

# CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the 10th day of May 20 01

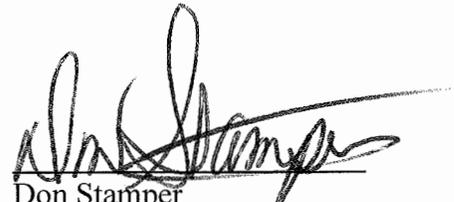
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 16-18APR01 as follows:

<b>FOR</b>	<b>TO</b>
Public Works Furniture	Inside the Lines

Said bid is awarded per the attached recommendation of the Purchasing Department. It is further order that the Presiding Commissioner be hereby authorized to sign the agreements.

Done this 10th day of May, 2001.

  
 Don Stamper  
 Presiding Commissioner

ATTEST:

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

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

5/2/01

DATE

8617

VENDOR NO.

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

*Purchasing*

219-2001

Bid Documentation  
(Check One)

Vendor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Bill To Dept. No. 2045 - Public Works  
2040 - Public Works  
2045 - Public Works  
 Ship To Dept. No. \_\_\_\_\_

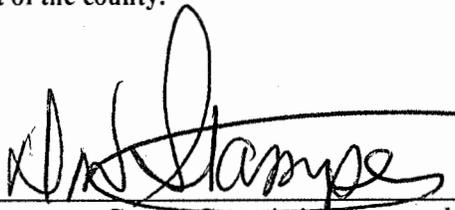
Sole Source: \_\_\_\_\_  
 Oral Bids (attached): \_\_\_\_\_  
 Written Bids (attached): \_\_\_\_\_  
 Bid or Co. Order Number: 16-18APR01  
 Not Required: \_\_\_\_\_

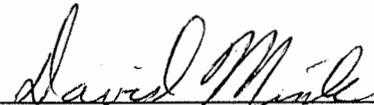
Department	Account	Item Description (or managerial code)	Qty	Unit Price	Amount
2 0 4 5	9 2 1 0 0	Furniture	1 lot		\$30,000.00
2 0 4 0	9 2 1 0 0	Furniture	1 lot		\$1,838.25
		<b>TOTAL</b>			\$31,838.25
		<b>For the Furnishing, Delivery and Installation of furniture as detailed in bid #16-18APR01.</b>			

### CLERK'S OFFICE

- \*Do not remove backup from purchase requisition
- \*No Commissioner signature is needed for purchase requisition or backup
- \*Note the Commission Order # on the purchase req.
- \*Return the purchase requisition to Annie/Auditor's Office with the backup

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.

  
 \_\_\_\_\_  
 County Commissioner Approval

 5/2/01  
 \_\_\_\_\_  
 Requesting Official

  
 \_\_\_\_\_  
 Auditor Approval

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut-2nd Floor  
Columbia, MO 65201  
(573) 886-4391  
(573) 886-4402

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TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB  
Director of Purchasing

DATE: April 24, 2001

RE: **BID AWARD RECOMMENDATION - BID # 16-18APR01  
PUBLIC WORKS FURNITURE**

Attached is the bid tabulation for the six responses for the above referenced bid.

It was determined that the bid submitted by Missouri Vocational Enterprises was non-responsive. The low bid offered by Missouri Vocational Enterprises for \$28,342.52 was very difficult to evaluate. Page five, paragraph 3.1 of our bid stated "In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. All Responses must be submitted using the provided Response Sheet." Missouri Vocational Enterprises did not complete the Response page. They provided an attachment detailing their prices. This proved difficult to evaluate line item by line item between the different bidders to determine equivalency.

Further, there were two line items that Missouri Vocational Enterprises did not bid. Dennis Boeckman, Missouri Vocational Enterprises Representative stopped by the Purchasing office on April 23, 2001, and clarified that line item 4.7.3.1. is not a standard size in stock for their agency. They could special order this size for an additional price and an additional lead-time.

In addition, Missouri Vocational Enterprises is unable to supply line item 4.7.3.4. They do not carry this cabinet. Since this bid was for the furnishing, delivery **and installation** of furniture for Public Works, it is the County's preference that this bid is awarded on an all or none basis, rather than trying to coordinate multiple vendor installation dates.

For these reasons, I recommend award to Inside the Lines for having the best bid suited to meet the County's needs. They submitted the second low bid meeting minimum specifications.

Public Works budget for this furniture is \$33,100.00. Grand total of contract to Inside the Lines is \$31,838.25, \$1,261.76 below budget.

Award Amount: \$31,838.25

Average Bid: \$32,835.63

Savings: \$997.42

**PURCHASE AGREEMENT FOR  
PUBLIC WORKS FURNITURE**

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Inside the Lines, 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 Public Works Furniture, County of Boone Request for Bid for Public Works Furniture, bid number 16-18APR01 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Contractor's bid response dated April 18, 2001 executed by Karin Burgess on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish, deliver and install to the County, furniture for the Public Works Department for a total purchase price of \$31,838.25. All new Furniture and the Furnishing, Delivery and Installation of such, shall be provided in conformity with the bid specifications and as set forth in the Contractor's bid response.

3. **Delivery** - Contractor agrees to furnish, deliver and install Furniture within five to six weeks after receipt of Notice to Proceed.

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

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.

**Inside the Lines**

**BOONE COUNTY, MISSOURI**

By: \_\_\_\_\_

By: Boone County Commission

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

\_\_\_\_\_  
Don Stamper, 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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

2045-92100 - \$30,000.00

2040-92100 - \$1,838.25

*Jane C. Pitchford*  
\_\_\_\_\_  
Signature *by se*

*5/7/01*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Appropriation Account

**CERTIFIED COPY OF ORDER**

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the May Adjourned Term. 20 01

In the County Commission of said county, on the 10th day of May 20 01

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

Now on this day the County Commission of the County of Boone does hereby award bid 23-02MAY01 as follows:

FOR	TO
Lien Search Services	Guaranty Land Title Inc.

Said bid is awarded per the attached recommendation of the Purchasing Department. It is further order that the Presiding Commissioner be hereby authorized to sign the agreements.

Done this 10th day of May, 2001.

ATTEST:

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

Don Stamper  
Don Stamper  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner



# Boone County Purchasing

Marlene Ridgway  
Buyer



601 E. Walnut, 2nd Flr  
Columbia, MO 65201  
(573) 886-4392

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 23-02MAY01- Lien Search Services  
DATE: May 7, 2001

The department and I have reviewed the bids received and am recommending award to Guaranty Land Title Inc. as having the presented the lowest and best bid received. The department has presently identified 295 parcels that may require these services. Generally this number decreases considerably prior to services being provided. The present contract value is \$13,266.15 to be paid from organization 1150 account 84500.

The bid tabulation is attached for your review.

**Bid Tabulation**  
**23-02MAY01-Lien Search Services**

		Guaranty Land Title Insurance, Inc.
4.7.1.	Cost per Lien Search	\$44.97
	Copy of Missouri License	Yes
	Copy of Insurance Policy	Yes

No Bids  
CLTIC, Columbia, MO

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**PURCHASE AGREEMENT  
FOR  
LIEN SEARCH SERVICES**

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Guaranty Land Title Insurance, 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 Lien Search Services, County of Boone Request for Quotation for Lien Search Services, bid number 23-02MAY01 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form as well as the Contractor's bid response dated April 17, 2000 executed by Michael A. Holden on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the County of Boone Request for Quotation for Lien Search Services, bid number 23-02MAY01 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the un-executed Response Form shall prevail and control over the Contractor's bid response.

2. **Purchases/Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Lien Search Services specified in the bid documents and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

3. **Delivery** - Contractor agrees to deliver each completed Lien Search Document to the Boone County Collector on the next business day after each search has been completed. All information will be submitted in accordance with section 2.2.3. of the original bid documents. Total project completion must be on or before 5:00 p.m. June 20, 2001.

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

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.

**GUARANTY LAND TITLE  
INSURANCE, INC.**

**BOONE COUNTY, MISSOURI**

by \_\_\_\_\_

by: Boone County Commission

title \_\_\_\_\_

Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

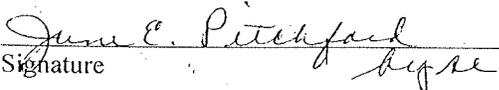
ATTEST:

  
\_\_\_\_\_  
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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

  
Signature

5/7/2001  
Date

1150-84500  
\$13266.15  
Appropriation Account

**CERTIFIED COPY OF ORDER**

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

County of Boone

} ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the

10th

day of May

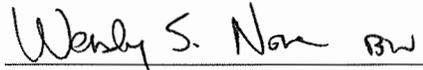
20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the revised design scope for the Benson Road project, as outlined in the attached documentation. It is further ordered that the Presiding Commissioner be hereby authorized to sign any necessary documentation.

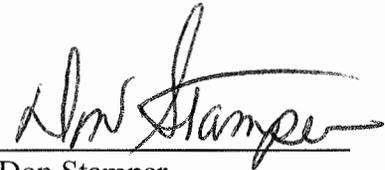
Done this 10th day of May, 2001.

ATTEST:



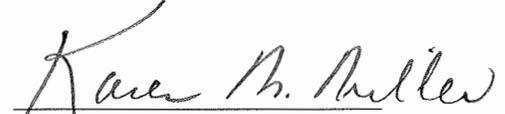
Wendy S. Noren

Clerk of the County Commission



Don Stamper

Presiding Commissioner



Karen M. Miller

District I Commissioner



Skip Elkin

District II Commissioner



Boone County Public Works  
**Memorandum**

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**Date:** April 16, 2001

**To:** Don Stamper, Presiding Commissioner  
Karen Miller, District I  
Skip Elkin, District II

**From:** John P. Watkins II

**Subject:** Benson Road – Request for Revised Scope Approval

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I respectfully request that the following design scope be approved.

- Cross-section – East of Tracks to Sturgeon City Limits – **See Exhibit A**
- Cross-section – West of Tracks to trucking entrance – **See Exhibit B**
- Cross-section – Trucking entrance to MoDot connection – **See Exhibit C**
- Roadway will be built up as much a 3' in places to allow for proper drainage.
- Railroad tracks – Roadway will be raised to allow better site distance and improved grade.
- New alignment will be utilized to remove S – curve.
- Drainage outside the R.O.W. will be corrected to allow proper water flow, Cross-section – Drainage Ditch outside R.O.W. – **See Exhibit D**
- Construction cost estimate = \$ 243,978.00
- **Cost savings from initial concept = \$ 664,914.50**

The initial concept was based on a Collector – Minor / 50 R.O.W., with emphasis on staying within 50 R.O.W. Preliminary plans were submitted and minor problems were brought to light. (Gas & water lines) Construction cost estimate = \$908,892.50.

Based on cost estimate and knowing the number of vehicles that utilize this road, I requested that we re-visit the design concept and come up with something that is a win / win situation. In January 2001, a change-order was approved to modify plans. **See Exhibit E – Vehicle Count**

Other costs related to project are estimated as follows: **Note**, these costs were not included with initial construction project estimates nor are they included with above construction cost estimate.

• R.O.W. Acquisition	\$ 14,800.00
• Appraisal Fee	\$ 6,500.00
• Permanent Fencing	\$ 31,200.00
• Temporary Fencing	<u>\$ 7,800.00</u>
• Total	\$ 60,300.00



Boone County Public Works  
**Memorandum**

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**Date:** May 10, 2001

**To:** Don Stamper, Presiding Commissioner  
Karen Miller, District I  
Skip Elkin, District II

**From:** John P. Watkins II *JPW-II*

**Subject:** Benson Road – Response to Commission Requests

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As per your request from the May 3, 2001, please find the following responses.

1. **Make contact with Mr. William Tincher concerning the S curve and how the project affects his property.** Answer: If we want him to be easy to work with, he would like to see his land zoned commercial as per e-mail sent to each of you on 5-4-01. (attached) After our phone conversation, I followed up with a letter dated 5-9-01. (attached)
2. **Contact City of Sturgeon with scope of project.** Answer: I met with Street Superintendent Dean Connolly and retired Mayor Jeff Stevens on 5-7-01. Both agreed with the scope. They felt that drainage was very important for the eastside of railroad track where we connect to city. They both feel that Fairgrounds Road has become necessary for an improvement due to the school.

**At this time I would like to request that scope be approved as previously requested with the addition of including a alternate bid for asphalt roadway instead of chip & seal roadway.**

Thanks

**From:** John Watkins  
**To:** David Mink; Don Stamper; Karen Miller; Skip Elkin  
**Date:** 5/4/01 8:35AM  
**Subject:** Benson Road

As per Commission request, I spoke with Mr. William Hugh Tincher this morning. I explained to him that the project was getting back on track and of the proposed changes in scope. He said that still sounds like more road than you need, but if we want him to be easy to work with, this is what he would need.

1. Zone his land commercial.

He would be glad to sit down and discuss this further if we wish.

Thanks

John P. Watkins II  
jwatkins@boonecountymo.org  
499-1670 Ext. 242

**CC:** Wendy Lister

**COPY**

# Boone County Public Works

John P. Watkins II  
Project Development Manager  
Design and Construction Division



5551 Highway 63 South  
Columbia MO 65201  
(573)-499-1670  
FAX (573)-875-1602  
jwatkins@boonecountymo.org

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May 9, 2001

W. Hugh Tincher  
300 E. Route F  
Clark, MO 65243-9802

Re: Benson Road Project

Dear Mr. Tincher:

As per our phone conversation on May 4, I have forwarded your request of rezoning to the Commission.

In order to pursue your request, you must contact the Boone County Planning & Zoning Department. A copy of the Boone County Planning & Building Inspection Rezoning Application is enclosed for your convenience. Mr. Stan Shawver is the Director should you have any questions concerning this application or process.

As far as the Benson Road R.O.W. issue, we feel that your property is pivotal in the design of this improvement. Therefore, once the Commission has approved the design, your property in question will be appraised and an offer will be made accordingly to you for such land. Mrs. Wendy Lister from this department will be contacting you and working with you through this process.

If you have any questions or concerns, please contact this office at 499-1670.

Sincerely,

**COPY**

John P. Watkins II  
Project Development Manager

Enclosure

cc. Commission  
Director  
R.O.W. Department  
Project File

# CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the 10th day of May 20 01

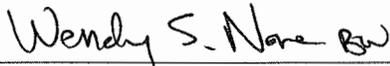
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Change Order #5, for the Bank Stabilization Project for Clay's Fork Road Bridge and Soft Pit Hill Road, in the amount of \$18,482.25. It is further ordered that the Presiding Commissioner be hereby authorized to sign the Change Order.

Done this 10th day of May, 2001.

  
Don Stamer  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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

Change Order No.: ~~Four (4)~~ <sup>Five (5)</sup>

Job No.: 9683  
56-15NOV00

Date: 5/2/01

Project Location: Bank Stabilization  
Contractor: C.L. Richardson Construction

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: Installation of 505 tons of Rip Rap, 6 CY of excavation, Seed and Mulching and Mobilization at Clay's Fork Road Bridge and Soft Pit Hill Road. Also, remove existing 30" CMP and install 48" of county supplied 36" CMP at Soft Pit Hill Road. Note: Excavation and rip-rap are estimated quantities and will be paid at the amount of units used at the bid unit cost for each.

**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 - \$18,482.25

CONTRACTOR - C.L. Richardson Construction  
SIGNATURE [Signature] DATE 5/2/01

Recommended by [Signature] Project Supervisor  
SIGNATURE [Signature] DATE 5/3/01

Accepted by [Signature] Boone County Commission  
SIGNATURE [Signature] DATE 5-10-01

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] Auditor  
Date 5/10/01  
2045-1100 \$18,482.25  
PO2001 124

**STATEMENT OF CONTRACT AMOUNT:**

ORIGINAL CONTRACT AMOUNT	\$ 95,928.22
PREVIOUS ADDITIONS	\$ 5,420.44
TOTAL	\$101,348.94
PREVIOUS DEDUCTIONS	\$ 0.00
NET PRIOR TO THIS CHANGE	\$101,348.94
AMOUNT OF THIS CHANGE <u> X </u> ADD <u> </u> DEDUCT	\$ 18,482.25
<b>CONTRACT AMOUNT TO DATE</b>	<b>\$119,831.19</b>

**C. L. RICHARDSON CONSTRUCTION CO., INC.**

15475 Hwy. #63 S.  
Ashland, MO 65010  
Office - (573)657-9557  
Fax - (573)657-1078

**BID PROPOSAL**

Job: Boone Co. Bank Stabilization  
Clays Fork Road/Soft Pit Hill Road  
To: David Nichols

Job # 92  
Date: April 16, 2001

Bid ID	Description	Bid Quantity	Unit	Unit Price	Total
1.00	Excavation	8.00	Cy	\$42.00	\$336.00
4.00	Supply & Install Rip Rap	505.00	Ton	\$21.25	\$10,731.25
12.00	Seed/Fertilize/Mulch	2.00	Ea	\$425.00	\$850.00
13.00	Mobilization	2.00	Ea	\$1,525.00	\$3,050.00
20.00	Remove existing CMP	1.00	Ea	\$1,600.00	\$1,600.00
21.00	Install County Provided 36" CMP	1.00	Ea	\$1,915.00	\$1,915.00

*Excavation & Rip Rap To Be Paid on Actual units Used.*

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions found on this agreement, for the sum of:

Eighteen Thousand Four Hundred Eighty Two & 25/100 dollars **\$18,482.25**

Payment to be made as follows: Net 30 Days

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Respectfully submitted,

**C. L. Richardson Construction Co.**

Date of Acceptance 5-10-01  
By [Signature]  
By \_\_\_\_\_

By [Signature]

NOTE: This proposal may be withdrawn by us if not accepted within 30 days



Original Contract Amount-No Contingency Identified	\$95,928.00
Assumed Contingency @ 10% of Original Contract	\$9,592.80
Ceiling Per Change Order @ 5% of Original Contract	\$4,796.40
Change Order #1 - Purchase Order #2000 397	(\$7,462.50)
Change Order #2 - Purchase Order #2001 124	\$2,540.00
Change Order #3 - Purchase Order #2001 124	\$7,962.50
Change Order #4 - Purchase Order #2001 124	\$2,380.44
Change Order #5-Current	\$18,482.25
Total Change Orders (Includes Current Change Order)	<u>\$23,902.69</u>

# CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the May Adjourned Term. 20 01

In the County Commission of said county, on the 10th day of May 20 01

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

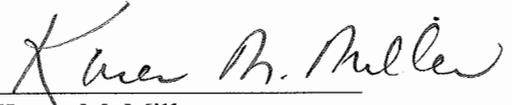
Now on this day the County Commission of the County of Boone does hereby approve the transfer of the Boone County Resource Mothers Program from the Mid-Missouri Coalition on Adolescent Concerns to Advent Enterprises, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreements.

Done this 10th day of May, 2001.

  
Don Stamper  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**AGREEMENT**

This agreement is entered into this 10<sup>th</sup> day of May, 2001, by Boone County, Missouri ("County"), Mid-Missouri Coalition on Adolescent Concerns ("Mid-Missouri Coalition"), a Missouri not-for-profit corporation and Advent Enterprises, Inc. ("Advent"), a Missouri not-for-profit corporation.

WHEREAS, Mid-Missouri Coalition and Advent wish to transfer the Boone County Resource Mothers program from Mid-Missouri Coalition to Advent; and

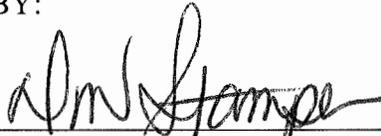
WHEREAS, County and Mid-Missouri Coalition have entered into two agreements pertaining to the Boone County Resource Mothers program; and

WHEREAS, the parties are in agreements that the interest of Mid-Missouri Coalition in these agreements should be transferred to Advent.

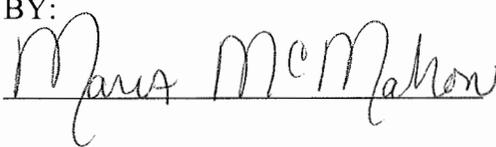
NOW THEREFORE, the parties agree as follows:

1. Mid-Missouri Coalition assigns to Advent all its interest in the agreement between the County and the Mid-Missouri Coalition dated March 8, 2001, a copy of which, marked "Exhibit 1" is attached to this agreement.
2. Advent assumes and covenants to perform all of Mid-Missouri Coalition's obligations under these agreements.
3. County consents to the assignment set forth above.

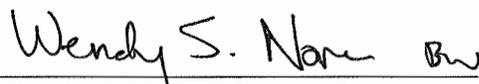
BOONE COUNTY, MISSOURI  
BY:

  
\_\_\_\_\_  
Don Stamper, Presiding Commissioner

MID-MISSOURI COALITION ON  
ADOLESCENT CONCERNS:

BY:  
  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk

ADVENT ENTERPRISES, INC.

BY:  
  
\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Attorney

## BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8 day of March, 2001, by and between the County of Boone, Missouri hereinafter called "County," and Mid-Missouri Coalition on Adolescent Concerns, Inc. hereinafter called "Agency,"

## WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:  
**Boone County Resource Mothers**

as stated in the proposal received by the Office of Community services for the current Boone County fiscal year, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri:

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

## I.

Agency agrees to furnish and County agrees to purchase the following service:  
**Mentoring services in which pregnant teens are paired with community volunteers who agree to serve as mentors and spend approximately three hours per week with them until the baby is at least one year old. This service targets pregnant and parenting teens who are more likely to live in poverty, have higher divorce rates, drop out of school, have children who are of low birth weight, have children with higher infant mortality rates, and be abusive to their children. The agency will provide 110 units (one hour of mentoring) at an estimated cost of \$14.84 per unit.**

## II.

Agency agrees that the services provided under this agreement shall be provided within Boone County, Missouri, funds shall be spent as agreed in the attached budget, marked "Attachment A" and incorporated herein by reference as fully as if set out verbatim. Any changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses.

Agency certifies that this expenditure is essential to be provision by Agency of the services as described in Paragraph I.

## III.

Agency agrees to an audit and review by the County or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

## IV.

Agency agrees to submit to the Office of Boone County Commission a monthly operating budget report within 30 days of the end of each month, four quarterly operating budget reports within 30 days of the end quarter, and an annual financial report for services contracted, to be submitted with the final quarterly report.

## V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of any applicable law, rule or regulation or in violation of this agreement.

## VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

EXHIBIT # 1

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

In consideration of services rendered by Resource Mothers Program agrees to pay the sum of One Thousand Six Hundred thirty-five Dollars for calendar year 2000.

IX.

This Agreement shall be for a term of twelve months commencing on January 1, 2001, and ending on December 31, 2001; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:  
By:

Margaret McMehee  
President, Board of Directors

Ann Atkins  
Secretary, Board of Directors

BOONE COUNTY, MISSOURI  
By:

John Stamps  
Commissioner

1420-8-6697 \$1,635.00

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 to the credit of such appropriation sufficient to pay therefore.

Jane Pitchford by RF 2/28/2001  
Auditor Date

ATTEST:

Wendy Lee  
County Clerk

APPROVED AS TO FORM:

John Patton  
John Patton, County Counsel



To: The Honorable Members of the Boone County Commission

From: Phil Steinhaus, Manager

Date: April 18, 2001

RE: Contract Amendment with the Mid-Missouri Coalition on Adolescent Concerns

RECEIVED  
APR 19 2001  
Boone County Commission

COMMISSION SUMMARY

On April 1, 2001 the Mid-Missouri Coalition on Adolescent Concerns, Inc. reached an agreement with Advent Enterprises, Inc. to transfer the Boone County Resource Mothers program to Advent Enterprises, Inc. The transfer of this program has been reviewed and approved by the Boone County Community Services Advisory Commission.

For FY2001, Boone County has a contract in the amount of \$1,635.00 with the Mid-Missouri Coalition on Adolescent Concerns to provide mentoring and support services to pregnant and parenting teens in Boone County through the Boone County Resource Mothers program.

One payment in the amount of \$367.87 has been made on this contract leaving a balance of \$1,267.13 in county funding to be transferred to Advent Enterprises, Inc.

The transfer of the Boone County Resource Mothers program to Advent Enterprises, Inc. will be of great benefit to the program, bringing the financial and technical support that this larger organization offers. In addition, the Resource Mothers program fits nicely into Advent's current mentoring program emphasis at the Job Center site with the Mid-Missouri Mentoring Partnership and the Working Partners programs. Adding the Resource Mothers program allows Advent to offer another mentoring service specifically tailored to meet the need of pregnant and parenting teens.

SUGGESTED COMMISSION ACTION

It is suggested that the Boone County Commission authorize a contract amendment with the Mid-Missouri Coalition on Adolescent Concerns, Inc. and Advent Enterprises, Inc. in order to transfer the current county contract with the Mid-Missouri Coalition on Adolescent Concerns, Inc. over to Advent Enterprises, Inc.



## AGREEMENT

This agreement is entered into this 10<sup>th</sup> day of May, 2001, by Boone County, Missouri ("County"), Mid-Missouri Coalition on Adolescent Concerns ("Mid-Missouri Coalition"), a Missouri not-for-profit corporation and Advent Enterprises, Inc. ("Advent"), a Missouri not-for-profit corporation.

WHEREAS, Mid-Missouri Coalition and Advent wish to transfer the Boone County Resource Mothers program from Mid-Missouri Coalition to Advent; and

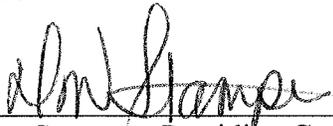
WHEREAS, County and Mid-Missouri Coalition have entered into two agreements pertaining to the Boone County Resource Mothers program; and

WHEREAS, the parties are in agreements that the interest of Mid-Missouri Coalition in these agreements should be transferred to Advent.

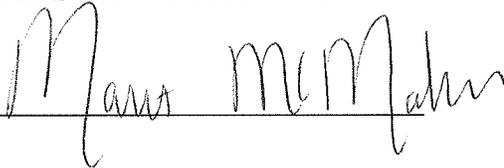
NOW THEREFORE, the parties agree as follows:

1. Mid-Missouri Coalition assigns to Advent all its interest in the agreement between the County and the Mid-Missouri Coalition dated March 8, 2001, a copy of which, marked "Exhibit 1" is attached to this agreement.
2. Advent assumes and covenants to perform all of Mid-Missouri Coalition's obligations under these agreements.
3. County consents to the assignment set forth above.

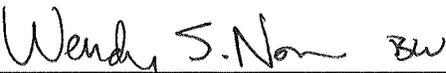
BOONE COUNTY, MISSOURI  
BY:

  
\_\_\_\_\_  
Don Stamper, Presiding Commissioner

MID-MISSOURI COALITION ON  
ADOLESCENT CONCERNS:  
BY:

  
\_\_\_\_\_

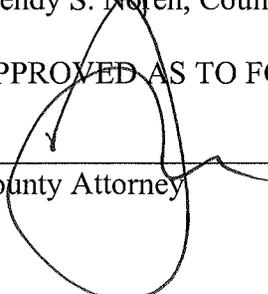
ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk

ADVENT ENTERPRISES, INC.  
BY:

  
\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Attorney

**CERTIFIED COPY OF ORDER**

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the 10th day of May 20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the Master License Agreement #2001MLA2451 between Boone County and Environmental Systems Research Institute, Inc. (ESRI). It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreements.

Done this 10th day of May, 2001.



Don Stamper  
Presiding Commissioner

ATTEST:

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



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



Environmental Systems Research Institute, Inc., 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**MASTER LICENSE AGREEMENT**

This Master License Agreement ("Agreement") is between the licensee printed below ("Licensee") and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement includes (i) this signature page, (ii) the General License Terms and Conditions version, and (iii) the Exhibit 1 version listed below. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions.

Licensee may only use the type and number of copies of the Software, Data, and Documentation for which the appropriate license fees have been paid to ESRI and in accordance with Exhibit 1 and the licensed configuration on file with ESRI Customer Service.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

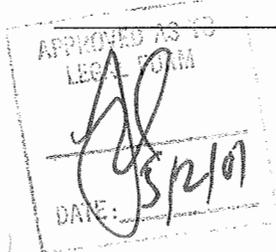
BOONE COUNTY  
(Licensee)  
By: [Signature]  
Authorized Signature  
Printed Name: Don Stamper  
Title: Presiding Commissioner  
Date: 5-18-01

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(ESRI)  
By: [Signature]  
Authorized Signature  
Printed Name: Jacquelyn Ricks  
Title: Contracts Administrator  
Date: MAY 18 2001

**Licensee Contact Information**

Contact: Ross Short  
Address: 801 East Walnut Suite 221  
  
City, State, ZIP: Columbia, MO 65201-4890

Telephone: 573-886-4315  
Fax: 573-886-4322  
E-mail:   
ESRI Contract Number: 2001MLA2451  
General License Terms and Conditions Version E200 9/00B  
ESRI Exhibit 1 Version E300 1/01  
wj





## GENERAL LICENSE TERMS AND CONDITIONS (E200 9/00B)

### ARTICLE 1—DEFINITIONS

**Definitions**—As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

- (a) "Software" means the actual copy of all or any portion of ESRI's proprietary geographic information system (GIS) software technology, computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.
- (b) "Data" means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in ESRI® GIS software compatible format(s) supplied under this Agreement.
- (c) "Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this Agreement.
- (d) "License Manager" means the nondestructive license management software program, comprised of a confidential software keycode or hardware key, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.

### ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

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### ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License**—In consideration of the mutual promises and covenants provided herein and for other good and valuable consideration, and conditioned upon compliance with all of the terms and conditions set forth in the Agreement including, but not limited to, Article 4, ESRI grants to Licensee a personal, nonexclusive, nontransferable license to

- (a) Use the Software, Data, and Documentation as a single package for Licensee's own internal use only; and
- (b) Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

**3.2 Beta License**—In the event ESRI accepts Licensee into a current Beta Testing program, Licensee may be provided copies of alpha, beta, and/or prerelease (hereinafter collectively referred to as "Beta") Software for the limited purpose of testing the Beta Software in accordance with the Beta testing policies then in effect. Beta Software and Documentation delivered are confidential and proprietary to ESRI and contain trade secrets, inclusive of unpublished specifications. In consideration of the rights granted herein, Licensee agrees to retain all Beta Software and Documentation provided to Licensee in confidence. Licensee shall maintain all results of testing in confidence and agrees not to disclose to any third party details pertaining to the Beta Software, Documentation, test results, or errors encountered. ESRI reserves the right to determine which Beta Software and Documentation, subsequent interim beta release(s), or patch(es) will be made available to

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**3.3 Evaluation License**—ESRI may from time to time extend a limited term evaluation license(s) under the terms of this Agreement, for the duration authorized in any supporting documentation supplied by ESRI. Any evaluation license subsequently converted to a full use license is also subject to the terms of this Agreement.

**3.4 Consultant Access**—Licensee may provide access to the Software, Data, or Documentation to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Software, Data, or Documentation exclusively for the benefit of Licensee, and so long as the consultant or contractor agrees to be bound by the terms and conditions of this Agreement.

## ARTICLE 4—SCOPE OF USE

### 4.1 Permitted Uses

- Licensee may (i) install and store copies onto electronic storage device(s) and (ii) only use the Software, Data, and Documentation as described in Exhibit 1 set forth herein and in accordance with the licensed configuration on file with ESRI Customer Service or ESRI authorized distributors.
- Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes during the term of this Agreement. Additionally, Licensee may make routine computer backups of the Software, Data, and Documentation. Licensee may establish a redundant server for failover operations in the event the primary site fails.
- Licensee may customize the Software using any (i) macro or scripting language, (ii) open application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- Licensee may use the Data only as described in the Distribution Rights section of the help or metadata files delivered with the Software, Data, and Documentation.
- Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. The portion(s) of the Documentation supplied in digital format merged with other software and printed or digital documentation shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of ESRI and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of ESRI and its licensor(s) and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* Environmental Systems Research Institute, Inc., and its licensor(s). All rights reserved."

### 4.2 Uses Not Permitted

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- Licensee shall not redistribute the Software, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI as set forth in an appropriate redistribution license agreement.
- Licensee shall not reverse engineer, decompile, or disassemble the Software, Data, or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction in order to protect ESRI and its licensor(s) trade secrets and proprietary information contained in the Software, Data, or Documentation.
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- Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, or Documentation.

## **ARTICLE 5—MAINTENANCE**

Maintenance consists of Software, Data, or Documentation updates and access to technical support and other benefits specified in the most current applicable ESRI Support Services Policy.

## **ARTICLE 6—TERM AND TERMINATION**

The license granted to Licensee by this Agreement shall commence upon the acceptance of this Agreement and shall continue until such time that (i) Licensee elects in writing to discontinue use of the Software, Data, or Documentation and terminates this Agreement or (ii) ESRI terminates this Agreement upon written notice to Licensee for Licensee's material breach. Upon termination of this Agreement, Licensee shall uninstall, remove, and destroy all Software, Data, and Documentation, and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such destruction to ESRI, which evidence shall be in a form acceptable to ESRI in its sole discretion.

## **ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS**

**7.1 Limited Warranties**—For a period of ninety (90) days from the later of the date of keycode issuance or date of delivery of the Software, Data, or Documentation to Licensee, ESRI represents and warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

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**7.4 Exclusive Remedy**—Licensee's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth in this Article 7 shall be limited, at ESRI's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy; or (iii) return of the license fees paid by Licensee for the Software, Data, or Documentation that does not meet ESRI's Limited Warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers to ESRI a Certification of Destruction in a form acceptable to ESRI.

## **ARTICLE 8—LIMITATION OF LIABILITY**

**8.1 Disclaimer of Certain Types of Liability**—IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, DATA, OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR

ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**8.2 General Limitation of Liability**—IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR SOFTWARE, DATA, OR DOCUMENTATION PURSUANT TO THIS AGREEMENT.

**8.3 Applicability of Disclaimers and Limitations**—Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Software, Data, or Documentation or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

## ARTICLE 9—INFRINGEMENT INDEMNITY

**9.1** ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software, Data, or Documentation infringes a U.S. patent, copyright, or trademark provided

- (a) Licensee promptly notifies ESRI in writing of the claim thereof;
- (b) ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- (c) Licensee cooperates fully in the defense of the claim.

**9.2** If ESRI believes that the Software, Data, or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software, Data, or Documentation is enjoined, ESRI, at its own expense, may either (i) obtain the right for Licensee to continue using the Software, Data, or Documentation or (ii) modify the Software, Data, or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to ESRI and ESRI's sole liability shall be to refund license fees paid by Licensee prorated over a five (5) year period.

**9.3** ESRI shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by ESRI; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than ESRI, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee to use the updated or modified Software, Data, or Documentation provided by ESRI for avoiding infringement.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## ARTICLE 10—GENERAL PROVISIONS

**10.1 Future Orders**—All Software, Data, Documentation, or maintenance orders placed within one (1) year of this Agreement's execution date shall be licensed under the terms of this Agreement. Orders placed and Software, Data, and Documentation updates or upgrades provided after that time shall be governed by the then-current General License Terms and Conditions and Exhibit I, the terms of which will be indicated on ESRI's Web site or enclosed in the deliverable's packaging, depending on the method of delivery.

**10.2 Export Control Regulations**—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, or provide the Software, Data, or Documentation, in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person

or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation. Licensee shall not export the Software, Data, and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. Licensee represents and warrants that it is not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

**10.3 Commercial Terms and Conditions**—This Agreement contains ESRI's commercial terms and conditions. Licensee's rights in the Software, Data, and Documentation are strictly limited to the uses granted by this Agreement. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Software, Data, or Documentation, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable.

**10.4 Taxes and Fees, Shipping Charges**—License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

**10.5 No Implied Waivers**—The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**10.6 Severability**—The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**10.7 Counterparts**—This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

**10.8 Successor and Assigns**—Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

**10.9 Survival of Terms**—The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

**10.10 Equitable Relief**—Licensee agrees that any breach of this Agreement by Licensee will cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

#### **10.11 Governing Law, Arbitration**

- A. *Licensees in the United States of America, Its Possessions, and Territories*—This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Except as provided in Article 10.10 above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601–613), in lieu of the Arbitration provisions of this clause.
- B. *All Other Licensees*—All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at a mutually agreed location. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.



**EXHIBIT 1  
SCOPE OF USE  
(E300 1/01)**

Environmental Systems Research Institute, Inc., 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ESRI® Software and Data	End Users/Developers				Developers		
	Single Use License <sup>1</sup>	Concurrent Use License <sup>2</sup>	Server License <sup>3</sup>	Organization License <sup>4</sup>	Deployment Fees		Redistribution of Components or DLLs
					Standard	Internet	
ArcView®	✓	✓					
ArcInfo™		✓ <sup>5</sup>					
ArcEditor™		✓					
Extensions <sup>6</sup>	✓	✓					
ArcSDE™ Server <sup>7</sup>			✓				
ArcSDE Connections <sup>7</sup>		✓					
SDE® Server <sup>7</sup>			✓				
SDE Connections <sup>7</sup>		✓					
ArcIMS® <sup>7</sup>			✓			✓	
RouteMAP™ IMS <sup>7</sup>			✓			✓	
ArcView GIS	✓						
ArcView IMS			✓				
ArcView Internet						✓	
ArcView Business Analyst	✓						
ArcLogistics™ Route <sup>8</sup>	✓						
PC ARC/INFO®	✓						
ArcCAD®	✓						
Atlas GIS™	✓						
Maplex	✓						
MOLE™	✓						
MOLE SDK	✓				✓		
Data Automation Kit	✓						
BusinessMAP®	✓						
ArcPad™ <sup>9</sup>	✓ <sup>10</sup>						
MapObjects® <sup>11</sup>	✓				✓		✓ <sup>12</sup>
MapObjects LT	✓						✓ <sup>12,13</sup>
MapObjects IMS			✓				
MapObjects Internet						✓	
ArcExplorer™	✓						
NetEngine™	✓				✓		✓ <sup>12</sup>
NetEngine Internet			✓			✓ <sup>14</sup>	
Production Line Tool Set (PLTS)	✓						
Sequence Engine <sup>15</sup>				✓			
StreetEditor™ Objects				✓			
Data Sets <sup>16</sup>	✓						

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- 7 Licensee may use the Software for Internet access provided that the source and object code are not accessible to users of the application, and that Licensee does not generate revenue directly by charging for access to the site or service by selling data, pay-per-view, or subscription fee, or similar means by utilization of the Software.
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  - (b) Editing Geographic Data Technology (GDT) Data included within ArcLogistics Route; and
  - (c) Adding Data (owned by Licensee or others) to ArcLogistics Route Software.

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The amount of Data used by Licensee is limited by Data credits purchased. Additional license fees are required if ArcLogistics Route with Data is to be accessed by more than one (1) ArcLogistics Route license.

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- 11 Developers shall not deploy or allow to be deployed the MO20.LIC or WEBLINK.LIC files or related updates. Developers must attribute as follows: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–1999 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
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  - (b) Sublicensee may not use any ESRI Software, Data, or Documentation, in whole or in part, separate from Licensee's executable application.
- 13 Developers shall not deploy or allow to be deployed the MOLT20.LIC file or related updates. Redistribution of MapObjects LT components is on a royalty-free basis. Developers must attribute as follows: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–1999 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
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- B. Except for the Server License grant above, ESRI does not permit a Licensee to make the ESRI Software, Data, or Documentation available to third parties for remote geoprocessing or on a global server for access by foreign affiliates or other third parties.

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# CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the 10th day of May 20 01

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 Spencer Hills Plat 2, and authorizes the Presiding Commissioner to sign the documents.

Done this 10th day of May, 2001.

ATTEST:

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

Don Stammer  
Don Stammer  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the May Adjourned Term. 20 01

In the County Commission of said county, on the 10th day of May 20 01

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

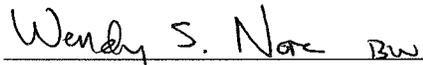
Now on this day the County Commission of the County of Boone does hereby decline to commit to the Amendment to General Conditions, submitted by Invensys Building Systems, and resolves to stand-by the original contract.

Done this 10th day of May, 2001.

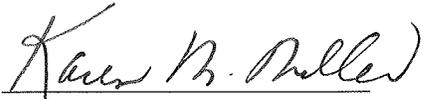


Don Stamper  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Katen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

Boone County  
Boone County Courthouse  
Contract #: 47-2001  
IBS Job No. 977-02001-67

**AMENDMENT TO  
GENERAL CONDITIONS**

**Article 9:** Add "Notwithstanding anything to the contrary herein, in the event Contractor defaults, Contractor shall be given the opportunity to cure or diligently commence to cure such default within ten (10) days of written notice by Owner before Owner exercises the remedies provided for herein."

**Article 12:** Add "Notwithstanding any provision to the contrary, the Contractor shall be entitled to equitable adjustment in the contract amount for demonstrated additional costs due to unanticipated project delays or accelerations. The Contractor shall give the Owner written notice of all such claims within a reasonable time after becoming aware of the event or condition giving rise to the claim unless the claim results from an order of the Owner."

**Article 14, Contractors Insurance, line 4:** Delete "companies satisfactory to the County" and replace with "shall be written with reputable and financially responsible insurance companies authorized to do business in the state in which the work is to be performed with a Best's Key Rating Guide rating of at least A and a financial rating not lower than VII."

**Article 14, Proof of Carriage of Insurance, line 2:** After "additional insured" insert "under the General Liability policy"

**Article 14, Proof of Carriage of Insurance:** Add "Owner being named as an additional insured under any of Contractor's policies shall only be for liability arising out of the operations performed by Contractor on behalf of Owner."

**Article 15, line 2:** Before "Contractor shall indemnify" insert "and to the extent of its fault or negligence,"

Agreed and accepted:

BOONE COUNTY, MISSOURI

INVENSYS BUILDING SYSTEMS INC.

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By *Susann Getts*  
Print Name Susann Getts  
Title Contract Administrator  
Date 4-16-01

RECEIVED

APR 24 2001

Boone County Commission



Building Systems

*To OK  
what next*

April 20, 2001

Boone County Commission  
801 E. Walnut  
Columbia, MO 65201

SUBJECT: Boone County Courthouse  
977 002001 67

GENTLEMEN:

Enclosed please find Subcontract Agreement, in the amount of \$75,000.00, for the above subject job, please sign and return one original to the St. Louis Branch Office. Please initial/sign the amendment.

Insurance certificate is attached.

Sincerely,

INVENSYS BUILDING SYSTEMS

A handwritten signature in cursive script that reads "Michael Wade".

Michael Wade  
Branch Manager