

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

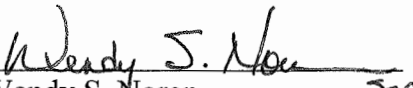
1<sup>st</sup> day of July 20 03

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


Now on this day the County Commission of the County of Boone does hereby approve the request by Delores and Lewis Mead and Wanda and Sidney Powell to rezone from R-S (Single Family Residential) to M-LP (Planned Light Industrial) of 3.0 acres, more or less, located at 7125 W. Henderson Road, Columbia.


Done this 1<sup>st</sup> day of July, 2003.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

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July Session of the May Adjourned Term. 20 03

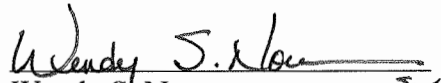
In the County Commission of said county, on the 1<sup>st</sup> day of July 20 03

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

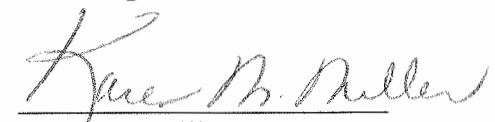
Now on this day the County Commission of the County of Boone does hereby approve the petition submitted by Lou Ann Montague to vacate and re-plat Lot 1 of Garner Subdivision. The vacation is not to take place until the re-plat is approved.

Done this 1<sup>st</sup> day of July, 2003.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner


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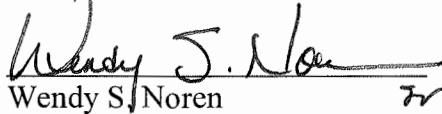
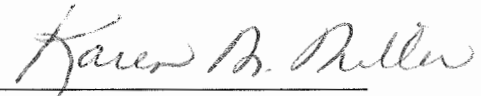
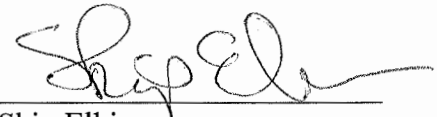
In the County Commission of said county, on the 1<sup>st</sup> day of July 20 03

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

Now on this day the County Commission of the County of Boone does hereby deny the petition to vacate and re-plat Lot 2 of Pin Oak Subdivision Plat IV, as submitted by Betty and Nancy Bundy, having found during public hearing that granting such petition would adversely affect the character of the neighborhood as provided in Section 1.8.1.3 of the Boone County Subdivision Regulations.

Done this 1<sup>st</sup> day of July, 2003.Keith Schnarre  
Presiding Commissioner

ATTEST:

Wendy S. Noren  
Clerk of the County CommissionKaren M. Miller  
District I CommissionerSkip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

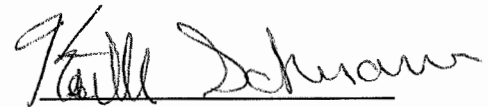
STATE OF MISSOURI }  
County of Boone } ea.

July Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 1<sup>st</sup> day of July 20 03  
the following, among other proceedings, were had, viz:

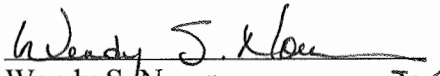
Now on this day the County Commission of the County of Boone does hereby receive and accept Country Farms Re-plat Lot 7. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

Done this 1<sup>st</sup> day of July, 2003.

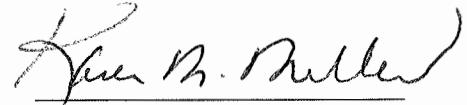


Keith Schnarre  
Presiding Commissioner

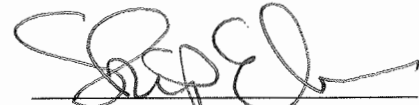
ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

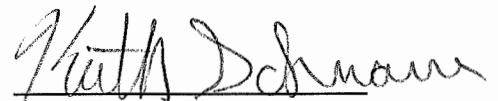
July Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 1<sup>st</sup> day of July 20 03

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

Now on this day the County Commission of the County of Boone does hereby receive and accept Lost Lake Estates Plat. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

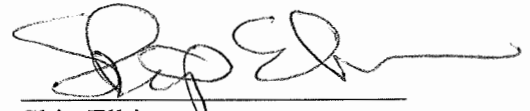
Done this 1<sup>st</sup> day of July, 2003.



Keith Schnarre  
Presiding Commissioner

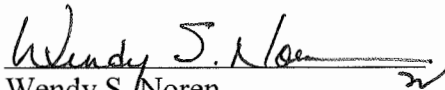


Karen M. Miller  
District I Commissioner



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.

July Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 1<sup>st</sup> day of July 20 03

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

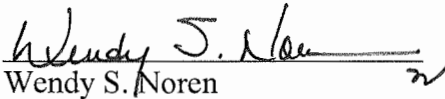
Now on this day the County Commission of the County of Boone does hereby receive and accept McGill Pointe Estates Plat. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

Done this 1<sup>st</sup> day of July, 2003.

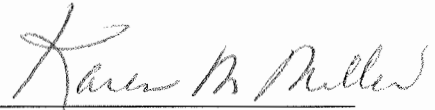


Keith Schnarre  
Presiding Commissioner

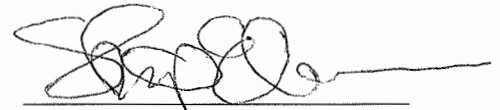
ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 1<sup>st</sup> day of July 20 03

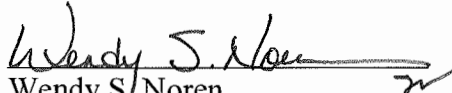
the following, among other proceedings, were had, viz:

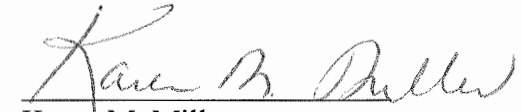
Now on this day the County Commission of the County of Boone does hereby award bid 35-20MAY03 for Asphalt Paving and Overlay to APAC-Missouri, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 1<sup>st</sup> day of July, 2003.

  
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

Marlene Ridgway  
Buyer



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

321-2003

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 35-20MAY03 – Asphalt Paving and Overlay  
DATE: June 20, 2003

The Public Works department and I have reviewed the one response received and recommend awarding to APAC-Missouri, Inc. for having the best bid meeting our minimum specifications. The attached tabulation compares APAC's current bid prices with the prices paid in 2002. Total contract price is \$537,594.60. The amount budgeted was \$505,675.00 but there has been savings identified to cover the shortage. This is to be paid from organization 2040 and 2045 accounts 71100.



## Bid Tabulation

### 35-20MAY03 Asphalt Paving & Asphalt Overlay

Page #	Form Description	APAC-Missouri	2002 Prices
	<b>Part A: PAVEMENT</b>		
4	Unit Price per ton - Type BB Base Mix - In Place	\$32.60	\$32.95
4	Unit Price per ton - Type BP2 Surface Mix - In Place	\$34.60	\$35.40
4	Unit Price per square foot for subgrade removal (Estimated 264 square feet)	\$2.00	
4	Unit price per lineal feet for milling - (Estimated 134 lineal feet)	\$3.00	
4	Alternate: Unit Price per ton BP2/RAP base	\$33.60	\$31.85
4	<b>Part B: OVERLAY</b>		
4	Unit Price per ton - Type BP2 Surface Mix in place	\$33.00	\$36.90
4	Unit Price per square foot for subgrade removal (Estimated 1160 square feet)	\$2.00	
4	Unit Price per lineal feet for milling - (Estimated 1200 lineal feet)	\$3.00	
4	Alternate - Road Striping on Old Plank Rd (see page 19)	\$28,000.00	
6	Completion of Bidder's Qualifications	Yes	
	Addendum One	Yes	
	Addendum Two	Yes	
	Bid Bond	Yes	



**CONTRACT AGREEMENT**

321-2003

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 APAC-Missouri 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:

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

**BID NUMBER 35-20MAY03  
ASPHALT PAVING AND OVERLAY  
BOONE COUNTY, MISSOURI**

---

Asphalt Paving \$406,030.60  
Asphalt Overlay \$131,564.00

and agrees to perform all the work required by the contract as shown on the plans and specifications. The following contract documents are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- |                                     |                               |
|-------------------------------------|-------------------------------|
| Notice to Bidders                   | General Specifications        |
| Bid Response                        | Detailed Specifications       |
| Statement of Bidders Qualifications | Contract - County of Boone    |
| Instructions to Bidders             | Performance Bond              |
| Wage Rates                          | Labor & Material Payment Bond |
| Contract Conditions                 | Affidavit - Prevailing Wage   |
| Insurance Requirements              | Notice to Proceed             |

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

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

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

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

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

The contractor agrees that he will comply with all applicable federal, state, and local laws and regulations and ordinances.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

The Owner agrees to pay the Contractor in the amount:

**Five Hundred Thirty-Seven Thousand Five Hundred Ninety-Four Dollars and Sixty Cents (\$537,594.60 )**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 1 JULY 2003 at Columbia, Missouri.  
(Date)

OWNER, BOONE COUNTY, MISSOURI

By: Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

ATTEST:

Wendy J. Noren  
Wendy Noren, County Clerk

CONTRACTOR:  
Tim Paulson  
Authorized Representative

(Seal)

By: Tim Paulson Chief Estimator  
Signature Title

Approved as to Legal Form:

John Patton  
Boone County Counselor

AUDITOR CERTIFICATION

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

2040-71100 - \$ 218,750.00  
2045-71100 - \$ 318,844.60

June E. Pitchford  
Signature *by se*

6/26/03  
Date

Appropriation Account

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

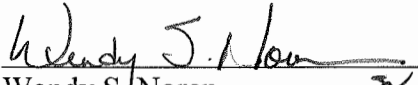
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the following, among other proceedings, were had, viz:

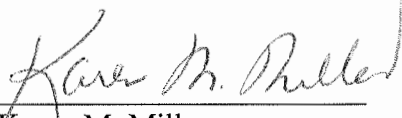
Now on this day the County Commission of the County of Boone does hereby award bid 36-29MAY03 for Chip and Seal Application to Frech Paving Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 1<sup>st</sup> day of July, 2003.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

322 - 2003

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 36-29MAY03 – Chip and Seal Application  
DATE: June 25, 2003

The Public Works Department and I have reviewed the responses received for the above reference bid. We recommend awarding to Frech Paving Company for having the lowest and best bid meeting the minimum requirements. Public Works has lowered the estimated quantities from that noted in the bid, so the adjusted contract amount for Boone County Roads is \$86,223.32. The amount set aside for this project was \$117,310.00. This is to be paid from organization 2040 account 71100.

The bid tabulation is attached.

**BID TABULATION**

**36-29MAY03 - CHIP & SEAL APPLICATION**

		Frech Paving Columbia, MO		Christensen Construction Kingdom City, MO		Clever Stone Co Clever, MO		MO Petroleum Products St. Louis, MO		
	Est Sq Yrds	Unit Cost	Ext Cost	Unit Cost	Ext Cost	Unit Cost	Ext Cost	Unit Cost	Ext Cost	
4.7.	<b>BOONE COUNTY ROADS</b>									
	Cost per Square Yard for 2 applications	35,433	\$ 1.45	\$ 51,377.85	\$ 1.87	\$ 66,259.71	\$ 1.04	\$ 36,850.32	\$ 2.55	\$ 90,354.15
	Cost per Square Yard for 1 application	70,469	\$ 0.93	\$ 65,536.17	\$ 1.01	\$ 71,173.69	\$ 1.24	\$ 87,381.56	\$ 1.24	\$ 87,381.56
4.8.	Cost for all Boone County Roads Locations			<b>\$ 116,914.02</b>		<b>\$ 137,433.40</b>		<b>\$ 124,231.88</b>		<b>\$ 177,735.71</b>
4.9.	<b>CITY OF HALLSVILLE ROADS</b>									
	Cost per Square Yard for 1 application	44,716	\$ 0.99	\$ 44,268.84	\$ 1.31	\$ 58,577.96	\$ 1.43	\$ 63,943.88	\$ 1.34	\$ 59,919.44
4.9.3.	Cost for all Hallsville Locations			<b>\$ 44,268.84</b>		<b>\$ 58,577.96</b>		<b>\$ 63,943.88</b>		<b>\$ 59,919.44</b>
4.10.	Prompt Payment Discount		0% net 30 days		.4% net 10 days		0% net -- days		0% net -- days	
	Statement of Bidders Qualifications		Yes		Yes		Yes		Yes	
	Addendum One		Yes		Yes		Yes		Yes	





**PURCHASE AGREEMENT  
FOR  
CHIP AND SEAL APPLICATION**

THIS AGREEMENT dated the 1 day of JULY 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Frech Paving Company**, 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 Chip and Seal Application, County of Boone Request for Bid, bid number **36-29MAY03**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and Addendum One as well as the Contractor's bid response dated May 28, 2003 and executed by Louis E. Frech 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, the Standard Terms and Conditions and Addendum One shall prevail and control over the Contractor's bid response.
2. **Contract Duration** - This agreement shall commence on the date written above through completion of project.
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Chip and Seal Application as identified and responded to in the Contractor's response. Items and/or service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works, and may only include the prices as identified 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.
5. **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.
6. **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.

7. **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:

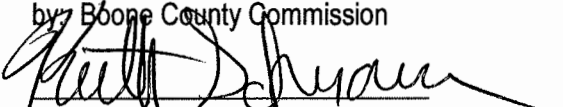
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission, delivery of products and/or service are delayed, or products and/or service delivered are not in conformity 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.

**FRECH PAVING COMPANY**

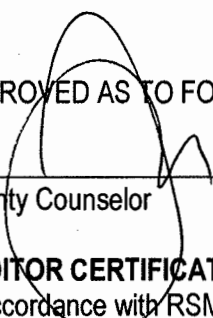
**BOONE COUNTY, MISSOURI**

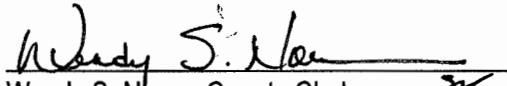
by Louis E. Frech  
 title President  
 address 5517 Oneal Rd.  
Columbia, Mo. 65202

by Boone County Commission  
  
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

  
 \_\_\_\_\_  
 County Counselor

  
 \_\_\_\_\_  
 Wendy S. Noren, 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) incurred by this contract. (Note: Certification of this contract is not required if the terms of the contract do not result in a measurable county obligation at this time.)

2040-71100 \$116,914.02  
 \$86,228.32

June E. Pitchford  
 Signature hyse

6/24/03  
 Date

Appropriation Account

# NOTICE TO PROCEED

DATE: July 29, 2003  
TO: Frech Paving Company  
ADDRESS: 1603 Pin Oak Blvd.  
Columbia, MO 65202  
PROJECT: Bid Number 36- 29 MAY 03  
Chip & Seal Applications

You are hereby notified that the Contract Time under the above contract will commence on **August 4, 2003**. As of this date, you may start performing your obligations under the Contract Documents. Contract Time shall not exceed 60 working days.

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

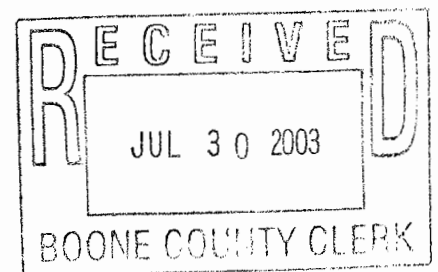
A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: John P. Watkins II  
Date: 7/28/03

John P. Watkins II  
Project Development Manager

cc. County Clerk ✓  
Purchasing  
Director  
R.O.W. Department  
Inspection Department  
Project File



322-2003

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the May Adjourned Term. 20 03

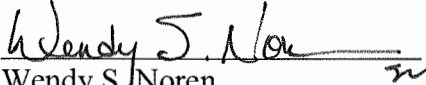
In the County Commission of said county, on the 1<sup>st</sup> day of July 20 03  
 the following, among other proceedings, were had, viz:

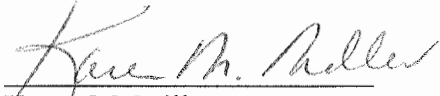
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Preliminary Engineering Services with Public Water Supply District #9. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.


Done this 1<sup>st</sup> day of July, 2003.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

18

323-2003

**AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES**

**THIS AGREEMENT** (“this Agreement”), dated the 1 day of ~~June~~ <sup>JULY</sup>, 2003, is made by and between **BOONE COUNTY, MISSOURI**, through its County Commission (“County”) and **PUBLIC WATER SUPPLY DISTRICT NO. 9** 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.** County has prepared preliminary plans and specifications (“Preliminary Plans”) for Road improvements, known as the Olivet / Richland Road Improvement Project (“Project”), which such Preliminary Plans have been provided to District. The Project may require Relocation of Water Lines owned by District, in areas which will be disturbed by construction in connection with the Project. Both Parties desire to coordinate the work for the Project and for the possible Relocation of District Water Lines, in order to assure that Road construction work can be completed without unreasonable delay and without disruption of water service to District customers. District has determined that District requires the services of a consulting engineer to advise District about the necessity for Water Line Relocation and to assist District in preparing a Relocation plan for Relocation of Water Lines. County, under this Agreement, will reimburse District for all or certain part of the engineering fees and associated costs which will be incurred by District in retaining and using a consulting engineer to assist the District in evaluating the need for and/or in developing a Relocation plan. It has been determined that, in accordance with the County’s Roadway Regulations and the Cooperative Agreement (“the Cooperative Agreement”) between the County and various Boone County Missouri Public Water Supply Districts, dated June 6, 2001, (which such Cooperative Agreement is incorporated herein by reference) that County may be required to reimburse District for all or part of the costs which will be incurred by District in using an Engineer for the purposes described above. In order to accomplish these objectives, and in order to provide for an agreement between County and District for the reimbursement of all or part of District’s engineering fees and costs, County and District are entering into this Agreement.

**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. Retaining Engineer.** District shall promptly retain Crockett Engineering Consultants LLC (“the Engineering Firm”) to assist District by providing the professional engineering services required by District to determine whether any of its Water Lines must be relocated by reason of the Project, and in identifying those Water Lines which must be relocated by reason of the Project, and in developing Relocation plans for Relocation of such Water Lines.

**4. Plans and Specifications Delivered to Engineering Firm.** District has delivered the County Preliminary Plans described in Paragraph 1 above to the Engineering Firm for purposes of providing the engineering services described in this Agreement.

**5. Preliminary Evaluation and Plans.** County agrees to promptly advance to District the sum of **Six Thousand Dollars (\$6000.00)** for purposes of having the Engineering Firm prepare a "Preliminary Engineering Evaluation and Plan" as follows:

5.1 Option Evaluation and Preliminary Plans. The Engineering Firm shall prepare an evaluation of the options for avoiding or eliminating conflicts between Water Lines and related District facilities and proposed Road improvements under the County Preliminary Plans. The evaluation shall be directed to examining the most economic means of avoiding or eliminating such conflicts while maintaining the integrity of the water distribution system in terms of general use and maintenance, and may include proposed options for changing County Preliminary Plans. The evaluation shall include, as necessary, preliminary graphic plans addressing each option presented to address conflicts with Water Lines based upon a review of the Preliminary Plans described in paragraph 1 above; and

5.2 Recommendations. The Engineering Firm shall make recommendations concerning use of options for addressing Water Line conflicts associated with the County Preliminary Plans (including the Engineering Firm's reasoning for recommendations) and a detailed scope of work and proposal, including cost estimate for the engineering services of the Engineering Firm to be rendered for purposes of preparing final Water Line Relocation plans on behalf of the District, and including, as necessary, the costs of implementing the various options and recommendations which are presented and recommended; and

5.3 Cost Estimates. The Engineering Firm shall make a preliminary estimate of probable construction costs and related costs which will be incurred by District in implementing the Engineer's various recommended options. Such estimate shall include the time and expenses necessary for the Engineering Firm to communicate and/or meet with County employees and consultants for purposes of evaluating and choosing options to avoid or eliminate conflicts with Water Lines associated with the County's Preliminary Plans.

**6. Submittal to County.** Promptly upon receipt of the Preliminary Engineering Evaluation and Plan and Cost Estimates described in Paragraph 5 above, such documents shall be provided by District to County, and if requested, such documents shall be provided in electronic form. In addition to the meeting required by paragraph 7 below, County employees and consultants shall be entitled to review and discuss such documents with District and with the Engineering Firm for purposes of evaluating which options presented by the Engineering Firm present the best solution for accomplishing the Project, and to coordinate future work on the Project.

7. **Meeting and Cost Allocation Agreement.** Upon delivery to the County of District's Preliminary Engineering Evaluation and Plan, District and County, and the Engineering Firm if requested by County, shall meet to discuss the development of a Final Water Line Relocation Plan, and District and County shall seek to negotiate and to enter into a Water Line Relocation Cost Allocation Agreement for the actual payment by County to District of all or a portion of District's engineering fees and costs to be incurred for preparing the Final Water Line Relocation Plan and/or District's actual construction costs to be incurred in implementing the Final Water Line Relocation Plan and/or the responsibilities for acquiring, and for paying the costs for acquiring any new Water Line Easement which will be required for the Water Line Relocation. District and County shall, in good faith, seek to agree upon a Water Line Relocation Cost Allocation Agreement ("the Cost Allocation Agreement") in substantially that form attached to the Cooperative Agreement as **Appendix E**, within forty-five (45) days following the submission of the District's Preliminary Engineering Evaluation and Plan. If District and County are unable to achieve an agreement for the payment by County of all or a portion of District's engineering fees and costs for preparing the Final Water Line Relocation Plan, or for construction costs, or for costs of new Easements, within such forty-five (45) days, then District shall, nevertheless, at the written request of County, cause the Engineering Firm to proceed with preparation of the Final Water Line Relocation Plan, and/or (at the written request of the County) proceed with acquiring Easements and/or (at the request of the County) with the actual Water Line Relocation, in order that the construction of the Project will not be delayed. Any Final Water Line Relocation Plan, bid letting, Easement acquisition, and subsequent construction shall be completed no later than the time periods allowed under the Cooperative Agreement. Any agreement between County and District for the reimbursement by County of the District's engineering fees and costs associated with the preparation of the Final Water Line Relocation Plan, shall be memorialized by a Water Line Relocation Cost Allocation Agreement.

Any dispute between District and County over County's share of District's engineering fees and costs and construction and Easement costs associated with the preparation and implementation of the Final Water Line Relocation Plan shall not delay the County's Project, and shall be resolved in accordance with the dispute resolution mechanism set forth in Section 13 of the Cooperative Agreement. It is understood and agreed that a request by the County that District proceed with preparation of Final Water Line Relocation Plans, or with acquiring Easements, or with actual Water Line Relocation, absent a Cost Allocation Agreement, shall not be construed as a resolution of any disputed issue between County and District concerning any reimbursement issue. If County does not provide District with the Final Project Plan, hereinafter described, and authorize District to proceed forward with the preparation of the Final Water Line Relocation Plan within any time limits provided for by the Cost Allocation Agreement, or within ninety (90) days of the submittal by District to County of District's Preliminary Engineering Evaluation Plan, then any agreement between District and County for the allocation of costs for the preparation of District's Final Water Line Relocation Plan, may be terminated by District upon written notice to County.

8. **Final Project Plans.** County shall submit to District, County's Final Project Plans ("Final Project Plans") for County's Project, which such Final Project Plans shall comply with all of the requirements of the Cooperative Agreement.



**9. Development of Final Water Line Relocation Plan.** Upon receipt of County's Final Project Plans and County's written request that District proceed with preparation of a Final Water Line Relocation Plan, ("Final Water Line Relocation Plan"), or upon execution of a Water Line Relocation Cost Allocation Agreement and the giving by the County to District of a request that District so proceed, whichever occurs earlier, District shall cause the Engineering Firm to prepare a Final Water Line Relocation Plan for the purpose of avoiding or eliminating conflicts between District's Water Lines and the Project. District shall provide County with a copy of the Engineering Firm's contract for engineering services in connection with District's Final Water Line Relocation Plan, which contract shall include a written description of the Engineering Firm's scope of work for preparing the Final Water Line Relocation Plan and Engineering Firm's fees and costs for performing the work for the Final Water Line Relocation Plan. District shall cause the Final Water Line Relocation Plan, and any engineering contract described in this Paragraph 9, to be submitted to County, within the time limits required by the Cooperative Agreement.

**10. Intention that Costs be Shared in Accordance with Cooperative Agreement.** The intention and agreement of District and County is that District and County shall share the engineering fees and costs and construction costs and expenses associated with the Relocation of those Water Lines which must be relocated because of the Project, to the extent and in the manner provided for by the Cooperative Agreement, and that all disputes concerning the sharing of fees, costs and expenses shall be resolved in accordance with Section 13 of the Cooperative Agreement, and that District shall, at County's Written Request, proceed with the preparation of all Final Water Line Relocation Plans and construction necessary to implement such Final Water Line Relocation Plans, in accordance with the time limits specified in the Cooperative Agreement, so as not to delay the construction of the Project.

**11. Authorized Representatives of District and County.** District shall be bound, in all determinations made with respect to the sharing of costs with County, as provided for by this Agreement, by President, Public Water Supply District 9, and all agreements made by such individual for the sharing of costs shall be binding upon District. County shall be bound in all determinations made pursuant to this Agreement including agreements to share costs pursuant to this Agreement, including those agreements provided for by Paragraphs 7, 9 and 10 of this Agreement, by Presiding Commissioner Boone County Missouri, and all agreements made by such individual for the sharing of costs shall be binding upon County.

**12. Extension of Time.** 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.

**13. 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.

IN WITNESS WHEREOF, County and District have executed this Agreement on the day and year hereinabove first set forth.

Public Water Supply District No. 9

Boone County, Missouri

By: Ralph J. Cox  
vice President, Board of Directors

By: Keith Schuman  
Presiding Commissioner

Attest: Diana Fredrick  
Clerk

Attest: Wendy S. Now  
County Clerk

Approved as to sufficient unencumbered appropriations:

Approved as to form:

June L. Pitchford 6/19/03  
County Auditor byse Date

[Signature] 6/18/03  
County Attorney Date

**Exhibit 1** - Water Line Relocation Cost Allocation Agreement



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

1<sup>st</sup> day of July 20 03

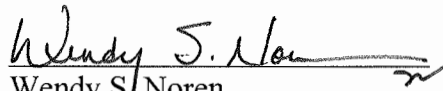
the following, among other proceedings, were had, viz:

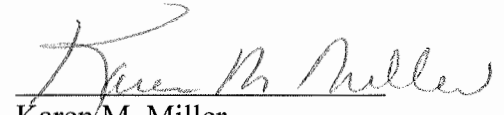
Now on this day the County Commission of the County of Boone does hereby approve Change Order #2 for the Harold Cunningham Road Slope Failure Project in the amount of \$14,944.30. It is further ordered that the Presiding Commissioner be hereby authorized to sign said change order.

Done this 1<sup>st</sup> day of July, 2003.

  
 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 DEPARTMENT OF PUBLIC WORKS  
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: Two (2)

Job No.: 9712

Date: 6-12-03

Project Location: **Harold Cunningham Road Slope Failure Project**

Contractor: Boone Construction Company

324-2003

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A) As built quantities installed.

**CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:**

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

**Contract Amount:** Add to the Contract Amount a total of

Fourteen Thousand Nine Hundred Forty-four Dollars and 30/100 \$ 14,944.30

Accepted by: Boone County  
SIGNATURE [Signature] DATE 1 JULY 2003

Recommended by: Project Manager Approved by Director [Signature]  
SIGNATURE [Signature] DATE 6/12/03

Contractor: Boone Construction Company  
SIGNATURE [Signature] DATE 6/18/03

CERTIFICATION: I certify that this contract is within the purposes 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] Auditor Date 6/18/03

**STATEMENT OF CONTRACT AMOUNT:**

ORIGINAL CONTRACT AMOUNT	\$ 169,328.60
PREVIOUS ADDITIONS	\$ 4,420.00
TOTAL	\$ 173,748.60
PREVIOUS DEDUCTIONS	\$ 0.00
NET PRIOR TO THIS CHANGE	\$ 173,748.60
AMOUNT OF THIS CHANGE <u>X</u> ADD _____ DEDUCT _____	\$ 14,944.30
<b>CONTRACT AMOUNT TO DATE</b>	<b>\$ 188,692.90</b>

**EXHIBIT A**

**Harold Cunningham Road Slope Failure Project**

**Change Order # 2**

**6-12-03**

**As Built Quantities**

<b>DESCRIPTION</b>	<b>UNITS</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
Removal of Unsuitable Material	CY	264	\$ 16.50	\$ 4,536.00
Placement of Tensar BX1100	SY	264	\$ 4.00	\$ 1,056.00
Placement of Clean Shot Rock	CY	264	\$ 31.20	\$ 8,236.80
Placement of Mirafi FW400	SY	194	\$ 5.75	\$ 1,115.50
<b>TOTAL</b>				<b>\$ 14,944.30</b>

**PO # 2002-413**

Original Contract Amount-No Contingency Identified **169,328.60**  
Contingency included on PO  
Assumed Contingency @ 10% of Original Contract **16,932.86**  
Ceiling Per Change Order @ 5% of Original Contract **8,466.43**

**Change Order #1** **4,420.00**

Action Required Change Order #1  
**One Commissioner**

**Change Order #2** **14,944.30**

Action Required Change Order #2  
**HEARING REQUIRED**

**Change Order #3**

Action Required Change Order #3  
**One Commissioner**

**Change Order #4**

Action Required Change Order #4  
**HEARING REQUIRED**

Less Total Change Orders (Includes Current Change Order) **19,364.30**  
Available Contingency **(2,431.44)**

Action Required re: Total Change Orders  
**HEARING REQUIRED**  
**Addition to PO**





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

1<sup>st</sup> day of July 20 03

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

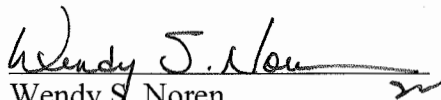
Now on this day the County Commission of the County of Boone does hereby approve Change Order #3 for the Benson Road Phase II Project in the amount of \$2,500.00. It is further ordered that the Presiding Commissioner be hereby authorized to sign said change order.

Done this 1<sup>st</sup> day of July, 2003.

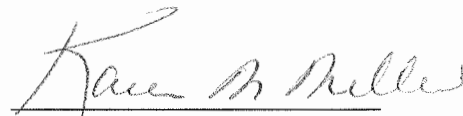


Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS  
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: Three (3)

Job No.: 9708

Date: 6/23/03

Project Location: **Benson Road Phase II**

Consultant: SKW-Shafer, Kline & Warren, Inc.

325-2003

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet from SKW

**CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:**

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

**Contract Amount:** Add to the Contract Amount a total of

Two thousand five Hundred Dollars \$ 2,500.00

CONSULTANT - SKW, Inc.  
SIGNATURE *J. Kenny Reed* DATE 7-17-03

Recommended by: Project Manager Approved by Director *DWM*  
SIGNATURE *David Mills* DATE 7-1-03

Accepted by: Boone County  
SIGNATURE *Keith Schuarp* DATE 1 July 2003

**CERTIFICATION:**  
 I certify that this contract is within the purpose of the appropriation to which is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
*James S. Pritchard* 6/24/03  
 Auditor Date  
 2045-711 81 \$2,500

**STATEMENT OF CONTRACT AMOUNT:**

ORIGINAL CONTRACT AMOUNT	\$	45,300.00
PREVIOUS ADDITIONS	\$	8,550.00
TOTAL	\$	53,850.00
PREVIOUS DEDUCTIONS	\$	0.00
NET PRIOR TO THIS CHANGE	\$	53,850.00
AMOUNT OF THIS CHANGE <u>X</u> ADD _____ DEDUCT	\$	2,500.00
<b>CONTRACT AMOUNT TO DATE</b>	<b>\$</b>	<b>56,350.00</b>



SHAHER, KLINE & WARREN, INC. ■ 921 Jackson, Chillicothe, Missouri 64601-2551 ■ 660-646-9788 FAX: 660-646-9791

Tuttle-Ayers-Woodward founded 1885  
Shetlar Griffith Shetlar founded 1946  
A.C. Kirkwood & Associates founded 1947  
Shafer & Kline founded 1950  
Hamilton & Associates founded 1981

Offices in: Iola, Kansas  
Overland Park, Kansas  
Chillicothe, Missouri  
Kansas City, Missouri  
Macon, Missouri

WWW.SKW-INC.COM

June 10, 2003

David Nichols  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

RE: Benson Road Additional Services for Re-alignment

Dear David

As I understand your request; the scope of services to be provided would be for a plan sheet providing a new horizontal alignment of the road staying north of the gas line from about Sta. 19+00 to about Sta 28+50. A supplemental cross section sheet to represent new sections through this area would also be done. None of the detail sheets or other sheets of the Benson Road set would be redone or provided. We could provide either the adjusted quantities on the total job, or the addition and deletion quantities for the segment being changed. As we discussed, the over dig for the pond area and bridging with stone and/or fabric will almost need to be a field determination during construction. We can put some quantities in, recognizing they are only a best guess.

In addition a right of way drawing for the segment being re-aligned would be provided along with a new right-of-way description. The description style will likely need to be different than what was originally done as originally a centerline description was recorded and then the individual right-of-way descriptions referenced it.

We understand that time is important and would begin work immediately if authorized. We propose to perform the above work as an extension of our original contract with the same terms and conditions, for a lump sum of \$2,500.00. A countersigned copy of this letter is sufficient to authorize us to proceed. Thank you for the opportunity to propose our services.

Sincerely

J. Kensey Russell, P.E.

\\Chill2\projects\200478A Benson Rd Ph II\Correspondence\6-10-03 additional services.wpd

**A MULTI-DISCIPLINE APPROACH TO PROJECTS**

Civil Engineers ■ Electrical Engineers ■ Mechanical Engineers ■ Landscape Architects ■ Land Surveyors ■ Planners ■ GIS Consultants ■ Photogrammetrists



**CERTIFIED COPY OF ORDER**

326 -2003

775

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 1<sup>st</sup> day of July 20 03

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 following documents:

- Bridge Ownership and Maintenance Agreement - Durk Road Bridge,
- Durk Road Bridge Replacement Project Cooperative Agreement,
- Assignment of Durk Road Bridge, and
- Bridge Quitclaim Deed and Maintenance Easement Durk Road Bridge.

Done this 1<sup>st</sup> day of July, 2003.



ATTEST:

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

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

County of Boone

} ss.

I, Wendy S. Noren Clerk

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

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

Columbia, Missouri, this the 1st day of July

2003

Wendy S. Noren

Clerk County Commission

By Shawna M. Victor D.C.

Shawna M. Victor



No. 326-2003

Certified Copy of Order

of BOONE COUNTY COMMISSION, Made at

July Term, 2003

In the Matter of

Durk Road Bridge Documents

**BRIDGE OWNERSHIP AND MAINTENANCE AGREEMENT 326-2003  
DURK ROAD BRIDGE**

This Agreement dated this 13<sup>th</sup> day of June, 2003, is made by and between Boone County, Missouri, a political subdivision of the state of Missouri, by and through its County Commission, herein "Boone County", and Callaway County, Missouri, a political subdivision of the state of Missouri, by and through its County Commission (herein "Callaway County").

**WITNESSETH:**

**WHEREAS**, Boone County and Callaway County through their County Commissions desire to formalize an agreement in which the ownership to the existing Durk Road Bridge across Cedar Creek is transferred to Callaway County, and

**WHEREAS**, Boone County and Callaway County desire to have the Durk Road bridge over Cedar Creek placed in Missouri Department of Transportation off-system bridge inventory for Callaway County to reflect the new ownership agreement, and

**WHEREAS**, Callaway County desires to assume full responsibility for the maintenance, repair, and improvement of the Durk Road bridge and Boone County desires to grant Callaway County a maintenance easement on the Boone County side of Cedar Creek for this purpose, and

**WHEREAS**, the parties desire to memorialize the terms and conditions of their agreement.

**NOW THEREFORE**, in consideration of the performance by each party of their obligations under this agreement, the parties agree as follows:

1. **Bridge Ownership** -It is agreed that from and after the date of this agreement Callaway County shall be the owner of the Durk Road Bridge over Cedar Creek; Boone County further agrees to convey any interest it may have in this bridge to Callaway County by deed and to grant Callaway County an easement for bridge maintenance, repair, improvement or replacement purposes within the public road abutting and adjoining the bridge located in Boone County in order to permit Callaway County to maintain, repair, improve or replace this bridge from and after the date of this agreement. A quitclaim deed and a maintenance easement for the Durk Road Bridge is attached and made a part hereof and shall be executed by the parties and recorded in Boone and Callaway County at each county's respective expense.

2. **Missouri Department of Transportation Designation Changes** - The parties agree to submit a request to the Missouri Department of Transportation to have the Durk Road Bridge over Cedar Creek (bridge number 2850022) be placed in the Callaway County bridge. Each party further agrees that this change in the off-system bridge inventory designation shall be accomplished as soon as reasonably



practical after the signature and execution of the deeds and easements called for herein.

3. **Future Obligations** - Boone County and Callaway County further agree that from and after the date of this agreement all responsibility and liability for the use, maintenance, repair and improvement of the Durk Road Bridge over Cedar Creek shall be solely vested in Callaway County, Missouri.

**IN WITNESS WHEREOF**, the parties through their duly authorized representatives have executed this agreement effective as of the above-referenced date.

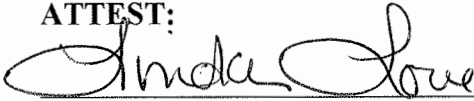
**CALLAWAY COUNTY, MISSOURI**  
**BY: CALLAWAY COUNTY COMMISSION**  
**COMMISSION**

BY:   
Presiding Commissioner

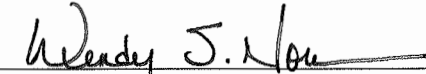
**BOONE COUNTY, MISSOURI**  
**BY: BOONE COUNTY**

BY:   
Presiding Commissioner

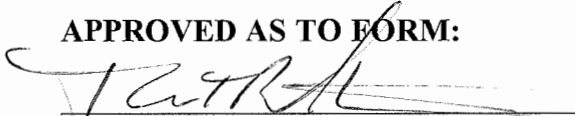
**ATTEST:**

  
County Clerk


**ATTEST:**

  
County Clerk w

**APPROVED AS TO FORM:**

  
Prosecuting Attorney

**APPROVED AS TO FORM:**

  
County Counselor

**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.

no unencumbered balance 6/24/03  
Auditor dyse Date

**DURK ROAD BRIDGE REPLACEMENT PROJECT  
COOPERATIVE AGREEMENT**

326-2003

This Agreement dated this 13<sup>th</sup> day of JUNE, 2003, is made by and between Boone County, Missouri, a political subdivision of the state of Missouri, by and through its County Commission, herein "Boone County", and Callaway County, Missouri, a political subdivision of the state of Missouri, by and through its County Commission (herein "Callaway County").

WHEREAS, Boone County and Callaway County each desire to replace Durk Road Bridge over Cedar Creek.

NOW THEREFORE, Boone County and Callaway County agree as follows:

1. The effectiveness of the terms and conditions of this agreement shall be subject to the condition precedent of Callaway County and Boone County approving and signing the Bridge Ownership and Maintenance Agreement for the Durk Road Bridge; approving, signing and recording in each County the indentures required in said agreement; and submitting a request to the Missouri Department of Transportation to have the existing Durk Road Bridge over Cedar Creek (bridge number 2850022) being placed in the Callaway County off-system bridge inventory.
2. Upon satisfaction of the terms and conditions of paragraph one above, Boone County shall assign to Callaway County as well as record on the form Assignment attached hereto the attached Easement For Public Roadway and Utility Purposes for the Durk Road replacement bridge approach. Boone County shall further reimburse Callaway County upon invoice and submission of documentation of actual costs 50% of the actual cost of design and construction for the replacement of the Durk Road bridge and the demolition and removal of the existing bridge, not to exceed Forty-two Thousand, Five Hundred Dollars (\$42,500.00). Such reimbursement shall be payable upon the completion of construction of the replacement bridge over Cedar Creek for Durk Road and closure and demolition of the existing bridge.
3. Callaway County shall be solely responsible for the verification and/or acquisition of necessary property rights for the Durk Road replacement bridge and design and construction of a new replacement bridge. Callaway County agrees to submit a request to the Missouri Department of Transportation to have the Durk Road Replacement Bridge over Cedar Creek being placed in the Callaway County off-system bridge inventory. Boone County and Callaway County further agree that from and after the date of this agreement all responsibility and liability for the use, maintenance, repair and improvement of the new Durk Road Replacement Bridge over Cedar Creek as well as approaches shall be solely vested in Callaway County, Missouri.

4. This contract is intended to be solely for the benefit of the parties and is not and shall not be construed to be for the direct or indirect benefit of any person or entity not a party to this agreement. The financial obligations of the parties hereunder shall be subject to annual appropriations being made available by the parties for paying their respective share of the costs and expenses during the fiscal year or years in which this bridge replacement project is carried out until completed. Both parties agree to exercise their best efforts in budgeting and appropriating funds to meet their respective financial obligations for the project and shall promptly notify the other party of any inability to meet their financial obligations for any aspect of the project to be placed under contract prior to bid or contract letting.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their authorized officials on the day and year first above written.

**CALLAWAY COUNTY, MISSOURI**  
**BY: CALLAWAY COUNTY**  
**COMMISSION**

BY:   
Presiding Commissioner

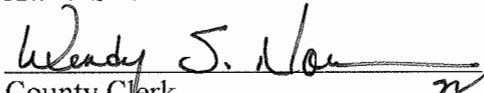
**BOONE COUNTY, MISSOURI**  
**BY: BOONE COUNTY**  
**COMMISSION**

BY:   
Presiding Commissioner

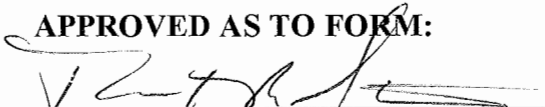
**ATTEST:**

  
County Clerk

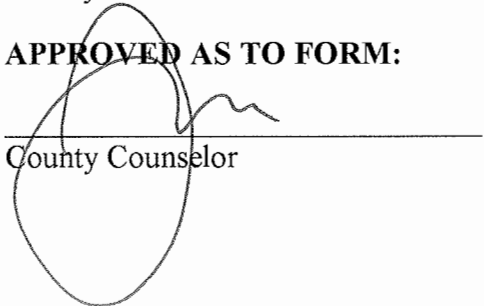
**ATTEST:**

  
County Clerk

**APPROVED AS TO FORM:**

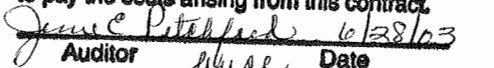
  
Prosecuting Attorney

**APPROVED AS TO FORM:**

  
County Counselor

**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.

 6/28/03  
Auditor Myse Date  
2045-71100 +42,500



Recorded in Boone County, Missouri

Date and Time: 07/10/2003 at 01:03:34 PM

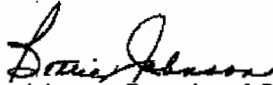
Instrument #: 2003027891 Book: 02275 Page: 0770

First Grantor: BOONE COUNTY MISSOURI

First Grantee: CALLAWAY COUNTY MISSOURI

Instrument Type: ODR

Recording Fee: \$38.00

  
Bettie Johnson, Recorder of Deeds



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

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



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

**BRIDGE QUITCLAIM DEED AND MAINTENANCE EASEMENT  
DURK ROAD BRIDGE**

**THIS INDENTURE**, made on the 1 day of JULY, Two Thousand and Three (2003), by and between Boone County, Missouri, through its County Commission, a political Subdivision of the State of Missouri, herein Grantor, and Callaway County, Missouri, through its County Commission, a political Subdivision of the State of Missouri, herein Grantee (Grantee's mailing address is: Callaway County Commission, Callaway County Courthouse, 10 E. 5<sup>th</sup> St., Fulton, MO 65251).

**WITNESSETH**, that the said Grantor, for the sum of ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, does by these presents, Remise, Release and forever Quit Claim, unto the said Grantee, the following described fixture upon real estate, lying, being and situated in the County of Boone and Callaway, State of Missouri, to-wit:

Any and all interest that the Grantor may possess in a bridge located over Cedar Creek on Durk Road in Section 10, Township 49 North, Range 11 West, said bridge traversing the border of Boone and Callaway Counties, Missouri.

**TOGETHER WITH** a perpetual easement abutting and adjoining said bridge on the public road right of way of the Grantor as reasonably necessary in the judgment of the Grantee for purposes of maintaining, repairing, improving, or replacing said bridge; said easement to cease to exist in the event the said bridge is permanently closed, removed or abandoned by the Grantee, or the Grantees successors or assigns.

**TO HAVE AND TO HOLD** the same exclusive of said easement with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee, and its successors and assigns, FOREVER; so that neither the said Grantor(s), nor his or her or their heirs, nor any other person or persons for him or her or them or in his or her or their name, or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand through authorized official the day and year first above written.

BOONE COUNTY, MISSOURI  
By Its County Commission

  
Keith Schmarre, Presiding Commissioner

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

772

STATE OF MISSOURI }  
                                  } SS  
County of Boone }

On this 1 day of JULY, 2003 before me personally appeared Keith Schnarre, to me known to be the presiding commissioner of the County Commission of Boone County, Missouri, described in and who executed the foregoing instrument, and acknowledged that he was duly authorized to execute the foregoing instrument on behalf of said County Commission for the purposes therein stated.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal, at my office in the County of Boone, State of Missouri, the day and year first above written.

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

My term expires 14 OCTOBER, 2005

Shawna M. Victor  
SHAWNA M. VICTOR, Notary Public

(SEAL)

**DEED ACCEPTED BY: CALLAWAY COUNTY, MISSOURI**

By Its County Commission

Lee Fritz  
Lee Fritz, Presiding Commissioner

ATTEST:  
Linda Love  
Linda Love, County Clerk



STATE OF MISSOURI }  
                                  } SS  
COUNTY OF CALLAWAY }

On this 8<sup>th</sup> day of July, 2003 before me personally appeared Lee Fritz, to me known to be the presiding commissioner of the County Commission of Callaway County, Missouri, described in and who executed the foregoing acceptance, and acknowledged that he was duly authorized to execute the foregoing acceptance on behalf of said County and County Commission for the purposes therein stated.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal, at my office in the County of Callaway, State of Missouri, the day and year first above written.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal, at my office in the County of Callaway, State of Missouri, the day and year first above written.

(SEAL)

My term expires  
9/20/03

**JANE GLASFORD**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Callaway  
My Commission Expires: 9/20/03

Jane Glasford  
JANE GLASFORD, Notary Public

## ASSIGNMENT

For value received and the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Boone County, Missouri, a political subdivision of the state of Missouri, through its County Commission, herein Assignor and Grantor for recording purposes, hereby, assigns, and transfers, and to Callaway County, Missouri, a political subdivision of the state of Missouri, through its County Commission, herein Assignee and Grantee for recording purposes (Grantee's mailing address: Callaway County Commission, Courthouse, Fulton, MO 65251) all right, title and interest in and to the following described easement for public roadway and utility purposes recorded at Book 2188, Page 373, Boone County Records, applicable to the following described real estate, to-wit:

All that land of the Grantor(s) being part of a tract of land located in the East Half of Section 10, Township 49 North, Range 11 West as described by the Deed recorded in Book 355, Page 383 of the records of said county and lying within the following described land:

Starting at the northwest corner of a survey recorded in Book 453, Page 235 of said records; thence South 85° 20' East along the north line of said survey 623.4 feet to the most northerly northeast corner of said survey; thence South 14° 33' 28" East 767.5 feet to point "A"; thence South 61° 23' 35" East to the center of Cedar Creek, the boundary between Boone County and Callaway County; ALSO from point "A" South 47° 19' 39" West 44.0 feet; thence South 61° 23' 35" East to said center of creek and said boundary.

This Assignment to include all rights and interests recited in said easement including but not limited to the right of entry and the right of maintenance and the right to make repairs and improvements.

Dated this 1 day of JULY, 2003.

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk 

BOONE COUNTY COMMISSION

BY: Keith Schnarre  
Keith Schnarre, Presiding Commissioner

State of Missouri )  
) ss  
County of Boone )

On this 1 day of JULY, 2003, before me, a Notary Public in and for said state, personally appeared, Keith Schnaree, known to me to be the Presiding Commissioner of the County Commission in and for Boone County, Missouri, and he acknowledged to me that he executed the within Assignment as authorized by and in behalf of said Commission for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Boone and State aforesaid, the day and year first above written.

SHAWNA M. VICTOR  
Notary Public - Notary Seal  
State of Missouri  
County of Boone

Shawna M. Victor  
Notary Public (Signature)  
SHAWNA M. VICTOR  
Print or type name of Notary Public

SEAL My Commission Expires October 14, 2005

My Commission Expires: 14 OCTOBER 2005

**ACCEPTANCE OF ASSIGNMENT**

The undersigned, on behalf of the County Commission for Callaway County, Missouri, hereby accepts assignment of the above described easement executed by the above Assignor.

ATTEST:

Linda Love  
Love, County Clerk

**CALLAWAY COUNTY COMMISSION**

BY Lee Fritz Linda  
Lee Fritz, Presiding Commissioner

State of Missouri )  
) ss  
County of Callaway )

On this 8<sup>th</sup> day of July, 2003, before me, a Notary Public in and for said state, personally appeared, Lee Fritz, known to me to be the Presiding Commissioner of the County Commission in and for Callaway County, Missouri, and he acknowledged to me that he executed the within Acceptance of Assignment as authorized by and in behalf of said Commission for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Boone and State aforesaid, the day and year first above written.

JANE GLASFORD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Callaway  
My Commission Expires: 9/20/03

Jane Glasford  
Notary Public (Signature)  
Jane Glasford  
Print or type name of Notary Public

SEAL

My Commission Expires:  
9/20/03



# Callaway County Court Order

State of Missouri }  
Callaway County } ss

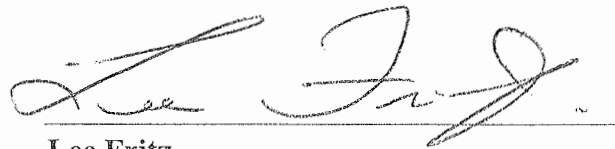
May Term 2003

In the County Commission of said county, on the 13th day of June 2003 the following, among other proceedings, were had, viz:

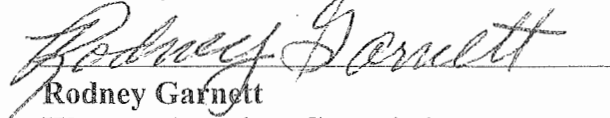
Now on this day the Callaway County Commission does hereby authorize the Presiding Commissioner, Lee Fritz, to sign documents pertaining to the Durk Road Bridge.

- Bridge Ownership and Maintenance Agreement Durk Road Bridge
- Durk Road Bridge Replacement Project Cooperative Agreement;
- Assignment
- Bridge Quitclaim Deed
- Maintenance Easement Durk Road Bridge

See Attachments.





**Lee Fritz**  
**Presiding Commissioner**



**Rodney Garnett**  
**Western Associate Commissioner**



**J. Robert Rankin**  
**Eastern Associate Commissioner**

Attest:   
County Clerk/Deputy  


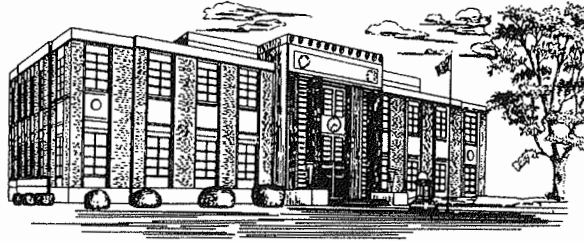
# CALLAWAY COUNTY COMMISSION

10 East 5th St.  
Fulton, MO 65251

Phone 573-642-0737  
642-0738  
FAX 642-1032

Rodney Garnett  
Western Associate  
Commissioner

J. Robert Rankin  
Eastern Associate  
Commissioner



Lee Fritz  
Presiding Commissioner

Juanita Clingman  
Deputy to Commission

June 13, 2003

RECEIVED

JUN 16 2003

Boone County Commission

Boone County Commission  
Administrative Offices  
801 E Walnut  
Columbia, MO 65201

Attn: Presiding Commissioner Keith Schnaree

Dear Keith;

Callaway County has signed and notarized the required documentation regarding the Durk Road Bridge improvement. Please have the required documents signed and returned to the Callaway Commission for recording purposes.

Once again, Callaway County and Boone County have demonstrated true cooperation. Thank you very much.

Sincerely,

A handwritten signature in cursive script that reads "Lee Fritz".

Lee Fritz  
Presiding Commissioner

# Callaway County Court Order

State of Missouri }  
Callaway County } ss

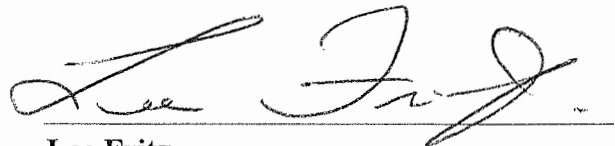
May Term 20 03

In the County Commission of said county, on the 13th day of June 20 03 the following, among other proceedings, were had, viz:


Now on this day the Callaway County Commission does hereby authorize the Presiding Commissioner, Lee Fritz, to sign documents pertaining to the Durk Road Bridge.

- Bridge Ownership and Maintenance Agreement Durk Road Bridge
- Durk Road Bridge Replacement Project Cooperative Agreement;
- Assignment
- Bridge Quitclaim Deed
- Maintenance Easement Durk Road Bridge

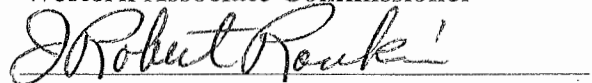
See Attachments.





**Lee Fritz**  
Presiding Commissioner



**Rodney Garnett**  
Western Associate Commissioner



**J. Robert Rankin**  
Eastern Associate Commissioner

Attest:   
County Clerk/Deputy  




**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

County of Boone

July Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

1<sup>st</sup> day of July 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the Ludwick Boulevard Stormwater Control Improvement Project contract between the County of Boone and the City of Columbia. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 1<sup>st</sup> day of July, 2003.

ATTEST:

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

Keith Schnarre

Keith Schnarre  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Skip Elkin

Skip Elkin  
District II Commissioner

**LUDWICK BOULEVARD  
STORMWATER CONTROL IMPROVEMENT PROJECT**      327-2003

This agreement is entered into on this   1   day of   JULY  , 2003, between the City of Columbia, MO (hereinafter "City") and Boone County, Missouri (hereinafter "County").

WHEREAS, the City and the County each desire to improve stormwater controls and management on and along sections of Ludwick Boulevard and Goodin Branch Creek.

NOW, THEREFORE, the City and County agree as follows:

1. The parties shall participate in a joint project with the intention to improve drainage structures for improved storm water management along Ludwick Boulevard and Goodin Branch Creek.
2. The project shall consist of two phases. Phase One shall consist of retaining a consulting engineer to prepare plans and perform studies in order to develop engineering design and construction cost estimates. If the parties agree to proceed after final plans and specifications are prepared, Phase Two shall be the actual construction.
3. The County shall engage the services of a mutually acceptable consulting engineering firm to accomplish Phase One and shall let bids for construction of the project and administer the contract for construction, including providing construction inspection and management.
4. Each party shall pay 50% of the costs and expenses of the project and ancillary costs or expenses directly attributable to the project including but not limited to easement acquisition and utility relocations. It is estimated the project may cost up to \$ 154,000. No work costing in excess of this amount shall be done without the written permission of the parties.
5. Upon the retaining of a consulting engineer, the engineer shall develop an outline of the project including all major milestones of the project. The project shall proceed in accordance with the project outline as both parties agree milestones for the project have been met.
6. This contract shall be subject to annual appropriations being made available by the parties for paying their respective share of the project costs and expenses during the fiscal years in which this project is carried out until completed. No aspect of the project shall be bid out or contracted until the funds to pay for the work are available.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement by their authorized officials on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

Raymond A. Beck  
Raymond A. Beck, City Manager

ATTEST:

Penny St. Romaine  
Penny St. Romaine, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann  
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

ATTEST:

Wendy J. Noren  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

John Patton  
John Patton, County Attorney

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.

no encumbrance required 6/24/03  
Auditor by se Date

APPROVED

David Mink 6/19/03  
David Mink, Public Works Director

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

June 13, 2003 - ES&S Job No. 9508

2003 Drainage Improvements - Ludwick Boulevard

Columbia, Missouri

<b>BASE BID</b>			
<b>BID ITEM</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>EXTENSION</b>
Double Barrel 5'X10'X45' Box Culvert, cu. yd.	128	\$350.00	\$44,800.00
Remove Existing CMP's Lump Sum	1	\$8,000.00	\$8,000.00
Excavation, Soil, cu. yd.	600	\$5.00	\$3,000.00
Segmental Block Retaining Wall, East Side, sq. ft.	710	\$23.00	\$16,330.00
Segmental Block Retaining Wall, West Side, sq. ft.	505	\$23.00	\$11,615.00
Backfill (Box Culvert), sq. yd.	170	\$5.00	\$850.00
Erosion Control Fencing, Lump Sum	1	\$500.00	\$500.00
Pavement Repair, sq. yd.	150	\$25.00	\$3,750.00
Guard Rail, LF	110	\$50.00	\$5,500.00
Seed & Site Restoration, Lump Sum	1	\$2,000.00	\$2,000.00
Rip Rap, sq. yd.	25	\$103.00	\$2,575.00
Erosion Control Mat, (NA Green), sq. yd.	350	\$6.00	\$2,100.00
Energy Disipators, ea.	5	\$300.00	\$1,500.00
Utility Relocates, Lump Sum	1	\$5,000.00	\$5,000.00
Saw Cut, Lump Sum	1	\$1,000.00	\$1,000.00
Traffic Control, Lump Sum	1	\$5,000.00	\$5,000.00
Ludwick Drive Stabilization, Lump Sum	1	\$10,000.00	\$10,000.00
<b>TOTAL PROJECT COST - BASE BID</b>			
Subtotal			\$123,520.00
Contingency, 10%			\$12,352.00
<b>Total Project Cost - Base Bid</b>			<b>\$135,872.00</b>



017799

Permanent Record  
Filed in Clerk's Office

Introduced by Loveless

First Reading 8-4-03 Second Reading 8-18-03

Ordinance No. 017799 Council Bill No. B 256-03

AN ORDINANCE

authorizing the City Manager to execute an agreement with Boone County, Missouri for a storm water improvement project; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County, Missouri for a storm water improvement project at Ludwick Boulevard and Goodin Branch Creek. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 18th day of August, 2003.

ATTEST:

Debra Stouman  
City Clerk

[Signature]  
Mayor and Presiding Officer  
Pro Tem

APPROVED AS TO FORM:

[Signature]  
City Counselor



# CITY OF COLUMBIA, MISSOURI

---

PUBLIC WORKS DEPARTMENT

August 20, 2003

Boone County Public Works  
ATTN: Natalie S. Meighan, Administrative Assistant  
5551 Highway 63 South  
Columbia, MO 65201

RE: *Ludwick Boulevard Stormwater Control Improvement Project Agreement*

Enclosed for your file is an executed copy of the *Ludwick Boulevard Stormwater Control Improvement Project* agreement between the City of Columbia and Boone County in connection with a storm water improvement project at Ludwick Boulevard and Goodin Branch Creek. Also enclosed for your records is a copy of Ordinance No. 17799 authorizing City approval and execution of the agreement.

Feel free to contact this office if you have any questions or need additional information related to this agreement.

DEPARTMENT OF PUBLIC WORKS

Kathy Frerking  
Management Support Specialist

Enclosure