

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 19

In the County Commission of said county, on the 10th day of December 20 19

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 Amendment One to the BCB Site Radio Tower Construction Consulting Services agreement with David O. Dunford, as approved in Commission Order 226-2018.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Amendment.

Done this 10th day of December 2019.

ATTEST:

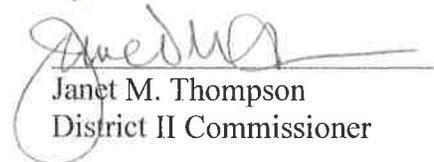

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



**Boone County – Amendment One to Agreement for
BCB Site Radio Tower Construction
Consulting Services**

THE AGREEMENT dated the 24th day of April, 2018 made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein “County”, and **David O. Dunford**, herein “Consultant”, for an in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Increase the Six Thousand Dollar (\$6,000.00) not-to-exceed amount set forth in paragraph four (4) for basic services outlined in that original agreement, to Eight Thousand Dollars (\$8,000.00).
2. Except as specifically amended hereunder, all other terms, conditions, and provisions, including the remainder of paragraph four (4) of the original agreement, shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement this 10 day of December, 2019.

DAVID O. DUNFORD

David O. Dunford

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

APPROVED AS TO LEGAL FORM:

CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION

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

Sine Pitchford by JF
Signature

12/10/19
Date

2766 71101
Appropriation Account

226-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

24th

day of

April

20

18

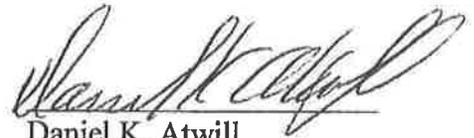
Now on this day the County Commission of the County of Boone does hereby approve the attached BCB Site Radio Tower Construction Consulting Services with the following David O. Dunford to provide consulting services and construction administration services for the construction of a 180' communications tower.

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

Done this 24th day of April, 2018.

ATTEST:

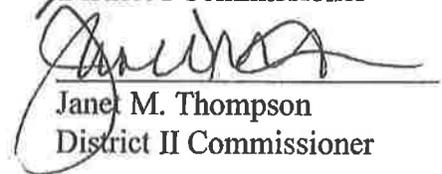
Taylor W. Burks MT
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



**Boone County – Agreement for
BCB Site Radio Tower Construction
Consulting Services**

THIS AGREEMENT dated the 24th day of April 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein “County” and **David O. Dunford**, herein “Consultant.”

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

1. **Project Description.** Consultant will provide all necessary consulting services and construction administration services for the construction of a 180’ communications tower at the Boone County Public Works facility at 124 Highway and US 63 (BCB site).

2. **Contract Documents.** The agreement between the parties shall consist of this Consulting Services Agreement, the Tower Site Development Sequence dated 2-19-18, the Estimated Project Costs dated 2-19-18, and the Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014, as amended in Commission Order 560-2017. In the event of conflict between any of the foregoing documents, this Consulting Services Agreement shall prevail and control over the other incorporated documents.

3. **Radio Consultant Basic Services.** In order to facilitate the construction of the 180’ tower at the BCB site, Consultant agrees to provide the following services as basic services under this Agreement:

- a. Coordinate with planning authorities and file owner site applications;

- b. Coordinate with the County's Purchasing Department;
- c. Assist in the preparation of bid specifications for all items that are to be bid, with the County's Purchasing Department to determine the appropriate procurement process for each item purchased (RFB, RFP, etc.);
- d. Participate in all pre-bid conferences;
- e. Participate and provide written recommendations as part of the evaluation of all bid responses;
- f. Coordinate with regulatory agencies, prepare and file any necessary paperwork;
- g. Coordinate and provide construction administration services with any contractors, to include but not be limited to, the following: reviewing and approving invoices submittals for compliance with contractual terms, performance requirements, and allowable amounts as part of a recommendation for payment.
- h. Coordinate with Boone County Joint Communications Budget Administrator for budget tracking, financial projections, contractor work schedules and compliance, and project status.
- i. Provide technical support for the project and related disciplines;
- j. Attend project meetings as needed; and
- k. Coordinate with the County Auditor's office for budget tracking for the project.

4. **Compensation.** County will pay Consultant at a documented, hourly rate of Sixty Dollars (\$60.00) per hour with a total contract not-to-exceed amount of Six Thousand Dollars (\$6,000.00) for the basic services outlined in this Agreement. All services rendered in connection with this tower construction project shall be considered basic services unless the parties mutually agree otherwise in writing. Reimbursable expenses shall be handled as per the

incorporated Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014, and shall not exceed Twenty-Two Thousand Dollars (\$22,000.00) such amount specifically for documented payments for NHPA compliance review for work under this Agreement unless otherwise agreed to by the parties in writing.

5. **Insurance.** Consultant will carry insurance coverage as provided for in the Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014 at all times services are being rendered under this Consulting Services Agreement.

6. **Termination.** Termination of this Agreement will be handled as per the provision of the incorporated Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014.

7. **Governing Law / Venue / Dispute Resolution.** This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Associate Division of said Court for resolution. The parties may mutually agree, prior to resorting to litigation in this matter, to submit any dispute to non-binding mediation through the University of Missouri School of Law Center for Dispute Resolution.

8. **Complete Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SO AGREED.

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

DAVID O. DUNFORD

David O. Dunford
David O. Dunford

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Taylor W. Burks MT
Taylor W. Burks, County Clerk

APPROVED AS TO LEGAL FORM:

CJ Dykhouse
CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION

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

<u><i>Jane Pitchford by ij</i></u>	<u>04/18/2018</u>	2706-71101-\$6,000.00
Signature	Date	2706-91300-\$22,000.00
		Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

10th

day of

December

20 19

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

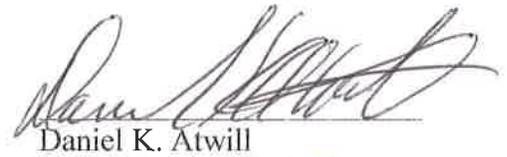
Now on this day, the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description via assignment to the Boone County Collector, assignee of the owner of record, in the amount of \$22,774.70.

It is further ordered the Boone County Commissioners are hereby authorized to sign said summary order.

Done this 10th day of December 2019.

ATTEST:

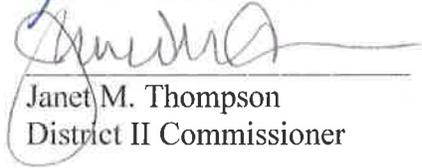

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Commission Order:

Now on this day the Boone County Commission takes up the disposition of the **2019** tax sale surplus relating to **Parcel 17-206-00-04-021.00:**

Pursuant to RSMo §140.230 the Commission is authorized to approve claims for any tax sale surplus being held by the County Treasurer associated with the County Collector's annual tax sale as part of a redemption or after the expiration of the applicable redemption period. In this instance, the owner of record at the time the subject property went to tax sale was **Christine Holliday**, per the vesting deed at Book 4676, Page 76, Boone County Records. **Christine Holliday** has assigned the tax sale surplus to the Boone County Collector as part of her redemption of the property as an owner of record. The other documentation which support of this claim is made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to his office and made a part of this record, is satisfied that **Christine Holliday**, an owner of record, is entitled to assign the total surplus of **\$22,774.70** to the Boone County Collector as part of her redemption of the subject property and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of the surplus via assignment to **the Boone County Collector, assignee of the owner of record**, in the amount of **\$22,774.70**, in a manner mutually-agreed to by the County Collector and County Treasurer, in order to facilitate the redemption of the subject property pursuant to RSMo §140.340.

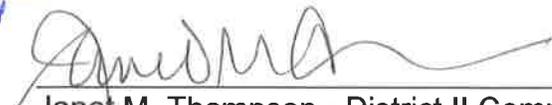
Done this 10th day of December, 2019.


Daniel K. Atwill - Presiding Commissioner

ATTEST:


Fred J. Parry - District I Commissioner


Brianna L. Lennon
Boone County Clerk


Janet M. Thompson - District II Commissioner



ASSIGNMENT OF TAX SURPLUS TO BOONE COUNTY COLLECTOR FOR REDEMPTION PURPOSES

Parcel #: 17-206-00-04-021.00
Sec 04 T48 R12
1912 Boyd Ln
L33 Zaring Acres SD #2 as shown in Plat Book/Page 5/74

Owner(s) of Record: Christine L Holliday

Current Mailing address: 1912 Boyd Lane Columbia MO 65202

SSN: [redacted] Driver's License / State ID Number: [redacted]

Pursuant to the provisions of RSMo Sec. 140.230 the undersigned, the publicly recorded owner or owners of record of the subject property sold at the 2019 delinquent tax sale auction which took place on August 26, 2019, wish to assign the tax sale surplus in the amount of \$22,774.70 currently being held by the Boone County Treasurer to the Boone County Collector as part of my redemption of the subject property. I understand that I have a priority right to use these tax sale surplus funds for my redemption efforts only for the first one-year period following the delinquent tax sale auction; or, until the tax sale purchaser acquires a Collector's Deed. I understand that I must remit the appropriate sums to the Boone County Collector in addition to the surplus to accomplish this redemption. I hereby authorize the Boone County Treasurer to remit to the County Collector, on my behalf and for my account, the tax sale surplus as part of my owner's redemption efforts pursuant to which I desire to redeem the above-described property.

Christine L Holliday
Christine L. Holliday

STATE OF MISSOURI)
)ss
COUNTY OF BOONE)

2020 SUBSCRIBED and sworn to before me a notary public, this 4th day of December,

CRYSTAL DESILVA
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires May 11, 2020
Commission #18620450

[Signature]
Notary Public

Crystal Desilva 12/4/19
Collector's Office received by and date

Property Information

Property Location (Situs Address)	1912 BOYD LN
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Legal Description	ZARING ACRES NO 2 LOT 33
FB Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.	

RECEIVED
COLUMBIA COUNTY COLLECTOR

Vesting Deed

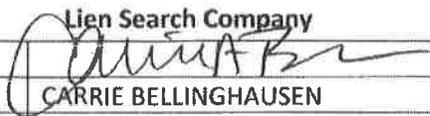
Name of Owner(s)	HOLLIDAY CHRISTINE L
Address	1912 BOYD LN., COLUMBIA MO 65202-2842
Title Taken By	WARRANTY DEED
Date of Deed	11/7/2016
Date Recorded	11/8/2016 4:15:00 PM
Book/Page	4676/76
Address Correction	

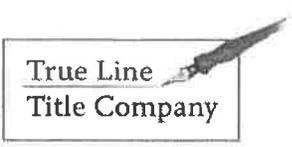
Open Deed(s) of Trust

First Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Lien Search Company

Signature of Searcher	
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	06/05/2019



True Line Title Company
110 E Ash Street
Columbia, MO 65203

Additional Liens

Special Assessments	
Tax Bill #	
Address	

Federal Tax Liens	
Date	
Address	

State Tax Liens	
Date	
Address	

Mechanics Liens	
Date	
Address	

Judgments	JEFFREY A STOCKMAN ET AL
Date	01/28/2013
Address	201 WESTWOOD AVE., COLUMBIA, MO 65203-2871
Case #	12BA-CV04099

Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
Case #	

Additional Information



True Line Title Company
110 E Ash Street
Columbia, MO 65203

Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri
Date and Time: 11/08/2016 at 04:15:00 PM
Instrument #: 2016024305 Book: 4676 Page: 76

Instrument Type: WD
Recording Fee: \$27.00 S
No. of Pages: 2



GENERAL WARRANTY DEED

THIS DEED, made and entered into this 7th day of November, 2016, by and between

DAVID L. HOLLIDAY and WINIFRED L. HOLLIDAY, husband and wife

parties of the first part, of Callaway County, Missouri, grantors, and

CHRISTINE L. HOLLIDAY

party of the second part, of Boone County, State of Missouri, grantee. Grantee's mailing address is:
1912 Boyd Lane, Columbia, MO 65202.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party of the second part the following described Real Estate, situated in the County of Boone and State of Missouri, to-wit:

Lot Thirty-three (33) of Zaring Acres Number 2 as shown on plat of said subdivision recorded in Plat Book 5, Page 74, Boone County, Missouri Records.

Subject to easements and other matters of record.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party of the second part forever, the said parties of the first part covenanting that said parties and the heirs, personal representatives and assigns of such parties shall and will WARRANT AND DEFEND the title to the premises unto the said party of the second part, and to the heirs and assigns of such party forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2016 and thereafter, and special taxes becoming a lien after the date of this deed.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO NOV 08 2016

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Unofficial Document

David Holliday
 DAVID L. HOLLIDAY

Winifred L. Holliday
 WINIFRED L. HOLLIDAY

STATE OF MISSOURI)
) SS.
 COUNTY OF Callaway)

On this 7th day of November, 2016, before me personally appeared ~~DAVID L. HOLLIDAY~~ and WINIFRED L. HOLLIDAY, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the state and county aforesaid, the day and year first above written.

Lisa Elkins
 Notary Public

My commission expires:

September 14, 2017



LISA ELKINS
 My Commission Expires
 September 14, 2017
 Callaway County
 Commission #13426550

State of Missouri
 County of Boone
 On this 5th day of November
 before me personally appeared
David L. Holliday
 to me known to be the person who executed the
 foregoing instrument, and acknowledge that he
 executed the same as his free act and deed.
 SEAL (signed) [Signature]
 Notary Public

TANNER DODSON
 Notary Public - Notary Seal
 STATE OF MISSOURI
 County of Cooper
 My Commission Expires 11/28/2020
 Commission # 12418689

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 2019

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of

December

20 19

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 Contract Amendment Number One to the New Haven Bridge #BR3430024 Final Design contract between Boone County and Howe Company, LLC.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 10th day of December 2019.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

November 26, 2019

Jeff McCann, P.E.
Boone County Resource Management
801 E. Walnut
Columbia, MO 65201

**RE: Proposal for Supplemental Agreement
Design of Water Main Relocation
Bridge No. 3430024 on New Haven Road**

We propose the scope of services for the relocation of the water main, Howe Company will;

- Develop a plan & profile for a C900 casing water main.
- Provide connection detail.
- Include standard details and specifications provided by the water district.
- Include the work on the bid form and opinion of cost.
- Provide preliminary and final plans for Boone Co and the water district to review.
- I needed, prepare a construction permit application, circulate for signature, and send to MoDNR.
- Attend one meeting.

We propose a lump sum fee of \$3,500.00.

Sincerely,



Shannon J. Howe, P.E., S.E.
Howe Company, LLC

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

10th

day of

December

20 19

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 Approval of Proposal for Consultant Services Form between Boone County and Howe Company, LLC for engineering for preliminary study, final design services & bidding services, and construction services for replacement of bridge #BR3410003 on Olivet Road.

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

Done this 10th day of December 2019.

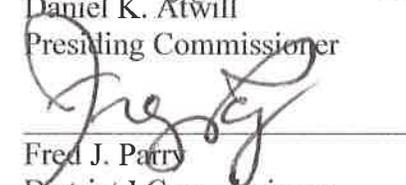
ATTEST:



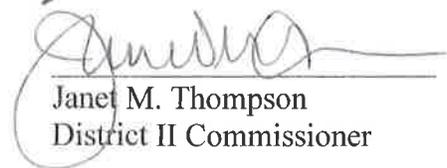
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the ____ day of December, 2019, 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; 804 E Patton St, Macon, MO 63552

Project/Work Description: Engineering for preliminary study, final design services & bidding services and construction services for replacement of bridge #BR3410003 on Olivet Road.

Proposal Description: Howe Company, LLC provide engineering preliminary study, final design & bidding services and construction services for the replacement of bridge #BR3410003 on Olivet Road. Scope of services provided or not provided detailed in the attached proposal for service which is incorporated as part of this agreement.

Modifications to Proposal: Fees and expenses shall not exceed \$6,000.00 for Preliminary Study, \$60,000.00 for Final Design Services & Bidding Services combined and \$12,000.00 for the Construction Services 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 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 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

By *Shannon Howe*
Title *Manager of LLC*
Dated: *Dec. 4, 2019*

BOONE COUNTY, MISSOURI

By *Mary Beth*
Presiding Commissioner
Dated: *12.10.19*

APPROVED AS TO FORM:

C. J. House by *[Signature]*
County Attorney

ATTEST:

Branneal Lennon
County Clerk

APPROVED:

[Signature]
Resource Management Director

Certification:

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

Jane E. Pitchford *12/10/19*
Auditor by *ag* Date

2041-71102

November 27, 2019

Jeff McCann, P.E.
Chief Engineer
Boone County Resource Management
Columbia, MO

RE: Proposal for Engineering for the removal and replacement of Bridge No. 3410003 on Olivet Road.

Dear Mr. McCann,

We propose to offer the services described in this letter based on the project description enclosed.

Project Description

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

- The existing bridge will be removed and replaced with a new structure to be identified in the study phase. The rail on a new bridge shall be a Kansas corral style with modifications to allow the connection of steel approach rails. The road will be closed to through traffic. A detour route will be marked. All removal and construction activities will be performed by a contractor. No in-kind work will be performed by County forces. In general, design services will be provided by Howe Company, LLC and bidding & construction services will be provided by Boone County. BRO funding will not be used.
- The bridge will be designed for a clear width between the guard rails equal to 28-30 feet. This dimension will be finalized during the preliminary design process.
- Design Speed will not exceed 45 mph.
- The design truck loading will be the HS20-44 and 3S2. The bridge will be load rated for the HS20-44, H20, and 3S2.
- The utilities which are expected to require coordination efforts include water, telephone and power. A gas main is in the area but is likely far enough away to avoid conflict.

SCOPE OF SERVICES

ARTICLE I – SCOPE OF SERVICES

S. STUDY PHASE – The Engineer will:

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

PROVIDE THE FOLLOWING DELIVERABLES:

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

A. DESIGN PHASE – The Engineer will:

1. Conduct topographic, property and utility surveys sufficient to develop plans for the project;
2. Arrange and pay for soil borings and foundation recommendations;
3. Arrange and pay for a qualified inspector to perform an inspection of the structure for asbestos and lead in accordance with MoDNR requirements related to demolition.
4. Utilize previous hydraulic studies to develop preliminary design plans.
5. Provide PDF set of preliminary plans to Boone County staff. Howe Company, LLC will meet with Boone County staff to review preliminary design and discuss potential revision considerations.
6. Prepare for signature and mail (or email) to the respective agencies the applications for permits related to water quality. This includes coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and the preparation of flood development permits or No-Rise certificates for County approval as required by the Federal Emergency Management Agency (FEMA);
7. Prepare and submit to MoDNR information pertaining to the bridge site and structure in an effort to obtain a Section 106 clearance from the Missouri Department of Natural Resources;

8. Contact utility companies which are identified by Missouri One Call or have marked facilities in the project and provide them with a set of plans for the project and request they respond with a plan for relocation or accommodation of construction activities. Support Boone County's discussions with utilities by providing plans, coordinates, and plan interpretations;
9. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, easements, and donation letters for use by Boone County in acquiring, by donation, the right-of-way needed for the project.
10. Prepare detailed construction plans, cost estimates, structural inventory & appraisal forms, specifications and related documents as necessary for the purpose of receiving soliciting bids for constructing the project;

B. BIDDING PHASE –

1. Answer questions from Boone County staff regarding interpretation of the plans or specifications.
2. Prepare addenda for the purpose of clarifying design details during the bidding phase.
3. Assist with the evaluation of bids as requested. Bid tabulation to be prepared by Boone County.

C. CONSTRUCTION PHASE –

1. If requested, participate in a preconstruction conference to discuss project details with the Contractor.
2. As requested by Boone County staff, make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be Accomplished by the Contractor.
3. As requested by Boone County staff, make periodic visits to the fabrication plant to observe the progress and quality of work of the pre-fabricated components, and to determine if the work conforms to the contract documents.
4. Review and comment on or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgement to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received;

EXCLUDED SERVICES

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

1. Hydraulic studies for the purposes of recommending a bridge opening size, etc.
2. Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo Dept of Conservation U.S. Fish & Wildlife, or the FHWA.
3. Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
4. The design, development, coordination of wetland mitigation plans, reports, etc.
5. Administration, coordination, preparation, appraisals, letter offers, condemnation activities, and any other tasks related to the acquisition of right of way by any means except donation.
6. Surveying, staking, re-design efforts, etc. to avoid conflict with at utility.
7. Preparation & coordination efforts required for utility agreements.
8. Testing of compaction & moisture for embankment, base, and pavement.
9. Preparation and submittal of documentation to support the use of In-kind work by County forces.
10. Mitigation of adverse effects to archeological Studies, Historical Reports as requested by permitting agencies.
11. Construction observation & administration of the construction contract.
12. Staking & layout of the structure for construction.
13. Re-design efforts that affect roadway alignment, grading, etc. deemed required by Boone County after preliminary plans have been approved by Boone County.
14. Prepare and submit applications for permits related to noise abatement and air quality, if necessary.

Compensation:

Fees and expenses for Study Phase shall not exceed \$6,000.00 (six thousand dollars) Lump Sum without prior written approval of Owner.

Fees and expenses for Design and Bidding Phases shall not exceed \$60,000.00 (sixty thousand dollars) Lump Sum without prior written approval of Owner.

Construction Phase services including staff time and mileage shall be billed on an hourly basis not to exceed \$12,000.00 (twelve thousand dollars) without prior written authorization.

Please contact me with any questions at shannon@howecompany.com or 660-395-4693 or 660-651-1582. Thank you for the opportunity to work for Boone County. We appreciate your business.

Sincerely,

A handwritten signature in cursive script that reads "Shannon J. Howe". The signature is written in black ink and is positioned above the printed name and title.

Shannon J. Howe, P.E., S.E.
Howe Company, LLC

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the 10th day of December 20 19

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 Contract Amendment Number One to Contract 30-20JUL17 – First Chance for Children Expansion.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 10th day of December 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Rarry

Fred J. Rarry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 21, 2019
RE: Amendment #1 to contract 30-20JUL17 - First Chance for Children Expansion

Contract 30-20JUL17 – *First Chance for Children for the Expansion Program* was approved by commission for award to First Chance for Children on December 28, 2017, commission order # 571-2017. Amendment #1 adds 200 units of Crisis Intervention (Baby Bags) at \$25.00 per each for a total not to exceed amount of \$5,000.

Invoices will be paid from department 2161 – CCS Funding Opportunities, account 71106 – Contracted Services.

cc: Contract File

AGREEMENT FOR PURCHASE OF SERVICES

Contract Amendment Number One

First Chance for Children Expansion

Now on this day, December 10, 2019, Purchase Agreement **30-20JUL17** for the Children' Services Fund dated December 28, 2017 made by and between Boone County, Missouri and First Chance for Children, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1) ADD a supplemental funding increase for the following:

200 Units of Crisis Intervention (Baby Bags) at \$25.00 per crisis unit for a total not to exceed amount of \$5,000.00

2) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

First Chance for Children

DocuSigned by:
Kasey Schaumburg
By: _____
075401EB194C402...
Signature
Kasey Schaumburg
By: _____
Printed Name

Boone County, Missouri

By: Boone County Commission
DocuSigned by:
Daniel K. Atwill
By: _____
BA4B934CED6E4EB...
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Cheryl J. Howe
By: _____
56E0A0DD80AC445...
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
By: _____
7D82DA686BF6495...
County Clerk

AUDITOR CERTIFICATION:

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

DocuSigned by:
Diane Picalford by jj
Signature _____ 11/25/2019 _____
4147B420F1C047D... Date Appropriation Account **2161 / 71106 / \$5,000.00**

An Affirmative Action/Equal Opportunity Employer