

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.


April Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 5<sup>th</sup> day of April 20 04

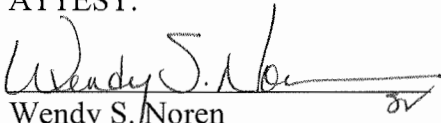
the following, among other proceedings, were had, viz:

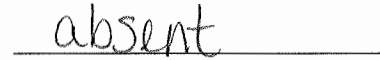
Now on this day the County Commission of the County of Boone does hereby award bid 15-23MAR04 for a Used Vehicle to Joe Machens Ford. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

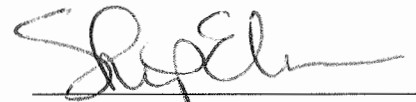
Done this 5<sup>th</sup> day of April, 2004.

  
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

Marlene Ridgway  
Buyer



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

129-2004

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 15-23MAR04 – Used Vehicle  
DATE: March 26, 2004

The Sheriff's department and the purchasing department have reviewed the bid received for the above referenced bid. We recommend awarding to Joe Machens Ford for a 2002 Ford Explorer for being the lowest and best bid meeting our minimum requirements. This vehicle is also available for immediate delivery. Total contract amount is \$21,500.00 to be paid from 2500 account 92400.

The bid tabulation is attached.

**Bid Tabulation**  
**15-23MAR04 - Used Vehicle**

4.7. <i>Pricing</i>		Don Brown Chevrolet		Joe Machens Ford	
4.7.1.	Cost of Vehicle per Section 2	\$ 22,382.00		\$ 21,500.00	
4.7.2.	Year and Make	2004	Chevrolet	2002	Ford
4.7.3.	Model and Color	Trail Blazer	Any Retail Color	Explorer	Blue
4.8.	List features or options of proposed vehicle	All Above Option Required		XLT= power windows, locks,	
		This SUV must be ordered		cruise, tilt. Gray Cloth,	
		before April 20th.		V6 Automatic, 4x4 & Bucket	
				seats. 22,000 Miles	
				Misc. - meet requirements	
	Addendum	Yes		No	



**PURCHASE AGREEMENT FOR  
A 2002 FORD EXPLORER**

**THIS AGREEMENT** dated the 5 day of APRIL 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a 2002 Ford Explorer, County of Boone Request Bid number 15-23MAR04 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Addendum One as well as the Contractor's bid response dated March 15, 2004 executed by Marc Weiner on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form and Addendum One shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with one (1) 2002 Ford Explorer XLT VIN 1FMZU73E12ZC19507 as specified and responded to in the bid specifications. Total contract award is \$21,500.00.

3 **Billing and Payment** - All billing shall be mailed to the Boone County Public Works Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**JOE MACHENS FORD**

by

title

*[Signature]*  
BUSINESS MANAGER

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

*[Signature]*  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

ATTEST:

*[Signature]*  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

2500-92400 - \$21,500.00

Signature

*June Pitchford by KF*

Date

3/29/2004

Appropriation Account

# CERTIFIED COPY OF ORDER

130 -2004

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

5<sup>TH</sup>

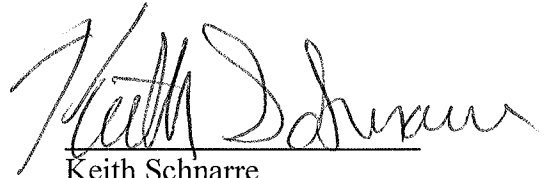
day of April

20 04

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

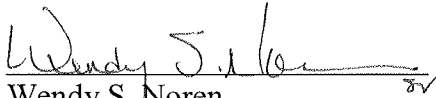
Now on this day the County Commission of the County of Boone does hereby award bid 08-16MAR04 for the Olivet Road/Richland Road Improvements project to Steve and Associates, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 5<sup>TH</sup> day of April, 2004.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

130-2004

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 08-16MAR04 – Olivet Road/Richland Road Improvements  
DATE: March 30, 2004

The Public Works Department and Purchasing have reviewed the responses received and we recommend awarding to Steve and Associates, Inc for having the lowest and best bid meeting our minimum specifications. Contract award is for the asphalt option of the base bid with the waterline relocation alternate bid #1. Per the attached email from the Public Water Supply District #9, they have agreed to reimburse the County when the construction is completed for the difference of the waterline base bid and alternate #1 which is \$12,036.22. Contract award is also for Alternate #2 – Asphalt Pavement option for Richland Road. Total contract is \$802,233.72 to be paid from organization 2045 account 71100. The amount budgeted for this project was \$850,000 for the road construction and \$60,000 for the waterline.

The bid tabulation is attached.



David Nichols - Waterline upgrade on Olivet relocation

Page 1

**From:** "Roger Ballew" <rballew@pwsd9.com>  
**To:** "Allison Anderson" <aaanderson@boonecountymmo.org>  
**Date:** 3/24/04 3:08PM  
**Subject:** Waterline upgrade on Olivet relocation

Allison

Please be advised that the water district has decided to accept the cost difference for the waterline relocation alternate bid # 1 from the base bid of \$50,224.25 to \$62,260.47 for a difference of \$12036.22 on the Olivet Road improvement project. Per our phone conversation earlier today the water district will reimburse the County after the waterline relocation is completed and in service. The final amount may be adjusted after quantities and amounts of materials actually used on the project are verified and calculated.

Please let me know if there are any questions.

Thanks, Roger

**CC:** "David Nichols" <DNichols@boonecountymmo.org>

# Bid Tabulation

## 00-16MAR04 - Olivet Road/Richland Road Improvements

Base Bid - Asphalt Pavement Option (Olivet Road)	Qty	Unit	Emery Sapp & Sons		CL Richardson Const.		APAC Missouri		Steve And Associates	
			Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals
Mobilization	1	LS	No Bid		32,500.00	32,500.00	43,243.39	43,243.39	23,356.38	23,356.38
Construction Staking	1	LS	No Bid		21,000.00	21,000.00	42,000.00	42,000.00	14,013.87	14,013.87
Traffic Control	1	LS	No Bid		4,600.00	4,600.00	7,915.07	7,915.07	2,763.03	2,763.03
Straw Bale Ditch Checks	159	EA	No Bid		52.00	8,268.00	52.50	8,347.50	51.94	8,258.46
Silt Fence	1,365	LF	No Bid		1.50	2,047.50	1.47	2,006.55	1.05	1,433.25
Erosion Control Blankets	18,135	SY	No Bid		1.70	30,829.50	1.68	30,466.80	1.16	21,036.60
Type 1 Mulch	0.54	AC	No Bid		420.00	226.80	472.50	255.15	2,210.42	1,193.63
Type 3 Mulch	1.24	AC	No Bid		630.00	781.20	630.00	781.20	2,763.03	3,426.16
Yard Mix Seeding	2.02	AC	No Bid		790.00	1,595.80	787.50	1,590.75	552.61	1,116.27
Field Mix Seeding	3.41	AC	No Bid		630.00	2,148.30	630.00	2,148.30	442.08	1,507.49
Steep Slope Seeding	0.84	AC	No Bid		1,050.00	882.00	1,050.00	882.00	552.61	464.19
Topsoil	770	CY	No Bid		13.00	10,010.00	10.50	8,085.00	18.95	14,591.50
Removals	1	LS	No Bid		20,500.00	20,500.00	36,750.00	36,750.00	5,069.17	5,069.17
Excavation	13,601	CY	No Bid		3.00	40,803.00	2.52	34,274.52	3.31	45,019.31
Embankment	10,198	CY	No Bid		4.50	45,891.00	2.52	25,698.96	1.67	17,030.66
4" Aggregate Base Course	23,982	SY	No Bid		3.20	76,742.40	2.98	71,466.36	3.87	92,810.34
6" Concrete Pavement (Typical Detail)	21,780	SY	No Bid		14.90	324,522.00	14.25	310,365.00	15.75	343,035.00
2' Concrete Approach	193	SY	No Bid		14.90	2,875.70	14.25	2,750.25	15.75	3,039.75
1" Surface Rock (Driveway)	293	Ton	No Bid		15.00	4,395.00	13.78	4,037.54	12.73	3,729.89
Asphalt Driveways (Typical Detail)	213	SY	No Bid		12.60	2,683.80	12.00	2,556.00	13.26	2,824.38
Concrete Driveways (Typical Detail)	72	SY	No Bid		42.00	3,024.00	66.20	4,766.40	46.83	3,371.76
15" Corrugated Metal Pipe	316	LF	No Bid		29.00	9,164.00	16.45	5,198.20	21.39	6,759.24
18" Corrugated Metal Pipe	414	LF	No Bid		32.00	13,248.00	32.58	13,488.12	26.47	10,958.58
21"x15" Corrugate Metal Pipe	78	LF	No Bid		32.00	2,496.00	20.88	1,628.64	26.47	2,064.66
24" Corrugated Metal Pipe	109	LF	No Bid		42.00	4,578.00	38.41	4,186.69	31.89	3,476.01
30" Corrugated Metal Pipe	301	LF	No Bid		57.00	17,157.00	43.15	12,988.15	35.97	10,826.97
36" Corrugated Metal Pipe	179	LF	No Bid		65.00	11,635.00	61.97	11,092.63	49.85	8,923.15
30" Flared End Section	1	EA	No Bid		450.00	450.00	297.02	297.02	267.74	267.74
36" Flared End Section	1	EA	No Bid		560.00	560.00	415.10	415.10	425.84	425.84
Woven Wire Fencing	4,848	LF	No Bid		4.20	20,361.60	4.20	20,361.60	2.21	10,714.08
Barbed Wire Fencing	1,838	LF	No Bid		3.70	6,800.60	3.68	6,763.84	2.21	4,061.98
Wood Fencing	540	LF	No Bid		5.25	2,835.00	5.25	2,835.00	2.21	1,193.40
Type 1 Rock Blanket	50	CY	No Bid		18.65	932.50	19.50	975.00	32.96	1,648.00
Type 2 Rock Blanket	16	CY	No Bid		20.65	330.40	21.00	336.00	42.38	678.08
Manhole	1	LS	No Bid		2,150.00	2,150.00	1,840.00	1,840.00	1,337.31	1,337.31
Concrete Curb Section	100	LF	No Bid		18.00	1,800.00	41.90	4,190.00	15.47	1,547.00
Pavement Marking	1	LS	No Bid		5,400.00	5,400.00	2,929.50	2,929.50	3,083.54	3,083.54
Crashworthy End Terminal Section	4	EA	No Bid		2,385.00	9,540.00	2,384.55	9,538.20	2,509.38	10,037.52
Temporary Fencing	1,980	LF	No Bid		3.15	6,237.00	2.10	4,158.00	2.21	4,375.80
Total Waterline Base Bid	1	LS	No Bid		50,764.00	50,764.00	56,805.40	56,805.40	50,224.25	50,224.25
<b>Bid Total</b>			<b>No Bid</b>			<b>\$802,765.10</b>		<b>\$800,413.83</b>		<b>\$741,694.24</b>

**Bid Tabulation**

**16MAR04 - Olivet Road/Richland Road Improvements**

			Emery Sapp & Sons		CL Richardson Const.		APAC Missouri		Stave And Associates	
Base Bid - Concrete Pavement Option (Olivet Road)	Qty	Unit	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals
Mobilization	1	LS	33,850.00	33,850.00		No Bid		No Bid		No Bid
Construction Staking	1	LS	28,875.00	28,875.00		No Bid		No Bid		No Bid
Traffic Control	1	LS	7,500.00	7,500.00		No Bid		No Bid		No Bid
Straw Bale Ditch Checks	159	EA	50.00	7,950.00		No Bid		No Bid		No Bid
Silt Fence	1,365	LF	1.75	2,388.75		No Bid		No Bid		No Bid
Erosion Control Blankets	18,135	SY	1.90	34,456.50		No Bid		No Bid		No Bid
Type 1 Mulch	0.54	AC	750.00	405.00		No Bid		No Bid		No Bid
Type 3 Mulch	1.24	AC	750.00	930.00		No Bid		No Bid		No Bid
Yard Mix Seeding	2.02	AC	985.00	1,989.70		No Bid		No Bid		No Bid
Field Mix Seeding	3.41	AC	700.00	2,387.00		No Bid		No Bid		No Bid
Steep Slope Seeding	0.84	AC	985.00	827.40		No Bid		No Bid		No Bid
Topsoil	770	CY	9.00	6,930.00		No Bid		No Bid		No Bid
Removals	1	LS	24,147.35	24,147.35		No Bid		No Bid		No Bid
Excavation	12,779	CY	5.65	72,201.35		No Bid		No Bid		No Bid
Embankment	10,698	CY	1.00	10,698.00		No Bid		No Bid		No Bid
4" Aggregate Base Course	23,082	SY	3.15	72,708.30		No Bid		No Bid		No Bid
6" Concrete Pavement (Typical Detail)	21,780	SY	15.25	332,145.00		No Bid		No Bid		No Bid
2' Concrete Approach	193	SY	30.00	5,790.00		No Bid		No Bid		No Bid
1" Surface Rock (Driveway)	293	Ton	14.25	4,175.25		No Bid		No Bid		No Bid
Asphalt Driveways (Typical Detail)	213	SY	28.75	6,123.75		No Bid		No Bid		No Bid
Concrete Driveways (Typical Detail)	72	SY	45.00	3,240.00		No Bid		No Bid		No Bid
15" Corrugated Metal Pipe	316	LF	18.50	5,846.00		No Bid		No Bid		No Bid
18" Corrugated Metal Pipe	414	LF	26.50	10,971.00		No Bid		No Bid		No Bid
21"x15" Corrugate Metal Pipe	78	LF	29.50	2,301.00		No Bid		No Bid		No Bid
24" Corrugated Metal Pipe	109	LF	38.00	4,142.00		No Bid		No Bid		No Bid
30" Corrugated Metal Pipe	301	LF	45.00	13,545.00		No Bid		No Bid		No Bid
36" Corrugated Metal Pipe	179	LF	66.50	11,903.50		No Bid		No Bid		No Bid
30" Flared End Section	1	EA	800.00	800.00		No Bid		No Bid		No Bid
36" Flared End Section	1	EA	1,050.00	1,050.00		No Bid		No Bid		No Bid
Woven Wire Fencing	4,848	LF	4.75	23,028.00		No Bid		No Bid		No Bid
Barbed Wire Fencing	1,838	LF	3.75	6,892.50		No Bid		No Bid		No Bid
Wood Fencing	540	LF	11.50	6,210.00		No Bid		No Bid		No Bid
Type 1 Rock Blanket	50	CY	40.00	2,000.00		No Bid		No Bid		No Bid
Type 2 Rock Blanket	16	CY	40.00	640.00		No Bid		No Bid		No Bid
Manhole	1	LS	2,250.00	2,250.00		No Bid		No Bid		No Bid
Concrete Curb Section	100	LF	21.00	2,100.00		No Bid		No Bid		No Bid
Pavement Marking	1	LS	4,050.00	4,050.00		No Bid		No Bid		No Bid
Crashworthy End Terminal Section	4	EA	3,185.00	12,740.00		No Bid		No Bid		No Bid
Temporary Fencing	1,980	LF	2.30	4,554.00		No Bid		No Bid		No Bid
Total Waterline Base Bid	1	LS		61,008.65		No Bid		No Bid		No Bid
<b>Bid Total</b>				<b>\$835,750.00</b>		<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>

**Bid Tabulation**

**00-16MAR04 - Olivet Road/Richland Road Improvements**

			Emery Sapp & Sons		CL Richardson Const.		APAC Missouri		Steve And Associates	
Alternate 1 - Asphalt Pavement Option (Richland Road)	Qty	Unit	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals
Construction Staking	1	LS		No Bid	1,315.00	1,315.00	6,300.00	6,300.00	2,260.24	2,260.24
Traffic Control	1	LS		No Bid	1,315.00	1,315.00	3,150.00	3,150.00	1,142.39	1,142.39
Straw Bale Ditch Checks	8	EA		No Bid	52.00	416.00	52.50	420.00	56.51	452.08
Erosion Control Blankets	940	SY		No Bid	1.70	1,598.00	2.63	2,472.20	1.20	1,128.00
Type 1 Mulch	0.06	AC		No Bid	420.00	25.20	420.00	25.20	2,825.30	169.52
Type 3 Mulch	0.13	AC		No Bid	630.00	81.90	630.00	81.90	2,260.24	293.83
Yard Mix Seeding	0.18	AC		No Bid	790.00	142.20	787.50	141.75	565.06	101.71
Field Mix Seeding	0.2	AC		No Bid	630.00	126.00	630.00	126.00	452.05	90.41
Topsoil	50	CY		No Bid	13.00	650.00	10.50	525.00	19.56	978.00
Removals	1	LS		No Bid	1,560.00	1,560.00	5,250.00	5,250.00	2,260.24	2,260.24
Excavation	1,788	CY		No Bid	6.00	10,728.00	2.52	4,505.76	3.42	6,114.96
Embankment	20	CY		No Bid	1.15	23.00	2.52	50.40	1.73	34.60
4" Aggregate Base Course	1,254	SY		No Bid	3.20	4,012.80	3.14	3,937.56	3.84	4,815.36
8" Asphalt Driveways (Typical Detail)	1,133	SY		No Bid	14.90	16,881.70	14.25	16,145.25	16.10	18,241.30
3" Asphalt Overlay	325	SY		No Bid	7.80	2,535.00	7.50	2,437.50	8.48	2,756.00
2' Asphalt Approach	10	SY		No Bid	14.90	149.00	14.25	142.50	16.10	161.00
1" Surface Rock Driveway)	15	Ton		No Bid	15.00	225.00	15.00	225.00	13.14	197.10
Asphalt Driveways (Typical Detail)	22	SY		No Bid	12.60	277.20	12.00	264.00	13.56	298.32
15" Corrugated Metal Pipe	62	LF		No Bid	29.00	1,798.00	16.45	1,019.90	22.07	1,368.34
18" Corrugated Metal Pipe	61	LF		No Bid	31.00	1,891.00	36.03	2,197.83	27.32	1,666.52
Woven Wire Fencing	560	LF		No Bid	4.20	2,352.00	5.25	2,940.00	2.26	1,265.60
Pavement Markings	1	LS		No Bid	400.00	400.00	315.00	315.00	327.74	327.74
Total Waterline Alt Bid #2	1	LS		No Bid	1,740.00	1,740.00	3,009.95	3,009.95	2,380.00	2,380.00
<b>Bid Total</b>				<b>No Bid</b>		<b>\$50,242.00</b>		<b>\$55,682.70</b>		<b>\$48,503.26</b>

# Bid Tabulation

## 00-16MAR04 - Olivet Road/Richland Road Improvements

				Emery Sapp & Sons		CL Richardson Const.		APAC Missouri		Steve And Associates	
Alternate 1 - Concrete Pavement Option (Richland Road)				Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals
	Construction Staking	1	LS	3,000.00	3,000.00		No Bid		No Bid		No Bid
	Traffic Control	1	LS	4,450.00	4,450.00		No Bid		No Bid		No Bid
	Straw Bale Ditch Checks	8	EA	50.00	400.00		No Bid		No Bid		No Bid
	Erosion Control Blankets	940	SY	1.90	1,786.00		No Bid		No Bid		No Bid
	Type 1 Mulch	0.06	AC	750.00	45.00		No Bid		No Bid		No Bid
	Type 3 Mulch	0.13	AC	750.00	97.50		No Bid		No Bid		No Bid
	Yard Mix Seeding	0.18	AC	985.00	177.30		No Bid		No Bid		No Bid
	Field Mix Seeding	0.2	AC	700.00	140.00		No Bid		No Bid		No Bid
	Topsoil	50	CY	11.00	550.00		No Bid		No Bid		No Bid
	Removals	1	LS	8,500.00	8,500.00		No Bid		No Bid		No Bid
	Excavation	1,725	CY	6.00	10,350.00		No Bid		No Bid		No Bid
	Embankment	20	CY	28.25	565.00		No Bid		No Bid		No Bid
	4" Aggregate Base Course	1,206	SY	3.35	4,040.10		No Bid		No Bid		No Bid
	8" Asphalt Driveways (Typical Detail)	1,133	SY	19.75	22,376.75		No Bid		No Bid		No Bid
	3" Asphalt Overlay	325	SY	9.00	2,925.00		No Bid		No Bid		No Bid
	2' Asphalt Approach	10	SY	45.00	450.00		No Bid		No Bid		No Bid
	1" Surface Rock Driveway	15	Ton	14.25	213.75		No Bid		No Bid		No Bid
	Asphalt Driveways (Typical Detail)	22	SY	30.00	660.00		No Bid		No Bid		No Bid
	15" Corrugated Metal Pipe	62	LF	20.50	1,271.00		No Bid		No Bid		No Bid
	18" Corrugated Metal Pipe	61	LF	22.50	1,372.50		No Bid		No Bid		No Bid
	Woven Wire Fencing	560	LF	4.85	2,716.00		No Bid		No Bid		No Bid
	Pavement Markings	1	LS	2,950.00	2,950.00		No Bid		No Bid		No Bid
	Total Waterline Alt Bid #2	1	LS	2,084.75	2,084.75		No Bid		No Bid		No Bid
	<b>Bid Total</b>				<b>\$71,120.65</b>		<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>
	Completion of Bidder's Qualifications				Yes		Yes		Yes		Yes
	Anti Collusion Statement				Yes		Yes		Yes		Yes
	Bid Bond				Yes		Yes		Yes		Yes
	Addendum 1				Yes		Yes		Yes		Yes

**Bid Tabulation**

**00-16MAR04 - Olivet Road/Richland Road Improvements**

				Emery Sapp & Sons		CL Richardson Const.		APAC Missouri		Steve And Associates	
<b>Water Line Base Bid</b>				Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals
1	8" PVC Waterline (class 200)	276	1.f.	31.85	8,790.60	12.00	3,312.00	27.51	7,592.76	33.92	9,361.92
2	8" Yellowmine waterline (class200)	180	1.f.	29.75	5,355.00	30.00	5,400.00	31.79	5,722.20	24.49	4,408.20
3	6" PVC Waterline (class 200)	70	1.f.	24.25	1,697.50	18.00	1,260.00	33.76	2,363.20	24.18	1,692.60
4	6" Yellowmine waterline (class 200)	56	1.f.	26.50	1,484.00	23.00	1,288.00	35.54	1,990.24	25.18	1,410.08
5	4" PVC waterline (class 200)	260	1.f.	16.75	4,355.00	14.00	3,640.00	17.17	4,464.20	10.45	2,717.00
6	2" PVC waterline (class 200)	288	1.f.	13.85	3,988.80	13.00	3,744.00	16.64	4,792.32	11.41	3,286.08
7	1" K Copper	265	1.f.	10.35	2,742.75	9.00	2,385.00	19.58	5,188.70	13.62	3,609.30
8	12" Steel Casing Pipe	114	1.f.	68.00	7,752.00	60.00	6,840.00	47.51	5,416.14	37.25	4,246.50
9	16" Steel Casing Pipe	74	1.f.	86.00	6,364.00	70.00	5,180.00	68.46	5,066.04	57.21	4,233.54
10	8" Gate valve w/ valve box	1	ea	735.00	735.00	800.00	800.00	877.80	877.80	943.79	943.79
11	6" Gate Valve w/ valve box	4	ea	570.00	2,280.00	600.00	2,400.00	687.75	2,751.00	739.21	2,956.84
12	4" Gate Valve w/ valve box	1	ea	515.00	515.00	500.00	500.00	507.15	507.15	545.79	545.79
13	2" Ball Valve w/ valve box	1	ea	675.00	675.00	300.00	300.00	245.70	245.70	264.38	264.38
14	8"x8"x6" Tee	1	ea	575.00	575.00	525.00	525.00	286.65	286.65	307.60	307.60
15	6"x6"x6" Tee	3	ea	525.00	1,575.00	350.00	1,050.00	265.65	796.95	285.92	857.76
16	6"x8" Reducer	1	ea	380.00	380.00	300.00	300.00	245.70	245.70	264.34	264.34
17	8"x22½° Bends	4	ea	400.00	1,600.00	350.00	1,400.00	261.45	1,045.80	280.72	1,122.88
18	4"x90° Bends	1	ea	200.00	200.00	300.00	300.00	210.00	210.00	225.57	225.57
19	4"x22½° Bends	1	ea	370.00	370.00	300.00	300.00	211.05	211.05	226.21	226.21
20	Fire Hydrant	1	ea	1,850.00	1,850.00	1,500.00	1,500.00	1,937.25	1,937.25	2,084.37	2,084.37
21	Meter setting including yoke, meter box & Cover, and required piping	1	ea	821.00	821.00	800.00	800.00	326.55	326.55	350.73	350.73
22	8"x1" Saddle Tap including corp. stop	2	ea	250.00	500.00	500.00	1,000.00	221.55	443.10	237.78	475.56
23	2"x1" Saddle tap including corp. stop	1	ea	250.00	250.00	480.00	480.00	174.30	174.30	187.49	187.49
24	2"x¾" Saddle tap including corp. stop	1	ea	250.00	250.00	480.00	480.00	153.30	153.30	164.04	164.04
25	Connection to existing service line/meter yoke	8	ea	365.00	2,920.00	460.00	3,680.00	121.80	974.40	213.16	1,705.28
26	Granular backfill	190	T	15.70	2,983.00	10.00	1,900.00	15.91	3,022.90	13.56	2,576.40
<b>Total Waterline Base Bid</b>					<b>\$61,008.65</b>		<b>\$50,764.00</b>		<b>\$56,805.40</b>		<b>\$50,224.25</b>

**Bid Tabulation**

**00-16MAR04 - Olivet Road/Richland Road Improvements**

				Emery Sapp & Sons		CL Richardson Const.		APAC Missouri		Steve And Associates	
				Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals
<b>Alternate Bid #1</b>											
1	8" PVC Waterline (class 200)	46	1.f.	31.85	1,465.10	12.00	552.00	21.05	968.30	97.76	4,496.96
2	8" Yellowmine waterline	180	1.f.	29.75	5,355.00	30.00	5,400.00	31.82	5,727.60	27.59	4,966.20
3	6" PVC Waterline (class 200)	66	1.f.	24.25	1,600.50	18.00	1,188.00	33.81	2,231.46	25.81	1,703.46
4	4" Yellowmine waterline	260	1.f.	16.75	4,355.00	14.00	3,640.00	17.17	4,464.20	14.69	3,819.40
5	2" PVC waterline (class 200)	288	1.f.	13.85	3,988.80	13.00	3,744.00	16.64	4,792.32	12.26	3,530.88
6	1" K Copper	265	1.f.	10.35	2,742.75	9.00	2,385.00	19.58	5,188.70	15.43	4,088.95
7	12" PVC waterline (class 200)	274	1.f.	45.00	12,330.00	18.00	4,932.00	38.90	10,658.60	31.70	8,685.80
8	12" Yellowmine waterline	56	1.f.	50.00	2,800.00	36.00	2,016.00	39.92	2,235.52	32.80	1,836.80
9	12" Steel Casing Pipe	64	1.f.	68.00	4,352.00	60.00	3,840.00	49.46	3,165.44	45.20	2,892.80
10	16" Steel Casing Pipe	74	1.f.	86.00	6,364.00	70.00	5,180.00	68.46	5,066.04	65.55	4,850.70
11	20" Steel Casing Pipe	50	1.f.	125.00	6,250.00	90.00	4,500.00	85.94	4,297.00	79.11	3,955.50
12	12" Gate Valve w/ valve box	3	ea	1,500	4,500.00	1,355.00	4,065.00	1,429.05	4,287.15	1,367.45	4,102.35
13	6" Gate Valve w/ valve box	1	ea	570.00	570.00	600.00	600.00	687.75	687.75	739.21	739.21
14	4" Gate Valve w/ valve box	1	ea	515.00	515.00	500.00	500.00	507.15	507.15	545.79	545.79
15	2" Ball Valve w/ valve box	1	ea	675.00	675.00	300.00	300.00	245.70	245.70	264.38	264.38
16	12"x12"x12" Tee	2	ea	750.00	1,500.00	750.00	1,500.00	536.55	1,073.10	576.53	1,153.06
17	6"x6"x6" Tee	1	ea	525.00	525.00	350.00	350.00	265.65	265.65	285.92	285.92
18	12"x12"x6" Tee	1	ea	725.00	725.00	700.00	700.00	511.35	511.35	550.37	550.37
19	12"x6" Reducer	2	ea	350.00	700.00	400.00	800.00	402.15	804.30	431.71	863.42
20	8"x22½° Bends	4	ea	400.00	1,600.00	350.00	1,400.00	261.45	1,045.80	280.73	1,122.92
21	4"x90° Bends	1	ea	200.00	200.00	300.00	300.00	210.00	210.00	225.57	225.57
22	4"x22½° Bends	1	ea	370.00	370.00	300.00	300.00	211.05	211.05	226.21	226.21
23	Fire Hydrant	1	ea	1,850.00	1,850.00	1,500.00	1,500.00	1,937.25	1,937.25	2,084.84	2,084.84
24	Meter setting including yoke, meter box & Cover, and required piping	1	ea				800.00			350.73	350.73
25	8"x1" Saddle Tap including corp. stop	2	ea	250.00	500.00	500.00	1,000.00	221.55	443.10	237.78	475.56
26	2"x1" Saddle tap including corp. stop	1	ea	250.00	250.00	480.00	480.00	174.30	174.30	187.49	187.49
27	2"x¾" Saddle tap including corp. stop	1	ea	250.00	250.00	480.00	480.00	153.30	153.30	164.04	164.04
28	Connection to existing service line/meter yoke	8	ea	365.00	2,920.00	460.00	3,680.00	121.80	974.40	130.02	1,040.16
29	Granular backfill	225	T	15.70	3,532.50	10.00	2,250.00	15.91	3,579.75	13.56	3,051.00
<b>Total Waterline Alternata Bid # 1</b>					<b>\$73,606.65</b>		<b>\$58,382.00</b>		<b>\$66,232.83</b>		<b>\$62,260.47</b>
<b>Alternate #2</b>				Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals
30	2" PVC waterline (class 200)	70	1.f.	13.85	969.50	13.00	910.00	16.64	1,164.80	13.39	937.30
31	¾" K Copper	85	1.f.	10.35	879.75	8.00	680.00	18.90	1,606.50	14.58	1,239.30
32	Granular backfill	15	T	15.70	235.50	10.00	150.00	15.91	238.65	13.56	203.40
<b>Total Waterline Alternata Bid # 2</b>					<b>\$2,084.75</b>		<b>\$1,740.00</b>		<b>\$3,009.95</b>		<b>\$2,380.00</b>

3/30/04

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

9753

Steve And Associates, Inc

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

130-2004

### 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

#08-16MAR04

(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	Olivet Rd/Richland Rd Improvements Base Bid	1	802233.72	802233.72
		Waterline Alternate One			
		Alternate Two-Richland Rd			
		10% Contingency		80223.37	80223.37
		<b>Total</b>			<b>882,457.09</b>
<b>CLERK'S OFFICE</b>					
*DO NOT UNSTAPLE THESE PAGES					
*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.					

I certify that the goods, services or charges listed on this purchase requisition, department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

*Jane Morris*  
Requesting Official

Auditor Approval *se*



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 **Steve and Associates, 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 08-16MAR04  
Olivet Road/Richland Road Improvements  
Project No. 9205  
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 using Waterline Alternate #1 and Alternate #1- Asphalt Pavement option for Richland Road the amount of \$802,233.72.

INCORRECT - SEE NEW CONTRACT

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 Form
3. Bid Response
4. Statement of Bidders Qualifications
5. Instructions to Bidders
6. Bid Form
7. Anti-Collusion Statement
8. Signature and Identity of Bidder
9. Bidders Acknowledgment
10. Insurance Requirements
11. Contract Conditions
12. Contract Agreement
13. Performance Bond
14. Labor & Material Payment Bond
15. General Specifications
16. Technical Specifications
17. Special Provisions
18. Affidavit—Prevailing Wage
19. State Wage Rates
20. Boone County Standard Terms and Conditions
21. Geotechnical Investigation
22. Corps of Engineers and MDNR Permits
23. Specifications for Water Main Construction
24. Any applicable Addendum

CONTRACT VOIDED -  
INCORRECT CONTRACT  
AMOUNT

SEE MEMO DATED  
04/07/2004 FROM  
PURCHASING DEPT FOR  
EXPLANATION. ALSO  
ATTACHED IS NEW  
PURCHASE REQ?  
CORRECTED CONTRACT

SV  
4/8/04

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:

**Eight Hundred Two Thousand Two Hundred Thirty-three dollars and seventy-two cents (\$802,233.72)**

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 5 APRIL 2004 at Columbia, Missouri.  
(Date)

OWNER, BOONE COUNTY, MISSOURI

By: *Keith Schnarre*  
(Keith Schnarre, Presiding Commissioner)



ATTEST:

CONTRACTOR: **Steve and Associates, Inc.**

*Wendy S. Noren*  
Wendy Noren, County Clerk

By: \_\_\_\_\_  
Authorized Representative Signature

By: \_\_\_\_\_  
Authorized Representative Printed Name

Title: \_\_\_\_\_

Approved as to Legal Form:

*John Patton*  
John Patton  
Boone County Counselor

AUDITOR CERTIFICATION

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

2045-71100 - \$802,233.72

*Jane E. Pitchford*  
Signature *byse*

3/31/04  
Date

Appropriation Account

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

130-2004

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TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: April 7, 2004  
RE: 08-16MAR04 – Olivet Road/Richland Road Improvements

Please correct Commission Order 130-2004 for the award of Olivet Road/Richland Road Improvements. The Purchasing Department had a typographical error of \$100 in the contract. The recommended vendor to award to for this contract to Steve and Associates, Inc. does not change, just the contract amount. The contract award is changing from \$802,233.72 to \$802,133.72.

Contract award is as follows:

Base Bid – Asphalt Pavement Option (Olivet Road)	\$691,369.99
Alternate 1 – Asphalt Pavement Option (Richland Road)	\$46,123.26
Waterline Alternate Bid #1	\$62,260.47
Waterline Alternate Bid #2	\$2,380.00
	<hr/>
Contract Total	\$802,133.72
10% Contingency	\$80,213.38
Purchase Order Total	\$882,347.10

cc: David Mink, Public Works  
Bid File

## Contract Award with Steve & Associates

### 08-16MAR04 - Olivet Road/Richla... Road Improvements

Base Bid - Asphalt Pavement Option (Olivet Road)	Qty	Unit	Unit Price	Extended Totals
Mobilization	1	LS	23,256.38	23,256.38
Construction Staking	1	LS	14,013.87	14,013.87
Traffic Control	1	LS	2,763.03	2,763.03
Straw Bale Ditch Checks	159	EA	51.94	8,258.46
Silt Fence	1,365	LF	1.05	1,433.25
Erosion Control Blankets	18,135	SY	1.16	21,036.60
Type 1 Mulch	0.54	AC	2,210.42	1,193.63
Type 3 Mulch	1.24	AC	2,763.03	3,426.16
Yard Mix Seeding	2.02	AC	552.61	1,116.27
Field Mix Seeding	3.41	AC	442.08	1,507.49
Steep Slope Seeding	0.84	AC	552.61	464.19
Topsoil	770	CY	18.95	14,591.50
Removals	1	LS	5,069.17	5,069.17
Excavation	13,601	CY	3.31	45,019.31
Embankment	10,198	CY	1.67	17,030.66
4" Aggregate Base Course	23,982	SY	3.87	92,810.34
6" Concrete Pavement (Typical Detail)	21,780	SY	15.75	343,035.00
2' Concrete Approach	193	SY	15.75	3,039.75
1" Surface Rock (Driveway)	293	Ton	12.73	3,729.89
Asphalt Driveways (Typical Detail)	213	SY	13.26	2,824.38
Concrete Driveways (Typical Detail)	72	SY	46.83	3,371.76
15" Corrugated Metal Pipe	316	LF	21.39	6,759.24
18" Corrugated Metal Pipe	414	LF	26.47	10,958.58
21"x15" Corrugate Metal Pipe	78	LF	26.47	2,064.66
24" Corrugated Metal Pipe	109	LF	31.89	3,476.01
30" Corrugated Metal Pipe	301	LF	35.97	10,826.97
36" Corrugated Metal Pipe	179	LF	49.85	8,923.15
30" Flared End Section	1	EA	267.74	267.74
36" Flared End Section	1	EA	425.84	425.84
Woven Wire Fencing	4,848	LF	2.21	10,714.08
Barbed Wire Fencing	1,838	LF	2.21	4,061.98
Wood Fencing	540	LF	2.21	1,193.40
Type 1 Rock Blanket	50	CY	32.96	1,648.00
Type 2 Rock Blanket	16	CY	42.38	678.08
Manhole	1	LS	1,337.31	1,337.31
Concrete Curb Section	100	LF	15.47	1,547.00
Pavement Marking	1	LS	3,083.54	3,083.54
Crashworthy End Terminal Section	4	EA	2,509.38	10,037.52
Temporary Fencing	1,980	LF	2.21	4,375.80
Base Bid - Asphalt Pavement Option (Olivet Road)				<b>\$691,369.99</b>

## Contract Award with Steve & Associates

### 08-16MAR04 - Olivet Road/Richland Road Improvements

Alternate 1 - Asphalt Pavement Option (Richland Road)		Qty	Unit	Unit Price	Extended Totals
	Construction Staking	1	LS	2,260.24	2,260.24
	Traffic Control	1	LS	1,142.39	1,142.39
	Straw Bale Ditch Checks	8	EA	56.51	452.08
	Erosion Control Blankets	940	SY	1.20	1,128.00
	Type 1 Mulch	0.06	AC	2,825.30	169.52
	Type 3 Mulch	0.13	AC	2,260.24	293.83
	Yard Mix Seeding	0.18	AC	565.06	101.71
	Field Mix Seeding	0.2	AC	452.05	90.41
	Topsoil	50	CY	19.56	978.00
	Removals	1	LS	2,260.24	2,260.24
	Excavation	1,788	CY	3.42	6,114.96
	Embankment	20	CY	1.73	34.60
	4" Aggregate Base Course	1,254	SY	3.84	4,815.36
	8" Asphalt Driveways (Typical Detail)	1,133	SY	16.10	18,241.30
	3" Asphalt Overlay	325	SY	8.48	2,756.00
	2' Asphalt Approach	10	SY	16.10	161.00
	1" Surface Rock Driveway)	15	Ton	13.14	197.10
	Asphalt Driveways (Typical Detail)	22	SY	13.56	298.32
	15" Corrugated Metal Pipe	62	LF	22.07	1,368.34
	18" Corrugated Metal Pipe	61	LF	27.32	1,666.52
	Woven Wire Fencing	560	LF	2.26	1,265.60
	Pavement Markings	1	LS	327.74	327.74
Alternate 1 - Asphalt Pavement Option (Richland Road)					<b>\$46,123.26</b>
Waterline Alternate Bid #1		Qty	Unit	Unit Price	Extended Totals
1	8" PVC Waterline (class 200)	46	1.f.	97.76	4,496.96
2	8" Yellowmine waterline	180	1.f.	27.59	4,966.20
3	6" PVC Waterline (class 200)	66	1.f.	25.81	1,703.46
4	4" Yellowmine waterline	260	1.f.	14.69	3,819.40
5	2" PVC waterline (class 200)	288	1.f.	12.26	3,530.88
6	1" K Copper	265	1.f.	15.43	4,088.95
7	12" PVC waterline (class	274	1.f.	31.70	8,685.80
8	12" Yellowmine waterline	56	1.f.	32.80	1,836.80
9	12" Steel Casing Pipe	64	1.f.	45.20	2,892.80
10	16" Steel Casing Pipe	74	1.f.	65.55	4,850.70
11	20" Steel Casing Pipe	50	1.f.	79.11	3,955.50
12	12" Gate Valve w/ valve box	3	ea	1,367.45	4,102.35
13	6" Gate Valve w/ valve box	1	ea	739.21	739.21
14	4" Gate Valve w/ valve box	1	ea	545.79	545.79
15	2" Ball Valve w/ valve box	1	ea	264.38	264.38
16	12"x12"x12" Tee	2	ea	576.53	1,153.06
17	6"x6"x6" Tee	1	ea	285.92	285.92
18	12"x12"x6" Tee	1	ea	550.37	550.37
19	12"x6" Reducer	2	ea	431.71	863.42
20	8"x22½° Bends	4	ea	280.73	1,122.92
21	4"x90° Bends	1	ea	225.57	225.57
22	4"x22½° Bends	1	ea	226.21	226.21
23	Fire Hydrant	1	ea	2,084.84	2,084.84
24	Meter setting including yoke, meter box & Cover, and required piping	1	ea	350.73	350.73

## Contract Award with Steve & Associates

### 08-16MAR04 - Olivet Road/Richland Road Improvements

25	8"x1" Saddle Tap including corp. stop	2	ea	237.78	475.56
26	2"x1" Saddle tap including corp. stop	1	ea	187.49	187.49
27	2"x¾" Saddle tap including corp. stop	1	ea	164.04	164.04
28	Connection to existing service line/meter yoke	8	ea	130.02	1,040.16
29	Granular backfill	225	T	13.56	3,051.00
<b>Total Waterline Alternate Bid # 1</b>					<b>\$62,260.47</b>
	<b>Waterline Alternate Bid #1</b>	<b>Qty</b>	<b>Unit</b>	<b>Unite Price</b>	<b>Extended Totals</b>
30	2" PVC waterline (class 200)	70	1.f	13.39	\$937.30
31	¾" K Copper	85	1.f	\$14.58	\$1,239.30
32	Granular backfill	15	T	\$13.56	\$203.40
<b>Total Waterline Alternate Bid #2</b>					<b>\$2,380.00</b>

#### Purchase Order Total

Base Bid - Asphalt Pavement Option (Olivet Road)	691369.99
Alternate 1 - Asphalt Pavement Option (Richland Road)	\$46,123.26
Total Waterline Alternate Bid # 1	\$62,260.47
Total Waterline Alternate Bid # 2	\$2,380.00
<b>CONTRACT TOTAL</b>	<b>\$802,133.72</b>

**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 **Steve and Associates, 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 08-16MAR04**  
**Olivet Road/Richland Road Improvements**  
 Project No. 9205  
 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 for Asphalt Pavement Option (Olivet Road) for \$691,369.99; Alternate 1 for Asphalt Pavement Option (Richland Road) for \$46,123.26; Waterline Alternate Bid #1 for \$62,260.47; and Waterline Alternate Bid #2 for \$2,380.00 for a contract total of \$802,133.72.

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
4. Statement of Bidders Qualifications
5. Instructions to Bidders
6. Bid Form
7. Anti-Collusion Statement
8. Signature and Identity of Bidder
9. Bidders Acknowledgment
10. Insurance Requirements
11. Contract Conditions
12. Contract Agreement
13. Performance Bond
14. Labor & Material Payment Bond
15. General Specifications
16. Technical Specifications
17. Special Provisions
18. Affidavit—Prevailing Wage
19. State Wage Rates
20. Boone County Standard Terms and Conditions
21. Geotechnical Investigation
22. Corps of Engineers and MDNR Permits
23. Specifications for Water Main Construction
24. Any applicable Addendum



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.



CLERK 001

# NOTICE TO PROCEED

FAXED  
5/3/04

DATE: May 3, 2004  
TO: Steve & Associates, Inc. Fax # 573-642-6867  
ADDRESS: 7298 County Road 409  
Fulton, MO 65251  
PROJECT: Bid Number 08 – 16 MAR 04  
Olivet / Richland Road Project

You are hereby notified that the Contract Time under the above contract will commence on **May 3, 2004**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed 90 working days.

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

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

OWNER, Boone County, Missouri

By: J.P.W. Watkins II  
Date: 5/3/04

John P. Watkins II  
Project Development Manager

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

130-2004

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

County of Boone

April Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

5<sup>th</sup> day of April

20 04

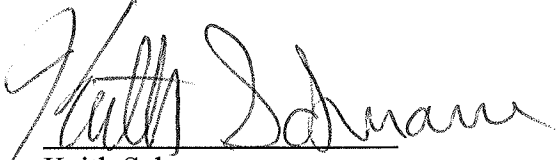
the following, among other proceedings, were had, viz:

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

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2500-71500: Sheriff Forfeiture Funds – Building Use/Lease	\$1,000.00

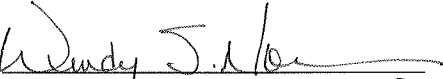
Said budget amendment is to establish a budget for the lease of property from the Missouri Department of Transportation for the North Substation of the Boone County Sheriff's Department.

Done this 5<sup>th</sup> day of April, 2004.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



CCO FORM:  
Approved: 3/04 (BDG)  
Revised:  
Modified:

COPY

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
FACILITY USE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the Boone County Commission (hereinafter, "County").

WITNESSETH:

WHEREAS, the Commission maintains a TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 13 WEST IN BOONE COUNTY MISSOURI BEING A PORTION OF THE TRACT DESCRIBED BY THE DEED RECORDED IN BOOK 1543 AT PAGE 436 OF THE BOONE COUNTY RECORDS (the intersection of Highway 124 East and Old Route 63 in Boone County, Missouri) (hereinafter, "Facility"); and

WHEREAS, the County has requested permission to house a mobile office trailer on a portion of the tract at the Facility; and

WHEREAS, the Commission is willing to allow the County to house the office trailer at Commission facilities.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, to be faithfully executed by the parties hereto, the parties agree as follows:

(1) PERMISSION TO HOUSE A MODULAR OFFICE UNIT: The Commission agrees to allow the County to house a modular office unit at the Commission's Facility.

(2) LOCATION: The County and the Commission shall meet to agree on a location at the Commission's facility to house the County's office trailer. The exact location for determination to house the office trailer shall be at the sole determination of the Commission.

(3) IMPROVEMENTS: Upon written approval from the Commission, the County will be required to erect improvements on the Commission's facility in fulfillment of Boone County and State regulations, in compliance to previous agreements made between the Commission and previous owner, and furtherance of this Agreement. The Commission may reject any proposed

improvement to the Commission's facility. All expenses associated with an approved improvement shall be borne entirely by the County. Upon the termination of this Agreement, all improvements made to the Commission's facilities shall become the property of the Commission.

(4) MAINTENANCE OF IMPROVEMENTS: The County is responsible for the maintenance of any approved and constructed improvement pursuant to paragraph (3). This maintenance shall include, but is not limited to, all regular maintenance needed to protect the public safety and shall include expenses related to utility service provided to any improvement. The County shall be responsible for injury resulting from improper maintenance of the County's equipment or any improvement made pursuant to this Agreement and the County shall hold the Commission harmless for the same. If the County fails to maintain any improvement made pursuant to this Agreement, the Commission may remove the improvement without reimbursement to the County. In addition, if the Commission removes any such improvement, the County will be responsible for the costs associated with the removal of the improvement.

(5) DAMAGE TO COMMISSION PROPERTY: The County shall be responsible for any and all damage to the Commission's property which results from the performance of this Agreement, maintenance of improvements, or from installation of subsequent improvements and shall reimburse the Commission for the damage.

(6) ACCESS: The County shall have access to the Commission's facility twenty-four (24) hours a day, seven days a week.

(7) CLOSED FACILITY: The parties agree that the Commission's facility is a closed facility and is enclosed by a fence. The County will hold harmless the Commission for any act of vandalism to or theft of the County's equipment while it is housed at the Commission's facility.

(8) DURATION OF THE AGREEMENT AND FEE: This Agreement will be of an continuing duration until terminated by either party for a total fee of One thousand dollars per year (\$1,000) payable in one installment of \$1,000 upon the execution of the agreement, and in annual subsequent installments of \$1,000 each, payable to the Commission on or before each succeeding anniversary date of the Agreement. If the agreement is so terminated by the Commission, for any reason, the County will be entitled to a refund equal to one twelfth (1/12) of the annual fee payment for any remaining unused months of the annual agreement period. If the agreement is so terminated by the County, for any reason, then the County shall not receive an abatement or refund of any portion of the annual fee payment paid to the Commission.

(9) INDEMNIFICATION: The County shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and

conditions of this Agreement. In addition to the liability imposed upon the County on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the County's performance under this Agreement, the County assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The County also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the County for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. In addition, the County agrees to hold harmless the Commission from personal injury and bodily injury, including death, to County's employees and agrees to hold the Commission harmless for damage to the County's equipment at the Commission's facility.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the County and the Commission.

(11) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) CANCELLATION: Either party to this Agreement may terminate this Agreement at any time with or without cause and for any reason whatsoever, by providing the other party with sixty (60) days advance written notification to the other party.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

*(Remainder of Page Intentionally Left Blank)*



IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

BOONE COUNTY COMMISSION

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title: Presiding Commissioner

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

\_\_\_\_\_  
Title: Commissioner

\_\_\_\_\_  
Title: Commissioner

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title:

Approved as to Form: *Only!*

\_\_\_\_\_  
Title: *County Commisioner*

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.

*June Fitchford by KT 3/22/2004*  
Auditor Date

*(Pending budget amendment approval)*

*2500-71500 \$1,000.00*

**Fund 250: Sheriff Forfeiture  
Solvency Analysis  
Prepared by Auditor's Office  
3-22-2004**

Fund Balance 1-1-2003 (Account 250-2913) 258,109.68

Plus: Actual Revenues 2003

Forfeitures	6,777.97
Interest (through Dec)	3,257.20
Workers Comp Refund 1994-1995	851.78

10,886.95

Less: Budgeted Expenditures 2003

	Current Budget	Budget Revision/ Amendment	Total	Actual YTD Expenditures + Encumbrances	Remaining Budget	
Class 1	12,487.00	0.00	12,487.00	12,486.59	0.41	
Class 2	11,000.00	0.00	11,000.00	7,937.10	3,062.90	
Class 3	4,100.00	0.00	4,100.00	2,606.30	1,493.70	
Class 4	2,400.00	0.00	2,400.00	1,964.09	435.91	
Class 5	4,434.00	0.00	4,434.00	2,564.19	1,869.81	
Class 6	6,070.00	0.00	6,070.00	6,070.00	0.00	
Class 7	1,800.00	0.00	1,800.00	643.98	1,156.02	
Class 8	12,152.00	0.00	12,152.00	6,203.00	5,949.00	
Class 9	31,139.00	0.00	31,139.00	31,137.51	1.49	
	<u>85,582.00</u>	<u>0.00</u>		<u>(85,582.00)</u>	<u>71,612.76</u>	<u>13,969.24</u>

Anticipated Fund Balance 12-31-2003

183,414.63

Plus: Budgeted Revenues 2004

0.00

Less: Budgeted Expenditures 2004

	Current Budget	Budget Revision/ Amendment	Total
Class 1	0.00	0.00	0.00
Class 2	11,000.00	0.00	11,000.00
Class 3	4,100.00	0.00	4,100.00
Class 4	2,400.00	0.00	2,400.00
Class 5	4,434.00	0.00	4,434.00
Class 6	6,374.00	0.00	6,374.00
Class 7	1,400.00	1,000.00	2,400.00
Class 8	17,582.00	0.00	17,582.00
Class 9	26,200.00	0.00	26,200.00
	<u>73,490.00</u>	<u>1,000.00</u>	<u>(74,490.00)</u>

Anticipated Fund Balance 12-31-2004

108,924.63

3/22/2004

FY 2004  
Budget Amendments/Revisions  
Sheriff Forfeiture (2500)

<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	3/22/2004	71500	Building Use/Rent Charge	1,000		Annual fee, north sub-station agreement with MO Highway & Transportation Commission

# CERTIFIED COPY OF ORDER

April Session of the April Adjourned Term. 20 04

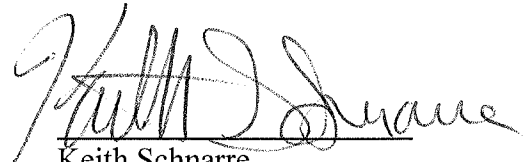
STATE OF MISSOURI }  
County of Boone } ea.

In the County Commission of said county, on the 5<sup>th</sup> day of April 20 04

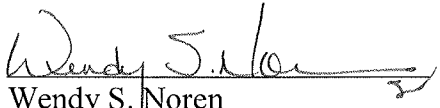
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Missouri Highways and Transportation Commission Facility Use Agreement for the Boone County Sheriff's Department Substation to be located at U.S. Highway 63 and Highway 124 in Northern Boone County.

Done this 5<sup>th</sup> day of April, 2004.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

CCO FORM:

Approved: 3/04 (BDG)

Revised:

Modified:

132-2004

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
FACILITY USE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the Boone County Commission (hereinafter, "County").

WITNESSETH:

WHEREAS, the Commission maintains a TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 13 WEST IN BOONE COUNTY MISSOURI BEING A PORTION OF THE TRACT DESCRIBED BY THE DEED RECORDED IN BOOK 1543 AT PAGE 436 OF THE BOONE COUNTY RECORDS (the intersection of Highway 124 East and Old Route 63 in Boone County, Missouri) (hereinafter, "Facility"); and

WHEREAS, the County has requested permission to house a mobile office trailer on a portion of the tract at the Facility; and

WHEREAS, the Commission is willing to allow the County to house the office trailer at Commission facilities.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, to be faithfully executed by the parties hereto, the parties agree as follows:

(1) PERMISSION TO HOUSE A MODULAR OFFICE UNIT: The Commission agrees to allow the County to house a modular office unit at the Commission's Facility.

(2) LOCATION: The County and the Commission shall meet to agree on a location at the Commission's facility to house the County's office trailer. The exact location for determination to house the office trailer shall be at the sole determination of the Commission.

(3) IMPROVEMENTS: Upon written approval from the Commission, the County will be required to erect improvements on the Commission's facility in fulfillment of Boone County and State regulations, in compliance to previous agreements made between the Commission and previous owner, and furtherance of this Agreement. The Commission may reject any proposed

improvement to the Commission's facility. All expenses associated with an approved improvement shall be borne entirely by the County. Upon the termination of this Agreement, all improvements made to the Commission's facilities shall become the property of the Commission.

(4) MAINTENANCE OF IMPROVEMENTS: The County is responsible for the maintenance of any approved and constructed improvement pursuant to paragraph (3). This maintenance shall include, but is not limited to, all regular maintenance needed to protect the public safety and shall include expenses related to utility service provided to any improvement. The County shall be responsible for injury resulting from improper maintenance of the County's equipment or any improvement made pursuant to this Agreement and the County shall hold the Commission harmless for the same. If the County fails to maintain any improvement made pursuant to this Agreement, the Commission may remove the improvement without reimbursement to the County. In addition, if the Commission removes any such improvement, the County will be responsible for the costs associated with the removal of the improvement.

(5) DAMAGE TO COMMISSION PROPERTY: The County shall be responsible for any and all damage to the Commission's property which results from the performance of this Agreement, maintenance of improvements, or from installation of subsequent improvements and shall reimburse the Commission for the damage.

(6) ACCESS: The County shall have access to the Commission's facility twenty-four (24) hours a day, seven days a week.

(7) CLOSED FACILITY: The parties agree that the Commission's facility is a closed facility and is enclosed by a fence. The County will hold harmless the Commission for any act of vandalism to or theft of the County's equipment while it is housed at the Commission's facility.

(8) DURATION OF THE AGREEMENT AND FEE: This Agreement will be of an continuing duration until terminated by either party for a total fee of One thousand dollars per year (\$1,000) payable in one installment of \$1,000 upon the execution of the agreement, and in annual subsequent installments of \$1,000 each, payable to the Commission on or before each succeeding anniversary date of the Agreement. If the agreement is so terminated by the Commission, for any reason, the County will be entitled to a refund equal to one twelfth (1/12) of the annual fee payment for any remaining unused months of the annual agreement period. If the agreement is so terminated by the County, for any reason, then the County shall not receive an abatement or refund of any portion of the annual fee payment paid to the Commission.

(9) INDEMNIFICATION: The County shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and

conditions of this Agreement. In addition to the liability imposed upon the County on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the County's performance under this Agreement, the County assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The County also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the County for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. In addition, the County agrees to hold harmless the Commission from personal injury and bodily injury, including death, to County's employees and agrees to hold the Commission harmless for damage to the County's equipment at the Commission's facility.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the County and the Commission.

(11) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) CANCELLATION: Either party to this Agreement may terminate this Agreement at any time with or without cause and for any reason whatsoever, by providing the other party with sixty (60) days advance written notification to the other party.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

*(Remainder of Page Intentionally Left Blank)*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

Approved as to Form:

\_\_\_\_\_  
Title

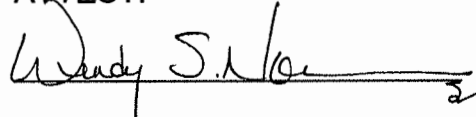
BOONE COUNTY COMMISSION

  
Title: Presiding Commissioner

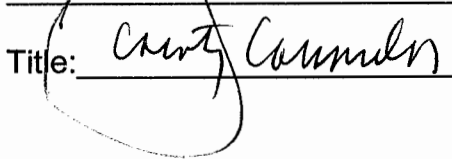
  
Title: Commissioner

\_\_\_\_\_  
Title: Commissioner

ATTEST:

  
Title: CLERK OF COUNTY COMMISSION

Approved as to Form: Orly:

  
Title: County Council

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.

June Pritchard by KF 3/22/2004  
Auditor Date

(Pending budget amendment approval)

2500-71500 \$1,000.00









# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

April Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

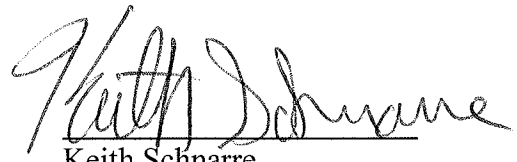
5<sup>th</sup> day of April

20 04

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

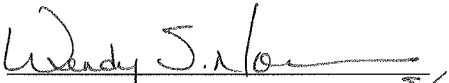
Now on this day the County Commission of the County of Boone does hereby approve the request by the Boone County Sheriff's Department to use savings in class 9 of the Proposition L budget for the purchase of 10 Glock Model 22 handguns.

Done this 5<sup>th</sup> day of April, 2004.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**BOONE COUNTY SHERIFF'S DEPARTMENT  
INTER-OFFICE MEMORANDUM**

**DATE:** March 17, 2004  
**TO:** Auditor's Office  
**FROM:** Capt. Beverly Braun  
**SUBJECT:** Class 9 – Prop. L.

I have been notified by our Firearms Committee that we are in desperate need of additional Glock handguns. We currently have none in reserve to issue when we have problems with our current issued handguns.

We have had to issue handguns to officers who had been carrying their personal weapon as well as to some of the Corrections Officers who are working the transports. We are losing officers who have been carrying their personal weapons and when we replace those officers, we cannot require those officers to provide their own handgun. It is an option for officers to carry their own, but it is not a requirement.

We had savings in purchasing our shotgun racks and could cover the cost of the Glocks. Purchasing has provided a purchase order which is attached.



**From:** Melinda Bobbitt  
**To:** Beverly Braun  
**Subject:** weapons

Beverly,  
OMB Police Supply said they will honor the contract prices from bid 12-25FEB03 - Firearms, through the end of this year. I'll make you up a Purchase Requisition for 10 of the Glock pistols that you can sign and forward to the Auditor's office.

I'm home with my sick daughter today, but I'll be in on Tuesday. If you do the Purchase Requisition before then, just let me know.

Thanks,  
Melinda

**CC:** Marlene Ridgway

3-15-04

3/24/2004

2004 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
<b>Sheriff Law Enforcement Sales Tax</b>										
2901-91300	camera - mobile video - (15)	61,500			61,500					61,500
2901-91300	shotgun - less lethal - (10)	4,500			4,500	3-4-2004	3,708			792
2901-91300	portable breath testing devise - (5)	2,000			2,000					2,000
2901-91300	camera - digital - (6)	3,516			3,516	2-17-2004	3,180			336
2901-91300	stop stick - (5)	2,750			2,750					2,750
2901-91300	shotgun racks - (28)	11,200			11,200	2-17-2004	5,011			6,189
2901-91300	tasar - (5)	4,000			4,000					4,000
2901-91300	handgun - Glock - (10) (added 3-24-2004)					3-24-2004	3,570			(3,570)
Total		89,466		0	89,466		15,469		0	73,997
2901-91301	mobile data terminal - (3)	27,000			27,000					27,000
Total		27,000		0	27,000		0		0	27,000
2901-92300	radio - mobile - (4)	8,400			8,400	3-17-2004	8,792			(392)
2901-92300	radio - portable - (4)	3,600			3,600					3,600
2901-92300	light bar - (4)	6,400			6,400	2-26-2004	2,840			3,560
2901-92300	camera - mobile video - (4)	16,400			16,400					16,400
Total		34,800		0	34,800		11,632		0	23,168
2901-92400	vehicle - rebudgeted from 2003	14,256			14,256			2-19-2004	16,693	(2,437)
2901-92400	vehicle - (12)	250,800			250,800					250,800
Total		265,056		0	265,056		0		16,693	248,363
<b>Total Sheriff Law Enforcement Sales Tax</b>		<b>416,322</b>		<b>0</b>	<b>416,322</b>		<b>27,101</b>		<b>16,693</b>	<b>372,528</b>



# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

County of Boone

April Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

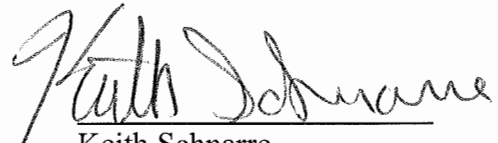
5<sup>th</sup> day of April

20 04

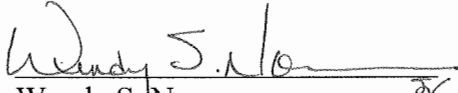
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the General Consultant Services Agreement with Barr Engineering Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 5<sup>th</sup> day of April, 2004.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**GENERAL CONSULTANT SERVICES AGREEMENT**  
**(Fiscal Year 2004)**

134-2004

**THIS AGREEMENT** dated this 5 day of APRIL, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Barr Engineering Company (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BARR ENGINEERING COMPANY**

By Alan J. Farley

Title V.P.

Dated: 3/15/04

**BOONE COUNTY, MISSOURI**

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 5 APRIL 2004

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

Wendy J. [Signature]  
County Clerk

APPROVED:

David [Signature] 3/29/04  
Director, Boone County Public Works

CERTIFICATION:

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

no unencumbered balance 3/29/04  
Auditor [Signature] Date



### Fee Schedule—2004

Rev. 01/01/04

Description	Rate <sup>4</sup> (dollars)
Principal Engineer/Scientist.....	\$90-160
Senior Consultants <sup>1</sup> .....	\$90-175
Senior Engineer/Scientist <sup>1</sup> .....	\$80-115
Engineer/Scientist <sup>1</sup> .....	\$55-90
Computer Specialist.....	\$55-115
Senior Technician <sup>2</sup> .....	\$60-100
Technician <sup>2</sup> .....	\$40-75
Information Specialist.....	\$35-55
Communication Specialist.....	\$70-120
Technical Writer.....	\$55-90
Support Service Manager.....	\$80-160
Support Service <sup>3</sup> .....	\$35-85

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Reimbursable expenses including, but not limited to, the actual and reasonable costs of transportation, meals, lodging, long-distance telephone charges, parking costs, postage, and shipping charges will be billed at actual cost. Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules. Mileage will be billed at the IRS-allowable rate.

<sup>1</sup> Includes engineers, biologists, chemists, hydrogeologists, geologists, industrial hygienists, soil scientists, meteorologists, environmental scientists, information technology consultants, and landscape architects.

<sup>2</sup> Includes surveyors, drafters, CADD operators, designers, cost estimators, construction observers, water, air and waste samplers, safety technicians, interns, and data management technicians.

<sup>3</sup> Includes word processing, report production, project accounting, and other project clerical.

<sup>4</sup> Rates do not include sales tax on services that may be required in some states.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

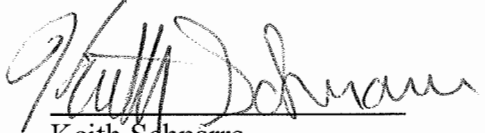
5<sup>th</sup> day of April

20 04

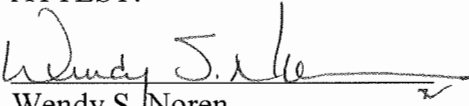
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Grant of Easement for Utility Purposes Exhibit A-1, Exhibit A-2 and Exhibit A-3. It is further ordered that the Presiding Commissioner be hereby authorized to sign said easements.

Done this 5<sup>th</sup> day of April, 2004.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**GRANT OF EASEMENT FOR UTILITY PURPOSES**

THIS INDENTURE, made on the 5 day of APRIL, 2004, by and between Boone County, Missouri, a political subdivision of the State of Missouri, through its County Commission, Grantor, and the City of Columbia, Missouri, a municipal corporation, Grantee, Grantees mailing address Post Office Box 6015, Columbia, MO 65205.

WITNESSETH:

THAT the Grantor, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the City of Columbia, Missouri, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, an easement for the right, privilege, and authority to construct, operate, replace, repair and maintain water mains, electric light and power transmission lines, sanitary sewer lines, and all other public utilities, and all necessary appurtenances to make these utilities complete and usable, over, under, across, and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

**See the attached "EXHIBIT A-1" for description**

This grant includes the right of the City of Columbia, Missouri, its officers, agents, and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement or the premises of the Grantor adjoining the same or either side thereof any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the City, may endanger the safety of or interfere with the operation and maintenance of said City's facilities; also the right of ingress and egress to and from the herein described premises over any of the adjoining land of the Grantor for the purpose of exercising any of the rights herein granted.

The Grantor covenants, subject to liens and encumbrances of record at the date of this easement, that it is the owner of the above described land and has the right and authority to make and execute this agreement in behalf of said corporation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its Presiding Commissioner and attested by its County Clerk the day and year first written above.

Boone County, Missouri  
By its County Commission

*Keith Schnarre*  
Keith Schnarre, Presiding Commissioner  
135-2004

ATTEST:

*Wendy S. Noren*  
Wendy S. Noren, County Clerk

STATE OF MISSOURI )  
COUNTY OF BOONE )ss.  
)

On this 5 day of APRIL in the year 2004, before me, a Notary Public in and for said state, personally appeared, Keith Schnarre, who being by me duly sworn, acknowledged that he is the presiding commissioner of the Boone County Commission and that the within instrument was signed in behalf of said County Commission and further acknowledged that he executed the same for the purposes therein stated and that he has been granted the authority by said County Commission on behalf of Boone County, Missouri, to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SHAWNA M. VICTOR  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires October 14, 2005

*Shawna M. Victor*  
Notary Public, SHAWNA M. VICTOR

My commission expires: 14 OCTOBER 2005

"EXHIBIT A-1"

A strip of land, of varying width, being part of that land described within the QUITCLAIM DEED recorded in Book 2449, page 127, as "..... land known as Old Route 63 from Station 3+361.0 (110+26.90) BK = Station 3+383.11 (110+99.44) AH to Station 3+709.40 (121+69.95) lying north of the Route AC left or west right of way line, as shown on attached Exhibit A, situated in the Southwest Quarter of the Northwest Quarter and in the Northwest Quarter of the Southwest Quarter of Section 29, Township 48 North, Range 12 West, as described in Book 173 Pages 174, 188, and 189, Book 374 Pages 688 and 296, in the Boone County Recorder's Office, and by condemnation petition filed in the Circuit Court of Boone County on March 15, 1968." Said strip is described as follows:

BEGINNING on the left or northeasterly line of the above described land at the southwest corner of Lot 1 of the plat of Bluff Creek Office Park Plat 3-D, recorded in Plat Book 30, Page 5 in said Recorder's Office, said corner being shown on said plat as 100.00 feet left of the centerline of Old Route 63 at a Station calculated from information shown on said plat to be 115+40.63; thence parallel with said centerline the following courses: South 45° 32' 20" East 167.32 feet to 100 feet left of said centerline at Station TS 117+07.95; 143.47 feet along the spiral (a chord bears South 46° 45' 37" East 143.44 feet) to the beginning of a 1045.92-foot radius curve to the left at 100 feet left of said centerline at Station SC 118+57.95; and along said curve 284.77 feet (a chord bears South 57° 05' 20" East 283.89 feet) to 100 feet left of said centerline at Station 121+69.95; thence leaving said parallel line, South 25° 06' 40" West 16.00 feet to a point on a 1061.92-foot radius, non-tangent to the preceding course, curve at 84 feet left of said centerline at said Station 121+69.95; thence northwesterly, curving to the right along the last said curve, 289.13 feet (a chord bears North 57° 05' 20" West 288.24 feet) to 84.00 feet left of said centerline at Station SC 118+57.95; thence North 48° 22' 07" West 224.68 feet to 76.00 feet left of said centerline at Station 116+28.00; thence North 40° 18' 26" West 87.74 feet to 84.00 feet left of said centerline at Station 115+40.63; thence North 44° 27' 40" East 16.00 feet to the BEGINNING and containing 0.24 acre, more or less.

**GRANT OF EASEMENT FOR UTILITY PURPOSES**

THIS INDENTURE, made on the 5 day of APRIL, 2004, by and between Boone County, Missouri, a political subdivision of the State of Missouri, through its County Commission, Grantor, and the City of Columbia, Missouri, a municipal corporation, Grantee, Grantee=s mailing address Post Office Box 6015, Columbia, MO 65205.

WITNESSETH:

THAT the Grantor, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the City of Columbia, Missouri, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, an easement for the right, privilege, and authority to construct, operate, replace, repair and maintain water mains, electric light and power transmission lines, sanitary sewer lines, and all other public utilities, and all necessary appurtenances to make these utilities complete and usable, over, under, across, and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

**See the attached "EXHIBIT A-2" for description**

This grant includes the right of the City of Columbia, Missouri, its officers, agents, and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement or the premises of the Grantor adjoining the same or either side thereof any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the City, may endanger the safety of or interfere with the operation and maintenance of said City's facilities; also the right of ingress and egress to and from the herein described premises over any of the adjoining land of the Grantor for the purpose of exercising any of the rights herein granted.



**"EXHIBIT A-2"**

A tract of land, being part of that land described within the QUITCLAIM DEED recorded in Book 2449, page 127, as "..... land known as Old Route 63 from Station 3+361.0 (110+26.90) BK = Station 3+383.11 (110+99.44) AH to Station 3+709.40 (121+69.95) lying north of the Route AC left or west right of way line, as shown on attached Exhibit A, situated in the Southwest Quarter of the Northwest Quarter and in the Northwest Quarter of the Southwest Quarter of Section 29, Township 48 North, Range 12 West, as described in Book 173 Pages 174, 188, and 189, Book 374 Pages 688 and 296, in the Boone County Recorder's Office, and by condemnation petition filed in the Circuit Court of Boone County on March 15, 1968." Said tract of land is described as follows:

Starting on the left line of the above described land at the southwest corner of Lot 1 of the plat of Bluff Creek Office Park Plat 3-D, recorded in Plat Book 30, Page 5 in said Recorder's Office, said corner being shown on said plat as 100.00 feet left of the centerline of Old Route 63 at a Station calculated from information shown on said plat to be 115+40.63; thence South 44° 27' 40" West 16.00 feet to 84.00 feet left of said centerline at said Station 115+40.63; thence South 40° 18' 26" East 87.74 feet to 76.00 feet left of said centerline at Station 116+28.00, the POINT OF BEGINNING; thence South 48° 22' 07" East 34.28 feet to 77.69 feet left of said centerline at Station 116+62.24; thence South 59° 46' 41" West 46.34 feet to 33.00 feet left of said centerline at Station 116+50.00; thence North 45° 32' 20" West 21.00 feet to 33.00 feet left of said centerline at Station 116+29.00; thence North 43° 07' 44" East 43.01 feet to the POINT OF BEGINNING and containing 1206 square feet, more or less.

**GRANT OF EASEMENT FOR UTILITY PURPOSES**

THIS INDENTURE, made on the 5 day of APRIL, 20 04, by and between Boone County, Missouri, a political subdivision of the State of Missouri, through its County Commission, Grantor, and the City of Columbia, Missouri, a municipal corporation, Grantee, Grantee=s mailing address Post Office Box 6015, Columbia, MO 65205.

WITNESSETH:

THAT the Grantor, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the City of Columbia, Missouri, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, an easement for the right, privilege, and authority to construct, operate, replace, repair and maintain water mains, electric light and power transmission lines, sanitary sewer lines, and all other public utilities, and all necessary appurtenances to make these utilities complete and usable, over, under, across, and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

**See the attached "EXHIBIT A-3" for description**

This grant includes the right of the City of Columbia, Missouri, its officers, agents, and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement or the premises of the Grantor adjoining the same or either side thereof any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the City, may endanger the safety of or interfere with the operation and maintenance of said City's facilities; also the right of ingress and egress to and from the herein described premises over any of the adjoining land of the Grantor for the purpose of exercising any of the rights herein granted.



The Grantor covenants, subject to liens and encumbrances of record at the date of this easement, that it is the owner of the above described land and has the right and authority to make and execute this agreement in behalf of said corporation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its Presiding Commissioner and attested by its County Clerk the day and year first written above.

Boone County, Missouri  
By its County Commission  
*Keith Schnarre*  
Keith Schnarre, Presiding Commissioner  
135-2004

ATTEST: *Wendy S. Noren*  
Wendy S. Noren, County Clerk

STATE OF MISSOURI )  
 )ss.  
COUNTY OF BOONE )

On this 5 day of APRIL in the year 2004, before me, a Notary Public in and for said state, personally appeared, Keith Schnarre, who being by me duly sworn, acknowledged that he is the presiding commissioner of the Boone County Commission and that the within instrument was signed in behalf of said County Commission and further acknowledged that he executed the same for the purposes therein stated and that he has been granted the authority by said County Commission on behalf of Boone County, Missouri, to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SHAWNA M. VICTOR  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires October 14, 2005

*Shawna M. Victor*  
Notary Public SHAWNA M. VICTOR

My commission expires: 14 OCTOBER 2005

"EXHIBIT A-3"

A strip of land, 16 feet wide, being part of that land described within the QUITCLAIM DEED recorded in Book 2449, Page 127, as "..... land known as Old Route 63 from Station 3+361.0 (110+26.90) BK = Station 3+383.11 (110+99.44) AH to Station 3+709.40 (121+69.95) lying north of the Route AC left or west right of way line, as shown on attached Exhibit A, situated in the Southwest Quarter of the Northwest Quarter and in the Northwest Quarter of the Southwest Quarter of Section 29, Township 48 North, Range 12 West, as described in Book 173 Pages 174, 188, and 189, Book 374 Pages 688 and 296, in the Boone County Recorders Office, and by condemnation petition filed in the Circuit Court of Boone County on March 15, 1968." Said 16.00-foot wide strip is described as follows:

STARTING on the left or northeasterly line of the above described land at the southwest corner of Lot 1 of the plat of Bluff Creek Office Park Plat 3-D, recorded in Plat Book 30, Page 5 in said Recorder's Office, said corner being shown on said plat as 100.00 feet left of the centerline of Old Route 63 at a Station calculated from information shown on said plat to be 115+40.63; thence along a line being parallel with said centerline the following courses:

South 45° 32' 20"East 167.32 feet to 100 feet left of said centerline at Station TS 117+07.95; 143.47 feet along the spiral (a chord bears South 46° 45' 37"East 143.44 feet) to the beginning of a 1045.92-foot radius curve to the left at 100 feet left of said centerline at Station SC 118+57.95; thence leaving said parallel line, South 40° 42' 40"West 16.00 feet to 84.00 feet left of said centerline at the beginning of a 1061.92-foot radius curve, non-tangent to the preceding course, at said Station SC 118+57.95; thence southeast and curving to the left 60.92 feet along said curve (a chord bears South 50° 55' 57"East 60.91 feet) to 84.00 feet left of said centerline at Station 119+23.69, the POINT OF BEGINNING; thence continuing along said curve 16.12 feet (a chord bears South 53° 00' 39"East 16.12 feet) to 84.00 feet left of said centerline at Station 119+41.08; thence leaving said curve South 44° 00' 00"West 51.41 feet to 33.00 feet left of said centerline at Station 119+34.22, being on a 1112.92-foot radius non-tangent curve; thence northwest and curving to the right along the last said curve 16.12 feet (a chord bears North 52° 41' 17"West 16.11 feet) to 33.00 feet left of said centerline at Station 119+17.64; thence leaving said curve North 44° 00' 00"East 51.32 feet to the beginning and containing 822 square feet, more or less.