

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 05

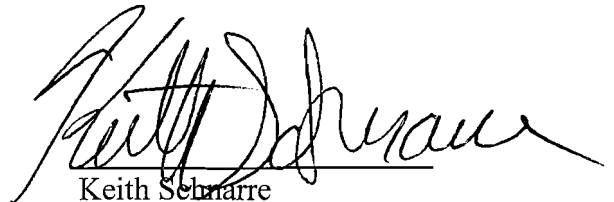
In the County Commission of said county, on the 27th day of December 20 05

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

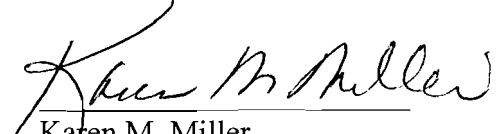
Now on this day the County Commission of the County of Boone does hereby approve the request by Dennis and Nancy Palmer to allow self-storage units on 1.99 acres located at 3660 S Scott's Blvd., Columbia with the following conditions:

- That it is recognized that a revised review and revised final plan are required in addition to approval of the conditional use permit for the development to actually be allowed and that these plan revisions require going through the rezoning process.
- All driveway, loading, and parking areas are to be dust free (minimum chip and seal). This is already a standard for the property.
- Since this will also be required to meet the planned development requirements of a 20 ft. perimeter setback. Drives and landscaping can be in the perimeter setback area.
- Lighting is oriented inward and downward so as to minimize light leaving the site.
- Comply with all site requirements of the Boone County Fire Protection District.
- Comply with all requirements of the building code.

Done this 27th day of December, 2005.

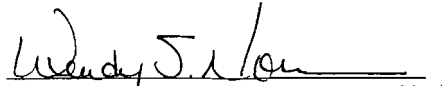


Keith Schmarre
Presiding Commissioner



Karen M. Miller
District I Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT _____
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

27th

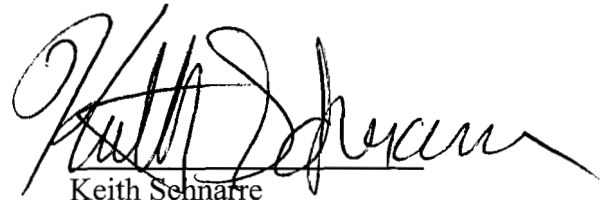
day of December

20 05

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

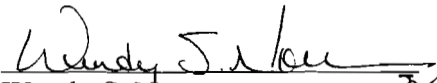
Now on this day the County Commission of the County of Boone does hereby approve the request by Tom and Judy Butcher to revise an approved Review Plan for Mid-Am Commercial Acres on 3.0 acres, located at 7125 W Henderson Rd., Columbia.

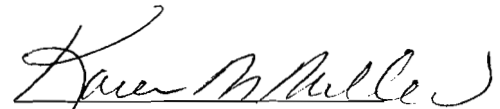
Done this 27th day of December, 2005.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner

ABSENT
Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
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December Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

27th

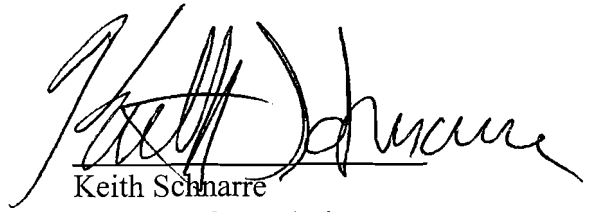
day of December

20 05

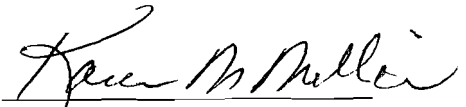
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Gilpin – Sells LLC on behalf of Bobcat of St. Louis to approve a Final Development Plan for Bobcat of St. Louis Planned Commercial Development, located at 6989 I-70 Drive NE, Columbia

Done this 27th day of December, 2005.

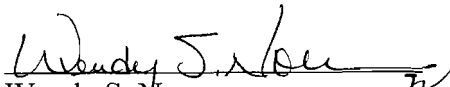


Keith Schmarre
Presiding Commissioner



Karen M. Miller
District I Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT _____
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

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In the County Commission of said county, on the 27th day of December 20 05

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

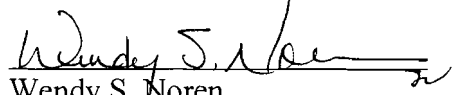
Now on this day the County Commission of the County of Boone does hereby receive and accept the following plats and authorize the Presiding Commissioner to sign said plats:

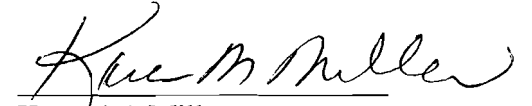
- McMenemy.
- Lazar.
- James.
- Michele's Corner.

Done this 27th day of December, 2005.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner

_____ ABSENT _____
 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

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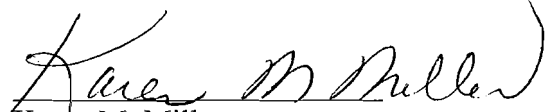
In the County Commission of said county, on the 27th day of December 20 05

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

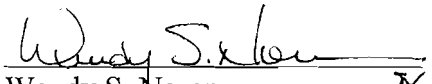
Now on this day the County Commission of the County of Boone does hereby award bid 83-15DEC05 for the Trails West Subdivision Storm Water Improvement project to Concrete Engineering, LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 27th day of December, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT _____
Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

504 - 2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: December 20, 2005
RE: 83-15DEC05 Trails West Subdivision Storm Water Improvements Project

The Bid for Trails West Subdivision Storm Water Improvements Project closed on December 15, 2005. Seven bids were received. Purchasing and the Public Work's department recommend award to Concrete Engineering, LLC for submitting the low bid.

Total cost of contract is \$102,941.00 with a 10% contingency of \$10,294.10 for a total Purchase Order amount of \$113,235.10. This contract will be paid out of department 2045 – Design and Construction, account number 71100 – Outside Services. The original budget was \$150,000.00.

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

ATT: Bid Tabulation

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

BID TABULATION 83-15DEC05

TRAILS WEST STORM WATER IMPROVEMENTS PROJECT

| Description | QTY | Unit | Aplex, Inc. | | Muenks Brothers Construction Co. | | Capital Railroad Contracting | | WEECO, Inc. | |
|---|-----|------|-------------|----------------|----------------------------------|----------------|------------------------------|----------------|-------------|----------------|
| | | | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| Mobilization | 1 | LS | 5000.00 | 5000.00 | 11450.00 | 11450.00 | 4000.00 | 4000.00 | 4000.00 | 4000.00 |
| Construciton Staking | 1 | LS | 1500.00 | 1500.00 | 2500.00 | 2500.00 | 1500.00 | 1500.00 | 1800.00 | 1800.00 |
| Traffic Control | 1 | LS | 3000.00 | 3000.00 | 5500.00 | 5500.00 | 4500.00 | 4500.00 | 2150.00 | 2150.00 |
| Clear & Grub Trees | 1 | LS | 1500.00 | 1500.00 | 2600.00 | 2600.00 | 2000.00 | 2000.00 | 1480.00 | 1480.00 |
| Removal of Exisiting Structures | 1 | LS | 4700.00 | 4700.00 | 8250.00 | 8250.00 | 10000.00 | 10000.00 | 3450.00 | 3450.00 |
| Eeroision Control Sediment Barrier | 300 | LF | 10.00 | 3000.00 | 4.25 | 1275.00 | 10.00 | 3000.00 | 4.50 | 1350.00 |
| Erosion Control Blanket | 20 | SY | 10.00 | 200.00 | 8.00 | 160.00 | 45.00 | 900.00 | 2.50 | 50.00 |
| Excavation (Does not include pipe excavation) | 40 | CY | 30.00 | 1200.00 | 18.46 | 738.40 | 20.00 | 800.00 | 8.00 | 320.00 |
| 66" x 51" Arched CMP, 14-gage Polymer Coated | 19 | LF | 125.00 | 2375.00 | 144.00 | 2736.00 | 320.00 | 6080.00 | 142.00 | 2698.00 |
| 81" x 59" Arched CMP, 12-gage Polymer Coated | 28 | LF | 175.00 | 4900.00 | 190.00 | 5320.00 | 300.00 | 8400.00 | 168.00 | 4704.00 |
| 95" x 67" Arched CMP, 12-gage Polymer Coated | 10 | LF | 250.00 | 2500.00 | 210.00 | 2100.00 | 500.00 | 5000.00 | 183.00 | 1830.00 |
| 24" CMP, 16 gage Polymer Coated | 360 | LF | 42.00 | 15120.00 | 34.00 | 12240.00 | 85.00 | 30600.00 | 33.70 | 12132.00 |
| 24" CMP Flared End Section | 1 | EA | 250.00 | 250.00 | 450.00 | 450.00 | 500.00 | 500.00 | 135.00 | 135.00 |
| Type M inlet (10x3) | 1 | EA | 4600.00 | 4600.00 | 5200.00 | 5200.00 | 4500.00 | 4500.00 | 4840.00 | 4840.00 |
| Type M inlet (8 x 3) | 1 | EA | 3100.00 | 3100.00 | 3850.00 | 3850.00 | 3000.00 | 3000.00 | 3850.00 | 3850.00 |
| Type M inlet (6 x 3) | 1 | EA | 2600.00 | 2600.00 | 2950.00 | 2950.00 | 2500.00 | 2500.00 | 3550.00 | 3550.00 |
| Modified Type M Inlet (10 x 6) | 1 | EA | 6800.00 | 6800.00 | 8250.00 | 8250.00 | 4500.00 | 4500.00 | 5460.00 | 5460.00 |
| Modified Type M Inlet (10 x 6) W/ Deflectors | 1 | TN | 5800.00 | 5800.00 | 8250.00 | 8250.00 | 5500.00 | 5500.00 | 5860.00 | 5860.00 |
| Granular Backfill | 600 | CY | 15.00 | 9000.00 | 18.25 | 10950.00 | 12.00 | 7200.00 | 18.00 | 10800.00 |

| Description | QTY | Unit | Aplex, Inc. | | Muenks Brothers Construction Co. | | Capital Railroad Contracting | | WEECO, Inc. | |
|----------------------------------|-----|------|-------------|----------------|----------------------------------|----------------|------------------------------|----------------|-------------|----------------|
| | | | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| Flowable fill Concrete | 25 | SY | 100.00 | 2500.00 | 82.00 | 2050.00 | 150.00 | 3750.00 | 118.00 | 2950.00 |
| 1 1/2 Type C Asphalt Surface Mix | 258 | SY | 12.60 | 3250.80 | 15.75 | 4063.50 | 20.00 | 5160.00 | 64.90 | 16744.20 |
| 6 1/2 Pant Mix Bitumious Base | 215 | SY | 42.50 | 9137.50 | 36.22 | 7787.30 | 55.00 | 11825.00 | 68.00 | 14620.00 |
| 4" Type I Crushed Aggegrate Base | 355 | LF | 10.00 | 3550.00 | 4.25 | 1508.75 | 6.00 | 2130.00 | 5.30 | 1881.50 |
| Concrete Curb & Gutter | 325 | SY | 17.00 | 5525.00 | 26.00 | 8450.00 | 22.00 | 7150.00 | 24.60 | 7995.00 |
| 6" P.C.C. Drive Replacement | 35 | TN | 50.00 | 1750.00 | 85.00 | 2975.00 | 200.00 | 7000.00 | 68.00 | 2380.00 |
| Rip Rap | 140 | LS | 35.00 | 4900.00 | 25.23 | 3532.20 | 45.00 | 6300.00 | 28.00 | 3920.00 |
| Seed, Fertilize, Mulch | 1 | LS | 4000.00 | 4000.00 | 2200.00 | 2200.00 | 2700.00 | 2700.00 | 1500.00 | 1500.00 |
| TOTAL | | | | 111758.30 | | 127336.15 | | 150495.00 | | 122449.70 |
| ANTI COLLUSION | | | Included | | Included | | Included | | Included | |
| IDENTITY OF BIDDER | | | Included | | Included | | Included | | Included | |
| BIDDERS ACKNOWLEDGEMENT | | | Included | | Included | | Included | | Included | |
| BID BOND | | | Included | | Included | | Included | | Included | |

BID TABULATION 83-15DEC05

TRAILS WEST STORM WATER IMPROVEMENT

| Description | QTY | Unit | Concrete Engineering, LLC | | Steve & Associates, Inc. | | Lehman Construction, LLC | |
|---|-----|------|---------------------------|----------------|--------------------------|----------------|--------------------------|----------------|
| | | | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| Mobilization | 1 | LS | 2000.00 | 2000.00 | 2765.73 | 2765.73 | 8800.00 | 8800.00 |
| Construciton Staking | 1 | LS | 800.00 | 800.00 | 1216.83 | 1216.83 | 2000.00 | 2000.00 |
| Traffic Control | 1 | LS | 900.00 | 900.00 | 956.31 | 956.31 | 14500.00 | 14500.00 |
| Clear & Grub Trees | 1 | LS | 500.00 | 500.00 | 5710.08 | 5710.08 | 5000.00 | 5000.00 |
| Removal of Exisiting Structures | 1 | LS | 3800.00 | 3800.00 | 2645.80 | 2645.80 | 32000.00 | 32000.00 |
| Eeroision Control Sediment Barrier | 300 | LF | 5.00 | 1500.00 | 3.49 | 1047.00 | 5.00 | 1500.00 |
| Erosion Control Blanket | 20 | SY | 14.00 | 280.00 | 2.00 | 40.00 | 15.00 | 300.00 |
| Excavation (Does not include pipe excavation) | 40 | CY | 42.00 | 1680.00 | 68.76 | 2750.40 | 50.00 | 2000.00 |
| 66" x 51" Arched CMP, 14-gage Polymer Coated | 19 | LF | 100.00 | 1900.00 | 88.72 | 1685.68 | 159.00 | 3021.00 |
| 81" x 59" Arched CMP, 12-gage Polymer Coated | 28 | LF | 126.00 | 3528.00 | 146.96 | 4114.88 | 293.00 | 8204.00 |
| 95" x 67" Arched CMP, 12-gage Polymer Coated | 10 | LF | 229.00 | 2290.00 | 172.69 | 1726.90 | 322.00 | 3220.00 |
| 24" CMP, 16 gage Polymer Coated | 360 | LF | 40.00 | 14400.00 | 44.59 | 16052.40 | 51.00 | 18360.00 |
| 24" CMP Flared End Section | 1 | EA | 300.00 | 300.00 | 138.73 | 138.73 | 280.00 | 280.00 |
| Type M inlet (10x3) | 1 | EA | 5400.00 | 5400.00 | 3977.28 | 3977.28 | 4800.00 | 4800.00 |
| Type M inlet (8 x 3) | 1 | EA | 3600.00 | 3600.00 | 3129.33 | 3129.33 | 4700.00 | 4700.00 |
| Type M inlet (6 x 3) | 1 | EA | 3400.00 | 3400.00 | 2779.20 | 2779.20 | 4500.00 | 4500.00 |
| Modified Type M Inlet (10 x 6) | 1 | EA | 6000.00 | 6000.00 | 6192.95 | 6192.95 | 4900.00 | 4900.00 |
| Modified Type M Inlet (10 x 6) W/ Deflectors | 1 | TN | 6700.00 | 6700.00 | 6760.69 | 6760.69 | 5900.00 | 5900.00 |
| Granular Backfill | 600 | CY | 15.00 | 9000.00 | 14.20 | 8520.00 | 20.00 | 12000.00 |

| | | | Concrete Engineering, LLC | | Steve & Associates, Inc. | | Lehman Construction, LLC | |
|----------------------------------|-----|------|---------------------------|----------------|--------------------------|----------------|--------------------------|----------------|
| Description | QTY | Unit | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| Flowable fill Concrete | 25 | SY | 100.00 | 2500.00 | 168.97 | 4224.25 | 180.00 | 4500.00 |
| 1 1/2 Type C Asphalt Surface Mix | 258 | SY | 16.00 | 4128.00 | 23.71 | 6117.18 | 15.00 | 3870.00 |
| 6 1/2 Pant Mix Bitumious Base | 215 | SY | 49.00 | 10535.00 | 59.28 | 12745.20 | 34.50 | 7417.50 |
| 4" Type I Crushed Aggegrate Base | 355 | LF | 6.00 | 2130.00 | 5.36 | 1902.80 | 8.00 | 2840.00 |
| Concrete Curb & Gutter | 325 | SY | 25.00 | 8125.00 | 23.73 | 7712.25 | 23.00 | 7475.00 |
| 6" P.C.C. Drive Replacement | 35 | TN | 43.00 | 1505.00 | 50.76 | 1776.60 | 68.00 | 2380.00 |
| Rip Rap | 140 | LS | 36.00 | 5040.00 | 37.08 | 5191.20 | 25.00 | 3500.00 |
| Seed, Fertilize, Mulch | 1 | LS | 1000.00 | 1000.00 | 1394.93 | 1394.93 | 1800.00 | 1800.00 |
| TOTAL | | | | 102941.00 | | 113274.60 | | 169767.50 |
| ANTI COLLUSION | | | Included | | Included | | Included | |
| IDENTITY OF BIDDER | | | Included | | Included | | Included | |
| BIDDERS ACKNOWLEDGEMENT | | | Included | | Included | | Included | |
| BID BOND | | | Included | | Included | | Included | |

12/19/05

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

EQUEST
DATE

VENDOR
NO.

Concrete Engineering, LLC

VENDOR NAME

241 Indian Meadow Drive
ADDRESS

Jefferson City
CITY

573-659-3740

PHONE #

MO 65101

STATE ZIP

RECEIVED

BID DOCUMENTATION

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

DEC 21 2005

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below)

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#83-15DEC05

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2045

Bill to Department # 2045

| Department | | | | | Account | | | | | Item Description | Qty | Unit Price | Amount |
|------------|---|---|---|--|---------|---|---|---|---|--|-----|------------|-----------|
| 2 | 0 | 4 | 5 | | 7 | 1 | 1 | 0 | 0 | Trails West Subdivision Storm Water Improvements Project | 1 | 102941.00 | 102941.00 |
| | | | | | | | | | | 10% Contingency | | | 10294.10 |
| | | | | | | | | | | TOTAL | | | 113235.10 |

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

Deather...
Prepared By

Don Abell
Requesting Official

cg
Auditor Approval

CONTRACT AGREEMENT

504-2005

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Concrete Engineering, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 83-15DEC05
Trails West Subdivision Storm Water Improvements Project
Project No. 9825
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Bid in the amount of \$102,941.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions
20. Plan and/or Detail Sheets

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

One Hundred Two Thousand Nine Hundred Forty One Dollars and No Cents (\$102,941.00)

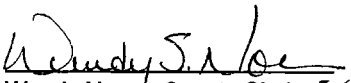
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 27 DEC 2005 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: 
Keith Schrage, Presiding Commissioner

ATTEST:


Wendy Noren, County Clerk

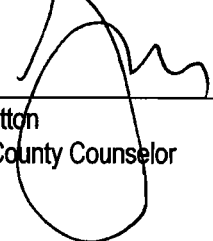
CONTRACTOR: Concrete Engineering, LLC

By: 
Authorized Representative Signature

By: Greg Leary
Authorized Representative Printed Name

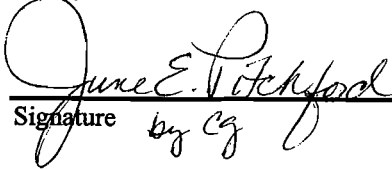
Title: Member

Approved as to Legal Form:


John Patton
Boone County Counselor

AUDITOR CERTIFICATION

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


Signature by cg

12/21/05
Date

204571100 - \$102,941.00

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

27th

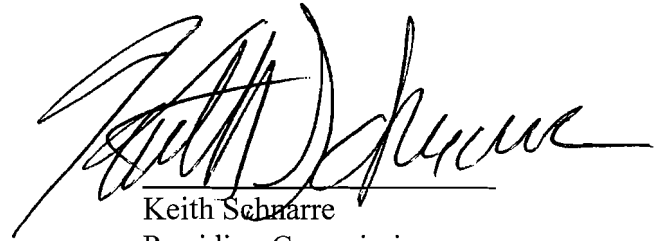
day of December

20 05

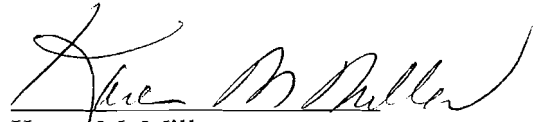
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 84-15DEC05 for the Porter Road Low Water Crossing project to Concrete Engineering, LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 27th day of December, 2005.

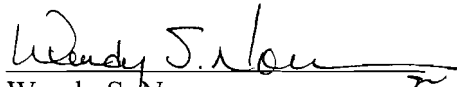


Keith Schaarre
Presiding Commissioner



Karen M. Miller
District I Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

ABSENT _____
Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

505-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: December 20, 2005
RE: 84-15DEC05 Porter Road Low Water Crossing Project

The Bid for Porter Road Low Water Crossing Project closed on December 15, 2005. Nine bids were received. Purchasing and the Public Work's department recommend award to Concrete Engineering, LLC for submitting the low bid.

Total cost of contract is \$25,030.00 with a 10% contingency of \$2,503.00 for a total Purchase Order amount of \$27,533.00. This contract will be paid out of department 2045 – Design and Construction, account number 71100 – Outside Services. The original budget was \$30,000.00.

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

ATT: Bid Tabulation

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

Bid 84-15DEC05

Porter Road Low Water Crossing Project

| Description | QTY | Unit | S&C Bridge & Concrete | | Concrete Engineering, LLC | | Sharp's Excavating, LLC | | WEECO, Inc. | |
|--|-----|------|-----------------------|-----------------|---------------------------|-----------------|-------------------------|-----------------|-------------|-----------------|
| | | | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| Mobilization | 1 | LS | 5000.00 | 5000.00 | 1000.00 | 1000.00 | 4200.00 | 4200.00 | 3000.00 | 3000.00 |
| Construcion Staking | 1 | LS | 750.00 | 750.00 | 800.00 | 800.00 | 1500.00 | 1500.00 | 1500.00 | 1500.00 |
| Traffic Control | 1 | LS | 575.00 | 575.00 | 500.00 | 500.00 | 2000.00 | 2000.00 | 1200.00 | 1200.00 |
| Removals | 1 | LS | 750.00 | 750.00 | 500.00 | 500.00 | 3000.00 | 3000.00 | 3500.00 | 3500.00 |
| Excavation | 15 | CY | 60.00 | 900.00 | 50.00 | 750.00 | 10.00 | 150.00 | 30.00 | 450.00 |
| Embankment | 42 | CY | 25.00 | 1050.00 | 40.00 | 1680.00 | 15.00 | 630.00 | 45.00 | 1890.00 |
| 2" Thickness of 1" Surface Aggregate | 21 | TON | 25.00 | 525.00 | 30.00 | 630.00 | 20.00 | 420.00 | 21.70 | 455.70 |
| 4" Thickness of 2 1/2 " Minus Base Rock | 42 | TON | 25.00 | 1050.00 | 25.00 | 1050.00 | 20.00 | 840.00 | 27.00 | 1134.00 |
| Erosion Control Blanket | 250 | SY | 2.00 | 500.00 | 4.00 | 1000.00 | 2.50 | 625.00 | 8.00 | 2000.00 |
| Type 2 Rock Blanket | 110 | SY | 27.00 | 2970.00 | 22.00 | 2420.00 | 32.00 | 3520.00 | 32.00 | 3520.00 |
| Field Seeding/Fertilizing/Mulch | 1 | LS | 750.00 | 750.00 | 800.00 | 800.00 | 2000.00 | 2000.00 | 1500.00 | 1500.00 |
| 2-35" x 24" Corrugated Metal Pipe | 64 | LF | 50.00 | 3200.00 | 60.00 | 3840.00 | 70.00 | 4480.00 | 48.90 | 3129.60 |
| 6" Reinforced Class A Portland Cement Concrete | 147 | SY | 100.00 | 14700.00 | 60.00 | 8820.00 | 65.00 | 9555.00 | 66.00 | 9702.00 |
| Type 1 Rolled Stone Base Rock | 28 | TON | 25.00 | 700.00 | 30.00 | 840.00 | 25.00 | 700.00 | 44.00 | 1232.00 |
| Object Marker Signs | 4 | EACH | 100.00 | 400.00 | 100.00 | 400.00 | 150.00 | 600.00 | 83.00 | 332.00 |
| TOTAL | | | | 33820.00 | | 25030.00 | | 34220.00 | | 34545.30 |
| ADDENDUM | | | Included | | Included | | Included | | Included | |
| ANTI COLLUSION | | | Included | | Included | | Included | | Included | |
| IDENTITY OF BIDDER | | | Included | | Included | | Included | | Included | |
| BIDDERS ACKNOWLEDGEMENT | | | Included | | Included | | Included | | Included | |
| BID BOND | | | Included | | Included | | Included | | Included | |

| Aplex, Inc. | | Muenks Brothers Construction Co. | | Rick Hague Construction Co. | | Lehman Construction | | Steve & Associates, Inc. | |
|-------------|-----------------|----------------------------------|-----------------|-----------------------------|-----------------|---------------------|-----------------|--------------------------|-----------------|
| Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| 4000.00 | 4000.00 | 5250.00 | 5250.00 | 2000.00 | 2000.00 | 1900.00 | 1900.00 | 1992.30 | 1992.30 |
| 1500.00 | 1500.00 | 1650.00 | 1650.00 | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 2345.14 | 2345.14 |
| 1000.00 | 1000.00 | 2200.00 | 2200.00 | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 1032.00 | 1032.00 |
| 1000.00 | 1000.00 | 1250.00 | 1250.00 | 2500.00 | 2500.00 | 6000.00 | 6000.00 | 2339.21 | 2339.21 |
| 30.00 | 450.00 | 20.00 | 300.00 | 40.00 | 600.00 | 100.00 | 1500.00 | 469.63 | 7044.45 |
| 30.00 | 1260.00 | 40.00 | 1680.00 | 40.00 | 1680.00 | 10.00 | 420.00 | 11.40 | 478.80 |
| 40.00 | 840.00 | 31.00 | 651.00 | 60.00 | 1260.00 | 23.00 | 483.00 | 17.39 | 365.19 |
| 40.00 | 1680.00 | 31.00 | 1302.00 | 60.00 | 2520.00 | 23.00 | 966.00 | 37.50 | 1575.00 |
| 10.00 | 2500.00 | 3.25 | 812.50 | 20.00 | 5000.00 | 4.00 | 1000.00 | 5.12 | 1280.00 |
| 30.00 | 3300.00 | 28.00 | 3080.00 | 47.50 | 5225.00 | 36.00 | 3960.00 | 20.87 | 2295.70 |
| 1000.00 | 1000.00 | 1000.00 | 1000.00 | 2200.00 | 2200.00 | 400.00 | 400.00 | 2891.94 | 2891.94 |
| 85.00 | 5440.00 | 69.89 | 4472.96 | 220.00 | 14080.00 | 75.00 | 4800.00 | 75.45 | 4828.80 |
| 48.00 | 7056.00 | 111.50 | 16390.50 | 85.00 | 12495.00 | 99.00 | 14553.00 | 73.98 | 10875.06 |
| 40.00 | 1120.00 | 31.00 | 868.00 | 38.00 | 1064.00 | 22.00 | 616.00 | 43.72 | 1224.16 |
| 100.00 | 400.00 | 110.00 | 440.00 | 175.00 | 700.00 | 230.00 | 920.00 | 97.85 | 391.40 |
| | 32546.00 | | 41346.96 | | 56324.00 | | 42518.00 | | 40959.15 |
| Included | | Included | | Included | | Included | | Included | |
| Included | | Included | | Included | | Included | | Included | |
| Included | | Included | | Included | | Included | | Included | |
| Included | | Included | | Included | | Included | | Included | |
| Included | | Included | | Included | | Included | | Included | |

CONTRACT AGREEMENT

505-2005

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Concrete Engineering, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 84-15DEC05
Porter Road Low Water Crossing Project
Project No. 9803
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Bid in the amount of \$25,030.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions
20. Plan Sheets

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.


The Owner agrees to pay the Contractor in the amount:

Twenty Five Thousand Thirty Dollars and No Cents (\$25,030.00)

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

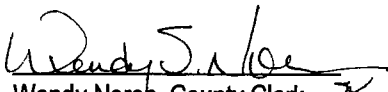
IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 27 DEC 2005 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: 
Keith Schnare, Presiding Commissioner

ATTEST:

CONTRACTOR: **Concrete Engineering, LLC**


Wendy Noreh, County Clerk

By: 
Authorized Representative Signature

By: Greg Leary
Authorized Representative Printed Name

Title: Member

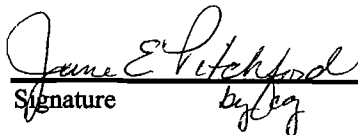
Approved as to Legal Form:


John Patton
Boone County Counselor

AUDITOR CERTIFICATION

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

2045/71100 - \$25,030.00


Signature *by leg*

12/21/05
Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

27th

day of December

20 05

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

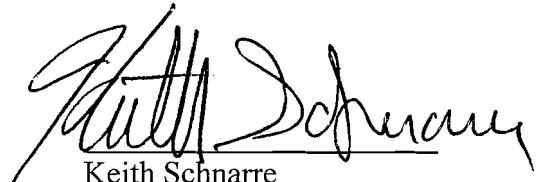
Now on this day the County Commission of the County of Boone does hereby award bid MM47 for Hot Bituminous Asphalt as follows and authorize the Presiding Commissioner be hereby authorized to sign said contracts:

Primary Supplier: APAC-Missouri, Inc.

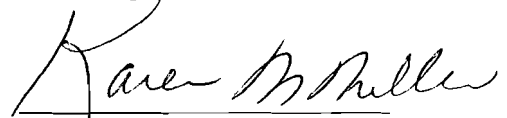
Secondary Supplier: QPR, Division of Lafarge for UPM Cold Mix

Secondary Supplier: Christensen Asphalt for everything except UPM Cold Mix

Done this 27th day of December, 2005.

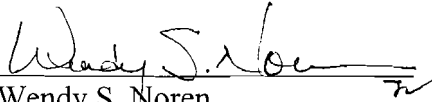


Keith Schnarre
Presiding Commissioner



Karen M. Miller
District I Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

ABSENT

Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

506-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: December 19, 2005
RE: MM47 Hot Bituminous Asphalt Term & Supply

The Bid for Hot Bituminous Asphalt Term and Supply closed on December 15, 2005. Three bids were received. Upon completion of the bid evaluation, the Public Works and Purchasing Departments recommend award for the lowest and best bids in the following order. Please note APAC-Missouri did not submit the lowest bid on the UPM Cold Mix, however, the plant is located within Boone County. The stockpile for QPR is located in Holts Summit. Therefore, Purchasing and Public Works recommends awarding APAC-Missouri all line items with Christensen and QPR as secondary suppliers. Please note Christensen Asphalt submitted a "no bid" for UPM Cold Mix while QPR submitted a "no bid" for everything except UPM Cold Mix. Therefore, Purchasing recommends awarding a total of three contracts in order to have back-up contracts in place for all products.

Primary Supplier: APAC-Missouri, Inc.

Secondary Supplier: QPR, Division of Lafarge for UPM Cold Mix

Secondary Supplier: Christensen Asphalt for everything except UPM Cold Mix

The contract will run through December 31, 2006. There are no requisitions attached, as this is a Term and Supply contract.

ATTACHMENT: Bid Tabulation

cc: Bid File
Chip Estabrooks, Public Works

Bid tabulation

MM43 - Hot Bituminous Asphalt

| Plant Location | | QPR/Lafarge | Christensen Asphalt | Apac |
|--|--------|-----------------------|------------------------------|-----------------------|
| | | | 2505 Conty Road 269 Columbia | Columbia Rocky Fork |
| | | Cost Per Ton | Cost Per Ton | Cost Per Ton |
| A. "B" Mix | | No Bid | 35.00 | 34.75 |
| B. "C" Mix | | No Bid | 36.00 | 34.75 |
| C. "D" Mix | | No Bid | 36.00 | 34.75 |
| Delivery Costs, additional to F.O.B. prices above | | | | |
| Northwest Quadrant | | No Bid | | |
| | Zone 1 | No Bid | 4.00 | 2.59 |
| | Zone 2 | No Bid | 4.50 | 2.93 |
| | Zone 3 | No Bid | 5.50 | 3.8 |
| | Zone 4 | No Bid | 6.00 | 4.66 |
| | Zone 5 | No Bid | 6.50 | 5.35 |
| Northeast Quadrant | | | | |
| | Zone 1 | No Bid | 4.00 | 2.07 |
| | Zone 2 | No Bid | 4.50 | 2.42 |
| | Zone 3 | No Bid | 5.00 | 3.11 |
| | Zone 4 | No Bid | 5.50 | 4.14 |
| | Zone 5 | No Bid | 6.00 | 5.18 |
| Southwest Quadrant | | | | |
| | Zone 1 | No Bid | 5.00 | 3.97 |
| | Zone 2 | No Bid | 5.25 | 4.31 |
| | Zone 3 | No Bid | 5.50 | 4.83 |
| | Zone 4 | No Bid | 6.00 | 6.04 |
| | Zone 5 | No Bid | 6.50 | 6.73 |
| Southeast Quadrant | | | | |
| | Zone 1 | No Bid | 4.00 | 3.45 |
| | Zone 2 | No Bid | 4.50 | 3.8 |
| | Zone 3 | No Bid | 5.00 | 5 |
| | Zone 4 | No Bid | 6.00 | 5.87 |
| | Zone 5 | No Bid | 6.50 | 6.56 |
| PRICES TO BE QUOTED FOB DESTINATION | | | | |
| Cold Mix Asphalt | | Cost per ton at Plant | Cost per ton at Plant | Cost per ton at Plant |
| A. Cold-mix w/ anti-stripping | | No Bid | 49.50 | 46.00 |
| B. UPM Cold Mix | | 69.00 | Not Available | 78.00 |
| Cooperative Purchasing ? | | Yes | Yes | Yes |
| ARO Hours or Days | | 2 days | 24 hours for delivery | 72 Hours |
| Delivery after Receipt of Order will be made within | | 2 days | | 72 Hours |

No Bids

Vance Bros Inc

Bid tabulation

MM43 - Hot Bituminous Asphalt

| | | QPR/Lafarge | Christensen Asphalt | Apac |
|--|--------|-----------------------|------------------------------|-----------------------|
| Plant Location | | | 2505 Conty Road 269 Columbia | Columbia Rocky Fork |
| | | Cost Per Ton | Cost Per Ton | Cost Per Ton |
| A. "B" Mix | | No Bid | 35.00 | 34.75 |
| B. "C" Mix | | No Bid | 36.00 | 34.75 |
| C. "D" Mix | | No Bid | 36.00 | 34.75 |
| Delivery Costs, additional to F.O.B. prices above | | | | |
| Northwest Quadrant | | No Bid | | |
| | Zone 1 | No Bid | 4.00 | 2.59 |
| | Zone 2 | No Bid | 4.50 | 2.93 |
| | Zone 3 | No Bid | 5.50 | 3.8 |
| | Zone 4 | No Bid | 6.00 | 4.66 |
| | Zone 5 | No Bid | 6.50 | 5.35 |
| Northeast Quadrant | | | | |
| | Zone 1 | No Bid | 4.00 | 2.07 |
| | Zone 2 | No Bid | 4.50 | 2.42 |
| | Zone 3 | No Bid | 5.00 | 3.11 |
| | Zone 4 | No Bid | 5.50 | 4.14 |
| | Zone 5 | No Bid | 6.00 | 5.18 |
| Southwest Quadrant | | | | |
| | Zone 1 | No Bid | 5.00 | 3.97 |
| | Zone 2 | No Bid | 5.25 | 4.31 |
| | Zone 3 | No Bid | 5.50 | 4.83 |
| | Zone 4 | No Bid | 6.00 | 6.04 |
| | Zone 5 | No Bid | 6.50 | 6.73 |
| Southeast Quadrant | | | | |
| | Zone 1 | No Bid | 4.00 | 3.45 |
| | Zone 2 | No Bid | 4.50 | 3.8 |
| | Zone 3 | No Bid | 5.00 | 5 |
| | Zone 4 | No Bid | 6.00 | 5.87 |
| | Zone 5 | No Bid | 6.50 | 6.56 |
| PRICES TO BE QUOTED FOB DESTINATION | | | | |
| Cold Mix Asphalt | | Cost per ton at Plant | Cost per ton at Plant | Cost per ton at Plant |
| A. Cold-mix w/ anti-stripping | | No Bid | 49.50 | 46.00 |
| B. UPM Cold Mix | | 69.00 | Not Available | 78.00 |
| Cooperative Purchasing ? | | Yes | Yes | Yes |
| ARO Hours or Days | | 2 days | 24 hours for delivery | 72 Hours |
| Delivery after Receipt of Order will be made within | | 2 days | | 72 Hours |

No Bids

Vance Bros Inc

Bid tabulation

MM43 - Hot Bituminous Asphalt

| | | QPR/Lafarge | Christensen Asphalt | Apac |
|--|--------|-----------------------|------------------------------|-----------------------|
| Plant Location | | | 2505 Conty Road 269 Columbia | Columbia Rocky Fork |
| | | Cost Per Ton | Cost Per Ton | Cost Per Ton |
| A. "B" Mix | | No Bid | 35.00 | 34.75 |
| B. "C" Mix | | No Bid | 36.00 | 34.75 |
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| Delivery Costs, additional to F.O.B. prices above | | | | |
| Northwest Quadrant | | No Bid | | |
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| | Zone 2 | No Bid | 4.50 | 2.93 |
| | Zone 3 | No Bid | 5.50 | 3.8 |
| | Zone 4 | No Bid | 6.00 | 4.66 |
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| Northeast Quadrant | | | | |
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| | Zone 4 | No Bid | 5.50 | 4.14 |
| | Zone 5 | No Bid | 6.00 | 5.18 |
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| | Zone 4 | No Bid | 6.00 | 6.04 |
| | Zone 5 | No Bid | 6.50 | 6.73 |
| Southeast Quadrant | | | | |
| | Zone 1 | No Bid | 4.00 | 3.45 |
| | Zone 2 | No Bid | 4.50 | 3.8 |
| | Zone 3 | No Bid | 5.00 | 5 |
| | Zone 4 | No Bid | 6.00 | 5.87 |
| | Zone 5 | No Bid | 6.50 | 6.56 |
| PRICES TO BE QUOTED FOB DESTINATION | | | | |
| Cold Mix Asphalt | | Cost per ton at Plant | Cost per ton at Plant | Cost per ton at Plant |
| A. Cold-mix w/ anti-stripping | | No Bid | 49.50 | 46.00 |
| B. UPM Cold Mix | | 69.00 | Not Available | 78.00 |
| Cooperative Purchasing ? | | Yes | Yes | Yes |
| ARO Hours or Days | | 2 days | 24 hours for delivery | 72 Hours |
| Delivery after Receipt of Order will be made within | | 2 days | | 72 Hours |

No Bids

Vance Bros Inc

Bid tabulation

MM43 - Hot Bituminous Asphalt

| Plant Location | | QPR/Lafarge | Christensen Asphalt | Apac |
|--|--------|-----------------------|------------------------------|-----------------------|
| | | | 2505 Conty Road 269 Columbia | Columbia Rocky Fork |
| | | Cost Per Ton | Cost Per Ton | Cost Per Ton |
| A. "B" Mix | | No Bid | 35.00 | 34.75 |
| B. "C" Mix | | No Bid | 36.00 | 34.75 |
| C. "D" Mix | | No Bid | 36.00 | 34.75 |
| Delivery Costs, additional to F.O.B. prices above | | | | |
| Northwest Quadrant | | No Bid | | |
| | Zone 1 | No Bid | 4.00 | 2.59 |
| | Zone 2 | No Bid | 4.50 | 2.93 |
| | Zone 3 | No Bid | 5.50 | 3.8 |
| | Zone 4 | No Bid | 6.00 | 4.66 |
| | Zone 5 | No Bid | 6.50 | 5.35 |
| Northeast Quadrant | | | | |
| | Zone 1 | No Bid | 4.00 | 2.07 |
| | Zone 2 | No Bid | 4.50 | 2.42 |
| | Zone 3 | No Bid | 5.00 | 3.11 |
| | Zone 4 | No Bid | 5.50 | 4.14 |
| | Zone 5 | No Bid | 6.00 | 5.18 |
| Southwest Quadrant | | | | |
| | Zone 1 | No Bid | 5.00 | 3.97 |
| | Zone 2 | No Bid | 5.25 | 4.31 |
| | Zone 3 | No Bid | 5.50 | 4.83 |
| | Zone 4 | No Bid | 6.00 | 6.04 |
| | Zone 5 | No Bid | 6.50 | 6.73 |
| Southeast Quadrant | | | | |
| | Zone 1 | No Bid | 4.00 | 3.45 |
| | Zone 2 | No Bid | 4.50 | 3.8 |
| | Zone 3 | No Bid | 5.00 | 5 |
| | Zone 4 | No Bid | 6.00 | 5.87 |
| | Zone 5 | No Bid | 6.50 | 6.56 |
| PRICES TO BE QUOTED FOB DESTINATION | | | | |
| Cold Mix Asphalt | | Cost per ton at Plant | Cost per ton at Plant | Cost per ton at Plant |
| A. Cold-mix w/ anti-stripping | | No Bid | 49.50 | 46.00 |
| B. UPM Cold Mix | | 69.00 | Not Available | 78.00 |
| Cooperative Purchasing ? | | Yes | Yes | Yes |
| ARO Hours or Days | | 2 days | 24 hours for delivery | 72 Hours |
| Delivery after Receipt of Order will be made within | | 2 days | | 72 Hours |

No Bids

Vance Bros Inc

**PURCHASE AGREEMENT
FOR
HOT BITUMINOUS ASPHALT TERM AND SUPPLY
SECONDARY SUPPLIER**

THIS AGREEMENT dated the 27 day of DEC 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Christensen Asphalt**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Hot Bituminous Asphalt Term and Supply**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Hot Bituminous Asphalt Term and Supply, bid number **MM47**, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and Vendor Response Sheet, as well as the Contractor's bid response dated December 13, 2005 and executed by Kenny Knipp on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and un-executed Vendor Response Sheet shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2006 and extend through December 31, 2006, subject to the provisions for termination specified below.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County "B" Mix, "C" Mix, and "D" Mix Hot Asphalt at the Plant as well as delivered and Cold Mix Asphalt with anti-stripping agent at the plant as identified and responded to in the Contractor's Response Sheet. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. Christensen Asphalt shall act as the secondary supplier and shall furnish Hot Bituminous Asphalt for the County in the event the primary supplier is unable to provide product within the timeframe specified in their bid response. Asphalt shall be available at the Contractor's plant during normal business hours weather permitting.

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

**PURCHASE AGREEMENT
FOR
HOT BITUMINOUS ASPHALT TERM AND SUPPLY
SECONDARY SUPPLIER**

THIS AGREEMENT dated the 27 day of DEC 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **QPR, Division of Lafarge**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Hot Bituminous Asphalt Term and Supply**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Hot Bituminous Asphalt Term and Supply, bid number **MM47**, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and Vendor Response Sheet, as well as the Contractor's bid response dated November 28, 2005 and executed by Michael M. Rainwater on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and un-executed Vendor Response Sheet shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on January 1, 2006 and extend through December 31, 2006, subject to the provisions for termination specified below.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Unique Paving Material Cold Mix delivered as identified and responded to in the Contractor's Response Sheet. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. QPR shall act as the Secondary Supplier and shall furnish Unique Paving Material Cold Mix for the County in the event the primary supplier is unable to provide product within the timeframe specified in their bid response.

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

**PURCHASE AGREEMENT
FOR
HOT BITUMINOUS ASPHALT TERM AND SUPPLY
PRIMARY SUPPLIER**

THIS AGREEMENT dated the 27 day of DEC 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **APAC-Missouri, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Hot Bituminous Asphalt Term and Supply**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Hot Bituminous Asphalt Term and Supply, bid number **MM47**, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and Vendor Response Sheet, as well as the Contractor's bid response dated December 14, 2005 and executed by Don Nelson on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Asphalt Mix, Special Conditions, and un-executed Vendor Response Sheet shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2006 and extend through December 31, 2006, subject to the provisions for termination specified below.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County "B" Mix, "C" Mix, and "D" Mix Hot Asphalt at the Plant as well as Delivered and Cold Mix Asphalt with anti-stripping agent as well as Unique Paving Material Cold Mix at the plant as identified and responded to in the Contractor's Response Sheet. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. APAC-Missouri, Inc. shall act as the primary supplier and shall furnish Hot Bituminous Asphalt for the County. The Contractor agrees to deliver within 72 hours after notification by the County. If the product cannot be delivered within the designated timeframe, the County will contact and schedule the work with the secondary contracted supplier.

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

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

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

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

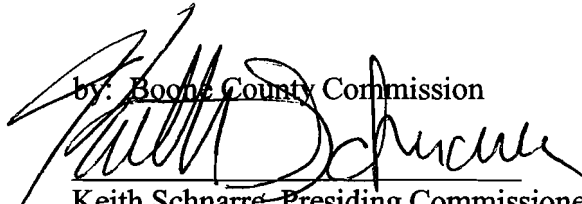
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

APAC-Missouri, Inc.

BOONE COUNTY, MISSOURI

by _____
 title _____
 address _____

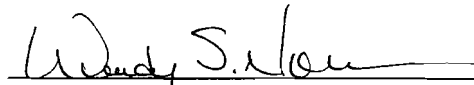
by: Boone County Commission

 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:



 County Counselor



 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

2040/26000 Term/Supply

No encumbrance required

 Signature *by: cg*

12/20/05

 Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

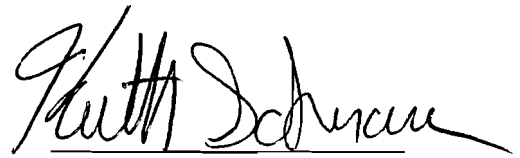
Term. 20 05

In the County Commission of said county, on the 27th day of December 20 05

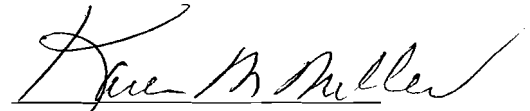
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Amendment #1 to Bid 20-24MAR05 for Asphalt Overlay and Roadway Drainage Project with APAC-Missouri, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

Done this 27th day of December, 2005.

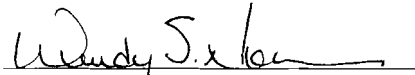


Keith Schnarre
Presiding Commissioner



Karen M. Miller
District I Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

ABSENT _____

Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

507-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: December 21, 2005
RE: Amendment Number One to 20-24MAR05 Asphalt Overlay and Roadway
Drainage Project

The Public Works Department notified the Purchasing Department that the total contract amount indicated on the contract agreement form of the above referenced contract is incorrect. Therefore, the attached Amendment #1 to contract 20-24MAR05 reflects the correct total contract amount.

The additional \$.50 will be paid out of department 2040 PW Maintenance Operations, Account 71100 Outside Services.

cc: Natalie Meighan, Public Works
John Watkins, Public Works
Bid File

507-2005

CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
ASPHALT OVERLAY & ROADWAY DRAINAGE PROJECT 9810
BID # 20-24MAR05

The Agreement dated April 21, 2005 made by and between Boone County, Missouri and APAC-Missouri, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Change the total dollar amount on the contract agreement to correspond with the total amount as indicated on the Bid Forms. The correct total contract amount should be \$599,997.28.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

APAC-Missouri, Inc.

by

title

Shawn A. Ryan
Vice President

BOONE COUNTY, MISSOURI

by Boone County Commission

Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

June E. Pitkford
Signature

12/22/05
Date

2040/71100-\$.50
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 05

County of Boone

In the County Commission of said county, on the

27th

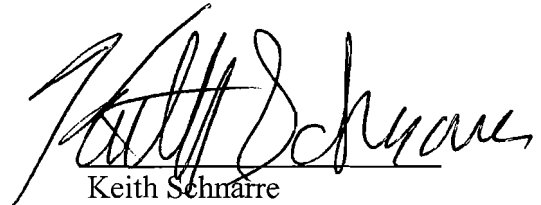
day of December

20 05

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

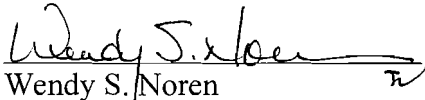
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Preliminary Engineering Services with Public Water Supply District #9 for the Lake of the Woods Subdivision Pavement and Drainage Improvements Phase II project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 27th day of December, 2005.

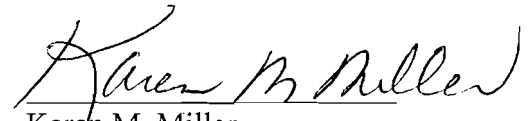


Keith Schmaire
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner

ABSENT
Skip Elkin
District II Commissioner

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

508-2005

THIS AGREEMENT (“this Agreement”), dated the 27 day of DEC, 2005, is made by and between **BOONE COUNTY, MISSOURI**, through its County Commission (“County”) and **PUBLIC WATER SUPPLY DISTRICT NO. 9** of Boone County, Missouri (“District”).

In consideration of each Party’s performance of the obligations set forth in this Agreement, the Parties agree to the following:

1. **Background and Purposes of Agreement.** County has prepared preliminary plans and specifications (“Preliminary Plans”) for Road improvements, known as the **Lake of the Woods Subdivision Pavement & Drainage Improvements Phase II** Improvement Project (“Project”), which such Preliminary Plans have been provided to District. The Project may require Relocation of Water Lines owned by District, in areas which will be disturbed by construction in connection with the Project. Both Parties desire to coordinate the work for the Project and for the possible Relocation of District Water Lines, in order to assure that Road construction work can be completed without unreasonable delay and without disruption of water service to District customers. District has determined that District requires the services of a consulting engineer to advise District about the necessity for Water Line Relocation and to assist District in preparing a Relocation plan for Relocation of Water Lines. County, under this Agreement, will reimburse District for all or certain part of the engineering fees and associated costs which will be incurred by District in retaining and using a consulting engineer to assist the District in evaluating the need for and/or in developing a Relocation plan. It has been determined that, in accordance with the County’s Roadway Regulations and the Cooperative Agreement (“the Cooperative Agreement”) between the County and various Boone County Missouri Public Water Supply Districts, dated June 6, 2001, (which such Cooperative Agreement is incorporated herein by reference) that County may be required to reimburse District for all or part of the costs which will be incurred by District in using an Engineer for the purposes described above. In order to accomplish these objectives, and in order to provide for an agreement between County and District for the reimbursement of all or part of District’s engineering fees and costs, County and District are entering into this Agreement.

2. **Terms/Definitions.** Unless the context clearly indicates otherwise, each term used in this Agreement, which is defined in Section 2 “Definitions” of the Cooperative Agreement, shall have the same meaning as is provided for by Section 2 of the Cooperative Agreement.

3. **Retaining Engineer.** District shall promptly retain **Engineers Surveys & Services LLC** (“the Engineering Firm”) to assist District by providing the professional engineering services required by District to determine whether any of its Water Lines must be relocated by reason of the Project, and in identifying those Water Lines which must be relocated by reason of the Project, and in developing Relocation plans for Relocation of such Water Lines.

4. **Plans and Specifications Delivered to Engineering Firm.** District has delivered the County Preliminary Plans described in Paragraph 1 above to the Engineering Firm for purposes of providing the engineering services described in this Agreement.

5. Preliminary Evaluation and Plans. County agrees to promptly advance to District the sum of **Four Thousand Dollars (\$4000.00)** for purposes of having the Engineering Firm prepare a “Preliminary Engineering Evaluation and Plan” as follows:

5.1 Option Evaluation and Preliminary Plans. The Engineering Firm shall prepare an evaluation of the options for avoiding or eliminating conflicts between Water Lines and related District facilities and proposed Road improvements under the County Preliminary Plans. The evaluation shall be directed to examining the most economic means of avoiding or eliminating such conflicts while maintaining the integrity of the water distribution system in terms of general use and maintenance, and may include proposed options for changing County Preliminary Plans. The evaluation shall include, as necessary, preliminary graphic plans addressing each option presented to address conflicts with Water Lines based upon a review of the Preliminary Plans described in paragraph 1 above; and

5.2 Recommendations. The Engineering Firm shall make recommendations concerning use of options for addressing Water Line conflicts associated with the County Preliminary Plans (including the Engineering Firm’s reasoning for recommendations) and a detailed scope of work and proposal, including cost estimate for the engineering services of the Engineering Firm to be rendered for purposes of preparing final Water Line Relocation plans on behalf of the District, and including, as necessary, the costs of implementing the various options and recommendations which are presented and recommended; and

5.3 Cost Estimates. The Engineering Firm shall make a preliminary estimate of probable construction costs and related costs which will be incurred by District in implementing the Engineer’s various recommended options. Such estimate shall include the time and expenses necessary for the Engineering Firm to communicate and/or meet with County employees and consultants for purposes of evaluating and choosing options to avoid or eliminate conflicts with Water Lines associated with the County’s Preliminary Plans.

6. Submittal to County. Promptly upon receipt of the Preliminary Engineering Evaluation and Plan and Cost Estimates described in Paragraph 5 above, such documents shall be provided by District to County, and if requested, such documents shall be provided in electronic form. In addition to the meeting required by paragraph 7 below, County employees and consultants shall be entitled to review and discuss such documents with District and with the Engineering Firm for purposes of evaluating which options presented by the Engineering Firm present the best solution for accomplishing the Project, and to coordinate future work on the Project.

7. **Meeting and Cost Allocation Agreement.** Upon delivery to the County of District's Preliminary Engineering Evaluation and Plan, District and County, and the Engineering Firm if requested by County, shall meet to discuss the development of a Final Water Line Relocation Plan, and District and County shall seek to negotiate and to enter into a Water Line Relocation Cost Allocation Agreement for the actual payment by County to District of all or a portion of District's engineering fees and costs to be incurred for preparing the Final Water Line Relocation Plan and/or District's actual construction costs to be incurred in implementing the Final Water Line Relocation Plan and/or the responsibilities for acquiring, and for paying the costs for acquiring any new Water Line Easement which will be required for the Water Line Relocation. District and County shall, in good faith, seek to agree upon a Water Line Relocation Cost Allocation Agreement ("the Cost Allocation Agreement") in substantially that form attached to the Cooperative Agreement as **Appendix F**, within forty-five (45) days following the submission of the District's Preliminary Engineering Evaluation and Plan. If District and County are unable to achieve an agreement for the payment by County of all or a portion of District's engineering fees and costs for preparing the Final Water Line Relocation Plan, or for construction costs, or for costs of new Easements, within such forty-five (45) days, then District shall, nevertheless, at the written request of County, cause the Engineering Firm to proceed with preparation of the Final Water Line Relocation Plan, and/or (at the written request of the County) proceed with acquiring Easements and/or (at the request of the County) with the actual Water Line Relocation, in order that the construction of the Project will not be delayed. Any Final Water Line Relocation Plan, bid letting, Easement acquisition, and subsequent construction shall be completed no later than the time periods allowed under the Cooperative Agreement. Any agreement between County and District for the reimbursement by County of the District's engineering fees and costs associated with the preparation of the Final Water Line Relocation Plan, shall be memorialized by a Water Line Relocation Cost Allocation Agreement.

Any dispute between District and County over County's share of District's engineering fees and costs and construction and Easement costs associated with the preparation and implementation of the Final Water Line Relocation Plan shall not delay the County's Project, and shall be resolved in accordance with the dispute resolution mechanism set forth in Section 13 of the Cooperative Agreement. It is understood and agreed that a request by the County that District proceed with preparation of Final Water Line Relocation Plans, or with acquiring Easements, or with actual Water Line Relocation, absent a Cost Allocation Agreement, shall not be construed as a resolution of any disputed issue between County and District concerning any reimbursement issue. If County does not provide District with the Final Project Plan, hereinafter described, and authorize District to proceed forward with the preparation of the Final Water Line Relocation Plan within any time limits provided for by the Cost Allocation Agreement, or within ninety (90) days of the submittal by District to County of District's Preliminary Engineering Evaluation Plan, then any agreement between District and County for the allocation of costs for the preparation of District's Final Water Line Relocation Plan, may be terminated by District upon written notice to County.

8. **Final Project Plans.** County shall submit to District, County's Final Project Plans ("Final Project Plans") for County's Project, which such Final Project Plans shall comply with all of the requirements of the Cooperative Agreement.

9. **Development of Final Water Line Relocation Plan.** Upon receipt of County's Final Project Plans and County's written request that District proceed with preparation of a Final Water Line Relocation Plan, ("Final Water Line Relocation Plan"), or upon execution of a Water Line Relocation Cost Allocation Agreement and the giving by the County to District of a request that District so proceed, whichever occurs earlier, District shall cause the Engineering Firm to prepare a Final Water Line Relocation Plan for the purpose of avoiding or eliminating conflicts between District's Water Lines and the Project. District shall provide County with a copy of the Engineering Firm's contract for engineering services in connection with District's Final Water Line Relocation Plan, which contract shall include a written description of the Engineering Firm's scope of work for preparing the Final Water Line Relocation Plan and Engineering Firm's fees and costs for performing the work for the Final Water Line Relocation Plan. District shall cause the Final Water Line Relocation Plan, and any engineering contract described in this Paragraph 9, to be submitted to County, within the time limits required by the Cooperative Agreement.

10. **Intention that Costs be Shared in Accordance with Cooperative Agreement.** The intention and agreement of District and County is that District and County shall share the engineering fees and costs and construction costs and expenses associated with the Relocation of those Water Lines which must be relocated because of the Project, to the extent and in the manner provided for by the Cooperative Agreement, and that all disputes concerning the sharing of fees, costs and expenses shall be resolved in accordance with Section 13 of the Cooperative Agreement, and that District shall, at County's Written Request, proceed with the preparation of all Final Water Line Relocation Plans and construction necessary to implement such Final Water Line Relocation Plans, in accordance with the time limits specified in the Cooperative Agreement, so as not to delay the construction of the Project.

11. **Authorized Representatives of District and County.** District shall be bound, in all determinations made with respect to the sharing of costs with County, as provided for by this Agreement, by **President, Public Water Supply District 9**, and all agreements made by such individual for the sharing of costs shall be binding upon District. County shall be bound in all determinations made pursuant to this Agreement including agreements to share costs pursuant to this Agreement, including those agreements provided for by Paragraphs 7, 9 and 10 of this Agreement, by **Presiding Commissioner Boone County Missouri**, and all agreements made by such individual for the sharing of costs shall be binding upon County.

12. **Extension of Time.** The times for performance specified herein shall be extended when scheduled work is delayed for reasons outside the control of the Party to this agreement who is required to perform such work or to cause such work to be performed, or when it is otherwise mutually agreed that the schedule for work should be modified for good and sufficient cause. If either party to this Agreement becomes and aware of a need for an extension of time or of a delay in the work, then such party shall promptly notify the other party, in writing, of the need for such extension, or of the delay, and of the anticipated extent of such delay.

13. **Suspension or Termination of Work.** If either County or District, without the consent of the other Party, suspends or terminates schedule work to be performed under this Agreement, and, as a result, the other party sustain additional cost or expense, then the Party causing such suspension or termination shall be liable to the other Party for the actual costs and expenses

incurred by the other Party as a result of such suspension or termination; provided that, in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of the suspension or termination.

IN WITNESS WHEREOF, County and District have executed this Agreement on the day and year hereinabove first set forth.

Public Water Supply District No. 9

By: J. A. Rebarber
Chairman, Board of Directors

Attest: Diana Fredrick
Clerk

Approved as to sufficient unencumbered appropriations: 2045-71102

Jane E. Pitchford 12/21/05
County Auditor by eg Date

Boone County, Missouri

By: Paul Johnson
Presiding Commissioner

Attest: Wendy S. Loe
County Clerk

Approved as to form:

[Signature] 12/21/05
County Attorney Date

Exhibit 1 - Water Line Relocation Cost Allocation Agreement

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 05

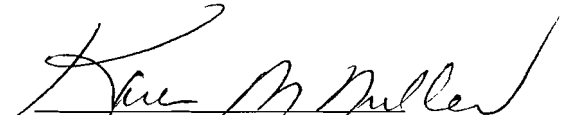
In the County Commission of said county, on the 27th day of December 20 05

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

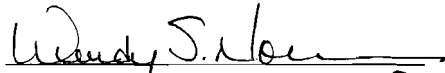
Now on this day the County Commission of the County of Boone does hereby approve the Proposal for Consultant Services with Engineering Surveys and Services for the Lake of the Woods Subdivision Pavement and Drainage Improvements Phase II project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said proposal.

Done this 27th day of December, 2005.


Keith Scharre
Presiding Commissioner


Karen M. Miller
District I Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT _____
Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

509-2005

Effective the 27 day of Dec, 2005, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Engineering Surveys & Services

Project/Work Description: Lake of the Woods Subdivision, Pavement and Drainage Improvements, Phase II

Proposal Description: See attached Proposal dated December 16, 2005 from Benjamin Ross to Don Abell.

Modifications to Proposal: Fees and expenses shall not exceed \$16,000.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

CONSULTANT

By Benjamin A. Ross
Title Assistant Vice-President

Dated: 3 January 2006

APPROVED AS TO FORM:

County Attorney signature

APPROVED:

David M. ... 12/21/05
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 27 Dec 2005

ATTEST:

Wendy S. ...
County Clerk

CERTIFICATION:

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

James E. ... 12/21/05
Auditor by [Signature] Date

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Materials Laboratories

Larry L. Hendren, PE, RG
David A. Bennett, PE
Timothy J. Reed, PLS
Morton L. Ratliff, PLS
Bruce A. Dawson, PE
Richard J. Rolsing, PE

Randall A. Lee, PE, RG
Timothy J. O' Connor, PE
Benjamin A. Ross, PE
Clifford S. Jarvis, PE
Chad M. Ferguson, PE, RG

December 16, 2005

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499
E-Mail ess@ess-inc.com
<http://www.ess-inc.com>

Mr. Don Abell, P.E.
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201

RE: Professional Services Proposal
Lake of the Woods Subdivision
Phase II Pavement and Drainage
Improvements
Boone County, Missouri

Dear Mr. Abell:

Thank you for the opportunity to submit this proposal for continued design services on the Lake of the Woods Pavement and Drainage Improvement Project.

We understand the scope of work for Phase II to include replacing the existing storm sewer system with a new system installed in newly acquired easements and additional concrete pavement repairs. We will provide drawings of the existing pavement joint patterns and driveways for the portions of the subdivision that were not included in Phase I. Boone County Public Works staff will identify the pavement panels to be replaced. A replacement storm sewer system will be designed. We will prepare legal descriptions for new storm sewer easements and be available to attend two public meetings to describe the work to the adjacent property owners. The new easements will overlap the existing easement dedicated to the subdivision developer. The existing easement will not be vacated. We anticipate two progress meetings with Boone County staff to discuss and review the proposed improvements.

We will prepare detailed construction plans suitable for bidding the project as well as project specifications and an estimate of probable construction cost. We will provide one copy of the final, approved, signed and sealed plans on bond paper as well as a signed and sealed project specification manual. The project specification manual will also be provided in Word format. Geotechnical engineering, construction observation visits, construction staking and construction materials testing are not included with this proposal. These services can be provided by this firm as additional services if requested.

Our fee for this scope of work will be from the attached fee schedules on a time expended basis with a total not to exceed fee of \$16,000. We are prepared to begin work on this project immediately upon receipt of your notice to proceed. We anticipate completing the design drawings and legal descriptions 60 days thereafter. We will complete the bid documents and

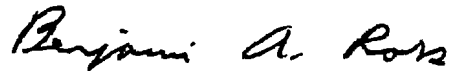
Engineering Surveys and Services

Mr. Abell
December 16, 2005
Page 2

make any required modifications to the drawings after the county has acquired the necessary storm sewer easements.

Please contact me if you have any questions concerning this proposal or if you need additional information. Once again, we look forward to putting our more than 50 years of experience in Boone County to work for you.

Sincerely,

A handwritten signature in cursive script that reads "Benjamin A. Ross".

Benjamin A. Ross, P.E., PTOE

Enclosure

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Materials Laboratories

Larry L. Hendren, PE, RG
David A. Bennett, PE
Timothy J. Reed, PLS
Morton L. Ratliff, PLS
Bruce A. Dawson, PE
Richard J. Rolsing, PE

Randall A. Lee, PE, RG
Timothy J. O' Connor, PE
Benjamin A. Ross, PE
Clifford S. Jarvis, PE
Chad M. Ferguson, PE, RG

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499
E-Mail ess@ess-inc.com
<http://www.ess-inc.com>

HOURLY FEE SCHEDULE

January 1, 2005

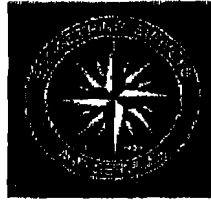
| <u>Services of:</u> | <u>Rate:</u> |
|-------------------------------------|------------------------|
| Firm Principal | \$100.00/hour |
| Registered Professional Engineer | \$ 85.00-90.00/hour |
| Registered Land Surveyor | \$ 80.00/hour |
| Registered Geologist | \$ 80.00/hour |
| Project Surveyor | \$ 70.00/hour |
| Engineer In Training | \$ 60.00-75.00/hour |
| Engineering Technician | \$ 38.00-48.00/hour |
| CAD Operator | \$ 42.00-50.00/hour |
| Secretary | \$ 40.00-45.00/hour |
| 2 Man Field Crew | \$100.00-120.00/hour |
| 3 Man Field Crew | \$120.00-150.00/hour |
| Computer | \$ 50.00/hour |
| EDM Equipment | \$100.00/day |
| Global Positioning System Equipment | \$200.00/day |
| Drill Rig | \$ 85.00-\$150.00/hour |
| Large Format Copies | \$ 3.50-\$ 5.50 each |
| Photocopies | \$ 0.20 each |
| Travel | \$ 0.40/mile |

NOTES

1. The exact rate for field crew depends upon the composition of the crew involved.
2. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
3. Overtime charges at 1.4 times above rates.

Other Offices

Jefferson City, Missouri • Sedalia, Missouri



Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Material Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone: 573-449-2646
Facsimile: 573-499-1499
E-Mail: brross@ess-inc.com
<http://www.ess-inc.com>

| | |
|--------------------------------------|---|
| To: Boone County Public Works | From: Benjamin A. Ross, P.E., PTOE |
| Attn: Don Abell, P.E. | cc: |
| FAX: 573-875-1602 | FAX: |
| Phone: 573-449-8515 Ext. 236 | Phone: |
| Pages: 3 + Cover | Date: December 19, 2005 |

Urgent

For Review

Please Comment

Please Reply

Comments:

Lake of the Woods Pavement and Drainage Improvements - Phase II proposal. ✓

Other Offices

Columbia, Missouri • Jefferson City, Missouri

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

27th

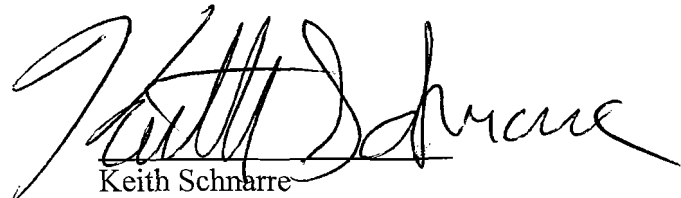
day of December

20 05

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

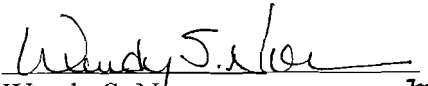
Now on this day the County Commission of the County of Boone does hereby approve Change Order #1 for the 2005 Asphalt Overlay and Roadway Drainage Improvements project in the amount of \$63,122.29. It is further ordered that the Presiding Commissioner be hereby authorized to sign said change order.

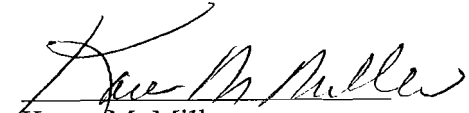
Done this 27th day of December, 2005.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner

ABSENT
Skip Elkin
District II Commissioner

510-2005

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

Change Order No.: One (1)
P.O. # 2005-194

Job No.: 20-24MAR05

Date: 12-20-05

Project Location: 2005 Asphalt Overlay & Roadway Drainage Improvments

Contractor: APAC – Missouri, Inc. Missouri Division

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

Description of Changes: **See Attached Exhibit A – 3 Pages**

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

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

Contract Amount: Add to the Contract Amount a total of

Sixty-Three Thousand One Hundred Twenty-two Dollars & 29100 (\$ 63,122.29)

CONTRACTOR - APAC – Missouri, Inc. - Missouri Division

SIGNATURE

Chel H. P.

DATE

12-29-05

Recommended by: Project Manager

Approved by Director

Dunn

SIGNATURE

J.P. Wartz II

DATE

12-20-05

Accepted by: Boone County

SIGNATURE

Michelle Schyane
510-2005

DATE

27 Dec 2005

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.
Michelle Schyane
12/21/05
Auditor by

STATEMENT OF CONTRACT AMOUNT:

| | |
|--|---------------|
| ORIGINAL CONTRACT AMOUNT | \$ 599,997.28 |
| PREVIOUS ADDITIONS | \$ 0.00 |
| TOTAL | \$ 599,997.28 |
| PREVIOUS DEDUCTIONS | \$ 0.00 |
| NET PRIOR TO THIS CHANGE | \$ 0.00 |
| AMOUNT OF THIS CHANGE <u> X </u> ADD | \$ 63,122.29 |

**** ADD TO PURCHASE ORDER TO EQUAL CONTRACT AMOUNT \$ 0.50**
This is not included in the change order for contractor – See Page 4

CONTRACT AMOUNT TO DATE \$ 663,119.57

APPENDIX A

| Item # | Description | Qty. Change | Units | Price | Total |
|---------------|-------------------------------------|-----------------------|--------------|--------------|---------------------|
| ***** | Prathersville Road | | | | |
| 1 | 12" CMP | Deduct L.F. | (48) | \$ 44.45 | (\$ 2,133.60) |
| 2 | 15" CMP | ADD L.F. | 48 | \$ 45.00 | \$ 2,160.00 |
| 3 | 36" RCP | ADD L.F. | 15 | \$ 83.00 | \$ 1,245.00 |
| 4 | Ditching | ADD L.F. | 591 | \$ 6.70 | \$ 3,959.70 |
| 5 | Pipe Replacement Patch | ADD S.Y. | 8.60 | \$ 41.50 | \$ 356.90 |
| 6 | Additional Depth Dig Out | Deduct C.Y. | (2.00) | \$ 55.00 | (\$ 110.00) |
| 7 | Asphalt Wedge – C mix | Deduct TON | (27.24) | \$ 39.40 | (\$ 1,073.25) |
| 8 | Asphalt Paving – C mix | Deduct TON | (31) | \$ 39.40 | (\$ 1,221.40) |
| 9 | Asphalt Paving – Bit Base | ADD TON | 2.72 | \$ 38.00 | \$ 103.36 |
| 9 | Type 1 Rock Blanket | ADD C.Y. | 33.40 | \$ 80.00 | \$ 2,672.00 |
| 10 | Concrete Driveway Replacement | Deduct S.Y. | (21) | \$ 63.15 | (\$ 1,326.15) |
| ***** | ADD Prathersville Road Total | | | | \$ 4,632.56 |
| ***** | Rangeline Road | | | | |
| 1 | Asphalt Dig Out Repair | ADD S.Y. | 36.30 | \$ 55.00 | \$ 1,996.50 |
| 2 | Additional Depth Dig Out | Deduct C.Y. | (2.00) | \$ 55.00 | (\$ 110.00) |
| 3 | Pipe Replacement Patch | Add S.Y. | 38.40 | \$ 41.50 | \$ 1,593.60 |
| 4 | Asphalt Paving – C mix | Deduct TON | (126.74) | \$ 41.55 | (\$ 5,266.04) |
| 5 | Edge Milling | Add L.F. | 2,850 | \$ 2.15 | \$ 6127.50 |
| 6 | Paving Fabric | Add S.Y.. | 7,155 | \$ 1.63 | \$ 11,662.65 |
| ***** | ADD Rangeline Road Total | | | | \$ 16,004.21 |

| Item # | Description | Qty. Change | Units | Price | Total |
|--------|--|-------------|---------|-----------|---------------------|
| ***** | Old Millers Road | | | | |
| 1 | Pipe Replacement Patch | Add S.Y. | 41 | \$ 46.00 | \$ 1,886.00 |
| 2 | Asphalt Dig Out Repair | Deduct S.Y. | (55) | \$ 55.00 | (\$ 3,025.00) |
| 3 | Additional Depth Dig Out | Deduct C.Y. | (2.00) | \$ 55.00 | (\$ 110.00) |
| 4 | Asphalt Paving – C mix | Add TON | 163.35 | \$ 41.85 | \$ 6,836.19 |
| ***** | ADD Old Millers Road Total | | | | \$ 5,587.19 |
| ***** | Old Millers Road – Alt. # 1 | | | | |
| 1 | Asphalt Paving – C mix | Add TON | 44.78 | \$ 41.85 | \$ 1,874.04 |
| 2 | Paving Fabric | Add S.Y. | 4,040 | \$ 2.50 | \$ 10,100.00 |
| ***** | ADD Old Millers Road – Alt. # 1 Total | | | | \$ 11,974.04 |
| ***** | Oakland Gravel / Alfalfa | | | | |
| 1 | 24" RCP | ADD L.F. | 37.5 | \$ 64.00 | \$ 2,400.00 |
| 2 | 24" RCP FES | Add E.A. | 1 | \$ 550.00 | \$ 550.00 |
| 3 | 24" x 38" RCP | Deduct L.F. | (7.50) | \$ 146.00 | (\$ 1,095.00) |
| 4 | 24" x 38" RCP FES | Deduct E.A. | (1) | \$ 910.00 | (\$ 910.00) |
| 5 | Ditching | ADD L.F. | 830 | \$ 8.15 | \$ 6,764.50 |
| 6 | Pipe Replacement Patch | Add S.Y. | 12.90 | \$ 38.70 | \$ 499.23 |
| 7 | Asphalt Dig Out Repair | ADD S.Y. | 227.60 | \$ 55.00 | \$ 12,518.00 |
| 8 | Additional Depth Dig Out | Deduct C.Y. | (2.00) | \$ 55.00 | (\$ 110.00) |
| 9 | Asphalt Wedge – C mix | Add TON | 23.11 | \$ 41.00 | \$ 947.51 |
| 10 | Asphalt Paving – C mix | Add TON | 137.14 | \$ 41.00 | \$ 5,622.74 |
| 11 | Asphalt Paving – Bit. Base | Deduct TON | (27.72) | \$ 38.00 | (\$ 1,053.36) |
| 12 | 1" Surface Rock - Driveway | Deduct TON | (30.00) | \$ 30.00 | (\$ 900.00) |
| ***** | ADD Oakland Gravel / Alfalfa Road Total | | | | \$ 25,233.62 |

| Item # | Description | Qty. Change | Units | Price | Total |
|--|---------------------------------|-----------------------|--------|----------|---------------------|
| ***** | Wagon Trail Road | | | | |
| 1 | 12" CMP | Deduct L.F. | (24) | \$ 49.50 | (\$ 1,188.00) |
| 2 | 15" CMP | ADD L.F. | 36 | \$ 45.00 | \$ 1,620.00 |
| 3 | 18" CMP | ADD L.F. | 24 | \$ 51.55 | \$ 1,237.20 |
| 4 | Ditching | Deduct L.F. | (285) | \$ 8.25 | (\$ 2,351.25) |
| 5 | Additional Depth Dig Out | Deduct C.Y. | (2.00) | \$ 55.00 | (\$ 110.00) |
| 6 | Asphalt Wedge – C mix | Add TON | 3.72 | \$ 41.00 | \$ 152.52 |
| 7 | Asphalt Paving – C mix | Add TON | 54.88 | \$ 40.00 | \$ 2,195.20 |
| 8 | Asphalt Paving – Bit. Base | Deduct TON | (15) | \$ 39.00 | (\$ 585.00) |
| 9 | Type 1 Rock Blanket | Deduct C.Y. | (48) | \$ 80.00 | (\$ 3,840.00) |
| 10 | Type 2 Ditch Liner | Add C.Y. | 32 | \$ 80.00 | \$ 2,560.00 |
| ***** | Deduct Wagon Trail Total | | | | (\$ 309.33) |
| TOTAL COST FOR CHANGE ORDER # 1 ADD | | | | | \$ 63,122.29 |

Please Note: The Purchase Order for this project is \$.50 short. Contract should have been in the amount of \$599,997.28, however P.O. was cut for \$599,996.78.

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

Change Order No.: One (1)
P.O. # 2005-194

Job No.: 20-24MAR05

Date: 12-20-05

Project Location: 2005 Asphalt Overlay & Roadway Drainage Improvments

Contractor: APAC – Missouri, Inc. Missouri Division

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

Description of Changes: **See Attached Exhibit A – 3 Pages**

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

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

Contract Amount: Add to the Contract Amount a total of

Sixty-Three Thousand One Hundred Twenty-two Dollars & 29100 (\$ 63,122.29)

| | | |
|--|--|--|
| CONTRACTOR - APAC – Missouri, Inc. - Missouri Division | | CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract. |
| SIGNATURE <u> <i>Charles H. J.</i> </u> | DATE <u> 12-29-05 </u> | |
| Recommended by: Project Manager | Approved by Director <u> <i>DWM</i> </u> | |
| SIGNATURE <u> <i>J.P. Walker</i> </u> | DATE <u> 12-20-05 </u> | |
| Accepted by: Boone County | | Date <u> 12/21/05 </u> Auditor <u> <i>Janice S. Hitchcock</i> </u> by <u> <i>egj</i> </u> |
| SIGNATURE <u> <i>[Signature]</i> </u> | DATE <u> 27 DEC 2005 </u> | |

STATEMENT OF CONTRACT AMOUNT:

| | |
|--|----------------------|
| ORIGINAL CONTRACT AMOUNT | \$ 599,997.28 |
| PREVIOUS ADDITIONS | \$ 0.00 |
| TOTAL | \$ 599,997.28 |
| PREVIOUS DEDUCTIONS | \$ 0.00 |
| NET PRIOR TO THIS CHANGE | \$ 0.00 |
| AMOUNT OF THIS CHANGE <u> X </u> ADD | \$ 63,122.29 |
| ** ADD TO PURCHASE ORDER TO EQUAL CONTRACT AMOUNT | \$ 0.50 |
| <u>This is not included in the change order for contractor – See Page 4</u> | |
| CONTRACT AMOUNT TO DATE | \$ 663,119.57 |

APPENDIX A

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|---------------|-------------------------------------|-----------------------|--------------|--------------|---------------------|
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| 2 | Asphalt Dig Out Repair | Deduct S.Y. | (55) | \$ 55.00 | (\$ 3,025.00) |
| 3 | Additional Depth Dig Out | Deduct C.Y. | (2.00) | \$ 55.00 | (\$ 110.00) |
| 4 | Asphalt Paving – C mix | Add TON | 163.35 | \$ 41.85 | \$ 6,836.19 |
| ***** | ADD Old Millers Road Total | | | | \$ 5,587.19 |
| ***** | Old Millers Road – Alt. # 1 | | | | |
| 1 | Asphalt Paving – C mix | Add TON | 44.78 | \$ 41.85 | \$ 1,874.04 |
| 2 | Paving Fabric | Add S.Y. | 4,040 | \$ 2.50 | \$ 10,100.00 |
| ***** | ADD Old Millers Road – Alt. # 1 Total | | | | \$ 11,974.04 |
| ***** | Oakland Gravel / Alfalfa | | | | |
| 1 | 24" RCP | ADD L.F. | 37.5 | \$ 64.00 | \$ 2,400.00 |
| 2 | 24" RCP FES | Add E.A. | 1 | \$ 550.00 | \$ 550.00 |
| 3 | 24" x 38" RCP | Deduct L.F. | (7.50) | \$ 146.00 | (\$ 1,095.00) |
| 4 | 24" x 38" RCP FES | Deduct E.A. | (1) | \$ 910.00 | (\$ 910.00) |
| 5 | Ditching | ADD L.F. | 830 | \$ 8.15 | \$ 6,764.50 |
| 6 | Pipe Replacement Patch | Add S.Y. | 12.90 | \$ 38.70 | \$ 499.23 |
| 7 | Asphalt Dig Out Repair | ADD S.Y. | 227.60 | \$ 55.00 | \$ 12,518.00 |
| 8 | Additional Depth Dig Out | Deduct C.Y. | (2.00) | \$ 55.00 | (\$ 110.00) |
| 9 | Asphalt Wedge – C mix | Add TON | 23.11 | \$ 41.00 | \$ 947.51 |
| 10 | Asphalt Paving – C mix | Add TON | 137.14 | \$ 41.00 | \$ 5,622.74 |
| 11 | Asphalt Paving – Bit. Base | Deduct TON | (27.72) | \$ 38.00 | (\$ 1,053.36) |
| 12 | 1" Surface Rock - Driveway | Deduct TON | (30.00) | \$ 30.00 | (\$ 900.00) |
| ***** | ADD Oakland Gravel / Alfalfa Road Total | | | | \$ 25,233.62 |

S:\D&C\PROJECTS\2005 and Earlier\PAVING - OVERLAY 2005\Change Order # 1 12-8-05.DOC

| Item # | Description | Qty. Change | Units | Price | Total |
|---|---------------------------------|-----------------------|--------|----------|---------------------|
| ***** | Wagon Trail Road | | | | |
| 1 | 12" CMP | Deduct L.F. | (24) | \$ 49.50 | (\$ 1,188.00) |
| 2 | 15" CMP | ADD L.F. | 36 | \$ 45.00 | \$ 1,620.00 |
| 3 | 18" CMP | ADD L.F. | 24 | \$ 51.55 | \$ 1,237.20 |
| 4 | Ditching | Deduct L.F. | (285) | \$ 8.25 | (\$ 2,351.25) |
| 5 | Additional Depth Dig Out | Deduct C.Y. | (2.00) | \$ 55.00 | (\$ 110.00) |
| 6 | Asphalt Wedge – C mix | Add TON | 3.72 | \$ 41.00 | \$ 152.52 |
| 7 | Asphalt Paving – C mix | Add TON | 54.88 | \$ 40.00 | \$ 2,195.20 |
| 8 | Asphalt Paving – Bit. Base | Deduct TON | (15) | \$ 39.00 | (\$ 585.00) |
| 9 | Type 1 Rock Blanket | Deduct C.Y. | (48) | \$ 80.00 | (\$ 3,840.00) |
| 10 | Type 2 Ditch Liner | Add C.Y. | 32 | \$ 80.00 | \$ 2,560.00 |
| ***** | Deduct Wagon Trail Total | | | | (\$ 309.33) |
| TOTAL COST FOR CHANGE ORDER # 1 <u>ADD</u> | | | | | \$ 63,122.29 |

Please Note: The Purchase Order for this project is \$.50 short. Contract should have been in the amount of \$599,997.28, however P.O. was cut for \$599,996.78.

