

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned Term. 20 05

In the County Commission of said county, on the 27th day of October 20 05

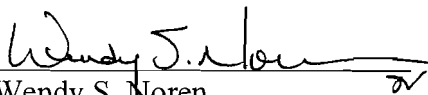
the following, among other proceedings, were had, viz:

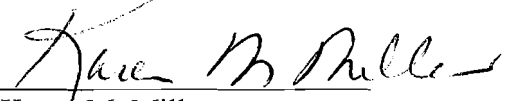
Now on this day the County Commission of the County of Boone does hereby award bid 57-13OCT05 for Bakery Products Term and Supply to IBC Sales Corporation. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 27th day of October, 2005.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

419-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: October 21, 2005
RE: 57-13OCT05 Bakery Products Term & Supply

The Bid for Bakery Products for the Boone County Jail closed on October 13, 2005. Two (2) bids were received. Purchasing and the Sheriff's Department recommend award to IBC Sales Corporation for submitting the low bid.

This Term & Supply contract will be paid out of department 1255 Corrections, Account Number 23400 Food.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Leasa Quick, Sheriff's Department
Bid File

Bid Tabulation 57-13OCT05 Bakery Products Term and Supply									
Allen Foods, Inc.							IBC Sales Corporation		
	Products Description	Est. Qty	U/M	Misc Info	Unit Price	Extended Price	Misc Info	Unit Price	Extended Price
4.7.1.	Bread, White, Sliced and Wrapped	288,080	Per Slice	26 Slices/Loaf .923oz/Slice 10 Loaves/Case	\$0.0565	16,276.52	26 Slices/Loaf .923oz/Slice	\$0.0462	\$13,309.30
4.7.2.	Buns, Hamburger, 4" Diameter	19,200	Per Bun	8 Buns/pkg 12 Pkgs/case	\$0.1473	2,828.16	12 Buns/pkg	\$0.1042	\$2,000.64
4.7.3.	Buns, Hot Dog, Individually Sliced, 6" Length	18,048	Per Bun	8 Buns/pkg 12 Pkgs/case	\$0.1428	2,577.25	12 Buns/pkg	\$0.1042	\$1,880.60
4.7.4.	Rolls, Brown & Serve, Split Top Dinner Roll, 2-1/2" X 2-1/2" Minimum Size, 12/pkg		Per Pkg		No Bid			\$1.10	\$1.10
	TOTAL					21,681.93			\$17,190.54
4.8.	Maximum Percentage Increase for each potential renewal period:					-			
	1 st Renewal Period %			0%		-			5.00%
	2 nd Renewal Period %			0%		-			5.00%
4.9.	ALTERNATE BID					-			
4.9.1.	Bread, White, Sliced and Wrapped		Per Slice	No Bid				No Bid	
4.9.2.	Buns, Hamburger, 4" Diameter		Per Bun	No Bid				No Bid	
4.9.3.	Buns, Hot Dog, Individually Sliced, 6" Length		Per Bun	No Bid				No Bid	
4.9.4.	Rolls, Brown & Serve, Split Top Dinner Roll, 2-1/2" X 2-1/2" Minimum Size, 12/pkg		Per Pkg	No Bid				No Bid	
4.11.	Co-op					Yes		Yes	
4.12.	Delivery: _____ Days ARO					24 Hr Delivery		5 Days ARO	

**PURCHASE AGREEMENT
FOR
BAKERY PRODUCTS TERM AND SUPPLY**

THIS AGREEMENT dated the 27 day of OCTOBER 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **IBC Sales Corporation**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Bakery Products Term and Supply**, County of Boone Request for Bid, bid number **57-13OCT05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated September 23, 2005 and executed by Gene Godwin, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on Date of Award and extend through December 31, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in section 4.7.1. through 4.7.6., and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver the items as specified and as requested by the County.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

IBC Sales Corporation

by *[Signature]*
 title AREA SALES MANAGER
 address 1219 E. DIVISION
SPRINGFIELD, MO. 65803

BOONE COUNTY, MISSOURI

by *[Signature]*
 by Boone County Commission
 Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Nojen, County Clerk

AUDITOR CERTIFICATION

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

1255-23400 Term/Supply

Term & Supply - No Encumbrance Required 10/24/05
 Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned Term. 20 05

In the County Commission of said county, on the 27th day of October 20 05

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 recommendation from the Road and Bridge Advisory Committee for Public Water Supply District #9 at 391 N. Rangeline Road:

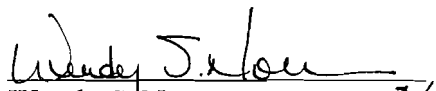
Appendix B, Section 1.2 DRIVEWAY LOCATIONS, which references Standard Drawing 410.01A to allow the creation of drive approaches that are closer than the required minimum spacing of 150 feet. This variance would allow 3 new Commercial/Industrial drive approaches to be constructed that are spaced at 14 feet from an existing drive to the north, 10 feet and 26 feet between the new drives, and 69 feet from an existing drive to the south. (Measured from P.C. to P.C. of each drive.)


Appendix B, Section 1.2 DRIVEWAY LOCATIONS, which references Standard Drawing 410.01A to allow the modification of an existing drive that will result in an approach that exceeds the maximum width of 40 feet for a Commercial/ Industrial Drive. The existing drive is approximately 120 feet wide and provides access to the Public Bulk Water Sales Station. Modifications to the south end of this drive and adding a radius to the north end are proposed that will result in a drive width of 102 feet wide (122feet including the radii) which is intended to improve the ability of trucks pulling trailers to get off Rangeline Road while waiting to fill their tanks.

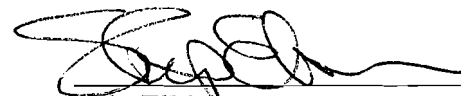
Done this 27th day of October, 2005.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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October Session of the October Adjourned Term. 20 05

In the County Commission of said county, on the 27th day of October 20 05

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

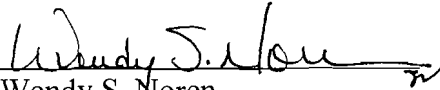
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

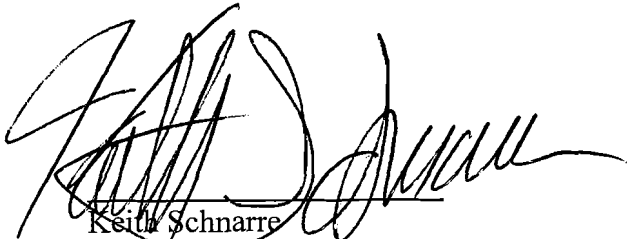
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
6100-86800: Facilities Maintenance – Emergency	\$15,000.00	
6100-71101: Facilities Maintenance – Professional Services	\$4,000.00	
6100-60100: Facilities Maintenance – Building Repair and Maintenance		\$19,000.00

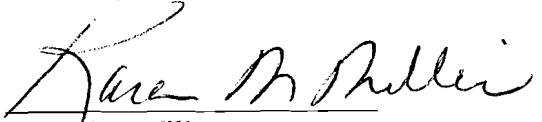
Said budget revision is to cover maintenance of two newly acquired buildings and emergency repairs to the HVAC system at the Boone County Jail.

Done this 27th day of October, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

RECEIVED

OCT 17 2005

10/14/05


EFFECTIVE DATE

FOR AUDITORS USE
BOONE COUNTY AUDITOR
421-2005

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Transfer From	Transfer To
											Decrease	Increase
6	1	0	0	8	6	8	0	0	Facilities Maint	Emergency	15000	
6	1	0	0	7	1	1	0	1	Facilities Maint	Professional Serv	4000	
6	1	0	0	6	0	1	0	0	Facilities Maint	Building Repair & Maint.		19000

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **Due to unplanned costs related to the acquisition and upkeep of 2 new buildings and the unexpected need to repair a HVAC compressor at the Boone County Jail, Facilities Maintenance requests the transfer of funds to our Class 6 Building Repair and Maintenance fund to cover outstanding maintenance costs.**

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
 If not, please explain (use an attachment if necessary): **Facilities Maintenance is requesting funds to cover known outstanding invoices for repairs and maintenance performed or being performed at this time. It is our goal to operate within the established budget and to avoid the need to request future budget revisions. However, with 2 1/2 months remaining the budget year, it is difficult to determine whether or not any further revisions will be needed to cover operating costs.**



 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

 Auditor's Office

 _____
 PRESIDING COMMISSIONER

 _____
 DISTRICT I COMMISSIONER

 _____
 DISTRICT II COMMISSIONER

10/18/05

FY 2005
Budget Amendments/Revisions
Facilities Maintenance (6100)

Index #	Date Recd	Account	Account Name	Increase	\$Decrease	Reason/Justification	Comments
1	6/23/05	92100 92400	Replcmnt Furniture & Fixture Replcmnt Auto/Truck	709	709	Purchase replacement chair	See attached for 2005 Budget and YTD Actuals
2	10/18/05	60100 71101 86800	Bldg Repairs/Maintenance Professional Services Emergency	19,000	4,000 15,000	Cover HVAC compressor at the Jail and repairs to Guarantee and Lifestyle buildings	See attached for 2005 Budget, YTD Actuals and 2006 Budget

LEDGER YEAR	DEPT	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL APPROPRIATIONS	BUDGET ADJUSTMENTS	2005 BUDGET	TITLEXP	BUD-ACT	2006 BUDGET
2005	6100	60000	60050	EQUIP SERVICE CONTRACT	26,200.00		26,200	23,447.42	2,752.58	26,200
2005	6100		60100	BLDG REPAIRS/MAINTENANCE	97,210.00		97,210	75,703.52	21,506.48	87,150
2005	6100		60200	EQUIP REPAIRS/MAINTENANCE	52,500.00		52,500	56,358.28	3,858.28-	38,600
2005	6100		60400	GROUNDS MAINTENANCE	33,000.00		33,000	37,440.86	4,440.86-	30,544
				TOTAL	208,910.00		208,910	192,950.08	15,959.92	182,494
2005	6100	70000	70050	SOFTWARE SERVICE CONTRACT	800.00		800	650.00	150.00	1,300
2005	6100		71100	OUTSIDE SERVICES	9,000.00		9,000	3,697.85	5,302.15	9,000
2005	6100		71101	PROFESSIONAL SERVICES	5,000.00		5,000	500.00	4,500.00	7,500
2005	6100		71500	BUILDING USE/RENT CHARGE	4,545.00		4,545	3,524.00	1,021.00	4,579
2005	6100		71600	EQUIP LEASES & METER CHRG	720.00		720	266.75	453.25	720
2005	6100		71700	EQUIPMENT RENTALS	1,000.00		1,000	1,006.46	6.46-	1,000
				TOTAL	21,065.00		21,065	9,645.06	11,419.94	24,099
2005	6100	80000	86800	EMERGENCY	15,000.00		15,000	.00	15,000.00	15,000
2005	6100		86910	FY ENCUMBRANCES NOT USED			0	.00	.00	0
				TOTAL	15,000.00		15,000	.00	15,000.00	15,000

* * * E N D O F R E P O R T * * *

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STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term. 20 05

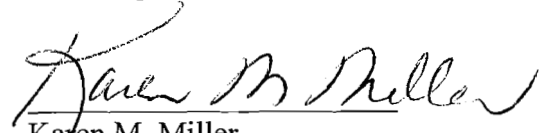
In the County Commission of said county, on the 27th day of October 20 05

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

Now on this day the County Commission of the County of Boone does hereby approve the Water Line Relocation Cost Allocation Agreement with Public Water Supply District #4 for the Schooler Road project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

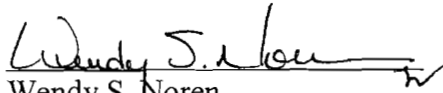
Done this 27th day of October, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

WATER LINE RELOCATION COST ALLOCATION AGREEMENT 422-2005

THIS AGREEMENT (“this Agreement”), dated the 27 day of OCTOBER, 2005, is made by and between **BOONE COUNTY, MISSOURI**, through its County Commission (“County”) and **PUBLIC WATER SUPPLY DISTRICT NO. 4** of Boone County, Missouri (“District”).

In consideration of each Party’s performance of the obligations set forth in this Agreement, the Parties agree to the following:

1. **Background and Purposes of Agreement.** The County has prepared, or is in the process of preparing, Final Plans and Specifications for road improvements, known as the Schooler Road Project (“the Project”), which such Plans and Specifications are described as follows: Reconstructing a portion of Schooler Road in Boone County from Willet Road to State Route 124, and which such Final Plans and Specifications (“the Project Plans”) have been provided to District. It has been determined that the Project will require Relocation of Water Lines owned by District in areas which will be disturbed by construction for the Project, or will be affected by the Project. Both Parties desire to coordinate their work in order to assure that Road construction work for the Project can go forward and be completed without unreasonable delay and without disruption of water service to District’s customers. County intends to reimburse District for all or a part of its actual Water Line Relocation costs incurred by District in Relocating those Water Lines which must be Relocated because of the Project. In order to accomplish these objectives, County and District are entering into this Agreement. This Agreement is entered into by the County and the District pursuant to that Cooperative Agreement (“the Cooperative Agreement”) between the County and various Public Water Supply Districts located in Boone County, Missouri, dated June 6, 2001, which is incorporated herein by reference.

2. **Terms/Definitions.** Unless the context clearly indicates otherwise, each term used in this Agreement, which is defined in Section 2 “Definitions” of the Cooperative Agreement, shall have the same meaning as is provided for by Section 2 of the Cooperative Agreement.

3. **Water Line Relocation Plan.** District has submitted to County and County has approved a Preliminary Water Line Evaluation and Plan for District’s Water Lines which contains options for avoiding or eliminating conflicts between Water Lines and the County Project. The County and District have agreed upon the exercise of a design option and solution that meets the needs of both Parties with respect to avoidance or elimination of such conflicts (“the Preliminary Water Line Plan”). The option and Preliminary Waterline Plan agreed upon is described as follows: **N/A for this Project.**

Further, the County has completed or is in the process of completing Final Project Plans and has submitted or intends to submit those Final Project Plans to District within the time periods permitted by the Cooperative Agreement. Promptly upon receipt of County's Project Plans (if not already received), and of a written request of the County that District so proceed, District shall submit the Project Plans to District's consulting engineer ("Engineering Firm") to prepare a Final Water Line Plan for Relocation and/or other work on District's Water Lines ("the Final Water Line Plan") based upon the Preliminary Water Line Plan and the design option specified above. The Final Water Line Plan shall be completed within sixty (60) days following the receipt by District of County's Final Project Plan (if not previously received by District) and County's written request that District obtain such Final Water Line Plan. County agrees to compensate District for the actual costs incurred by District in preparing the Final Water Line Plan as follows, or on the basis of the following (check one and complete):

- County shall reimburse District a lump sum amount of Design - One Thousand Dollars (\$ 1,000.00) for such costs. The County's Responsibility is 95.7% = Design = \$957.00 and the Water District's Responsibility is 4.3% = Design = \$43.00, See Exhibit A.
- County shall reimburse District for the actual expense of Engineering Fees and Costs for preparing the Final Water Line Plan in an amount not to exceed _____ Dollars (\$ _____).

District shall be permitted to submit to County, on a monthly basis, invoices for those portions of District's engineering fees and costs for preparation of the Final Water Line Plan, which are to be paid by County, pursuant to this Paragraph 3. All such invoices which are properly payable by County, shall be paid by County within thirty (30) days of the date of submission to County. All costs and expenses shall be documented by District and/or District's Engineering Firm in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

4. Easement Acquisition. Implementation of the Water Line Relocation Plan does require acquisition by District of new private Water Line Easements. If the provisions of this Paragraph 4 state that implementation of the Water Line Relocation Plan will require acquisition of new private Water Line Easements by District, then the acquisition of such new private Water Line Easements shall be coordinated with, or performed by, County, as a part of the County's Road Right-of-Way and Easement acquisition process, consistent with that "Cooperative Agreement".

5. Water Line Relocation. Subject to this Agreement and the Cooperative Agreement, District agrees to perform, or to cause to be performed, the Water Line Relocation work, or other work, provided for by the Final Water Line Plan, before the scheduled commencement of Road Construction for the Project, or to perform, or to cause to be performed, such work in coordination with the Road construction work required for the Project, so as to not delay the Project.

6. **Selection of Option for Performing Work.** District has determined that the actual construction work under the Final Water Line Plan (“the Water Line Work”) required for the Project will be performed as follows (check one and complete):

- By District’s own forces.
- By District’s letting its own bid request for Water Line Relocation to contractors.
- By District’s bidding such work, as an alternate bid with the Project road construction work bid letting.
- By permitting County to include the Water Line Work in its contract for construction subject to District supervision and subject to District rules, regulations and policies.

District shall be solely responsible for performance of the Water Line Work, determining the contractor to be chosen for any Water Line Work which is bid by District or bid as an alternate bid with the Project bid letting; for entering into its own construction contract for the Water Line Relocation Work and administering such contract when bid by District or bid as an alternate bid under County’s project bid; and District shall be exclusively responsible for the performance and supervision of Water Line Work when such work is included in a County contract for the Project. The expense of the Water Line Relocation Work shall be subject to allocation between District and County, as more specifically described below in this Agreement.

7. **Parts of Water Line for Which County is Obligated to Pay Relocation Costs.** County agrees that County is obligated to reimburse District for District’s costs incurred for Relocating that portion or those portions of District’s existing Water Lines, or other Water Line Work, described as follows: See Exhibit A

The cost to be reimbursed by County to District for Relocating such portions of the Water Line shall be determined, pursuant to this Agreement, without inclusion of the expense and cost of upgrade in size or capacity, meaning that all incremental costs associated solely with such upgrades shall be the District’s responsibility.

8. **Construction Cost Allocation.** County agrees to compensate District for the actual cost of the Water Line Relocation Work for those parts of the Water Line for which County is obligated to reimburse District for the Water Line Work, as described in Paragraph 7. above, on the basis of the following (check one and complete):

_____ A lump sum for all inspection work in the amount of
_____ Dollars (\$_____).

_____ An amount of inspection costs based upon the lowest and best bid
obtained for inspection services of those parts of the Water Line
for which County is obligated for the Relocation cost, as described
in Paragraph 7 above, without upgrade in size or capacity.

_____ The actual cost of inspection incurred by District using its own
personnel, based upon the actual hourly compensation of such
personnel (including salary or wages, the District's share of payroll
taxes, fringe benefits, and insurance costs, including worker's
compensation insurance coverage) not to exceed the sum of
_____ N/A _____ Dollars (\$ N/A), see Exhibit A, unless a higher
amount is approved by County prior to performance of additional
inspection work requiring a higher amount. District's cost shall be
those costs described above, for the actual time expended by
District's personnel in performing inspection services. District's
costs shall include reasonable mileage of the inspector, in traveling
to and from the site of the inspection, and the cost of any materials
or supplies used for inspection, and a reasonable rental charge (at
rates not higher than those customarily charged in Boone County)
for equipment used in performing the inspection. All such actual
costs and expenses shall be documented by District in sufficient
detail and with receipts and other evidence of expense as shall be
required by the Auditor of Boone County, Missouri.

District may invoice County, at monthly intervals, on or before the first day of each month, for the County's share of inspection costs incurred by the District, during the previous month, as the County's share of inspection costs is reasonably determined in accordance with the provisions of this Paragraph 9. All such invoices, which are properly payable, shall be payable within thirty (30) days of submission. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

10. Easement Cost Allocation. If applicable, County and District agree, with respect to the acquisition of the new private Water Line Easements required by District for implementation of the Water Line Relocation plan, as follows: N/A

11. Location. County agrees to physically locate and mark by flags, or other appropriate surface markings, the Road Right-of-Way in areas involved with District's Water Line Relocation and installation along the above described Project. County's markings shall include the boundaries of County's Right-of-Way and the centerline station numbers of County's Project, so that District can identify both the boundaries of the Road Right-of-Way and the various centerline stations, by station number.

12. Coordination of Work and Time Limits. The County and District agree to use their best efforts to coordinate all engineering and construction work to be performed under this Agreement. The agreements between County and District for the sharing of costs for the preparation of the Final Water Line Plan, under Paragraph 3 of this Agreement and the agreement for sharing costs of physically Relocating Water Lines, under Paragraph 8 of this Agreement, shall be subject to the time limits for performance specified in the Cooperative Agreement unless the District and County mutually agree, in writing, to shorten or extend the times for performance, which agreement shall not be withheld when reasonable cause exists to modify the times for performance. Reasonable cause to modify the times for performance shall exist when work to be performed takes less time to perform than anticipated, or when scheduled work is delayed for reasons outside of the control of either Party to this Agreement, or when it is otherwise mutually agreed that the schedule for work should be modified for other good and sufficient reasons. If either the County or District suspends or terminates scheduled work to be performed under this Agreement, then the Party causing such suspension or termination shall be liable for the actual costs and expenses incurred by the other Party resulting from suspension or termination, provided that in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of suspension or termination.

13. Letting of Bids or Commencement of Construction Work.

A. If Work is to be Performed by a Contractor. If Paragraph 6 of this Agreement indicates that District intends to let bid requests for Water Line Relocation to contractors, then, within thirty (30) days of County's delivery to District of a written request that District let the Water Line Relocation Project for bids to contractors, District shall cause the Relocation Work to be advertised for bids, with bids to be required within thirty (30) days of advertising. Construction bids shall be open, tabulated and a recommendation for award of the Contract will be presented for approval to the District's Board of Directors, within seven (7) days after the bids are received. The accepted bids shall be submitted to the County for its approval. The County shall approve or disapprove bids within ten (10) days of their submission by the District to the County. Upon delivery by the County to the District of written approval of the successful bid, the successful contractor shall be given a Notice of Award of the Contract for the Water Line Relocation Work. Such contractor shall then be allowed ten (10) days to secure certificates of insurance and performance bonds and to submit these documents to the District. The District will process Contract Documents and execute a Construction Agreement with the successful contractor, and issue to such contractor a Notice to Proceed with the Water Line Relocation Work, within twenty (20) days of the date of the delivery to such contractor of the Notice of Award. The contractor shall have ten (10) days from Notice to Proceed with the Work to begin work on the Water Line Relocation Project. It is agreed that construction time for the Water Line Relocation Project, from the date when the contractor commences work, shall be approximately N/A (N/A) days.

B. If Work is to be Performed by District's Own Forces. If Paragraph 6 of this Contract indicates that District is going to perform the Relocation Work with its own forces, then, upon receipt from the County of a written request that District proceed with the Water Line Relocation Work, District shall so proceed with the work, as soon as is reasonably practicable,

and shall complete such work within approximately Thirty (30) days of the date of the County's request that the District proceed with the Water Line Relocation Work.

14. Coordination of Work. The County and District agree to use their best efforts, and good faith, to coordinate all engineering and construction work to be performed under this Agreement.

15. Extension of Time. Subject to Paragraph 16 below, the times for performance specified herein shall be extended when scheduled work is delayed for reasons outside the control of the Party to this agreement who is required to perform such work or to cause such work to be performed, or when it is otherwise mutually agreed that the schedule for work should be modified for good and sufficient cause. If either party to this Agreement becomes and aware of a need for an extension of time or of a delay in the work, then such party shall promptly notify the other party, in writing, of the need for such extension, or of the delay, and of the anticipated extent of such delay.

16. Time Limits Upon Effectiveness of Agreement for Costs Specified in this Agreement. The provisions of Paragraph 15 notwithstanding, District's agreement to accept payment of costs for preparation of the final Water Line Plan provided in Paragraph 3 of this Agreement shall be in effect for a period of One Hundred Eighty (180) days, following the execution of this Agreement. Any agreement by District to accept payment of any lump sums, pursuant to Paragraph 8 or Paragraph 9 or this Agreement, and to accept any other dollar amounts agreed to in such Paragraphs 8 and 9 of this Agreement, shall be in effect only for a period of One Hundred Eighty Days (180 Days) following the date of the execution of this Agreement. If District is not given written notice, by the County to proceed with the obtaining of the final Water Line Relocation Plan within the time limits specified in this Paragraph 15, then District's agreement to accept reimbursement in accordance with Paragraph 3 of this Agreement may be terminated by District and County and District shall negotiate a new agreement for sharing of costs for the preparation of the final Water Line Relocation Plan. If District is not given notice to proceed with the actual construction work for the Water Line Relocation, within the time limits specified in this Paragraph 15, then the agreements of District to any lump sum amounts, or to any specific dollars amounts, set forth in Paragraphs 8 and 9 of this Agreement, may be terminated by District, in which event, County and District shall negotiate new agreement for cost sharing of the costs of construction work and inspection, as provided for by paragraphs 8 and 9 or which every such paragraph is applicable.

17. Suspension or Termination of Work. If either County or District, without the consent of the other Party, suspends or terminates schedule work to be performed under this Agreement, and, as a result, the other party sustain additional cost or expense, then the Party causing such suspension or termination shall be liable to the other Party for the actual costs and expenses incurred by the other Party as a result of such suspension or termination; provided that, in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of the suspension or termination.

Public Water Supply
District No. 4 of Boone County, Missouri

By: *Carl Seiber*
Chairman, Board of Directors

Attest: *Bonnie L. Dark*
Clerk

Approved as to sufficient unencumbered appropriations:

June C. Pitchford *10/25/05*
County Auditor *dyse* Date

Boone County, Missouri

By: *Bill Johnson*
Presiding Commissioner

Attest: *Wendy S. Brown*
County Clerk

Approved as to form:

[Signature] *10/25/05*
County Attorney Date

Exhibit A
Schooler Road Water Line Relocation
Responsibility of Cost Summary

Easement Summary - Schooler Road Water Line Relocation

Name	Length
Total Length of main line with easements	1,120
Total Length of main line	1,170
Percentage of main line with easements	95.7%

Responsibility of Cost Summary - Schooler Road Water Line Relocation

Boone County Public Works % of Responsibility	95.70%
Replacement in Kind	

	Total	County Responsibility 95.7 %	Water District Responsibility 4.3 %
Replacement in Kind Construction Cost by PWSD No. 4 Staff	\$ 9,000.00	\$ 8,613.00	\$ 387.00
Engineering Fee Design	\$ 1,000.00	\$ 957.00	\$ 43.00
Construction Staking	\$ -	\$ -	\$ -
Inspection	\$ -	\$ -	\$ -
Easements	\$ -	\$ -	\$ -
Legal	\$ -	\$ -	\$ -
Totals	\$ 10,000.00	\$ 9,570.00	\$ 430.00

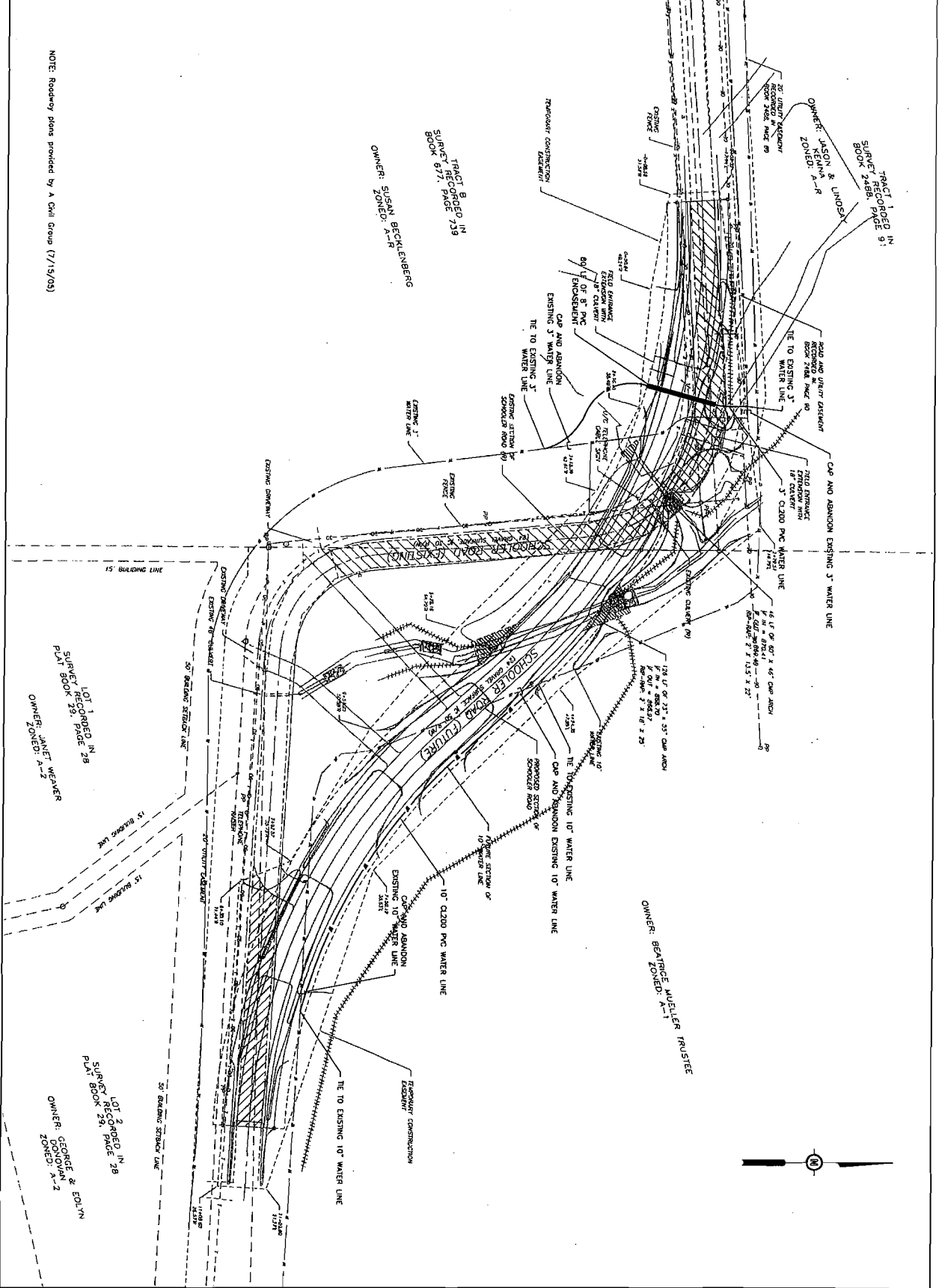
OPINION OF PROBABLE CONSTRUCTION COST
PWSD NO. 4 OF BOONE COUNTY
OCTOBER 2005
PROJECT NO. 14819.000

SCHOOLER ROAD WATER LINE RELOCATION - MATERIAL COST

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	10" Class 200 PVC Water Line	LF	500	\$9.50	\$4,750.00
2	4" Class 200 PVC Water Line	LF	150	\$1.75	\$262.50
3	6" Class 200 PVC Pipe	LF	5	\$2.89	\$14.45
4	8" Class 200 PVC Encasement	LF	80	\$2.89	\$231.20
5	Detectable Tape and Wire	LF	700	\$0.075	\$52.50
6	10" REPAIR COUPLING GJ	EA	2	\$95.70	\$191.40
7	4" MJ GATE VALVE	EA	1	\$223.82	\$223.82
8	VALVE BOX RINGS AND LIDS	EA	1	\$23.10	\$23.10
9	10"x4" TAPPING SLEEVE AND VALVE	EA	1	\$444.00	\$444.00
10	4" X 3" REDUCER	EA	1	\$20.15	\$20.15
11	10" PVC CAPS	EA	2	\$23.87	\$47.74
12	QUICKRETE	EA	5	\$4.72	\$23.60
TOTAL OPINION OF PROBABLE MATERIAL COST					\$6,284.46

SCHOOLER ROAD WATER LINE RELOCATION - LABOR AND EQUIPMENT

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	OPERATOR	HR	20	\$20.75	\$415.00
2	LABORER	HR	24	\$15.75	\$378.00
3	BACKHOE	HR	8	\$25.00	\$200.00
4	DOZER	HR	8	\$25.000	\$200.00
5	TRACKHOE	HR	16	\$40.00	\$640.00
6	MOBILIZATION	LS	1	\$150.00	\$150.00
TOTAL OPINION OF PROBABLE LABOR AND EQUIPMENT COST					\$1,983.00
CONTINGENCIES					\$732.54
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$9,000.00



NOTE: Roadway plans provided by A. Gohl Group (7/15/03)

TRACT B, RECORDED IN SURVEY RECORDED IN BOOK 677, PAGE 739
OWNER: SUSAN BECKLEBERG

LOT 1 RECORDED IN SURVEY RECORDED IN PLAN BOOK 29, PAGE 28
OWNER: JANET WEAVER

LOT 2 RECORDED IN SURVEY RECORDED IN PLAN BOOK 29, PAGE 28
OWNER: GEORGE & EDVYN GOUDOVAN

OWNER: BEATRICE MUELLER TRUSTEE

PROJECT NO.	C01
DATE	OCT 2003
DESIGNED BY	AS NOTED
CHECKED BY	AS NOTED
DATE	OCT 2003
OWNER	AS NOTED
PROJECT NO.	C01
DATE	OCT 2003
DESIGNED BY	AS NOTED
CHECKED BY	AS NOTED
DATE	OCT 2003
OWNER	AS NOTED

SCHOOLER ROAD WATER LINE RELOCATION
P.W.S.D. NO. 4 OF BOONE COUNTY, MISSOURI

BARTLETT & WEST ENGINEERS
400 HOWARD ST., SUITE 100 - JEFFERSON CITY, MO 64101
PHONE 816.251.2200 FAX 816.251.2201
WWW.BARTLETTWEST.COM

NO.	DATE	DESCRIPTION

ALL RIGHTS RESERVED. ALL DIMENSIONS, PLACEMENTS, AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE FIELD. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE FIELD. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE FIELD.