,615</u>		<u>0</u>		<u>99,395</u>	<u>15,370</u>
	Total Sheriff	<u>153,400</u>		<u>(2,840)</u>	<u>150,560</u>		<u>0</u>		<u>134,340</u>	<u>21,370</u>

12/4/02

FY 2002
Budget Amendments/Revisions
Sheriff (1251)

Index #	Date Reqd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/22/02	3411 91300	Federal Grant Reimbursement Machinery & Equipment	800 800		Establish revenue & expenditure budget for purchase of radar unit and reimbursement from HMV grant.	Cost of radar unit = approx \$1600. Per Sheriff's Dept, any actual cost greater than \$800 budget will be covered by savings in acct 91300.
2	6/10/02	91300 92300 60250	Machinery & Equipment Replacement Machinery & Equip Equipment Installation Charges		456 105	561 Replace base station radio for information center.	Current radio is not functioning properly and can no longer be repaired.
3	6/20/02	1251-92400 1255-92300	Replacement Auto/Trucks Replacement Machinery & Equip	4,385	4,385	Replace washing machine.	Corrections inmate washing machine is broken and needs to be replaced.
4	8/21/02	48200 37000	Electricity Dues	1,050	1,050	Cover dues	
5	10/4/02	3411 10100 10200 10300 10325 10350 10375 10400 10500	Federal Grant Reimbursement Salary & Wages FICA Health Insurance Disability Insurance Life Insurance Dental Insurance Workers Compensation 401(A) Match	13,157 10,500 803 988 48 11 87 470 250		Establish budget for COPS in Schools Grant	2 Deputies from 11/1/02 to 12/31/02
6	10/22/02	59000 60200	Motorfuel/Gasoline Equip Repairs/Maintenance	4,200	4,200	Cover telephonic system repair	
7	11/12/02	91300 91400 92300 92400	Machinery & Equipment Auto/Trucks Replacement Machinery & Equip Replacement Auto/Truck		1,669 2,572 909 5,150	Purchase Ford Explorer (cost split between 1251 & 2500)	
8	11/26/02	48050 59000 59105 91301	Cellular Telephones Motorfuel/Gasoline Tires Computer Hardware	6,000	3,000 1,500 1,500	Purchase 2 laptop computers for School Resource Officers	Salary and benefits for School Resource Officers are funded by US Dept of Justice COPS in Schools grant. Equipment is not funded by this grant. Budget has been established in Dept 2532 Local Law Enforcement Grant FY02 to pay for some equipment for these officers.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

10th

day of

December

20 02

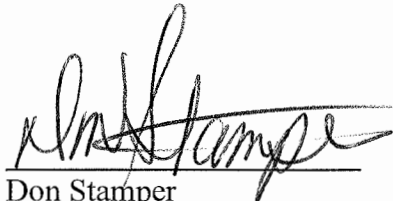
the following, among other proceedings, were had, viz:

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
1251-91300: Sheriff – Machinery and Equipment	\$1,669.00	
1251-91400: Sheriff – Auto/Trucks	\$2,572.00	
1251-92300: Sheriff – Replacement Machinery and Equipment	\$909.00	
1251-92400: Sheriff – Replacement Auto/Trucks		\$5,150.00

Said budget revision is for the purchase of a Ford Explorer.

Done this 10th day of December, 2002.



Don Stamper
Presiding Commissioner

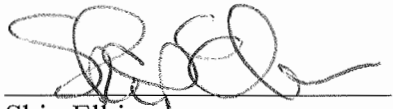
ATTEST:



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

11/6/02
EFFECTIVE DATE

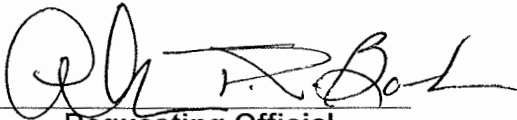
FOR AUDITORS USE
529-2002

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Transfer From	Transfer To
				Decrease	Increase
1251	91300	Sheriff's	Mach & Equip	1669.00	
1251	91400	"	Auto-trk	2572.00	
1251	92300	"	Repl Equip	909.00	
1251	92400	"	Repl. Auto trk		5150.00

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):

See attached memo / NONE purchase Ford Explorer
(cost split between 1251 and 2500)

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

NOV 12 2002

BOONE COUNTY SHERIFF'S DEPARTMENT

INTER-OFFICE COMMUNICATION

TO: June Pitchford
FROM: Ted Boehm 
DATE: 11/06/02 5:19 PM
SUBJECT: Vehicle Purchase

June, in our FY 2002 budget we have \$15,370.06 remaining in our class 9 budget. Most of this overage is in our vehicle and replacement vehicle accounts.

Because we only replaced 5 vehicles (normal rotation is 10) we would like to purchase a Ford Explorer for \$20,785.17. The remaining \$5,415.11 will be taken from forfeiture funds.

The Ford Explorer is on state contract #C103011001, when this process is complete we will forward the appropriate paperwork to Marlene in Purchasing for the contract/PO.

Thank you.

LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2003 MODEL YEAR
(Statewide)

Contract Number: C103011001

Contractor: Anderson Ford

Line Item 134 – Sport Utility Vehicle, 4 x 4, Four Door, Alternative Fuel
Commodity Service Code: 07007

MAKE/MODEL: Ford Explorer

PRICE: \$20,696.41

+ \$88.76
prep fee

EQUIPMENT INCLUDED IN PRICE

- 118.8" Wheelbase
- 4.0L V6 Engine (Gas/E-85) FFV
- 5,560 lbs. GVWR
- Automatic Transmission
- 130 AMP Alternator
- Maintenance Free Battery
- ABS Brakes, 4 Wheel
- Power Steering
- Air Conditioning
- 16" Tires
- Full Size Spare
- Power Windows and Door Locks

- Driver and Front Passenger Air Bags
- Carpeting Floor Covering w/Floor Mats
- Cloth Seats
- AM/FM Stereo w/Cassette/CD
- Fuel Capacity: 22.5 Gallon
- Power Outlets
- Dual Exterior Mirrors
- Intermittent Windshield Wiper
- Anti-Theft System
- Tilt Steering
- Speed Control

6 to 8 weeks
delivery

EPA Estimated Fuel Consumption with

Alternative Motor Fuel Act Included as Equipped:

Unadjusted Combined City/Hwy 26.74

AVAILABLE OPTIONS

Line Item 135 – \$395.00

Towing Package

Includes Receiver Hitch, Heavy Duty Engine Cooling, 4 Pin Wiring Harness

Line Item 140 – \$240.00

Special Service Police Package

DELIVERY: 120 Days ARO

WARRANTY: 3 yrs./36,000 miles

12/4/0

FY 2002
Budget Amendments/Revisions
Sheriff (1251)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/22/02	3411 91300	Federal Grant Reimbursement Machinery & Equipment	800 800		Establish revenue & expenditure budget for purchase of radar unit and reimbursement from HMV grant.	Cost of radar unit = approx \$1600. Per Sheriff's Dept, any actual cost greater than \$800 budget will be covered by savings in acct 91300.
2	6/10/02	91300 92300 60250	Machinery & Equipment Replacement Machinery & Equip Equipment Installation Charges		561 456 105	Replace base station radio for information center.	Current radio is not functioning properly and can no longer be repaired.
3	6/20/02	1251-92400 1255-92300	Replacement Auto/Trucks Replacement Machinery & Equip		4,385	Replace washing machine.	Corrections inmate washing machine is broken and needs to be replaced.
4	8/21/02	48200 37000	Electricity Dues		1,050	Cover dues	
5	10/4/02	3411 10100 10200 10300 10325 10350 10375 10400 10500	Federal Grant Reimbursement Salary & Wages FICA Health Insurance Disability Insurance Life Insurance Dental Insurance Workers Compensation 401(A) Match	13,157 10,500 803 988 48 11 87 470 250		Establish budget for COPS in Schools Grant	2 Deputies from 11/1/02 to 12/31/02
6	10/22/02	59000 60200	Motorfuel/Gasoline Equip Repairs/Maintenance		4,200	Cover telephone system repair	
7	11/12/02	91300 91400 92300 92400	Machinery & Equipment Auto/Trucks Replacement Machinery & Equip Replacement Auto/Truck		1,669 2,572 909 5,150	Purchase Ford Explorer (cost split between 1251 & 2500)	

From: June Pitchford
To: Karen Frederick
Date: 12/2/02 5:20PM
Subject: Fwd: Re: Ford Explorer Budget Revision

Karen,

I called Ted to confirm with him that he does NOT expect to need any other budget revisions between now and the end of the year. I advised him that you would finish this tomorrow and forward to Shawna. Is the budget revision for the SRO's laptops ready to go as well?

Better attach this e-mail with Ted's responses to the Budget Revision.

Thanks,
June

>>> Ted Boehm 12/02/02 04:56PM >>>
June,

Answers to your questions.

- 1) Replace a vehicle.
- 2) The Explorer would replace a 1995 Jeep.

High mileage and increasing maintenance cost on Jeep.

- 3) I sent this budget revision request to your office 11-11-02.
On 11-26-02, I sent a budget revision request to your office reference
lap tops for S.R.O.

I want to set this for 1st reading on 12-5-02.

Thanks,

Ted

>>> June Pitchford 12/02/02 03:59PM >>>

This is a second attempt to send this e-mail. I received a notification for the first message that it was undeliverable to Ted's e-mail address. If this is a duplication for you, please ignore.--JP

Ted,

A couple of questions relating to your budget revision request.

- 1) Are you requesting to replace an existing vehicle with a Ford Explorer or are you requesting an increase in the fleet size? (The coding on the budget revision is for replacement vehicles-- account # 92400-- which would indicate that you are planning to replace an existing vehicle. If so, this would bring the FY 02 replacement total to 6 vehicles rather than 5.)
- 2) Are you proposing to replace an existing pursuit vehicle with the Explorer or are you proposing to replace another vehicle (such as a Jeep) with the Explorer? Would you please provide me with a brief description of the need for the Explorer?
- 3) Are there any other budget needs in 1251 or 1255 that you think may require a budget revision between now and the end of the year? If so, we need to address those items at this time as well. I want to avoid doing a budget revision such as this and then later needing a budget revision from emergency.

Thanks,

June

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

10th

day of

December

20 02

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

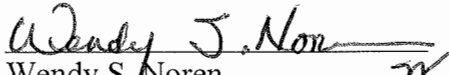
Now on this day, the County Commission of the County of Boone does hereby approve the job reclassification from Office Specialist (Range 15) to Deputy Recorder (Range 21) of two positions in the Recorder of Deeds Office per the recommendation from the Human Resources Department. Said reclassification shall have an effective date of September 26, 2002.

Done this 10th day of December, 2002.

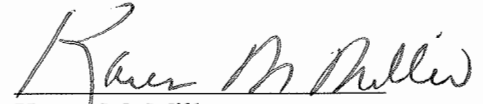


Don Stamper
Presiding Commissioner

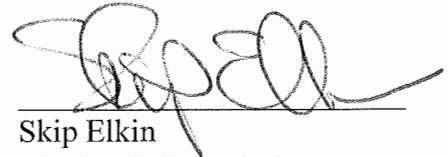
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Human Resources

BETTY DICKNEITE
Director
Human Resources



601 E. Walnut-2nd Floor
Columbia, MO 65201
(573) 886-4395

530-200Z

MEMORANDUM

TO: Don Stamper, Presiding Commissioner
June Pitchford, Auditor
Bettie Johnson, Recorder
Ted Boehm, Sheriff
David Mink, Director – Public Works

FROM: Betty A. Dickneite, Chairperson *Betty*
Job Classification Committee

RE: **Consultant's Recommendations**

DATE: November 19, 2002

CONFIDENTIAL

Attached are Rick McRoy's recommendations on pending reclassification issues in the Recorder's and Sheriff's Offices. If you have comments on these recommendations or would like the Job Classification Committee to meet to discuss these issues further, please let me know as soon as possible.

We will schedule these for review, discussion and approval by the Commissioners in the very near future unless Committee member(s) objects to doing so.

Should you have any questions, please feel free to contact me.

BD

Attachment

November 18, 2002

CONFIDENTIAL



Ms. Betty Dickneite
Human Resources Director
Boone County
601 East Walnut - 2nd Floor
Columbia, MO 65201

Dear Betty,

The purpose of this letter is to respond to reclassification requests received from the Recorder's Office and the Sheriff's Office, and to respond to general issues about the compensation program.

Reclassification

We recommend that Brenda Cook and Vicki Gilpin be reclassified to Deputy Recorder. The individuals receive, process and maintain the specialized records - such as plats, marriage licenses and UCC's - required by the Deputy Recorder. We recommend that this change be effective the date of the request.

We recommend that Angela Ayers and Leasa Quick not be reclassified. We recognize that these are responsible jobs with significant workloads; however, we find them to be appropriately classified. In Angela's request, she states that the only difference between the Office Manager and the Administrative Assistant is the staff supervision. This is the primary difference between the two jobs. Since Angela does not supervise staff, her position should not be Office Manager.

The primary rationale for Leasa's request is her work surrounding the budget, including policies and procedures, analysis of budget requests, revenue and expenditure projections and fixed asset reporting. These are areas she has referenced from the Accountant job description. We find that there is a difference in scope and complexity between her position and the Accountant positions working on the County budget. Budget policies are set by the Auditor's Office and applied in the different departments. Revenue forecasts are more complex on a countywide basis than within any one department.

Career Ladders

We understand that there is concern that career progressions are not available for all jobs and that this creates potential inequities. One of the objectives in developing the plan was to provide a career path for employees. There are career paths for employees in most departments, for example deputies, attorneys, maintenance workers and programmers. However, there are some jobs that do not have natural progressions within their departments.

The Office Specialist job class is an example of this situation. In larger departments, there is a natural progression to more specialized positions, such as the Deputy Recorder or the Personal Property Clerk. In other, smaller departments there may not be a progression for the employee without a move to another department.

It may be appropriate to add another level to some job families to provide additional career opportunity. The additional level should be based on additional duties that represent higher levels of responsibility.

Salary Range Midpoint

There have been some questions related to the use of the salary range, and the meaning of the midpoint and the minimum (base). The midpoint is the point of comparison with the market and it is the control point for employee salaries. The minimum is a statistical reference point that represents the lowest salary that any employee will be paid in any range.

The goal is to move employees to the midpoint as they become fully qualified in their jobs. If salaries are at the low end of the range, employees are significantly below the market and could be easily recruited by other organizations.

The hiring rate relates to the salary increase policies. Organizations that are able to provide higher levels of merit increases generally hire at the minimum and then provide increases to bring employees to midpoint in approximately five years. Organizations that have lower increase policies have higher starting rates. This ensures that fully qualified employees will be close to the midpoint and the County will be less vulnerable to turnover.

Betty, I hope this helps resolve the outstanding issues. Please call if you have further questions.

Sincerely,



Rick McRoy

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

10th

day of

December

20 02

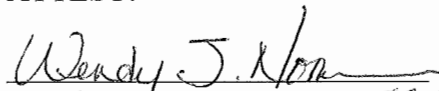
the following, among other proceedings, were had, viz:

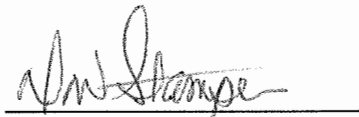
Now on this day, the County Commission of the County of Boone does hereby authorize the submittal of the following affidavits:

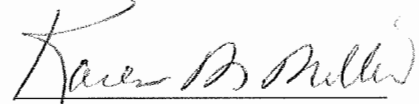
- Boone County Assessor identifying ZERO has been withheld from the State of Missouri to date, and
- Boone County Treasurer identifying \$7,739.50 has been withheld from the County of Boone by the State of Missouri between August 14, 2002 to November 27, 2002.

Done this 10th day of December, 2002.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Don Stamper
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

State of Missouri)
County of _____)

AFFIDAVIT

I, the undersigned, being first duly sworn, under oath state the following:

That I am the Treasurer for the County of Boone, Missouri; and

That, as a part of my regular and ongoing duties and responsibilities for the County, I am regularly involved in the collection and/or recording of the amounts that are due, owing and paid from the State of Missouri for the reimbursement of the prisoner per diem for which state payments are made under applicable state law; and

That for the period from July 1, 2002, through November 30, 2002, the payments received from the State of Missouri for the state's 2003 fiscal year have been in the following amounts for the identified time periods:

(set in monthly amounts received here)
and

That the actual amounts (\$22.50 per day per prisoner) that were due and owing for the periods for which the State of Missouri made payments for the state's 2003 fiscal year should be as follows for the identified time periods

(set in monthly amounts that were due here) (ATTACHED)
and

That the payments made by the State of Missouri are \$ 7739⁵⁰ less than we due and owing (\$22.50 per day per prisoner) under the applicable state law for the identified time period for the prisoner per diem reimbursements for Boone County, Missouri; and

That the County of Boone, Missouri expects the State of Missouri payments to continue to be less than the amounts that are due and owing under applicable state law; and

That the above statements and information are true and correct to the best of my knowledge.

Subscribed this 11th day of December, 2002 by

Kay R. Murray

I attest that Kay R. Murray who is known to me and who appeared before me this day, was duly sworn and subscribed this Affidavit before me this 11th of December, 2002.

Donna Minnis
Notary Public
DONNA MINNIS
Notary Public - State of Missouri
County of Boone
My Commission Expires Oct. 31, 2005

Prisoner Per Diem Information

Check Amount	Date	Rate	# of Days	Boone Co Should Have received more:
\$67,529.00	7-22-02	\$22.50	3010	
\$21,186.00	8-14-02	\$22.50	896	
		\$22.00	13	\$ 6.50
		\$20.00	37	92.50
\$62,556.00	8-19-02	\$22.50	2364	
		22.00	152	76.00
		\$20.00	296	740.00
		\$17.00	6	33.00
\$44,087.50	10-04-02	\$22.50	1187	
		\$20.00	869	2,172.50
\$32,609.50	11-15-02	\$22.50	901	
		\$20.00	616	1,540.00
		\$17.00	1	5.50
\$21,997.50	11-27-02	\$22.50	335	
		\$20.00	723	1,807.50
\$25,104.00	11-27-02	\$22.50	516	
		\$22.00	187	93.50
		\$20.00	469	1,172.50
\$275,069.50				\$7,739.50

Boone County should have seen a total of \$282,809.00 in the time period above if the \$22.50 had been paid in full.

Kay R Murray

State of Missouri)
County of BOONE)

AFFIDAVIT

I, the undersigned, being first duly sworn, under oath state the following:

That I am the ASSESSOR for the County of BOONE, Missouri; and

That, as a part of my regular and ongoing duties and responsibilities for the County, I am regularly involved in the collection and/or recording of the amounts that are due, owing and paid from the State of Missouri for the services and activities of the Assessor for which state payments are made; and

That for the period from July 1, 2002, through ~~November 30, 2002~~ October 31, 2002, the payments received from the State of Missouri have been in the following amounts for the identified time periods: \$ 101,907.⁷⁸

Quarterly
(set in ~~monthly~~ amounts received here)

and

That the actual amounts that were due and owing from July 1, 2002, through November 30, 2002, for the periods for which the State of Missouri made payments are as follows for the identified time periods: \$ 101,907.⁷⁸

Quarterly
(set in ~~monthly~~ amounts that were due here)

and

That the payments made by the State of Missouri are \$ 0 less than was due and owing under the applicable state law for the identified time period for the activities of the Assessor for BOONE County, Missouri; and

~~That the Assessor of _____ County, Missouri expects the State of Missouri payments to continue to be less than the amounts that are due and owing under applicable state law; and~~

That the above statements and information are true and correct to the best of my knowledge.

Subscribed this 10th day of December, 2002 by

Tom Schumaker

I attest that Tom Schumaker who is known to me and who appeared before me this day, was duly sworn and subscribed this Affidavit before me this 10th day of December, 2002.

Donna R. Anderson
Notary Public

DONNA R. ANDERSON
Notary Public - State of Missouri
County of Boone
My Commission Expires Oct 26, 2003



1972-2002

Missouri Association Of Counties

516 East Capitol Avenue, P.O. Box 234, Jefferson City, MO 65102-0234
Telephone: (573) 634-2120 Fax: (573) 634-3549 Web Site: www.mocounties.com
Ross D. "Dick" Burke, Executive Director

QUESTIONNAIRE: CERF Legislative Mandates

30

To: Members of the County Commission
Date: November 20, 2002
Re: Preparation for Litigation – Challenge to CERF Assessments

MAC is preparing the information on the Board of Directors' authorized litigation in an attempt to stop CERF from retroactively collecting retirement pension contributions and to deal with those anticipated for 2003. To that end, MAC needs direct input from your County to acquire data that can be used in support of the litigation.

We request that you complete the enclosed Affidavit with employee and financial information from your County related to the retroactive amounts that will be assessed as well as the amounts expected to be paid for 2003 that will be paid by the County and return the Affidavit completed and appropriately notarized with the needed information. The completed forms should be sent to:

Mr. Dick Burke, Executive Director
Missouri Association of Counties
P. O. Box 234
Jefferson City, MO 65102-0234

MAC needs the completed forms to be returned no later than December 13, 2002, in order for the lawsuits to be filed before the upcoming holiday activities begin.

If you need any additional information concerning how to complete the forms, contact MAC at 573.634.2120 immediately.

The greater the cooperation by your County, the better the impact of the MAC lawsuit on the CERF issues can be. Please **DO NOT delay** your responses.

Enclosure

cc: MAC Board of Directors

President
Betty Knight,
Platte County

President-Elect
Gerald Jones,
Cape Girardeau County

2nd Vice President
Gary Mallory,
Cass County

3rd Vice President
Darrel King,
Moniteau County

Treasurer
Mary Berry,
Kalb County

Past President
Tom Herbst,
Franklin County