

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 4th day of August 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 45-14JUL05 for the Lake of the Woods Pavement and Drainage Repair project – Phase I to Emery Sapp & Sons, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

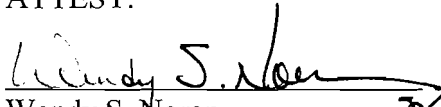
Done this 4th day of August, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

315-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: July 25, 2005
RE: 45-14JUL05 Lake of the Woods Pavement and Drainage Repair-Phase 1

The Bid for Lake of the Woods Pavement and Drainage Repair-Phase I closed on July 19, 2005. Four bids were received. Purchasing and the Public Work's department recommend award to Emery Sapp & Sons, Inc. for submitting the low bid.

Total cost of contract is \$470,000.00 with a 10% contingency of \$47,000.00 for a total Purchase Order amount of \$517,000.00. This contract will be paid out of department 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The original budget was \$500,000.00.

Please find attached a copy of the bid tabulation your review.

ATT: Bid Tabulation

cc: Don Abell, Public Works
David Mink, Public Works
Bid File

BID TABULATION										
45-14JUL05 Lake of the Woods Pavement & Drainage										
			APAC-MISSOURI INC		STEVE AND ASSOCIATES		LEHMAN CONSTRUCTION LLC		EMERY SAPP & SONS	
	QTY	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Mobilization and Bonds	1	LS	\$13,000.00	\$13,000.00	\$18,358.27	\$18,358.27	\$10,500.00	\$10,500.00	\$22,000.00	\$22,000.00
Construction Staking	1	LS	\$2,850.00	\$2,850.00	\$2,840.42	\$2,840.42	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
Traffic Control	1	LS	\$1,700.00	\$1,700.00	\$5,375.00	\$5,375.00	\$8,000.00	\$8,000.00	\$6,500.00	\$6,500.00
Removals of Improvements	1	LS	\$37,600.00	\$37,600.00	\$26,973.63	\$26,973.63	\$20,000.00	\$20,000.00	\$33,500.00	\$33,500.00
Excavation and Embarkment	1	LS	\$16,150.00	\$16,150.00	\$16,240.02	\$16,240.02	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00
6" Concrete Pavement (Main Line)	4487	SY	\$38.25	\$171,627.75	\$28.63	\$128,462.81	\$39.00	\$174,993.00	\$22.00	\$98,714.00
6" Concrete Driveway Pavement	502	SY	\$57.30	\$28,764.60	\$46.26	\$23,222.52	\$46.00	\$23,092.00	\$58.00	\$29,116.00
4" Type I Aggregate Base	4989	SY	\$4.90	\$24,446.10	\$4.32	\$21,552.48	\$6.00	\$29,934.00	\$5.00	\$24,945.00
Type M Inlet #1 4' x3' x8.1' Modified Throat	1	EA	\$3,325.00	\$3,325.00	\$3,428.36	\$3,428.36	\$3,250.00	\$3,250.00	\$3,000.00	\$3,000.00
Type M Inlet # 2 4' x3' x 5.3'	1	EA	\$2,800.00	\$2,800.00	\$2,912.36	\$2,912.36	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00
18" Corrugated Metal Pipe (CMP) 16 GA	57.5	LF	\$65.15	\$3,746.13	\$75.90	\$4,364.25	\$45.00	\$2,587.50	\$70.00	\$4,025.00
Type 2 Rip-Rap Blanket	2	CY	\$130.00	\$260.00	\$623.06	\$1,246.12	\$60.25	\$120.50	\$110.00	\$220.00
Remove and Replace unsuitable Subgrade	150	CY	\$30.50	\$4,575.00	\$45.75	\$6,862.50	\$38.00	\$5,700.00	\$35.00	\$5,250.00
Fertilize, Seed, Mulch & Site Restoration	1	LS	\$6,400.00	\$6,400.00	\$3,877.09	\$3,877.09	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
Erosion Control Barrier	1	LS	\$10,175.00	\$10,175.00	\$2,150.00	\$2,150.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
BASE BID TOTAL			\$94,326.10	\$327,419.58	\$82,979.07	\$267,865.83	\$61,284.25	\$297,477.00	\$91,300.00	\$253,270.00
ALTERNATE #1										
Mobilization and Bonds	1	LS	\$4,825.00	\$4,825.00	\$2,418.75	\$2,418.75	\$2,000.00	\$2,000.00	\$4,200.00	\$4,200.00
Traffic Control	1	LS	\$1,685.00	\$1,685.00	\$2,687.50	\$2,687.50	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
Full Depth Concrete Pavement Repair	490	SY	\$120.00	\$58,800.00	\$86.42	\$42,345.80	\$48.00	\$23,520.00	\$55.00	\$26,950.00
6" Concrete Driveway Pavement	115	SY	\$58.25	\$6,698.75	\$99.98	\$11,497.70	\$60.00	\$6,900.00	\$58.00	\$6,670.00

Concrete Pavement Removal	605	SY	\$39.50	\$23,897.50	\$43.83	\$26,517.15	\$13.00	\$7,865.00	\$50.00	\$30,250.00
Fertilize, Seed, Mulch and site Restoration	1	LS	\$2,125.00	\$2,125.00	\$1,612.50	\$1,612.50	\$1,400.00	\$1,400.00	\$2,500.00	\$2,500.00
Remove and Replace Unsuitable Subgrade	60	CY	\$31.50	\$1,890.00	\$71.94	\$4,316.40	\$38.00	\$2,280.00	\$60.00	\$3,600.00
ALTERNATE BID TOTAL				\$99,921.25		\$91,395.80		\$45,965.00		\$75,370.00
Bidder's Qualifications			Yes		Yes		Yes		Yes	
Anti-Collusion statement			Yes		Yes		Yes		Yes	
Signature & Identity of Bidder			Yes		Yes		Yes		Yes	
Bidder's Acknowledgment			Yes		Yes		Yes		Yes	
Bid Bond			Yes		Yes		Yes		Yes	

7/22/05

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

ATE

5869

Emery Sapp & Sons, Inc.

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

315-2005

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

#45-14JUL05

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2045

Ship To Department # 2045

Department				Account				Item Description	Qty	Unit Price	Amount	
2	0	4	5	7	1	1	0	0	Lake of the Woods Pavement and Drainage Repair-Phase I	1	470000.00	470000.00
									10% Contingency			47000.00
									Total			517000.00

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.

Requesting Official

Auditor Approval 

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 **Emery Sapp and Sons, 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 45-14JUL05
Lake of the Woods Pavement and Drainage Repair-Phase I
 Project No. 9809
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$253,270.00 and Alternate #1 in the amount of \$75,370.00, and additional patching and/or replacements in the amount of \$141,360.00 for a total contract amount of \$470,000.00.

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. Bidders 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. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions

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.

NOTICE TO PROCEED

DATE: August 24, 2005

TO: Emery Sapp & Sons

ADDRESS: Columbia, MO 652

PROJECT: Bid Number 45-14 JUL 05
Lake of the Woods Pavement and Drainage Improvements – Phase I

You are hereby notified that the Contract Time under the above contract will commence on **September 6, 2005**. 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** calendar 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: 8/24/05

John P. Watkins II
Project Development Manager

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

315-2005

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STATE OF MISSOURI }
County of Boone } ea.

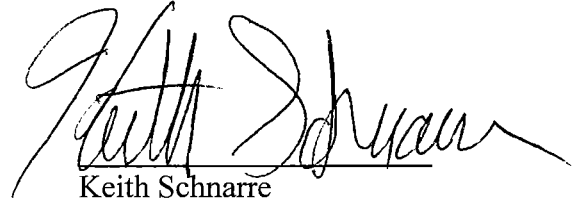
August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 4th day of August 20 05

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

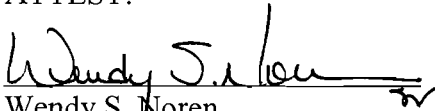
Now on this day the County Commission of the County of Boone does hereby award bid 47-07JUL05 for Northern Boone County Bridge Projects to Widel, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 4th day of August, 2005.

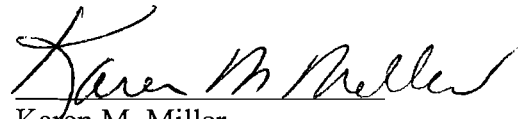


Keith Schnarre
Presiding Commissioner

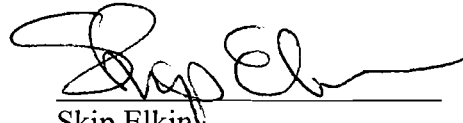
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

316-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: July 25, 2005
RE: 47-07JUL05 Northern Boone County Bridge Projects

The Bid for Northern Boone County Bridge Projects closed on July 7, 2005. Six bids were received. Purchasing and the Public Work's department recommend award to Widel, Inc. for submitting the low bid.

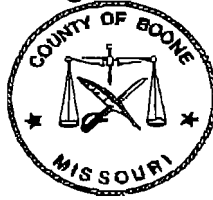
Total cost of contract is \$262,902.00 with a 10% contingency of \$26,290.00 for a total Purchase Order amount of \$289,192.00. This contract will be paid out of department 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The original budget was \$240,000.00. Please see the attached memo from Don Abell outlining the award amounts and expected adjustments in the current budget to fund the projects.

Please find attached a copy of the bid tabulation and memo from Public Works for your review.

ATT: Bid Tabulation
Public Works Memo

cc: Jane Morris, Public Works
Don Abell, Public Works
David Mink, Public Works
Bid File

Boone County Public Works



Don Abell, P.E.
 Manager
 Engineering Design and Construction

5551 Highway 63 South
 Columbia MO 65201-9711
 Phone (573) 449-8515 ext. 236
 Fax (573) 875-1602
 E-mail: dabell@boonecountymo.org

TO: Melinda Bobbitt, CPPB – Director of Purchasing

FROM: Don Abell, Manager - Public Works Design & Construction DA

DATE: July 20, 2005

RE: BID AWARD RECOMMENDATION
 BID #47-07JUL05 - Northern Boone County Bridge Projects &
 BID #48-07JUL05 - Southern Boone County Bridge Projects

The Public Works Department recommends award of the **Northern Boone County Bridge Projects** contract and the **Southern Boone County Projects** contract to **Widel, Inc.**, the low bidder for both contracts.

Bid amounts exceed the budgeted amounts by \$22,902.00 for the Northern Bridges and \$ 25,383.00 for the Southern Bridges. (A summary of the budgeted amounts verses the bid amounts is attached.) One option is to reject all bids, modify the plans, and rebid the project. However, I do not recommend this option for the following reasons:

- I feel that there are no bid items that can be eliminated from the contract to reduce the cost. Everything in the plans and specifications are necessary for the proper completion of these projects. (No extras were included.)
- Due to the current economy, increased fuel costs, increased material costs, increased prevailing wage rates, etc.; nearly all bids for public sector projects this year have been over budget. Therefore, I do not feel that rebidding at a later date will result in a lower cost and will more likely result in a higher cost.
- Re-bidding will delay the start of construction and these projects will not be completed within the 2006 construction season.

If awarded I propose that the additional costs be offset by adjustments within the current budget (See attachment)

Another concern is the question of the contractor's intent and capability of completing both contracts within the specified time frame. (All 7 bridges completed by the end of the year.) I spoke with Elizabeth Widel 7/8/05 and Milton Thomas at Widel, Inc. on 7/11/05 and confirmed that it is their intention to accept and complete both contracts as specified. They will dedicate two separate crews with two separate cranes and complete both contracts concurrently. Based on this response, I feel we must proceed with the award of these contracts. I think that you would agree that to not award to the low bidder based on speculation that the contractor cannot fulfill the terms of the contract will put us at risk of lawsuit. (Please let me know if you do not agree with this.) My opinion is that when the contractor is willing to accept the terms of the contract, and they have demonstrated the experience necessary to complete the scope of work specified, we have an obligation to award the contract to them unless they have been formally banned from bidding work due to unsatisfactory performance and/ or completion of a previous contract. Although this Department has documented safety and workmanship concerns about Widel, Inc.'s construction of previous projects, no formal action was taken to bar them from bidding on future contracted work. We must rely on the Contracts and Performance Bonds as our assurance that the projects are completed as specified.

c: David Mink, Director - Public Works
 John Watkins, Project Development Manager

Boone County Public Works

Date: 07/20/05

Summary of Budget Amounts Verses Bid Amounts

Location	Budget Amount	Low Bid Amount	Difference	Percent Over Budget
BID #47-07JUL05 - Northern Boone County Bridge Projects				
Worstell Lane	\$80,000.00	\$94,505.00	-\$14,505.00	-18.1%
Perche Church Road	\$80,000.00	\$88,167.00	-\$8,167.00	-10.2%
Patton Road	\$80,000.00	\$80,230.00	-\$230.00	-0.3%
Totals for North Bridge Projects:	\$240,000.00	\$262,902.00	-\$22,902.00 overbudget	-9.5%
BID #48-07JUL05 - Southern Boone County Bridge Projects				
High Point Lane	\$95,000.00	\$105,502.00	-\$10,502.00	-11.1%
Ellis School Road	\$75,000.00	\$85,171.00	-\$10,171.00	-13.6%
Martin Lane	\$80,000.00	\$88,821.00	-\$8,821.00	-11.0%
Crump Lane	\$80,000.00	\$75,889.00	\$4,111.00	5.1%
Totals for South Bridge Projects:	\$330,000.00	\$355,383.00	-\$25,383.00 overbudget	-7.7%
Totals North & South Combined:	\$570,000.00	\$618,285.00	-\$48,285.00 overbudget	-8.5%

Boone County Public Works

Date:

07/20/06

Summary of Proposed Budget Adjustments for Over Budget Bid Amounts

	Budget Amount	Low Bid Amount	Other Project Costs	Difference	Percent Over/Under Budget
Projects bid in '05 to date that were awarded over budget amount:					
Bethel Church Road Culvert:	\$20,000.00	\$28,210.00		-\$8,210.00	-41.1%
Boatman Hill Road Storm Pipe:	\$60,000.00	\$77,988.00		-\$17,988.00	-30.0%
Wolfe/ McQuitty Intersection:	\$60,000.00	\$65,311.00		-\$5,311.00	-8.9%
North Bridge Projects:	\$240,000.00	\$262,902.00		-\$22,902.00	-9.5%
South Bridge Projects:	\$330,000.00	\$355,383.00		-\$25,383.00	-7.7%
Soft Pit Hill Road:	\$75,000.00	\$79,472.65	\$20,151.62	-\$24,624.27	-32.8%
Sub-Total of over-budget bids:	\$785,000.00	\$869,266.65		-\$84,266.65	-10.7%
Contingency allowances:		\$86,926.67		-\$86,926.67	
Total of over-budget bids:		\$956,193.32		-\$171,193.32	

Projects in '05 budget with anticipated cost saving to offset amounts above:

	Budget Amount	Low Bid Amount	Amount to be reserved for work or extra work in contract	Difference	Percent offset funds vs budget
Projects bid in '05 to date that were awarded under budget amount or Budgeted Projects/Purchases that are no longer required:					
Lipscomb Bridge Repairs:	\$75,000.00	\$0.00	\$35,000.00	\$40,000.00	53.3% Re-evaluated repairs/ maintenance needed
Dozier Station Road:	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.0% Changed to maintenance project
Base Flood Elevation Determinations:	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.0% FEMA is now going to determine
Minor Hill Road Design :	\$35,000.00	\$0.00	\$10,000.00	\$25,000.00	71.4% Make an in-house design (keep some for geotech)
Total of Proposed Offset Funds:	\$185,000.00	\$0.00	\$45,000.00	\$140,000.00	75.7%

Total Difference:				-\$31,193.32	
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Emergency Funds are also available if needed at the end of the year.

BID TABULATION

47-07JUL05 Northern Boone County Bridge Projects

Worstell Lane Bridge Project				Boone Construction Co		APAC-MO Inc		Widel Inc.		S&C Bridge & Concrete Inc.	
5.1	Description	Quantity	Unit	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
	Mobilization	1	LS	\$10,200.00	\$10,200.00	\$9,000.00	\$9,000.00	\$6,000.00	\$6,000.00	\$9,000.00	\$9,000.00
	Construction Staking	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$775.00	\$775.00	\$1,200.00	\$1,200.00
	Traffic Control	1	LS	\$1,950.00	\$1,950.00	\$1,930.00	\$1,930.00	\$2,123.00	\$2,123.00	\$1,200.00	\$1,200.00
	Removals	1	LS	\$5,900.00	\$5,900.00	\$3,400.00	\$3,400.00	\$1,338.00	\$1,338.00	\$3,500.00	\$3,500.00
	Earthwork	1	LS	\$7,300.00	\$7,300.00	\$3,300.00	\$3,300.00	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00
	Temporary By-Pass	1	LS	\$8,450.00	\$8,450.00	\$2,200.00	\$2,200.00	\$3,275.00	\$3,275.00	\$7,500.00	\$7,500.00
	Structural Steel Piles	150	LF	\$33.50	\$5,025.00	\$38.50	\$5,775.00	\$38.00	\$5,700.00	\$55.00	\$8,250.00
	Prebored Holes	115	LF	\$52.00	\$5,980.00	\$62.00	\$7,130.00	\$36.00	\$4,140.00	\$70.00	\$8,050.00
	BCPW Class D Concrete	30	CY	\$423.00	\$12,690.00	\$560.00	\$16,800.00	\$358.00	\$10,740.00	\$450.00	\$13,500.00
	Reinforcing Steel (epoxy coated)	2670	LBS	\$1.00	\$2,670.00	\$0.95	\$2,536.50	\$1.00	\$2,670.00	\$1.10	\$2,937.00
	Precast Concrete Slab Units	1	LS	\$31,100.00	\$31,100.00	\$30,850.00	\$30,850.00	\$35,920.00	\$35,920.00	\$31,200.00	\$31,200.00
	Type C Asphaltic Concrete	75	TON	\$103.00	\$7,725.00	\$84.00	\$6,300.00	\$92.00	\$6,900.00	\$110.00	\$8,250.00
	Gravel Base, Shoulder, Road Widening, Re-Surfacing, and Transitions	70	TON	\$22.60	\$1,582.00	\$38.00	\$2,660.00	\$26.00	\$1,820.00	\$40.00	\$2,800.00
	Guardrail	125	LF	\$37.55	\$4,693.75	\$16.17	\$2,021.25	\$38.00	\$4,750.00	\$30.00	\$3,750.00
	Type II Rock Blanket	154	TON	\$27.25	\$4,196.50	\$13.50	\$2,079.00	\$26.00	\$4,004.00	\$25.00	\$3,850.00
	Seed, Fertilize, & Mulch	1	LS	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250.00	\$1,650.00	\$1,650.00	\$1,200.00	\$1,200.00
Worstell Lane Bridge Subtotal					\$112,462.25		\$100,731.75		\$97,503.00		\$109,187.00
Perche Church Road Bridge Project											
	Mobilization	1	LS	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00	\$5,800.00	\$5,800.00	\$8,500.00	\$8,500.00
	Construction Staking	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$775.00	\$775.00	\$1,200.00	\$1,200.00

Traffic Control	1	LS	\$2,400.00	\$2,400.00	\$2,340.00	\$2,340.00	\$2,574.00	\$2,574.00	\$1,200.00	\$1,200.00
Removals	1	LS	\$4,900.00	\$4,900.00	\$3,900.00	\$3,900.00	\$1,338.00	\$1,338.00	\$3,000.00	\$3,000.00
Earthwork	1	LS	\$5,300.00	\$5,300.00	\$3,300.00	\$3,300.00	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00
Structural Steel Piles	485	LF	\$24.50	\$11,882.50	\$30.00	\$14,550.00	\$28.00	\$13,580.00	\$25.00	\$12,125.00
BCPW Class D Concrete	25	CY	\$470.00	\$11,750.00	\$629.00	\$15,725.00	\$364.00	\$9,100.00	\$500.00	\$12,500.00
Reinforcing Steel (epoxy coated)	2086	LBS	\$1.00	\$2,086.00	\$0.95	\$1,981.70	\$1.00	\$2,086.00	\$1.10	\$2,294.60
Precast Concrete Slab Units	1	LS	\$26,400.00	\$26,400.00	\$25,700.00	\$25,700.00	\$25,953.00	\$25,953.00	\$27,000.00	\$27,000.00
Type C Asphaltic Concrete	67	TON	\$103.00	\$6,901.00	\$84.00	\$5,628.00	\$92.00	\$6,164.00	\$110.00	\$7,370.00
Gravel Base, Shoulder, Road Widening, Re-Surfacing, and Transitions	81	TON	\$25.20	\$2,041.20	\$40.00	\$3,240.00	\$26.00	\$2,106.00	\$40.00	\$3,240.00
Guardrail	100	LF	\$40.00	\$4,000.00	\$15.79	\$1,579.00	\$41.00	\$4,100.00	\$30.00	\$3,000.00
Type II Rock Blanket	164	CY	\$24.00	\$3,936.00	\$15.00	\$2,460.00	\$44.00	\$7,216.00	\$28.00	\$4,592.00
Seed, Fertilize, & Mulch	1	LS	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250.00	\$1,650.00	\$1,650.00	\$1,000.00	\$1,000.00
Fencing	115	LF	\$10.50	\$1,207.50	\$10.00	\$1,150.00	\$11.00	\$1,265.00	\$10.00	\$1,150.00
Water Gap	1	LS	\$1,550.00	\$1,550.00	\$2,000.00	\$2,000.00	\$1,760.00	\$1,760.00	\$2,600.00	\$2,600.00
Perche Church Road Bridge Subtotal:				\$93,354.20		\$97,303.70		\$88,167.00		\$93,771.60
Patton Road Bridge Project										
Mobilization	1	LS	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00	\$5,500.00	\$5,500.00	\$9,000.00	\$9,000.00
Construction Staking	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$660.00	\$660.00	\$1,200.00	\$1,200.00
Traffic Control	1	LS	\$2,100.00	\$2,100.00	\$2,050.00	\$2,050.00	\$2,255.00	\$2,255.00	\$1,200.00	\$1,200.00
Removals	1	LS	\$4,900.00	\$4,900.00	\$3,400.00	\$3,400.00	\$1,338.00	\$1,338.00	\$3,000.00	\$3,000.00
Earthwork	1	LS	\$5,300.00	\$5,300.00	\$3,300.00	\$3,300.00	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00
Structural Steel Piles	455	LF	\$25.25	\$11,488.75	\$30.00	\$13,650.00	\$28.00	\$12,740.00	\$25.00	\$11,375.00
BCPW Class D Concrete	21	CY	\$485.00	\$10,185.00	\$609.00	\$12,789.00	\$356.00	\$7,476.00	\$530.00	\$11,130.00
Reinforcing Steel (epoxy coated)	1786	LBS	\$1.00	\$1,786.00	\$0.95	\$1,696.70	\$1.00	\$1,786.00	\$1.10	\$1,964.60
Precast Concrete Slab Units	1	LS	\$21,300.00	\$21,300.00	\$21,800.00	\$21,800.00	\$23,945.00	\$23,945.00	\$23,000.00	\$23,000.00

Type C Asphaltic Concrete	87	TON	\$103.00	\$8,961.00	\$84.00	\$7,308.00	\$92.00	\$8,004.00	\$110.00	\$9,570.00
Gravel Base, Shoulder, Road Widening, Re-Surfacing, and Transitions	94	TON	\$26.50	\$2,491.00	\$39.50	\$3,713.00	\$26.00	\$2,444.00	\$40.00	\$3,760.00
Guardrail	100	LF	\$40.00	\$4,000.00	\$15.79	\$1,579.00	\$41.00	\$4,100.00	\$30.00	\$3,000.00
Type II Rock Blanket	128	CY	\$26.70	\$3,417.60	\$15.00	\$1,920.00	\$44.00	\$5,632.00	\$30.00	\$3,840.00
Seed, Fertilize, & Mulch	1	LS	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250.00	\$1,650.00	\$1,650.00	\$1,050.00	\$1,050.00
Patton Road Bridge Subtotal				\$8,929.35		\$8,955.70		\$8,230.00		\$8,689.60
TOTALS FOR ALL THREE BRIDGE LOCATIONS:				\$294,745.80		\$284,991.15		\$262,902.00		\$289,048.20

Addendum #1	Yes	Yes	Yes	Yes
Revised Bid Form	Yes	No	Yes	No
Statement of Bidder's Qualifications	Yes	Yes	Yes	Yes
Anti-Collusion Statement	Yes	Yes	Yes	Yes
Signature and Identity of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes

Harry H Houf & Sons Contr.		Emery Sapp & Sons, Inc	
Unit Price	Extended Total	Unit Price	Extended Total
\$8,000.00	\$8,000.00	\$8,675.00	\$8,675.00
\$1,200.00	\$1,200.00	\$2,300.00	\$2,300.00
\$2,000.00	\$2,000.00	\$2,125.00	\$2,125.00
\$6,000.00	\$6,000.00	\$4,600.00	\$4,600.00
\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00
\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00
\$45.00	\$6,750.00	\$45.00	\$6,750.00
\$90.00	\$10,350.00	\$76.00	\$8,740.00
\$475.00	\$14,250.00	\$344.00	\$10,320.00
\$1.00	\$2,670.00	\$1.40	\$3,738.00
\$32,000.00	\$32,000.00	\$34,500.00	\$34,500.00
\$120.00	\$9,000.00	\$92.50	\$6,937.50
\$20.00	\$1,400.00	\$74.00	\$5,180.00
\$45.00	\$5,625.00	\$52.00	\$6,500.00
\$40.00	\$6,160.00	\$25.00	\$3,850.00
\$3,250.00	\$3,250.00	\$4,900.00	\$4,900.00
	\$122,655.00		\$123,613.50
\$8,000.00	\$8,000.00	\$8,200.00	\$8,200.00
\$1,200.00	\$1,200.00	\$2,300.00	\$2,300.00

\$2,000.00	\$2,000.00	\$2,575.00	\$2,575.00
\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00
\$8,000.00	\$8,000.00	\$4,700.00	\$4,700.00
\$45.00	\$21,825.00	\$27.00	\$13,095.00
\$475.00	\$11,875.00	\$380.00	\$9,500.00
\$1.00	\$2,086.00	\$1.40	\$2,920.40
\$27,500.00	\$27,500.00	\$29,000.00	\$29,000.00
\$120.00	\$8,040.00	\$92.50	\$6,197.50
\$15.00	\$1,215.00	\$60.00	\$4,860.00
\$45.00	\$4,500.00	\$51.00	\$5,100.00
\$40.00	\$6,560.00	\$27.00	\$4,428.00
\$3,250.00	\$3,250.00	\$2,500.00	\$2,500.00
\$8.00	\$920.00	\$8.25	\$948.75
\$2,000.00	\$2,000.00	\$4,250.00	\$4,250.00
	\$14,973.00		\$10,150.65
\$8,000.00	\$8,000.00	\$8,100.00	\$8,100.00
\$1,200.00	\$1,200.00	\$2,300.00	\$2,300.00
\$2,000.00	\$2,000.00	\$2,250.00	\$2,250.00
\$6,000.00	\$6,000.00	\$3,300.00	\$3,300.00
\$8,000.00	\$8,000.00	\$4,700.00	\$4,700.00
\$45.00	\$20,475.00	\$28.00	\$12,740.00
\$475.00	\$9,975.00	\$421.00	\$8,841.00
\$1.00	\$1,786.00	\$1.40	\$2,500.40
\$24,000.00	\$24,000.00	\$23,800.00	\$23,800.00

\$120.00	\$10,440.00	\$92.50	\$8,047.50		
\$15.00	\$1,410.00	\$61.00	\$5,734.00		
\$45.00	\$4,500.00	\$46.50	\$4,650.00		
\$40.00	\$5,120.00	\$27.00	\$3,456.00		
\$3,250.00	\$3,250.00	\$2,500.00	\$2,500.00		
	\$10,670.00		\$918.90		
	\$43,747.00		\$20,699.95		
	Yes		Yes		
	No		No		
	Yes		Yes		
	Yes		Yes		
	Yes		Yes		
	Yes		Yes		

7/22/05

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

10349

Widel, Inc.

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

316 - 2005

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

#47-07JUL05

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2045

Ship To Department # 2045

Department				Account				Item Description	Qty	Unit Price	Amount
2	0	4	5	7	1	1	0 0	Northern Boone County Bridge Projects	1	262902.00	262902.00
								10% Contingency			26290.00
								Total			289192.00

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.

Requesting Official

Auditor Approval

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 Widel, 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 47-07JUL05
Northern Boone County Bridge Projects
 Project No. 9806
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$262,902.00.

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. Bidders 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. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates—Annual Wage Order No. 11
19. Boone County Standard Terms and Conditions
20. Plan Sheets
21. Geotechnical Reports
22. Permits

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

made and by the Owner, and the award of the work to the Contractor.

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:

Two Hundred Sixty Two Thousand Nine Hundred Two Dollars and no cents (\$262,902.00)

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 4 AUG 2005 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI
By: [Signature]
Keith Schnarre, Presiding Commissioner

ATTEST:

[Signature]
Wendy Noren, County Clerk

CONTRACTOR: **Widel, Inc.**

By: [Signature]
Authorized Representative Signature

By: ELIZABETH WIDEL
Authorized Representative Printed Name

Title: president

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

2045/71100 - \$262,902.00

[Signature] 7/26/05
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

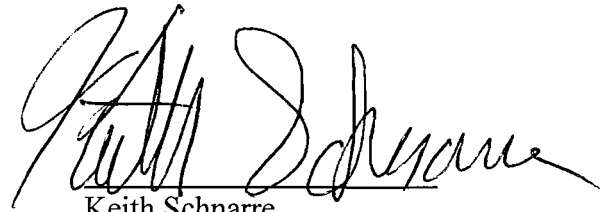
August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 4th day of August 20 05

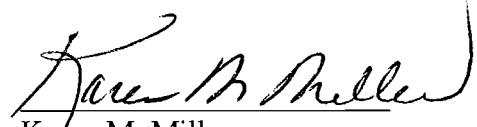
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 48-07JUL05 for Southern Boone County Bridge Projects to Widel, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.


Done this 4th day of August, 2005.



Keith Schnarre
Presiding Commissioner

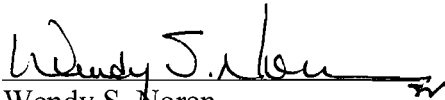


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

317-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: July 25, 2005
RE: 48-07JUL05 Southern Boone County Bridge Projects

The Bid for Southern Boone County Bridge Projects closed on July 7, 2005. Four bids were received. Purchasing and the Public Work's department recommend award to Widel, Inc. for submitting the low bid.

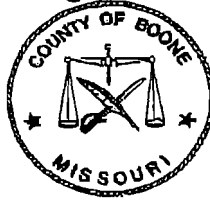
Total cost of contract is \$355,383.00 with a 10% contingency of \$35,538.00 for a total Purchase Order amount of \$390,921.00. This contract will be paid out of department 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The original budget was \$330,000.00. Please see the attached memo from Don Abell outlining the award amounts and expected adjustments in the current budget to fund the projects.

Please find attached a copy of the bid tabulation and memo from Public Works for your review.

ATT: Bid Tabulation
Public Works Memo

cc: Jane Morris, Public Works
Don Abell, Public Works
David Mink, Public Works
Bid File

Boone County Public Works



Don Abell, P.E.
 Manager
 Engineering Design and Construction

5551 Highway 63 South
 Columbia MO 65201-9711
 Phone (573) 449-8515 ext. 236
 Fax (573) 875-1602
 E-mail: dabell@boonecountymo.org

TO: Melinda Bobbitt, CPPB – Director of Purchasing

FROM: Don Abell, Manager - Public Works Design & Construction DA

DATE: July 20, 2005

RE: BID AWARD RECOMMENDATION
 BID #47-07JUL05 - Northern Boone County Bridge Projects &
 BID #48-07JUL05 - Southern Boone County Bridge Projects

The Public Works Department recommends award of the **Northern Boone County Bridge Projects** contract and the **Southern Boone County Projects** contract to **Widel, Inc.**, the low bidder for both contracts.

Bid amounts exceed the budgeted amounts by \$22,902.00 for the Northern Bridges and \$ 25,383.00 for the Southern Bridges. (A summary of the budgeted amounts verses the bid amounts is attached.) One option is to reject all bids, modify the plans, and rebid the project. However, I do not recommend this option for the following reasons:

- I feel that there are no bid items that can be eliminated from the contract to reduce the cost. Everything in the plans and specifications are necessary for the proper completion of these projects. (No extras were included.)
- Due to the current economy, increased fuel costs, increased material costs, increased prevailing wage rates, etc.; nearly all bids for public sector projects this year have been over budget. Therefore, I do not feel that rebidding at a later date will result in a lower cost and will more likely result in a higher cost.
- Re-bidding will delay the start of construction and these projects will not be completed within the 2006 construction season.

If awarded I propose that the additional costs be offset by adjustments within the current budget (See attachment)

Another concern is the question of the contractor's intent and capability of completing both contracts within the specified time frame. (All 7 bridges completed by the end of the year.) I spoke with Elizabeth Widel 7/8/05 and Milton Thomas at Widel, Inc. on 7/11/05 and confirmed that it is their intention to accept and complete both contracts as specified. They will dedicate two separate crews with two separate cranes and complete both contracts concurrently. Based on this response, I feel we must proceed with the award of these contracts. I think that you would agree that to not award to the low bidder based on speculation that the contractor cannot fulfill the terms of the contract will put us at risk of lawsuit. (Please let me know if you do not agree with this.) My opinion is that when the contractor is willing to accept the terms of the contract, and they have demonstrated the experience necessary to complete the scope of work specified, we have an obligation to award the contract to them unless they have been formally banned from bidding work due to unsatisfactory performance and/ or completion of a previous contract. Although this Department has documented safety and workmanship concerns about Widel, Inc.'s construction of previous projects, no formal action was taken to bar them from bidding on future contracted work. We must rely on the Contracts and Performance Bonds as our assurance that the projects are completed as specified.

c: David Mink, Director - Public Works
 John Watkins, Project Development Manager

Boone County Public Works

Date:

07/20/05

Summary of Budget Amounts Verses Bid Amounts

Location	Budget Amount	Low Bid Amount	Difference	Percent Over Budget
BID #47-07JUL05 - Northern Boone County Bridge Projects				
Worstell Lane	\$80,000.00	\$94,505.00	-\$14,505.00	-18.1%
Perche Church Road	\$80,000.00	\$88,167.00	-\$8,167.00	-10.2%
Patton Road	\$80,000.00	\$80,230.00	-\$230.00	-0.3%
Totals for North Bridge Projects:	\$240,000.00	\$262,902.00	-\$22,902.00 overbudget	-9.5%
BID #48-07JUL05 - Southern Boone County Bridge Projects				
High Point Lane	\$95,000.00	\$105,502.00	-\$10,502.00	-11.1%
Ellis School Road	\$75,000.00	\$85,171.00	-\$10,171.00	-13.6%
Martin Lane	\$80,000.00	\$88,821.00	-\$8,821.00	-11.0%
Crump Lane	\$80,000.00	\$75,889.00	\$4,111.00	5.1%
Totals for South Bridge Projects:	\$330,000.00	\$355,383.00	-\$25,383.00 overbudget	-7.7%
Totals North & South Combined:	\$570,000.00	\$618,285.00	-\$48,285.00 overbudget	-8.5%

Summary of Proposed Budget Adjustments for Over Budget Bid Amounts

	Budget Amount	Low Bid Amount	Other Project Costs	Difference	Percent Over/Under Budget
Projects bid in '05 to date that were awarded over budget amount:					
Bethel Church Road Culvert:	\$20,000.00	\$28,210.00		-\$8,210.00	-41.1%
Boatman Hill Road Storm Pipe:	\$60,000.00	\$77,988.00		-\$17,988.00	-30.0%
Wolfe/ McQuitty Intersection:	\$60,000.00	\$65,311.00		-\$5,311.00	-8.9%
North Bridge Projects:	\$240,000.00	\$262,902.00		-\$22,902.00	-9.5%
South Bridge Projects:	\$330,000.00	\$355,383.00		-\$25,383.00	-7.7%
Soft Pit Hill Road:	\$75,000.00	\$79,472.65	\$20,151.62	-\$24,624.27	-32.8%
Sub-Total of over-budget bids:	\$785,000.00	\$869,266.65		-\$84,266.65	-10.7%
Contingency allowances:		\$86,926.67		-\$86,926.67	
Total of over-budget bids:		\$956,193.32		-\$171,193.32	

Projects in '05 budget with anticipated cost saving to offset amounts above:

	Budget Amount	Low Bid Amount	Amount to be reserved for work or extra work in contract	Difference	Percent offset funds vs budget
Projects bid in '05 to date that were awarded under budget amount or Budgeted Projects/Purchases that are no longer required:					
Lipscomb Bridge Repairs:	\$75,000.00	\$0.00	\$35,000.00	\$40,000.00	53.3% Re-evaluated repairs/ maintenance needed
Dozier Station Road:	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.0% Changed to maintenance project
Base Flood Elevation Determinations:	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.0% FEMA is now going to determine
Minor Hill Road Design :	\$35,000.00	\$0.00	\$10,000.00	\$25,000.00	71.4% Make an in-house design (keep some for geotech)
Total of Proposed Offset Funds:	\$185,000.00	\$0.00	\$45,000.00	\$140,000.00	75.7%

Total Difference:	-\$31,193.32
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Emergency Funds are also available if needed at the end of the year.

BID TABULATION
48-07JUL05 Southern Boone County Bridge Projects

High Point Lane Bridge Project				Emery Sapp & Sons, Inc		Boone Construction Co.		APAC-MO		Widel, Inc	
5.1	Description	Quantity	Unit	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
	Mobilization	1	LS	\$18,100.00	\$18,100.00	\$10,800.00	\$10,800.00	\$9,000.00	\$9,000.00	\$6,500.00	\$6,500.00
	Construction Staking	1	LS	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$734.00	\$734.00
	Traffic Control	1	LS	\$2,575.00	\$2,575.00	\$2,400.00	\$2,400.00	\$2,300.00	\$2,300.00	\$2,530.00	\$2,530.00
	Removals	1	LS	\$5,700.00	\$5,700.00	\$5,100.00	\$5,100.00	\$3,400.00	\$3,400.00	\$1,338.00	\$1,338.00
	Earthwork	1	LS	\$7,100.00	\$7,100.00	\$5,400.00	\$5,400.00	\$3,300.00	\$3,300.00	\$2,700.00	\$2,700.00
	Structural Steel Piles	305	LF	\$31.00	\$9,455.00	\$25.00	\$7,625.00	\$30.00	\$9,150.00	\$34.00	\$10,370.00
	BCPW Class D Concrete	31	CY	\$340.00	\$10,540.00	\$410.00	\$12,710.00	\$544.00	\$16,864.00	\$357.00	\$11,067.00
	Reinforcing Steel	2774	LBS	\$1.40	\$3,883.60	\$1.00	\$2,774.00	\$0.97	\$2,690.78	\$1.00	\$2,774.00
	Precast Concrete Slab Units	1	LS	\$44,400.00	\$44,400.00	\$37,100.00	\$37,100.00	\$39,100.00	\$39,100.00	\$47,151.00	\$47,151.00
	Type C Asphaltic Concrete	87	TON	\$93.00	\$8,091.00	\$103.00	\$8,961.00	\$84.00	\$7,308.00	\$92.00	\$8,004.00
	Gravel Base, Shoulder, Road Widening, Re-Surfacing, and Transitions	67	TON	\$65.00	\$4,355.00	\$20.25	\$1,356.75	\$41.00	\$2,747.00	\$22.00	\$1,474.00
	Guardrail	125	LF	\$50.00	\$6,250.00	\$23.00	\$2,875.00	\$16.17	\$2,021.25	\$38.00	\$4,750.00
	Type II Rock Blanket	157	TON	\$25.50	\$4,003.50	\$30.50	\$4,788.50	\$15.00	\$2,355.00	\$23.00	\$3,611.00
	Seed, Fertilize, & Mulch	1	LS	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250.00	\$1,650.00	\$1,650.00
	Field Entrance	1	LS	\$965.00	\$965.00	\$1,850.00	\$1,850.00	\$2,000.00	\$2,000.00	\$849.00	\$849.00
High Point Lane Bridge Subtotal					\$107,438.10		\$106,740.25		\$105,086.03		\$107,552.00
Ellis School Road Bridge Project											
	Mobilization	1	LS	\$8,100.00	\$8,100.00	\$8,300.00	\$8,300.00	\$9,000.00	\$9,000.00	\$5,700.00	\$5,700.00
	Construction Staking	1	LS	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$734.00	\$734.00
	Traffic Control	1	LS	\$2,100.00	\$2,100.00	\$1,950.00	\$1,950.00	\$1,880.00	\$1,880.00	\$2,068.00	\$2,068.00
	Removals	1	LS	\$4,400.00	\$4,400.00	\$5,000.00	\$5,000.00	\$3,600.00	\$3,600.00	\$4,935.00	\$4,935.00
	Earthwork	1	LS	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00	\$3,300.00	\$3,300.00	\$2,700.00	\$2,700.00
	Structural Steel Piles	280	LF	\$31.00	\$8,680.00	\$27.25	\$7,630.00	\$31.00	\$8,680.00	\$35.00	\$9,800.00
	BCPW Class D Concrete	26	CY	\$360.00	\$9,360.00	\$450.00	\$11,700.00	\$553.00	\$14,378.00	\$364.00	\$9,464.00
	Reinforcing Steel	2136	LBS	\$1.40	\$2,990.40	\$1.00	\$2,136.00	\$0.94	\$2,007.84	\$1.00	\$2,136.00
	Precast Concrete Slab Units	1	LS	\$29,000.00	\$29,000.00	\$24,500.00	\$24,500.00	\$25,500.00	\$25,500.00	\$26,531.00	\$26,531.00
	Type C Asphaltic Concrete	62	TON	\$92.50	\$5,735.00	\$103.00	\$6,386.00	\$84.00	\$5,208.00	\$92.00	\$5,704.00

	Gravel Base, Shoulder, Road Widening, Re-Surfacing, and Transitions	76	TON	\$58.00	\$4,408.00	\$22.50	\$1,710.00	\$42.00	\$3,192.00	\$22.00	\$1,672.00
	Guardrail	100	LF	\$51.00	\$5,100.00	\$30.00	\$3,000.00	\$15.79	\$1,579.00	\$41.00	\$4,100.00
	Type II Rock Blanket	139	CY	\$27.00	\$3,753.00	\$29.25	\$4,065.75	\$15.00	\$2,085.00	\$38.00	\$5,282.00
	Seed, Fertilize, & Mulch	1	LS	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250.00	\$1,650.00	\$1,650.00
	Fencing	85	LF	\$8.25	\$701.25	\$10.50	\$892.50	\$10.00	\$850.00	\$11.00	\$935.00
	Water Gap	1	LS	\$4,250.00	\$4,250.00	\$1,550.00	\$1,550.00	\$2,000.00	\$2,000.00	\$1,760.00	\$1,760.00
Ellis School Road Bridge Subtotal					\$98,277.65		\$77,220.25		\$86,009.84		\$65,474.00
Martin Lane Bridge Project											
	Mobilization	1	LS	\$8,700.00	\$8,700.00	\$7,800.00	\$7,800.00	\$9,000.00	\$9,000.00	\$5,800.00	\$5,800.00
	Construction Staking	1	LS	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$734.00	\$734.00
	Traffic Control	1	LS	\$2,300.00	\$2,300.00	\$2,100.00	\$2,100.00	\$2,040.00	\$2,040.00	\$2,244.00	\$2,244.00
	Removals	1	LS	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,600.00	\$3,600.00	\$1,338.00	\$1,338.00
	Earthwork	1	LS	\$4,550.00	\$4,550.00	\$5,400.00	\$5,400.00	\$3,300.00	\$3,300.00	\$2,700.00	\$2,700.00
	Structural Steel Piles	170	LF	\$44.75	\$7,607.50	\$29.50	\$5,015.00	\$35.50	\$6,035.00	\$40.00	\$6,800.00
	BCPW Class D Concrete	36	CY	\$330.00	\$11,880.00	\$370.00	\$13,320.00	\$559.00	\$20,124.00	\$348.00	\$12,528.00
	Reinforcing Steel	2920	LBS	\$1.40	\$4,088.00	\$1.00	\$2,920.00	\$0.98	\$2,861.60	\$1.00	\$2,920.00
	Precast Concrete Slab Units	1	LS	\$29,000.00	\$29,000.00	\$24,600.00	\$24,600.00	\$26,150.00	\$26,150.00	\$26,531.00	\$26,531.00
	Prebored Holes	128	LF	\$43.50	\$5,568.00	\$40.00	\$5,120.00	\$33.00	\$4,224.00	\$36.00	\$4,608.00
	Type C Asphaltic Concrete	83	TON	\$92.50	\$7,677.50	\$103.00	\$8,549.00	\$84.00	\$6,972.00	\$92.00	\$7,636.00
	Gravel Base, Shoulder, Road Widening, Re-Surfacing, and Transitions	86	TON	\$58.00	\$4,988.00	\$25.50	\$2,193.00	\$40.00	\$3,440.00	\$22.00	\$1,892.00
	Guardrail	100	LF	\$51.00	\$5,100.00	\$30.00	\$3,000.00	\$15.79	\$1,579.00	\$41.00	\$4,100.00
	Type II Rock Blanket	115	CY	\$26.00	\$2,990.00	\$30.50	\$3,507.50	\$15.00	\$1,725.00	\$38.00	\$4,370.00
	Seed, Fertilize, & Mulch	1	LS	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250.00	\$1,650.00	\$1,650.00
	Fencing	110	LF	\$8.25	\$907.50	\$10.50	\$1,155.00	\$10.00	\$1,100.00	\$11.00	\$1,210.00
	Water Gap	1	LS	\$4,250.00	\$4,250.00	\$1,550.00	\$1,550.00	\$2,000.00	\$2,000.00	\$1,760.00	\$1,760.00
Martin Lane Bridge Subtotal					\$107,306.50		\$91,229.50		\$98,900.60		\$82,321.00
Crump Lane Bridge Project											
	Mobilization	1	LS	\$8,600.00	\$8,600.00	\$8,200.00	\$8,200.00	\$9,000.00	\$9,000.00	\$5,300.00	\$5,300.00
	Construction Staking	1	LS	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$734.00	\$734.00
	Traffic Control	1	LS	\$2,250.00	\$2,250.00	\$2,100.00	\$2,100.00	\$2,010.00	\$2,010.00	\$2,211.00	\$2,211.00
	Removals	1	LS	\$2,900.00	\$2,900.00	\$5,000.00	\$5,000.00	\$3,600.00	\$3,600.00	\$1,338.00	\$1,338.00
	Earthwork	1	LS	\$4,550.00	\$4,550.00	\$5,400.00	\$5,400.00	\$3,300.00	\$3,300.00	\$2,700.00	\$2,700.00
	Structural Steel Piles	125	LF	\$48.00	\$6,000.00	\$37.00	\$4,625.00	\$43.00	\$5,375.00	\$44.00	\$5,500.00
	BCPW Class D Concrete	17	CY	\$504.00	\$8,568.00	\$540.00	\$9,180.00	\$583.00	\$9,911.00	\$368.00	\$6,256.00
	Reinforcing Steel	1581	LBS	\$1.50	\$2,371.50	\$1.00	\$1,581.00	\$0.93	\$1,470.33	\$1.00	\$1,581.00

Precast Concrete Slab Units	1	LS	\$27,600.00	\$27,600.00	\$23,500.00	\$23,500.00	\$24,300.00	\$24,300.00	\$24,523.00	\$24,523.00
Prebored Holes	97	LF	\$47.50	\$4,607.50	\$52.00	\$5,044.00	\$34.00	\$3,298.00	\$36.00	\$3,492.00
Type C Asphaltic Concrete	79	TON	\$92.50	\$7,307.50	\$103.00	\$8,137.00	\$84.00	\$6,636.00	\$92.00	\$7,268.00
Gravel Base, Shoulder, Road Widening, Re-Surfacing, and Transitions	91	TON	\$58.00	\$5,278.00	\$24.50	\$2,229.50	\$40.00	\$3,640.00	\$22.00	\$2,002.00
Guardrail	100	LF	\$51.00	\$5,100.00	\$30.00	\$3,000.00	\$15.79	\$1,579.00	\$41.00	\$4,100.00
Type II Rock Blanket	118	CY	\$27.00	\$3,186.00	\$28.00	\$3,304.00	\$14.93	\$1,761.74	\$38.00	\$4,484.00
Seed, Fertilize, & Mulch	1	LS	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250.00	\$1,650.00	\$1,650.00
Fencing	90	LF	\$8.25	\$742.50	\$10.50	\$945.00	\$10.11	\$909.90	\$11.00	\$990.00
Water Gap	1	LS	\$4,250.00	\$4,250.00	\$1,550.00	\$1,550.00	\$2,022.74	\$2,022.74	\$1,760.00	\$1,760.00
Bridge Subtotal				\$88,014.00	\$66,795.50	\$66,795.50	\$82,563.74	\$82,563.74	\$75,889.00	\$75,889.00
TOTAL FOR ALL FOUR BRIDGE LOCATIONS				\$454,784.25	\$377,198.50	\$377,198.50	\$377,160.18	\$377,160.18	\$355,289.00	\$355,289.00

Addendum #1	Yes	Yes	Yes	Yes
Revised Bid Form	No	Yes	No	Yes
Statement of Bidder's Qualifications	Yes	Yes	Yes	Yes
Anti-Collusion Statement	Yes	Yes	Yes	Yes
Signature & Identify of Bidders	Yes	Yes	Yes	Yes
Bidder's Acknowledgment	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes

7/22/05

DATE

10349

Widel, Inc.

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

317-2005

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

#48-07JUL05

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2045

Ship To Department # 2045

Department				Account				Item Description	Qty	Unit Price	Amount	
2	0	4	5	7	1	1	0	0	Southern Boone County Bridge Projects	1	355383.00	355383.00
									10% Contingency			35538.00
									Total			390921.00

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.

Requesting Official

Auditor Approval

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 **Widel, 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 48-07JUL05
Southern Boone County Bridge Projects
 Project No. 9670
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$355,383.00.

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. Bidders 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. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates—Annual Wage Order No. 11
19. Boone County Standard Terms and Conditions
20. Plan Sheets
21. Geotechnical Reports
22. Permits

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:

Three Hundred Fifty Five Thousand Three Hundred Eighty Three Dollars and no cents (\$355,383.00)

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 4 AUG 2005 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: **Widel, Inc.**

[Signature]
Wendy Noreh, County Clerk

By: Elizabeth Widel
Authorized Representative Signature

By: ELIZABETH WIDEL
Authorized Representative Printed Name

Title: PRESIDENT

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

2045/71100 - \$355,383.00

[Signature]
Signature by se

7/26/05
Date

Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 4th day of August 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 50-19JUL05 for Soft Pit Hill Road Improvement Project to Boone Construction Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 4th day of August, 2005.

Keith Schnarre
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

Heather Turner, CPPB
Buyer



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

318-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: July 25, 2005
RE: 50-19JUL05 Soft Pit Hill Road Improvement Project

The Bid for Soft Pit Hill Road Improvement Project closed on July 19, 2005. Four bids were received. Purchasing and the Public Work's department recommend award to Boone Construction Company for submitting the low bid.

Total cost of contract is \$79,472.65 with a 10% contingency of \$7,947.00 for a total Purchase Order amount of \$87,419.65. This contract will be paid out of department 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The original budget was \$75,000.00. Please see the attached memo from Don Abell outlining the award amount and expected adjustments in the current budget to fund the projects.

Please find attached a copy of the bid tabulation and memo from Public Works for your review.

ATT: Bid Tabulation
Public Works Memo

cc: Don Abell, Public Works
David Mink, Public Works
Bid File

Boone County Public Works



Don Abell, P.E.
Manager
Engineering Design and Construction

5551 Highway 63 South
Columbia MO 65201-9711
Phone (573) 449-8515 ext. 236
Fax (573) 875-1602
E-mail: dabel@boonecountymmo.org

TO: Melinda Bobbitt, CPPB – Director of Purchasing
FROM: Don Abell, Manager - Public Works Design & Construction *DA*
DATE: July 24, 2005
RE: BID AWARD RECOMMENDATION
BID #50-19JUL05 – Soft Pit Hill Road Improvement Project

The Public Works Department recommends award of the **Soft Pit Hill Road Improvement Project** contract to the low bidder **Boone Construction Company**.

The Construction bid amount exceeds the budgeted amount by \$4,472.65 for this project, and other costs have been incurred to relocate a utility pole and satisfy wetlands mitigation requirements that total \$20,151.62. This will bring total project cost to \$99,624.27. One option is to reject all bids, modify the plans, and rebid the project. However, I do not recommend this option for the following reasons:

- I feel that there are no bid items that can be eliminated from the contract to reduce the cost. Everything in the plans and specifications are necessary for the proper completion of these projects. (No extras were included.)
- Due to the current economy, increased fuel costs, increased material costs, increased prevailing wage rates, etc.; nearly all bids for public sector projects this year have been over budget. Therefore, I do not feel that rebidding at a later date will result in a lower cost and will more likely result in a higher cost.
- Re-bidding will delay the start of construction and these projects will not be completed within the 2006 construction season.

If awarded I propose that the additional costs be offset by adjustments within the current budget. (See attachment.)

c: David Mink, Director - Public Works
Matt Vander Tuig, Project Engineer
John Watkins, Project Development Manager

Boone County Public Works

Date:

07/20/05

Summary of Proposed Budget Adjustments for Over Budget Bid Amounts

	Budget Amount	Low Bid Amount	Other Project Costs	Difference	Percent Over/Under Budget
Projects bid in '05 to date that were awarded over budget amount:					
Bethel Church Road Culvert:	\$20,000.00	\$28,210.00		-\$8,210.00	-41.1%
Boatman Hill Road Storm Pipe:	\$60,000.00	\$77,988.00		-\$17,988.00	-30.0%
Wolfe/ McQuitty Intersection:	\$60,000.00	\$65,311.00		-\$5,311.00	-8.9%
North Bridge Projects:	\$240,000.00	\$262,902.00		-\$22,902.00	-9.5%
South Bridge Projects:	\$330,000.00	\$355,383.00		-\$25,383.00	-7.7%
Soft Pit Hill Road:	\$75,000.00	\$79,472.65	\$20,151.62	-\$24,624.27	-32.8%
Sub-Total of over-budget bids:	\$786,000.00	\$869,266.65		-\$84,266.65	-10.7%
Contingency allowances:		\$86,926.67		-\$86,926.67	
Total of over-budget bids:		\$956,193.32		-\$171,193.32	

Projects in '05 budget with anticipated cost saving to offset amounts above:

	Budget Amount	Low Bid Amount	Amount to be reserved for work or extra work in contract	Difference	Percent offset funds vs budget
Projects bid in '05 to date that were awarded under budget amount or Budgeted Projects/Purchases that are no longer required:					
Lipscomb Bridge Repairs:	\$75,000.00	\$0.00	\$35,000.00	\$40,000.00	53.3% Re-evaluated repairs/ maintenance needed
Dozier Station Road:	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.0% Changed to maintenance project
Base Flood Elevation Determinations:	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.0% FEMA is now going to determine
Minor Hill Road Design :	\$35,000.00	\$0.00	\$10,000.00	\$25,000.00	71.4% Make an in-house design (keep some for geotech)
Total of Proposed Offset Funds:	\$185,000.00	\$0.00	\$45,000.00	\$140,000.00	75.7%

Total Difference:	-\$31,193.32
--------------------------	---------------------

Emergency Funds are also available if needed at the end of the year.

7/25/05

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE	8400			VENDOR NAME	Boone Construction Company		PHONE #	
VENDOR NO.				ADDRESS	CITY	STATE	ZIP	318-2005

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

<input checked="" type="checkbox"/> Bid /RFP (enter # below) <input type="checkbox"/> Sole Source (enter # below) <input type="checkbox"/> Emergency Procurement (enter # below) <input type="checkbox"/> Written Quotes (3) attached (>\$750 to \$4,449) <input type="checkbox"/> <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750) <input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103)	Transaction Not Subject To Bidding For The Following Reason: <input type="checkbox"/> Utility <input type="checkbox"/> Travel <input type="checkbox"/> Dues <input type="checkbox"/> Refund <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other (Explain):	<input type="checkbox"/> Training <input type="checkbox"/> Pub/Subscriptions <input type="checkbox"/> Required Gov Payment <input type="checkbox"/> Agency Fund Distribution
--	---	---

#50-19JUL05
(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2045

Ship To Department # 2045

Department					Account					Item Description	Qty	Unit Price	Amount
2	0	4	5		7	1	1	0	0	Soft Pitt Hill Road Improvement Project	1	79472.65	79472.65
										10% Contingency			7947.00
										Total			87419.65

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.



 Requesting Official



 Auditor Approval

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 Boone Construction Company (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 50-19JUL05
Soft Pit Hill Road Improvement Project
 Project No. 9601
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$79,472.65.

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. Bidders 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. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions
20. Plan Sheets

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.

NOTICE TO PROCEED

DATE: August 25, 2005

TO: Boone Construction Co.

ADDRESS: 5611 Brown Station Road
Columbia, MO 65205

PROJECT: Bid Number 50-19 JUL 05
Soft Pit Hill Road Improvement Project

You are hereby notified that the Contract Time under the above contract will commence on **August 29, 2005, and shall be substantially completed on or before October 1, 2005.** You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, **Total Completion shall be achieved by October 31, 2005.**

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.

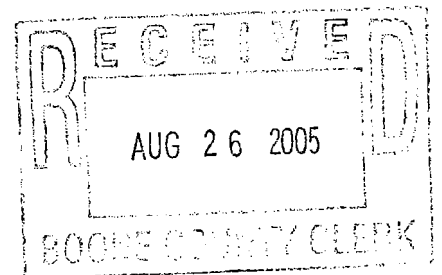
A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: John P. Watkins II
Date: 8/25/05

John P. Watkins II
Project Development Manager

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



318-2005

3/9-2005

Boone County Purchasing
 Kerry Patton
 Office Specialist



601 E. Walnut, Room 209
 Columbia, MO 65201
 Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
 FROM: Kerry Patton
 RE: Computers, Monitors and Printers
 DATE: July 26, 2005

The following items have been identified as surplus. The Purchasing Department is requesting approval for disposal by auction. Item # 12 will be destroyed.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	09163	15" Monitor	View Sonic	1564	Poor, but working	5243255136
2.	10864	Laser Printer	Lexmark	Optra R +	Working	11GAD13
3.	10865	Laser Printer	Lexmark	Optra R+	Working	11GAC89
4.	10882	17" Monitor	View Sonic	17GS	Poor, but working	J965158898
5.	11464	17" Monitor	OptiQuest	Q71	Non Working	5G80353243
6.	12125	17" Monitor	LG	790SC	Poor, but working	903KG00009
7.	12325	PC	Compaq	IPAQ	Poor, but working No hard drive or ram	9017dzg4k207
8.	12742	File server	Proliant	ML370 Pentium III	Working, But All Hard drives have been removed	D044fd61k439
9.	12772	PC	COMPAQ	IPAQ P733	Poor, but working No Hard drive or Ram	5E12FTD450NG
10.	12774	PC	Compaq	IPAQ	Poor, but working, No Harddrive, No Ram	5E12FTD41117
11.	13446	17" Monitor	Gateway	EV700	Working	MU17046C024379 8
12.	12195	Microwave	Sharp		Non Working/	18637

cc: Sue Lake, Auditor
 Trudy Fisher, IT
 Surplus File

CERTIFIED COPY OF ORDER

319 -2005

STATE OF MISSOURI }
County of Boone } ea.

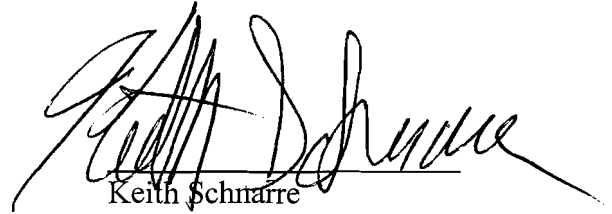
August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 4th day of August 20 05

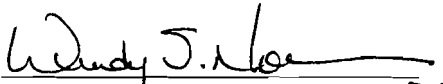
the following, among other proceedings, were had, viz:

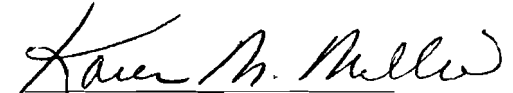
Now on this day the County Commission of the County of Boone does hereby authorize the disposal of computers, monitors and printers as listed on the July 26, 2005 memo from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms.

Done this 4th day of August, 2005.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

August Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

4th

day of

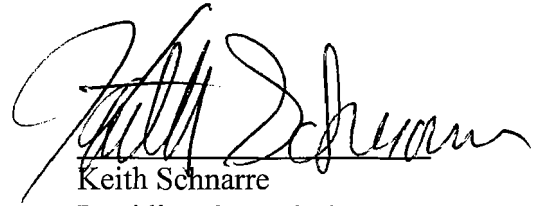
August

20 05

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 a 1984 Chevrolet Blazer (VIN 1G8ED18J7EF152398). It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms

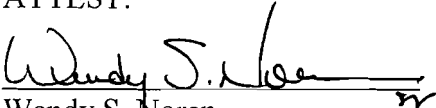
Done this 4th day of August, 2005.



Keith Schnarre

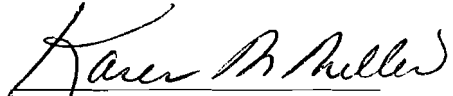
Presiding Commissioner

ATTEST:



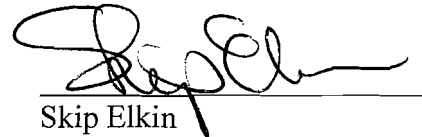
Wendy S. Noren

Clerk of the County Commission



Karen M. Miller

District I Commissioner



Skip Elkin

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

MEMORANDUM

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

RE: Disposal of 1984 Chevrolet Blazer

DATE: July 26, 2005

The Purchasing Department is requesting permission to dispose of the following:

1984 Chevrolet Blazer
Vin #: 1G8ED18J7EF152398

Purchasing and the Sheriff's department recommend trying GovDeals for the initial disposal. If we are not successful, then we will use one of the car auctions for the disposal.

This vehicle was originally donated to us by the Missouri Department of Public Safety. Attached is a Memo from them which gives us permission to "dispose of this vehicle locally as you would any other department owned surplus property".

cc: Sue Lake, Auditor
Greg Edington, PW
Captain Braun, Sheriff

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

4th

day of

August

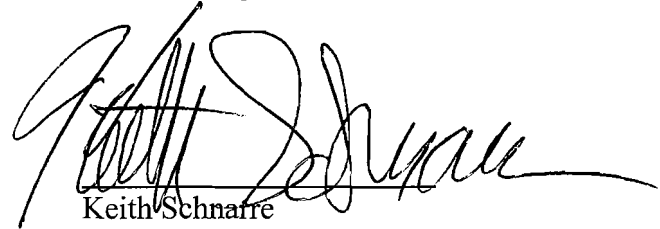
20 05

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

Due to the legislative changes to section 67.469 RSMo as enacted during the First Regular Session, 93rd General Assembly, the Boone County Commission does hereby order:

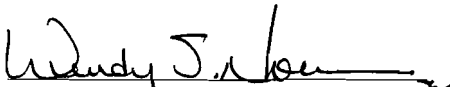
1. That liens held by the county on parcels located within Neighborhood Improvement Districts upon which the annual assessments become delinquent for non-payment shall be foreclosed upon in the same manner as foreclosure upon real property for unpaid real estate taxes;
2. And that upon foreclosure of the lien for unpaid annual assessments the entire remaining balance for all assessments against the property shall be recovered through the tax sale.

Done this 4th day of August, 2005.

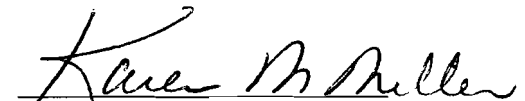


Keith Schnarre
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner


BOONE COUNTY COLLECTOR

MEMORANDUM

BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT, RM. 118
COLUMBIA, MO 65201-7727

PHONE (573) 886-4285
TELECOPIER (573) 886-4294

TO: KEITH SCHNARRE
KAREN MILLER
SKIP ELKIN

FROM: PAT LENSMEYER 

DATE: JULY 11, 2005

TOPIC: LEGISLATIVE CHANGES IMPACTING NIDS PROCEDURES

COPIES: JOHN PATTON
JOHN WATKINS

The Governor has signed the following three bills with language (same or similar in each) affecting NIDs administration: CCS SS SCS HCS HB 58, CCS HCS SS SCS SB 210, and SS SCS HCS HB 186. The sections changed relating to NIDs are: 67.459, 67.469, 140.150 & 140.160. See the bills for specific language.

Following is a summary of changes by section:

- 67.459
 - Adds that expenses of the benefit are to be assessed proportionately to each unit of a condominium or equitable owner association ownership
- 67.469
 - Lien on special assessment (NID) may be foreclosed in the same manner as tax upon real property by land tax sale **or**, by judicial foreclosure *at the option of the governing body*
 - Upon foreclosure of the lien, the entire remaining assessment *may* (changed from shall) be recoverable *at the option of the governing body*
- 140.150
 - Adds NID special assessment to tax sale law
- 140.160
 - Adds NIDs billings to tax sale law requirement of selling (foreclosing) within 3 years after delinquency – I do two years in Boone County.

My recommendations:

- We should continue to foreclose through the tax sale process rather than the judicial process. Procedures are already in place, the time lines are clearly established and it is much less expensive. In most instances both the real estate and NID bills will be delinquent and foreclosure through the tax sale for the real estate bills will already be occurring.

- We should foreclose on the entire remaining unpaid assessment. If we do not foreclose on the entire remaining unpaid assessment, and a collector's deed is subsequently issued, the county's lien on the property could be extinguished. There is great potential any balance due would not be collectible.
- The petition to create a NID and/or the commission order to proceed should specify that in the case of foreclosure for non-payment of the annual billings, the property will be sold through the tax sale process.

I am requesting the Commission issue an order to address the legislative changes as per my recommendations.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 4th day of August 20 05

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

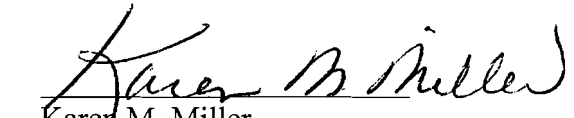
Now on this day the County Commission of the County of Boone does hereby approve the Engineering Services Contract with Harrington and Cortelyou, Inc. for the Perche Creek bridge project in McBaine. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

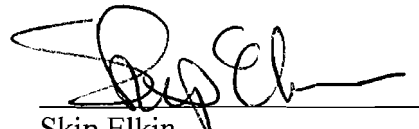
Done this 4th day of August, 2005.


Keith Schrarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ENGINEERING SERVICES CONTRACT

BOONE COUNTY, MISSOURI

CART Road No. : 487
 Project No. : BRO-B010(18)
 Bridge No. : 48700342

THIS CONTRACT is between Boone County, Missouri hereinafter referred to as the "Local Agency", and Harrington & Cortelyou, Inc., 911 Main Street, Suite 1900, Kansas City, Missouri 64105, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its (Off-System Bridge Replacement Program) coordinated through the Missouri Department of Transportation, the Local Agency intends to construct the project above and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed in the attached Articles I through XVII for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

- Preliminary Design Phase - Within 150 calendar days.
- Final Design Phase - Within 135 calendar days.
- Construction Phase - On a schedule so as not to delay the Contractor.

Compensation for the services outlined in Article VI shall be as follows:

For Design and Bidding Services:

- Actual Costs	\$ 46,850
Plus a fixed fee of	<u>4,950</u>
with a maximum amount payable of	\$ 51,800

For Construction Services:

- Actual Costs	\$ 22,340
Plus a fixed fee of	<u>760</u>
with a maximum amount payable of	\$ 23,100

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

322-2005

Effective the 4 day of AUGUST, 2005, Boone County, Missouri a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Harrington & Cortelyou, Inc.

Project/Work Description: Design and plan development of a new bridge over ~~Cedar~~ ^{Perche} Creek and road realignment at McBaine, Missouri.

Modifications to Proposal: Fees and expenses shall not exceed without prior written approval of Owner; \$51,800 for design and bidding services and \$23,100 for construction services.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the

approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

CONSULTANT

By: Mark L Huck

Title: Vice President

Date: July 25, 2005

Attest: Pamela R. Corbett

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

David [Signature] 7/26/05
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By: [Signature]
Presiding Commissioner

Date: 4 AUGUST 2005

ATTEST:

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Wendy S. [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.

Jane E. Petchfield 7/27/05
Auditor Date

The following ARTICLE I through XVII are required by MoDOT for BRO Projects and made part of the Engineering Services Contract.

ARTICLE I - SCOPE OF SERVICES

A. DESIGN PHASE - The Engineer will:

1. Determine the needs of the Local Agency for the project;
2. Conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. Arrange for subsurface investigations if needed;
4. Conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;
5. Submit four copies of preliminary plans, estimates and studies for review by the Local Agency and Missouri Department of Transportation (MoDOT);
6. Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;
7. Where required, bridge structures will be designed in accordance with the Guide Specification for Seismic Design of Highway Bridges, as published by the American Association of State Highway and Transportation Officials;
8. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project;
9. Ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also ensure compliance with the requirements of the Federal Emergency Management Agency (FEMA);
10. Ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis;
11. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary; and
12. Provide the Local Agency with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.

B. BIDDING PHASE - The Engineer will:

1. Upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. Provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and
3. Assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. Assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;

2. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. Check shop drawings and review schedules and drawings submitted by the Contractor;
4. Reject work not conforming to the project documents;
5. Prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
6. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. Be present during critical construction operations, including but not limited to the following:
 - a. Structure layout;
 - b. Excavation and backfilling;
 - c. Driving of piles;
 - d. Checking of reinforcing steel prior to concrete placement;
 - e. Concrete batching and pouring;
 - f. Placement of girders; and
 - g. Placement of surfacing materials; and
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

ARTICLE II - ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval by MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE III - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. Make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. Provide the Engineer with the Local Agency's requirements for the project;
- C. Make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. Examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. Designate a person in the Local Agency's employ to act as Local Agency's representative under this contract, such person to have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement;
- F. Perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project; and
- G. Furnish an inspector to observe the contractor's day-to-day operations.

ARTICLE IV - PERIOD OF SERVICE (*See first page of contract for schedules)

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. Preliminary Design Phase - Within ___*___ calendar days after receipt of notice to proceed;
- B. Final Design Phase - Within ___*___ calendar days after completion of review of preliminary plans by Local Agency and MoDOT; and
- C. Construction Phase - As desired by the Local Agency and on a schedule so as not to delay the Contractor. All services under this contract will be completed 30 days after final acceptance of construction work.

The above times are exclusive of review time by other agencies and exclusive of time needed to acquire right-of-way. The Local Agency will grant time extensions for unavoidable delays beyond the control of the Engineer. Requests for extensions of time should be requested in writing by the Engineer, stating fully the reasons for the request.

ARTICLE V - STANDARDS

Design criteria and project planning will be in accordance with Missouri Standard Specifications for Highway Bridges and A Policy on Geometric Design of Highways and Systems as promulgated by the American Association of Highway and Transportation Officials and as contained in the Local Public Agency Manual. The latest version of Missouri Standard Specifications for Highway Construction will be used for contract specifications, with appropriate modifications thereto by the Engineer.

ARTICLE VI - COMPENSATION (*See first page of contract for fees)

For services provided under this contract, the Local Agency will compensate the Engineer as follows: (choose one)

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ __*__, with a ceiling established for said design services in the amount of \$ __*__, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ __*__, with a ceiling established for said inspection services in the amount of \$ __*__, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment A. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article II - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus 146.0% for overhead of which,
 - 2. An amount estimated at 70% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus;
 - 3. An amount estimated at 76.0% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus;
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus;
 - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VI. D.2 and VI D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CRF Part 172 and 48 CFR Part 31.

- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than one invoice per month. A pro-rated portion of the fixed fee will be paid with each invoice.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of services, such as surveying, foundation borings and tests, abstracts of title, archaeological studies, material testing.

ARTICLE IX - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE X - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of three years after the consultant receives payment of their final invoice from the Local Agency. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XI - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XII- TERMINATION

The Local Agency may terminate the contract at any time by giving written notice. If the contract is terminated because the project is abandoned or postponed by the Local Agency, the Engineer will be paid for actual expenses incurred up to the date of termination, plus a pro-rated portion of the fixed fee.

If the contract is terminated due to the Engineer's services being unsatisfactory in the judgment of the Local Agency, or if the Engineer fails to prosecute the work with due diligence, the Local Agency may procure completion of the work in such manner as it deems to be in the best interest of the Local Agency. The Engineer will be responsible for any excess cost in addition to that provided for in this contract or any damages the Local Agency may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

ARTICLE XIII - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XIV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XV - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XVIII - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

- Attachment A - Estimate of Cost
- Attachment B - Breakdown of Overhead Rates
- Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
- Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - lower Tier Covered Transactions



DESIGN AND BIDDING PHASE (Avg. 2005 & 2006 Rates)

Labor Costs

Principals	12	Hrs.	@	\$46.69	=	\$	560
Senior Engineers	76	Hrs.	@	\$40.80	=		3,101
Engineers	208	Hrs.	@	\$28.91	=		6,013
Technicians	160	Hrs.	@	\$23.69	=		3,790

456 \$ 13,464

Overhead 146%

19,657

Estimated Expenses

Travel and Subsistence	375
Printing and Reproduction	119
Computer Charges & Equipment Rental	375
Phase 1 Cultural Resources Survey	1,000
Surveying Services	9,360
Soil Borings	2,500

Total Estimated Expenses = 13,729

Total Estimated Costs = \$ 46,850

Fixed Fee = 4,950

ESTIMATED TOTAL DESIGN AND BIDDING PHASE FEE = \$ 51,800

CONSTRUCTION PHASE (2006 Rates)

Labor Costs

Principals	12	Hrs.	@	\$47.83	=	\$	574
Engineers	36	Hrs.	@	\$41.79	=		1,504

48 \$ 2,078

Overhead 146% ±

= 3,034

Expenses

Local Assistant	216	Hrs.	@	\$75.65	=		16,340
Travel and Subsistence				535	=		
Allowance for Testing				353	=		888

Total Estimated Expenses = 17,228

Total Estimated Costs = \$ 22,340

Fixed Fee = 760

ESTIMATED TOTAL CONSTRUCTION PHASE FEE = \$ 23,100

SALARY BASE		HRS.	\$	%
500	PRODUCTIVE SALARIES	40005	1067885.27	
DIRECT SALARY OVERHEAD				
600	PTO (PERSONAL TIME OFF)	4652	128573.10	12.04
601	HOLIDAYS	1848	49271.28	4.61
602	RTO (RESERVED TIME OFF)	152	3515.76	0.33
613	EMPLOYEE INCENTIVES		0.00	0.00
614	EMPLOYEE BENEFITS		10131.55	0.95
615	GROUP INSURANCE		340819.92	31.92
616	EMPLOYER FICA		139491.88	13.06
617	UNEMPLOYMENT INSURANCE		2816.04	0.26
618	WORKMEN'S COMPENSATION INSUR		8201.00	0.77
619	MISC SALARY RELATED COSTS		0.00	0.00
	TOTAL		682820.53	63.94
GENERAL OVERHEAD				
700	STENO & ACCOUNTING SALARIES	3054	67098.52	6.28
701	PROFESSIONAL DEVELOPMENT	1072	29648.03	2.78
702	NON-PRODUCTIVE SALARIES	11575	327152.51	30.64
703	ADMINISTRATIVE SALARIES	986	37336.71	3.50
704	BUSINESS DEVELOP SALARIES	2691	92818.63	8.69
705	PRE-QUALIFICATION SALARIES	0	0.00	0.00
706	VARIANCE ACCOUNT		-2423.92	-0.23
810	ENGINEERING SUPPLIES		7280.95	0.68
811	OFFICE SUPPLIES & POSTAGE		38307.88	3.59
812	AUTOMOBILE EXPENSE		706.56	0.07
813	TEMP PERSONNEL EXPENSE		9017.28	0.84
814	BUSINESS DEVELOPMENT EXPENSE		11524.51	1.08
815	PRE-QUALIFICATION EXPENSES		3364.06	0.32
816	OCCUPANCY COSTS		201720.82	18.89
817	BUSINESS & PROPERTY TAXES		1811.83	0.17
818	GENERAL INSURANCE		4909.00	0.46
819	PROFESSIONAL LIABILITY INS		81635.00	7.64
821	AUTO-HIGHLANDER		-1028.84	-0.10
822	AUTO-SILVERADO		-561.34	-0.05
823	AUTO-EXPLORER		-1643.24	-0.15
910	TELEPHONE		18865.19	1.77
911	SUBSCRIPTIONS & REFERENCE		2698.78	0.25
912	PROFESSIONAL DEVELOPMENT		55484.42	5.20
913	DEPRECIATION & AMORTIZATION		38465.21	3.60
914	LEGAL FEES AND EXPENSES		6883.65	0.64
915	ACCOUNTING EXPENSES		1550.00	0.15
916	COMPUTER OPERATION EXPENSES		27174.49	2.54
917	MISCELLANEOUS EXPENSES		12533.60	1.17
	TOTAL		1072330.29	100.42

Unaudited for 2004 = 164.4%
Estimated Overhead for 2005 = 146.0%

	2005 Actual Salary Rates	2005 Average	2006 Average	2007 Average
Principals				
D. M. Waltemath	46.26			
K. R. Eisenbeis	44.83			
		45.55	47.83	50.22
Project/Senior Engineers				
M. S. Huck	41.52			
E. W. Neprud	38.94			
S. M. Warger	38.94			
		39.80	41.79	43.88
Design Engineers				
S. A. Pellegrino	36.06			
M. W. Carroll	33.05			
J. D. Stevenson	32.33			
S. D. Shafer	32.18			
J. M. Sarson	31.00			
P. N. Wuertz	23.99			
J. C. Tarbell	22.41			
J. C. Sebolt	21.55			
A. R. Bush	21.24			
		28.20	29.61	31.09
Technicians/Drafters				
J. K. Green	29.74			
J. L. Kelly	28.59			
T. L. Wells	28.02			
M. T. Lynn	21.12			
R. K. Farmer	16.38			
K. M. White	14.80			
		23.11	24.27	25.48
Special Consultants				
R. G. Crabtree	39.75			
H. G. Jones	39.50			
G. N. Pavlakis	38.00			
B. Krey	27.75			

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES -- PRIMARY COVERED TRANSACTION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal, that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

7/27/05

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

436

Harrington & Cortelyou, Inc.

816-421-8386

VENDOR NO.

VENDOR NAME

PHONE #

911 Main Street

Kansas City

MO

64105

ADDRESS

CITY

STATE

ZIP

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

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2045

Ship To Department # 2045

Department	Account	Item Description	Qty	Unit Price	Amount
		Engineering Services McBaine Bridge			
2 0 4 5	7 1 1 0 2	Design & Bidding	1	51800	51800
2 0 4 5	7 1 1 0 2	Construction Services	1	23100	23100

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.

Don Abell

Requesting Official

Se

Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 4th day of August 20 05

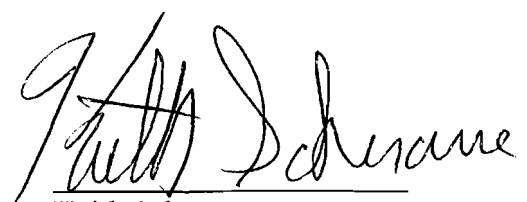
the following, among other proceedings, were had, viz:

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

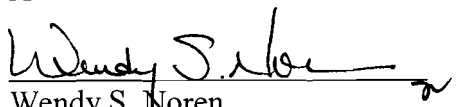
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86800: Emergency and Contingency	\$5,000.00	
1196-83160: Records Management Services – Recycling/Dumping		\$5,000.00


Said budget revision is to cover additional destruction of records.

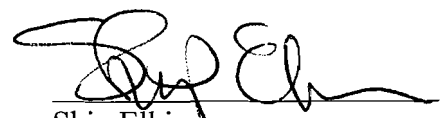
Done this 4th day of August, 2005.


 Keith Schnarre
 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

RECEIVED

7/21/05

EFFECTIVE DATE

JUL 25 2005

FOR AUDITORS USE

323-2005

Department				Account				Department Name	Account Name	BOONE COUNTY AUDITOR (Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
1	1	2	3	8	6	8	0	0	Emergency & Contin.	Emergency	5000.00	
1	1	9	6	8	3	1	6	0	RMS=Rcrds Mng. Ser	Recycling/Dump		5000.00

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): **We are concentrating on clearing the third floor of any records stored there, therefore we have a larger than average amount of destruction going on both from the third floor and at the Records Retention facility to make room for the non-destructable records.**

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): **This is a best guess estiment but looking at what we have pulled to destroy and what other offices are in the process of destroying I believe the amount of \$5000.00 will sufficiently cover the year 2005. There is always the possibility of an unforeseen exigency. Attached you will see the requests for destruction that are ready to go pending funds. Civic recycling costs run \$.08 lb and we have 595 boxes ready weighing aprox. 60 lbs. each. 595 x 60 = 35,700.00 35,700.00 x .08 = \$2,856.00**


 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:

*Commission
 Agenda*

Auditor's Office


 PRESIDING COMMISSIONER


 DISTRICT I COMMISSIONER


 DISTRICT II COMMISSIONER

7/26/2005

2005 Emergency Fund
1123-86800

<u>DATE</u>	<u>DEPARTMENT</u>	<u>DEPT. NO.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>BALANCE</u>	<u>DESCRIPTION</u>
1/1/2005	Original budget			675,000	675,000	Original budget
3/4/2005	Child Support IV-D	1263	91100 Furniture & Fixtures	(1,485)	673,515	Purchase modular unit for secretary
3/10/2005	Recorder	1160	92000 Replcmt Office Equipment	(1,500)	672,015	Purchase replacement fax (ON HOLD)
6/6/2005	Human Resources	1115	60050 Equipment Service Contract	(250)	671,765	Copy machine maintenance
7/26/2005	Records Management Services	1196	83160 Recycle & Dump Fees	(5,000)	666,765	Records destruction
			Total Revisions	<u>(8,235)</u>		

7/26/2005

FY 2005
Budget Amendments/Revisions
Records Management Services (1196)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>
1	7/26/2005	1123-86800	Emergency		5,000	Records destruction
		1196-83160	Recycling & Dump Fees	5,000		

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: 6/1/2005

To: Human Resources

The records listed below are eligible for destruction according to Missouri State Record Retention schedules. Please review this list and verify that these records are eligible for destruction. Sign and Return this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
		1997: Operating Statements	1999 1999
		Payment Requisitions	1999
		Recruitment Documentation	
		Payroll Logs/Summary Sheets	
		1998: Operating Statements	2000 2000
		Payment Requisitions	2000
		Recruitment Documentation	
		Payroll Logs/Summary Sheets	
		Purchasing Committee Documents	
		1999: Operating Statements	2001 2001
		Payment Requisitions	
		Recruitment Documentation	
		Payroll Logs/Summary Sheets	
		Purchasing Committee Documents	
		1999: Position Folders/Postings	2005
		HR Applications ¹⁹⁹⁷ Boxes 1-3	2002
		1998 HR Applications Boxes 1-3	2003
		1999 HR Applications Boxes 1-4	2004

If you have Questions, Please Contact Me. Thank You.
Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.

Signature: Betty Dehne Title: HR Director Date: 6-1-05

The records listed above were removed from the Record Retention Center inventory and Destroyed on _____

AK havel

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: 6/1/2005

To: Human Resources

The records listed below are eligible for destruction according to Missouri State Record Retention schedules.
Please review this list and verify that these records are eligible for destruction.
Sign and Return this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
1		1997: Operating Statements	1999 1999
		Payment Requisitions	1999
		Recruitment Documentation	
		Payroll Logs/Summary Sheets	
2		1998: Operating Statements	2000 2000
		Payment Requisitions	2000
		Recruitment Documentation	
		Payroll Logs/Summary sheets	
		Purchasing Committee Documents	
3		1999: operating statements	2001 2001
		Payment Requisitions	
		Recruitment Documentation	
		Payroll Logs/Summary Sheets	
		Purchasing Committee Documents	
4 5 6 7		1999: Position Folders/Postings	2005
		HR Applications ¹⁹⁹⁷ Boxes 1-3	2002
		1998 HR Applications Boxes 1-3	2003
		1999 HR Applications Boxes 1-4	2004

If you have Questions, Please Contact Me. Thank You.
Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.

Signature Betty Dechaste Title HR Director Date 6-1-05

The records listed above were removed from the Record Retention Center inventory and Destroyed on _____

9 Boxes

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: _____
 To: Sheriff's Department

The records listed below are eligible for destruction according to Missouri State Record Retention schedules.
 Please review this list and verify that these records are eligible for destruction.
Sign and Return this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
		April 1990 - December 1995 Accidents	2000
		Jan. 1996 - December 1998	2003
		January 1999 - December 1999	2004
		1985 Inmate Accounts Boxes 1-2	COA COA
		1986 Inmate Accounts Boxes 1-2	COA
		4-86 Thru 10-89 Closed Accounts Boxes 1-2	COA
		1987 Inmate Accounts Receipt Books Boxes 1-3	COA
		1988 Inmate Accounts Receipt Books ^{Boxes} 1-1	COA
		1989 Inmate Accounts Boxes 1-2	COA
		1990 Inmate Accounts Boxes 1-5	COA
		1994 Inmate Accounts Boxes 1-9	COA
		1995 Inmate Accounts Boxes 1-8	COA
		1996 Inmate Accounts Boxes 1-13	COA
		1997 Inmate Accounts Boxes 1-12	COA
		1998 Inmate Accounts Boxes 1-6	COA
		1998 Inmate Accounts Receipt Books ^{Boxes} 1-1	COA
		1999 Inmate Accounts Boxes 1-11	COA
		1999 Inmate Accounts Receipt Books ^{Boxes} 1-1	COA

If you have Questions, Please Contact Me. Thank You.

Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.

Signature _____ Title _____ Date _____

The records listed above were removed from the Record Retention Center Inventory and Destroyed on _____

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: _____

To: Sheriff's Department

The records listed below are eligible for destruction according to Missouri State Record Retention schedules.
Please review this list and verify that these records are eligible for destruction.
Sign and Return this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
		2000 Inmate Accounts Boxes 1-12	COA
		2000 Receipt Books Boxes 1-2	COA
		2000 Inmate Accounts Boxes 1-12	COA
		2000 Receipt Books Boxes 1-2	COA
		Inmate Accounts 2001 Boxes 1-12	COA
		2002 Inmate Accounts Boxes 1-12	COA
		Bond sheets Jan 02 - Dec 02	COA?
		1991 Inmate Accounts Boxes 1-2	COA
		1992 Inmate Accounts Boxes 1-2	COA
		1993 Inmate Accounts Boxes 1-2	COA
		1978-79 Visitor Log 1985-88 Mail logs	1993
		+ officer station logs Boxes 1-2	
		Jan 1973 through Jail Log ^{Boxes 1-10} Books	COA 1996
		Through through Feb 1991	COA

If you have Questions, Please Contact Me. Thank You.
Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.

Signature _____ Title _____ Date _____

The records listed above were removed from the Record Retention Center Inventory and Destroyed on _____

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: _____

To: _____

The records listed below are eligible for destruction according to Missouri State Record Retention schedules. Please review this list and verify that these records are eligible for destruction. Sign and Return this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
	Sheriff	1977 Inmate Files Boxes 1-3	1982
		1978 Inmate Files Boxes 1-4	1983
		1979 Inmate Files Boxes 1-4	1984
		1980 Inmate Files Boxes 1-7	1985
		1981 Inmate Files Boxes 1-6	1986
		1982 Inmate Files Boxes 1-6	1987
		1983 Inmate Files Boxes 1-6	1988
		1984 Inmate Files Boxes 1-6	1989
		1985 Inmate Files Boxes 1-8	1990
		1986 Inmate Files Boxes 1-8	1991
		1987 Inmate Files Boxes 1-9	1992
		1988 Inmate Files Boxes 1-13	1993
		1989 Inmate Files Boxes 1-10	1994
		1990 Inmate Files Boxes 1-14	1995
		1991 Inmate Files Boxes 1-13	1996
		1992 Inmate Files Boxes 1-15	1997
		1993 Inmate Files Boxes 1-21	1998
		1994 Inmate Files Boxes 1-22	1999

Microfy

If you have Questions, Please Contact Me. Thank You.
Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.

Signature

[Handwritten Signature]

Title

[Handwritten Title]

Date

5-23-05

The records listed above were removed from the Record Retention Center inventory and Destroyed on _____

+
349 boxes

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: _____

To: _____

The records listed below are eligible for destruction according to Missouri State Record Retention schedules.
Please review this list and verify that these records are eligible for destruction.
Sign and Return this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
		1995 Inmate Files Boxes 1-34	2000
		1996 Inmate Records Records Boxes 1-47	2001
		1997 Inmate Records Boxes 1-32	2002
		1998 Inmate Records Boxes 1-31	2003
		1999 Inmate Files Files Boxes 1-30	2004

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If you have Questions, Please Contact Me. Thank You.
Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.
Signature [Signature] Title Jim Alms Date 5-23-05

The records listed above were removed from the Record Retention Center inventory and Destroyed on _____

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: 3/15/2005

To: Boone County
Clerks Office

The records listed below are eligible for destruction according to Missouri State Record Retention schedules.
Please review this list and verify that these records are eligible for destruction.
Sign and Return this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
	County Clerk	1995 A.P.'s # 2-116	2002
		1995 A.P.'s # 118-229	2002
		1995 A.P.'s # 230-371	2002
		1995 A.P.'s # 377-567	2002
		1995 A.P.'s # 570-778	2002
		1995 A.P.'s # 775-1028	2002
		1995 A.P.'s # 1034-1423	2002
		1995 A.P.'s # 1441-1766	2002
		1995 A.P.'s # 1772-2558	2002
		1995 A.P.'s # 2574-3141	2002
		1995 A.P.'s # 3153-3503	2002
		1995 A.P.'s # 3504-4024	2002
		1995 A.P.'s # 4027-4379	2002
		1995 A.P.'s # 4380-4930	2002
		1995 A.P.'s # 4931-5364	
		1995 A.P.'s # 4933-5364	2002
		1995 A.P.'s # 5372-5660	2002
		1995 A.P.'s # 5780-5928	2002

If you have Questions, Please Contact Me. Thank You.
Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.

Signature _____

Title _____

Date _____

The records listed above were removed from the Record Retention Center inventory and Destroyed on _____

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: 3/15/05

To: Boone County
Clerks Office

The records listed below are eligible for destruction according to Missouri State Record Retention schedules. Please review this list and verify that these records are eligible for destruction. Sign and Return this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
	11	1996 A.P.'s 1 - 115	2003
	11	1996 A.P.'s 116 - 228	2003
	11	1996 A.P.'s 229 - 300	2003
	11	1996 A.P.'s 301 - 430	2003
	11	1996 A.P.'s 431 - 630	2003
	11	1996 A.P.'s 631 - 830	2003
	11	1996 A.P.'s 831 - 1039	2003
	11	1996 A.P.'s 1040 - 1395	2003
	11	1996 A.P.'s 1400 - 1766 ^{JAN} _{ADG}	2003
	11	1996 A.P.'s 1766 ^{SEPT} _{DEC} - 2199	2003
	11	1996 A.P.'s 2200 - 2870	2003
	11	1996 A.P.'s 2879 - 3473	2003
	11	1996 A.P.'s 3476 - 3680	2003
	11	1996 A.P.'s 3684 - 4158	2003
	11	1996 A.P.'s 4161 - 4645	2003
	11	1996 A.P.'s 4647 - 5189	2003
	11	1996 A.P.'s 5192 - 5515	2003
	11	1996 A.P.'s 5517 - 5899	2003

If you have Questions, Please Contact Me. Thank You.

Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.

Signature _____

Title _____

Date _____

The records listed above were removed from the Record Retention Center inventory and Destroyed on _____

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: 3/15/2005

To: Boone County
Clerks Office

The records listed below are eligible for destruction according to Missouri State Record Retention schedules.
Please review this list and verify that these records are eligible for destruction.
Sign and Return this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
	County clerk	1996 A.P.'s 5902-6169	2003
	11	1996 A.P.'s 6170-6399	2003
	11	1996 A.P.'s 6400-6670	2003
	11	1996 A.P.'s 6671-6914	2003
	11	1997 A.P.'s 1-135	2004
	11	1997 A.P.'s 140-229	2004
	11	1997 A.P.'s 230-396	2004
	11	1997 A.P.'s 397-510	2004
	11	1997 A.P.'s 513-696	2004
	11	1997 A.P.'s 703-958	2004
	11	1997 A.P.'s 962-1177	2004
	11	1997 A.P.'s 1184-1676	2004
	11	1997 A.P.'s 1681-1913	2004
	11	1997 A.P.'s 1915-2773	2004
	11	1997 A.P.'s 2789-3473	2004
	11	1997 A.P.'s 3476-3719	2004
	11	1997 A.P.'s 3736-4092	2004
	11	1997 A.P.'s 4102-4697	2004

If you have Questions, Please Contact Me. Thank You.
Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.

Signature _____

Title _____

Date _____

The records listed above were removed from the Record Retention Center inventory and Destroyed on _____

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: 3/15/2005

To: Boone County
clerk's office

The records listed below are eligible for destruction according to Missouri State Record Retention schedules.
Please review this list and verify that these records are eligible for destruction.
Sign and Return this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
	County clerk's	1997 A.P.'s 4700-5197	2004
	11	1997 A.P.'s 5199-5636	2004
	4	1997 A.P.'s 5638-5995	2004
	11	1997 A.P.'s 5997-6499	2004
	11	1997 A.P.'s 6503-6960	2004
	11	1997 A.P.'s 6963-7170	2004
	11	1997 A.P.'s 7171-7397	2004
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			

If you have Questions, Please Contact Me. Thank You.
Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.

Signature [Signature] Title _____ Date _____

The records listed above were removed from the Record Retention Center inventory and Destroyed on _____

AUTHORIZATION FOR DESTRUCTION OF RECORDS

Date: 3/15/2005

To: Boone County
Clerks Office

The records listed below are eligible for destruction according to Missouri State Record Retention schedules.
Please review this list and verify that these records are eligible for destruction.
Sign and **Return** this form to the Record Center Manager as soon as possible.

Accession Number	Location Number	Dates/Description of Records	Destruction Date
	County Clerk	1997 Liquor Licenses A-7	1998
	ll	1998 Merchant Licenses A-7	2003
	ll	Boone County Bridge Bond Coupons	2/2001

If you have Questions, Please Contact Me. Thank You.

Record Center Manager _____

I have reviewed the above list and I certify that these records are eligible to be destroyed.

Signature

Title _____

Date _____

The records listed above were removed from the Record Retention Center inventory and Destroyed on _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

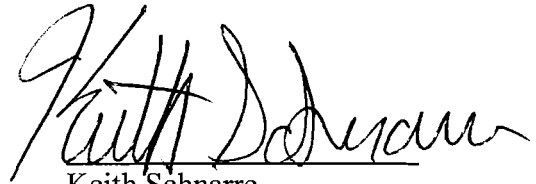
August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 4th day of August 20 05

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

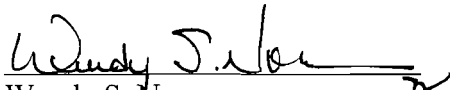
Now on this day the County Commission of the County of Boone does hereby approve the Contract for Services between Boone County and the Missouri Department of Natural Resources (Contract No. 06-27) for the Remonumentation Program. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 4th day of August, 2005.



Keith Schnarre
 Presiding Commissioner

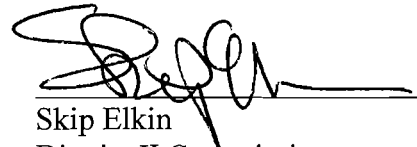
ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

324-2005
AUG 1 2005

CONTRACT FOR SERVICES
BY AND BETWEEN

MISSOURI DEPARTMENT OF NATURAL RESOURCES

BOONE COUNTY

AND

THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

CONTRACT NO. #06-27

THIS AGREEMENT entered into this 10th day of August, 2005 by and between BOONE COUNTY, Missouri (hereinafter called the "county"), and the DEPARTMENT OF NATURAL RESOURCES, (Director of the Department of Natural Resources, Director of Division of Geology and Land Survey, and State Land Surveyor) hereinafter called the "Department."

WHEREAS, the County desires to engage the Department to render certain services hereafter described in connection with delineation of section and quarter section corners of the United States Public Land Survey and known as the County Surveyor Cooperative Remonumentation Program.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF COUNTY SURVEYOR.** The County hereby agrees to engage the County Surveyor to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES.** The County Surveyor will remonument corners of the United States Public Land Survey, satisfying one of the following descriptions:
 - A. An original corner established by the original government surveyors under contract from the General Land Office or its successors in title, for which sufficient original evidence exists to definitely locate the position of said corner.
 - B. A perpetuated corner for which the records by county or other surveyors positively show that subsequent witness marks were placed and/or perpetuated when there was still positive evidence of the original witness marks identifying the corner placed by the original government surveyors, and provided the chain of perpetuation is not broken and evidence of the perpetuation exists.
 - C. A poorly monumented and/or documented corner whose basis for remonumentation is its long use and acceptance by local residents as the government corner, and/or its general agreement with the GLO survey in the area. Long usage is at least 20 years of undisputed use.
 - D. A county surveyor may make application for remonumentation of a corner that has been reestablished if there is record documentation verifying the twenty (20) year period, the corner is not in conflict with another corner, and the corner was reestablished by a county surveyor in accordance with the procedures outlined in the Missouri statutes for the reestablishment of a lost corner.
3. **PUBLIC NOTICE.** The County Commission shall publish a notice once each week for three consecutive weeks in some newspaper of general circulation published in the county. The County shall furnish the Department with a publication affidavit verifying the advertisement. The form of the notice is as follows:

"The following corners of the Original United States Public Land Survey will be remonumented. Any citizen wishing to file objections to the remonumentation of the existing corner marker shall do so with the State Land Surveyor, PO Box 250, Rolla, Missouri 65402 within 30 days."

(List of corners - to be furnished by the Department)

4. **INVESTIGATION OF OBJECTION TO REMONUMENTATION.** The State Land Surveyor shall investigate all objections to remonumentation and his decision will be final.
5. **DEPARTMENT TO FURNISH MONUMENTS.** The Department will furnish the County Surveyor with all necessary material (monuments, witness signs, posts and tree tags) required for remonumentation.

6. PROCEDURE.

- A. The county surveyor must meet the following deadlines in performing the work under this contract:
- 1) Submit to the Department of Natural Resources an application for remonumentation (partially completed Certified Land Corner Restoration Form) on each corner on or before September 30, 2005. The Department of Natural Resources will approve or disapprove within 30 days, and designate any corners required to be tied to the Missouri Coordinate System 1983.
 - 2) Start public notice publication on or before December 1, 2005;
 - 3) The remonumentation can begin when submitted corners have been approved and monuments delivered to the county surveyor;
 - 4) Submit completed Certified Land Corner Restoration Forms on or before March 1, 2006. The Department of Natural Resources will approve or disapprove the forms within 30 days; and
 - 5) Make any corrections to monumentation or forms and resubmit along with an invoice to the county on or before May 1, 2006. Failure to meet the above deadlines shall, at the option of the Department, be cause for termination of this contract after the County is duly notified in writing.
- B. Prior to the public notice and remonumentation, the County Surveyor will submit to the State Land Surveyor for his approval on each corner, a copy of a partially completed Certified Land Corner Restoration form containing the following information:
- 1) Description of the original monument and accessories including the book and page reference;
 - 2) a) Sufficient information to show justification of longstanding use by subsequent surveys (including book and page reference);
b) Sufficient information to show justification of longstanding use by local residents and measurements to show agreement with the GLO survey of the area; or
c) Sufficient information to show the corner meets the requirements of 2D.
 - 3) Description of corner evidence found;
 - 4) Sketch of corner, showing sufficient information to locate the corner position in the field, and a recommendation of the type and placement of monument and reference marks to be set.
- C. Upon approval and notification by the State Land Surveyor, the county court will publish a notice as described in paragraph 3 of this agreement.
- D. The County Surveyor may start remonumentation of those corners listed in the public notice with the type of monument approved by the State Land Surveyor upon receipt of the approved list of corners. Remonumentation shall be in accordance with the Department of Natural Resources' Specifications for Perpetuation of the Original United States Public Land Survey Corners.
- E. Upon completion of remonumentation the County Surveyor shall submit to the State Land Surveyor for approval, completed original Certified Land Corner Restoration forms on each corner monumented. All information will be typed or completed in black ink. Lettering or typing shall not be less than 8 point. In addition to the information required in 6B above, the form shall contain a description of the monument and accessories established to perpetuate the location of the corner. A sketch of the corner will be provided on the back of the form.
- F. Upon approval by the State Land Surveyor of the remonumentation and Certified Land Corner Restoration forms, reimbursement by the Department shall be made as outlined in paragraph 11 below.

- 7. **TERMINATION OF CONTRACT CAUSE.** If through any reasonable cause, the Department cannot fulfill its obligation under this contract, or if the County cannot for any reasonable cause fulfill its obligation, this contract can be terminated. In the event either party finds it necessary to request a cancellation such fact will be revealed without delay so that as much time as possible can be devoted to a settlement. Every effort will be made to prevent loss to the County or the Department.
- 8. **CHANGES.** The County or Department may, from time to time, require changes in the scope of services and the time of performance hereunder. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the County and the Department, shall be incorporated in written amendments to this contract.
- 9. **GOVERNING LAW.** This contract shall be interpreted under and governed by the laws of the State of Missouri.
- 10. **REIMBURSEMENT BY THE COUNTY.** The County agrees to reimburse the County Surveyor for his services rendered by the terms of this contract.
- 11. **REIMBURSEMENT BY THE DEPARTMENT.** The Department will reimburse the county \$200.00 for each corner remonumented not having a valid objection and remonumented in accordance with this agreement. The County will submit to the Department an invoice for these services along with a copy of the County Surveyor's invoice to the county. **THIS AGREEMENT SHALL BE SUBJECT TO THE OVERALL MAXIMUM OF \$2,000.00 FOR TEN (10) CORNERS.**
- 12. **CONTRACT PERIOD.** This contract shall expire on: June 1, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the aforementioned date.



 Presiding County Commissioner
 324-2005

4 AUGUST 2005
 (Date)



RECOMMENDED FOR APPROVAL:



 State Land Surveyor

8-9-2005
 (Date)

APPROVED:



 Director,
 Geological Survey & Resource Assessment Division

8-10-05
 (Date)

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

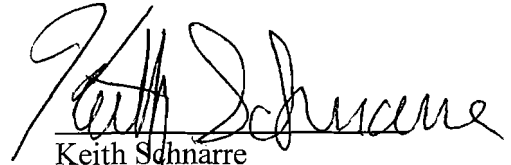
August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 4th day of August 20 05

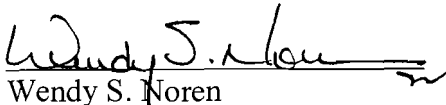
the following, among other proceedings, were had, viz:

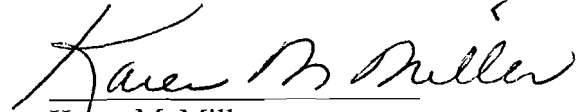
Now on this day the County Commission of the County of Boone does hereby accept the FY2004 Financial Statements as presented by KPMG, LLC. on July 28, 2005.

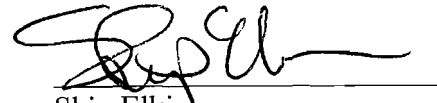
Done this 4th day of August, 2005.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.


August Session of the July Adjourned Term. 20 05

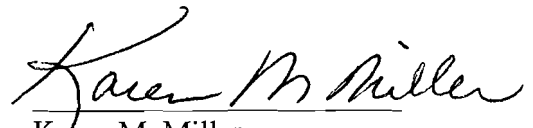
In the County Commission of said county, on the 4th day of August 20 05

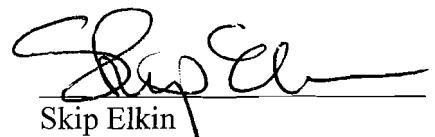
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Debbie Lancaster to the Mid-Missouri Regional Planning Commission Executive Committee for a term to run from July 1, 2005 to June 30, 2006.

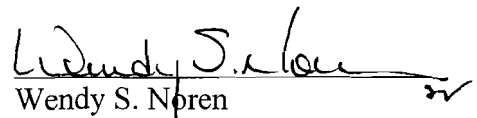
Done this 4th day of August, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 4th day of August 20 05

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

Now on this day the County Commission of the County of Boone does hereby appoint Russell Unger to the Central Region Workforce Investment Board for an interim that will expire on June 30, 2006.

Done this 4th day of August, 2005.

Keith Schnarre
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Commission order 327-2005

1202 Forum Drive
Rolla, MO 65401
573-364-7030 or 1-800-638-1401, ext. 140
Fax: 573-364-1865



*E-mail -
Jim Scott -
Kuman School*

Fax

To: Presiding Commissioner Schnarre **From:** Kevin Stadler

Fax: 573-886-4311 **Pages:** cover

Phone: **Date:** 7/29/2005

Re: C-WIB Board **CC:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Dear Commissioner Schnarre,

Larry Bloomer, the organized labor board member from Cole County has resigned from the board. Cheryl Thruston, from the AFL-CIO would like to move Curtis Chick from the Boone County slot to Cole County and appoint Russell Unger, who lives in Columbia to fill the Boone County slot.

If this meets with your approval, would you please sign below and fax this to me at 573-364-1865?

Please call me if you have any questions at 573-364-7030 ext. 140.

Thank you,

Kevin Stadler

Keith Schnarre signature

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STATE OF MISSOURI }
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August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the

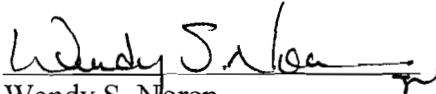
4th day of August 20 05

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

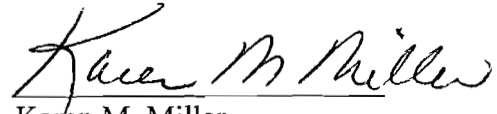
Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Friday, August 5, 2005 at 10:00 a.m. The meeting will be held in the Commission Chambers of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized 610.021(13) RSMo. to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Done this 4th day of August, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner