

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

1st

day of

September 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with Howe Company LLC for preliminary engineering services for New Haven Road Bridge and Dripping Springs Road Bridge.

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

Done this 1st day of September, 2016.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 17th day of _____, 2016, 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 herein.

Consultant Name: Howe Company LLC, 1119 Missouri St, Suite A, Macon , MO 63552

Project/Work Description: Preliminary Engineering for New Haven Road Bridge #BR3430024 & Dripping Springs Road Bridge #BR0420020

Proposal Description: Howe Company LLC will receive DEM and other data from Boone County to use in creating preliminary hydraulic data, analyze horizontal analysis, perform preliminary engineering services, issue preliminary engineering reports and other services as outlined in Attachment A of this agreement. This agreement will be billed as a percentage of completion project.

Modifications to Proposal: Fees and expenses shall not exceed a Lump Sum amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) 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 Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services 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 or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

HOWE COMPANY LLC

BOONE COUNTY, MISSOURI

By *Shannon Howe*
Title *Manager of LLC*
Dated: *8/19/2016*

By *David K. Atwell*
Presiding Commissioner
Dated: *9-1/16*

APPROVED AS TO FORM:

ATTEST:

J. Blew
County Attorney

Wendy S. Noren
County Clerk

APPROVED:

Certification:

Shannon Howe
Resource Management Director

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

Jane E. Pitchford *8/26/16* *2041-71102*
Auditor by *ag* Date

ATTACHMENT A

Site 1- Bridge 0420020 on Dripping Springs Road:

Site 2- Bridge 3430024 on New Haven Road:

Project Description

The following project description was used to develop the scope of work and fee for the project.

- The existing structures at site 1 and site 2 are bridges.
- A desktop study of each site is requested to provide preliminary recommendations that will assist the County with planning efforts and initial discussions with landowners.
- Boone County Resource Management will provide map base contours at 1 foot intervals and grants permission to use that information for this project only.
- Boone County Resource Management will provide electronic files that show estimated land ownership lines.

Scope of Services

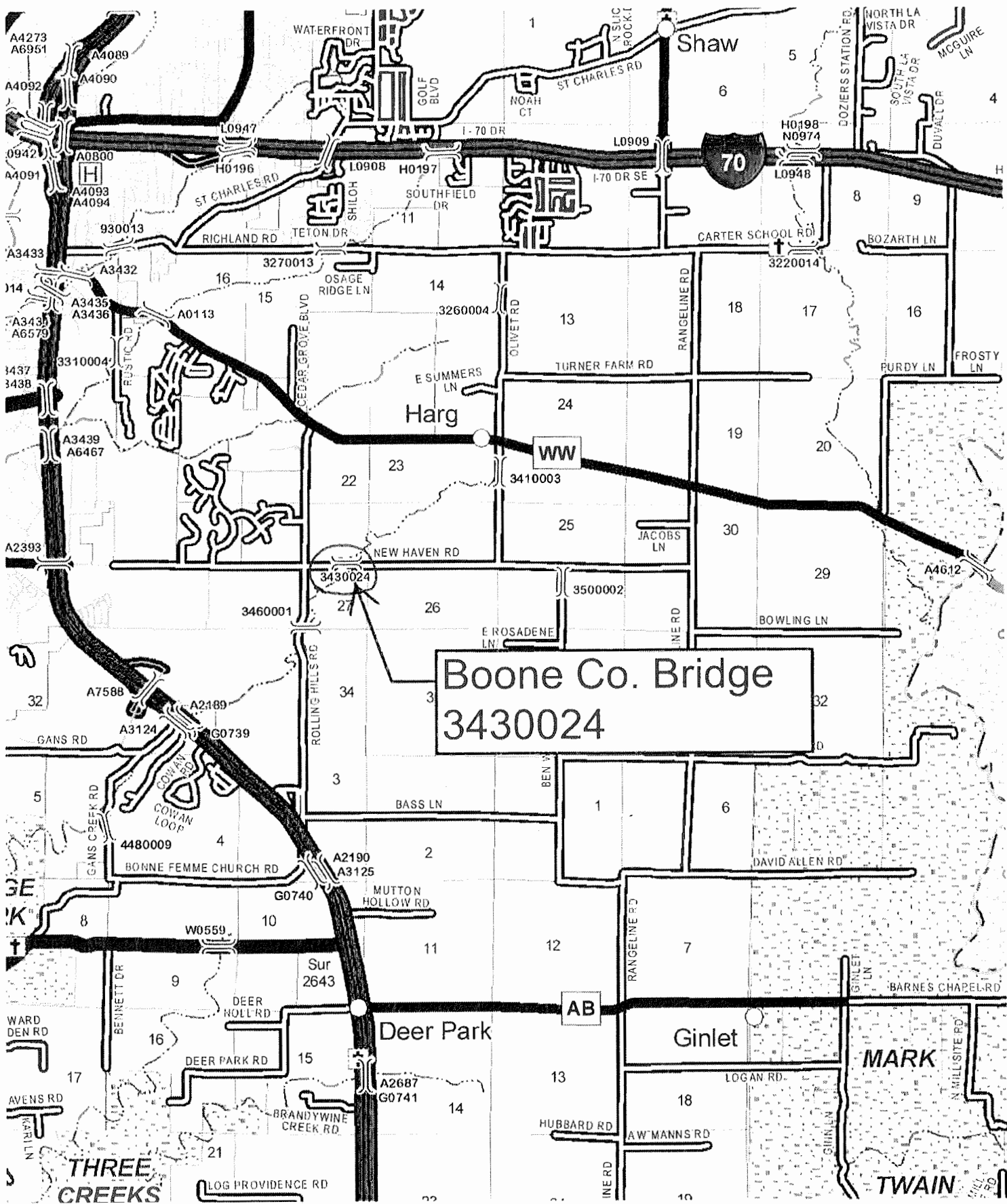
For site 1 and site 2 shown on the attached location maps, Howe Company, LLC will:

- Receive electronic surface contours, parcel boundary imagery, and aerial image files (DEM) from Boone County.
- Perform a site visit to observe existing features, marked utilities, and check accuracy of elevation differences in the creek near the bridge.
- Estimate drainage area and design flows.
- Perform a hydraulic analysis and develop a recommendation for a new bridge opening. (1-3 options).
- Develop a preliminary roadway plan and profile (vertical and horizontal alignments) based on girder heights of similar bridges and options for horizontal alignment.
- Estimate grading limits.
- Estimate needed right of way and temporary construction easements.

Provide the Following Deliverables:

- Report summarizing the hydraulic analysis and recommendations
- Report containing important considerations of utilities, environmental impact potential, and estimated right of way and temporary construction needs.
- Plan sheets showing plan/profile and right of way.
- An opinion of probable cost range.

Fees and Expenses: Howe Company, LLC will complete the scope of work for a lump sum amount of \$11,500



Boone Co. Bridge
3430024

3430024



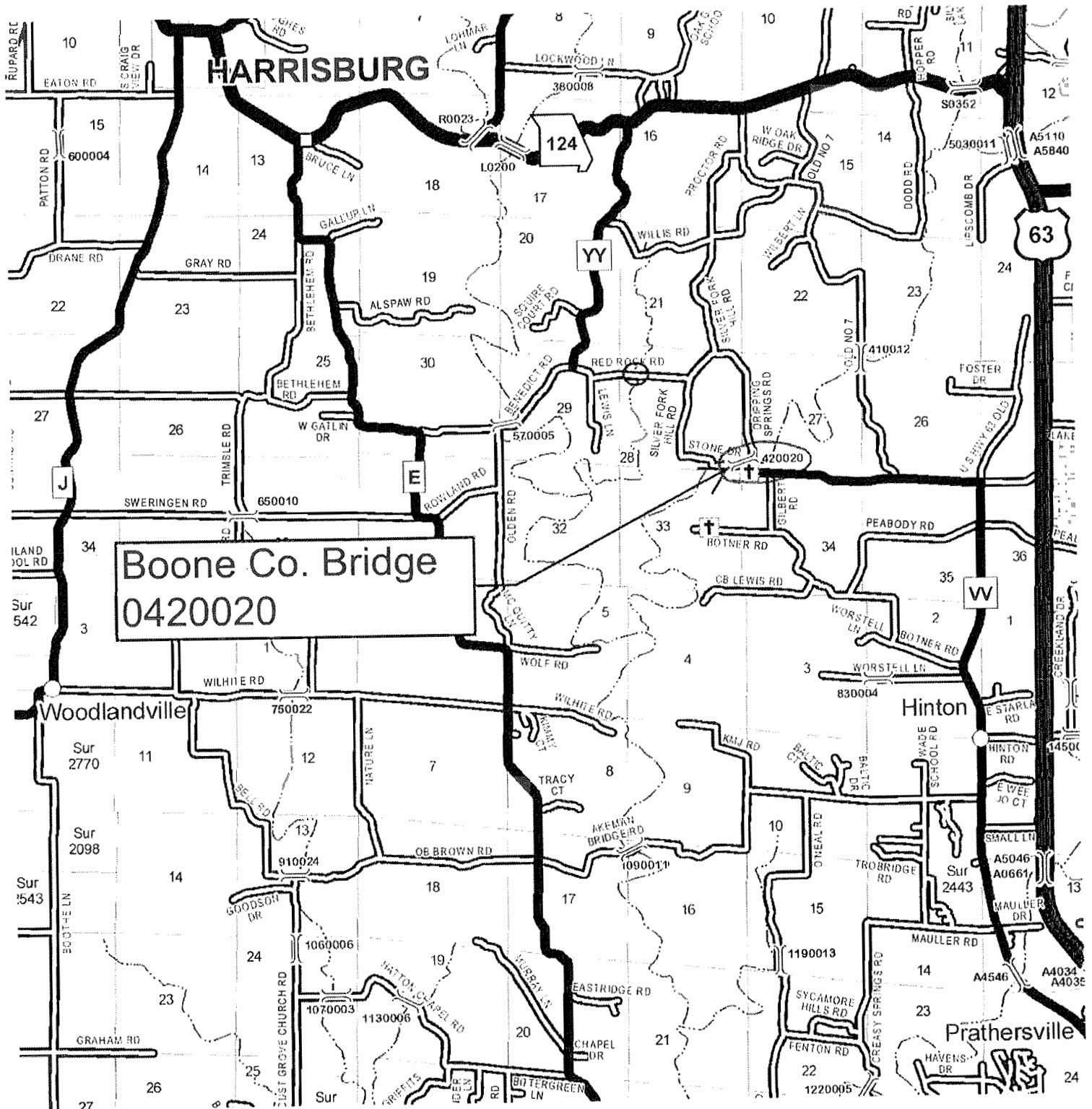
WW

AB

THREE
CREEKS

MARK

TWAIN



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

1st

day of

September

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the dedication of a water line to the City of Columbia as specified in the attached.

Done this 1st day of September, 2016.

ATTEST:

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

Daniel K. Atwill

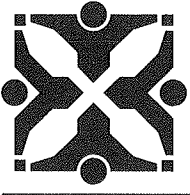
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

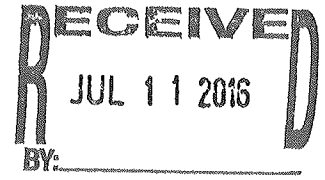
Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



CITY OF COLUMBIA, MISSOURI



COLUMBIA UTILITIES

COLUMBIA TERMINAL RAILROAD

July 6, 2016

Boone County Commission
Daniel K. Atwill
801 E Walnut
Rm 304
Columbia, MO 65201

Dear Mr. Atwill:

This is in reference to the water main installed by you located in the Boone County 911 Joint Communication Facility, Columbia, Missouri.

To be in compliance with Section 27.71 of the Revised Ordinances of the city of Columbia, Missouri, you are required to transfer ownership of the completed water main to the City in consideration of their perpetual upkeep and maintenance.

Please sign and have notarized the enclosed Deed of Dedication and return to our office.

Thank you and if you have any questions concerning the above, please give us a call.

Sincerely,

David S. Mathon, PE
Engineering Supervisor

Enclosure

File No. 145-1398

DEED OF DEDICATION

This Indenture, made and entered into this 1ST day of September, 2016 by and between the Boone County, Missouri, a political subdivision in the state of Missouri, Grantor, and the City of Columbia, Missouri, a municipal corporation, in the County of Boone, State of Missouri, Grantee, Grantee's mailing address is P.O. Box 6015, Columbia, MO 65205.

WITNESSETH:

WHEREAS, the Grantor has built and constructed certain water mains in accordance with the plans and specifications and under the supervision and inspection of Grantee, and

WHEREAS, the Grantor is desirous of conveying the same and all necessary and proper appurtenances and easements for water distribution purposes thereto to the Grantee in consideration of Grantee's perpetual upkeep and maintenance as part of the general water system of Grantee, and

WHEREAS, the Grantee is desirous of accepting the same subject to the approval and acceptance of this conveyance by the City Council of Grantee.

NOW, THEREFORE, the Grantor does, by these presents, in consideration of Ten Dollars (\$10.00) and other valuable considerations to it paid, the receipt and sufficiency of which is hereby acknowledged, GIVE, GRANT, CONVEY, RELEASE, and forever QUIT-CLAIM to the Grantee and its successors, all of their right, title, and interest in and to:

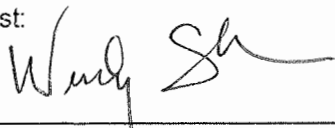
About 235 feet of 8-inch main including fire hydrants and appurtenances, located in and along Tract 4 of a Survey, Columbia, Missouri, as shown in Water and Light Department records for Account No. 145-1398 recorded in Plat Book 1953 on Page 358 of the records of the Recorder of Deeds of Boone County, Missouri (see attached Exhibit A)

TO HAVE AND TO HOLD the same with all the rights, immunities, privileges, and appurtenances thereto belonging, unto the Grantee and its successors, forever, so that neither the Grantor nor its assigns, nor any other person or persons for it or in its behalf, shall or will hereafter claim or demand any right or title in the same, or any part thereof, but they and everyone of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

Boone County, Missouri

By: 
Daniel K. Atwill, Presiding Commissioner

Attest: 
Wendy S. Noren, Boone County Clerk

STATE OF Missouri)
COUNTY OF BOONE) ss.

On this 1st day of September, 2016, before me, a Notary Public in and for said state, personally appeared **Daniel K. Atwill**, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he executed the same as Presiding Commissioner of the County of Boone, State of Missouri, as an authorized signatory of the County Commission, for the purposes therein stated.

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

MICHAEL YAGUINTO
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 9, 2017
Commission #13524500


Notary Public

STATE OF Mo)
COUNTY OF Boone) ss.

On this 2nd day of SEPTEMBER, 2016, before me, a Notary Public in and for said state, personally appeared **Wendy S. Noren**, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he executed the same as County Clerk of the County of Boone, State of Missouri, as an authorized by official action of the County Commission, for the purposes therein stated.

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

DIANE K. BUCHMANN
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires May 30, 2019
Commission #15549819

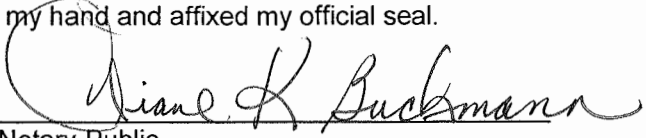
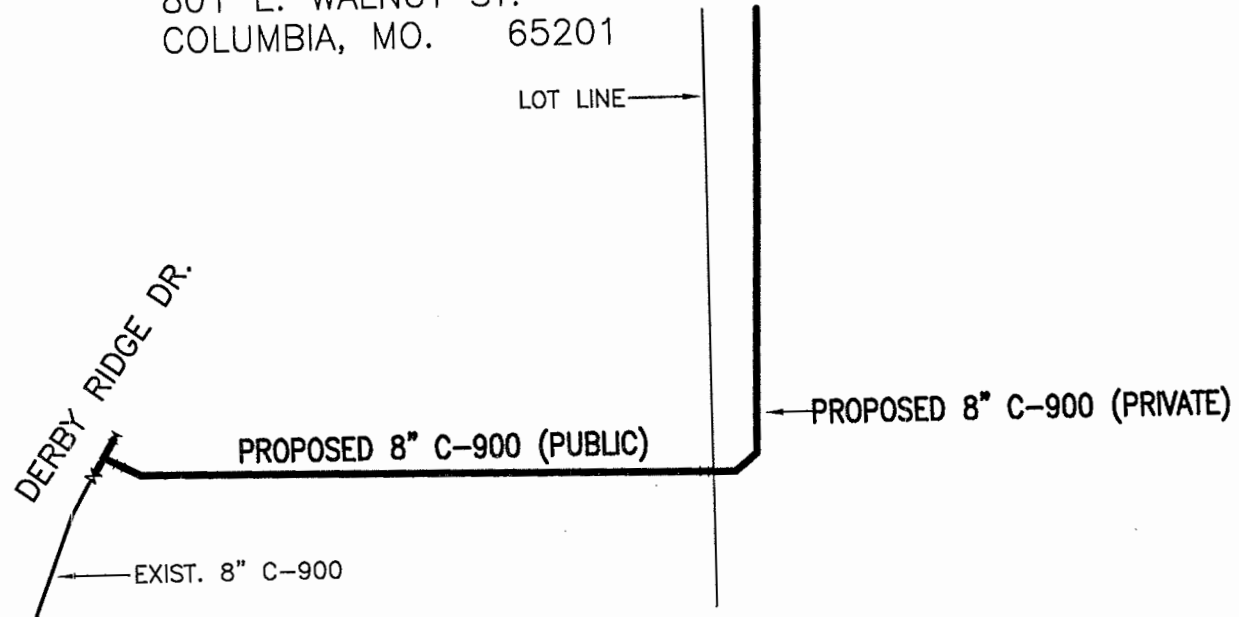

Notary Public

Exhibit A

BOONE COUNTY 911 JOINT
COMMUNICATION FACILITY
PART PRIVATE

FILE NO. 145-1398

DEVELOPER:
BOONE COUNTY COMMISSION
801 E. WALNUT ST.
COLUMBIA, MO. 65201



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County of Boone

In the County Commission of said county, on the

1st

day of

September

20

16

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

Now on this day the County Commission of the County of Boone does hereby authorize the approval of Change Order #42 to Boone County Emergency Communications Center Bid Number 44-11DEC14.

The terms of the Change Order are stipulated in the attached Change Order #42. It is further ordered that Commissioner Karen M. Miller is hereby authorized to sign said Change Order.

Done this 1st day of September, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CHANGE ORDER

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

CHANGE ORDER NUMBER: 42

DATE OF ISSUANCE: 8/31/2016
CONTRACT DATE: 1/27/2015

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

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

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

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

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

Change Order Number 42:

The Contract is changed as follows:

1. Provide and install new culvert and site amenities as requested by the Owner per attached CO Request #079. This Installation is necessary to maintain proper drainage for the east side of the gravel service drive. This change order represents a guaranteed maximum cost for the work. Any work not performed or performed for less than estimated will be credited to the Owner through a credit change order following the completion of the work..... \$ 23,163.00

Total CO #42..... \$ 23,163.00

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

The original Contract Sum was	\$ 9,933,707.00
Net change by previously authorized Change Orders	\$ 394,997.89
The Contract Sum prior to this Change Order was	\$ 10,328,704.89
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$ 23,163.00
The new Contract Sum including this Change Order will be	\$ 10,351,867.89
The Original Contract Time +/- previous change orders for the project was	297 days
Contract Period for Construction is Increased/Decreased by	0 days
New Contract Period for New Building and Site	297 days
Contract Completion Date is	April 29, 2016

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

BY 

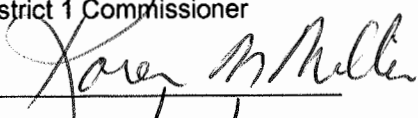
DATE 8-31-16

CONTRACTOR
Little Dixie Construction, LLC
John States
Owner

BY 

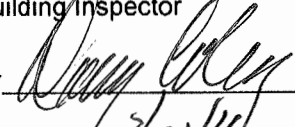
DATE 8-31-16

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

BY 

DATE 9/01/16

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

BY 

DATE 8/31/16



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

CHANGE ORDER REQUEST #079

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

LDC# 15010

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

Phone: 573-886-4308

Description	Deductive	Additive	Unit Costs
Owner's request to add culvert in access road			
ESS		\$ 19,974	
Green Horizons		\$ 1,674	
	\$ -	\$ 21,648	\$ -
7% General Conditions, Profit & Overhead		\$ 1,515	
Subtotals	\$ -	\$ 23,163	\$ -
TOTAL		\$23,163	

Attachments:

- Brian Harrington email dated August 24, 2016
- Sketch titled Little Dixie Construction Access Road Culvert dated 8-25-16
- Emery Sapp & Sons Change Order Request #5 Rev1 dated 31-Aug-16
- Green Horizons Garden Center proposal dated Aug.29.2016

Time Extension Request: 0 Work Days

Qualifications: This change order request is being submitted with the stipulation that the work will be performed on a time and material basis and the value is to be considered as a not to exceed amount. Actual documented costs will be submitted upon completion of the work and if necessary, a credit change order request will be submitted for consideration.

Bid amount is based on rip rap being installed as shown downstream of culvert and in the two ditches on the east side of the road. Actual areas of rip rap to be used will be determined by Owner's representative at time of construction. Areas where rip rap is omitted will be covered by erosion blankets.

The amount noted as "allowance for unsuitable soils under culvert pipe" will be used only for such and all or portions of this value that are not used for this specific work will be credited back to the Owner.

SUBMITTED BY:


Joseph W. Gruender, Senior Project Manager

DATE: 8/31/2016

Joe Gruender

Subject: FW: BCECC - Drive at NW end of parking lot

From: Brian Harrington [mailto:BHarrington@allstateconsultants.net]
Sent: Wednesday, August 24, 2016 2:36 PM
To: Joe Gruender <jgruender@ldconst.com>
Cc: Erik Miller <emiller@PWArchitects.com>
Subject: RE: BCECC - Drive at NW end of parking lot

Joe,

The culvert needs to be an 18" pipe and I will send out a narrative of what is required. I don't intend to do an actual drawing as we have not topo'd the current conditions.

I believe that we need to find a way to get the majority of the water into the inlet or another method of getting the water from the pavement to the pond. Simply grading the gravel to make it drain to the pond would likely cause an erosion issue (similar to the washout at the above mentioned pipe).

Thanks,
Brian

Brian Harrington, PE, PTOE
Allstate Consultants LLC
3312 LeMone Industrial Blvd.
Columbia, MO 65201
573-875-8799
bharrington@allstateconsultants.net

From: Joe Gruender [mailto:jgruender@ldconst.com]
Sent: Wednesday, August 24, 2016 2:30 PM
To: Brian Harrington <BHarrington@allstateconsultants.net>
Cc: Erik Miller <emiller@PWArchitects.com>
Subject: BCECC - Drive at NW end of parking lot

Brian,
Couple of questions.

Will you be issuing a drawing to add a culvert at the major wash area?

If we leave the concrete as is and grade the gravel on the road at the end of the concrete so that it slopes to the west to guide the majority of the water coming off of the parking lot, will that satisfy the storm water requirements or are we going to be required to elevate the concrete at the northeast end of the concrete?

I really need to keep this moving as I believe the Commissioner wants this to be completed by the 9/11 building dedication.

Thank you,

Joseph W. Gruender



JOSEPH W. GRUENDER Senior Project Manager

3316 LeMone Industrial Blvd. / Columbia, MO 65201

office 573.449.7200 / cell 573.864.4513 / fax 573.449.7300

CONTRACTOR SHALL
RELOCATE CONTAINER

Little Dixie Construction
Access Road Culvert
8-25-16

Not to Scale
Locations indicated are approximate
and field located by wood laths

50' long 18" diameter culvert

6' +/- Wide X 250'
Long Rip Rap

1' X 6' X 14'
RIP RAP

ROUTE=752.0

H1
45 L.F.
OF 34" HDPE

RETEL
OUT
(AIL)

CON
SPACE

95'

Ditch

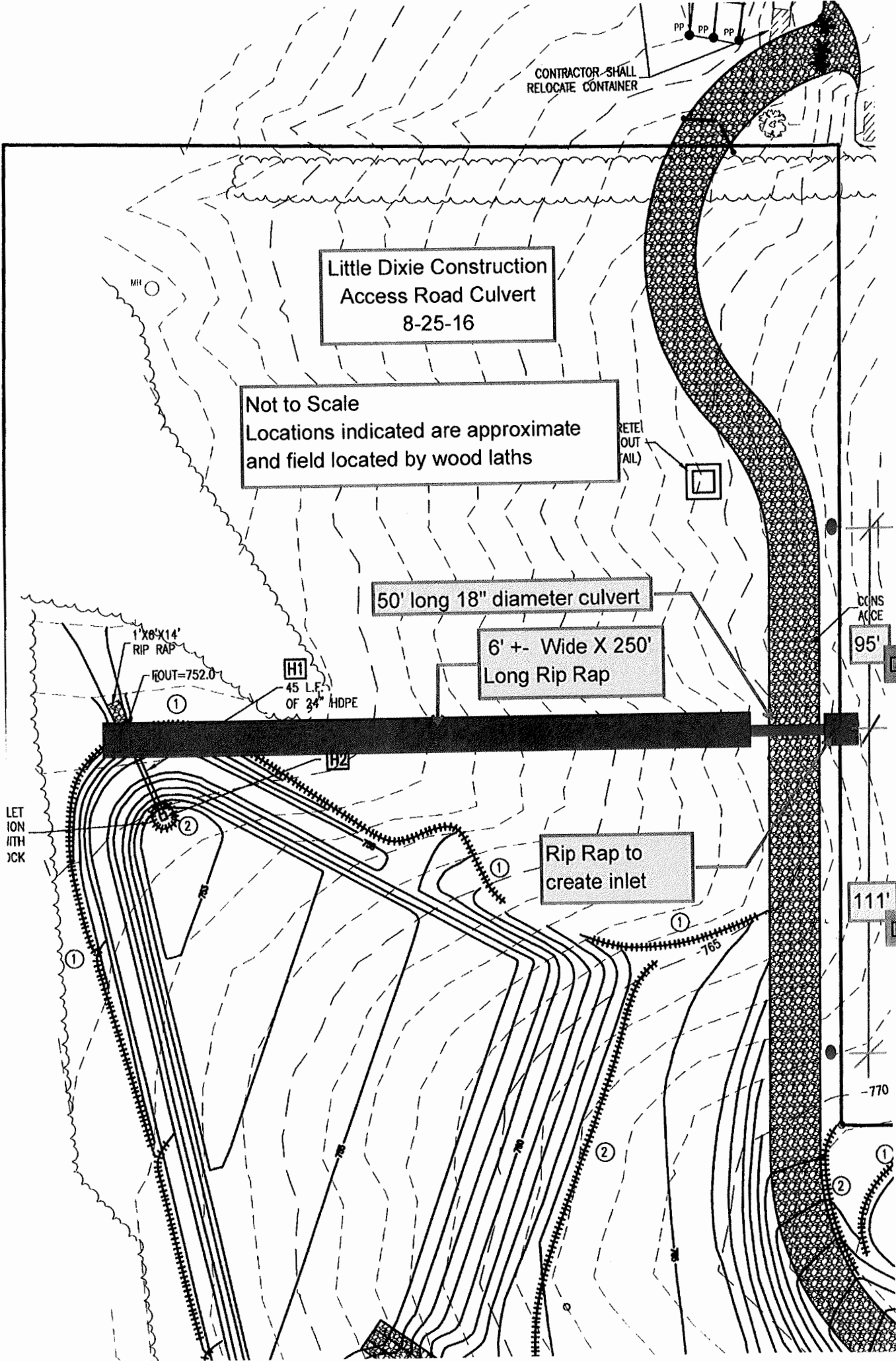
Rip Rap to
create inlet

111'

Ditch

-770

LET
ION
WITH
CK



2602 N. Stadium
 Blvd. Columbia, MO
 65202
 PH: 573.445.8331
 FAX: 573.446.4805



CHANGE ORDER REQUEST #5 Rev1

Submitted To: Little Dixie Construction	Date: 31-Aug-16	
Address: 3316 Lemone Industrial Blvd. Columbia, MO 65202	Contact Person: Joe Greunder	
Engineer: Allstate	Date of Plans: n/a	
Job Location: Columbia, MO 65202	Job Name: 911 Center	

We hereby propose to furnish materials and labor necessary for the completion of:

50.00	LF	---	Install 18" CMP (Aluminized) culvert in access road. Includes two flared end sections. Includes incidental road repair to grid and fabric to install pipe.	@	\$	120.56	=	\$6,028.19	
456.00	LF	---	Grade ditches on east and west sides of access road. Includes grading and spreading topsoil. Includes spreading out spoils on site.	@	\$	8.30	=	\$3,785.34	
1.00	LS	---	Allowance for unsuitable soils under culvert pipe.	@	\$	5,000.00	=	\$5,000.00	
Total								=	\$14,813.53

Alternate Riprap Pricing

56.00	CY	---	Riprap downstream of culvert - 6"x 12" rip rap 6' wide x 250' long x 1' deep	@	\$	60.00	=	\$3,360.00
30.00	CY	---	Riprap for ditches on east side of access road. 4' wide x 206' long x 1' deep	@	\$	60.00	=	\$1,800.00

Clarifications

Both Pricing and Exclusions/Clarifications constitute our proposal.
 Proposal valid for 30 days from posted date or revision date.
 Excludes all permits, fees, engineering and testing.
 Excludes staking, layout, licensed professional survey or as-builts.
 Excludes all work with electrical, conduits, etc....
 Excludes all work with existing utilities.
 All spoils to be spread out on site.
 Based on obtaining all topsoil on site.
 All seeding and mulch by others.
 Excludes all soil mats and netting.

We hereby propose to furnish material and labor -- complete in accordance with above specifications, for the following price:

SEE ABOVE

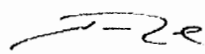
Payment to be made as follows:

Estimates First of Month

Terms Net 15 Days

All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance

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



 Authorized Signature

Acceptance of Proposal

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.

Signature _____ Date _____

Signature _____ Date _____



Proposal
 Green Horizons Garden Center LLC
 2607 Rt CC
 Jefferson City, MO 65109
 Phone(573)636-4373 Fax(573)636-5296

To	Joe Gruender Little Dixie Construction 3316 Lemone Ind.Blvd. Columbia,Mo.65201	Location	Boone County Emergency Communications Center	
		Email		
		Home	Office	449-7200
Date	Aug.29,2016	Mobile	Fax	449-7300

We hereby submit specifications for:

**** Base Bid**

* Fine grade,seed,fertilize and straw disturbed areas on each side of 6' X 250' proposed rip rap area. \$ 1,674.00

**** Alternate Bid**

* Fine grade,seed,fertilize and erosion blanket in proposed new 206' long + - ditch along service road. \$ 1,496.00

Not included in bid, to be used as alternate to rip rap

* Prices based on all top soil by others to .10' + -

* Alternate #1 should be seeded no later than the end of September,otherwise rip rap may be a better option.

Thank You,Rick Penno

We Propose to furnish material and labor -complete in accordance with the above specification, for the sum of:

Payment to be made as follows: balance due upon completion and acceptance of work

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 30 days. We are not liable for adverse weather such as rain, hail, freezing, drought, or incidental failure of equipment.

Authorized Signature:

Acceptance of Proposal - 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.

Date of Acceptance:

Signature:

Unless otherwise agreed to in writing, the balance is due and payable in full upon completion of job. All accounts not paid within 30 days after billing shall be charged 1 1/2% finance charge from date of billing on the monthly balance. All amounts unpaid 2 months after the original billing shall be turned over for collections and purchasers agree to pay all court and legal fees. Any material or labor paid with a credit card will be charged a 3% convenience fee

Notice to Owner - Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of mechanic's lien on the property which is the subject of this contract pursuant to chapter 429, RSMo. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and materials twice.