

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned Term Term. 20 10

In the County Commission of said county, on the 16th day of September 20 10

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

Now on this day the County Commission of the County of Boone does hereby set the 2010 tax rates per hundred dollars of assessed valuation for county purposes as follows:

County of Boone	Total \$.2802
General Revenue	\$.1200
Common Road and Bridge	\$.0475
Group Homes	\$.1127
County-wide Surtax on Subclass III Property	\$.6100

Now be it further ordered that the County Commission, having received reports from the various political subdivisions, so sets their tax rates per hundred dollars of assessed valuation as instructed for the year 2010:

State of Missouri	\$.0300
Columbia Public Schools	Total \$4.8492
Incidental Fund	\$1.4392
Teachers Fund	\$2.5581
Debt Service	\$.8019
Capital Projects	\$.0500
Southern Boone County R-I Schools	Total \$4.5460
Incidental Fund	\$3.2660
Teachers Fund	\$.0000
Debt Service	\$1.2800
Capital Projects	\$.0000
Hallsville R-IV Schools	Total \$4.2473
Incidental Fund	\$3.0273
Teachers Fund	\$.0000
Debt Service	\$1.0600
Capital Projects	\$.1600
Sturgeon R-V Schools	Total \$4.7324
Incidental Fund	\$3.4624
Teachers Fund	\$.0000
Debt Service	\$1.2700
Capital Projects	\$.0000

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In the County Commission of said county, on the 16th day of September 20 10

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

Centralia R-VI Schools	Total \$4.3595
Incidental Fund	\$3.4695
Teachers Fund	\$.0000
Debt Service	\$.8900
Capital Projects	\$.0000
Harrisburg R-VIII Schools	Total \$4.5600
Incidental Fund	\$3.4100
Teachers Fund	\$.0000
Debt Service	\$1.1500
Capital Projects	\$.0000
New Franklin R-I Schools	Total \$3.9620
Incidental Fund	\$3.4390
Teachers Fund	\$.0000
Debt Service	\$.5230
Capital Projects	\$.0000
Fayette R-III Schools	Total \$4.2241
Incidental Fund	\$3.4856
Teachers Fund	\$.0000
Debt Service	\$.7385
Capital Projects	\$.0000
North Callaway R-I Schools	Total \$3.7523
Incidental Fund	\$3.0901
Teachers Fund	\$.0000
Debt Service	\$.6622
Capital Projects	\$.0000
City of Ashland	Total \$.3202
General Revenue	\$.2612
Debt Service	\$.0590
City of Centralia	Total \$.9590
General Revenue	\$.6624
Parks & Recreation	\$.2966
City of Columbia	Total \$.4100
General Revenue	\$.4100
City of Hallsville	Total \$.8689
General Revenue	\$.5789
Debt Service	\$.2900

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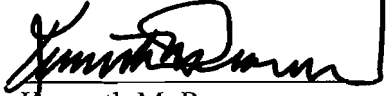
STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned Term Term. 20 10

In the County Commission of said county, on the 16th day of September 20 10
the following, among other proceedings, were had, viz:

Town of Harrisburg	General Revenue	\$.3345
Village of Hartsburg	General Revenue	\$.5141
City of Rocheport	General Revenue	\$.2589
Special Business District	General Revenue	\$.4788
City of Sturgeon	General Revenue	\$.5500
Boone County Fire Protection District	Total	\$.6299
General Revenue	\$.6010	
Dispatch Fund	\$.0289	
Southern Bo. Co. Fire Protect. District	Total	\$.4291
General Revenue	\$.2125	
Dispatch	\$.0280	
Debt Service	\$.1886	
Boone County Library District	Total	\$.2986
Centralia Library District	Total	\$.3782
Library	\$.2997	
Library Bond	\$.0785	
Columbia Regional Library	Total	\$.5221
General Revenue	\$.2971	
Debt Service	\$.2250	
Callahan Watershed Subdistrict		\$.0900

Done this 16th day of September 2010.


Kenneth M. Pearson
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.

September Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 16th day of September 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the Grant of Easement for Stream Bank Protection agreement between Boone County, Missouri, and the City of Columbia, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16th day of September, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

GRANT OF EASEMENT FOR STREAM BANK PROTECTION

KNOW ALL MEN BY THESE PRESENTS:

THAT, Boone County, Missouri, a political subdivision of the state of Missouri, through its County Commission, hereinafter referred to as Grantor, on this 16 day of September, 2010, in consideration of the benefit to be derived from the stream bank protection project, do hereby remise, release and forever quitclaim unto the City of Columbia, Missouri, a municipal corporation, whose mailing address is P.O. Box 6015, Columbia, MO 65205, hereinafter referred to as Grantee, and its assigns, a perpetual and assignable right and easement to construct, maintain, repair, operate, patrol and replace a stream bank protection project, including all appurtenances thereto, and a right of ingress and egress; reserving however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines, and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

Permanent Stream Bank Protection Easement

A tract of land located in the southeast quarter of Section 29 T48N R13W, in Columbia, Boone County, Missouri, being part of Tract B of a survey recorded in book 986 page 776, described as follows:

Starting at the southeast corner of Section 29-48-13, thence N 0°46'30"E, along the section line, 503.24 feet to the southeast corner of Tract B of a survey recorded in book 986 page 776; thence along the southerly lines of said Tract, S 85°52'30"W 310.2 feet; thence N 82°26'30"W 226.44 feet to the point of beginning.

From the point of beginning, thence, continuing along the southerly line of Tract B of a survey recorded in book 986 page 776, N 82°26'30"W 41.36 feet; thence N 68°38'30"W 90.40 feet; thence N 32°49'30"W 142.82 feet; thence, leaving said line, N 54°33'40"E 67.70 feet; thence S 46°47'40"E 232.00 feet; thence S 29°10'20"W 44.43 feet to the beginning and containing 19,818 square feet or 0.45 acre.

Subject to easements and restrictions of record.

(Warranty deed recorded in book 903 page 627)

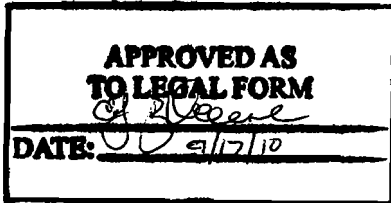
This grant includes the right of the Grantee, its officers, agents, employees, and assigns, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted, and includes, also, the right to trim, cut, clear, or remove, at any time from said easement trees, brush, and

any and all obstructions of whatsoever kind or character which, in the judgment of said Grantee, may endanger the safety of or interfere with the operation and maintenance of said Grantee's facilities; and the right of ingress and egress to and from the herein described easement over any of the adjoining lands of the Grantor for the purpose of exercising any of the rights herein granted. The Grantor agrees that it will not erect any building or structure on the herein described easement or permit any hazard or obstruction of any kind on said easement or on premises of the Grantor adjoining the same on either side which, in the judgment of the Grantee, shall interfere with the construction, placement, operation, and maintenance the Grantee's facilities.

To have and to hold the same, with all rights, immunities, privileges and appurtenances thereto belonging, unto said Grantee and Grantee's assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the day and year first above written.

BOONE COUNTY, MISSOURI
a political subdivision of the State of Missouri,
by its County Commission



By [Signature]
Kenneth M. Pearson, Presiding Commissioner

Attest: [Signature]
Wendy S. Noren, County Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 17th day of September, 2010, before me, a notary public in and for said state, personally appeared Kenneth M. Pearson and Wendy S. Noren, Presiding Commissioner and County Clerk respectively of Boone County, Missouri, a Political Subdivision of the State of Missouri, by its County Commission, and further acknowledged and that they executed the same as their free act and deed for the purposes therein stated and have been granted the authority by said County Commission on behalf of Boone County, Missouri, to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

KRISTINA JOHNSON
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 16, 2013
Commission # 09868966

[Signature]
Notary Public

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STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 16th day of September 20 10


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

Now on this day the County Commission of the County of Boone does hereby approve the road maintenance agreement between Boone County, Missouri, and the City of Ashland, Missouri, for snow removal, Angel Lane, and general road maintenance. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 16th day of September, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR
601 E. WALNUT, SUITE 207
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

CONTRACT ROUTING REQUEST

PLEASE ROUTE IN THE ORDER LISTED BELOW:

(KEEP THIS FORM WITH THE DOCUMENTS BEING ROUTED.)

<u>CONTRACT(S)</u>	<u>DATE</u>	<u>COMMENTS</u>
1. County Counselor to June Pitchford, Auditor	9/9/10 <i>JD</i>	_____
2. June Pitchford, Auditor to Kristina Johnson, Deputy County Clerk for placement on the Commission Agenda		RECEIVED SEP 09 2010
3. After Commission Approval Kristina Johnson, Deputy County Clerk Retain one original and mail 1 original to:		_____

BOONE COUNTY AUDITOR

Darla Sapp, Ashland City Clerk
P.O. Box 135
Ashland, MO 65010

Copies to:
Karen Miller, Southern District Commissioner
Derin Campbell, Boone County Public Works
CJ Dykhous, Boone County Counselor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A ROAD MAINTENANCE AGREEMENT BETWEEN THE CITY OF ASHLAND, MISSOURI AND THE BOONE COUNTY COMMISSION

WHEREAS, the City of Ashland and the County of Boone have responsibility for the general maintenance of roads and right-of-way within the respective jurisdiction; and

WHEREAS, both jurisdictions have overlapping responsibilities in and around the incorporated limits of the city and each jurisdiction feels it is in the best interest if only one jurisdiction had road maintenance responsibilities.

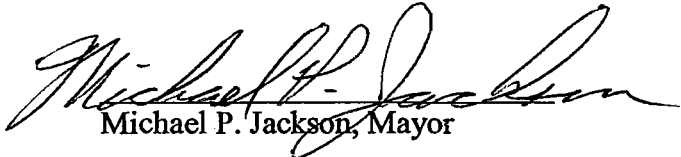
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an agreement with Boone County, Missouri, through its County Commission for Road Maintenance, specifically for New Salem, Robbie Forbis, Raymond Forsee, Loy Martin, and Hunters Bend Roads and Portion of Main and Liberty Street.

Section 2. The terms of said agreement is set forth in the attached maintenance agreement and marked as Exhibit A, which by this reference is incorporated herein as if more fully and completely set out.

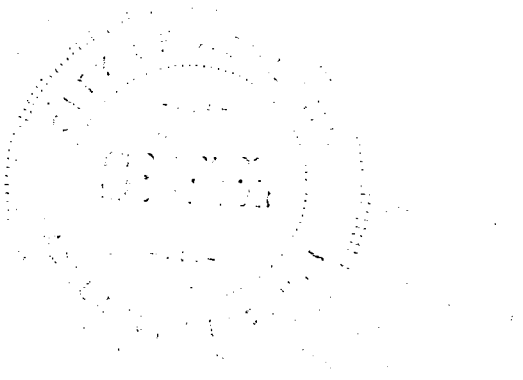
Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Passed this 17th day of August, 2010.


Michael P. Jackson, Mayor

Attest:


Darla Sapp, City Clerk



**BOONE COUNTY AND CITY OF ASHLAND
ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "Boone County" and the City of Ashland, Missouri, a political subdivision of the State of Missouri, herein "City".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. AUTHORITY: The parties have the authority to enter into this Agreement pursuant to the provisions of RSMo §70.220 and RSMo §71.340.
2. PURPOSE: The purpose of this agreement is to formalize an understanding regarding a portion of the road maintenance responsibilities of the parties.
3. MAINTENANCE AGREEMENTS:
 - a. Snow Removal – County agrees to perform all snow removal and salt/chemical application on the following roads (although City may complete said tasks on these roads if it chooses to based upon the needs of the snow event): all of Angel Lane; all of New Salem Road; all of Bullard Road; all of Dee Woods Road. City agrees to perform snow removal on the following roads: all of Robbie Forbis Lane; all of Loy Martin Road; all of Hunters Bend Road; Liberty Lane from Henry Clay to Palis Nichols Road; Old Hwy 63 South to Dee Woods Road.
 - b. Angel Lane – Angel Lane is jointly maintained for a portion of the road by the City and County due to the configuration of the current Ashland city limits, as shown on the attached Exhibit "A", which is incorporated herein by reference. City will, by this agreement, assume responsibility for improvements on, and all maintenance of, Angel Lane. County will share in the material and construction costs of said improvements as superintended by the City, for so long as the City limits remain as approximately depicted in Exhibit "A", by paying 30% of the cost for any agreed-upon projects, per the following information (all distances are approximate):
 - i. Length of Angel Lane: 6,691'

- ii. City of Ashland / Boone County shared length: 4,010 (2005' for each party)
- iii. City of Ashland length: 2,681'
- iv. Cost share for a project that involves the entire length of Angel Lane: City – 70%; County – 30%.

Payment for engineering services for any agreed-upon project on Angel Lane, and any costs related to those engineering services, shall be as agreed upon by the parties but costs for engineering services incurred by the City shall not be typically eligible for any percentage participation by the County.

The County may, subject to the provisions hereof, elect to terminate this Agreement with the City, as it pertains to Angel Lane, if the County is of the opinion that the City has failed to maintain Angel Lane appropriately. The County, if it intends to terminate this Agreement as to Angel Lane, will provide the City with sixty (60) days written notice of its intent to terminate the same and, if the City fails to cure the problem in a mutually-agreeable manner within that time, the Agreement as to Angel Lane shall thereafter terminate. The other agreements contained herein, however, shall remain in full force and effect.

- c. General Road Maintenance – The parties have agreed to allocate certain general road maintenance responsibilities between them. The maintenance contemplated herein includes periodic grading of the road surface and ditches, replacing gravel and mowing in the right-of-way. Sign repair or replacement, speed limits, law enforcement, driveway permits and culvert replacement will remain with the controlling jurisdiction. Some culvert replacement projects may be shared between the parties where the right-of-way is shared. The maintenance contemplated by this paragraph shall be shared as follows:
 - i. County – County shall maintain all of New Salem Road; all of Robbie Forbis Road; all of Raymond Forsee Road.
 - ii. City – City shall maintain all of Loy Martin Road; all of Hunters Bend Road; portion of Main Street and Liberty Lane along property

currently owned by Dale and Nancy Lenger, Parcel #: 24-502-15-00-005.02 01 (as shown on attached Exhibit "B").

4. **NONAPPROPRIATION:** Notwithstanding any other provision of this Agreement, any term that requires either City or County to make a payment of funds is conditioned upon there being a sufficient, unencumbered balance of funds appropriated for that purpose.
5. **REPRESENTATION OF SIGNATORIES:** The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement effective as of the date of the last party to execute the same.

Executed by the City of Ashland this 17th day of August, 2010.

Executed by Boone County this 16th day of September 2010.

CITY OF ASHLAND

By: Michael P. Jackson
Mayor
Printed Name: Michael P. Jackson

BOONE COUNTY

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

ATTEST:

Darla Sepp
City Clerk
Printed Name: Darla Sepp

ATTEST:

Wendy S. Norenks
Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

AUDITOR CERTIFICATION

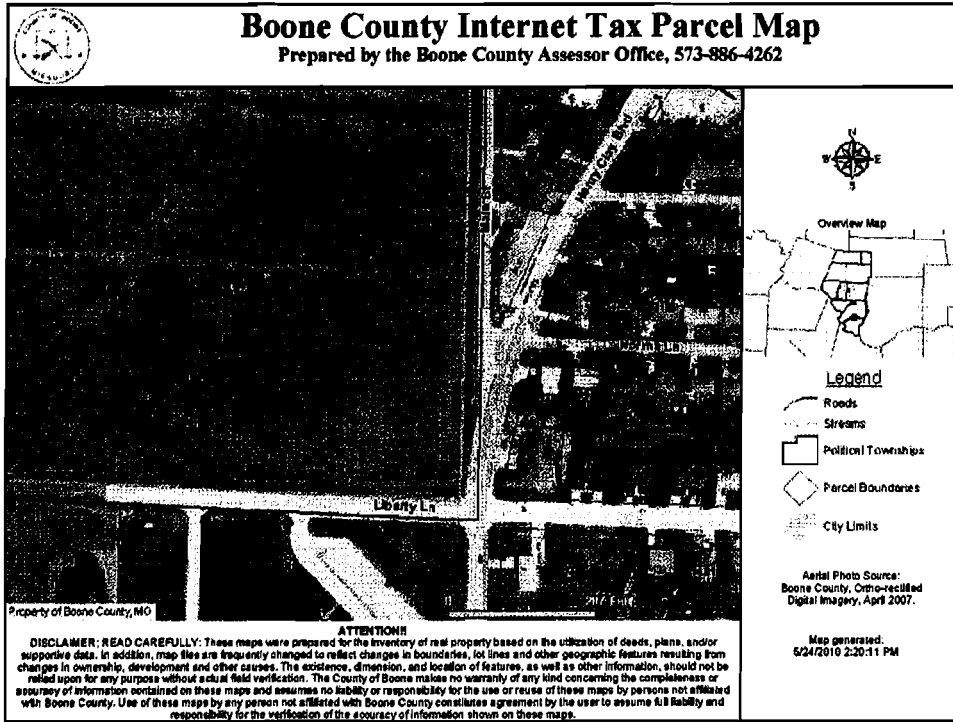
I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there exists a sufficient unencumbered appropriation balance.

June E. Pitchford 9/10/10
June E. Pitchford, Auditor by cy Date

EXHIBIT A



NOTES:
1. DIMENSIONS ARE BASED ON RECORDED SURVEYS AND PLATS, AND
ROUNDED TO NEAREST FOOT; NO FIELD SURVEY WORK WAS PERFORMED.



<http://gis.showmeboone.com/servlet/com.esri.esrimap.Esrimap?ServiceName=overview&ClientVersion=4.0&Form=True&Enc...> 5/24/2010

Exhibit "B"

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 16th day of September 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 41-19Aug10 Owen School Road Bridge to Concrete Engineering, LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16th day of September, 2010.

ATTEST:

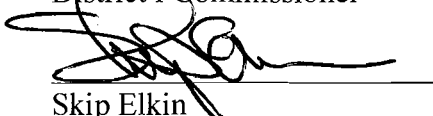
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan,
DATE: September 15, 2010
RE: Bid Award Recommendation: 41-19AUG10 – Owen School Road Bridge

The Bid for Owen School Road Bridge on August 19, 2010. Four bids were received. Boone County Purchasing and Public Works recommend award of the bid to Concrete Engineering for offering the lowest and best bid for Boone County.

Adding a 10% contingency amount of \$9,713.00 to the base bid total of \$97,130.00 results in a Purchase Order total of \$106,843.00. Contract will be paid from department 2045 – PW – Design and Construction, account 71100 – Outside Services. The Budgeted amount for this project is \$200,000.00.

Attached for review is the Bid Tabulation.

ATT: Bid Tabulation
Public Work's memo

cc: Derin Campbell, Public Works
Bid File

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Concrete Engineering, LLC**, (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: 41-19AUG10 – Owen School Road Bridge
Project Number 09-615-C
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is the **Bid Total in the amount of \$97,130.00.**

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

Notice to Bidders
Bid Form
Instructions to Bidders
Bid Response
Work Authorization Certification
Statement of Bidder's Qualifications
Anti-Collusion Statement
Signature and Identity of Bidder
Bidder's Acknowledgment
Insurance Requirements
Contract Conditions
Sample Contract Agreement
*Sample Performance Bond
*Sample Labor & Material Payment Bond
Affidavit—OSHA Requirements
Affidavit--Prevailing Wage
General Specifications
Technical Specifications
State Wage Rates
Boone County Standard Terms and Conditions
Project Plans and/or Details
Nationwide Permit

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

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

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

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

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

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

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: \$97,130.00.

Ninety Seven Thousand One Hundred Thirty Dollars and Zero Cents

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
9.16.10 at Columbia, Missouri.
(Date)

CONTRACTOR:
CONCRETE ENGINEERING, LLC

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative Signature

By: [Signature]
Kenneth M. Pearson, Presiding Commissioner

By: Greg Leary
Authorized Representative Printed Name
Title: Member

Approved as to Legal Form:
[Signature]
CJ Dykhouse
Boone County Counselor

ATTEST:
[Signature] RES
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature] 9/16/10 2045 / 71100 - \$97,130.00
Signature by [initials] Date Appropriation Account

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

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
N/A	

COMPANY NAME: Concrete Engineering, LLC
ADDRESS: 2906 Forest Ridge Ln.
CITY, STATE, ZIP: Jefferson City, MO 65109
PHONE NUMBER: 573-659-3740

AUTHORIZED REPRESENTATIVE: _____
TITLE: Member
SIGNATURE: [Signature]

List all Sub-Contractors planned to be utilized on this project.

N/A

BID FORM
OWENS SCHOOL ROAD BRIDGE
PROJECT NO.: 09-615-C

Description	Qty.	Unit	Unit Price	Total
Clearing and Grubbing	0.3	AC	\$ 6080. ⁰⁰	\$ 1824. ⁰⁰
Removal of Improvements	1	LS	\$ 400.	\$ 400. ⁰⁰
Unclassified Excavation	150	CY	\$ 30. ⁰⁰	\$ 4500. ⁰⁰
Embankment in Place	255	CY	\$ 22. ⁵⁰	\$ 5737. ⁵⁰
Removal of Bridges (25300051)	1	LS	\$ 1700. ⁰⁰	\$ 1700. ⁰⁰
Gravel (A) or Crushed Stone (B) (4" Thick)	1,846	SY	\$ 3. ⁰⁰	\$ 5538. ⁰⁰
Woven Wire Fence	85	LF	\$ 54. ⁰⁰	\$ 4590. ⁰⁰
Furnishing Type 2 Rock Blanket	155	CY	\$ 23. ⁰⁰	\$ 3565. ⁰⁰
Placing Type 2 Rock Blanket	155	CY	\$ 15. ⁰⁰	\$ 2325. ⁰⁰
Construction Signs	145	SF	\$ 12. ⁰⁰	\$ 1740. ⁰⁰
Type III Moveable Barricade	2	EA	\$ 200. ⁰⁰	\$ 400. ⁰⁰
Type III Moveable Barricade with Light	2	EA	\$ 218. ⁰⁰	\$ 436. ⁰⁰
Mobilization	1	LS	\$ 4000. ⁰⁰	\$ 4000. ⁰⁰
Permanent Erosion Control Geotextile	215	SY	\$ 3. ⁰⁰	\$ 645. ⁰⁰
Contractor Furnished Surveying and Staking	1	LS	\$ 1000. ⁰⁰	\$ 1000. ⁰⁰
Class B-1 Concrete (Culverts)	96.5	CY	\$ 319. ⁰⁰	\$ 30,783. ⁵⁰
Reinforcing Steel (Culverts)	18,530	LB	\$ 1. ⁰⁰	\$ 18,530. ⁰⁰
18" Galvanized Corrugated Metal Pipe	24	LF	\$ 36. ⁰⁰	\$ 864. ⁰⁰
30" Aluminized Corrugated Metal Pipe	58	LF	\$ 44. ⁰⁰	\$ 2552. ⁰⁰
Seeding	0.3	AC	\$ 6400.	\$ 1920. ⁰⁰
Sediment Removal	24	CY	\$ 20. ⁰⁰	\$ 480. ⁰⁰
Type I Ditch Check	24	EA	\$ 150. ⁰⁰	\$ 3600. ⁰⁰
Bid Total				\$ 97,130.⁰⁰

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Owens School Road Bridge

Project No.: 09-415-C

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Missouri Standard Plans for Highway Construction, Dated 2009, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.


SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Concrete Engineering, LLC

By: 
(Signature)

Greg Leary
(Print or Type Name)

Title: Member

Address: 2980 Forest Ridge Ln.

City, State, Zip: Jefferson City, MO 65109

Phone: 573-659-3740

Fax: 573-659-3785

Date: 8/19/10

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Cole)
State of MO)ss

My name is Greg Leary
I am an authorized agent of Concrete Engineering, LLC (Bidder).
This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 8-19-10
Affiant Date

Printed Name

Subscribed and sworn to before me this 19th day of August, 2010

[Signature]
Notary Public

ROBERTA A. LEARY
Notary Public-Notary Seal
STATE OF MISSOURI
Cole County
Commission Expires 11/05/2012
Commission #08408517

Company ID Number: 171998

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Concrete Engineering, LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Company ID Number: 171998

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Concrete Engineering, LLC

Bobbi Leary

Name (Please type or print)

Title

Electronically Signed

12/17/2008

Signature

Date

Department of Homeland Security -- Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

12/17/2008

Signature

Date

Projects Completed From July, 2002 through July, 2010

Date	Project	Contact Information	Amount of Contract
Jul-10	Capital City Church of Christ - Parking Lot	Reg Kinser - 573- 891-6363	52,630
Jul-10	Jefferson City Public Schools- Concrete Packages #3 & #4	Bob Weber - 573-659-3007	62,008
Jul-10	Central Missouri Community Action Headstart - Playground Site Work	Andy Prevoo - 573-443-8706	12,300
Apr-10	Miller County - Box Culverts	Jason Muller - 573-392-3312	35,300
Apr-10	City of Fayette, MO - Sidewalk Replacement	Lyn Henning - 573-221-4048	105,298
Jan-10	Lincoln University - Historical Accessibility Route	Mike Henderson - 573-681-5088	729,132
Nov-09	City of Columbia - Sidewalk Improvements (Ash, Leeway & Smiley)	David Bugg - 573-874-7269	63,217
Aug-09	City of Hallsville, MO - Four-Way ADA Crosswalks	Brandon Campbell (MODOT) 573-751-7691 ; City of Hallsville 573-696-3865	26,872
Aug-09	MO Assn. of Insurance Agents - Concrete Sidewalk (SUBCONTRACTOR)	Steve Buhr (WAVCO) 573-893-4880	124,432
Jul-09	Jefferson City Public Schools - Silework and Concrete Pad Installations	Bob Weber - 573-659-3007	153,158
Jun-09	Missouri State Lottery - Pavement Replacement	Alan Bennett - 573-526-7407	14,899
Jan-09	City of Rocheport, Missouri - Sidewalks	Marshall Engineering - 573-875-8832	162,901
Dec-08	Missouri National Guard Loading Dock	Mike Smith - 573-638-8655	62,099
Dec-08	Retina & Associates Building-Concrete Work (SUBCONTRACTOR)	Huebert Builders - 573-449-4996	89,584
Oct-08	Eaton Public Schools - Sidewalk & Curb and Gutter Replacement	Matt Davis - 573-392-8000	88,063
Oct-08	Cole County Public Works - Stormwater Improvements	MECO Engineering - 573-893-5558	59,905
Oct-08	City of Pilot Grove - Street Improvements	Eric Landwehr - 573-636-3614	180,123
Aug-08	Christian Church of Mid America - Sidewalk, Curb & Gutter/Steps (SUBCONTRACTOR)	Huebert Builders - 573-449-4996	15,747
Aug-08	Jefferson City Public Schools - 179 Soccer Park Concrete Work	Greg Horn - 573-230-7617	13,856
Aug-08	Riversedge Estates - New Subdivision Sidewalk	Joe Strammann - 573-644-2005	18,900
Nov-07	Osage County Fire Dist. Concrete Parking Lot	Roger Versluis - 573-634-3551	32,600
Jun-07	Glad Scouts - Heart of MO Council - Entrance, Curb, Sidewalk, Parking Lot	Ken Crouch - 573-680-4718	11,186
Jun-07	Jefferson City Public Schools - Drainage Improvements	Terry Rousch - 573-659-3038	16,930
Jun-07	Wricks Storage - Retaining Walls	Lance Winkler - 573-761-7440	10,450
May-07	City of Holts Summit - Antweiler Stormwater Drainage Improvements	City Hall - 573-898-5600	13,500
Apr-07	City of Bonnorville - Stormwater Improvements	Bradford Engineering - 573-761-3002	66,851
Apr-07	City of New Bloomfield - City Hall Parking Lot	Allstate Consultants - 573-999-5544	161,589
Sep-06	City of Jefferson, Parks & Rec. - Maint. Facility Footings/Foundation and Floor	Paul Beck - 573-893-5558	23,489
Sep-06	City of Jefferson, Parks & Rec. - Binder Park Parking Lot	MECO Engineering - 573-893-5558	160,860
Sep-06	Jefferson City Public Schools - Dix Road Educational Center Concrete Work	Draw Hake - 573-893-5558	158,794
Apr-06	County of Boone - Trails West Subdy. Stormwater Improvements	Bob Weber - 573-659-3007	37,819
Jan-06	City of Booneville - Osage Trail & Morgan Streets Stormwater Improvements	Public Works - 573-449-8515	86,873
Nov-05	City of Jefferson - Twin Hills Culvert Replacement	MECO Engineering - 573-893-5558	25,030
Jul-05	City of Jefferson - Emergency Response Building	Britt Smith - 573-634-6410	111,802
Mar-05	City of Jefferson - E. High St. Pocket Park Area & Parking Lot	Gene Williams - 573-634-6410	122,199
Nov-04	City of Jefferson - South Linden Drive Sidewalk Project	Len Bonnot - 573-634-6410	184,036
Nov-03	City of Jefferson - South Linden Drive Pedestrian Bike Trail	David Bange - 573-634-6410	68,816
Oct-03	City of Jefferson - Balair School Sidewalk Project	David Bange - 573-634-6410	100,225
Dec-02	City of Columbia - Southwest Corner of Broadway & Providence Right Turn Rd. Improvements	Jason Schneider - 573-634-6410	162,420
Dec-02	City of Jefferson - Eastland Drive Sidewalk Project	John Giescock - 573-874-7250	30,000
Jul-02	Housing Authority of Jefferson City - Entrance Drive Improvements	Matt Morsach - 573-634-6410	56,292
		Steve Hoffman - 573-635-6163	120,369
			50,000

Concrete Engineering, LLC

2010 CURRENT JOBS IN PROGRESS/AWARDED

Project	Contact Information	Contract Amount	Percentage Complete
City of Moberly - Municipal Parking Lot	David Ausmus - 660-385-6441	104,270.00	95%
City of Blackwater - Downtown Revitalization	Mike Logston - 573-893-5558	132,609.00	(25%) - 50% <i>DL</i>
MU Psychiatric Center - Modify Entrance	Trabue, Hansen & Hinshaw - 573-814-1568	141,000.00	Starting week of 8/23/10
		377,879.00	

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: Concrete Engineering, LLC
2. Business Address: 2906 Forest Ridge Ln.
Jefferson City, MO 65109
3. When Organized: 1/1998
4. When Incorporated: N/A
5. If not incorporated, state type of business and provide your federal tax identification number:
LLC 43-1807969
6. Number of years engaged in contracting business under present firm name:
12
7. If you have done business under a different name, please give name and location:
N/A
8. Percent of work done by own staff: 95%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: See Att.
12. List of projects currently in progress: See Att.

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Cole

Greg Leary

, being first duly sworn, deposes and

says that he is

Member

(Title of Person Signing)

of

Concrete Engineering, LLC

(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By

[Signature]

By

By

Sworn to before me this

19th day of August, 2010

Roberta A. Leary
Notary Public

My Commission Expires

11/5/2012

ROBERTA A. LEARY
Notary Public-Notary Seal
STATE OF MISSOURI
Cole County
Commission Expires 11/05/2012
Commission #08408517

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- sole individual
- partnership - LLC
- joint venture
- corporation, incorporated under laws of the state of _____

Dated August 19, 2010

Name of individual, all partners, or joint venturers:

Address of each:

Greg Leary
Bobbi Leary

241 Indian Meadow
Jefferson City, MO
65109

doing business under the name of:

N/A

(If using a fictitious name, show this name above in addition to legal names.)

Address of principal place of business in Missouri:

2906 Forest Ridge Ln.
Jefferson City, MO
65109

N/A

(If a corporation - show its name above)

ATTEST:
Bobbi Leary
(Secretary)
Member

[Signature]
(Title)
Member

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Cole

On this 19th day of August, 20 10

before me appeared Greg Leary to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual)~~ acknowledged that he executed the same as his free act and deed.

~~(if a partnership or joint venture)~~ acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the Member
President or other agent

of Concrete Engineering, LLC that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at 9:25 am the day and year first above written.

(SEAL) Roberta A. Leary Notary Public

My Commission expires November 5, 2012.

ROBERTA A. LEARY
Notary Public-Notary Seal
STATE OF MISSOURI
Cole County
Commission Expires 11/05/2012
Commission #08408517



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we CONCRETE ENGINEERING, LLC principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto BOONE COUNTY COMMISSION
801 East Walnut
Columbia, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid.
(\$ 5% of Amount Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Owens School Road Bridge - removing existing corrugated metal pipe culvert, installation of concrete box culvert, widening Owens School Road near the culvert

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

Signed and sealed this 11th day of August, 2010.

Bobbi Leary
(Witness)

CONCRETE ENGINEERING, LLC
(Principal) (Seal)

By: Raymond Member
(Title)

Diane M. O'Leary
(Witness) Diane M. O'Leary

Travelers Casualty and Surety Company of America

By: William P. Reidinger
William P. Reidinger Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 11th day of August 2010, before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared William P. Reidinger to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Diane M. O'Leary

Notary Public in the State of Illinois
County of Cook





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222390

Certificate No. 003643145

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, Douglas M. Schmude, Geoffrey E. Heekin, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky, Karen E. Bogard, Karen L. Daniel, Kathleen J. Mailés, Kimberly Bragg, Linda M. Iser, Marvin O. Rivera, Matthew V. Buol, Richard A. Moore Jr., Sandra M. Martinez, Sandra M. Nowak, Susan A. Welsh, Susan J. Preiksa, and William P. Reidinger

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of May, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 3rd day of May, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

OP ID RJ

DATE (MM/DD/YYYY)

09/02/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winter-Dent & Company 101 E. McCarty Street P.O. Box 1046 Jefferson City MO 65102-1046 Phone: 573-634-2122 Fax: 573-636-7500	CONTACT NAME: Jane Russell PHONE (A/C, No, Ext): 573-634-2122 FAX (A/C, No): 573-636-7500 E-MAIL ADDRESS: jane@winterdent.com PRODUCER CUSTOMER ID #: CONCR-2											
	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: United Fire & Casualty Company</td> <td>NAIC # 13021</td> </tr> <tr> <td>INSURER B: PMA Insurance Group</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: United Fire & Casualty Company	NAIC # 13021	INSURER B: PMA Insurance Group		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER A: United Fire & Casualty Company	NAIC # 13021											
INSURER B: PMA Insurance Group												
INSURER C:												
INSURER D:												
INSURER E:												
INSURER F:												
INSURED Concrete Engineering LLC 2906 Forest Ridge Lane Jefferson City MO 65109												

COVERAGES

CERTIFICATE NUMBER: 2

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		60394331	07/04/10	07/04/11	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000						
							MED EXP (Any one person) \$ 5000
							PERSONAL & ADV INJURY \$ 1000000
							GENERAL AGGREGATE \$ 2000000
							PRODUCTS - COMP/OP AGG \$ 2000000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60394331	07/04/10	07/04/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	BODILY INJURY (Per person) \$						
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0			60394331	07/04/10	07/04/11	EACH OCCURRENCE \$ 300000
	AGGREGATE \$ 300000						
							\$
							\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			201001-12-52-47-7	07/04/10	07/04/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 50000						
							E.L. DISEASE - EA EMPLOYEE \$ 50000
							E.L. DISEASE - POLICY LIMIT \$ 50000
A	Leased/Rented Eq			60394331	07/04/10	07/04/11	50000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: #09-615C-Owen School Road Bridge. Boone County is additional insured under the General Liability (ongoing operations only) per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Boone County Commission 801 E Walnut, Rm 245 Columbia MO 65201-7732	BOONE14 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jane Louise Russell</i>
---	--

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452-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 16th day of September 20 10

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

Now on this day the County Commission of the County of Boone does hereby authorize the Sheriff's Department to utilize cooperative contract R4982 HON Office Furniture with Smart Business Products. It is further ordered the Presiding Commissioner is hereby authorized to sign said term and supply contract.

Done this 16th day of September, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: September 10, 2010
RE: Cooperative Contract – R4982 – HON Office Furniture

The Sheriff's Office requests permission to utilize The Cooperative Purchasing Network (TCPN) cooperative contract R4982 for HON Office Furniture. Furniture will be purchased through Smart Business Products of Columbia, Missouri.

This is a County-Wide Term and Supply contract with the initial order being placed by the Sheriff's Office.

cc: Leasa Quick, Sheriff's Office
Contract File



smart business products
supplies • furniture • design

Proposal

1901 Vandiver Drive
Columbia, MO 65202

Phone 573.474.4057 - Fax 573.474.3838
Email - anne@smartbusinessproducts.com

Submitted To -			Work to be performed at -			
Boone County Sheriff Annex						
			HON TCPN CONTRACT PRICING			
Fax -						
Proposal # -			***PRICING DOES NOT INCLUDE TAX***			
Todays Date - 9/16/10		Expected Ship Date - 4 - 6 weeks		Salesperson -		
Proposal By - Anne Farrow						
<i>We propose to furnish the following;</i>						
Ln #	Quantity	Unit	Description		List Price	Total
1	1	EA	LB4896G.FF - 96" Boat Shaped Conference Table Top		\$ 612.00	\$ 612.00
2	1	EA	BLS02.FF - Slab Base for conference table		\$ 411.00	\$ 411.00
3			Top & Base in Shaker Cherry			
4						
5	36	EA	MT1872E.N.FF.P - 18 X 72" Training Table Top		\$ 273.00	\$ 9,828.00
6			Top in Shaker Cherry, T-mold edge band in black			
7	36	EA	MBFLIP18L.C.P - Flip Top Table Base		\$ 337.00	\$ 12,132.00
8			Base in Black			
9						
10					List price sub-total:	\$ 22,983.00
11					TCPN Discount 58.1%	\$(13,353.12)
12						
13					Total:	\$ 9,629.87
14						
15			ORDER MUST BE PLACED BY SEPT. 27 TO			
16			RECEIVE THIS PRICING			
17						
18						

I (we) here by authorize Smart Business Products to order the above list of items on our behalf. I (we) further understand this order cannot be cancelled or returned, and that I (we) are financially responsible for all invoices and charges submitted to me (us) by Smart Business Products.

This Agreement is entered into this _____ day of _____, 200_

Accepted: _____

**PURCHASE AGREEMENT
FOR
HON OFFICE FURNITURE**

THIS AGREEMENT dated the 16 day of September 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **The Hon Company, by and through it's authorized, local vendor, Smart Business Products**, herein "Vendor."

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 **HON Office Furniture** compliant with all proposal specifications and any addendum issued for The Cooperative Purchasing Network (TCPN), Request for Proposal (proposal) **R4982 – Furniture, Office & Instructional (HON Office Furniture)**, the resulting cooperative contract from that proposal, as well as the attached Boone County Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County's Terms and Conditions and The Cooperative Purchasing Network Contract **R4982** shall prevail and control over the vendor's proposal response.

2. **Contract Duration** - This agreement shall commence from contract date above through April 30, 2011, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with HON office furniture. Furniture will be provided as required in the proposal specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by County.

4. **Delivery** - Vendor agrees to deliver furniture and service as set forth in the proposal documents. Drop ship delivery (dock to dock) direct from Hon does not incur a delivery charge. Drop ship deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. For orders requiring delivery and installation by Smart Business Products, County will occur a not to exceed 8% charge of the total order price.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County respective ordering Department and billings may only include the prices listed in the vendor's proposal response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's proposal response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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. **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.

SMART BUSINESS PRODUCTS

by Annex Farnow
title Account Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

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.)

no encumbrance required

June E. Pitchford by [Signature]
Signature

7/10/10
Date

County-Wide Term and Supply

Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

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14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



The HON Company
200 Oak Street
Muscatine, IA 52761
Phone: 800-466-8694
Fax: 800-833-3902

Email: hongstateam@honcompany.com

TCPN Contract Information

Contract #R4982

Effective April 30, 2010 to April 30, 2011

Terms & Conditions

Eligible Buyers: This contract is available to the states of Arizona, Arkansas, California, Nevada, New Mexico, Oklahoma, Iowa, Illinois, Indiana, Michigan, Tennessee, Idaho, Missouri, North Carolina, Virginia and Rhode Island. All authorized local government units within these states which include all public and private schools, colleges, universities, cities, counties and other government agencies may purchase from this contract.

Term of this contract runs for one year from April 30, 2010 to April 30, 2011. This contract may be renewed annually for up to an additional four years, if mutually agreed to by TCPN and HON.

Ordering Address/Information:

Orders may be processed directly with HON or with the Authorized Servicing Dealer. However, due to tax issues, agencies in Arizona and New Mexico must place their orders directly with the Dealer.

The following rules must be adhered to:

- Orders are accepted by fax or email or electronically if requested.
- Orders can be placed direct to HON or to the Authorized Servicing Dealer who will purchase on their behalf.
- When the Servicing Dealer orders on the agency's behalf, the dealer's purchase order must be accompanied by the agency's purchase order to the dealer. This is a way for HON to ensure the correct contract pricing is being applied.
- Dealers shall not include design or install on their orders if placing it directly with HON on behalf of the agency.

Products and Pricing:

Pricing shall be based on October 1, 2009 pricer, at the time of this printing. All HON branded products approved by GSA shall be available on this contract. New products shall default to Open Market. basyx products as accepted by GSA are allowed on this contract. basyx models not on GSA contract shall default to open market.

This contract also includes HON Daily 2, 5, 10.

HON Daily 2 and HON Daily 5 are included under the same criteria as the commercial program (a line item 2.5% discountable surcharge and program specific products and conditions)

Minimum order: none

Maximum order: none

Revised 6.17.10

Order Size at List Dollars	Veneer & Laminate Casegoods, Tables, Huddle SIN 711-8, 711-11	Wood, Steel & Modular Seating SINs 711-17, 711-18, 711-19	Metal Desking, Computer Support, Valido, Attune, Park Ave. Laminate SIN 711-2	Systems Furniture & Pedestals SIN 711-1	Vertical, Lateral, Shelf Files & Other Filing, Storage SIN 711-3	Education Furniture, Accomplish, SmartLink, Proficiency SIN 711-302
Tier 1 \$240.00 to \$9,999.00	55.2%	55.2%	55.2%	68.5%	55.2%	55.2%
Tier 2 \$10,000.00 to \$24,999.00	58.1%	58.1%	58.1%	68.5%	58.1%	58.1%
Tier 3 \$25,000.00 to \$124,999.00	59.3%	59.3%	59.3%	68.5% 69.5% *	61.0%	59.3%
Tier 4 \$125,000.00 to \$499,999.00	60.8%	61.5%	62.0%	69.5%	68.5%	59.3%
Tier 5 \$500,000.00 to \$999,999.00	61.5%	62.0%	62.7%	69.5%	68.5%	Negotiated
Tier 6 \$1,000,000 and above	62.3%	62.0%	63.4%	71.5%	68.5%	Negotiated

*Temporary Systems Discount 06/14/10 – 01/01/11

Design Services

Design Services are available at an hourly rate of \$50.00 per hour, and are negotiated and performed by our approved servicing dealers.

Installation Services

Installation services are performed by our authorized servicing dealers. Installation is negotiated on a project-by-project basis.

Lead Times:

Time of deliver must occur within 60 days after receipt of a valid order. Standard lead times apply.

Delivery:

All orders are FOB Destination, freight paid by The HON Company to one destination, within the Continental United States. All deliveries are tailgate delivery.

Servicing Fees:

Servicing fee will be paid on all size orders. For servicing fee information, please contact your local Business Development Manager.

Revised 6.17.10

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 16th day of September 20 10

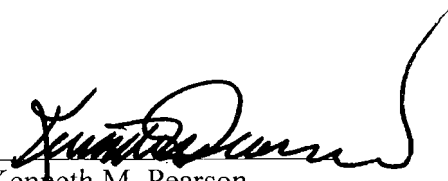
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the Boone County Sheriff's Department to allow two individuals to occupy position #87, currently held by Robert F. Brown, until his retirement on 12/31/2010 for training purposes.

Done this 16th day of September, 2010.

ATTEST:

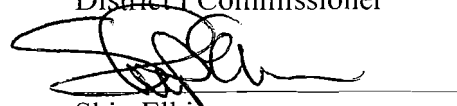
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

From: Chad Martin
To: Kristina Johnson
Date: 9/15/2010 2:00 PM
Subject: Investigator pos #87

We are seeking Commission approval to promote someone into Investigator position #87 while Robert F. "Bob" Brown is still in it. Bob is going to retire 12/31/2010. We would like to move someone into the same position number with him for the remainder of 2010 so Bob can train the new person.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 10

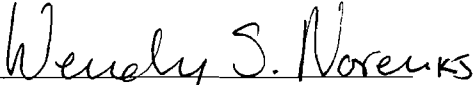
In the County Commission of said county, on the 16th day of September 20 10
 the following, among other proceedings, were had, viz:

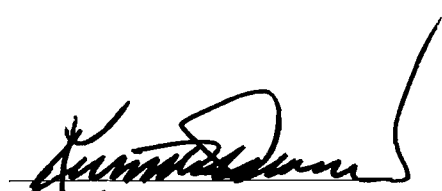
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to replace a totaled vehicle:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1195	03945	Insurance Claim Act.	Insurance proceeds		9,000.00
1123	86800	Emergency Funds	Emergency	13,746.00	
1195	92400	Insurance Claim Act.	Replacement Vehicles		21,746.00
1195	71016	Insurance Deductible			1,000.00

Done this 16th day of September, 2010.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

453 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 16th day of September 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Commission Chambers by Reality House Programs, Inc. on September 30th, from 9:00 am until 9:00 pm for a staffing meeting.

Done this 16th day of September, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Description of Use: Staffing Meeting

Date(s) of Use: September 30, 2010

Time of Use: From: 9:00 a.m./p.m. thru 9:00 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
Centralia Office

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Reality House Programs, Inc.

Organization Representative/Title: Donna Kasper / HR Manager

Address/Phone Number: mailing: PO Box 1507, Col., MO 65205 / 449-8117

Date of Application: September 8, 2010

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

Wendy S. Nosenks
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 9.18.10

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 16th day of September 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Facilities by First Night Columbia on December 31st, from 9:00 am until 1:00 am for a New Year's Eve Celebration.

Done this 16th day of September, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

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

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

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

Date(s) of Use: December 31st, 2010. Fireworks will not be set-up on the roof of the Govt. Building this year. We will be utilizing one of the parking lots north of the Govt. Building. We will confirm this plan in October. The requested use of the Govt. Building is on December 31st, 2010 for access to the restrooms from 6:30-12:30, please leave open until after the finale is over (around 12:30). We will not block the tax deposit on the east side of the building. We will need to coordinate security alarm, if needed. Courthouse Square will be used for the children's finale at 9:30 and midnight finale. Sound system and stage will be set up on December 31st.

Time of Use: From: 9 am a.m./p.m. Dec 31 thru 1:00 a.m./p.m. Jan 1.

Facility requested: Courthouse Grounds Courtyard Square Chambers - Chambers Atrium - Rm220 - Rm208 - Rm139 Centralia Satellite Office (entry and restrooms only)

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

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

Name of Organization/Person: First Night Columbia, Jane Accurso, 573 673-8477

Organization Representative/Title: Director

Address/Phone Number: 601 Spring Valley Road, 65203, 573 673-8477

Date of Application: September 2nd 2010

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Norenski
County Clerk

[Signature]
County Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 16th day of September 20 10

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, September 22, 2010, at 1:30 p.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 16th day of September, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner