

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

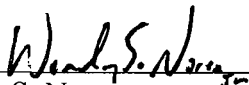
21st day of August 20 07


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

Now on this day the County Commission of the County of Boone does hereby amend Order 179-2001 to include authorization of the Public Works Director to sign contracts up to \$4500 in relation to equipment and/or right of way repairs.

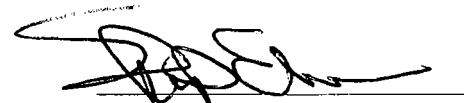
Done this 21st day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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STATE OF MISSOURI }
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August Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

21st day of August 20 07

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

Now on this day the County Commission of the County of Boone does hereby amend Order 5-2006 to accept the following certification:

I, Wendy S. Noren, County Clerk in and for the County of Boone, State of Missouri, hereby certify that the attached petitions contain the signatures of the property owners who own property equal to at least two-thirds by area of all real property located within the proposed **W.B. Smith Sanitary Sewer Neighborhood Improvement District** and no petitioner is delinquent in County real estate taxes.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County of Boone, State of Missouri, this 21st day of **August**, 2007.

/s/ Wendy S. Noren
 County Clerk
 Boone County, Missouri

(seal)

In that the attached petitions meet the requirements set forth in section 67.457.3 RSMo. and Commission Order #424-91 for the formation of neighborhood improvement districts, the county Commission hereby approves the advisability of the improvement and orders the establishment of the **W.B. Smith Sanitary Sewer Neighborhood Improvement District** to be described as follows:

At tract of land containing 5.66 acres, more or less, located in the Northwest quarter (NW1/4) of section one (1), Township Forty-Seven (47) North, Range Thirteen (13) West, Boone County, Missouri, as shown and described by survey recorded in Book 297, Page 303, Records of Boone County, Missouri; except that part conveyed to the state of Missouri for road purposes recorded in Book 383, Page 50, Records of Boone County, Missouri.

Lots one (1) through seven (7), both inclusive of W. B. Smith Subdivision as shown by plat recorded in Plat Book 13, Page 83, records of Boone County, Missouri

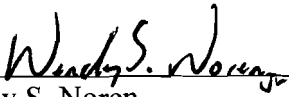
The final cost of the improvement shall not exceed the estimated cost of **\$117,587.40** by more than twenty-five percent (25%). The County Commission hereby orders the ~~County Public Works~~ Director to make plans and specifications for the proposed project and file said plans and specifications with the County Clerk of Boone County, Missouri.

of the Regional Sewer District

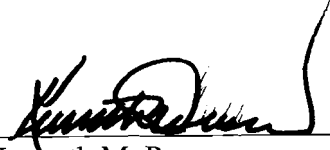
The Commission further **orders** that the improvement costs shall be assessed equally against each parcel described on Exhibit "A" attached hereto and shall be payable in not more than twenty (20) substantially equal annual installments in accordance with the laws of the State of Missouri and consistent with the administrative policies of the County of Boone, and the clerk shall prepare an assessment list and notify the property owners of a public hearing on the proposed improvement.

Done this 21st day of August, 2007.

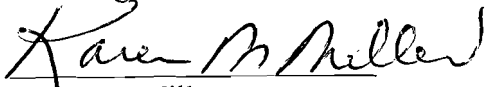
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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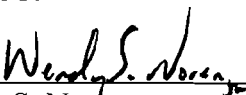
21st day of August 20 07

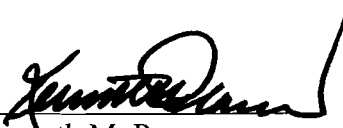
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds, Courtyard Square, Commission Chambers, Chambers Atrium, and RM 139 from 12:00 p.m. on December 31, 2007 through 1:00 a.m. on January 1, 2008 for First Night Columbia, New Year's Eve Celebration.

Done this 21st day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

klr@go.columbia.mo.gov

**APPLICATION FOR ORGANIZATIONAL USE OF
BOONE COUNTY FACILITIES**

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center or Centralia Satellite Office as follows:

Description of Use: First Night Columbia, New Year's Eve Celebration

Date(s) of Use: Set-up of fireworks on roof of Boone County Govt Center December 29, 30 & 31. Use of Govt Bldg December 31 including access to chambers from 12 noon to 1 am and the lobby from 7 pm until 11 pm. We will not block the tax deposit on the east side of the building. Will set-up before the lobby closes for tax finalization if needed. After lobby closes at 11 pm, please leave the restrooms open until after the finale is over. Will need to coordinate security alarm and allow fireworks company access to roof.

Time of Use: From: 12 noon a.m./p.m. Dec 31 thru 1:00 a.m./p.m. Jan 1.

Facility requested: **Courthouse Grounds x Courtyard Square x - Chambers x - Chambers Atrium x - Rm220 - Rm208 - Rm139 x Centralia Satellite Office**

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: First Night, Karen Ramey or Carolyn Oates

Organization Representative/Title: Director of Operations and Board Vice President

Address/Phone Number: Karen - 874-6397 or 999-7430 Carolyn - 817-8503 or 424-3308

Date of Application: August 1, 2007

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Johnson
County Clerk

[Signature]
County Commissioner

DATE: _____

From: "Karen Ramey" <klr@GoColumbiaMO.com>
To: "Cathy Richards" <CRichards@boonecountymo.org>
Date: 8/9/2007 9:40 AM
Subject: First Night facilities use application
Attachments: Boone Cty Facilities Request FN2007.doc

Hello,

I hope all is well with you.

I have attached the facilities use request for First Night. Please let me know if you have questions.

Earlier in the year, Karen and the other commissioners approved us shooting fireworks from the BCGC because the courthouse will be under construction. The site has been approved by fire and the pyro guys.

Karen

Karen Ramey
Recreation Supervisor
Columbia Parks and Recreation
PO Box 6015
Columbia, MO 65205

Visit our web site at www.GoColumbiaMo.com and visit Parks and Recreation.
573-874-6397
fax 573-874-5232
cell 573-999-7430

** Virus scanned by City of Columbia MO Spam/Virus Firewall **

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August Session of the July Adjourned

Term. 20 07

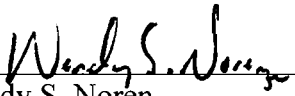
In the County Commission of said county, on the 21st day of August 20 07


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

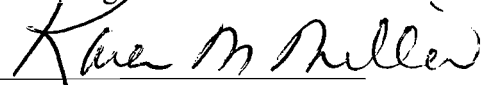
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 1351 E. Wagon Trail Heights in Columbia, Missouri.

Done this 21st day of August, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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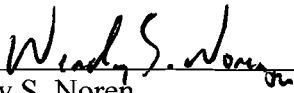
In the County Commission of said county, on the 21st day of August 20 07

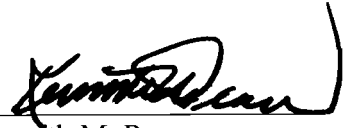
the following, among other proceedings, were had, viz:

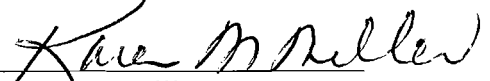
Now on this day the County Commission of the County of Boone does hereby approve the Change in Route Status request for Breedlove Road and Mexico Gravel Road.

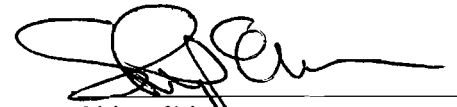
Done this 21st day of August, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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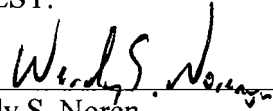
Term. 20 07

In the County Commission of said county, on the 21st day of August 20 07
the following, among other proceedings, were had, viz:

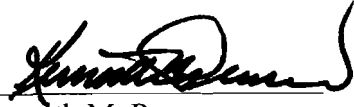
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Consultant Services by Allstate Consultants, LLC for Sunrise Estates Phases I & II. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 21st day of August, 2007.

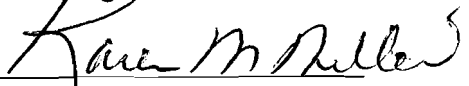
ATTEST:



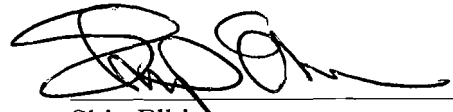
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 1A day of Aug, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: ALLSTATE CONSULTANTS, LLC

Project/Work Description: BROADVIEW DRIVE DRAINAGE IMPROVEMENTS PHASE I - SUNRISE ESTATES SUBDIVISION \$30,000.00
STORMWATER MANAGEMENT STUDY PHASE II- SUNRISE ESTATES SUBDIVISION \$58,000.00

Proposal Description: See attached Scope of Services and Fee Schedule dated August 7, 2007 and issued by Allstate Consultants, LLC.

Modifications to Proposal: Fees and expenses shall not exceed \$88,000.00 without prior written approval of Owner.

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

ALLSTATE CONSULTANTS, LLC

By [Signature]
Title President

Dated: 8/24/2007

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 8/14/07

ATTEST:

[Signature]
County Clerk

CERTIFICATION:

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

[Signature] 8/13/07
Auditor by day Date
Pending Budget 2045-71101
Revised 2045-71102

PROPOSAL FOR ENGINEERING SERVICES

CLIENT: **Boone County Public Works**
c/o Shane Creech, P.E.
5551 Hwy 63 S
Columbia, MO 65201

DATE: **August 7, 2007**

THIS PROPOSAL CONTAINS TWO PHASES (PHASE 1 AND PHASE 2).

PHASE 1 - PROJECT NAME AND LOCATION:

Broadview Drive Drainage Improvements
Sunrise Estates
Boone County, Missouri

PHASE 1 - SCOPE OF SERVICES / FEE FOR SERVICES:

Allstate Consultants, LLC proposes to provide engineering services for the above named project at the above listed location. These services will be provided at our hourly rate as defined in the Standard Terms and Conditions in Addendum A of this contract. These hourly rates are in effect thru December 31, 2007. Any work contracted on or after January 1, 2008 shall be subject to the hourly rate schedule in effect at the time of the contract award.

Allstate Consultants, LLC will complete the scope of work for a not-to-exceed fee of **Thirty Thousand Dollars (\$30,000.00)**.

The anticipated scope and schedule of work will include the following:

See the "Scope and Schedule of Work Addendum-Phase 1" attached hereto and incorporated herein by references as though fully set forth herein.

Reimbursable expenses and other expenses are included in the not-to-exceed fee unless noted otherwise in the "Scope and Schedule of Work Addendum-Phase 1".

PHASE 2 - PROJECT NAME AND LOCATION:

**Stormwater Management Study
Sunrise Estates Subdivision
Boone County, Missouri**

PHASE 2 - SCOPE OF SERVICES / FEE FOR SERVICES:

Allstate Consultants, LLC proposes to provide engineering services for the above named project at the above listed location. These services will be provided at our hourly rate as defined in the Standard Terms and Conditions in Addendum A of this contract. These hourly rates are in effect thru December 31, 2007. Any work contracted on or after January 1, 2008 shall be subject to the hourly rate schedule in effect at the time of the contract award.

Allstate Consultants, LLC will complete the scope of work for a not-to-exceed fee of **Fifty-Eight Thousand Dollars (\$58,000.00)**.

The anticipated scope and schedule of work will include the following:

See the "Scope and Schedule of Work Addendum-Phase 2" attached hereto and incorporated herein by references as though fully set forth herein.

Reimbursable expenses and other expenses are included in the not-to-exceed fee unless noted otherwise in the "Scope and Schedule of Work Addendum-Phase 2".

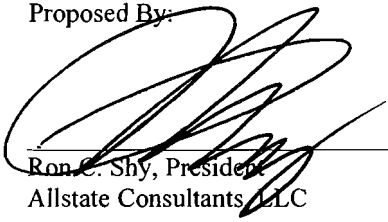
BILLING:

An invoice will be sent at the first of each month reflecting the services performed. Payment is due in 30 days and delinquent in 45 days.

CONTRACT:

Acceptance of this proposal will serve as Allstate Consultant's notice to proceed and together with the standard terms and conditions attached hereto represent the formal contractual agreement.

Proposed By:



Ron C. Shy, President
Allstate Consultants LLC

Accepted By:

Signature

Date

(Printed Name & Title)

Boone County Public Works

SCOPE AND SCHEDULE OF WORK ADDENDUM-PHASE 1

This Addendum describes the scope and schedule of work to be performed by Allstate Consultants, LLC in response to the Request For Proposal dated December 18, 2006 relating to the **Broadview Drive Drainage Improvements** project located in **Sunrise Estates, Boone County, Missouri** and this Addendum is incorporated by reference into the attached Proposal for Engineering Services. This Addendum includes study and design work for the area indicated as '3A' in Watershed #3 on the attached Exhibit 'A'.

The anticipated scope and schedule of work will include the following:

1. Provide all necessary field survey of topography and property lines to design improvements and establish land ownership information within the project limits.
2. Analyze channels, culverts and floor elevations downstream of the existing 48" culvert under Broadview Drive to establish existing hydraulic conditions and determine the effect of the proposed improvements.
3. Prepare and submit all required permit applications for approval from state and federal agencies. (Any application fees paid by Allstate Consultants, LLC shall be a reimbursable expense and are not included in the not-to-exceed fee for this proposal.)
4. Provide final construction plans and supplemental technical specifications necessary to bid and construct the project including project quantities. The plans shall conform to all existing County utility agreements and the requirements set forth in the Boone County Roadway Regulations.
5. Submit a design schedule showing all pertinent dates in the design process, including the estimated date to Purchasing, prior to the start of design work. The schedule will be updated and submitted to the County for review at the following intervals: 50%, 75% and 95% completed plans.
6. Schedule and participate in a utility meeting with the County and all utility companies within the project limits. Submit a 50% complete set of plans to all utility companies and the County at the utility meeting for review and comment. Incorporate all necessary utility/County comments into the plan set.
7. Submit a 75% complete set of plans to the County for review and comment. Incorporate all comments from the review into the plan set as necessary.
8. Participate in an on-site field check conducted by the County.
9. Prepare legal descriptions and exhibits necessary for the County to start the easement/right-of-way acquisition process and submit with the 75% complete set of plans.
10. Attend a public meeting scheduled by the County involving all property owners within the project limits, make a presentation with necessary exhibits to convey the intention of the project, and answer questions regarding the project. This requirement may be waived at the discretion of the Public Works Director if deemed unnecessary.
11. Incorporate all comments from the easement/right-of-way acquisition process into the plan set as necessary.

12. Submit a 95% complete set of plans to the County for review and participate in a review meeting, following the plan submission, scheduled by the County. Incorporate all comments discussed at the meeting into the plan set.
13. Provide final plans for County review a minimum of two weeks prior to the scheduled date to Purchasing. The plans sheets will include, but not be limited to, the following: title sheet, plan and profile sheets, standard details, temporary traffic control plan, drainage map with calculations and any necessary easement or right-of-way information.
14. Prepare an Engineer's Opinion of Probable Construction Cost and include with the 50%, 75% and 100% complete plan submittals.
15. Attend the pre-bid meeting scheduled by the County, respond to contractor questions and develop any necessary addendums.
16. Respond to contractor questions, as necessary during construction, to help resolve any plan discrepancies. (Design work associated with change orders, not related to plan discrepancies, will be billed to the County on an hourly basis at our hourly rate as defined in the Standard Terms and Conditions in Addendum A of this contract.)
17. This Proposal **does not** include environmental investigation or testing services.
18. This Proposal **does not** include geotechnical investigation or geotechnical engineering services.
19. This Proposal **does not** include construction administration services other than those defined in item number 16 above.
20. This Proposal **does not** include construction survey staking services.
21. This Proposal **does not** include construction observation or testing services.
22. This Proposal **does not** include additional services (proposed easement/right-of-way staking, additional meetings with property owners or others, etc.) related to the County's easement/right-of-way process other than those defined in items 9, 10 and 11 above. (If property title searches are required, any title search fees paid by Allstate Consultants, LLC shall be a reimbursable expense and are not included in the not-to-exceed fee for this proposal.)

SCOPE AND SCHEDULE OF WORK ADDENDUM-PHASE 2

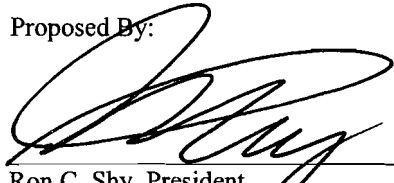
This Addendum describes the scope and schedule of work to be performed by Allstate Consultants, LLC in response to the Request For Proposal dated March 20, 2007 relating to the **Stormwater Management Study** project located in **Sunrise Estates, Boone County, Missouri** and this Addendum is incorporated by reference into the attached Proposal for Engineering Services. This Addendum includes study of Watersheds #1 thru #6 but does not include study of the area indicated as '3A' in Watershed #3 on the attached Exhibit 'A'. The study of area '3A' is included in the "Scope and Schedule of Work Addendum-Phase 1.

The anticipated scope and schedule of work will include the following:

1. Meet with Boone County Public Works staff to discuss in detail the known problem areas based on homeowner complaints and staff experience.
2. Conduct a field visit to walk the drainage paths looking for obvious or potential drainage problems.
3. Provide all necessary field survey of topography to conduct drainage calculations and analyze proposed drainage improvements.
4. Propose improvements to adequately convey a 10-year design flow with a 100-year design overflow path that provides 1 foot minimum freeboard from the energy grade line to the lowest structure opening.
5. Analyze channels, culverts and floor elevations upstream and downstream of the proposed improvements to determine the effect of the proposed improvements. The analysis terminal points shall be determined by Allstate Consultants, LLC based on sound engineering practices and judgment. The downstream analysis point shall not extend past a point where the contributing drainage area is less than 10% of the total downstream drainage area.
6. Prepare a site map at a scale of 1"=50' or greater and a maximum contour interval of 2'. The site map shall show the proposed drainage improvements including pipe sizes and alignment, inlet locations and sizing, 100-year storm overflow path and critical floor or opening elevations. It shall also indicate approximate areas that could be classified as floodplain, wetlands or water of the U.S. Actual classifications will need to be made by the appropriate jurisdictional agency.
7. Prepare a drainage map at a scale of 1"=200' or greater and a maximum contour interval of 2' where practical. The drainage map shall show on-site and off-site drainage area boundaries.
8. Prepare a narrative section in the study to summarize what requirements, if any, may be required by the Army Corps of Engineers, FEMA or DNR.
9. Submit a schedule showing all pertinent dates in the study process. The schedule will be updated and submitted to the County for review at the following intervals: 60% and 95% complete.
10. Submit a 60% and 95% complete study to the County for review and comment. Meet with the County if necessary to discuss the review comments. Incorporate all comments from the review into the 100% complete study.
11. Prepare an Engineer's Opinion of Probable Construction Cost and include with the 60% and 100% complete study submittals.

- 12. This Proposal **does not** include final design or construction plan preparation.
- 13. This Proposal **does not** include construction administration services.
- 14. This Proposal **does not** include construction survey staking services.
- 15. This Proposal **does not** include construction observation or testing services.
- 16. This Proposal **does not** include environmental investigation or testing services.
- 17. This Proposal **does not** include geotechnical investigation or geotechnical engineering services.
- 18. This Proposal **does not** include additional services (proposed easement/right-of-way staking, additional meetings with property owners or others, etc.) related to the County's easement/right-of-way process. If property title searches are required, any title search fees paid by Allstate Consultants, LLC shall be a reimbursable expense and are not included in the not-to-exceed fee for this proposal.
- 19. This Proposal **does not** include permit application fees. If required, any permit application fees paid by Allstate Consultants, LLC shall be a reimbursable expense and are not included in the not-to-exceed fee for this proposal.

Proposed By:



 Ron C. Shy, President
 Allstate Consultants, LLC

Accepted By:

 Signature

 Date

 (Printed Name & Title
Boone County Public Works)

Addendum A
STANDARD TERMS AND CONDITIONS

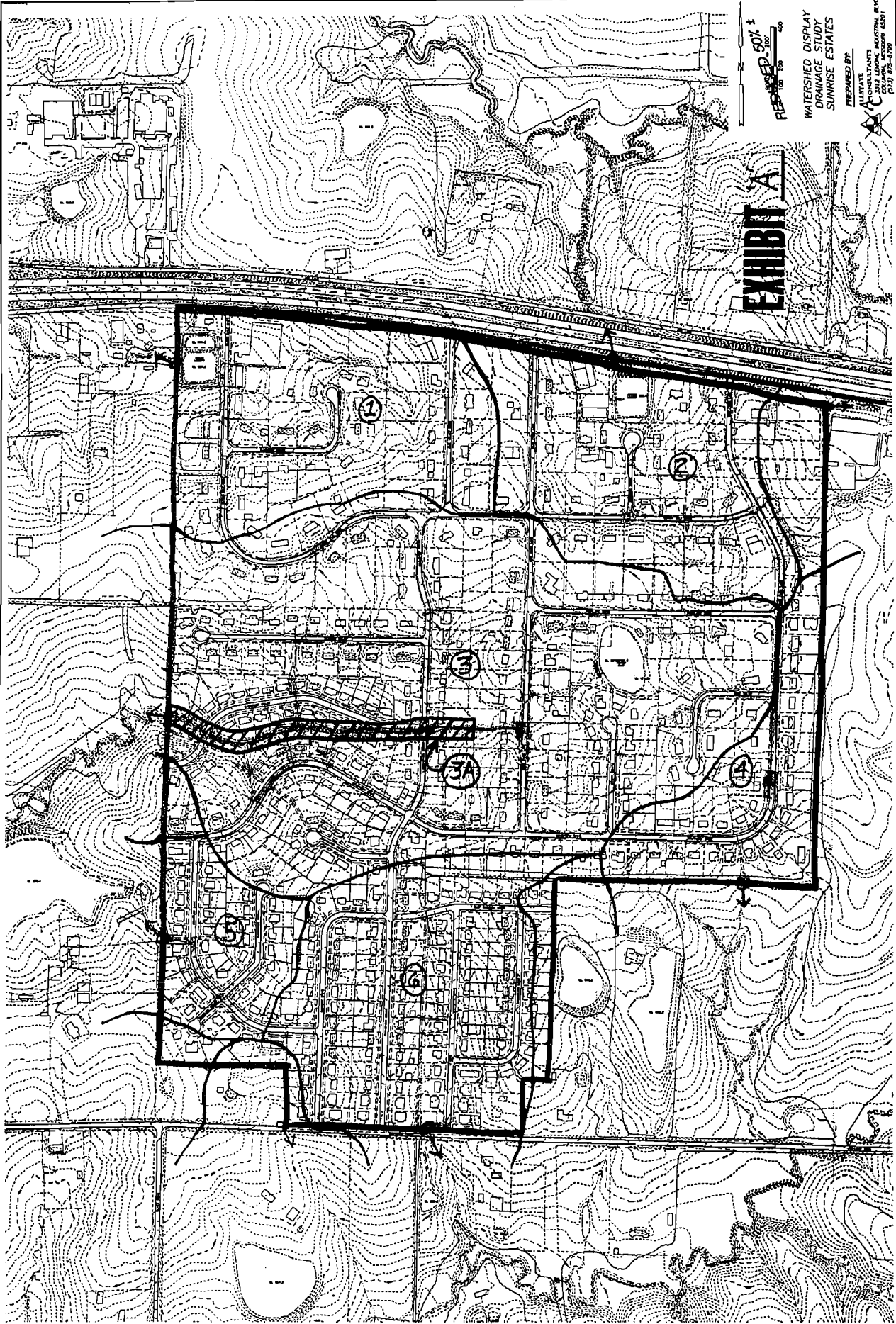
Allstate Consultants, LLC (the firm) shall perform the professional services outlined in this agreement for the stated fee agreement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices. The Firm will perform services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Access to Site: Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

Fee: A **Fixed fee**, if stated, shall constitute the total compensation due.
A **Percentage fee**, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the firm.
An **Estimated fee**, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.
A **Not-To-Exceed fee**, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client.
An **Hourly fee**, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis.

Hourly Rate: Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

PRINCIPAL ENGINEER/SURVEYOR.....	\$111.00
ENGINEER III	\$104.00
ENGINEER II	\$94.00
ENGINEER I	\$83.00
TECHNICIAN VI/SURVEYOR III	\$94.00
TECHNICIAN V/SURVEYOR II	\$83.00
TECHNICIAN IV/SURVEYOR I	\$69.00
TECHNICIAN III	\$59.00
TECHNICIAN II	\$43.00
TECHNICIAN I	\$30.00
CREW (2 MEN).....	\$111.00
CREW (3 MEN).....	\$121.00
INVESTIGATOR II.....	\$94.00
SENIOR INVESTIGATOR.....	\$65.00
INVESTIGATOR I.....	\$51.00
EXPERT TESTIMONY II	\$250.00
EXPERT TESTIMONY I	\$175.00
GPS RECEIVERS (PER UNIT)	\$106.00/day
TRAFFIC COUNTERS (PER UNIT)	\$30.00/day
MILEAGE	IRS Rate.
ATV (PER UNIT)	\$106.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost



50%
REPRODUCED

WATERSHED DISPLAY
DRAINAGE STUDY
SUNRISE ESTATES

PREPARED BY
ALLEN STATE
CONSULTANTS
10000 W. 100th AVE.
DENVER, COLORADO 80231
(303) 475-9779

EXHIBIT A

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

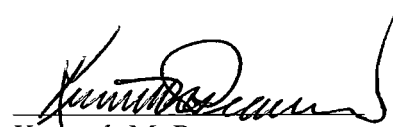
Term. 20 07

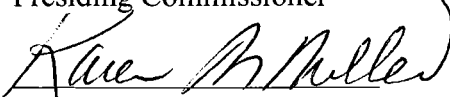
In the County Commission of said county, on the 21st day of August 20 07


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

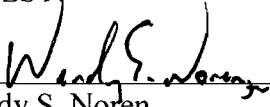
Now on this day the County Commission of the County of Boone does hereby authorize the contract for outside services with the Missouri Department of Conservation in the amount of \$5,360. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21st day of August, 2007.


Kenneth M. Pearson
Presiding Commissioner


Katen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

21st day of August 20 07

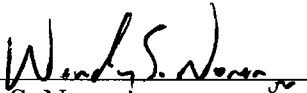
the following, among other proceedings, were had, viz:


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

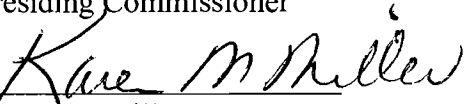
Department	Account	Department Name	Account Name	Decrease	Increase
1123	86800		Emergency	\$55,081	
1191	71007	Insurance	Law Enforcement		\$55,081

Done this 21st day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

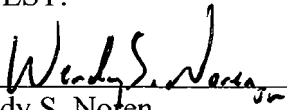
In the County Commission of said county, on the 21st day of August 20 07

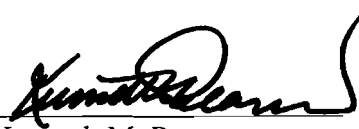
the following, among other proceedings, were had, viz:

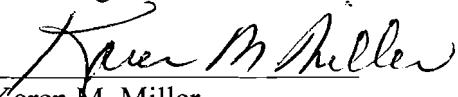
Now on this day the County Commission of the County of Boone does hereby award bid 50-26JUL07 - W.B. Smith Subdivision Sanitary Improvements to TNT Excavating, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21st day of August, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **The County of Boone** through the Boone County Commission (hereinafter referred to as the OWNER) and **TNT Excavating, Inc.** (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:

ARTICLE 1 - WORK

1.01 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 50-26JUL07
W.B. Smith Subdivision Sanitary Sewer Improvements
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The Work is generally described as follows:

Base Bid Work Consisting Of: Installing A Submersible Lift Station Including Wet Wells, Pumps, Valves, Valve Vault, Controls, Electrical Work, And Piping Inside A Fence With Gate. Installing Tracer Wire Access Vault, Air Release Valve & Vault, 2425' Of 3" PVC Sanitary Sewer, 62' Of 3" Restrained Joint PVC Sanitary Sewer Bored And Pushed Under Pavement, 5-3" 45 Degree Bends, 4- 3" 22.5 Degree Bends, 2- 3" 11.25 Degree Bends, 6' Of 6" PVC Sanitary Sewer, Closure Of 1- 3 Cell Lagoon, 28' Of 15" CMP Culvert With Flared End Sections, Tie Into Existing System. Install 1204 Sy Of A 5" Layer Of 2 ½" Surface Rock, Compacted. Install 970 Sy Of A 3" Layer Of 1" Surface Rock, Compacted. Install Erosion Control Measures, Replace Manhole At Station 0+0. Install 1-6" X 20' PVC Casing, Seeding And Mulching And Rock Excavation.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be whole or only a part is generally described as follows:

Install lift station and force main and closure of a 3 cell lagoon – W.B. Smith Subdivision

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Engineering Surveys and Services who is hereinafter referred to as Engineer. The County of Boone will appoint an Owner's Representative.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 120 days from the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run. Time for final completion and readiness for final payment for the lagoon closures shown on sheet 5 of 7 of the plans shall be 210 calendar days beyond the number of days shown in the agreement as the time period within which the project is to be completed and ready for final payment.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$300.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:
- B. TOTAL OF ALL UNIT PRICES: Bid Package in the amount of \$78,419 (Seventy Eight Thousand Four Hundred Nineteen Dollars).

and as attached hereto.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Owner's Representative.

6.02 *Progress Payment; Retainage*

A. Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the first day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions.

a. 90% of work completed (with the balance being retainage). (If the Work has been 50% completed as determined by Owner's Representative, and if the character and progress of the Work have been satisfactory to OWNER, on recommendation of Owner's Representative, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and)

b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by Owner's Representative.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions as modified by the Supplementary Conditions shall bear interest at the rate of 9% per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7 inclusive);
 - 2. Performance Bond;
 - 3. Labor & Materials Payment Bond;

4. General Conditions (pages 1 to 43, inclusive);
 5. Supplementary Conditions (pages 1 to 8, inclusive);
 6. State Wage Rates: Annual Wage Order No. 13
 7. Division 1 - General Requirements section 0100 to section 18180 and
 8. Drawings, consisting of a cover sheet and sheets numbered 1 through 7, inclusive, with each sheet bearing the following general title: Sanitary Sewer to serve W.B. Smith Subdivision.
 10. Addenda (numbers 1 and 2, inclusive);
 11. Bid Form (pages 1 to 5);
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive);
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions - None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER, and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on July 31, 2007 (which is the Effective Date of the Agreement).

CONTRACTOR: TNT EXCAVATING, INC.

By: Wade Thompson
Wade Thompson, President

Approved as to Legal Form
John Patton
John Patton, County Counselor

Address for giving Notices:
Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Designated Representative:
Name: Tom Ratermann
Title: General Manager, BCRSD
1314 N. 7th Street
Columbia, MO 65201

Phone: (573) 443-2774
Facsimile: (573) 499-0489

OWNER: BOONE COUNTY, MISSOURI

By: Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

ATTEST:
Wendy Noren
Wendy Noren, County Clerk

Address for giving Notices:
TNT Excavating, Inc.
305 N. Union
New Franklin, MO 65274

Designated Representative:
Name: Wade Thompson
Title: President
305 N. Union
New Franklin, MO 65274

Phone: (573) 864-5233
Facsimile: (660) 848-9778

AUDITOR CERTIFICATION

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

<i>James E. Pritchard</i>	<i>8/22/07</i>	5230 / 71100 - \$78,419.00
Signature	Date	Appropriation Account

PERFORMANCE BOND

GRM07848

KNOW ALL PERSONS BY THESE PRESENTS, that we,

TNT Excavating, Inc.

PO Box 244, New Franklin, MO 65274

as Principal, hereinafter called Contractor, and Granite Re, Inc.

14001 Quailbrook Drive, Oklahoma City, OK 73134

a Corporation, organized under the laws of the State of Oklahoma

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, in the amount of Seventy-eight thousand four hundred nineteen Dollars, (\$78,419.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated July 31, 2007 entered into a Contract with Owner for:

**BID NUMBER 50-26JUL07
W.B. Smith Subdivision Sanitary Improvements
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____, on this 31st day of July, 2007.

TNT Excavating, Inc.

(Contractor)

(SEAL)

BY: _____

Granite Re, Inc.

(Surety Company)

(SEAL)

BY: Ryan Forsyth
(Attorney-In-Fact) Ryan Forsyth

BY: Ryan Forsyth
(Missouri Representative) Ryan Forsyth

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

LARRY K. HUDDLESTON; PAUL S. RAMM; ROBERT W. KAELEN; CHRISTOPHER M. COLMAN; HEIDI A. WALKER; SCOTT K. BURNHAM SR.; KIMBERLY R. LANE; AMANDA S. LORY; HEATHER R. HAYNES; KATHLEEN M. BEAMIS; TRAVIS E. BARKER; RYAN FORSYTH; DEBORAH D. CRIST its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

LARRY K. HUDDLESTON; PAUL S. RAMM; ROBERT W. KAELEN; CHRISTOPHER M. COLMAN; HEIDI A. WALKER; SCOTT K. BURNHAM SR.; KIMBERLY R. LANE; AMANDA S. LORY; HEATHER R. HAYNES; KATHLEEN M. BEAMIS; TRAVIS E. BARKER; RYAN FORSYTH; DEBORAH D. CRIST may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 5th day of April, 2007.




Kenneth D. Whittington, President


Rodman A. Frates, Secretary/Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 5th day of April, 2007, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.




Notary Public

My Commission Expires:
May 9, 2008
Commission #: 00005708

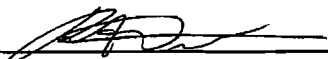
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.




Rodman A. Frates, Secretary/Treasurer

LABOR AND MATERIAL PAYMENT BOND

GRM07848

KNOW ALL PERSONS BY THESE PRESENTS, that we, TNT Excavating, Inc.

PO Box 244, New Franklin, MO 65274,

as Principal, hereinafter called Contractor, and Granite Re, Inc.

14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation organized under the laws of the State of Oklahoma, and

authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are

held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,

for the use and benefit of claimants as herein below defined, in the amount of

Seventy-eight thousand four hundred nineteen DOLLARS
and 00/100

(\$ 78,419.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated July 31, 2007 entered into a contract with Owner for

**BID NUMBER 50-26JUL07
W.B. Smith Subdivision Sanitary Improvements
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at _____ on this 31st day of July 2007.

CONTRACTOR TNT Excavating, Inc. (SEAL)

BY: _____

SURETY COMPANY Granite Re, Inc.

BY: Ryan Forsyth
(Attorney-In-Fact) Ryan Forsyth

BY: Ryan Forsyth
(Missouri Representative) Ryan Forsyth

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

LARRY K. HUDDLESTON; PAUL S. RAMM; ROBERT W. KAEIN; CHRISTOPHER M. COLMAN; HEIDI A. WALKER; SCOTT K. BURNHAM SR.; KIMBERLY R. LANE; AMANDA S. LORY; HEATHER R. HAYNES; KATHLEEN M. BEAMIS; TRAVIS E. BARKER; RYAN FORSYTH; DEBORAH D. CRIST its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

LARRY K. HUDDLESTON; PAUL S. RAMM; ROBERT W. KAEIN; CHRISTOPHER M. COLMAN; HEIDI A. WALKER; SCOTT K. BURNHAM SR.; KIMBERLY R. LANE; AMANDA S. LORY; HEATHER R. HAYNES; KATHLEEN M. BEAMIS; TRAVIS E. BARKER; RYAN FORSYTH; DEBORAH D. CRIST may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 5th day of April, 2007.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Rodman A. Frates, Secretary/Treasurer

On this 5th day of April, 2007, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
May 9, 2008
Commission #: 00005708





Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20_____.





Rodman A. Frates, Secretary/Treasurer

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2007

PRODUCER
CBIZ BCK&W Insurance Services
11410 Tomahawk Creek Parkway
Lees Summit, MO 66211-9955

(816) 505-7000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TNT Excavating, Inc.
PO Box 244
New Franklin, MO 65274

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMCO Insurance Co	
INSURER B: Nationwide Mutual Insurance Co	
INSURER C: Accident Fund Insurance Company of Am	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	ACP7102562099	5/15/2007	5/15/2008	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY	ACP7102562099	5/15/2007	5/15/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
B		EXCESS/UMBRELLA LIABILITY	ACP7102562099	5/15/2007	5/15/2008	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV6031099	5/15/2007	5/15/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000
B		Leased & Rented Equipment	ACP7102562099	5/15/2007	5/15/2008	\$225,000 Limit	\$500 Deductible
B		Installation Floater	ACP7102562099	5/15/2007	5/15/2008	\$80,000 limit	\$500 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project: Boone County Regional Sewer District Sanitary Sewer Improvements W.B. Smith Subdivision. Boone County Commission and Engineering Surveys & Services are named as additional insureds. Coverage includes explosion, collapse and underground coverages; installation floater on all risk basis.

CERTIFICATE HOLDER

Boone County Commission
801 E Walnut
Columbia, MO 65201-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert W. Kachin

- B. Bidder has visited the site and become familiar with and is satisfied as to the general local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

4.01 Bidder further represented that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID - BID PACKAGE A

	Item	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1	Submersible Lift Station (All work inside the fence, including: wet well, pumps, valves, valve vault, controls, electrical work, piping, etc.)	LS	1	\$	\$ 38,000 ^{00/100}
2	Tracer Wire Access Vault	EA	4	\$ 50 ^{00/100}	\$ 200 ^{00/100}
3	Air Release Valve & Vault	EA	1	\$ 2,300 ^{00/100}	\$ 2,300 ^{00/100}
4	3" PVC Sanitary Sewer	LF	2,425	\$ 4 ^{00/100}	\$ 9,700 ^{00/100}
5	3" Restrained Joint PVC Sanitary Sewer	LF	62	\$ 9.35 ^{00/100}	\$ 580 ^{00/100}
6	3" 45° Bend	EA	5	\$ 70 ^{00/100}	\$ 350 ^{00/100}
7	3" 22.5° Bend	EA	4	\$ 72 ^{00/100}	\$ 288 ^{00/100}
8	3" 11.25° Bend	EA	2	\$ 75 ^{00/100}	\$ 150 ^{00/100}
9	6" PVC Sanitary Sewer	LF	6	\$ 15 ^{00/100}	\$ 90 ^{00/100}
10	Lagoon Closure	LS	1	\$ 5,000 ^{00/100}	\$ 5,000 ^{00/100}
11	15" CMP Culvert with flared end sections	LF	28	\$ 25 ^{00/100}	\$ 700 ^{00/100}

12	Tie into Existing Sewer	EA	1	\$ 1500 ^{00/100}	\$ 1,500 ^{00/100}
13	Bore & Push 3" PVC Under Pavement	LF	62	\$ 20 ^{00/100}	\$ 1240 ^{00/100}
14	Fence Around Lift Station	LF	164	\$ 20.2 ^{00/100}	\$ 4300 ^{00/100}
15	Fence Gate	EA	1	\$ 400 ^{00/100}	\$ 400 ^{00/100}
16	5" Layer of 2 1/2" Surface Rock, Compacted	SY	1,204	\$	\$ 2930 ^{00/100}
17	3" Layer of 1" Surface Rock, Compacted	SY	970	\$	\$ 1556 ^{00/100}
18	Erosion Control Measures	LS	1	\$ 200 ^{00/100}	\$ 200 ^{00/100}
19	Seeding & Mulching	LS	1	\$ 6,000 ^{00/100}	\$ 6,000 ^{00/100}
20	Replace manhole at station 0+00	LS	1	\$ 1750 ^{00/100}	\$ 1750 ^{00/100}
21	6" x 20' PVC Casing	EA	1	\$ 250 ^{00/100}	\$ 250 ^{00/100}
22	Rock Excavation	CY	17	\$ 55 ^{00/100}	\$ 935 ^{00/100}
Total Bid				>>	\$ 98,419 ^{00/100}

NOTE:

All items shown on the project plan sheets or described in the specifications and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

Unit Prices have been computed in accordance with paragraph 11.03 B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. The OWNER may award a contract based upon the lowest responsive, responsible bidder for the base bid. The OWNER reserves the right to reject any and all bids and to waive informalities therein.

6.01 Contract time: Bidder agrees that the work shall be substantially completed within 120 calendar days from the date when the contract times commence to run and shall be completed and ready for final payment within 150 calendar days after the date when the contract times commence to run. Times for final completion and readiness for final payment for the lagoon closure shall be 210 calendar days beyond the number of days shown in the agreement as the time period within which the project is to be completed and ready for final payment.

6.02 Bidder accepts the provision of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid Security in the form of _____; (see 7.01 of Instructions to Bidders)
- B. Required Contractor's Qualifications with supporting data.

8.01. In submitting this bid, it is agreed that this bid cannot be withdrawn for a period of 60 days after submission date. The owner reserves the right to reject any or all bids.

Date submitted 07/26/07

T-N-T Excavating 305 N Union New Franklin, MO 65274
 (Name of Organization Firm or Individual) (Street Number) (City, St, zip)

Wade Thompson President Wade Thompson
 (Name and Title of Officer) (Signature)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **TNT Excavating, Inc., 305 N Union, New Franklin, MO 65274**

as Principal, hereinafter called the Principal, and **Granite Re, Inc. 14001 Quailbrook Drive, Oklahoma City, OK 73134**

a corporation duly organized under the laws of the State of **Oklahoma**
as Surety, hereinafter called the Surety, are held and firmly bound unto **Boone County Sewer District**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%)** of Amount Bid

Dollars (\$-----),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **lift station, lagoon closure, force main.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **26th** day of **July, 2007**

Wade Myers
(Witness)

TNT Excavating, Inc.
(Principal) (Seal)

President
(Title)

Kelly Oraster
(Witness)

Granite Re, Inc.
(Surety) (Seal)

Kimberly R. Lane
Kimberly R. Lane, Attorney in fact

BID FORM

PROJECT IDENTIFICATION: W. B. Smith Subdivision Sanitary Sewer Force Main and Lift Station

CONTRACT IDENTIFICATION AND NUMBER:

THIS BID IS SUBMITTED TO: Boone County Commission
801 E. Walnut
Columbia, MO 65201

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening or for such longer period of time that Bidder may agree in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

Addendum Date

1

July 20, 2007

2

07/23/07

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

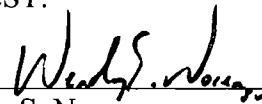
In the County Commission of said county, on the 21st day of August 20 07

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

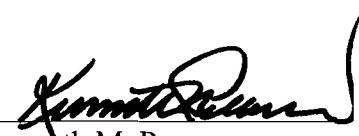
Now on this day the County Commission of the County of Boone does hereby award bid MM53 – Dry Cleaning Services to Robinson’s Cleaners and Forum Dry Cleaners. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21st day of August, 2007.


ATTEST:



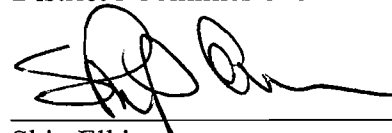
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

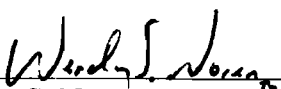
Term. 20 07


In the County Commission of said county, on the 21st day of August 20 07
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve contract #08-06 between Boone County and the Missouri Department of Natural Resources for the corner remonumentation project. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 21st day of August, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

Matt Blunt, Governor • Doyle Childers, Director

www.dnr.mo.gov

September 6, 2007

The Honorable Ken Person
Presiding Commissioner
Boone County Courthouse
801 E. Walnut – Room 245
Columbia, MO 65201

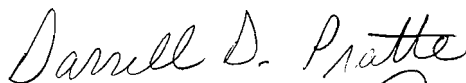
Dear Commissioner Person:


Enclosed is your approved copy of County Surveyor Co-op Contract #08-06. We are looking forward to working with you and your county surveyor.

Should you have any questions or if we may be of any assistance, please feel free to contact me at PO Box 250, Rolla, MO 65402-0250 or at telephone (573) 368-2300. Thank you for your interest in the corner remonumentation project.

Sincerely,

DIVISION OF GEOLOGY AND LAND SURVEY



Darrell D. Pratte, PLS 
Chief, Geodetic Survey Section
Land Survey Program

DDP/sh

Enclosure

c: Mr. Robert L. Walker
Boone County Surveyor
5551 Hwy 63 S
Columbia, MO 65201-9711

**WORK SCHEDULE FOR FY-08 COUNTY SURVEYOR
COOPERATIVE REMONUMENTATION CONTRACTS**

- 1) Submit to the Department of Natural Resources an application (partially completed Certified Land Corner Restoration Form) on each corner for remonumentation on or before **September 30, 2007**. The Department of Natural Resources will approve or disapprove the forms within 30 days.
- 2) Start public notice publication on or before **December 1, 2007**.
- 3) Re monumentation can begin when the public notice requirements have been met.
Upon the receipt of Proof of Advertisement, we will deliver the monumentation supplies.
- 4) Submit completed Certified Land Corner Restoration Forms on or before **March 1, 2008**. The Department of Natural Resources will approve or disapprove within 30 days.
- 5) Make any corrections to monumentation or forms and resubmit along with an invoice to the county on or Before **May 1, 2008**.

The County Surveyor must meet the deadlines outlined in this work schedule in performing the work under their contract.

Note: The Department contributes \$200.00 per corner. We hope your Commission will at least match this amount.

*****PLEASE RETAIN FOR YOUR FILES*****



STATE OF MISSOURI

PURCHASE ORDER

ORDER NUMBER SC 80 S3520800010	MODIFICATION NUMBER	LINKING ON <input checked="" type="checkbox"/>	AGENCY/ORGANIZATION 780/3520	ORDER DATE 09-06-2007
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REVISION NUMBER	VENDOR CODE 4360003490-2	PAGE 01
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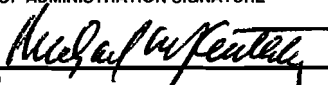
CONTACT PERSON'S NAME AND PHONE NUMBER SHARON 368-2300	TERMS	DELIVERY DATE 06-01-2008	F.O.B. SEE BELOW
---	-------	-----------------------------	---------------------

COUNTY OF BOONE - TREASURER 801 EAST WALNUT ST ROOM 112 COLUMBIA MO 65201-7798	SHIP TO: (ORDER NUMBER MUST APPEAR ON SHIPPING DOCUMENTS) DIV OF GEOLOGY LAND SURVEY LAND SURVEY 111 FAIRGROUNDS RD PO BOX 250 ROLLA MO 65402
---	---

SOLICITATION NUMBER	THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE REFERENCED SOLICITATION DOCUMENT AS WELL AS THOSE ATTACHED HERETO.	BILL TO: (SEND ORIGINAL AND THREE COPIES) ORDER NUMBER MUST APPEAR ON ALL COPIES DIV OF GEOLOGY LAND SURVEY LAND SURVEY 111 FAIRGROUNDS RD PO BOX 250 ROLLA MO 65402
---------------------	---	---

COMMODITY CODE AND DESCRIPTION	ORD LINE	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
NOTE REPRINT-LAST PRINT DATE: 08/31/07 C/S CODE: 96100 BOONE COUNTY CO-OP 08-06	001				2000.00
***** FINAL PAGE *****					

TOTAL	2000.00
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COMMISSIONER OF ADMINISTRATION CERTIFICATION I CERTIFY THAT THE OBLIGATION REPRESENTED HEREON HAS BEEN CHARGED AGAINST THE UNENCUMBERED BALANCE OF THE APPROPRIATION AND THE EXPENDITURE AUTHORIZED IS WITHIN THE PURPOSE OF THE APPROPRIATION.	AUTHORIZED SIGNATURE(S)
	COMMISSIONER OF ADMINISTRATION SIGNATURE 

STATE OF MISSOURI--TERMS AND CONDITIONS -- Revised 05/21/07

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

DELIVERY Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

CONFLICT OF INTEREST Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

WARRANTY The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to the contractor by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional cost incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

BANKRUPTCY OR INSOLVENCY Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

INVENTIONS, PATENTS, AND COPYRIGHTS The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

AMERICANS WITH DISABILITIES ACT In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

AGENCY COPY

CONTRACT FOR SERVICES
BY AND BETWEEN

BOONE COUNTY

AND

THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

CONTRACT NO. #08-06

THIS AGREEMENT entered into this 29th day of August, 2007 by and between BOONE COUNTY, Missouri (hereinafter called the "county"), and the DEPARTMENT OF NATURAL RESOURCES, (Director of the Department of Natural Resources, Director of Division of Geology and Land Survey, and State Land Surveyor) hereinafter called the "Department."

WHEREAS, the County desires to engage the Department to render certain services hereafter described in connection with delineation of section and quarter section corners of the United States Public Land Survey and known as the County Surveyor Cooperative Remonumentation Program.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF COUNTY SURVEYOR.** The County hereby agrees to engage the County Surveyor to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES.** The County Surveyor will remonument corners of the United States Public Land Survey, satisfying one of the following descriptions:
 - A. An original corner established by the original government surveyors under contract from the General Land Office or its successors in title, for which sufficient original evidence exists to definitely locate the position of said corner.
 - B. A perpetuated corner for which the records by county or other surveyors positively show that subsequent witness marks were placed and/or perpetuated when there was still positive evidence of the original witness marks identifying the corner placed by the original government surveyors, and provided the chain of perpetuation is not broken and evidence of the perpetuation exists.
 - C. A poorly monumented and/or documented corner whose basis for remonumentation is its long use and acceptance by local residents as the government corner, and/or its general agreement with the GLO survey in the area. Long usage is at least 20 years of undisputed use.
 - D. A county surveyor may make application for remonumentation of a corner that has been reestablished if there is record documentation verifying the twenty (20) year period, the corner is not in conflict with another corner, and the corner was reestablished by a county surveyor in accordance with the procedures outlined in the Missouri statutes for the reestablishment of a lost corner.
3. **PUBLIC NOTICE.** The County Commission shall publish a notice once each week for three consecutive weeks in some newspaper of general circulation published in the county. The County shall furnish the Department with a publication affidavit verifying the advertisement. The form of the notice is as follows:

"The following corners of the Original United States Public Land Survey will be remonumented. Any citizen wishing to file objections to the remonumentation of the existing corner marker shall do so with the State Land Surveyor, PO Box 250, Rolla, Missouri 65402 within 30 days."

(List of corners - to be furnished by the Department)

4. **INVESTIGATION OF OBJECTION TO REMONUMENTATION.** The State Land Surveyor shall investigate all objections to remonumentation and his decision will be final.
5. **DEPARTMENT TO FURNISH MONUMENTS.** The Department will furnish the County Surveyor with all necessary material (monuments, witness signs, posts and tree tags) required for remonumentation.

6. PROCEDURE

- A. The county surveyor must meet the following deadlines in performing the work under this contract:
- 1) Submit to the Department of Natural Resources an application for remonumentation (partially completed Certified Land Corner Restoration Form) on each corner on or before September 30, 2007. The Department of Natural Resources will approve or disapprove within 30 days, and designate any corners required to be tied to the Missouri Coordinate System 1983.
 - 2) Start public notice publication on or before December 1, 2007;
 - 3) The remonumentation can begin when submitted corners have been approved and monuments delivered to the county surveyor;
 - 4) Submit completed Certified Land Corner Restoration Forms on or before March 1, 2008. The Department of Natural Resources will approve or disapprove the forms within 30 days; and
 - 5) Make any corrections to monumentation or forms and resubmit along with an invoice to the county on or before May 1, 2008. Failure to meet the above deadlines shall, at the option of the Department, be cause for termination of this contract after the County is duly notified in writing.
- B. Prior to the public notice and remonumentation, the County Surveyor will submit to the State Land Surveyor for his approval on each corner, a copy of a partially completed Certified Land Corner Restoration form containing the following information:
- 1) Description of the original monument and accessories including the book and page reference;
 - 2) a) Sufficient information to show justification of longstanding use by subsequent surveys (including book and page reference);
b) Sufficient information to show justification of longstanding use by local residents and measurements to show agreement with the GLO survey of the area; or
c) Sufficient information to show the corner meets the requirements of 2D.
 - 3) Description of corner evidence found;
 - 4) Sketch of corner, showing sufficient information to locate the corner position in the field, and a recommendation of the type and placement of monument and reference marks to be set.
- C. Upon approval and notification by the State Land Surveyor, the county court will publish a notice as described in paragraph 3 of this agreement.
- D. The County Surveyor may start remonumentation of those corners listed in the public notice with the type of monument approved by the State Land Surveyor upon receipt of the approved list of corners. Remonumentation shall be in accordance with the Department of Natural Resources' Specifications for Perpetuation of the Original United States Public Land Survey Corners.
- E. Upon completion of remonumentation the County Surveyor shall submit to the State Land Surveyor for approval, completed original Certified Land Corner Restoration forms on each corner monumented. All information will be typed or completed in black ink. Lettering or typing shall not be less than 8 point. In addition to the information required in 6B above, the form shall contain a description of the monument and accessories established to perpetuate the location of the corner. A sketch of the corner will be provided on the back of the form.
- F. Upon approval by the State Land Surveyor of the remonumentation and Certified Land Corner Restoration forms, reimbursement by the Department shall be made as outlined in paragraph 11 below.

7. **TERMINATION OF CONTRACT CAUSE.** If through any reasonable cause, the Department cannot fulfill its obligation under this contract, or if the County cannot for any reasonable cause fulfill its obligation, this contract can be terminated. In the event either party finds it necessary to request a cancellation such fact will be revealed without delay so that as much time as possible can be devoted to a settlement. Every effort will be made to prevent loss to the County or the Department.
8. **CHANGES.** The County or Department may, from time to time, require changes in the scope of services and the time of performance hereunder. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the County and the Department, shall be incorporated in written amendments to this contract.
9. **GOVERNING LAW.** This contract shall be interpreted under and governed by the laws of the State of Missouri.
10. **REIMBURSEMENT BY THE COUNTY.** The County agrees to reimburse the County Surveyor for his services rendered by the terms of this contract.
11. **REIMBURSEMENT BY THE DEPARTMENT.** The Department will reimburse the county \$200.00 for each corner remonumented not having a valid objection and remonumented in accordance with this agreement. The County will submit to the Department an invoice for these services along with a copy of the County Surveyor's invoice to the county. **THIS AGREEMENT SHALL BE SUBJECT TO THE OVERALL MAXIMUM OF \$1,000.00 FOR FIVE (5) CORNERS.**
12. **CONTRACT PERIOD.** This contract shall expire on: June 1, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the aforementioned date.

ACCEPTED:



Presiding County Commissioner

8/21/07

(Date)

RECOMMENDED FOR APPROVAL:

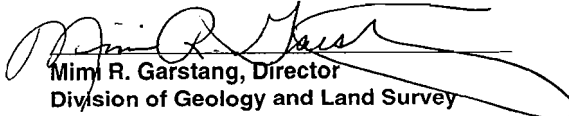


J. Michael Flowers, PLS
State Land Surveyor

8/20/07

(Date)

APPROVED:



Mimi R. Garstang, Director
Division of Geology and Land Survey

8-29-07

(Date)