

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

29th

day of

October

20

15

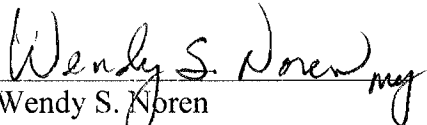
the following, among other proceedings, were had, viz:

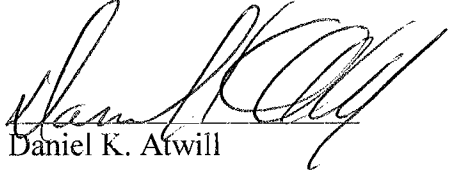
Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and The Missouri Department of Agriculture to remonument corners of the United States Public Land Survey.

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

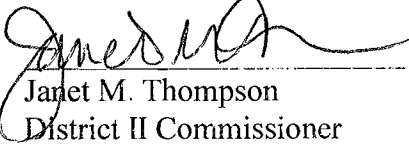
Done this 29th day of October, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

**CONTRACT FOR SERVICES
BY AND BETWEEN**

BOONE COUNTY

AND

THE MISSOURI DEPARTMENT OF AGRICULTURE

CONTRACT NO. 16-03

THIS AGREEMENT entered into this _____ day of _____, 2015 by and between **BOONE COUNTY**, Missouri (hereinafter called the "County"), and the **DEPARTMENT OF AGRICULTURE**, (Director of the Department of Agriculture, Director of Division of Weights, Measures & Consumer Protection, 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, and land surveyors, as the government corner, and/or its general agreement with the GLO survey in the area. Long usage is at least twenty (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 marker, and the corner was reestablished by a land surveyor in accordance with the procedures outlined in the Missouri statutes for the reestablishment of a lost corner.

E. A land surveyor may make application for remonumentation of a PLSS corner that was not monumented during the original government survey, but the position of such corner is shown on the government township plat, and was properly established by a land surveyor in accordance with the procedures outlined in the Missouri statutes for the establishment of such PLSS corners. Record documentation must exist verifying the corner was properly established at least twenty-five (25) years ago, and the corner is not in conflict with another marker. If the documentation that shows the corner was properly established does not exist, then enough measurements must be shown on the corner document to indicate the corner was properly established according to the procedures outlined in the Missouri statutes for the establishment of such corner.

3. **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.

4. **PROCEDURE.**

The county surveyor must meet the following deadlines in performing the work under this contract:

A. Submit to the Department of Agriculture's Land Survey Program a partially completed application for remonumentation (Certified Land Corner Document) on each corner on or before **November 15, 2015**. The Department of Agriculture's Land Survey Program will approve or disapprove the preliminary documents within 30 days.

The partially completed Certified Land Corner Document must contain the following information:

- 1) Description of original and subsequent surveys referencing this corner. References shall include date of survey, the surveyor of record, the location of survey record (book and page), the monument(s) that have marked the corner, accessories and other information relevant to the location of the corner.
- 2) Description of corner evidence found:
 - a) Sufficient description of original survey evidence recovered;
 - b) Sufficient information to show justification of longstanding use by subsequent surveys (including book and page reference);
 - c) Sufficient information to show justification of longstanding use by local residents and land surveyors. Measurements to show agreement with the GLO and subsequent surveys of the area;
 - d) Sufficient information to show that the corner was properly (in accordance with Missouri's Statutes) reestablished by the previous surveyor and measurements to show the corner's agreement with the GLO survey of the area.

9. **REIMBURSEMENT BY THE DEPARTMENT.** The Department will reimburse the county \$250.00 for each corner remonumented not having a valid objection and remonumented in accordance with this agreement. The County will submit to the Department of Agriculture's Land Survey Program 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 \$2,500.00 FOR TEN (10) CORNERS.**

10. **CONTRACT PERIOD.** This contract shall expire on: June 1, 2016.

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

ACCEPTED:



Presiding County Commissioner

10-29-15

(Date)

RECOMMENDED FOR APPROVAL:

Darrell D. Pratte, PLS
State Land Surveyor

(Date)

APPROVED:

Ronald G. Hayes, Director
Division of Weights, Measures & Consumer Protection

(Date)

- 3) 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.
 - 4) AN MDA CERTIFIED LAND CORNER DOCUMENT shall be completed and returned to the State Land Surveyor, Land Survey Program, for each corner monumented.
- B. The remonumentation can begin when the partially completed Certified Land Corner Document has been submitted and approved and monuments have been delivered to the surveyor. Remonumentation shall be in accordance with the Department of Agriculture's Specifications for Perpetuation of the Original United States Public Land Survey Corners.
- C. Submit completed Certified Land Corner Restoration Forms on or before March 1, 2016. The Department of Agriculture's Land Survey Program will approve or disapprove the forms within 15 days;
- D. Make any corrections to monumentation or forms and resubmit along with an invoice to the county on or before May 1, 2016. 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.
- E. 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 10 below.
5. 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.
 6. 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.
 7. GOVERNING LAW. This contract shall be interpreted under and governed by the laws of the State of Missouri.
 8. REIMBURSEMENT BY THE COUNTY. The County agrees to reimburse the County Surveyor for his services rendered by the terms of this contract.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

29th

day of

October

20

15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement between Boone County and Howe Company, LLC for design and bidding services for the removal and replacement of a multi-barrel culvert on Red rock Road.

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

Done this 29th day of October, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 29th day of October, 2015, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: HOWE COMPANY, LLC, 1119 S. MISSOURI ST., SUITE A, MACON, MO 63552

Project/Work Description: SEE ATTACHMENT A

Proposal Description: Design & Bidding Services for the removal and replacement of a multi-barrel culvert; Bridge No 0470006 on Red Rock Road.

Modifications to Proposal: Fees and expenses for Design and Bidding Phases shall not exceed \$53,000.00 (Fifty-three thousand dollars) Lump Sum without prior written approval of Owner. Construction Phase services are billed on an hourly basis up to a maximum of 20 hours of staff time without prior written authorization.

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

HOWE COMPANY, LLC

By [Signature]

Title: Principal

Dated: 10/15/2015

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 10-29-15


APPROVED AS TO FORM:

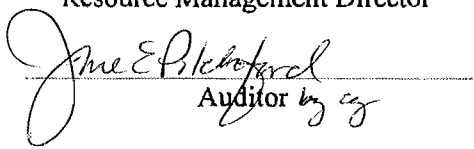
[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:


Resource Management Director


Auditor by county

Certification:

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

10/20/15 2041-71102
Date

**Boone County Bridge No. 0470006
Red Rock Road**

ATTACHMENT A

Project Description

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

- The existing multi-culvert structure will be removed and replaced with a new single span steel girder bridge with a composite concrete deck. The new bridge shall, in general, follow the existing alignment with minor improvements to the horizontal and vertical roadway alignment. The rail on the bridge shall be a Kansas corral style with modifications to allow the connection of steel approach rails. The road will be closed to through traffic. A detour route will be marked. All removal and construction activities will be performed by a contractor. No in-kind work will be performed by County forces. In general, design services will be provided by Howe Company, LLC and bidding & construction services will be provided by Boone County.
- The bridge will be designed for a clear width between the guard rails equal to 24-26 feet. This dimension will be finalized during the preliminary design process.
- Design Speed 35 mph.
- The design truck loading will be the HS20-44 and 3s2. The bridge will be load rated for the HS20-44, H20, and 3S2.
- The utilities which are expected to require coordination efforts include telephone and power. Based on the absence of markers and visible valves in the immediate vicinity of the bridge, no gas or water mains are expected in the project area.

SCOPE OF SERVICES

ARTICLE I – SCOPE OF SERVICES

A. DESIGN PHASE – The Engineer will:

1. Conduct topographic, property and utility surveys sufficient to develop plans for the project;
2. Arrange and pay for soil borings and foundation recommendations;
3. Utilize previous hydraulic studies to develop preliminary design plans.
4. Provide PDF set of preliminary plans to Boone County staff. Howe Company, LLC will meet with Boone County staff to review preliminary design and discuss potential revision considerations.
5. Prepare for signature and mail (or email) to the respective agencies the applications for permits related to water quality. This includes coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and the preparation of flood development permits or No-Rise certificates for County approval as required by the Federal Emergency Management Agency (FEMA);
6. Prepare and submit to MoDNR information pertaining to the bridge site and structure in an effort to obtain a Section 106 clearance from the Missouri Department of Natural Resources;
7. Contact utility companies which are identified by Missouri One Call or have marked facilities in the project and provide them with a set of plans for the project and request they respond with a plan for relocation or accommodation of construction activities. Schedule, coordinate, and administer up to 2 meetings with same utilities;
8. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, easements, and donation letters for use by Boone County in acquiring, by donation, the right-of-way needed for the project.
9. Prepare detailed construction plans, cost estimates, structural inventory & appraisal forms, specifications and related documents as necessary for the purpose of receiving soliciting bids for constructing the project;

B. BIDDING PHASE –

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

C. CONSTRUCTION PHASE –

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

EXCLUDED SERVICES

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

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

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County of Boone

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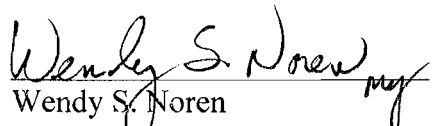
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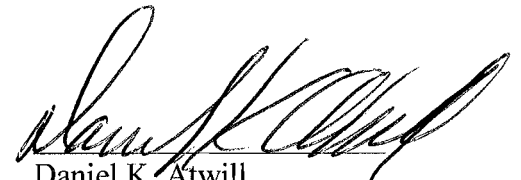
Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement between Boone County and Howe Company, LLC for design and bidding services for the removal and replacement of a multi-barrel culvert on Mt. Zion Church Road.

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

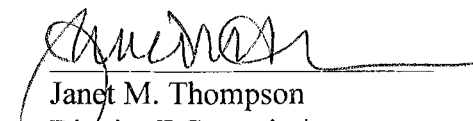
Done this 29th day of October, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


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Presiding Commissioner


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Consultant Name: HOWE COMPANY, LLC, 1119 S. MISSOURI ST., SUITE A, MACON, MO 63552

Project/Work Description: SEE ATTACHMENT A

Proposal Description: Design & Bidding Services for the removal and replacement of a multi-barrel culvert; Bridge No 2750020 on Mt. Zion Church Road.

Modifications to Proposal: Fees and expenses for Design and Bidding Phases shall not exceed \$53,000.00 (Fifty-three thousand dollars) Lump Sum without prior written approval of Owner. Construction Phase services are billed on an hourly basis up to a maximum of 20 hours of staff time without prior written authorization.

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HOWE COMPANY, LLC

By [Signature]
Title: Principal

Dated: 10/15/2015

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 10-29-15

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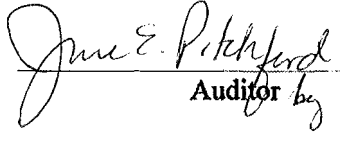
[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:


Resource Management Director


Auditor by agency

Certification:

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

10/20/15 2041-71102
Date

**Boone County Bridge No. 2750020
Mt. Zion Church Road**

ATTACHMENT A

Project Description

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ARTICLE I – SCOPE OF SERVICES

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8. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, easements, and donation letters for use by Boone County in acquiring, by donation, the right-of-way needed for the project.
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3. Review and comment on or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgement to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received;

EXCLUDED SERVICES

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

1. Hydraulic studies for the purposes of recommending a bridge opening size, etc.
2. Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo Dept of Conservation U.S. Fish & Wildlife, or the FHWA.
3. Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
4. The design, development, coordination of wetland mitigation plans, reports, etc.
5. Administration, coordination, preparation, appraisals, letter offers, condemnation activities, and any other tasks related to the acquisition of right of way by any means except donation.
6. Surveying, staking, re-design efforts, etc. to avoid conflict with at utility.
7. Preparation & coordination efforts required for utility agreements.
8. Testing of compaction & moisture for embankment, base, and pavement.
9. Preparation and submittal of documentation to support the use of In-kind work by County forces.
10. Mitigation of adverse effects to archeological Studies, Historical Reports as requested by permitting agencies.
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15. Arrange and pay for a qualified inspector to perform an inspection of the structure for asbestos and lead in accordance with MoDNR requirements related to demolition.
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