

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

18th

day of

October

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the Village of Hartsburg regarding the distribution of certain road sales tax and property tax revenues.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Road & Bridge Improvement/Repair Cooperative Agreement.

Done this 18th day of October, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPROVED APPLICATION-BASED PROJECT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 18<sup>th</sup> day of October, 2016, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Village of Hartsburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an application entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
  - a. County will pay to the City the sum of **Ten Thousand Forty Dollars and Five Cents (\$10,040.05)** as determined by the formula for Year 4 of the 6-year cycle as

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<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

described in the aforementioned Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

**3. CITY AGREEMENTS.**

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 464-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

471-2016

**BOONE COUNTY**

By:

*Paul K. Wolf*  
Presiding Commissioner

Date: 10-18-16

ATTEST:

*Wendy S. Noreney*  
County Clerk

APPROVED AS TO FORM:

*[Signature]*  
County Attorney

**Boone County Auditor Certification:**

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

*Jane E. Pitchford*  
County Auditor *by [Signature]*

10/17/16  
Date  
2049-71452

**VILLAGE OF HARTSBURG**

By:

*Robert F. Brown*  
Authorized City Representative

Date: 10-05-16

ATTEST:

*Debbie H. Blouin*  
City Clerk

APPROVED AS TO FORM:

*Kelle Clie*  
City Attorney

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

                      
October Session of the October Adjourned

Term. 20 16

County of Boone

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ea.

In the County Commission of said county, on the

18th

day of

October

20 16

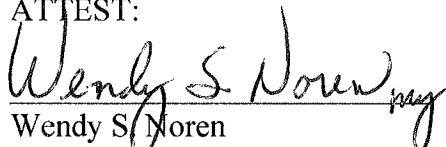
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to release funds set aside by Commission in reserved fund balance. Funds were received from the City of Columbia as a return of the Airport Subsidy Agreement and were set aside to be used on non-recurring expenditures or projects. These funds will be used to contract for healthcare consulting services in connection with the pending Request for Proposal for the Boone Hospital Lease.


Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1190	71101	Non-Departmental	Professional Services		125,000

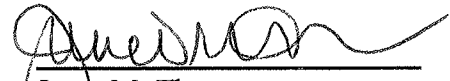
Done this 18th of October, 2016.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

**BOONE COUNTY, MISSOURI  
REQUEST FOR BUDGET AMENDMENT**

9/1/16

**EFFECTIVE DATE**

**FOR AUDITORS USE**

(Use whole \$ amounts)  
Transfer From      Transfer To  
Decrease              Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1190	71101	Non-Departmental	Professional Services		125,000
				-	<b>125,000</b>

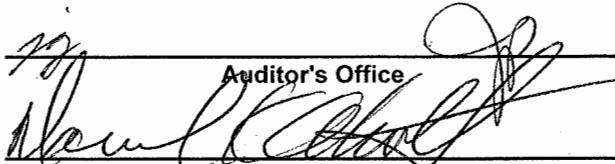
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Budget Amendment to release funds set aside by Commission in reserved fund balance. These funds were received from City of Columbia as a return of Airport Subsidy Agreement. The funds were set aside by Commission to be used on non-recurring expenditures or projects. See Commission Order 356-2015 for original order. The funds will be used to contract for healthcare consulting services to County in connection with a pending Request for Proposal for Boone Hospital Lease.

**Auditor's Office  
Requesting Official**

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A fund-solvency schedule is attached.
- Comments: **Healthcare Consulting Services**
- Agenda
- Auditor

  
\_\_\_\_\_  
PRESIDING COMMISSIONER

  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

  
\_\_\_\_\_  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

County of Boone

} ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 11th day of August 20 15

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 to recognize the unanticipated revenue of \$521,825 received from the City of Columbia, a return of Airport Subsidy Guarantee contract payment, plus interest, and to establish a budget of \$11,000 to be used for costs needed to support the work of the Central Missouri Events Center Review Board Committee. The remaining amount of the revenue, approximately \$510,000, will be set-aside in reserved fund balance in the General Fund for one or more non-recurring expenditures or projects to be determined by the Commission at a future date.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1190	3826	Non-Departmental	Prior Year Cost Repayment		521,825
1121	23000	County Commission	Office Supplies		500
1121	23001	County Commission	Printing		500
1121	37220	County Commission	Travel		4,500
1121	37235	County Commission	Meals & Lodging		1,000
1121	71101	County Commission	Professional Services		2,500
1121	83100	County Commission	Awards		500
1121	84010	County Commission	Receptions/Meetings		500
1121	84300	County Commission	Advertising		1,000
					532,825

Done this 11th of August, 2015.

ATTEST:

*Wendy S. Noren*  
 Wendy S. Noren  
 Clerk of the County Commission

*Daniel K. Atwill*  
 Daniel K. Atwill  
 Presiding Commissioner

*Karen M. Miller*  
 Karen M. Miller  
 District I Commissioner

*Janet M. Thompson*  
 Janet M. Thompson  
 District II Commissioner

## HEALTHCARE CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 21<sup>st</sup> day of September, 2016, 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/or "County") and **Newpoint Healthcare Advisors, LLC** (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. **Agreement duration** – This contract shall be effective beginning September 2, 2016 and shall run through June 1, 2017, unless extended by mutual agreement.

2. **Services** – Consultant shall provide healthcare consulting services to County in connection with the pending Request for Proposals (RFP) issued by the Boone Hospital Board of Trustees in 2016 in order to protect the interest of County and County's taxpayers in connection with said RFP. Consultant shall perform those professional services as outlined in Consultant's proposal dated September 5, 2016, a copy of which is attached hereto and incorporated by reference.

3. **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 as set forth in Consultant's proposal. **County's obligations under this contract for all fee payments to Consultant shall not exceed One Hundred Thousand Dollars (\$100,000.00) without prior, written approval of County, and County's obligations under this contract to reimburse for expenses of Consultant shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) without prior, written approval of County.** 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 show hours expended by classes of personnel and rates applied; reimbursable expenses shall be itemized by category. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. 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.

4. **Owner Responsibilities** – Owner agrees to furnish Consultant with all current and available information received relating to the project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Insurance** – Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than

\$1,000,000.00 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. **Records** – 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.

7. **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.

8. **Owner Authorization** – When the term Owner or County 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 Presiding Commissioner 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.

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

10. **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.


11. **Certification of Lawful Presence / Work Authorization** – Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

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.

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

NEWPOINT HEALTHCARE ADVISORS, LLC

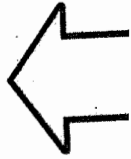
BOONE COUNTY, MISSOURI

By   
Title Chairman & Member

By \_\_\_\_\_  
Presiding Commissioner

Dated: 9/16/16

Dated: \_\_\_\_\_



ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO LEGAL FORM:

  
County Counselor

**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 appropriations sufficient to pay the costs arising from this contract.

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Date

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**From:** Joe Lupica <jlupica@newpointhealth.com>  
**To:** Dan Atwill <danatwill@me.com>, CJ Dykhouse <cdykhouse@boonecountymmo.org>  
**Date:** 9/5/2016 11:10 PM  
**Subject:** RE: Boone Hospital - Duke LifePoint proposal  
**CC:** Carol Geffner PhD <cgeffner@newpointhealth.com>, <bladon@newpointhealth.com>

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Commissioner Atwill and Mr. Dykhouse:

We are pleased that Boone County has retained Newpoint to assist the County in its collaboration on determining a lessee or other affiliation (for ease of reference, "Affiliation") partner for Boone Hospital Center, its negotiation of the resulting Affiliation, advisory support for your potential decision regarding approval, and other strategic and transactional matters related to the Affiliation (the "Assignment"). Newpoint will serve as the County's exclusive strategic and transaction advisor for the Affiliation, and this email confirms our agreement on financial and confidentiality arrangements for the Assignment.

**Staffing:** Newpoint will perform the Assignment in coordination with Commissioner Atwill as our chief contact. Because I will personally serve as Boone County's principal consultant, each of you will have my personal attention. I can also provide additional expertise from among several of Newpoint's other professionals.

**Fees and Expenses:** As agreed, we will deliver our services on a straight hourly basis, at the ranges below:

Partner	\$400-525
Principal	\$300-375
Senior Consultant	\$200-300
Staff Consultant	\$150-200
Project Analyst	\$ 75-150

In addition, reasonable out-of-pocket expenses for travel, express delivery, specialized data access, duplication, and the like, will be invoiced monthly at cost, with no mark-up.

**Confidentiality and Miscellaneous:** Newpoint Healthcare Advisors, LLC ("Newpoint"), its employees and agents will keep in strict confidence and not disclose to any person without the consent of the Boone County, or its advisors, agents, or authorized employees (collectively, the "Client"), nor use in any manner other than in connection with the performance of this assignment any information obtained from the Client except that which is otherwise publicly known or available other than through the intentional or inadvertent breach of Newpoint or any employee or agent thereof or becomes known or available through some other source that is not subject to a duty of confidentiality.

We understand that the Client or its advisors or agents will furnish Newpoint with information regarding the business and financial condition of the Client as is reasonably requested, and that Newpoint may rely, without independent verification, on the accuracy and completeness of all information so furnished.

\* \* \*

We appreciate the trust you have placed in our firm as you prepare to exercise your fiduciary and statutory duty and authority in this highly consequential matter. As we said in our original proposal back in May, we look forward to engaging the County and the Trustees in an exercise of logic, open-minded thinking, and plenty of fiduciary gut intuition – which we will document with counsel to build a record of the good stewardship behind

your eventual vote.

You can count on us to work diligently with the County to serve the aspirations of the people who depend on their leaders for informed and thoroughly examined decisions.

Thank you.

--Joe

*Confidential work product subject to attorney-client privilege*

Joseph R. Lupica, Chairman

Newpoint Healthcare Advisors, LLC

602.265.5000

---

Denver | Phoenix | St. Louis | Newport Beach | Boston





**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

18th

day of

October

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and Newpoint Healthcare Advisors, LLC for services in connection with the pending Request for Proposal issued by the Boone Hospital Board of Trustees in order to protect the interest of the County and the County's taxpayers related to said RFP.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Healthcare Consultant Services Agreement.

Done this 18th day of October, 2016.

ATTEST:

*Wendy S. Noren*  
Wendy S. Noren  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Karen M. Miller*  
Karen M. Miller  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## HEALTHCARE CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 18<sup>th</sup> day of October, 2016, 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/or "County") and **Newpoint Healthcare Advisors, LLC** (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. **Agreement duration** – This contract shall be effective beginning September 2, 2016 and shall run through June 1, 2017, unless extended by mutual agreement.

2. **Services** – Consultant shall provide healthcare consulting services to County in connection with the pending Request for Proposals (RFP) issued by the Boone Hospital Board of Trustees in 2016 in order to protect the interest of County and County's taxpayers in connection with said RFP. Consultant shall perform those professional services as outlined in Consultant's proposal dated September 5, 2016, a copy of which is attached hereto and incorporated by reference.

3. **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 as set forth in Consultant's proposal. **County's obligations under this contract for all fee payments to Consultant shall not exceed One Hundred Thousand Dollars (\$100,000.00) without prior, written approval of County, and County's obligations under this contract to reimburse for expenses of Consultant shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) without prior, written approval of County.** 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 show hours expended by classes of personnel and rates applied; reimbursable expenses shall be itemized by category. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. 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.

4. **Owner Responsibilities** – Owner agrees to furnish Consultant with all current and available information received relating to the project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Insurance** – Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than

\$1,000,000.00 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. **Records** – 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.

7. **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.

8. **Owner Authorization** – When the term Owner or County 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 Presiding Commissioner 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.

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

10. **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.

11. **Certification of Lawful Presence / Work Authorization** – Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

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.

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

NEWPOINT HEALTHCARE ADVISORS, LLC

BOONE COUNTY, MISSOURI

By [Signature]  
Title Chairman & Member

By [Signature]  
Presiding Commissioner

Dated: 9/16/16

Dated: 10-18-16

ATTEST:  
[Signature]  
County Clerk

APPROVED AS TO LEGAL FORM:  
[Signature]  
County Counselor

**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 appropriations sufficient to pay the costs arising from this contract.

[Signature] 10/18/2016  
County Auditor Date  
1190-71101

**From:** Joe Lupica <jlupica@newpointhealth.com>  
**To:** Dan Atwill <danatwill@me.com>, CJ Dykhouse <cdykhouse@boonecountymmo.org>  
**Date:** 9/5/2016 11:10 PM  
**Subject:** RE: Boone Hospital - Duke LifePoint proposal  
**CC:** Carol Geffner PhD <cgeffner@newpointhealth.com>, <bladon@newpointhealth....>

Commissioner Atwill and Mr. Dykhouse:

We are pleased that Boone County has retained Newpoint to assist the County in its collaboration on determining a lessee or other affiliation (for ease of reference, "Affiliation") partner for Boone Hospital Center, its negotiation of the resulting Affiliation, advisory support for your potential decision regarding approval, and other strategic and transactional matters related to the Affiliation (the "Assignment"). Newpoint will serve as the County's exclusive strategic and transaction advisor for the Affiliation, and this email confirms our agreement on financial and confidentiality arrangements for the Assignment.

**Staffing:** Newpoint will perform the Assignment in coordination with Commissioner Atwill as our chief contact. Because I will personally serve as Boone County's principal consultant, each of you will have my personal attention. I can also provide additional expertise from among several of Newpoint's other professionals.

**Fees and Expenses:** As agreed, we will deliver our services on a straight hourly basis, at the ranges below:

Partner	\$400-525
Principal	\$300-375
Senior Consultant	\$200-300
Staff Consultant	\$150-200
Project Analyst	\$ 75-150

In addition, reasonable out-of-pocket expenses for travel, express delivery, specialized data access, duplication, and the like, will be invoiced monthly at cost, with no mark-up.

**Confidentiality and Miscellaneous:** Newpoint Healthcare Advisors, LLC ("Newpoint"), its employees and agents will keep in strict confidence and not disclose to any person without the consent of the Boone County, or its advisors, agents, or authorized employees (collectively, the "Client"), nor use in any manner other than in connection with the performance of this assignment any information obtained from the Client except that which is otherwise publicly known or available other than through the intentional or inadvertent breach of Newpoint or any employee or agent thereof or becomes known or available through some other source that is not subject to a duty of confidentiality.

We understand that the Client or its advisors or agents will furnish Newpoint with information regarding the business and financial condition of the Client as is reasonably requested, and that Newpoint may rely, without independent verification, on the accuracy and completeness of all information so furnished.

\* \* \*

We appreciate the trust you have placed in our firm as you prepare to exercise your fiduciary and statutory duty and authority in this highly consequential matter. As we said in our original proposal back in May, we look forward to engaging the County and the Trustees in an exercise of logic, open-minded thinking, and plenty of fiduciary gut intuition – which we will document with counsel to build a record of the good stewardship behind

473-2016

your eventual vote.

You can count on us to work diligently with the County to serve the aspirations of the people who depend on their leaders for informed and thoroughly examined decisions.

Thank you.

--Joe

*Confidential work product subject to attorney-client privilege*

Joseph R. Lupica, Chairman

Newpoint Healthcare Advisors, LLC

602.265.5000

---

Denver | Phoenix | St. Louis | Newport Beach | Boston

**WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone )  
 )ss  
State of Missouri )

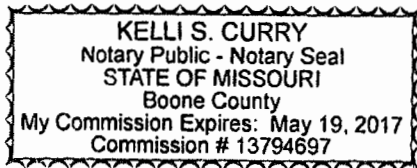
My name is Joseph R Lupica. I am an authorized agent of Newport Healthcare Consultants, LLC (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 9/21/16  
Affiant Date  
JR Lupica  
Printed Name

Subscribed and sworn to before me this 21<sup>st</sup> day of September, 2016.

[Signature]  
Notary Public





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

18th

day of

October

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County, the City of Columbia and the Missouri Highways and Transportation Commission for railroad crossing improvements at O'Rear Road.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 18th day of October, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

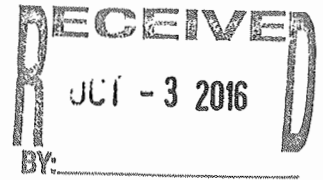
Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

Missouri Department of Transportation  
*Patrick K. McKenna, Director*

1.888.ASK MODOT (275.6636)



September 29, 2016

Boone County Commission  
Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201-7732

Dear Commissioners:

I have enclosed three copies of a supplemental agreement for the following safety improvement project in Boone County on the COLT Railroad.

Roadway	Crossing No.	Safety Improvement
O'Rear Road	480 770U	New flashing light signals and gates

Please sign and date each copy where indicated and return the documents to this office for further handling. Upon the agreement being fully executed, I will return a copy to you for your files.

If you have any questions or if we can be of assistance, please contact me at (573) 751-7125 or Troy Hughes at (573) 526-3577

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Richard Allsbury".

Richard Allsbury  
Rail Safety Specialist



*Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.*

[www.modot.org](http://www.modot.org)

CCO Form: RR09  
Approved: 04/04 (BDG)  
Revised: 07/13 (MWH)  
Modified:

O'rear Road  
Hallsville  
Boone County  
Crossing No. 480 770U  
No RRP-000S(497)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SUPPLEMENTAL AGREEMENT FOR HIGHWAY/RAIL  
CROSSING SIGNAL IMPROVEMENTS**

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**LIST OF EXHIBITS**

- EXHIBIT 1** DETAILED PLAN
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- EXHIBIT 4** CITY ORDINANCE

**LIST OF ACRONYMS**

- AHC** Administrative Hearing Commission
- CFR** Code of Federal Regulations
- DBE** Disadvantaged Business Enterprise
- FAPG** Federal-Aid Program Guide
- FHWA** Federal Highway Administration
- RSMo** Missouri Revised Statutes
- USC** United States Code
- USDOT** United States Department of Transportation

*(Remainder of page intentionally left blank)*

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Columbia, Missouri, the owner and operator of Columbia Terminal Railroad (hereinafter, "Railroad") and Boone County (hereinafter, "Agency"), pursuant to the terms of a Master Agreement for Improved Warning Devices between the Railroad and the Commission, executed by the Railroad on June 4, 1992, and by the Commission on June 10, 1992 (hereinafter, "Master Agreement").

WITNESSETH:

WHEREAS, the installation of improved grade crossing warning devices appears to be warranted at an existing grade crossing in Hallsville, Missouri, where O'Rear Road intersects Railroad's tracks at a public highway/rail grade crossing designated as USDOT # 480 770U (hereinafter referred to as the "O'Rear Road Grade Crossing"); and

WHEREAS, the parties agree that this installation shall be in substantial compliance with the *Manual on Uniform Traffic Control Devices* (MUTCD), and will enhance safety to both highway and railroad traffic at said grade crossing.

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on September 21, 2015, during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic at this crossing; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide for funding, installation, and maintenance of additional warning devices at this roadway-railroad crossing (which are hereinafter referred to as the "Project").

(2) SCOPE OF WORK:

(A) The scope of work includes the Railroad's installation of new flashing light signals and gates with LED lights, audible bells, a new signal bungalow with redundant constant warning time circuitry at the at the O'Rear Road Grade Crossing (US DOT# 480 770U ).

(B) The scope of work also includes the Agency's installation of stop lines and pavement markings along the roadway approaches to both sides of the O'rear Road Grade Crossing if needed.

(3) FUNDING AND APPORTIONMENT OF COSTS: The Commission will reimburse the Railroad for one hundred percent (100%) of the eligible costs of the work described in Section 2(A) of this Supplemental Agreement. The Agency shall assume responsibility for one hundred percent (100%) of the costs of the work described in Section 2(B) of this Supplemental Agreement.

(4) COST OF PROJECT: The cost of the project shall be the total monies expended by the Railroad to complete the installation, all in accordance with the plan and cost estimate developed by the Railroad for this specific project. The detailed plan and cost estimate (marked as Exhibits 1 and 2, respectively) are attached hereto and incorporated by reference in this Agreement.

(5) PRELIMINARY WORK: The Railroad will prepare and submit to the Commission a detailed plan and cost estimate for the work of the Project, as described during the diagnostic inspection and field review conducted on September 21, 2015, and in accordance with the provisions of the Master Agreement.

(6) CHANGE ORDERS: If any change is made in the original plan and extent of the work, the Commission's reimbursement to the Railroad shall be limited to costs covered by a change order, which is approved by the Commission before the performance of the work.

(7) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of work, the Railroad shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Railroad, the Commission will withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

(8) INSTALLATION:

(A) The Railroad, upon receipt of notification from the Commission, shall furnish all labor and material and complete the installation in Subsection 2(A) in accordance with the Master Agreements, and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in the Federal-Aid Program Guide (FAPG).

(B) The Agency shall complete its performance of the work described in Subsection 2(B) of this Supplemental Agreement in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving and authorizing the Project described in this Supplemental Agreement.

(9) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Railroad in compliance with the

applicable provisions of 23 CFR Part 140, Subpart I, and Chapter 34, RSMo. The applicable provisions of Title 23 CFR, and Chapter 34, RSMo, are incorporated by reference in this Agreement. If the Railroad elects to perform this work by means of a contractor paid under a contract let by the Railroad, then the Railroad shall obtain the prior written approval of the contract from the Multimodal Operations Division Director.

(10) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices at the Railroad's expense as long as it operates trains through the crossing; or until the Commission orders that signals are no longer necessary at the crossing; or until the crossing is abandoned, closed, or for any reason the operation and maintenance of the signals becomes unnecessary.

(11) RELOCATION OF SIGNALS: In the event the warning devices become unnecessary for any of the above reasons, the Railroad shall remove and install the devices at another crossing mutually acceptable to the Commission and the Railroad, and subject to the approval of the Commission.

(12) PAYMENT PROVISIONS: Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad for hundred percent (100%) of the costs incurred by the Railroad for its work as described in Subsection 2(A) of this Supplemental Agreement. If audit reveals that the Railroad has been overpaid, the Railroad will immediately refund to the Commission such overpayment. If audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(13) AUDIT OF RECORDS: The Railroad shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(14) AGENCY OBLIGATION: The Agency hereby agrees to cooperate in the handling of traffic during construction. The Agency is obligated to install and maintain at their expense pavement markings in accordance with the MUTCD and as instructed by the diagnostic review.

(15) INDEMNIFICATION BY THE AGENCY

(A) To the extent allowed or imposed by law, the Agency shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Agency's wrongful or negligent performance of its obligations under this Agreement.

(B) The Agency will require any contractor that it uses to perform work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer before working upon or within the Commission's right-of-way, which shall be signed by an authorized representative of the contractor representative; and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Missouri Highways and Transportation Commission, the Missouri Department of Transportation and its employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (which is currently \$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses possessed by the Agency or the Commission with regard to any applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(16) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to Section 285.530, RSMo, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).



(B) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 3.

(17) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Agreement is made subject to the approval of the proposed project by a final Administrative Order issued by the Missouri Highways and Transportation Commission or the Administrative Hearing Commission (hereinafter "AHC"), in accordance with section 389.610, RSMo Supp. 2004, Section 622.240, RSMo 2000, and any other applicable regulatory statutes or rules. With reference to the issuance of such an Administrative Order, all parties to this Agreement stipulate that the construction of the project as described in this Agreement will promote public safety, and will not adversely affect public necessity. All the parties to this Agreement further consent that the Commission or the AHC, or both, may issue one or more Administrative Orders approving and authorizing the construction of this project in conformity with the provisions of this Agreement, and requiring the parties to perform in accordance with the provisions of this Agreement. Each of the parties waives its right to notice and an opportunity for hearing before the issuance of these Administrative Orders.

(18) NONDISCRIMINATION ASSURANCE: If work under this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation, the following provisions apply:

(A) Civil Rights Statutes: The Railroad and the Agency shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Railroad and the Agency is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad and the Agency shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

(C) Nondiscrimination: The Railroad and the Agency shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors; including procurement of materials and leases of equipment. The Railroad and the Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad and the Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad and the Agency for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Railroad and the Agency of the requirements of this Supplemental Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Railroad and the Agency shall provide all information and reports required by this Supplemental Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad and the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad and the Agency shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Railroad and the Agency fails to comply with the nondiscrimination provisions of this Supplemental Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Supplemental Agreement until the Railroad and the Agency complies; and/or
2. Cancellation, termination or suspension of this Supplemental Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Railroad and the Agency shall include the provisions of paragraph 18 of this Supplemental Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Railroad and the Agency will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation m Railroad and the Agency ay direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad and the Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and the Agency may request the United States to enter into such litigation to protect the interests of the United States.

(19) PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES:

If the Railroad is either a "recipient" or "contractor" within the meaning of 49 CFR Section 26.5, then the provisions in this section shall apply: As used in this section, the term "DBE" means "disadvantaged business enterprise" as defined in 49 CFR Part 26; and the term "USDOT" means the United States Department of Transportation.

(A) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Sections 3801, et seq.).

(B) Each contract the recipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(20) COMPLIANCE WITH LAWS: The Railroad shall comply with all applicable Federal, State and local laws and regulations in the performance of this Supplemental Agreement.

(21) 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 parties.

(22) COMMISSION REPRESENTATIVE: The Commission's director is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(23) ASSIGNMENT: The Railroad shall not assign, transfer, or delegate any

interest in this Agreement without the prior written consent of the Commission.

(24) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

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

(26) 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.

(27) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Railroad with written notice of cancellation. If the Commission exercises its right to cancel the Agreement for any of these reasons, the cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad.

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below. The Railroad has executed this Agreement pursuant to Ordinance No. 022934 of the City of Columbia, MO, which was approved on the 19th day of September, 2016.

Executed by Railroad this 21st day of September, 2016.

Executed by Agency this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Executed by Commission this 18th day of October, 2016.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF COLUMBIA, MISSOURI

\_\_\_\_\_  
Michelle Teel  
Multimodal Operations Division Director

By [Signature]  
Mike Matthes  
City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Commission Secretary

By [Signature]  
Sheela Amin  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Administrative Counsel

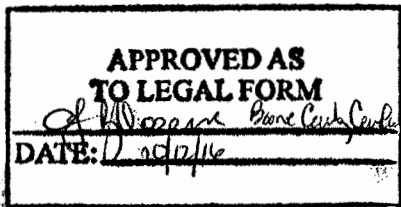
[Signature]  
Nancy Thompson, City Attorney

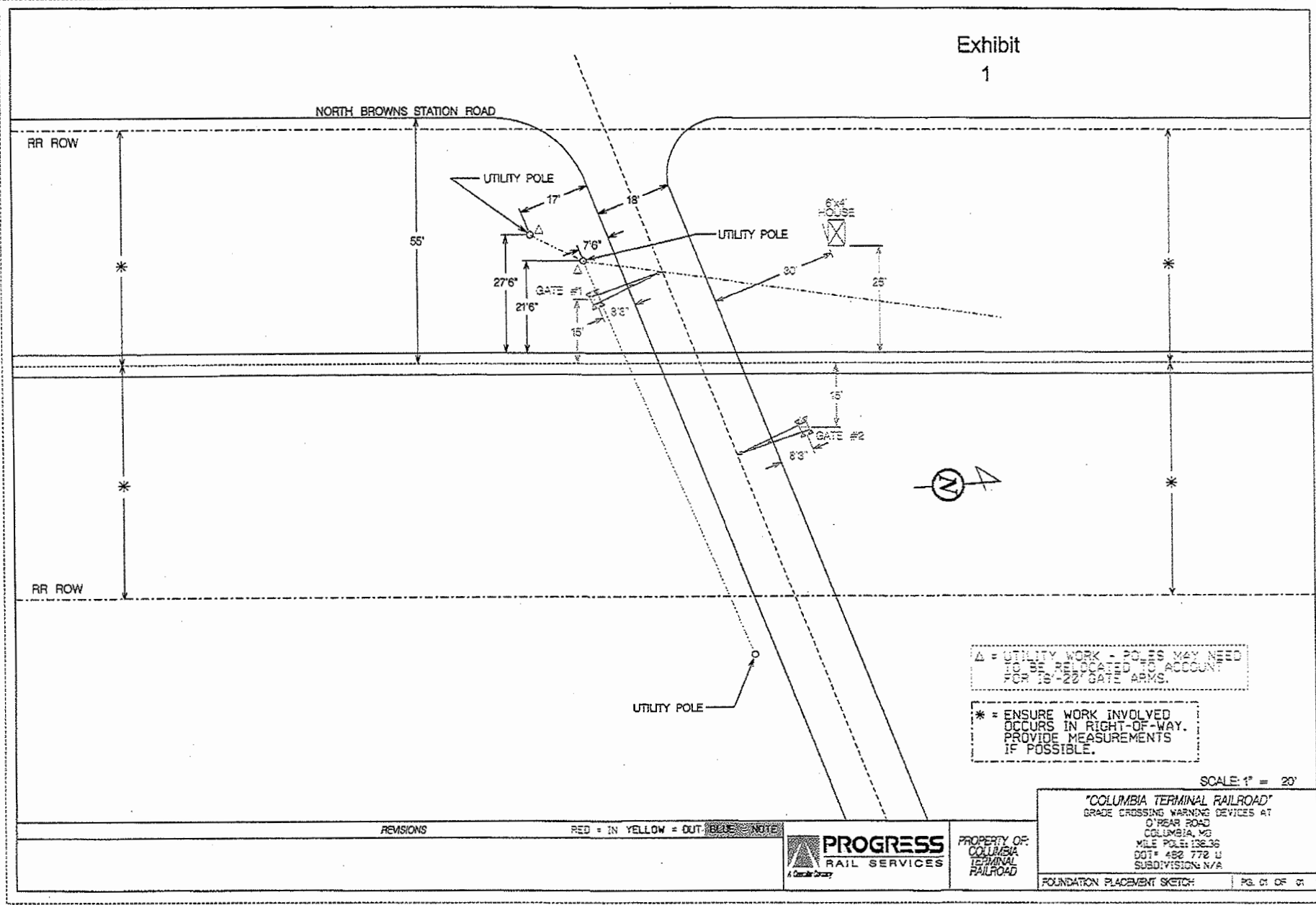
COUNTY OF BOONE

By [Signature]  
Presiding Commissioner  
COUNTY, MISSOURI

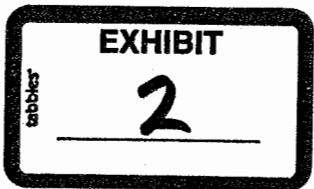
CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 9037000 881.66-5480071 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

[Signature]  
Michele Nix, Director of Finance 09-20-16





COLT  
O'Rear Rd Crossing Upgrade  
Bill of Materials 11.10.15



Factory Wired Instrument Shelter			
ITEM DESCRIPTION	O.E.M.	QTY	U/M
Alum. 6' x 4' Shelter W/ P.O. LTS & C.E. Pipes w/ Term. Bd./Rly Bars/Heater	PTMW	1	EA
Power Off Light, LED, 2 Wire	GRAYBAR	1	EA
Indicator Light (Mounted on Side of House)	FAB Metals	1	EA
Crossing Lamp Controller (XLC)	GETS GS	2	EA
Plugboard Kit For XLC	GETS GS	2	EA
Track Rectifier, Ring 10	GETS GS	2	EA
Track Driver 1 Track Unit (TD-1A)	GETS GS	1	EA
AC Track Generator (ACG-2T)	GETS GS	1	EA
Resistor, Adjustable, 5 Ohm	SAFETRAN	1	EA
Resistor, Adjustable, 8 Ohm	SAFETRAN	1	EA
Lightning Arrester, Clearview	SAFETRAN	27	EA
Heavy Duty Equalizer	SAFETRAN	2.5	EA
Fuse Block, Single	SAFETRAN	2	EA
Fuse, 20A, NON-20	GRAINGER	2	EA
AC Line Surge Protector, Model SP-20A	SAFETRAN	2	EA
Panduit Duct, 2' X 3', 2 inch	GRAYBAR	30	FT
Panduit Cover, 2' X 3', 2 inch	GRAYBAR	30	FT
Panduit Duct, 2' X 3', 3 inch	GRAYBAR	18	FT
Panduit Cover, 2' X 3', 3 inch	GRAYBAR	18	FT
#10 TC Blue Flex Wire	OKONITE	700	FT
#16 TC Blue Flex Wire	OKONITE	700	FT
#10/12 AMP Eyelets	SAFETRAN	100	EA
#14/16 AMP Eyelets	SAFETRAN	100	EA
Insulated Nut	SAFETRAN	18	EA
Power Isolation Transformer, 120V / 120V	Allied Electronics	1	EA
Relay, NV, 120V, 2FB	Allied Electronics	2	EA
Socket, Relay 8-PIN OCT Screw	Allied Electronics	2	EA
Wall-Mount Type 4 12 Enclosure	GRAYBAR	1	EA
Panel 14.20X10.20 Fits 16 X12	GRAYBAR	1	EA
Keylock Handle	GRAYBAR	1	EA
XCBS Xing Control Bypass Switch	Patco Industries Inc.	1	EA
Plugboard Complete, B1 Relay Mtg. Kit	ALSTOM	3	EA
Voltage Test Post Complete	ALSTOM	3	EA
B1N Relay, 4FB-2F-1B, 4 ohm Biased	ALSTOM	1	EA
B1N Relay, 4FB-2F-1B, 500 ohm	ALSTOM	1	EA
B1SR Relay, 4FB, 194 ohm 3-4 sec SR	ALSTOM	1	EA
Battery Charger, 12V / 20A	NRS	1	EA
Battery Charger, 12V / 40A	NRS	1	EA
4 Post Terminal Block w/ Hardware	ERICO	23	EA
Buss Strap Grd Assy.	ERICO	2	FT
Tags, Slip On	ACE	0.25	Roll
Stick-On Stencil	Cadillac Sign Co.	2	EA
Bond Strand, Erico# SBS8TLINS664	BURCO	200	FT
Test Link, 1" Offset w/Gold Nut	L&W	78	EA
Terminal Block, 2 x 6 w/flat nut only	L&W	8	EA
Terminal Block, 1 x 12 w/flat nut only	L&W	1	EA
Terminal Block, 2 post 2-3/8" w/flat nut only	L&W	10	EA
1/4" Bevel Washer	L&W	100	EA
1/4-24 Clamp Nut Nickel	L&W	50	EA
#6 Non-Insulated Terminal Eye 1/4 stud	L&W	30	EA
#6 Non-Insulated Terminal Eye 5/16 stud	L&W	8	EA
Binding (Barrel) Nuts	L&W	150	EA
Strap, Solid, 1" Centers	L&W	10	EA
Strap, Solid, 2-3/8" Centers	L&W	10	EA
Buss Strap, 1" Centers 12 Hole	L&W	4	EA
Circuit Plan Holder	Village Supplies	1	EA
FWIS Misc. Package	Progress	1	Lot

Gate/Flasher Material			
ITEM DESCRIPTION	O.E.M.	QTY	U/M
12" Head w/24" Background & Hood (Painted AL)			
Terminal For LED Hook-up (For larger RDG & GE LED)	WCH	12	EA
12" LED Highway Crossing Light (HD)	GE Lighting	12	EA
Pinnacle 5"	Progress	1	EA
1/4"-20 x 3/4" Lg. Square Head Pinnacle Screws	Progress	3	EA
4" or 5" Custom Flashing Light Standoff Bracket	Progress	1	EA
5" U Bolt for Mounting Crossarms assembly to Mast (2 per Standoff Bracket)	Progress	2	EA
Alum. Mast, 5" x 16' Base Hole 0 Degrees & Main Hole 90 Degrees right	Progress	1	EA
Alum. Mast, 5" x 18', Base Hole 0 degrees, Main Hole 90 degrees right	Progress	1	EA
JCT. Box Base, 5" W/2"NPT Cap	Progress	2	EA
2-Way Cross Arm Assembly Less Heads (Gate Flasher)	Progress	2	EA
2-Way Cross Arm Assembly Less Heads (Flasher)	Progress	1	EA
4" Crossarms Assembly Mounting Kit	Progress	1	EA
5" Crossarms Assembly Mounting Kit	Progress	2	EA
Railroad Crossing Sign, HI Double Sided	Progress	2	EA
5" Mounting Kit for Railroad Crossing Signs w/Extension Bracket	Progress	2	EA
Gate 3597 Mechanism Assembly, including the 5" Mast Mounting Hardware, Flex			
Conduit, with fittings, Long Arm Supports & Counterweight kit for 16' - 24' Arms	W-C-H	2	EA
115V Gate Mech Heater (3597)	W-C-H	2	EA
Gate Heater Thermostat (Bulb)	PTMW	2	EA
Insulated Nut	SAFETRAN	8	EA
#10/12 AMP Eyelets	Safetran	60	EA
#10 /12 TC Blue Wire	BURCO	300	FT
Gate Arm Wind Bracket, 36"	NEG	2	EA
Gusseted Conversion Bracket w/hardware & Cast Adapter	NEG	2	EA
Gate/Flasher Pallet	J&J Pallet	2	EA
Misc. Signal Material	Progress	1	EA



Ground Material			
ITEM DESCRIPTION	O.E.M.	QTY	U/M
Insulated Terminal Wrench, 1/2" / Triangle	Velcop/Gems	1	EA
Plugboard Terminal Wrench	SAFETRAN	1	EA
Battery Tray (12" x 38")	NRS	2	EA
Battery Tray (12" x 24")	NRS	2	EA
Battery, 264 Amp Hour	GNB	13	EA
Electronic Bell, 4/5" MTG.	WCH	1	EA
Gate Arm Light Kit w/LED and wire, 3 per set	RECO	2	EA
48" Tall Galv. Steel Gate Foundation w/32" Square Base w/4" Entrance Pipe welded on bottom of top plate (Galv.)	Progress	2	EA
Gate Arm 20' HWP, Al butt sec, Fg 2nd/3rd sec (HI Intensity)	NEG	2	EA
Tip Diode	RECO	2	EA
Track Cable, #6 Tw. Pr. (113-12-3933)	Okonite	150	FT
#6 xhhw-2-Stranded Wire	Graybar	2500	FT
Railroad Emergency Contact Sign - Reference Spec Prior to Ordering	Saf-Ti-Co	2	EA
5" Mounting Kit for Railroad Crossing Signs w/Extension Bracket	Progress	2	EA
Hex. Railroad Lock	Safetran	5	EA
Copperweld Ground Rod, 5/8" X 8'	Erico	4	EA
Cadweld One Shot, 5/8" (HALO) Triple	Erico	4	EA
Cadweld Rail Bonds, 5/16" x 7" XS	Erico	50	EA
Track Connector, Web, 12"	Erico	16	EA
Track Connection Kits	Progress	3	EA
Track Wire Retainer Clip, Erico #SBA248B	Burco	16	EA
4" PVC Sch. 80 Conduit	B&S	60	FT
AC Meter Base, Breaker Box, W.H. & Pole	Commercial	1	EA
Insulated Rail Joints	Seneca	4	EA
Dress Stone	Local	1	EA
Sleeve, 3/16 - 3/16 & 3/16 - #6 Tinned	L&W	16	EA
Duct Seal	Local	10	LB
Bond Strand, Erico# SBS8TLINS664	Burco	75	FT
No Oxide Grease	Safetran	1	EA
#6 Bare Copper	Grainger	50	FT
Field Material Misc. Package	Progress	1	Lot

Estimated Costs - \$121,969

Colt labor to install

Insulated joints - \$3,000

\$124,969 total estimate



ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri )  
 ) ss  
COUNTY OF Boone )

On the 1st day of August, 2016, before me appeared  
Mike Matthes, personally known to me or proved to me on the basis of satisfactory  
evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I, the Affiant, am the City Manager of the City of Columbia, MO ~~Union Pacific Railroad Company~~, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

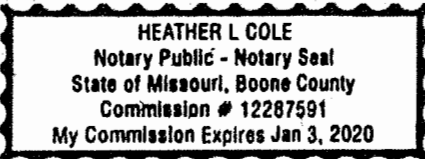
Mike Matthes  
Affiant Signature

Subscribed and sworn to before me in Columbia, MO, the day and year first above-written.  
city (or county) state

Heather L. Cole  
Notary Public

My commission expires: 1-3-20

*[documentation of enrollment/participation in a federal work authorization program attached]*



Company ID Number: 171557

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: City of Columbia, Missouri

Company Facility Address: 600 E. Broadway  
Columbia, MO 65201

Company Alternate Address: P.O. Box 6015  
Columbia, MO 65205

County or Parish: BOONE

Employer Identification Number: 436000810

North American Industry Classification Systems Code: 921

Parent Company: City of Columbia, Missouri

Number of Employees: 1,000 to  
2,499      Number of Sites Verified for: 15

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 15 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Deborah R Dijak**  
Telephone Number: **(573) 874 - 7560**  
E-mail Address: **drd@gocolumbiamo.com**  
Fax Number: **(573) 874 - 7736**

Company ID Number: 171557

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.**

**Employer City of Columbia, Missouri**

<u>Deborah Dijak</u>	<u>Human Resources Technician</u>
Name (Please type or print)	Title
<u><i>Electronically Signed</i></u>	<u>12/16/2008</u>
Signature	Date

**Department of Homeland Security – Verification Division**

<u>USCIS Verification Division</u>	<u></u>
Name (Please type or print)	Title
<u><i>Electronically Signed</i></u>	<u>12/16/2008</u>
Signature	Date



Introduced by W.C. Callum

First Reading 5-18-92 Second Reading 6-1-92

Ordinance No. 013342 Council Bill No. B 129-92

013342

AN ORDINANCE

authorizing the City Manager to execute a master agreement with the State of Missouri for improved warning devices at railroad crossings; prescribing the form and content of the agreement; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a master agreement with the State of Missouri acting through the Missouri Highway and Transportation Commission for improved warning devices at railroad crossings.

SECTION 2. The form and content of the agreement shall be substantially as set forth in Exhibit "A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this 1st day of June, 1992.

ATTEST:

Laura H. Daniel City Clerk      MaryAnne McCallum Mayor and Presiding Officer

APPROVED AS TO FORM:

Fred Boehm  
City Counselor

Permanent Record  
Filed in Clerk's Office

**MASTER AGREEMENT FOR IMPROVED WARNING DEVICES**

THIS AGREEMENT, made and entered into by and between the state of Missouri, acting through the **Missouri Highway and Transportation Commission** (hereinafter called "Commission"), and the City of Columbia, Missouri, the owner and operator of **Columbia Terminal Railroad**, (hereinafter called "Railroad"),

The Federal Highway Administration (FHWA), has apportioned funds to the states to be used in accordance with Section 130 of Title 23, United States Code, to reduce hazards at railway-highway crossings on public roads.

Commission administers these funds to reduce these hazards, a portion of which is used to install or improve warning at highway-railroad crossings, pursuant to the requirements set forth in the current Federal-Aid Policy Guide of FHWA.

Railroad has expressed its willingness to cooperate fully with the Commission in its endeavor to implement the provisions of said Section 130.

Commission has developed a priority list of grade crossings that qualify for improved warning devices.

Commission and Railroad propose to enter into separate supplemental agreements authorizing the specific improvements for each grade crossing to be included in this program.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises herein, it is agreed as follows:

(1) PURPOSE AND SOURCE OF FUNDS: This agreement establishes the respective responsibilities of Commission and Railroad for the purpose of improving railroad-highway grade crossing warning devices. Utilizing federal funds, Commission

will reimburse Railroad for a portion of the eligible costs as defined in each supplemental agreement. The remaining costs will be paid with state, local, or Railroad funds as determined by the supplemental agreement.

(2) SUPPLEMENTAL AGREEMENTS: All work to be performed will be defined by subordinate agreements supplemental to this master agreement. Work to be performed under each supplemental agreement is hereinafter referred to as "Project". The location and scope of the Project will be specified in each supplemental agreement. The supplemental agreements will be made a part hereof and will make appropriate references to this agreement.

(3) FEDERAL REQUIREMENTS: FHWA's Federal-Aid Policy Guide (hereinafter called "FAPG"), and supplements and amendments in effect at the time of Project construction are incorporated herein and made a part hereof. This agreement is made and entered into subject to the approval of the FHWA.

(4) NON-STATE ROUTES: When the Project is located on a crossing which is not on the state highway system, Commission shall secure the approval of the responsible road authority through joint execution of the supplemental agreement by the respective road authority, Railroad, and Commission.

(5) SELECTION OF CROSSINGS AND SCOPE OF WORK: Commission shall select crossing locations for improvement in accordance with Commission's current statewide priority procedure. A field review by Commission, Railroad and local road authority will be performed to verify eligibility of crossing and to determine scope of Project.

(6) PLAN AND COST ESTIMATE: Railroad will prepare and submit to Commission four (4) copies of a plan and cost estimate in accordance with the scope of work identified during the field review.

(7) NOTICE TO PROCEED: Railroad shall not proceed with ordering the material for the Project or otherwise proceed with the construction of the Project until receipt of written authorization from Commission to proceed.

(8) NOTICE BY RAILROAD: Railroad, upon receipt of notification from Commission, shall furnish all labor and material and complete the crossing improvement in accordance with the supplemental agreement and the rules and regulations contained in FAPG. Railroad will notify Commission five (5) days in advance of the day it proposes to start work on the Project and will notify Commission when the Project has been completed.

(9) TRAFFIC HANDLING: Railroad will obtain the approval of Commission's District Engineer on the proposed method of handling traffic during construction on crossings on the state highway system. On all other crossings, the Railroad will obtain the approval of the responsible road authority on the proposed method of handling traffic. Railroad will be responsible for detouring any traffic.

(10) CONSTRUCTION INSPECTION: Commission will inspect and keep records of all work performed by Railroad on the Project. All work performed under this agreement will be subject at all times to the inspection of Commission, FHWA, and their authorized representatives.

(11) INSPECTION BY RAILROAD: Railroad will provide such engineering services, supervision, and inspectors as the Commission may require and/or as may be necessary for the proper completion of each Project by the Railroad. Nothing herein shall deny the Railroad the right to place inspectors on the job site during the construction of the Project.

(12) STATEMENT OF COST: Upon completion of the Project, Railroad shall furnish Commission four (4) copies of a statement showing actual costs of the installation, such costs to be in accordance with the provisions of FAPG.

(13) PAYMENT: Upon receipt of Railroad's statement of costs and after a preliminary check by Commission personnel, Commission shall reimburse Railroad for the amount of Commission's obligation subject to final audit by Commission and by FHWA. Upon completion of a final audit, Commission will reimburse Railroad for any under payment. If audit reveals that Railroad has been overpaid, Railroad shall immediately refund the overpayment to Commission.



(14) CONTRACTING: The Project may be accomplished by Railroad's own forces or by contracting with the lowest, qualified bidder based on appropriate solicitation or through its existing contracts at reasonable costs in accordance with FAPG.

(15) MAINTENANCE OF RECORDS: Railroad agrees to maintain and to require its contractors to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost proposals and estimates and to costs incurred and to make such information available at their respective offices at reasonable times for a period of not less than three (3) years from the date final reimbursement payment has been received by Railroad for the purpose of examination by representatives of Commission and/or FHWA. Copies of this information shall be furnished if requested.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this agreement, Railroad agrees as follows:

(A) Civil Rights Statutes: Railroad shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000 d, e).

(B) Executive Order: Railroad shall comply with all the provisions of the executive order executed by the Honorable John Ashcroft, Governor of Missouri, on the thirty-first (31st) day of August 1987, promulgating a code of fair practices in regard to nondiscrimination, which is incorporated herein by reference and made a part of this contract. This order prohibits discriminatory employment practices by Railroad or its subcontractors based on race, color, religion, creed, national origin, sex, handicap or age.

(C) Administrative Rules: Railroad shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this agreement.

(D) Nondiscrimination: Railroad shall not discriminate on grounds of the race, color, religion, creed, sex, national

origin or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Railroad shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5 including employment practices.

(E) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning discrimination also apply to subcontracts and suppliers of Railroad. In all solicitations either by competitive bidding or negotiation made by the Railroad for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Railroad of the requirements of this agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex or national origin or ancestry of any individual.

(F) Information and Reports: Railroad shall provide all information and reports required by the agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Commission or the U.S. Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required Railroad is in the exclusive possession of another who fails or refuses to furnish this information, Railroad shall so certify to Commission or the U.S. Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(G) Sanctions for Noncompliance: In the event Railroad fails to comply with the nondiscrimination provisions of this agreement, Commission shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

(1) Withholding of payments to grantee under the agreement until Railroad complies; and/or

(2) Cancellation, termination or suspension of the agreement, in whole or in part, or both.

(H) Incorporation of Provisions: Railroad shall include the provisions of paragraph (16) (A) of this agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by Commission or the U.S. Department of Transportation. Railroad will take such action with respect to any subcontract or procurement as Commission or the U.S. Department of Transportation may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that in the event Railroad becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, Railroad may request the United States to enter into such litigation to protect the interests of the United States.

(17) INDEMNIFICATION AND LIABILITY: Railroad shall indemnify and save harmless Commission and any affected road authority from damages or claims for damages or claims for damages arising as a proximate result of the negligence of Railroad or its employees or its subcontractors in connection with the work described herein. It is the intent of the parties hereto that Commission and any affected road authority are to assume no liability for design, construction or maintenance of the subject grade crossings.

(18) LAW OF MISSOURI TO GOVERN: The agreement shall be construed according to the laws of the state of Missouri. Railroad shall comply with all local, state and federal laws and regulations relating to the performance of the agreement.

(19) COMMISSION REPRESENTATIVE: Commission's chief engineer is designated as Commission's representative for the purpose of administering the provisions of this agreement.

(20) AMENDMENTS: Any change in the agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of Railroad and Commission.

(21) TERMINATION OF AGREEMENT: This agreement shall be binding upon the parties hereto, their successors and assigns, and shall remain in effect until terminated by either party

giving the other party sixty (60) days written notice of said termination.

IN WITNESS WHEREOF, the parties have caused these presents to be signed, sealed, and delivered by their proper officials, pursuant to due and legal action authorizing the same to be done.

Executed by Railroad this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Executed by Commission this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

MISSOURI HIGHWAY AND  
TRANSPORTATION COMMISSION

CITY OF COLUMBIA, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel

By \_\_\_\_\_

Title \_\_\_\_\_

Source

W&L

*W&L*

TO: City Council  
FROM: City Manager and Staff *W&L*  
DATE: May 7, 1992  
SUBJECT: Master Agreement between Missouri Highway and Transportation Commission and the City of Columbia

Fiscal Impact

- Yes
- No

This is an ordinance authorizing the City Manager to accept a Master Agreement between the Missouri Highway and Transportation Commission and the City of Columbia, owner and operator of the Columbia Terminal Railroad, for improved warning devices at railroad crossings.

Other Info.

This Master Agreement for improved warning devices is not for a specific project, but is a prelude to specific project Supplemental Agreements that could follow later.

A Supplemental Agreement is expected shortly for a project that involves placing warning devices at the Business Loop 70 crossing at the Power Plant.

This Master Agreement has no fiscal impact.

SUGGESTED COUNCIL ACTION

Introduction and passage of the Ordinance to authorize the City Manager to accept the Master Agreement.

REM/tf

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

18th

day of October

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza by the Mizzou ROTC for November 4, 2016 from 10:00 a.m. to 11:11 a.m. and November 5, 2016 from 1:00 p.m. to 3:00 p.m.

Done this 18th day of October, 2016.

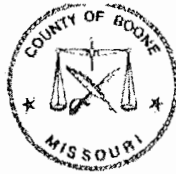
ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

Organization: Missouri ROTC and Chambers - justice restoration

Address: Crowder Hall

City: Columbia State: MO ZIP Code 65212

Phone: 573-882-7721 Website: armyrotc.missouri.edu

Individual Requesting Use: Mark Kirkman

Position in Organization: Cadet - Special Projects Staff

Address: 3001 S Providence Road Apt 23C

City: Columbia State: MO ZIP Code 65203

Phone: 620-781-2669 Email: CL: mpk994@mail.missouri.edu

Event: Veteran's Day Parade/Vigil/ceremony

Description of Use (ex. Concert, speaker, 5K): Veteran's Day Ceremonies

Date(s) of Use: 4 Nov 16 - 5 Nov 16

Start Time of Setup: 4 Nov = 10:00  AM  PM

Start Time of Event: 4 Nov = 11:11  AM  PM (If start times vary for multiple day events, please specify)

End Time of Event: 5 Nov = 1:00 AM  PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 5 Nov = 3:00 AM  PM

Emergency Contact During Event: Nathan Elkin Phone: (573) 649-4518  
nee vff@mail.missouri.edu

Will this event be open to the public?  Yes  No  
If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: TV commercials, "Zazzle" invitations

ROTC Cadets will put posters on campus

How many attendees (including volunteers) do you anticipate being at your event? 400

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

Contact Nathan Elking for safety plan

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

N/A

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_\_ # adults per \_\_\_\_\_ #minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be **selling** food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be **selling** alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_



Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? B<sup>th</sup> street from Francis Quadrangle  
to E Walnut

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

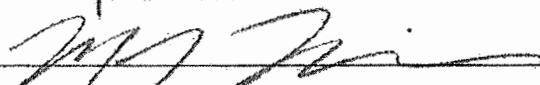
1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Mark Kirkman

Address: Crowder Hall, Columbia, MO 65212

Phone Number: 630-781-2669 Date of Application: 20 Sept 16

Email Address: mpk994@mail.missouri.edu

Signature: 

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).**

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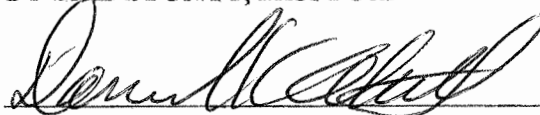
### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

ATTEST:

Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI

  
County Commissioner

DATE: 10-18-16

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2016 3595

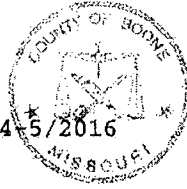
Receipt Date: 9/28/2016

Employee Initials: TRKATELY

Received From: MIZZOU ROTC

Amount: \$\*\*\*\*\*100.00

Remarks: COURTHOUSE PLAZA 11/4



Boone County Treasurer

*Thomas Danough*

Treasurer of Boone County

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

18th

day of October

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers and Boone County Courthouse Plaza by Legacy Point Church for November 2, 2016 from 3:00 p.m. to 9:00 p.m.

Done this 18th day of October, 2016.

ATTEST:

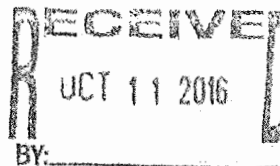
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

Daniel K. Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
73-886-4305 • FAX 573-886-4311

## Boone County Commission

### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

**LegacyPoint Church**

Organization: \_\_\_\_\_

Physical: 606 Ridgeway Ave Mailing: 1900 N Providence Rd, Ste 120  
Address: \_\_\_\_\_

Columbia MO 65203

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code \_\_\_\_\_

573.529.2290 www.legacypointchurch.com  
Phone: \_\_\_\_\_ Website: \_\_\_\_\_

**Bekah Younger**

Individual Requesting Use: \_\_\_\_\_

**Office Administrator**

Position in Organization: \_\_\_\_\_

3200 Crawford St  
Address: \_\_\_\_\_

Columbia MO 65203

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code \_\_\_\_\_

573.289.7589 office@legacypointchurch.com  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Prayer & Worship night**

Event: \_\_\_\_\_

**prayer & music**

Description of Use (ex. Concert, speaker, 5K): \_\_\_\_\_

**November 2, 2016**

Date(s) of Use: \_\_\_\_\_

3:00 pm  
Start Time of Setup: \_\_\_\_\_ AM/PM

6:00 pm  
Start Time of Event: \_\_\_\_\_ AM/PM (If start times vary for multiple day events, please specify)

8:00 pm  
End Time of Event: \_\_\_\_\_ AM/PM (If end times vary for multiple day events, please specify)

9:00 pm  
End Time of Cleanup: \_\_\_\_\_ AM/PM

**Scott Claybrook** 573.808.3932  
Emergency Contact During Event: \_\_\_\_\_ Phone: \_\_\_\_\_

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: \_\_\_\_\_

No promotions but info will be on the website & will be announced at church.

How many attendees (including volunteers) do you anticipate being at your event? \_\_\_\_\_

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. \_\_\_\_\_

If inclement weather: move indoors to conference room

If outdoors: evacuate everyone either inside or to the exits on either side of the plaza

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): \_\_\_\_\_

N/A

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_\_ # adults per \_\_\_\_\_ #minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be **selling** food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be **selling** alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_  
\_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?  
 Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Bekah Younger / Office Administrator

Organization Representative/Title: \_\_\_\_\_

3200 Crawford St, Columbia MO 65203

Address: \_\_\_\_\_

573.289.7589

10/05/2016

Phone Number: \_\_\_\_\_ Date of Application: \_\_\_\_\_

office@legacypointchurch.com

Email Address: \_\_\_\_\_

Signature: Bekah Younger

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).**

**PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA**

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Noren  
County Clerk

[Signature]  
County Commissioner

DATE: 10-18-16





# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government Conference Rooms as follows:

Organization: LegacyPoint Church  
Physical: 606 Ridgeway Ave Mailing: 1900 N Providence Rd, Ste 120  
City: Columbia State: MO ZIP Code: 65203  
Phone: 573.529.2290 Website: www.legacypointchurch.com

Individual Requesting Use: Bekah Younger Position in Organization: Office Administrator

Facility requested:  Chambers  Room 301  Room 311  Room 332  Cemetery Clinic

Event: Intercessory Prayer & Worship Night

Description of Use (ex. Speaker, meeting, reception): prayer & music

Date(s) of Use: Wednesday, November 2, 2016

Start Time of Setup: 3:00 pm AM/PM Start Time of Event: 6:00 pm AM/PM

End Time of Event: 8:00 pm AM/PM End Time of Cleanup: 9:00 pm AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Bekah Younger / Office Administrator *Bekah Younger*

Phone Number: 573.289.7589 Date of Application: 10/05/2016

Email Address: office@legacypointchurch.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecounty.mo.org](mailto:commission@boonecounty.mo.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

*Wendy S. Noren*  
County Clerk

BOONE COUNTY, MISSOURI

*Daniel R. A. Gault*  
County Commissioner

DATE: 10-18-16

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2016 3785      Receipt Date: 10/12/2016

Employee Initials: TRKATELY

Received From: LEGACY POINT CHURCH

Amount: \$\*\*\*\*\*100.00

Remarks: COURTHOUSE PLAZA 11/2/2016



Boone County Treasurer

*Thomas Danrough*

Treasurer of Boone County

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of

October

20

16

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

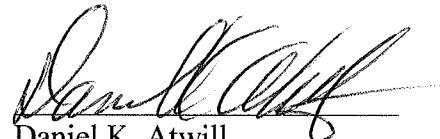
Now on this day the County Commission of the County of Boone does hereby approve the following designation of delegates to the Missouri Association of Counties (MAC) Annual Conference on November 20-22, 2016:

- Daniel Atwill – Presiding Commissioner
- Karen Miller – District I Commissioner
- Janet Thompson – District II Commissioner
- Tom Darrough – Treasurer
- Brian McCollum – Collector
- Tom Schauwecker - Assessor

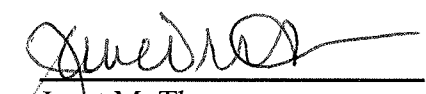
Done this 18th day of October, 2016.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

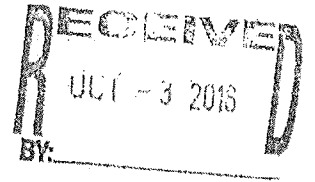
  
 Karen M. Miller  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

MISSOURI ASSOCIATION OF COUNTIES

OFFICIAL FORM: DESIGNATION OF DELEGATES TO MAC'S ANNUAL CONFERENCE

Return Form To: Missouri Association of Counties  
P.O. Box 234  
Jefferson City, MO 65102



Please return the forms by November 7. If an unavoidable delay occurs and the form must be handed in at conference, only delegates whose names are submitted by noon on November 21 are eligible to vote. Name badge identification is necessary for voting at the conference.

Article VI, Section 6(c) of the Missouri Association of Counties Bylaws provides that each member county shall be permitted four (4) voting delegates. Member counties with an assessed valuation of over \$66.7 million shall be allowed five (5) voting delegates, plus one additional voting delegate for each additional \$66.7 million assessed valuation. The maximum number of voting delegates shall be ten (10).

The Bylaws provide that delegates be selected in the following manner:

- The county commission selects from within its membership one delegate.
- Additional delegates are selected by a majority vote of not less than seven (7) elected officials in the county. The additional delegates chosen may be commissioners, clerks, collectors, treasurers or any other elected county officials.
- Any county official who is eligible to participate in the selection of a delegate but who is not a delegate has the right to participate at any meeting of the Association under the rules established.
- No delegate or other person shall be permitted to cast a proxy vote for another delegate.

Boone County does hereby designate the following to serve as its delegates to the Missouri Association of Counties' Annual Conference on November 20-22.

Delegate <u>Kan Atwill</u> Name	<u>Presiding Commissioner</u> Title
Delegate <u>Karen Miller</u> Name	<u>District I Commissioner</u> Title
Delegate <u>Janet Thompson</u> Name	<u>District II Commissioner</u> Title
Delegate <u>Tom Darrough</u> Name	<u>Treasurer</u> Title
Delegate <u>Brian McCallum</u> Name	<u>Collector</u> Title
<u>Tom Schaeffer</u> Name	<u>Assessor</u> Title

Please record additional delegates on a separate page.

ATTEST:

Wendy S. Noen  
County Clerk

[Signature]  
Presiding Commissioner

[Signature]  
Associate Commissioner

[Signature]  
Associate Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}  
} ea.

October Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

18th

day of October

20 16

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

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Dan Atwill and Commission Janet Thompson, by signing the attached letter, formally have Boone County join the White House Data-Driven (DDJ) Initiative.

Done this 18th day of October, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

Daniel K. Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

October 4, 2016

Ms. Lynn Overmann  
Senior Advisor to the U.S. Chief Technology Officer  
The White House  
1650 Pennsylvania Avenue  
Washington, DC 20530

Dear Ms. Lynn Overmann and Mr. Dave Wilkinson:

Today, we write to formally join the White House Data-Driven Justice (DDJ) initiative to address two key populations in our jurisdiction:

- (1) "High-utilizers," often people with serious mental illness, substance abuse and chronic health problems who repeatedly cycle through multiple systems, including jails, hospital emergency rooms, shelters and other services; and
- (2) people held in jail before trial because they cannot afford to bond out, not because they are a risk to the community or a risk of flight.

We commit to advance three innovative solutions that can better serve these populations, while stabilizing communities, and generating savings to tax payers:

1. Creating or expanding real or near-real time local data exchanges that combine justice, health or other system data, as appropriate and consistent with applicable legal and privacy protections, to enable identification of multiple system "super-utilizers;"
2. Diverting this population, as well as people who may be committing low level crimes primarily due to mental illness, from the criminal justice system prior to arrest, where appropriate, and linking them to care management or other community-based services;
3. Implementing data-driven risk assessment tools to ensure decisions on pre-trial release are informed by empirically validated methods of gauging defendants' risk to the community, not ability to pay or other extraneous information.

While multiple components of our government and other systems will participate, District II Commissioner Janet M. Thompson will coordinate the initiative on my behalf, will report directly to me with respect to this initiative, and will be the lead point of contact for the White House.

Over the coming weeks, in coordination with the White House, we will outline a plan to advance the strategies in Boone County, Missouri. In addition, Commissioner Thompson will participate in regular check-in calls, engage with the White House and fellow communities on our progress, and participate in communications and public engagement that make sense for Boone County, Missouri.

Sincerely,

Daniel K. Atwill  
Presiding Commissioner

Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

October Session of the October Adjourned

Term. 20 16

STATE OF MISSOURI }  
County of Boone } ea.

In the County Commission of said county, on the

18th

day of

October

20

16

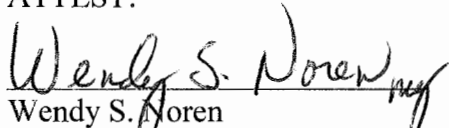
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the approval of Change Order #45 to Boone County Emergency Communications Center Bid Number 44-11DEC14.

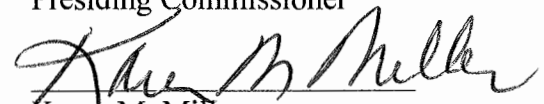
The terms of the Change Order are stipulated in the attached Change Order #45. It is further ordered that Commissioner Karen M. Miller is hereby authorized to sign said Change Order.


Done this 18th day of October, 2016.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**CHANGE ORDER**

**PROJECT:**  
Boone County Emergency Communications Center  
Bid Number 44-11DEC14

**CHANGE ORDER NUMBER:** 45

**OWNER:**  
Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

**DATE OF ISSUANCE:** 10/17/2016  
**CONTRACT DATE:** 1/27/2015

**ADG PROJECT NUMBER:** 916-13  
**PWA PROJECT NUMBER:** 201340

**TO CONTRACTOR:**  
Little Dixie Construction, LLC  
3316 Lemone Industrial Blvd.  
Columbia, Missouri 65201

**ARCHITECT:**  
Architects Design Group  
333 Knowles Ave.  
Winter Park Florida 32789

PWArchitects, Inc.  
15 S. Tenth Street  
Columbia, MO 65201

**Change Order Number 45:**

**The Contract is changed as follows:**

1. Installation of a sheet metal shroud below the electrical panels on the North side of Storage Room 134 as requested by the Owner per Change Order request #085.....\$ 490.00
2. Costs for installation of the Owner provided Ice maker and dishwasher in Kitchen 177 as requested by the Owner per the attached Change Order request #087.....\$ 511.00
3. Costs for relocating a thermostat from room 117 to Room 119 Multi-Media Control Center and adding a thermostat and VAV box with electric re-heat in Room 117 Breakout Planning for proper functionality of the HVAC systems.....\$ 7,587.00

**Total CO #45.....\$ 8,588.00**

**Not valid until signed by the Owner, Architect and Contractor.**

The original Contract Sum was	\$ 9,933,707.00
Net change by previously authorized Change Orders	\$ 408,826.89
The Contract Sum prior to this Change Order was	\$ 10,342,533.89
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$ 8,588.00
The new Contract Sum including this Change Order will be	\$ 10,351,121.89
The Original Contract Time +/- previous change orders for the project was	297 days
Contract Period for Construction is Increased/Decreased by	0 days
New Contract Period for New Building and Site	297 days
Contract Completion Date is	April 29, 2016

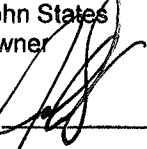


ARCHITECT  
Architect's Agent  
Erik Miller, AIA, CDT  
Principal, PWA Architects, Inc

BY 

DATE 10.17.16

CONTRACTOR  
Little Dixie Construction, LLC  
John States  
Owner

BY 

DATE 10/18/16


OWNER  
Boone County, Missouri  
Karen M. Miller  
District 1 Commissioner

BY 

DATE 10/18/16

**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.

 Anne Pitchford 10-18-16  
Auditor Date

OWNER'S REPRESENTATIVE  
Boone County Resource Management  
Doug Coley  
Building Inspector

BY 

DATE 10/18/16



3316 LeMone Industrial Blvd. / Columbia, Missouri 65201 / office 573.449.7200 / fax 573.449.7300  
littledixieconstruction.com

# CHANGE ORDER REQUEST #085

**PROJECT:** Boone County Emergency  
Communication Center  
2145 E County Drive  
Columbia, MO 65202

LDC# 15010

Request Submitted to: Karen Miller  
Boone County Commission, Suite 333  
801 E. Walnut  
Columbia, MO 65201-7732

Phone: 573-886-4308

Description	Deductive	Additive	Unit Costs
<b>PW Architects Request For Proposal Number 36</b>			
Teel Mechanical (Shroud Fabrication)		\$ 221	
Drywall Anchors (Home Depot)		\$ 9	
LDC Labor (3.5 Man Hours)		\$ 228	
	\$ -	\$ 458	\$ -
7% General Conditions, Profit & Overhead		\$ 32	
<i>Subtotals</i>	\$ -	\$ 490	\$ -
<b>TOTAL</b>		<b>\$490</b>	

**Attachments:**

PW Architects Request For Proposal #36 dated 10/2/2016  
Teel Mechanical change order request dated October 4, 2016

Time Extension Request: 0 Work Days

SUBMITTED BY:

  
Joseph W. Gruender, Senior Project Manager

DATE: 10/4/2016

## PROPOSAL REQUEST

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**PROJECT:**

Boone County Emergency Communications Center  
Bid Number 44-11DEC14

REQUEST FOR PROPOSAL NUMBER: 36

DATE OF ISSUANCE: 10/2/2016  
CONTRACT DATE: 1/27/2015

**OWNER:**

Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

ADG PROJECT NUMBER: 916-13  
PWA PROJECT NUMBER: 201340

**TO CONTRACTOR:**

Little Dixie Construction, LLC  
3316 Lemone Industrial Blvd.  
Columbia, Missouri 65201

**ARCHITECT:**

Architects Design Group  
333 Knowles Ave.  
Winter Park Florida 32789

PWArchitects, Inc.  
15 S. Tenth Street  
Columbia, MO 65201

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Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 business days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS. AN OFFICIAL CHANGE ORDER WILL FOLLOW ONLY AFTER THIS REQUEST HAS BEEN RESPONDED TO WITH AN OFFICIAL APPROVAL TO PROCEED BY THE OWNER.

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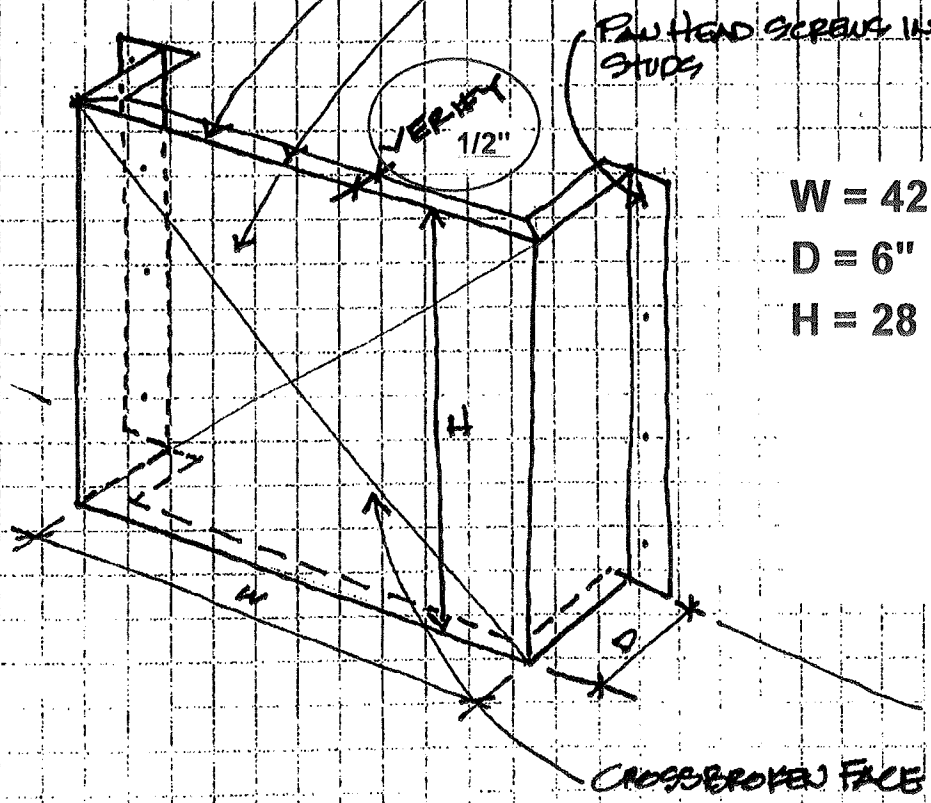
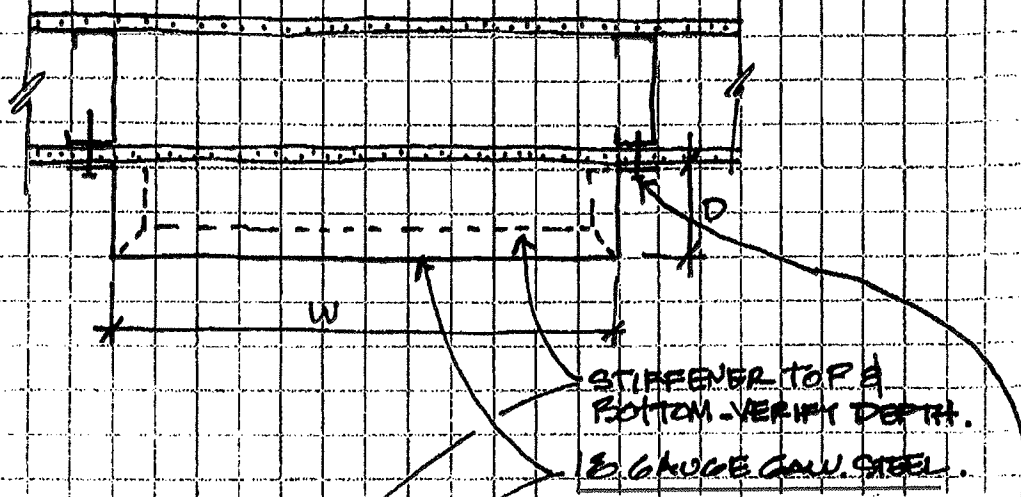
**Description:**

1. Add a sheet metal cover for the area below the electrical panels on the North wall in Storage Room 134 to protect conduits below electrical panels as requested by the Owner.

**Attachment/s: Sketch of Sheet Metal Cover**

**By:** Erik Miller, AIA, CDT  
PWArchitects, Inc. (PWA)

BOECC REF# 36  
9.24.16



W = 42 1/8"  
D = 6"  
H = 28 1/4"

**TEEL MECHANICAL SERVICE, INC.**  
*Air Conditioning, Heating, Refrigeration, Ventilation*

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4388 County Road 203 • Fulton, Missouri 65251 • Phone (573) 642-9848 • Fax (573) 642-1313

October 4, 2016

Little Dixie Construction  
3316 Lemone Ind. Blvd  
Columbia, MO 65201

RFP-36

Add a sheet metal cover for the area below the electrical panels on the north wall in Storage Room 134 to protect conduits below electrical panels as requested by the Owner.

Material (no screws, no install)	\$ 37.00
Labor – 2 hrs @ \$73.72	<u>\$ 147.44</u>
Subtotal	\$ 184.44
20% OH&P	\$ 36.89
<b>Total</b>	<b>\$ 221.33</b>



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# CHANGE ORDER REQUEST #087

**PROJECT:** Boone County Emergency  
Communication Center  
2145 E County Drive  
Columbia, MO 65202

LDC# 15010

Request Submitted to: Karen Miller  
Boone County Commission, Suite 333  
801 E. Walnut  
Columbia, MO 65201-7732

Phone: 573-886-4308

Description	Deductive	Additive	Unit Costs
Installation of Ice Maker & Dishwasher in Kitchen 177A Summit Mechanical		\$ 478	
	\$ -	\$ 478	\$ -
7% General Conditions, Profit & Overhead		\$ 33	
Subtotals	\$ -	\$ 511	\$ -
<b>TOTAL</b>		<b>\$511</b>	

**Attachments:**  
RFB #: 44-11DEC14, Addendum #3, Page 7 dated 12/9/14  
Summit Mechanical Service Invoice #8129 dated 08/31/2016

Time Extension Request: 0 Work Days

SUBMITTED BY: Joseph W. Gruender  
Joseph W. Gruender, Senior Project Manager

DATE: 10/7/2016

- 20. A-3.56
  - 20.1. SK A-3.56.1 – Detail 1: Updated detail callout tags.
  - 20.2. SK A-3.56.1 – Detail 3: Updated wall section.
  - 20.3. SK A-3.56.2 – Detail 2: Updated wall section.
  - 20.4. SK A-3.56.3 – Detail 1: Updated wall section.
  
- 21. A-3.57
  - 21.1. SK A-3.57.1 – Detail 4: Updated top of mezzanine tag.
  - 21.2. SK A-3.57.2 – Detail 2: Updated dimension and updated ceiling.
  - 21.3. SK A-3.57.3 – Detail 1: Updated room tag.
  
- 22. A-4.01
  - 22.1. A 4.01A-Detail 2 – Enlarged Plan – Restrooms 171/172
    - 22.1.1 Add urinal to Men’s Restroom #172
  - 22.2. A-4.01B-Detail 5 – Enlarged Plan – Restrooms 163/164
    - 22.2.1 Replaced toilet with a urinal in Men’s Restroom #164
  - 22.3. A4.01-C-Accessory Schedule – TA.9 – Toilet grab bars changed to Bobrick #B5806 as basis of design.
  - 22.4. Detail 6 Enlarged Plan-Kitchen 177: Clarification- The under counter Ice Machine and refrigerator are by Owner.
  
- 23. A-4.02
  - 23.1. A-4.02A-Added a Detail 9 for clarification of location of FRP panels around mop sink.
  
- 24. A-4.12
  - 24.1. SK A-4.12.1
    - 24.1.1 Detail 2: Updated detail reference.
    - 24.1.2 Detail 2: Updated ceiling height.
  
- 25. A-4.81
  - 25.1. SK A-4.81.1 – Detail 3: Updated canopy section.
  - 25.2. SK A-4.81.2 – Detail 7: Updated roof edge detail.
  - 25.3. SK A-4.81.3 – Detail 1: Updated section.
  
- 26. A-4.82
  - 26.1. SK A-4.82.1 – Detail 1: Indicated thickness for operator cover.
  
- 27. A-4.84
  - 27.1. SK A-4.84.1 – Detail 6: Revised antenna beam detail.
  - 27.2. SK A-4.84.2 – Detail4: Included new detail for edge of roof guardrails.
  
- 28. A-4.85
  - 28.1. Clarifying the extent and location of Ballistic Fiberglass Panels: "P4" Partitions shown to receive ballistic fiberglass panels from floor to bottom of structure. Details on sheets A4.85 should be changed to have the ballistic Fiberglass insulation to the threat

Summit Mechanical, Inc.

5324 Algoa Road  
Jefferson City MO 65101  
573-636-4050

Service Invoice

Invoice#: 8129

Date: 08/31/2016

Billed To:

Little Dixie Construction  
3316 Lemone Industrial Blvd  
Columbia MO 65201

Project:

911 Call Center  
2145 E. County Dr.  
Columbia MO

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Customer PO#

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Description	Quantity	Price	Ext Price
hook up ice maker & dish washer			
PLUMBING-LABOR	4.0000	90.000000	360.00
1" barbed tee plastic	1.0000	3.520000	3.52
5' 14 gauge pig tail	1.0000	25.480000	25.48
Sioux Chief drain kit	3.0000	4.740000	14.22
3/8" X 3/4" hose fitting	1.0000	8.130000	8.13
84" ice maker connector	1.0000	17.870000	17.87
3/8" X 60" dishwasher supply	1.0000	23.090000	23.09
3/8" X 1/4" brass compression union	1.0000	5.590000	5.59
1/2" swt tee	1.0000	2.120000	2.12
3/4" swt coupling	2.0000	1.870000	3.74
1 1/4" stainless steel hose clamp	4.0000	3.560000	14.24

A service charge of 0.00 % per annum will be charged on all amounts  
overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	478.00
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>478.00</b>





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littledixieconstruction.com

# CHANGE ORDER REQUEST #088

**PROJECT:** Boone County Emergency  
Communication Center  
2145 E County Drive  
Columbia, MO 65202

LDC# 15010

Request Submitted to: Karen Miller  
Boone County Commission, Suite 333  
801 E. Walnut  
Columbia, MO 65201-7732

Phone: 573-886-4308

Description	Deductive	Additive	Unit Costs
<b>PW Architects Request For Proposal Number 35A</b>			
Teel Mechanical		\$ 3,428	
Meyer Electric		\$ 3,663	
	\$ -	\$ 7,091	\$ -
7% General Conditions, Profit & Overhead		\$ 496	
Subtotals	\$ -	\$ 7,587	\$ -
<b>TOTAL</b>		<b>\$7,587</b>	

**Attachments:**

PW Architects Request For Proposal #35A dated 10/2/2016  
Teel Mechanical change order request dated October 6, 2016 (10-Day Build option submitted)  
Meyer Electric Change Order Proposal #23247 dated 10/7/2016

Time Extension Request: 0 Work Days

SUBMITTED BY:

Joseph W. Gruender, Senior Project Manager

DATE: 10/10/2016

## PROPOSAL REQUEST

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**PROJECT:**

Boone County Emergency Communications Center  
Bid Number 44-11DEC14

REQUEST FOR PROPOSAL NUMBER: 35A

DATE OF ISSUANCE: 10/2/2016  
CONTRACT DATE: 1/27/2015

**OWNER:**

Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

ADG PROJECT NUMBER: 916-13  
PWA PROJECT NUMBER: 201340

**TO CONTRACTOR:**

Little Dixie Construction, LLC  
3316 Lemone Industrial Blvd.  
Columbia, Missouri 65201

**ARCHITECT:**

Architects Design Group  
333 Knowles Ave.  
Winter Park Florida 32789

PWArchitects, Inc.  
15 S. Tenth Street  
Columbia, MO 65201

---

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**Description:**

1. Relocate the thermostat controlling heatpump HP-13 from room 117 to room 119.
2. Provide a Titus AESV-05 single duct VAV box set for 250 CFM with a 2 KW electric reheat coil and a standalone electronic thermostat in Room 117. This thermostat should match others and WILL NOT be tied to the building automation system.
3. Provide a 208 volt, 20 amp circuit to supply power for the VAV box from Panel P-2.

**Attachment/s:** None

**By:** Erik Miller, AIA, CDT  
PWArchitects, Inc. (PWA)

**TEEL MECHANICAL SERVICE, INC.**  
*Air Conditioning, Heating, Refrigeration, Ventilation*

4388 County Road 203 • Fulton, Missouri 65251 • Phone (573) 642-9648 • Fax (573) 642-1313

October 6, 2016

Little Dixie Construction  
 3316 Lemone Ind. Blvd  
 Columbia, MO 65201

RFP-35A

Provide a Titus VAV and Install  
 Provide Thermostat for Electrician to Install  
 High Voltage by Others  
 Move Existing Thermostat by Electrician  
 Ensure VAV Operating Properly

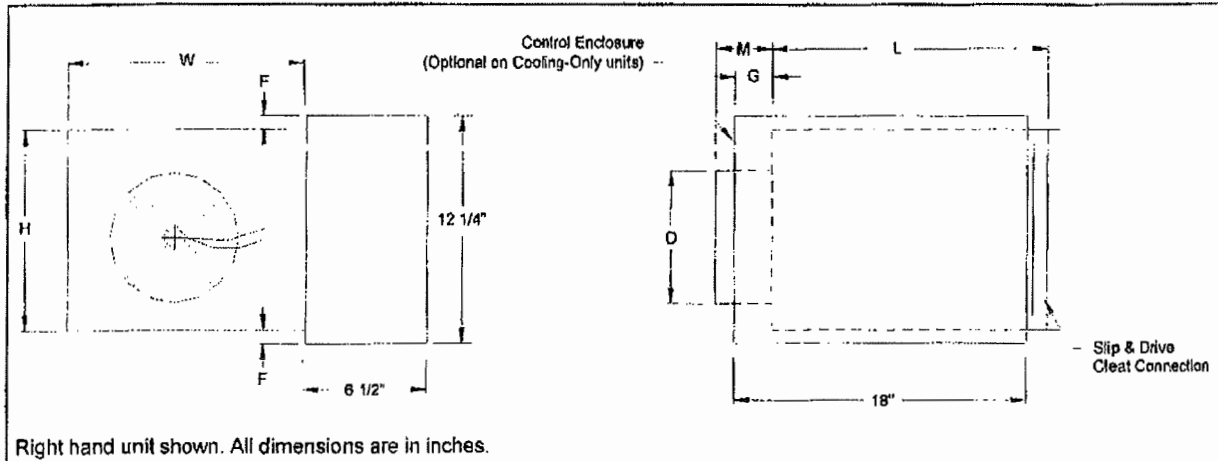
<del>Material Misc</del>		<del>\$ 50.00</del>
<del>Titus VAV</del>	<del>4-Week Price</del>	<del>\$ 973.00</del>
<del>Supervision – 3 hrs @ \$72/hr</del>		<del>\$ 216.00</del>
<del>Install Labor – 16 hrs @ \$73.72/hr</del>		<del>\$1179.52</del>
<del>Return to Check Operation – 2 hrs @ \$73.72/hr</del>		<del>\$ 147.44</del>
<del>Subtotal</del>		<del>\$2565.96</del>
<del>20% OH&amp;P</del>		<del>\$ 513.19</del>
<del><b>Total</b></del>		<del><b>\$3079.15</b></del>

OR

Material Misc		\$ 50.00
Titus VAV	10-Day Build	\$1264.00
Supervision – 3 hrs @ \$72/hr		\$ 216.00
Install Labor – 16 hrs @ \$73.72/hr		\$1179.52
Return to Check Operation – 2 hrs @ \$73.72/hr		<u>\$ 147.44</u>
Subtotal		\$2856.96
20% OH&P		<u>\$ 571.39</u>
<b>Total</b>		<b>\$3428.35</b>

## AESV

Single Duct Terminal Unit  
Analog Control, Pressure Independent



Inlet Size	CFM Range	D	F	G	H	L	M	W
4	0-225	3 7/8	2 1/8	7 3/8	8	15 1/2	5 3/8	12
5	0-350	4 7/8	2 1/8	7 3/8	8	15 1/2	5 3/8	12
6	0-500	5 7/8	2 1/8	7 3/8	8	15 1/2	3 3/8	12
7	0-850	6 7/8	1 1/8	7 3/8	10	15 1/2	3 3/8	12
8	0-900	7 7/8	1 1/8	7 3/8	10	15 1/2	3 3/8	12
9	0-1050	8 7/8	-	5 3/8	12 1/2	15 1/2	3 3/8	14
10	0-1400	9 7/8	-	5 3/8	12 1/2	15 1/2	3 3/8	14
12	0-2000	11 7/8	-	5 3/8	15	15 1/2	3 3/8	16
14	0-3000	13 7/8	-	3 3/8	17 1/2	15 1/2	3 3/8	20
16	0-4000	15 7/8	-	3 3/8	18	15 1/2	3 3/8	24
24 x 16	0-8000	23 7/8 x 15 7/8	1 1/8	5 3/8	18	15	3 3/8	38



### Accessories (Optional)

Check  if provided.

- 24 V Control Transformer
- Dust Tight Enclosure Seal
- Fibre Free Liner
- 1/2" EcoShield Liner

- 1/2" Fibre Free Liner
- 1" Fiberglass Liner
- 1" EcoShield Liner
- 1" Fibre Free Liner
- SteriLoc Liner

- Low Leakage Seal/Test/Certify
- UltraLoc Liner
- 1/2" EcoShield Liner (Foil Face)
- 1" EcoShield Liner (Foil Face)
- Disconnect Switch

- Hanger Brackets
- Removable Air Flow Sensor
- Bottom Access Door
- OSP & IBC Certification
- 

### General Description

- Heavy gauge steel housing. Mechanically sealed and gasketed, leak resistant construction. Less than 2% of nominal cfm at 1.5" sp wg.
- Dual density internal insulation, treated to resist air erosion. Meets requirements of NFPA 90A and UL 181.
- Rectangular discharge opening is designed for slip and drive cleat duct connection.
- Multipoint center averaging inlet velocity sensor.
- Electronic proportional room thermostat with adjustable setpoints for temperature and airflow is included with unit.
- Minimum and maximum airflow adjustments are made at the thermostat, using a digital voltmeter.
- Choice of right hand or left hand control location.
- Electric damper actuator is an integral part of the unit.
- Model AESV can be installed horizontally, vertically, or at any angle. Operation is not affected by position.
- Only Titus analog controls approved for seismic installation.
- OSHPD Seismic Certification: OSP-0352-10

### Accessories (Optional)

Hot Water Coil Section

- Aluminum ripple fins, 10 per inch
- Coil pipe connections are male, sweat, type "L" copper. Connection sizes are 1/2" OD for 1 row coil unit sizes 04-08. All other coils have 7/8" OD.
- Coil is installed at discharge of unit.
- On units with attenuators, coil are installed at the discharge of attenuator.

1 Row  
 2 Row  
 3 Row  
 4 Row

Electric Coil Section       Optional SCR Controlled Electric Heater

**Standard Features**

- Single side access to low voltage, high voltage, and electric heater controls.
- Automatic reset thermal cutouts, one per element
- Manual reset secondary protection.
- Positive pressure flow switch
- Magnetic contactor for each step.
- Slip and drive cleat discharge duct connection.

**Options**

- Fuse Block
- Disconnect switch, door interlock type
- Dust tight construction
- Mercury contactors

**Supply Voltage**

- 120V, 1 ph, 60Hz
- 208V, 1 ph, 60Hz
- 240V, 1 ph, 60Hz
- 277V, 1 ph, 60Hz
- 208V, 3 ph, 60Hz
- 480V, 3 ph, 60Hz (4 wire wye standard)

Integral Sound Attenuator

Inlet Size	H	W	Water Coil	
			L (1-2 Row)	L (3-4 Row)
4	8	12	5	7 1/4
5	8	12	5	7 1/4
6	8	12	5	7 1/4
7	10	12	5	7 1/4
8	10	12	5	7 1/4
9	12 1/2	14	5	7 1/4
10	12 1/2	14	5	7 1/4
12	15	16	5	7 1/4
14	17 1/2	20	7 1/2	9 3/4
16	18	24	7 1/2	9 3/4
24 x 18	18	38	5	7 1/4

The total length of the AESV unit is the summation of the unit length (with or without attenuator) and the length of the optional water coil.

This submittal is meant to demonstrate general dimensions of this product. The drawings are not meant to detail every aspect of the product. Drawings are not to scale. Titus reserves the right to make changes without written notice.

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**MEYER ELECTRIC INC.**

3513 North Ten Mile Drive  
Jefferson City, MO 65109  
ph: (573) 893-2335 fax: (573) 893-3686  
office@meyerelectric.net  
Little Dixie Construction  
3316 LeMone Industrial Blvd.  
Columbia, MO 65201

**CHANGE ORDER PROPOSAL**

10/7/2016

Boone County - Emerg. Comm.  
Boone Co Comm C  
Our Job #: 3620

Attention: Joe Gruender

Meyer Ref #: 23247

RFP# 35A - We propose to furnish material and labor to install electrical work, for RFP #35A, per the following breakdown.  
Please advise if we can be of further service.

Material	Quantity	Cost	
cut in box	1.00	3.25	
1900 box support	1.00	3.65	
18/2 cable	30.00 ft	9.00	
18/6 cable	30.00 ft	27.60	
10/2 MC cable	150.00 ft	127.50	
1900 boxes	2.00	3.18	
1900 blank covers	2.00	0.90	
3/4" EMT	10.00 ft	4.30	
raised switch cover	1.00	2.45	
20 amp switch for disconnect	1.00	16.00	
3/4" EMT fittings	2.00	1.20	
20 amp, 2 pole GE breaker	1.00	21.60	
core drill block wall	1.00	35.00	
Material Cost Subtotal			\$255.63
Markup on Material @ 10.00%			\$25.58
Profit on Material @10.00%			\$28.13
<b>Material Subtotal</b>			<b>\$309.34</b>

Labor	Rate	Quantity	Cost
Labor	79.84	42.00 Hr	3,353.28
<b>Labor Subtotal</b>			<b>\$3,353.28</b>

**TOTAL 3,662.62**

*Note: This proposal may be withdrawn by us if not accepted within 30 days.*

Submitted By:

Accepted By:

Signature: Leon J. Keller

Signature: \_\_\_\_\_

Name, Title: Leon J. Keller, President

Name, Title: \_\_\_\_\_

Date: October 07, 2016

Date: \_\_\_\_\_