CERTIFIED COPY OF ORDER

STATE OF MISSOURI

ea

December Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

 26^{th}

day of

December

20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision:

| DEPARTMENT ACCOUNT | AMOUNT DECREASE | AMOUNT INCREASE |
|---------------------------|-----------------|-----------------|
| AND TITLE | | |
| 2045-86800: Public Works | \$100,000.00 | |
| Design and Construction – | | |
| Emergency | | |
| 2045-71100: Public Works | | \$100,000.00 |
| Design and Construction – | | |
| Outside Services | | |

Said budget revision is for the Harold Cunningham Road Slope Failure Project.

The County Commission of the County of Boone does hereby award bid 84-12DEC02 for the Harold Cunningham Road Slope Failure Project to Boone Construction Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 26th day of December, 2002.

Don Stamper

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Boone County Purchasing

Marlene Ridgway Buyer



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

542-2002

MEMORANDUM

TO:

Boone County Commission

FROM:

Marlene Ridgway

RE:

84-12DEC02 - Harold Cunningham Road Slope Failure Project

DATE:

December 16, 2002

The Boone County Public Works department and I have reviewed the bids submitted for the above referenced project. We recommend awarding to Boone Construction Company for having the lowest and best bid meeting our minimum requirements. Total contract price is \$169,328.60 to be paid from organization 2045 account 71100. The bid tabulation is attached for your reference.

| Bid Tabulation 84-12DEC02 - Harold Cunningham R dailure Project | lope | Constructio | hardson on, Ashland, IO | Emery Sapp & Sons, Columbia, MO | | J. C. Inc Jedderson | lustries, n City, MO | | cav ating Co. n City , MO | Excavating | nnieders Jedderson , MO | Columbia C Co, Colu | urb & Gutter mbia, MO | Boone Cons Colum | struction Co. bia, MO | |
|---|--------|-------------|-------------------------------|------------------------------------|-------------|------------------------|-------------------------|--------------|------------------------------|--------------|---------------------------------|-----------------------------|--------------------------|---------------------|--------------------------|--------------|
| tem # Bid Item Description | Units | QTY | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 Structural Steel Piles | Ld | 504 | \$79.60 | \$40,118.40 | \$35.00 | \$17,640.00 | \$40.00 | \$20,160.00 | \$76.00 | \$38,304.00 | \$63.35 | \$31,928.40 | \$38.50 | \$19,404.00 | \$36.00 | \$18,144.00 |
| 2 Class D Concrete | CY | 61.1 | \$507.00 | \$30,977.70 | \$210.00 | \$12,831.00 | \$300.00 | \$18,330.00 | \$485.00 | \$29,633.50 | \$412.00 | \$25,173.20 | \$795.70 | \$48,617.27 | \$334.00 | \$20,407.40 |
| 3 Reindorcing Steel (GR. 60) | Lbs | 9450 | \$1.00 | \$9,450.00 | \$1.00 | \$9,450.00 | \$1.00 | \$9,450.00 | \$0.75 | \$7,087.50 | \$1.12 | \$10,584.00 | \$0.60 | \$5,670.00 | \$0.65 | \$6,142.50 |
| 4 MSE Retaining Wall | Sd | 1071 | \$17.56 | \$18,806.76 | \$26.00 | \$27,846.00 | \$18.80 | \$20,134.80 | \$14.00 | \$14,994.00 | \$21.00 | \$22,491.00 | \$23.30 | \$24,954.30 | \$11.50 | \$12,316.50 |
| 5 Pre-Bore dor Piling | Ld | 359 | \$81.33 | \$29,197.47 | \$107.50 | \$38,592.50 | \$75.80 | \$27,212.20 | \$60.00 | \$21,540.00 | \$76.80 | \$27,571.20 | \$142.20 | \$51,049.80 | \$73.00 | \$26,207.00 |
| 6 Vertical End Drain at Abutment | SY | 85 | \$42.05 | \$3,574.25 | \$57.50 | \$4,887.50 | \$18.80 | \$1,598.00 | \$32.00 | \$2,720.00 | \$24.95 | \$2 ,120. 7 5 | \$25.00 | \$2,125.00 | \$32.00 | \$2,720.00 |
| 7 Damp Prooding | SY | 92 | \$33.00 | \$3,036.00 | \$20.00 | \$1,840.00 | \$8.00 | \$736.00 | \$15.50 | \$1,426.00 | \$19.00 | \$1,748.00 | \$8.00 | \$736.00 | \$29.00 | \$2,668.00 |
| 8 Clearing and Grubbing | LS | 1 | \$2,869.00 | \$2,869.00 | \$3,100.00 | \$3,100.00 | \$1,000.00 | \$1,000.00 | \$2,500.00 | \$2,500.00 | \$1,920.00 | \$1,920.00 | \$4,100.00 | \$4,100.00 | \$6,000.00 | \$6,000.00 |
| 9 Rock Excavation | CY | 20.5 | \$100.00 | \$2,050.00 | \$220.00 | \$4,510.00 | \$100.00 | \$2,050.00 | \$200.00 | \$4,100.00 | \$88.00 | \$1,804.00 | \$50.00 | \$1,025.00 | \$370.00 | \$7,585.00 |
| 10 Earth Excavation | CY | 1773 | \$4.50 | \$7,978.50 | \$5.00 | \$8,865.00 | \$10.00 | \$17,730.00 | \$6.25 | \$11,081.25 | \$8.00 | \$14,184.00 | \$10.00 | \$17,730.00 | \$6.00 | \$10,638.00 |
| 11 Compacting Embankment | CY | 1154 | \$6.40 | \$7,385.60 | \$1.00 | \$1,154.00 | \$3.00 | \$3,462.00 | \$5.00 | \$5,770.00 | \$3.12 | \$3,600.48 | \$2.00 | \$2,308.00 | \$7.00 | \$8,078.00 |
| 12 Select Granular Backdill | CY | 387 | \$18.56 | \$7,182.72 | \$35.00 | \$13,545.00 | \$20.00 | \$7,740.00 | \$30.00 | \$11,610.00 | \$30.45 | \$11,784.15 | \$30.00 | \$11,610.00 | \$33.50 | \$12,964.50 |
| 13 dull-Depth Saw Cut | Ld | 36 | \$5.25 | \$189.00 | \$5.50 | \$198.00 | \$5.00 | \$180.00 | \$3.50 | \$126.00 | \$6.00 | \$216.00 | \$10.00 | \$360.00 | \$7.00 | \$252.00 |
| 14 Type 2 Aggregate dor Base (6") | SY | 549.8 | \$6.70 | \$3,683.66 | \$6.50 | \$3,573.70 | \$4.30 | \$2,364.14 | \$5.15 | \$2,831.47 | \$7.05 | \$3,876.09 | \$6.00 | \$3,298.80 | \$6.50 | \$3,573.70 |
| 15 Commercial Grade Asphaltic Concrete Pay ement (4") | TON | 104 | \$68.25 | \$7,098.00 | \$77.00 | \$8,008.00 | \$67.50 | \$7,020.00 | \$67.50 | \$7,020.00 | \$73.00 | \$7,592.00 | \$74.20 | \$7,716.80 | \$76.00 | \$7,904.00 |
| 16 30" Corrugated Metal Pipe-Poly Coated | Ld | 78 | \$47.50 | \$3,705.00 | \$56.00 | \$4,368.00 | \$54.00 | \$4,212.00 | \$57.00 | \$4,446.00 | \$62.20 | \$4,851.60 | \$32.50 | \$2,535.00 | \$38.50 | \$3,003.00 |
| 17 dlared End Section -30"CMP | EΑ | 1 | \$513.00 | \$513.00 | \$420.00 | \$420.00 | \$250.00 | \$250.00 | \$375.00 | \$375.00 | \$200.00 | \$200.00 | \$407.50 | \$407.50 | \$450.00 | \$450.00 |
| 18 Guardrail-Type A (Incl. 2 dlared End Sections) | Ld | 175 | \$30.00 | \$5,250.00 | \$25.50 | \$4,462.50 | \$22.25 | \$3,893.75 | \$20.00 | \$3,500.00 | \$24.50 | \$4,287.50 | \$24.50 | \$4,287.50 | \$25.00 | \$4,375.00 |
| 19 Erosion & Sediment Control | LS | 1 | \$745.00 | \$745.00 | \$785.00 | \$785.00 | \$1,000.00 | \$1,000.00 | \$1,500.00 | \$1,500.00 | \$800.00 | \$800.00 | \$600.00 | \$600.00 | \$3,000.00 | \$3,000.00 |
| 20 Mulching | AC | 0.4 | \$630.00 | \$252.00 | \$2,900.00 | \$1,160.00 | \$5,000.00 | \$2,000.00 | \$1,800.00 | \$720.00 | \$5,400.00 | \$2,160.00 | \$3,000.00 | \$1,200.00 | \$4,000.00 | \$1,600.00 |
| 21 Seeding | AC | 0.4 | \$630.00 | \$252.00 | \$2,900.00 | \$1,160.00 | \$5,000.00 | \$2,000.00 | \$915.00 | \$366.00 | \$5,400.00 | \$2,160.00 | \$3,000.00 | \$1,200.00 | \$4,000.00 | \$1,600.00 |
| 22 Contractor Construction Staking | LS | 1 | \$2,620.80 | \$2,620.80 | \$2,870.00 | \$2,870.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$2,500.00 | \$2,500.00 | \$3,100.00 | \$3,100.00 | \$3,200.00 | \$3,200.00 |
| 23 Mobilization | LS | 1 | \$6,162.00 | \$6,162.00 | \$15,310.00 | \$15,310.00 | \$19,000.00 | \$19,000.00 | \$8,500.00 | \$8,500.00 | \$9,000.00 | \$9,000.00 | \$6,000.00 | \$6,000.00 | \$6,500.00 | \$6,500.00 |
| | | Total | | \$193,096.86 | | \$186,576.20 | | \$174,522.89 | | \$183,150.72 | | \$192,552.37 | | \$220,034.97 | | \$169,328.60 |
| 5.1. Addendum A | | | knowledgme | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes |
| Addendum O | | | | Yes | | Yes | <u> </u> | Yes | | No | 1 | Yes | | Yes | | Yes |
| | | | Bidder's Qua | Yes Yes | | Yes Yes | <u> </u> | Yes Yes | { | Yes Yes | - | Yes Yes | | Yes Yes | | Yes Yes |
| | | | Statement Lidentity od E | Yes | | Yes | - | Yes | 1 h | Yes | 1 | Yes | } | Yes | | Yes |
| | | | w ledament | Yes | | Yes | | Yes | 1 | Yes | 1 | Yes | 1 | Yes | 1 | Yes |
| | Bid Bo | | | Yes | | Yes | | Yes | 1 | Yes | | | | Yes | | Yes |

REQUEST FOR BUDGET REVISION BOONE COUNTY, MISSOURI

12/19/02 EFFECTIVE DATE

FOR AUDITORS USE

| | | | | | | | | | | | 246- | |
|----|-----|-----|-----|---|----|-----|-----|---|-----------------|------------------|---------------|-------------|
| | | | | | | | | | | | (Use whole | \$ amounts) |
| | | | | | | | | | | | Transfer From | Transfer To |
| De | par | tme | ent | | Ac | cou | ınt | | Department Name | Account Name | Decrease | Increase |
| 2 | 0 | 4 | 5 | 7 | 1 | 1 | 0 | 0 | PW-D&C | Outside Services | | 100,000 |
| 2 | 0 | 4 | 5 | 8 | 6 | 8 | 0 | 0 | PW-D&C | Emergency | 100,000 | |
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Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Emergency road repair. Bank stabilization and road repair due to May flooding.

| Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO If not, please explain (use an attachment if necessary): Requesting Official |
|--|
| TO BE COMPLETED BY AUDITOR'S OFFICE A schedule of previously processed Budget Revisions/Amendments is attached. |
| M Unencumbered funds are available for this budget revision |
| Comments: 2045 energency speedshet attacked |
| Se se |

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

Revised 04 02

| 12/16/02 | PURCH | ASE REQUISITION | | * |
|---|--|---|---|-------------|
| DATE | BOONE | COUNTY, MISSOURI | D | EC 1 9 2002 |
| 8400 | Boone Construction Company | | | |
| VENDOR NO. | VENDOR NAME | PHONE # | | |
| NO. | ADDRESS | CITY | STATE ZIP 542-2002 | |
| | This field MUST be completed to demonstrate | UMENTATION be compliance with statutory bidding require 0, and the Purchasing Manual—Section 3 | ements. | |
| ☐ Emergency ☐ Written Quo ☐ <\$750 No Bit from a bid, ex | nter # below) • (amer # below) Procurement (enter # below) bes (3) attached (<\$750 to \$4,449) ds Required (enter bid # below if you are purchasing ven if this purchase is <\$750) il Services (see Purchasing Policy Section 3-103) | Transaction Not Subject To Bidding For Utility Travel Dues Refund Cooperative Agreement Other (Explain): | r The Following Reason: Training Pub/Subscriptions Required Gov Payment Agency Fund Distribution | |
| #84-12DEC0 (Enter App | 2 ollcable Bid / Sole Source / Emergency Number) | | | |

Ship To Department # 2045

Bill To Department # 2045

| D | epar | rtme | nt | | Account | | Account Item Description | | | | Account | | | | Account Item Description | | | | Item Description | Qty | Unit Price | Amount |
|---|------|------|----|--|---------|---|--------------------------|---|---|---|---------|---------------|---------------|--|--------------------------|--|--|--|------------------|-----|---------------|--------|
| 2 | 0 | 4 | 5 | | 7 | 1 | 1 | 0 | 0 | Harold Cunningham Road Slope Fallure Project | | 169328.6 0 | 169328.6 0 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | - | - | | _ | | | _ | | | | | | | | | | | | | | |
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| | | | | | | | | | | CLERK'S OFFICE | | | | | | | | | | | | |
| | _ | - | - | | _ | _ | <u> </u> | - | _ | *DO NOT UNSTAPLE THESE PAGES | | | | | | | | | | | | |
| | | | | | | | | | | *THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN T AUDITOR'S OFFICE. | | | | | | | | | | | | |
| | | | - | | - | - | - | - | - | | | | | | | | | | | | | |

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

Sand Mant 12/18/02
Requesting Official

Auditor Approval

542-2002

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the <u>Boone County Commission</u> (hereinafter referred to as the Owner), and Boone Construction Company (hereinafter referred to as the Contractor).

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

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

BID NUMBER 84-12DEC02
Harold Cunningham Road Slope Failure Project
PROJECT NO. 9712
BOONE COUNTY, MISSOURI

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

- 1. Notice to Bidders
- 2. Bid Response
- 3. Statement of Bidders Qualifications
- Instructions to Bidders
- 5. Bid Form
- 6. Anti-Collusion Statement
- 7. Signature and Identity of Bidder
- 8. Bidder's Acknowledgment
- 9. Insurance Requirements
- 10. Contract Conditions
- 11. Contract Agreement
- 12. Performance Bond
- 13. Labor & Material Payment Bond
- 14. General Specifications
- 15. Technical Specifications
- 16. Affidavit Prevailing Wage
- 17. State Prevailing Wage Rates
- 18. Boone County Standard Terms and Conditions
- 19. All applicable addenda

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

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount:

One hundred Sixty-nine thousand, Three hundred Twenty-Eight dollars and sixty cents (\$169,328.60)

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

| IN WITNESS WHEREOF, the parties hereto have si Columbia, Missouri. | gned and entered this agree | ment on $1224-0$ at |
|--|---|---------------------------------|
| (Date) | OWNER, BOONE OUNT | Y, MISSOURI |
| | By: A Don Stamper, Presiding | Commissioner |
| ATTEST: Wendy 5. Nove Wendy Norgn, County Clerk | CONTRACTOR: BOONE O | CONSTRUCTION COMPANY Signature |
| | By: <u>JERRY B.</u> Authorized Representative | |
| | Title: President | · |
| Approved as to Legal Form: | | |
| | | |
| John Patton | | |
| Boone County Counselor | | |
| AUDITOR OFFICIATION | | |
| AUDITOR CERTIFICATION In accordance with RSMo 50.660, I hereby cert exists and is available to satisfy the obligation contract is not required if the terms of the contract. | s) incurred by this contrac | t. (Note: Certification of this |
| time.) | | 2045-71100 - \$169,328.60 |
| Signature C. Pitchford Lyse | 12/19/02 | |
| Signature l'hyse | Date | Appropriation Account |
| | | |

NOTICE TO PROCEED

[-17-03]

DATE:

January 17, 2003

TO:

Boone Construction Co. Fax # 474-1222

ADDRESS:

P.O. Box 853

Columbia, MO 65205

PROJECT:

Bid Number 84 – 12 DEC 02

Harold Cunningham Road Slope Failure Project

You are hereby notified that the Contract Time under the above contract will commence on **January 21, 2003**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **60** working days.

All <u>inspections</u> for this project should be called in to the Design & Construction office at <u>449-8515</u>. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

Date: 1-17-03

John P. Watkins II

Project Development Manager

cc. County Clerk

Purchasing

Director

R.O.W. Department

Inspection Department

Project File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

ea.

December Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

 26^{th}

day of

December

20 02

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

Now on this day, the County Commission of the County of Boone does hereby award bid MM36 for Hot Bituminous Asphalt to the following per the recommendation of the Purchasing Department:

- APAC Missouri, Inc for all items responded to, and
- QPR, Division of Lafarge for Unique Paving Materials

It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 26th day of December, 2002.

Don Stamper

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

543-2002

MEMORANDUM

TO:

Boone County Comprission

FROM:

Marlene Ridgway

RE:

MM36 - Hot Bituminous Asphalt

DATE:

December 13, 2002

The Mid-Missouri Public Purchasing Cooperative, consisting of Boone County, City of Columbia and the City of Centralia has reviewed the responses received from the above referenced bid and recommend a multi-vendor award. We recommend awarding APAC all items responded to. We also recommend awarding to QPR, Division of LaFarge for Item 3 B the high performance cold patch. This is a term and supply contract that will run from January 1, 2003 through December 31, 2003.

The bid tabulation is attached.

BID TABULATION MM36 - HOT BITUMINOUS ASPHALT

| IVIIVI | 36 - HOT BITUWINOUS | ASPHALI | | ANALYSIS | PER TON D | ELIVERED | |
|--------|---|--------------|-------------------------------------|-------------------------------------|-------------------------------------|--|--|
| | | Vendor | APAC | APAC | APAC | APAC | = APAC |
| | , | APAC | Delivered Price per ton B mix | Delivered Price per ton C mix | Delivered Price per ton D mix | Delivered Price per ton Cold Mix A | Delivered Price per ton Cold Mix B |
| 1 | Plant Mixed Hot Asphalt, F.O.B. Plant | Cost Per Ton | 999999999 | | | | |
| A | , "B" Mix | \$26.00 | 888888 | | | | |
| В | "C" Mix | \$26.00 | | | | | |
| C | "D" Mix | \$26.00 | 88888 | | | | |
| 2 | Delivery costs, additional to F.O.B. prices above: NW Quadrant | | 80000000000 | | | | |
| | Zone 1 | \$1.77 | \$ \$27.77 | \$27.77 | \$27.77 | \$41.77 | \$76.77 |
| | Zone 2 | \$1.94 | \$27.94 | \$27.94 | \$27.94 | \$41.94 | \$76.94 |
| | Zone 3 | \$2.55 | \$28.55 | \$28.55 | \$28.55 | \$42.55 | \$77.55 |
| | Zone 4 | \$3.25 | \$29.25 | \$29.25 | \$29.25 | \$43.25 | \$78.25 |
| | Zone 5 | \$3.80 | \$29.80 | \$29.80 | \$29.80 | \$43.80 | \$78.80 |
| | NE Quadrant | ψ5.50 | φ20.00 | Ψ20.00 | Ψ20.00 | ψ10.00 | Ψ, σ.σσ |
| | Zone 1 | \$1.77 | \$ \$27.77 | \$27.77 | \$27.77 | \$41.77 | \$76.77 |
| | Zone 2 | \$1.94 | \$27.94 | \$27.94 | \$27.94 | \$41.94 | \$76.94 |
| | Zone 3 | \$2.55 | \$28.55 | \$28.55 | \$28.55 | \$42.55 | \$77.55 |
| | Zone 4 | \$3.48 | \$29.48 | \$29.48 | \$29.48 | \$43.48 | \$78.48 |
| | Zone 5 | \$3.98 | \$29.98 | \$29.98 | \$29.98 | \$43.98 | \$78.98 |
| | SW Quadrant | 40.00 | 0000 | V =2.22 | •==== | * | , |
| | Zone 1 | \$3.09 | \$29.09 | \$29.09 | \$29.09 | \$43.09 | \$78.09 |
| | Zone 2 | \$3.36 | \$29.36 | \$29.36 | \$29.36 | \$43.36 | \$78.36 |
| | Zone 3 | \$3.98 | \$29.98 | \$29.98 | \$29.98 | \$43.98 | \$78.98 |
| | Zone 4 | \$4.63 | \$30.63 | \$30.63 | \$30.63 | \$44.63 | \$79.63 |
| | Zone 5 | \$5.25 | \$31.25 | \$31.25 | \$31.25 | \$45.25 | \$80.25 |
| | SE Quadrant | | | | | | |
| | Zone 1 | \$2.40 | \$28.40 | \$28.40 | \$28.40 | \$42.40 | \$77.40 |
| | Zone 2 | \$2.84 | \$28.84 | \$28.84 | \$28.84 | \$42.84 | \$77.84 |
| | Zone 3 | \$3.89 | \$29.89 | \$29.89 | \$29.89 | \$43.89 | \$78.89 |
| | Zone 4 | \$4.48 | \$30.48 | \$30.48 | \$30.48 | \$44.48 | \$79.48 |
| | Zone 5 | \$5.09 | \$31.09 | \$31.09 | \$31.09 | \$45.09 | \$80.09 |
| | | | 11 | tal Quaries, | | | |
| 3 | Cold Mix Asphalt | APAC | Holt S | ummit | | | |
| Α | agent. Approximately 400 | \$40.00 | NB | | | | |
| В | Cost per ton at Plant UPM Cold Mix (Unique Paving Materials) Approximately 500 tons Cost per ton at Plant | \$75.00 | \$64.50 | | | | |
| Coop | erative | Yes | Yes | | | | |
| | erative ery Date | 72 hours | 24 hours | | | | |
| Delivi | by Date | 12 HOUIS | 24 HUUIS | | | | |

Commission Order # 543-2002

PURCHASE AGREEMENT FOR HOT BITUMINOUS ASPHALT

THIS AGREEMENT dated the 26 day of, 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and QPR, Division of LaFarge, 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 agreement for Hot Bituminous Asphalt, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Hot Bituminous Asphalt, bid number MM36, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by John Buchanan). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the office of the Boone County Clerk and/or Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
- Basic Services The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Item 3B — QPR, high performance cold patch, when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
- Delivery Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
- 4. Billing and Payment All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. 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. **Contract Duration -** The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending December 31, 2003.
- 6. **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.
- 7. **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

| Commission Orde | r# |
|-----------------|----|
|-----------------|----|

specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- 8. **Termination -** This agreement may be terminated by the County upon ten 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
 - County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, 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.

| QPR, DIVISION OF LAFARGE | BOONE COUNTY, MISSOURI |
|---|-------------------------------------|
| by | by: Boone County Commission |
| title | Un Dame |
| | Don Stamper, Presiding Commissioner |
| APPROVED AS TO FORM: | ATTEST: |
| | Wendy 5. None |
| County Counselor | Wendy S. Noren, County Clerk |
| AUDITOR CERTIFICATION | |
| In accordance with RSMo 50.660, I hereby certify | |
| balance exists/and is available to satisfy the obligation of this contract is not required if the temeasurable county obligation at this time.) | |
| | Term/Supply |
| Mo enumbrance required Signature August | 12/17/02 2040-26000 |
| Signature (Ayre | Date Appropriation Account |

PURCHASE AGREEMENT FOR HOT BITUMINOUS ASPHALT

THIS AGREEMENT dated the day of day o

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 agreement for Hot Bituminous Asphalt, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Hot Bituminous Asphalt, bid number MM36, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Timothy B. Paulson, Vice President). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the office of the Boone County Clerk and/or Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
- Basic Services The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Hot Bituminous Asphalt when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
- 3. **Delivery -** Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
- 4. Billing and Payment All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. 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. **Contract Duration -** The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending December 31, 2003.
- 6. **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.
- 7. **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

| Commission Order #_ | |
|---------------------|--|
|---------------------|--|

specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- 8. **Termination -** This agreement may be terminated by the County upon ten 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
 - County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

| APAC Missouri, inc. | BOONE COUNTY, MISSOURI |
|---|---|
| by | by: Boone County Commission |
| title | MATSIAMED. |
| | Don Stamper, Presiding Commissioner |
| APPROVED AS TO FORM: | ATTEST: |
| / / VV | Wendy J. Nom |
| County Counselor | Wendy S/ Noren, County Clerk |
| AUDITOR CERTIFICATION In accordance with RSMo 50.660, I hereby certify to balance exists and is available to satisfy the obligation of this contract is not required if the temeasurable county obligation at this time.) | tion(s) incurred by this contract. (Note: |
| Ald eneumbrance lequied Signature Chiphe | Term/Supply 2/17/03 2040-26000 |
| Signature Chippe | Date Appropriation Account |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the November Adjourned

Term. 20 02

County of Boone

Boone

In the County Commission of said county, on the

26th

day of

December

20 02

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

Now on this day, the County Commission of the County of Boone does hereby award bid 87-10DEC02 for Waste Collection Services to Superior/Onyx. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 26th day of December, 2002.

Don Stamper

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Boone County Purchasing

Marlene Ridgway Buyer



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

544-2002

MEMORANDUM

TO:

Boone County Commission

FROM:

Marlene Ridgway M

RE:

87-10DEC02 - Waste Collection Services

DATE:

December 17, 2002

We received one response to the above reference bid. The Sheriff's Department, Juvenile Justice Center, Facilities Maintenance and Public Works and I reviewed the response and recommend award to Superior/Onyx. In comparing the rates bid with the rates we have been paying there is no significant change. This is a term and supply contract. The bid tabulation is attached for your reference.

Bid Tabulation 87-10DEC02 - Waste Collection Services

| | | Superior/Onyx | | | | | | |
|-------|--------------|---------------|----------|----------|----------|----------|----------|----------|
| 4.7 | Cont. Size | Bi-weekly | 1 time | 2 times | 3 times | 4 times | 5 times | 6 times |
| 4.7.1 | 1 Cubic Yd. | \$30.00 | \$37.00 | \$47.00 | \$62.00 | \$79.00 | \$93.00 | \$130.00 |
| 4.7.2 | 2 Cubic Yd. | \$38.00 | \$46.00 | \$60.00 | \$77.00 | \$90.00 | \$110.00 | \$150.00 |
| 4.7.3 | 3 Cubic Yd. | \$46.00 | \$58.00 | \$75.00 | \$92.00 | \$117.00 | \$140.00 | \$200.00 |
| 4.7.4 | 4 Cubic Yd. | \$58.00 | \$67.00 | \$90.00 | \$116.00 | \$136.00 | \$165.00 | \$235.00 |
| 4.7.5 | 6 Cubic Yd. | \$67.00 | \$89.00 | \$105.00 | \$135.00 | \$150.00 | \$190.00 | \$265.00 |
| 4.7.6 | 8 Cubic Yd. | \$89.00 | \$105.00 | \$120.00 | \$150.00 | \$180.00 | \$240.00 | \$300.00 |
| 4.7.7 | 10 Cubic Yd. | \$100.00 | \$120.00 | \$135.00 | \$190.00 | \$220.00 | \$300.00 | \$340.00 |

% Incr 2nd/3rd term

3%

SERVICE AGREEMENT FOR WASTE COLLECTION SERVICES

DEC 1 8 2002

THIS AGREEMENT dated the day of day o

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 Service Agreement For Waste Collection Services, County of Boone Request for Bid for Waste Collection Services, bid number 87-10DEC02 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated November 25, 2002 and executed by Chuck Moore 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 Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.
- 2. **Contract Duration** This agreement shall commence on the date written above and shall expire December 31, 2003 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.
- 3. **Purchase/Service** The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Waste Collection Services 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, for the unit prices quoted.
- 4. **Delivery** Contractor agrees to provide the services as required by the bid specifications and as needed by the County of Boone.
- 5. *Billing and Payment* All billing shall be invoiced to the individual departments on a monthly basis after all work has been completed for unit prices provided in the bid response and duration for each service described in the bid specifications. 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.

- 6. **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.
- 7. **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.
- 8. **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
 - 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.

| SUPERIOR/ONYX | BOONE COU | NTY, MISSOURI |
|---|------------------|--|
| title Sals My - address Box 1883 | Nm | bunty Commission Presiding Commissioner |
| | | |
| APPROVED AS TO FORM: | ATTEST: | |
| | Windy | J. Non |
| County Counselor | County Clérk | 和 |
| AUDITOR CERTIFICATION | | |
| In accordance with RSMo 50.660, I hereby certify to balance exists and is available to satisfy the obligan Certification of this contract is not required if the te | tion(s) incurred | d by this contract. (Note: |
| measurable county obligation at this time.) | | 1251/2040/1242/ |
| no encumbrance lequired | 12/19/02 | 6100-48400 Term/Supply |
| Signature 0 hyse | Date | Appropriation Account |

Boone County Purchasing

Debbie CrutchfieldOffice Specialist



601 E.Walnut-Room 209 Columbia, MO 65201 (573) 886-4394 Fax (573) 886-4390 Email: dcrutchfield@boonecountymo.org

October 15, 2003

Chuck Moore Superior/Onyx Box 1883 Columbia, MO 65205



RE: 87-01DEC02- Waste Collection Services

Dear Mr. Moore:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated October 7, 2003, you agree to renew the contract under the same terms and conditions as the original contract with a 3% increase over last year's prices. This contract renewal date will cover through December 31, 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield Office Specialist

Cc Public Works

Bid File

Clerk's File #7566

Auditor

Boone County Purchasing

Heather Turner, CPPB Buyer



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

Fax: (573) 886-4390

Email: hturner@boonecountymo.org

November 5, 2004

Chuck Moore Superior/Onyx PO Box 1883 Columbia, MO 65205

RE: 87-10DEC02 Waste Collection Services

Dear Mr. Moore:

The County of Boone wishes to renew the above referenced contract. Confirming your renewal letter dated November 4, 2004, you agree to renew the contract under the same terms and conditions as set in the original bid with a 3% increase over last year's prices. The contract renewal period will cover January 1, 2005 through December 31, 2005.

Should you have any questions, please contact me.

Sincerely,

COPY

Heather Turner, CPPB Buyer

Cc: Elaine Goodwin, Public Works

Diana Manlove, Auditor County Clerk's File

Bid File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

ea.

December Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

 26^{th}

day of

December

20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to name an unnamed road which is currently privately owned and maintained to Lost Cabin Road, as described in the attached documentation.

Done this 26th day of December, 2002.

Don Stamper

Presiding Commissioner

ATTEST:

Wendy S./Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

LOST CABIN ROAD

Request to name an unnamed roadway, that is currently privately owned and maintained, to LOST CABIN ROAD. Said road being in Section 13, Township 46 North, Range 13 West; beginning on the north side of Calvin Drive approximately 6600 feet west of the intersection of Highway M and Calvin Drive and running in a north-northwesterly direction for approximately 5100 feet; further shown on surveys recorded in Book 1936, Page 989 and Book 1954, Page 417 of the Boone County Records.

PETITION TO NAME A ROAD IN BOONE COUNTY

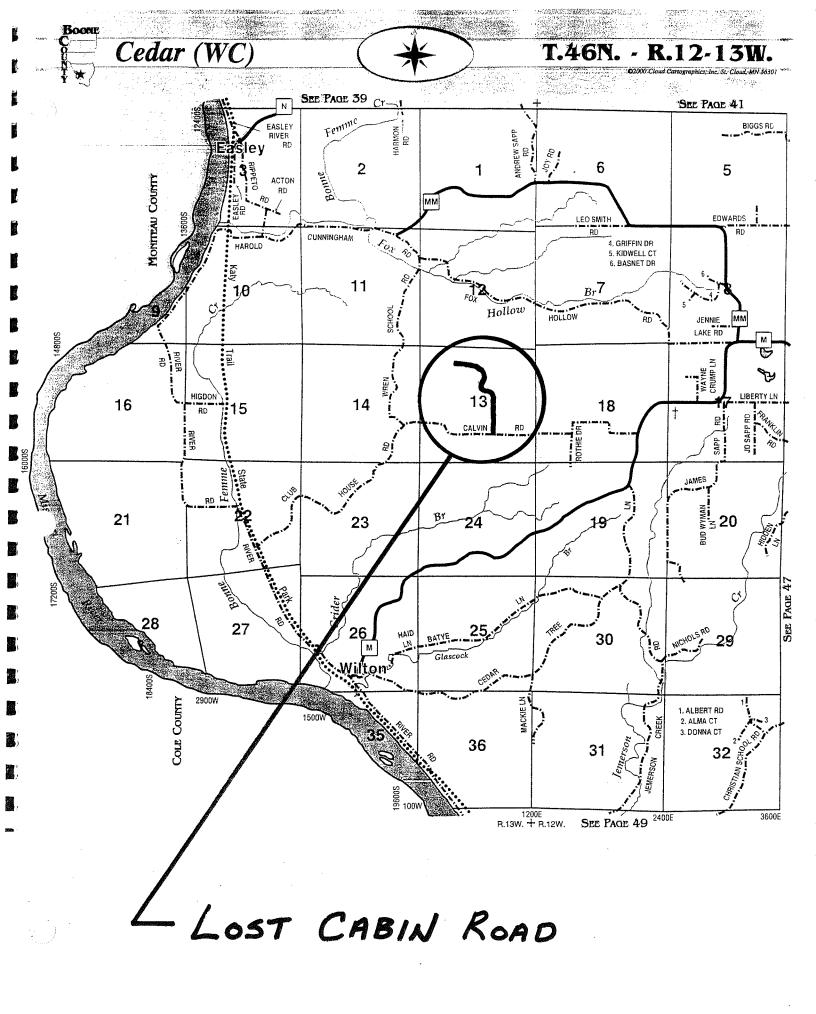
We the undersigned property owners who front on a private unnamed road request that the Boone County Commission name this road to OST CABIN ROAD Said road is located in Section 13 Township 46 North, Range 13 West As SHOWN ON SURVERS WERS 1854, 1854, 1854, 1863 1983 1989-990 **Print Name** Address & Signature Date Property owner(s) Telephone Wren School Rd 14881 HARTSBAAL WREN SCHOOL RO HOWARD ALISO VIETO, CA 927

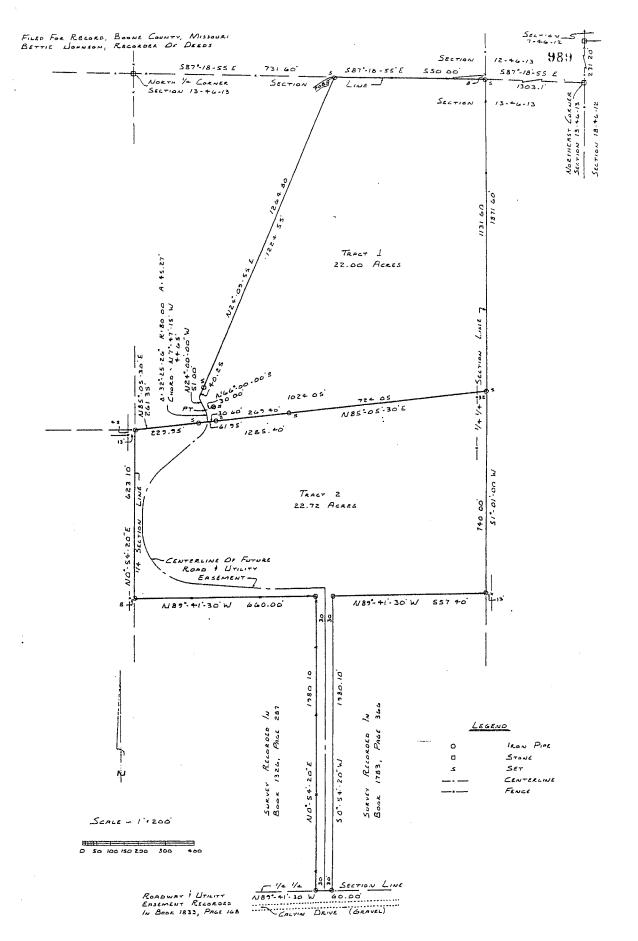
Please return to:

Boone County Planning & Building Inspections
Boone County Government Center

801 E. Walnut Rm 210 Columbia, MO 85201 886-4330

| Post-it® Fax Note | 7671 | Date | # of pages } |
|-------------------|------|---------|--------------|
| TO CARL FREIL | LING | From R. | R0055 |
| Co./Dept. | | Co. B.C | PLANNING |
| Phone # | | Phone # | |
| Fax# | | Fax# | |





| 417 | 1 | | | | | | |
|--|---|--|--|---|--|---------------------|--|
| | S87:31:30°E /34.2 20° | 587-31-30°E | 1342.20' | SECTION | 12 - 46 - 13 | | |
| · | Secrious 13-60-15 Secrious 13-60-15 Secrious Line Secrious Line | TRACT 1 | 7572.20 553.00 TRACT 2 10.00 ALRES 7.01 | 20. 50 | E 587°-18'-55"E 731.60' NORTH VA CORNER 516-710N 13-44-13 TRACT 3 15-71 Acers | 587-18-55'E | 25 000 L |
| \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | Section 13-46-18 Section 13-46-18 1825-20 | 30.02 5.02 5.02 5.03 5.03 5.03 5.03 5.03 5.03 5.03 5.03 | 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | 30.05 - 10.05 | | SCALL - 1" - 1 | amery riche sy man a |
| | - V4 V4 | TRACT 4 TRA | | 554*-10'- 30 5: | 21 - 00 : 00 : 00 : 00 : 00 : 00 : 00 : 0 | R. RO GO. A. 15 27' | |
| : | N88-31- 50 W 1339 90 | N 88°-31-50 W | /339 90' | | 585-05-30 W | بالم | - |
| ! | | As PEA THE FENDO INSURANCE RATI | MAR. COMMUNITY | in Line | EASEMENT | D £ | IRON PIPE STONE LXISTING CENTIRLINE |
| | | PANCE NUMBER 270014 0200 8 DAY THIS TRACT IS NOT WITHIN ANY I HORARD AREA | rea LUNT, 15 1983. | 74 Sec. 10 | TRACT 2 OF SHAVEY RECORDS. BOOK 1936, PAGE 989 | 0 /N | FRACE |

546-2002

CERTIFIED COPY OF ORDER

958

STATE OF MISSOURI

ea.

December Session of the November Adjourned

Term. 20 ()2

County of Boone

In the County Commission of said county, on the

26th

day of

December

20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the following:

Whereas, the County has examined, constructed within their appropriate 50-foot rights-of-way as dedicated on the final plat of Crestwood Hills Subdivision, recorded in Plat Book 10, Page 111, and a Lot rearrangement being recorded in and Book 30, Page 44 of the Boone County, Missouri records, and

Whereas, the county finds that the above described roads have been constructed in accordance with plans approved by the Boone County Public Works Department and in compliance with Boone County Roadway Regulations as attested by the Roadway Maintenance Acceptance Certificate for said roadways,

Now therefore it is ordered, that the County Commission authorizes the Presiding Commissioner to sign the Roadway Maintenance Acceptance Certificate for said roads on behalf of the County Commission and further assumes responsibility for the maintenance and control of these roads from and after the date of this order, and

It is also ordered, that this order be certified by the County Clerk and be recorded in the Office of the Recorder of Deeds.

Done this 26th day of December, 2002.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Don Stamper

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

County of Boone

Wendy S. Noren

Clerk County Commission

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our id County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

| Columbia, Missouri, this the | e26th | da | y ofDecember |
|------------------------------|-------|----|--------------|
| • | 1,0 | | |

Roadway Waintenance -

In the Matter of

November Term, 20 02

of BOONE COUNTY COMMISSION, Made at

Shawna M. Nictor

ACKNOWLEDGMENT

State of Missouri }
County of Boone }

On this 26th day of December 2002, before me, a Notary Public in and for the state of Missouri, personally appeared Don Stamper, Karen M. Miller, and Skip Elkin, who upon their oath and upon being duly sworn, did state, affirm and acknowledge that they are the Commissioners composing the County Commission of the County of Boone, a political subdivision of the State of Missouri, that they have executed the within Order of Acceptance of Road as County Road on behalf of said County as the free act and deed of said County, for the purposes therein stated and pursuant to the authority vested in them to execute said within instrument as Commissioners of said County, that said within instrument is binding in all respects upon said County, and that said county is duly empowered by law to accept the road described in the said within instrument as county road by means of the said within instrument.

SHAWNA M. VICTOR Notary Public - Notary Seal State of Missouri County of Boone My Commission Expires October 14, 2005

Shawna M. Victor- Notary Public

SEAL

My Commission Expires: 14 October 2005



Recorded In Boone County, Missouri
Date and Time: 12/26/2002 at 02:48:02 PM

Instrument #: 2002040466 Book: 02088 Page: 0957

First Grantor: BOONE COUNTY COMMISSION First Grantee: CRESTWOOD HILLS SUB

Instrument Type: ODR

Recording Fee: \$29.00

Bettle Johnson, Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE **BOONE COUNTY, MISSOURI** EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bettie Johnson Recorder of Deeds 801 E Walnut, Room 132 Columbia, Missouri 65201 573-886-4345

ROADWAY MAINTENANCE ACCEPTANCE CERTIFICATE

Subdivision Name: Crestwood Hills Subdivision recorded in Plat Book 10, Page 111,

and a Lot rearrangement being recorded in and Book 30, Page 44.

Road Names: Montgomery Drive (partial), Murphy Drive, Tully Court, Crest

Court and Irvin Loop

Montgomery Drive (partial) is a 1047–foot long northerly Description of Roadways: extension of Montgomery Drive as accepted by Commission Order number 378 dated 18, August, 1998; Murphy Drive runs easterly from the east edge of the pavement for Clearview Road a distance of 1252 feet, with it's centerline intersecting the centerline of Montgomery Drive after the first 676 feet at 469 feet south of the north end of Montgomery Drive, and then intersecting the centerline of Irvin Loop after another 444 feet: The centerline of Tully Court runs east from the east edge of the pavement for Montgomery Drive at 155 feet south of the north end of Montgomery Drive, for a distance of 447 feet including a 38-foot radius Cul-De-Sac at its east end; The centerline of Crest Court runs east from the east edge of the pavement for Montgomery Drive at 286 feet south of the centerline intersection of Montgomery and Murphy Drives, for a distance of 188 feet including a 38-foot radius Cul-De-Sac at its east end; and the centerline of Irvin Loop runs east from the east edge of Montgomery Drive at 292 feet south of the west end centerline of Crest Court, for a distance of 390 feet, then through a 90° curve to the north aa7 feet and north 509 feet to the south edge of Murphy Drive at the afore mentioned location.

These roads are all Portland Cement concrete streets, 30 feet wide with integral rollback curbs, and were constructed in the Northwest 1/4 of Section 25, Township 49 North, Range 13 West, within their appropriate 50-foot rights-of-way as shown and dedicated on said plats of Crestwood Hills Subdivision and in accordance with plans prepared by Crockett Engineering Consultants in compliance with Boone County Roadway Regulations and approved by the Boone County Public Works Department,

Variances: None

Other Comments: All roadway curb intersections are made with 20-foot radius roundings,

as are the Cul-De-Sac connections to their streets.

The above roadways are hereby accepted by the County for maintenance.

David W. Mink, Director of Public Works

Approved by County Commission:

Daic



Boone County Public Works

Memorandum

| Date: December 1, 2002 | Date: December | 19 | , 2002 |
|------------------------|----------------|----|--------|
|------------------------|----------------|----|--------|

To: Don Stamper, Presiding Commissioner

Karen M. Miller, Associate Commissioner, District I Ship Elkin, Associate Commissioner, District II

From: David W. Mink, Director of Public Works

Subject: Acceptance of roads in Crestwood Hills Subdivision, Lot Line Rearrangement

Attached is a Roadway Maintenance Acceptance Certificate for Montgomery Drive (partial), Crest Court, Tully Court, Irvin Loop and Murphy Drive, all Portland Cement concrete streets, 30 feet wide with integral rollback curbs, and were constructed in the Northwest 1/4 of Section 25, Township 49 North, Range 13 West, within their appropriate 50-foot rights-of-way as shown and dedicated on said plats of Crestwood Hills Subdivision and in accordance with plans prepared by Crockett Engineering Consultants in compliance with Boone County Roadway Regulations and approved by the Boone County Public Works Department, and described on the attached Roadway Maintenance Acceptance Certificate.

These roads were built by Emery Sapp & Sons, and others; and were constructed in accordance with plans prepared by Crockett Engineering Consultants, and in compliance with Boone County Roadway Regulations and approved by the Boone County Public Works Department.

Appropriate Road Construction Permits were obtained, and The Boone County Public Works Department inspected these roadways throughout the construction process.

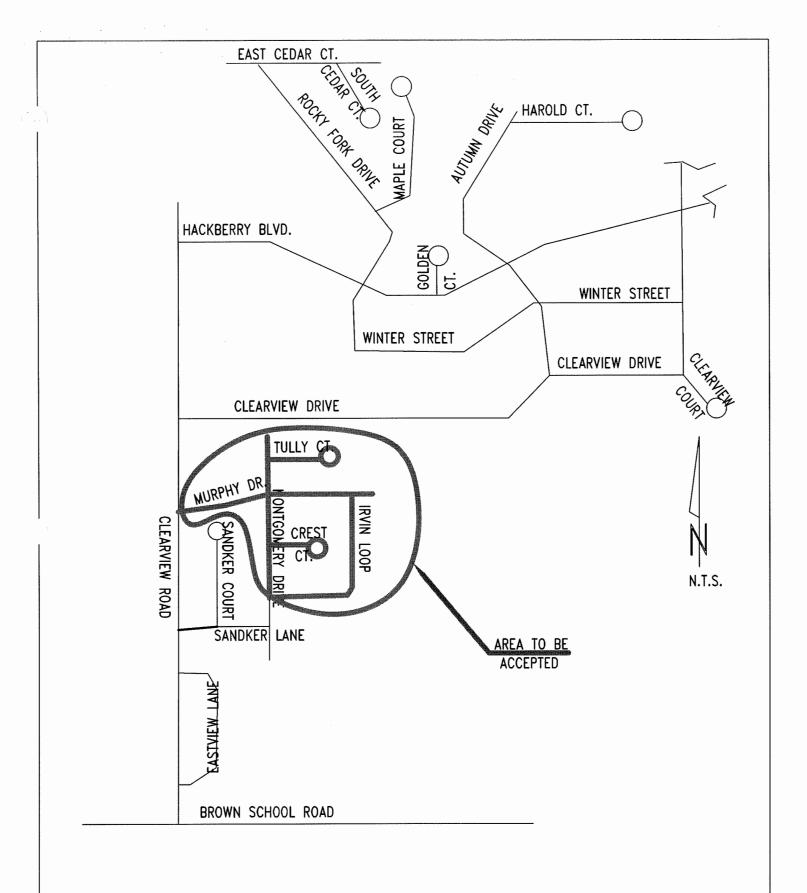
The Boone County Public Works Department, recommends that the Commission authorize the Presiding Commissioner to sign the ROADWAY MAINTENANCE ACCEPTANCE CERTIFICATE for Montgomery Drive (partial), Crest Court, Tully Court, Irvin Loop and Murphy Drive within the area of Crestwood Hills Subdivision, and accept the roads for county maintenance, all as detailed within the attached and proposed ORDER OF ACCEPTANCE OF ROADS AS COUNTY ROADS. If you concur with this recommendation, please make a motion to that effect.

c: Natalie Eichor

Stan Shawver

Road Files

Subdivision File



CRESTWOOD HILLS SUBDN. LOCATION MAP N.T.S.

CERTIFIED COPY OF ORDER

962

STATE OF MISSOURI

ea.

December Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

 26^{th}

day of

December

20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the following:

Whereas, the County has examined the westerly 121-foot long section of Trade Center Drive, constructed within its appropriate right-of-way as dedicated on the final plat of I-70 Trade Center Plat 2, recorded in Plat Book 36, Page 11, of the Boone County, Missouri records, and

Whereas, the county finds that the above described road has been constructed in accordance with plans approved by the Boone County Public Works Department in compliance with Boone County Roadway Regulations as attested by the Roadway Maintenance Acceptance Certificate for said roadway,

Now therefore it is ordered, that the County Commission authorizes the Presiding Commissioner to sign the Roadway Maintenance Acceptance Certificate for this section of Trade Center Drive, on behalf of the County Commission and further assumes responsibility for the maintenance and control of this road from and after the date of this order, and

It is also ordered, that this order be certified by the County Clerk and be recorded in the Office of the Recorder of Deeds.

Done this 26th day of December, 2002.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Don Stamper

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

| STATE OF MISSOURI County of Boone | ss. | | ĭ | Wendy S. Nore | n | 547 96 3 |
|-----------------------------------|-----------------|--------------------|-----------------------|------------------------|------------------|-----------------------|
| of the County Commis | sion, in and sa | id County, here! | by certify the above | | | |
| id County Commissi | ion, on the day | and year above | e written, as the san | ne appears of record | n my office. | - |
| I | N TESTIMON | Y WHEREOF, I | have hereunto set my | y hand and affixed the | seal of said Com | mission, at office in |
| | Columbia, N | Aissouri, this the | 26th | 1 12 d 7 V | ay ofDecen | iber |
| • | 20 02 | | (| Wonder J. X | lale | |
| 4 . | | | Wendy S. | Noren | Clerk County | Commission |

Shawna M. Victor

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

November

In the Matter of
Roadway Waintenance
I-70 Trade Center Drive

No. 547-2002

State of Missouri }
County of Boone }

On this 26th day of December 2002, before me, a Notary Public in and for the state of Missouri, personally appeared Don Stamper, Karen M. Miller, and Skip Elkin, who upon their oath and upon being duly sworn, did state, affirm and acknowledge that they are the Commissioners composing the County Commission of the County of Boone, a political subdivision of the State of Missouri, that they have executed the within Order of Acceptance of Road as County Road on behalf of said County as the free act and deed of said County, for the purposes therein stated and pursuant to the authority vested in them to execute said within instrument as Commissioners of said County, and that said county is duly empowered by law to accept the road described in the said within instrument as county road by means of the said within instrument.

SHAWNA M. VICTOR
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires October 14, 2005

Shawna M. Victor- Notary Public

SEAL

My Commission Expires: 14 October 2005



Recorded in Boone County, Missouri

Date and Time: 12/26/2002 at 02:51:30 PM

Instrument #: 2002040467 Book:02088 Page:0961

First Grantor: BOONE COUNTY COMMISSION First Grantee: I-70 TRADE CENTER PLAT 2

Instrument Type: **ODR** Recording Fee: **\$29.00**

Bettle Johnson, Recorder of Deeds Wssour

RECORDER OF DEEDS CERTIFICATE BOONE COUNTY, MISSOURI EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bettie Johnson Recorder of Deeds 801 E Walnut, Room 132 Columbia, Missouri 65201 573-886-4345

ROADWAY MAINTENANCE ACCEPTANCE CERTIFICATE

| Subdivision Name: | I-70 Trade Center Plat 2, recorded in Plat Book 36, Page 11. |
|--|--|
| Road Name: | Trade Center Drive |
| Description of Roadway: | Trade Center Drive Cul De Sac is a 121-foot long and 40-foot wide Asphaltic Concrete extension of Trade Center Drive with concrete curb and gutter along both sides and around a 45-foot radius culde-sac offset 19 feet south of the centerline of said extension and included within the 121 feet. |
| North, Range 11 West, within said I-70 Trade Center Plat 2 | the north 1/2 of the Southwest 1/4 of Section 7, Township 48 n it's appropriate right-of-way as shown and dedicated on the plat of and in accordance with plans prepared by A Civil Group in nty Roadway Regulations and approved by the Boone County Public |
| Variances: | None |
| Other Comments: | None |
| The above roadway is hereby | y accepted by the County for maintenance. |
| David W. Mink – Director o | Public Works 12/17/02 Date |
| Approved by County Comm | ission: 12-24-9 |
| Don Stamper - Presiding Co | mmissioner Date |



Boone County Public Works

Memorandum

Date:

December 19, 2002

To:

Don Stamper, Presiding Commissioner

Karen M. Miller, Associate Commissioner, District I Skip Elkin, Associate Commissioner, District II

From:

David W. Mink – Director of Public Works

Subject:

Acceptance of Cul-De-Sac in I-70 Trade Center Subdivision

Attached is a Roadway Maintenance Acceptance Certificate for Cul-De-Sac at the west end of Trade Center Drive, located in the Northeast 1/4 of Section 7, Township 48 North, Range 11 West, in Boone County and constructed within it's appropriate right-of-way dedicated on the final plat of the I-70 Trade Center Plat 2, recorded in Plat Book 36, Page 11, of the Boone County, Missouri records.

Trade Center Drive Cul De Sac is a 121-foot long and 40-foot wide Asphaltic Concrete extension of Trade Center Drive with concrete curb and gutter along both sides and around a 45-foot radius cul-desac offset 19 feet south of the centerline of said extension and included within the 121 feet.

This extension was built by Capital Railroad Contracting, Inc., and was constructed in accordance with plans prepared by A Civil Group, and in compliance with Boone County Roadway Regulations and approved by the Boone County Public Works Department.

Appropriate Road Construction Permits were obtained, and The Boone County Public Works Department inspected these roadways throughout the construction process.

The Boone County Public Works Department, recommends that the Commission authorize the Presiding Commissioner to sign the ROADWAY MAINTENANCE ACCEPTANCE CERTIFICATE for this extension of Trade Center Drive, and accepts the road, for county maintenance, all as detailed within the attached and proposed ORDER OF ACCEPTANCE OF ROAD AS COUNTY ROAD. If you concur with this recommendation, please make a motion to that effect.

c: Stan Shawver

Shawna Victor

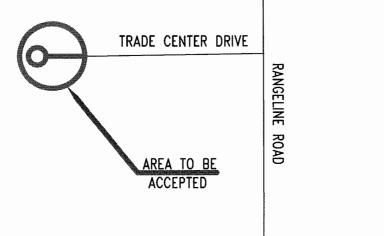
Subdivision File

Road File

STATE ROUTE



INTERSTATE HIGHWAY 70



I-70 TRADE CENTER-PLAT 2
LOCATION MAP N.T.S.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

ea.

December Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

 26^{th}

day of

December

20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the contract between the Boone County Regional Sewer District and the County of Boone pending the approval of the 2003 Budget by the Boone County Commission. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 26th day of December, 2002.

ATTEST:

Wendy S./Noren

w

Clerk of the County Commission

Don Stamper

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner



Boone County Regional Sewer District

1314 North 7th Street Columbia, Missouri 65201-3902 (573) 443-2774

January 22, 2003

Alison Anderson Boone County Public Works 5551 Hwy 63 South Columbia, MO 65201

RE: 2003 Agreement for Sewer Services

Dear Ms. Anderson,

Enclosed is your fully executed copy of the Agreement for Services for 2003.

Thank you for acting on this in a timely manner. We look forward to working together for another year.

Yours truly,

Lesley Oswald Assistant Manager

c: File

COPY

WASTEWATER OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated the Accounty of December 2003, by and between the County of Boone, Missouri, a political subdivision of the State of Missouri, herein "County," and Boone County Regional Sewer District, a sewer district organized pursuant to the provisions of Chapter 204 RSMo, herein "District."

WITNESSETH:

WHEREAS, County desires to enter into an agreement with the District under which District will provide for the operation and maintenance of the County wastewater treatment facility consisting of a single cell lagoon located at the Boone County Public Works (BCPW) Department Building together with necessary testing and regulatory compliance and emergency services for system collection lines.

WHEREAS, District is agreeable to provide the above services in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, both parties are empowered to contract for the common services provided for herein and desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the performance of the mutual agreements and promises hereinafter contained, the parties agree to the following:

- DISTRICT SERVICES: District agrees to provide the following services to
 County under the terms and conditions of this agreement:
- 1.1 Wastewater Treatment Facility Operation and Maintenance District agrees to operate and maintain the County Wastewater Treatment Facility consisting of a single cell lagoon. Operation and maintenance services shall include the following:
 - (a) Provide routine weekly visits from April 1 to October 31 to ensure correct dosage of

chlorine;

- (b) Provide chlorine tablets;
- (c) Conduct and record weekly Total Residual Chlorine (TRC) tests;
- (d) Report results of weekly TRC sampling and testing to BCPW on a monthly basis;
- (e) Measure Dissolved Oxygen and pH weekly from April 1 to October 31 and monthly from November 1 to May 31;
- (f) Provide routine monthly visits from November 1 to May 31;
- (g) Obtain a monthly wastewater sample;
- (h) Analyze monthly sample for flow and fecal coliform for the months of April through October;
- (i) Report results of monthly sampling to BCPW;
- (j) Provide the Missouri Department of Natural Resources with the Annual Monitoring Report, which will include Biochemical Oxygen Demand, Total Suspended Solids, pH, Flow, Fecal Coliform, and Total Residual Chlorine;
- (k) Forward copies of Annual Monitoring Reports to the BCPW Department; and
- (1) Provide required sample testing of lagoon when lagoon is discharging in accordance with 2003 District Labor, Equipment and Laboratory Testing rate schedule and file necessary reports and maintain necessary records required by the Department of Natural Resources and other regulatory agencies.
- 1.2 Limitations of Services and Emergency Services The parties understand and agree that District assumes no liability or responsibility for the upkeep, maintenance or repair of any collection lines or other facilities not specifically mentioned in paragraph 1.1 above; the parties agree that as between the parties, the liability for claims of damages resulting from

malfunction, disrepair or lack of maintenance of County's sanitary sewer facilities not directly attributable to District activities performed under this agreement shall be the sole responsibility of County and shall be subject to County's indemnification of District as provided in paragraph 7 of this agreement. District agrees to provide emergency repair services as needed on lagoon on a time and material basis to the extent District personnel can be made available to perform such services without disrupting scheduled work and emergency services required for normal District operations and customer service. It is understood and agreed that District may subcontract any or all of such work at the expense of the County.

- 1.3 Other Work District agrees to provide other work not described above as is necessary to operate and maintain the County sewage treatment facility on a time and material basis or by subcontract to the extent District personnel are available to perform such work in the sole judgement of the District Manager and to the extent County agrees to pay for such work by written agreement or confirmation or by other means of confirmation or ratification acceptable to the parties.
- 2. **COMPENSATION**: In exchange for District's performance of services outlined in paragraph 1 above, County agrees to pay District compensation as follows:
- District a lump sum of \$210.00 per month for operation and maintenance services as described in 1.1 above. Any other work performed by District not described in 1.1, such as equipment repairs and replacements, upgrades and improvements shall be performed on a time and material basis with labor and equipment rates provided by District and paid in accordance with the attached 2003 Labor and Equipment Rates which are made a part of this agreement by reference. All labor performed constituting over-time shall be paid at a rate of 1 ½ time the hourly rate

specified. All materials and equipment purchased and subcontracts let by District for the County wastewater facility and equipment shall be billed to County at direct cost.

- 2.2 Emergency Services Emergency operations and maintenance services performed by District shall be billed and payable on a time and materials basis, with District labor and material paid in accordance with the attached 2003 rate schedule for labor and equipment. Any material or equipment and subcontract work required for emergency services for repair and replacement of the County wastewater facility and equipment shall be billed to and paid by County at direct cost. County and District agree that County may contract for any such emergency services it deems appropriate; District assumes no responsibility or liability for emergency services provided by personnel other than District's personnel unless District contracts for such services.
- 3. **RECORDS**: District agrees to maintain written records of all services, activities, analyses, repairs, reports and other materials compiled by it for or in connection with performance of the terms and conditions of this agreement. All such records shall be made available to County upon advance notice and request for inspection and copying for the use and information of County.
- 4. **REGULATORY COMPLIANCE**: District agrees to provide all testing services necessary for determination of compliance with the terms and conditions of County's National Pollution Discharge Elimination System (NPDES) permit associated with the lagoon, except that District shall not be responsible for non-compliance with such permit for reasons outside of District's performance of its obligations under this agreement, such as non-compliance due to degeneration of or damage to materials and equipment from normal wear and tear or other cause beyond the control of District, design errors and omissions in the facilities and other conditions

which were not or are not within the control of District. District agrees only to provide required sampling, testing, analysis and reporting to satisfy the terms and conditions of the NPDES permit associated with the lagoon. Any remedial work made necessary due to noncompliance with the requirements of such permit shall be either contracted for by County without participation of the District or performed or subcontracted by the District on a time and materials or direct cost basis. All such remedial work shall be performed only at the direction of County; District assumes no responsibility for performance of remedial work after reporting the necessity of such remedial measures to County unless or until so directed by County.

- 5. SUBCONTRACTS: It is agreed District may contract or subcontract with any persons, firms, corporations, partnerships, political subdivisions or other organizations to carry out its responsibilities under this agreement and that County may, upon notification to District, contract with any persons, firms, corporations, partnerships, political subdivisions or other organizations for performance of any work to be performed by District under this agreement, other than operations and maintenance services provided to County for the monthly lump sum amount specified herein.
- 6. **INSURANCE**: County agrees it shall purchase or maintain existing comprehensive general liability insurance at its own expense naming both County and the District as insureds; such insurance shall be in such amounts as are mutually agreed upon by County and District. County agrees to provide written evidence of such insurance to District within five days advance written notice by District.
- 7. **INDEMNITY:** District agrees that it shall indemnify, defend and hold County harmless from any and all liability, damage, expense, cause of action, claim, suit or judgment arising from injury or damage to persons or property directly or indirectly caused by or arising

from any acts or omissions of District, its subcontractors, agents or employees in relation to District's obligations under this agreement to the extent that such liability, damage, expense, claim, suit or judgment is not covered by insurance. County agrees it shall indemnify, defend and hold District harmless from any and all liability, damage, expense, cause of action, claim or judgment arising from injury or damage to persons or property, directly or indirectly caused by or arising from any acts or omissions of County, its subcontractors, agents or employees, in relation to County's obligations under this agreement, to the extent such liability, damage, expense, cause of action, claim, suit or judgment is not covered by insurance.

- term of one year beginning January 1, 2003 and ending December 31, 2003, and may be renewed for additional one year terms by mutual agreement of the parties; provided, however, that the parties to this agreement may renegotiate any additional terms, duties, responsibilities or compensation amounts for any renewal term. In the event this agreement is not renewed upon the expiration of any one-year term, the agreement shall continue on a month-to-month basis under the same terms and conditions contained in this agreement or the then current agreement, unless notice of termination is given as specified below.
- 9. **TERMINATION**: This agreement may be terminated by either party by providing written notice to the non-terminating party at least thirty days prior to the end of the initial term of this agreement or any renewal term or for material breach of any term or condition of this agreement; otherwise, this agreement may be terminated for any reason upon one party giving the other party at least ninety (90) days advance written notice of termination.
- 10. **ENTIRE AGREEMENT AND MODIFICATION**: This agreement is the entire agreement between the parties and supercedes and cancels any and all prior agreements,

negotiations, understandings, whether verbal or written in form, which predate this agreement. This agreement may be modified by written amendment signed by both parties hereto; no oral modification of this agreement shall be enforceable unless and until such modification is confirmed in writing and signed by authorized representatives for each party to this agreement who obtain such authorization by ordinance or official resolution of the governmental entity which they represent.

- 11. **BINDING EFFECT**: This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and no benefit or obligation of any term or condition of this agreement may be assigned or delegated except as specifically authorized herein.
- 12. **AUTHORITY OF SIGNATORIES**: The persons signing this agreement hereby represent that they are duly authorized to enter into this agreement and have taken all procedural measures required by law to bind the governmental entities which are parties to this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the date first above written.

Bv:

| COUNTY | OF | BØDNE | |
|--------|-----------|--------------|--|
| Λ | (| 17 | |

Don Stamper. Presiding Commissioner

BOONE COUNTY REGIONAL SEWER DISTRICT

Richard Bock, Chairman

ATTEST:

Wendy Noren, County Clerk

ATTEST:

FRORAH- Secretary

CHNEDLER

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.

Date

7

BOONE COUNTY REGIONAL SEWER DISTRICT 2003 LABOR AND EQUIPMENT RATES

| LABOR RATE | UNIT |
|--|------|
| SUPERINTENDENT \$ 31.20 | hour |
| FOREMAN \$ 23.95 | hour |
| OPERATOR I \$ 19.75 | hour |
| OPERATOR II \$ 21.85 | hour |
| EQUIPMENT OPERATOR I \$ 18.75 | hour |
| EQUIPMENT OPERATOR II \$ 19.75 | hour |
| LABORER \$ 15.60 | hour |
| OVERTIME RATES FOR LABOR ARE 1.5 TIMES RATE SHOWN. | |
| | |
| EQUIPMENT | |
| VEHICLE - 1/2 TON SERVICE TRUCK \$ 26.00 | |
| VEHICLE - 1 TON 4WD FLATBED WITH CRANE/HOIST BED \$ 31.20 | |
| VEHICLE - DUMP TRUCK \$ 104.00 | |
| VACUUM TANK TRUCK (2,000 GALLON CAPACITY) \$ 442.00 | |
| SEWER JET/ROOT CUTTING TOOL \$ 104.00 | |
| CENTRIFUGAL PUMP 6" w/suction/discharge hoses \$ 41.60 | |
| CENTRIFUGAL PUMP 3" \$ 26.00 | |
| CENTRIFUGAL PUMP 2" \$ 20.80 CENTRIFUGAL PUMP 1.5" \$ 20.80 | |
| CENTRIFUGAL PUMP 1.5" \$ 20.80 DIAPHRAGM PUMP 3" \$ 31.20 | |
| | |
| 1.5, 2.0 OR 3" SUCTION HOSE 20' SECTION \$ 10.40 1.5, 2.0 OR 3" DISCHARGE HOSE 20' SECTION \$ 10.40 | |
| BACKHOE/TRAILER \$ 182.00 | |
| UTILITY TRACTOR/TRAILER/MOWER/BLADE \$ 104.00 | |
| PORTABLE GENERATOR 8HP \$ 31.20 | |
| TRIPLE GAS DETECTOR \$ 25.00 | |
| SMOKE BLOWER \$ 26.00 | |
| SMOKE BOMBS " 3 MINUTE " \$ 20.80 | |
| VENTILATION BLOWER PORTABLE \$ 15.60 | |
| SAFETY TRIPOD/WINCHER/HARNESS \$ 15.60 | |
| CUTALL SAW 14" GAS POWERED \$ 31.20 | |
| CHAINSAW 18' GAS POWERED \$ 31.20 | |
| LABORATORY TESTING | |
| BOD5 \$ 41.60 | each |
| NFR \$ 26.00 | |
| pH \$ 10.40 | |
| FECAL COLIFORM \$ 46.80 | |
| NO DISCHARGE REPORT \$ 20.80 | |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

ea.

December Session of the November Adjourned

Term. 20 ()2

County of Boone

In the County Commission of said county, on the

 26^{th}

day of

December

20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the following reappointments:

| NAME | BOARD/COMMISSION | TERM EXPIRATION DATE |
|----------------------|---|----------------------|
| Annabella C. Gafke | Boone County Vicious Dog Board | November 30, 2005 |
| Elaine S. Larson | Mental Health Board | November 30, 2005 |
| Russell A. Williams | Boone County Group Homes | December 31, 2005 |
| James R. Westerfield | Boone County Building Codes Commission | October 31, 2004 |
| Sarah A. Coats | Community Services Advisory Council | December 31, 2005 |

Done this 26th day of December, 2002.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Don Stamper

Presiding Commissioner

Kareh M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

reappt for a 3 yr. term to drive 11/30/2005



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201

573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

Boone County Commission

DEC 0 2 2002

BOONE COUNTY BOARD OR COMMISSION Boone County Commission **APPLICATION FORM**

| Board or Commission: Boone County Vicious Dog Board | Term: |
|---|---------------------------|
| Current Township: Today's Date | : 11-26-02 |
| Name: Annabella C. Gafke | |
| Home Address: 325 E. Dripping Springs Rd. Zip Cod | e: 65202 |
| Business Address: 325 E. Dripping Springs Rd. Zip Cod | e: 65202 |
| Home Phone: 573-443-0716 Work Phone: 573-443- Fax: 573-874-2316 E-mail: ann@dogsc | 0716 hooling.com |
| Qualifications: Certified evaluator for Therapy Dogs Internation Provisional Tester for the American Temperment Test Societ for the American Kennel Club Good Citizen program. Ow Teacher's Pet (adogschool) with 45 years experience in dog tro On Committee to write Current Vicious dog legislation in Past Community Service: Fresident Humpty Dumpty Playschool; Past Community Service: Fresident Humpty Dumpty Playschool; Pairview Klementary Pt.A.; Community Leadler Strain Dog Pare Leader for Boone County 4H Clubs. Show Chairm State 4H Dog Show. Committee Member to formulate State 4H References: Rosemanie Lampton R.N., Dr. L. Lampton MD; | resident of Un-O-Lite 4HC |
| I have no objections to the information in this application being made public. To the knowledge at this time I can serve a full term if appointed. I do hereby certify that information is true and accurate. Applicant Signature | |
| Return Application To: Boone County Commission Office | |

Boone County Government Center

801 East Walnut, Room 245 Columbia, MO 65201



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201

573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

to expire 11/30/05 Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

| Board or Commission: MENTAL HEALTH | BOARD | Term: 3 v/cs | |
|--|--|-------------------|--|
| Current Township: BOOSE COUNTY / COLU | mBIA Today's Date: | 11-18-02 | |
| Name: ELAINE S. LARSON, PSY. D. | | | |
| Home Address: 3619 W. Sugar TREE | LN, Cor mo Zip Code: | 65201-6567 | |
| Business Address: MS 400; FULTON, MO 65251 | Zip Code: | 65251 | |
| Home Phone: 573 - 886 -0135 Fax: 573 - 592 - 2863 | Work Phone: 573-592-2700 E-mail: _mblacse @mail.dmh | n. state. mo, us. | |
| Qualifications: I HAVE A DOCTORATE IN | CLIMICAL PSYCHOLOGY; MY BRO | THER HAS | |
| BIPOLAL DISORDER; I HAVE DYSTHYMIA & H | AVE HAD MAJOR DEPRESSIVE D | ISORDER S. | |
| I HAVE WORKED IN COMMUNITY MENTAL | HEALTH | | |
| | | · | |
| Past Community Service: 3 yes ON THE BOOME | COUNTY MENTAL BOARD; YOU | UNTEERED AT | |
| A COMMUNITY INTERMEDIATE CARE FACILITY | | | |
| | _ | | |
| References: ANTHONY A. MENDITTO, PH.D; | RUSSEL DE TREMPE, LOSS; | JUSZPH | |
| MANGINI, LCSW. | | | |
| I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate. | | | |
| Ар | plicant Signature | | |

Return Application To:

Boone County Commission Office Boone County Government Center

801 East Walnut, Room 245 Columbia, MO 65201



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201

573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

Boone County Commission

RECEIVED

NOV 2 6 2002

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION **APPLICATION FORM**

| Board or Commission: Boone County Anoug Homes | Term: | 3 year |
|---|--------|--------|
| Current Township: Your Today's Date: | | lov_ |
| Name: Russell A. Williams | - | |
| Home Address: 4732 CAKE Uplley LN COl MZip Code: | la | 65203 |
| Business Address: Some DS Above Zip Code: | | |
| Home Phone: 573-443-2173 Fax: Work Phone: E-mail: | | |
| Qualifications: Business MAN FOR 18 hyears ou | iner | 04 |
| 3 YEARS JERVES ON BC PROUP Homes BOAR | d . | |
| Past Community Service: Post State President Missouri 6/1 Past Mesiclent from the Columbia & Hes Lodge #3 Sunday School Jeacher & Asst MINISTUR ST ANDREW | CS # | 1557 |
| Sunday School Teacher & Asst MINISTUR ST ANCREW | 3 Chi | unch |
| References: James ford Col Mo, Kalph Nickel K Elles Lodge 594 - DISO, Skip, DIANA, & DON ALL CO. | 3074 (| D/ |
| 21/20/01/1/2/10110 | | |
| I have no objections to the information in this application being made public. To the beknowledge at this time I can serve a full term if appointed. I do hereby certify that the information is true and accurate. | | ıy |
| Applicant Signature | | |

Return Application To: Boone County Commission Office

Boone County Government Center

801 East Walnut, Room 245 Columbia, MO 65201

reappt. for 2 up. term to



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201

573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

Boone County Commission

reapplying

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

| Board or Commission: Boone County Building Codes Commission | n Term: |
|---|---------------------------------|
| Current Township: Columbia | Today's Date: 11/15/02 |
| Name: <u>James R. Westerfield</u> | |
| Home Address: 101 S. Glenwood | Zip Code;65203 |
| Business Address: 307 A Locust Street, Columbia Mo | Zip Code: 65201 |
| Home Phone: 573 443–1106 Work Phone: E-mail: 1rw4440 | |
| Qualifications: Building & Remodeling Experience, State Certifi Appraiser, Real Estate Broker, Inspector, DHUD New Construc | ield General REal Estate |
| Building Codes Commission | ction, Member, City of Columbia |
| Past Community Service: City of Columbia Energy & Environ | |
| Columbia Building Codes Commission | |
| References: <u>Jeffrey Maclellan, First National Bank, Bruce B</u> Robert K. Pugh, MBS Textbook Co., Jeffrey Smith, Developer | - |
| Togh, has rekelook oo., serriey smith, beveloper | |
| have no objections to the information in this application being made knowledge at this time I can serve a full term if appointed. Voo here information is true and accurate. Applicant Signature | by certify that the above |
| Return Application To: Boone County Commission Office Boone County Government Center 801 East Walnut, Room 245 Columbia MO 65201 | |

An Affirmative Action/Equal Opportunity Institution

reappt. for a 3 yr. term expire 12/31/2005



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201

573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

Boone County Commission

reapplying

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

| Board or Commission: Community Ser | -vices Advisory Coupail | Term: <u>5003-5</u> 006 |
|---|------------------------------------|-------------------------|
| Current Township: Missouri | Today's Date: | 11-13-02 |
| Name: SARAH A. Coats | | |
| Home Address: 4400 Dld Barchy | Ridge Rd. Zip Code: | 1,5200 |
| Business Address: | | |
| Home Phone: 445-3419 Fax: | Work Phone: E-mail:Sແໄພແກວ © ເຂ | ol. Com |
| Qualifications: Refired De year orm; Coursetly Dept. of Health and | Louise Services) | Aging Aging |
| Community Service: Currently Some Community Sources Advisory Externs Council, Actur with References: Paula Bockson - 449-41 | | Boone Co. |
| Civily Stewast -449-49 | 71 | |
| have no objections to the information in this ap knowledge at this time I can serve a full term if a nformation is true and accurate. | , | |
| Return Application To: Roone County Commis | sion Office | |

Boone County Government Center

801 East Walnut, Room 245 Columbia, MO 65201