

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 29th day of March 20 12

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

Now on this day the County Commission of the County of Boone, pursuant to Chapter 139 RSMo, does hereby authorize the Boone County Collector, Patricia S. Lensmeyer, for the 2006 tax bill year, to strike from the delinquent tax rolls property tax balances on real estate and personal property as follows:

State	\$	633.26
County	\$	4,882.60
School Districts	\$	97,075.82
Cities	\$	6,656.48
Fire Districts	\$	4,772.29
Library Districts	\$	7,731.20
Surtax	\$	342.16
Common Road	\$	973.11
Centralia Common Road	\$	29.31
Total	\$	<u>123,096.23</u>

These 2006 real estate and personal property taxes are stricken for the following reasons:

- After due diligence, the collector cannot locate the owners; or
- Bankruptcy or probate proceedings have intervened making the balances due uncollectible; or,
- The real estate property was not subject to taxation after being acquired by a tax exempt owner after January 1 of the taxable year.

The above total of \$123,096.23 breaks out as follows:

- Personal property \$ 108,235.91
- Bankruptcy \$ 1,290.68
- Tax exempt acquisitions \$ 13,569.64

The following tax amounts represent 2005 and prior tax bills that were previously stricken from the delinquent tax rolls in Boone County. The tax amounts were added back to the delinquent tax rolls, and collected and distributed to the taxing entities during the period of March 1, 2011 through February 29, 2012.

CERTIFIED COPY OF ORDER

March Session of the ~~January~~ Adjourned

12

STATE OF MISSOURI

} ea.

Term. 20

County of Boone

29th

March

12

In the County Commission of said county, on the

day of

20

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

State	\$	39.29
County	\$	315.44
School Districts	\$	6,121.81
Cities	\$	494.22
Fire Districts	\$	163.46
Library Districts	\$	558.57
Common Road	\$	60.51
Centralia Common Road	\$	<u>3.63</u>
Total	\$	7,756.93

Done this 29th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

2005 AND PRIOR TAX BILLS THAT WERE MOVED FROM THE ARCHIVED FILE TO THE ACTIVE TAX FILE AND PAID DURING THE PERIOD
MARCH 1, 2011 THROUGH FEBRUARY 29, 2012

	<u>1997P1696</u>	<u>1998P1641</u>	<u>1999P1575</u>	<u>2000P1509</u>	<u>2001P1501</u>	<u>2002P1446</u>	<u>2002P21837</u>	<u>2002P35081</u>	<u>2002P36111</u>	<u>2003P1389</u>
STATE	\$ 1.51	\$ 1.10	\$ 1.02	\$ 0.98	\$ 0.78	\$ 0.65	\$ 0.13	\$ 3.08	\$ 0.81	\$ 0.52
COUNTY	\$ 11.57	\$ 8.76	\$ 8.48	\$ 8.20	\$ 6.47	\$ 5.39	\$ 1.07	\$ 25.65	\$ 6.71	\$ 4.29
SCHOOLS	\$ 207.24	\$ 150.39	\$ 159.33	\$ 157.12	\$ 123.61	\$ 102.69	\$ 20.44	\$ 489.07	\$ 127.89	\$ 85.04
CITIES	\$ 20.62	\$ 14.97	\$ 13.90	\$ 13.45	\$ 10.66	\$ 8.86	\$ -	\$ 42.18	\$ 11.03	\$ 7.05
FIRE DISTRICTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.66	\$ -	\$ -	\$ -
LIBRARY DISTRICTS	\$ 11.57	\$ 8.76	\$ 22.04	\$ 21.32	\$ 16.75	\$ 6.91	\$ 1.38	\$ 32.92	\$ 17.19	\$ 5.50
COMMON ROAD	\$ 2.52	\$ 1.83	\$ 1.70	\$ 1.64	\$ 1.30	\$ 1.08	\$ 0.22	\$ 5.14	\$ 1.35	\$ 0.86
CENTRALIA COMMON ROAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 255.03</u>	<u>\$ 185.81</u>	<u>\$ 206.47</u>	<u>\$ 202.71</u>	<u>\$ 159.57</u>	<u>\$ 125.58</u>	<u>\$ 26.90</u>	<u>\$ 598.04</u>	<u>\$ 164.98</u>	<u>\$ 103.26</u>

2005 AND PRIOR TAX BILLS THAT WERE MOVED FROM THE ARCHIVED FILE TO THE ACTIVE TAX FILE AND PAID DURING THE PERIOD
MARCH 1, 2011 THROUGH FEBRUARY 29, 2012

	<u>2003P34823</u>	<u>2003P37258</u>	<u>2003P60492</u>	<u>2003P60500</u>	<u>2004P1342</u>	<u>2004P38764</u>	<u>2004P53768</u>	<u>2004P57803</u>	<u>2004P61117</u>	<u>2004P61182</u>
STATE	\$ 0.60	\$ 0.20	\$ 2.56	\$ 0.20	\$ 0.36	\$ 0.22	\$ 0.56	\$ 5.96	\$ 1.90	\$ 0.13
COUNTY	\$ 4.97	\$ 1.67	\$ 21.25	\$ 1.67	\$ 3.02	\$ 1.70	\$ 4.64	\$ 49.53	\$ 15.82	\$ 1.10
SCHOOLS	\$ 98.40	\$ 33.13	\$ 421.26	\$ 33.13	\$ 59.82	\$ 34.35	\$ 91.97	\$ 981.47	\$ 313.47	\$ 21.76
CITIES	\$ 8.16	\$ 2.75	\$ 34.93	\$ -	\$ 4.96	\$ -	\$ -	\$ 81.39	\$ 25.99	\$ -
FIRE DISTRICTS	\$ -	\$ -	\$ -	\$ 5.62	\$ -	\$ 5.98	\$ 15.31	\$ -	\$ -	\$ 3.62
LIBRARY DISTRICTS	\$ 12.62	\$ 2.14	\$ 27.26	\$ 2.14	\$ 3.87	\$ 2.19	\$ 5.95	\$ 125.87	\$ 20.29	\$ 1.41
COMMON ROAD	\$ 1.00	\$ 0.34	\$ 4.26	\$ 0.34	\$ 0.61	\$ 0.35	\$ 0.93	\$ 9.93	\$ 3.17	\$ 0.22
CENTRALIA COMMON ROAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 125.75</u>	<u>\$ 40.23</u>	<u>\$ 511.52</u>	<u>\$ 43.10</u>	<u>\$ 72.64</u>	<u>\$ 44.79</u>	<u>\$ 119.36</u>	<u>\$ 1,254.15</u>	<u>\$ 380.64</u>	<u>\$ 28.24</u>

2005 AND PRIOR TAX BILLS THAT WERE MOVED FROM THE ARCHIVED FILE TO THE ACTIVE TAX FILE AND PAID DURING THE PERIOD
MARCH 1, 2011 THROUGH FEBRUARY 29, 2012

	<u>2005P10308</u>	<u>2005P22623</u>	<u>2005P28607</u>	<u>2005P29629</u>	<u>2005P32074</u>	<u>2005P33808</u>	<u>2005P39503</u>	<u>2005P48175</u>	<u>2005P49807</u>	<u>2005P53315</u>
STATE	\$ 1.52	\$ 0.03	\$ 4.95	\$ 2.26	\$ 0.15	\$ 0.08	\$ 1.18	\$ 0.19	\$ 2.69	\$ 1.24
COUNTY	\$ 11.72	\$ 0.23	\$ 38.20	\$ 17.43	\$ 1.16	\$ 0.60	\$ 9.06	\$ 1.43	\$ 20.75	\$ 9.55
SCHOOLS	\$ 237.46	\$ 3.50	\$ 773.67	\$ 263.65	\$ 23.43	\$ 12.10	\$ 183.56	\$ 28.91	\$ 420.31	\$ 193.31
CITIES	\$ -	\$ 0.93	\$ 67.69	\$ 69.96	\$ -	\$ 1.06	\$ -	\$ -	\$ 36.77	\$ 16.91
FIRE DISTRICTS	\$ 41.28	\$ -	\$ -	\$ -	\$ 4.07	\$ -	\$ 31.91	\$ 5.02	\$ -	\$ -
LIBRARY DISTRICTS	\$ 15.13	\$ 0.38	\$ 94.43	\$ 28.43	\$ 1.49	\$ 0.77	\$ 11.70	\$ 1.84	\$ 26.78	\$ 12.32
COMMON ROAD	\$ 2.41	\$ -	\$ 7.84	\$ -	\$ 0.24	\$ 0.12	\$ 1.86	\$ 0.29	\$ 4.26	\$ 1.96
CENTRALIA COMMON ROAD	\$ -	\$ 0.05	\$ -	\$ 3.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 309.52</u>	<u>\$ 5.12</u>	<u>\$ 986.78</u>	<u>\$ 385.31</u>	<u>\$ 30.54</u>	<u>\$ 14.73</u>	<u>\$ 239.27</u>	<u>\$ 37.68</u>	<u>\$ 511.56</u>	<u>\$ 235.29</u>

2005 AND PRIOR TAX BILLS THAT WERE MOVED FROM THE ARCHIVED FILE TO THE ACTIVE TAX FILE AND PAID DURING THE PERIOD
MARCH 1, 2011 THROUGH FEBRUARY 29, 2012

	<u>2005P54535</u>	<u>TOTALS</u>
STATE	\$ 1.73	\$ 39.29
COUNTY	\$ 13.35	\$ 315.44
SCHOOLS	\$ 270.33	\$ 6,121.81
CITIES	\$ -	\$ 494.22
FIRE DISTRICTS	\$ 46.99	\$ 163.46
LIBRARY DISTRICTS	\$ 17.22	\$ 558.57
COMMON ROAD	\$ 2.74	\$ 60.51
CENTRALIA COMMON ROAD	\$ -	\$ 3.63
	\$ 352.36	\$ 7,756.93

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 29th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Missouri Highways and Transportation Commission and Boone County, Missouri for the Meyer Industrial Drive extension. 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 29th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

Karen M. Miller

District I Commissioner

Absent

Skip Elkin

District II Commissioner

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 04/09 (MRA)
Modified: 03/11 (AR)

Cost Apportionment Agreement
Route: Meyer Industrial Road
County: Boone
Job No.: J5P0738

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Boone, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route 63 and the Route 63 west outer road known as Ponderosa Street in Boone County as part of the State Highway System, and the County owns and maintains Meyer Industrial Drive in Boone County as part of the County Roadway System; and

WHEREAS, Ponderosa Street currently has an approximate 0.6 mile gap in front of Magellan Pipeline which prohibits continuous traffic flow on the outer road. Given the importance and need for this gap to be constructed to facilitate continuous traffic flow and improve safety, the Commission planned to construct the 0.6 mile gap of Ponderosa Street as part of the Route 63 improvements (J5P0738); and

WHEREAS, the County's transportation plans for the future development of its infrastructure system include extension of Meyer Industrial Drive to Ponderosa Street which would provide a continuous connection of the outer road and also facilitate continuous traffic flow and improve safety for travelers on the Commission's state highway system in the same manner as would the Commission's extension of Ponderosa Drive would.

WHEREAS the Commission is willing to cancel its Ponderosa Drive extension project and provide the funding that would have otherwise been spent on the Ponderosa Drive extension to the County for the County to accelerate its plan of construction of Meyer Industrial Drive extension; and

WHEREAS, the County is willing to accelerate its plan of construction of Meyer Industrial Drive extension with state funds provided by the Commission under J5P0738, subject to the terms and conditions contained herein.

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

- (1) PURPOSE: It is the intent of this Agreement that the Commission shall

provide the funding that was originally intended for the construction of the approximate 0.6 mile gap on Ponderosa Street in front of Magellan Pipeline to the County and the County shall use said funds to design and construct the extension of Meyer Industrial Drive to serve operating necessities and requirements of local and through traffic on the Commission-owned outer road.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following general location:

Beginning at Station 0+00, a point where Meyer Industrial Drive currently ends, run in a generally northerly direction along Meyer Industrial Drive to approximate Station 28+67, a point where the extension of Meyer Industrial Drive intersects Ponderosa Street. Length of improvement is approximately 0.5 mile.

The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement.

(3) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree as follows:

(A) The County will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to County requirements.

(B) The County will acquire right-of-way as needed for the project in accordance to the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

(C) The County will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract, in accordance with all applicable federal, state and local laws. The County will solicit bids for the herein improvement in accordance with plans developed by the County, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The County will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to County requirements.

(4) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will pay a maximum contribution of five hundred ninety-seven thousand, eight hundred seventy- four dollars (\$597,874) toward the

actual project costs. The total project cost will include preliminary engineering, right of way acquisition, utility relocation, project construction, and work inspection. The County will be responsible for all costs associated with the improvements in excess of the Commission's maximum contribution identified in this subsection.

(B) The Commission will deliver state funding no earlier than May 1, 2012 by electronic funds transfer under J5P0738 within 30 days of receipt of a written request from the County. In consideration for this payment, the County shall construct the extension of Meyer Industrial Drive to Ponderosa Street, as shown in "Exhibit A." The County shall use these funds exclusively for the construction of the roadway improvements as identified in this Agreement. The extension of Meyer Industrial Drive shall be complete and open to traffic within two (2) years of execution of this agreement. Upon completion of said project, any excess money contributed by the Commission that is not used toward the actual project costs shall be refunded to the Commission.

(5) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer, or district engineer's authorized representative, prior to working on the Commission's property, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer, or district engineer's authorized representative, will not be required for work outside of the Commission's property; and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon deposit of the Commission funds with the County pursuant to Paragraph (4) of this Agreement, the Commission accepts the public improvement, the general location of which is described in Paragraph (2) of this Agreement, as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The County shall perform or cause to be performed normal maintenance on the project site.

(7) COUNTY TO MAINTAIN: Upon completion of construction of this public improvement, the County shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) USE OF RIGHT-OF-WAY: The Commission and County grant the right to use the right-of-way of public roads as necessary for construction and maintenance of said public improvement.

(9) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting roads shall be under the exclusive jurisdiction and at the cost of the County. The County shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on roads and highways at any point where they intersect this highway without approval of the Commission.

(10) DRAINAGE: The County will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The County shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the County's authority and control of the storm sewer facilities or natural drainage involved.

(11) PERMITS: The County shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway. Copies of the permits shall be sent to the Commission prior to construction of the improvements.

(12) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the County shall construct the extension of Meyer Industrial Drive in accordance with final detailed plans.

(13) MAINTENANCE: Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), county-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(14) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(15) POLICE POWERS: It is the intent of the parties to this Agreement that the County shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the County will enact, keep in force, and enforce only such regulations relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(16) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the County shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(17) WITHHOLDING OF FUNDS: In the event that the County fails, neglects, or refuses to enact, keep in force or enforce regulations specified or enacts regulations contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the County for compliance and the County's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the County.

(18) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and

approved on or between the duly authorized representatives of the County and Commission.

(19) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(20) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(21) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(22) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(23) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the County.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(26) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(27) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this 29 day of March, 2012.

Executed by the Commission this _____ day of _____, 20____.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By _____

Title _____

ATTEST:

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

BOONE COUNTY

By [Signature]

Title Director, Resource Management

By [Signature]

Title _____

By _____

Title _____

ATTEST:

By Wendy S. Moore CC

Title Deputy County Clerk

APPROVED AS TO FORM:

By [Signature]

Title 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.

Jane E. Mitchell 3/14/12 No Encumbrance Required
Auditor [Signature] Date 2045-3528

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 29th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Allstate Consultants, Inc. and Boone County, Missouri for geotechnical engineering services on West Gibbs Road. 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 29th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 29 day of March, 2012, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Allstate Consultants, Inc.

Project/Work Description: Geotechnical Engineering Services – West Gibbs Road project

Proposal Description: See attached proposal from Allstate Consultants, Inc., dated March 7, 2012, and signed by William Barrow and Donald Fischer.

Modifications to Proposal: Fees and expenses shall not exceed \$44,144.00 without prior written approval of the Owner. Specific direction from Boone County Resource Management will be required before Consultant performs the optional additional mix design on a second bulk sample as outlined in the proposal.

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

ALLSTATE CONSULTANTS, INC.

By [Signature]

Title President

Dated: 3/15/2012

BOONE COUNTY, MISSOURI

By [Signature] Presiding Commissioner

Dated: 3/29/2012

ATTEST:

[Signature] County Clerk

CERTIFICATION:

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

[Signature] Auditor Date 3/19/12 2045-71102

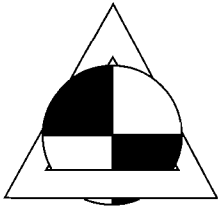
Certification:

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

Auditor Date

APPROVED AS TO FORM:

[Signature] County Counselor



allstate consultants llc
Engineering • Planning • Surveying • Investigative • Geotechnical

March 7, 2012

Boone County Resource Management
Roger B. Wilson Boone County Government Center
801 East Walnut, Room 315
Columbia, Missouri 65201

ATTN: Mr. Dan Haid, P. E.
Engineering Division

RE: Updated Proposal for Geotechnical Engineering Services
Full Depth Reclamation - West Gibbs Road
Boone County, Missouri
Proposal Number 12000.11GP

Dear Mr. Haid:

Allstate Consultants, LLC is pleased to submit our proposal to provide geotechnical engineering services for a Full Depth Reclamation (FDR) project tentatively planned on a section of West Gibbs Road in Boone County.

PROJECT DESCRIPTION

We understand the section of West Gibbs Road tentatively proposed for improvement using Full Depth Reclamation will be approximately 1 mile long and will extend the full roadway width from the intersection of I-70 NW Drive and West Gibbs Road to the end of Boone County maintenance near Barberry Lane. This section of West Gibbs Road has an asphalt surface course and is believed to have a crushed stone or gravel base.

Brief observations of the section of West Gibbs Road to be improved indicate a number of areas are present where base failures have likely occurred in the past and spot repairs have been made over the years. Most of the repairs appeared to consist of asphalt patching.

We understand the Full Depth Reclamation tentatively planned will include pulverization of the existing asphalt surfacing and any underlying chip and seal coats and crushed stone or gravel base. The FDR may also penetrate a few inches into the soil subgrade depending on the thickness of the existing pavement section. The pulverized mixture will likely be stabilized with an admix, moisture conditioned, compacted, and provided with an asphalt overlay.

**Updated Proposal For Geotechnical Engineering Services
Full Depth Reclamation – West Gibbs Road
Boone County, MO
Proposal No. 12000.11GP**

We understand there is the possibility that this project may not become funded or that West Gibbs Road will not be chosen for improvement and another Boone County Road may be selected for a similar Full Depth Reclamation project.

SCOPE OF GEOTECHNICAL ENGINEERING SERVICES

General Scope of Services – We have developed a scope of services that we believe is consistent with the scope described in your RFP dated December 15, 2011. Our scope of services generally includes the following:

- Preliminary site assessment using shallow test borings along roadway alignment
- Selection of a representative area for further bulk sampling and testing
- Development of recommendations for pulverization depth and method
- Bulk sampling of representative area for mix design testing using BCRM Zipper
- Selection of a stabilization admix (cement, cement kiln dust, hydrated lime, Class C fly ash etc.) with opportunity for BCRM review and input
- FDR mix design testing in laboratory using selected stabilization admix
- Development of recommendations for percentage of stabilization admix and estimation of admix quantity based on mix design testing
- Development of construction recommendations for pulverization; stabilizing admix application and mixing; moisture control; and compaction
- Development of recommendations for the new surface course
- Participate in pre-bid meeting; be available for BCRM and Contractor questions; and consult with BCRM throughout design, bidding, and construction phases
- Provide construction monitoring throughout FDR process

Preliminary Site Assessment – We have planned an initial subsurface exploration using shallow test borings to assist in evaluating the existing pavement thickness and composition and the supporting soil subgrade conditions at the project site and to assist in establishing FDR and pavement overlay design parameters. To accomplish this objective we plan to perform eight (8) shallow borings along the roadway alignment. Pavement borings are expected to extend to depths of 5 feet or to auger refusal if refusal on bedrock occurs first.

Soil samples will be obtained using thin-walled tubes, where the gravel content allows, and split barrel samplers at close intervals in the borings. A geotechnical engineer will be on site throughout exploration to supervise drilling and sampling and to observe the recovered soil samples and log the borings.

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Our proposal includes costs for traffic control that will be required during performance of the test borings and Zipper sampling. These traffic control costs can be deleted if BCRM elects to provide these services.

Subsurface conditions may vary from those anticipated and may merit changes in the exploration plans described above. If additional exploration is warranted, we will contact you for authorization prior to proceeding with any additional exploration services.

Bulk Sampling of Representative Area - After the preliminary test borings have been completed and basic soil index tests, including water content, density, strength and classification, have been performed, an Allstate geotechnical engineer will develop boring logs, evaluate the field and laboratory test data and select one of the test borings as a representative area for further study.

Allstate will recommend a depth of pulverization within the representative test area. At this time we anticipate that depth will include the pavement section including any base course and at least a few inches of the subgrade soil. With the assistance of the client and their Zipper reclamation machine, we will pulverize a small section of the pavement and obtain a large bulk sample of pulverized asphalt, base and subgrade soil similar to that expected when full scale FDR is performed.

We anticipate obtaining in the range of 500 pounds of pulverized material for mix design testing. Allstate will deliver this material to Palmerton & Parrish, Inc. in Springfield, Missouri who will perform the laboratory mix design testing program described below.

Selection of Admix and Laboratory Mix Design Testing Program – Based on the results of the preliminary site assessment and our observations of the representative bulk sample, Allstate will evaluate a range of stabilization admixtures and recommend one admix for the FDR. This admix could be Portland cement, cement kiln dust, hydrated lime, or Class C fly ash. There will be an opportunity for BCRM review and input with respect to the admix recommendation.

Laboratory gradation tests will be performed on representative samples obtained from the larger bulk sample of pulverized asphalt, base and subgrade soil. Based on the gradation and other characteristics of the mix, a starting admix content will be selected. A five (5) point standard Proctor test will be performed at the starting admix content. Each Proctor sample will be extruded from the mold, cured and subjected to a 7 day compressive strength test.

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After the Proctor test is performed, forty two (42) standard Proctor samples will be molded at the optimum moisture content and at varying admix contents, as described below, to evaluate compressive strength and durability with respect to freeze-thaw and wet-dry cycles:

- Mold 3 specimens at each of 3 admix contents (starting admix content, 2 % below starting and 2 % above starting). Mold total of 9 specimens. Cure and perform 7 day compressive strength tests on each specimen.
- Mold 3 specimens at each of 3 admix contents (starting admix content, 2 % below starting and 2 % above starting). Mold total of 9 specimens. Cure and perform 28 day compressive strength tests on each specimen.
- Mold 3 specimens at each of 3 admix contents (starting admix content, 2 % below starting and 2 % above starting). Mold total of 9 specimens. Cure and perform cyclic wet-dry tests to evaluate durability characteristics and weight loss for each specimen.
- Mold 3 specimens at each of 5 admix contents (starting admix content, 2 % and 1 % below starting and 1 % and 2 % above starting). Mold total of 15 specimens. Cure and perform cyclic freeze-thaw tests to evaluate durability characteristics, weight loss and compressive strength of each specimen.

Results of the mix design testing program will be submitted to the client and summarized in tabular and graphic form.

Geotechnical Engineering Report - Following completion of the field exploration and laboratory mix design testing programs, subsurface conditions will be evaluated, the laboratory mix design test data will be analyzed and an engineering report will be prepared by one of our registered professional engineers specializing in geotechnical engineering. The engineering report will provide a project description, a summary of the field exploration and laboratory testing procedures, logs of the borings, laboratory test results, our recommendations for the type and percentage of admix and an estimated total quantity of admix based on the results of the mix design testing program. Allstate's report will also include construction recommendations for pulverization; admix application and mixing; moisture control; compaction; and the finished surface course.

In addition to providing our written report, Allstate Consultants will also be available to consult with BCRM throughout the design, bidding and construction phases; to

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participate in the pre-bid meeting; and to answer BCRM and Contractor questions. We will also be available for construction monitoring as described later in this proposal.

Location of Existing Site Utilities Prior to Exploration - During preparation for field exploration, we will contact Missouri One Call and other local utility companies to assist in locating existing site utilities. We may be required to meet the utility company representatives at the site to show them where we plan to drill the borings.

Site Access and Boring Layout - This proposal was developed based on our crews having the right to enter the site and the boring locations being readily accessible to a truck mounted drilling rig. Our crews will exercise care while on site. However, some minor surface damage may occur during exploration. We have not included any costs for site restoration in our estimate but we will be as careful as possible while on site and will backfill the boreholes and patch the surface with concrete after the borings are completed. Our proposal is based on the borings being laid out by Allstate Consultants.

Construction Observation and Testing - Although a reasonable number of borings will be performed at the proposed site, it will not be economically feasible to perform enough exploratory borings to identify all subsurface conditions that may be present nor to identify changes that may occur in soil and groundwater conditions over time. Therefore, subsurface conditions which could affect the design and construction of this project may not become known until construction is in progress and these conditions are revealed.

Geotechnical engineers commonly employ construction observation and testing to further identify subsurface conditions as they are exposed, to verify that these conditions are consistent with those encountered in the borings and used to develop the design concepts, and to evaluate changed conditions as they are encountered in the field. To provide a complete geotechnical service, we recommend Allstate Consultants, LLC, be retained to provide observation and testing services during construction of this FDR project. The estimated costs of these construction related services have been included in this proposal.

Schedule - We can begin preliminary planning and scheduling of field exploration within the next few weeks and can begin field work within two weeks after receiving your authorization to proceed. We can schedule exploration based on your verbal approval but should still receive your written acceptance of this proposal before we begin work. We will keep you apprised of our progress and preliminary findings during exploration and laboratory testing and will call to provide preliminary verbal recommendations during preparation of our engineering report. Our completed geotechnical engineering report

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.will be submitted within approximately 2 to 2½ months after completion of field exploration. This time frame is required due largely to the length of time the laboratory mix design testing program will take. Curing of samples and the cyclic wet-dry and freeze-thaw durability tests will take a considerable length of time as twelve (12) cycles of both wetting and drying and freezing and thawing are required for these tests.

Based on an anticipated award date of mid March, we anticipate our completed report will be available by mid June, 2012.

Fees and Conditions - Allstate Consultants, LLC agrees to perform the subsurface exploration, laboratory testing and geotechnical engineering services described in this proposal in accordance with the attached schedule of fees and estimate. Based on the anticipated and described scope of work, our fee will not exceed \$ 32,744. The billing for our services will be directed to Mr. Dan Haid, P. E. of Boone County Resource Management.

As an additional option, Allstate can perform an additional mix design on a second bulk sample obtained from a different test area using the same admix as the first sample to evaluate site variations or we can perform an additional mix design on a second sample obtained from the same test area as the first sample using a different admix for comparative purposes all at BCRM discretion. We estimate our fees for the optional and additional mix design will not exceed \$ 11,400.

This proposal was prepared for the exclusive use of the client for the specific project described herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the limits of the clients proposal request. Our attached Terms and Conditions are considered a part of this proposal and will be incorporated by reference into our agreement.

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You may execute this agreement by signing and dating this proposal in the spaces provided below and returning one copy to our office. If you have any questions or comments, please give us a call.

Sincerely,

Allstate Consultants

PROPOSAL ACCEPTED BY:



William A. Barrow, P.E, R.G.
Geotechnical Manager

CLIENT'S FIRM NAME (PLEASE PRINT)



Donald Fischer, P.L.S.
Construction Testing Manager

BY: (AUTHORIZED SIGNATURE)

(PLEASE PRINT SIGNATURE)

WAB\12000.11GP
Attachments

DATE

UPDATED COST ESTIMATE FOR GEOTECHNICAL SERVICES**WEST GIBBS ROAD - FULL DEPTH RECLAMATION (FDR)****FIELD EXPLORATION USING SHALLOW TEST BORINGS**

PERFORM EIGHT (8) SHALLOW TEST BORINGS ALONG WEST GIBBS ROAD ALIGNMENT.
 EXTEND BORINGS TO DEPTHS OF 5 FEET OR AUGER REFUSAL WHICHEVER OCCURS FIRST.
 OBTAIN UNDISTURBED THIN-WALLED TUBE AND DISTURBED SPLIT SPOON SAMPLES OF SUBGRADE SOILS.
 PROVIDE TRAFFIC CONTROL WITH 2 FLAGMEN. SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
MOBILIZATION	LUMP SUM	1	\$500	\$500
SOIL DRILLING AND SAMPLING	HOURLY	10	\$160	\$1,600
MATERIALS/SUPPLIES	LUMP SUM	1	\$0	\$0
PER DIEM FOR 2 MAN CREW	PER DAY	1	\$150	\$150
ENGINEERING SUPERVISION	HOURLY	10	\$110	\$1,100
	HOURLY	4	\$120	\$480
TRAFFIC CONTROL	HOURLY	8	\$100	\$800

FIELD EXPLORATION SUBTOTAL

\$4,630

BULK SAMPLING USING ASPHALT ZIPPER RECLAMATION MACHINE WITH ASSISTANCE OF BCRM

SELECT REPRESENTATIVE AREA FOR FURTHER BULK SAMPLING. SELECT PULVERIZATION DEPTH.
 PULVERIZE REPRESENTATIVE AREA WITH ZIPPER. OBTAIN 500 LB. SAMPLE OF PULVERIZED
 ASPHALT, BASE, AND SUBGRADE SOIL SIMILAR TO THAT EXPECTED WHEN FULL SCALE FDR IS PERFORMED.
 PULVERIZATION AND PAVEMENT REPAIR WITH ASSISTANCE OF BCRM. PROVIDE TRAFFIC CONTROL.
 DELIVER SAMPLE TO LAB.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEERING SUPERVISION	HOURLY	5	\$120	\$600
FIELD TECHNICIAN	HOURLY	5	\$50	\$250
TRAFFIC CONTROL	HOURLY	5	\$100	\$500
DELIVER SAMPLE TO LAB AND RETURN		6	\$50	\$300

BULK SAMPLING SUBTOTAL

\$1,650

BASIC LABORATORY TESTING ON SAMPLES FROM TEST BORINGS

PERFORM LABORATORY SOIL CLASSIFICATION AND SHEAR STRENGTH TESTS INCLUDING ATTERBERG
 LIMITS, WATER CONTENT, DENSITY AND UNCONFINED COMPRESSIVE STRENGTH ON SAMPLES FROM BORINGS.
 SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
WATER CONTENT TESTS	EACH	16	\$6	\$96
DRY DENSITY DETERMINATIONS	EACH	16	\$10	\$160
UNCONFINED COMPRESSION	EACH	8	\$26	\$208
ATTERBERG LIMITS	EACH	8	\$75	\$600

BASIC LABORATORY TESTING SUBTOTAL

\$1,064

SELECT ADMIX AND PERFORM LABORATORY MIX DESIGN TESTING PROGRAM

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ADMIX SELECTION	HOURLY	16	\$115	\$1,840
SAMPLE PREPARATION & INITIAL GRADATION TESTS	LUMP SUM	1	\$1,500	\$1,500
STD. PROCTOR TEST WITH ADMIX	EACH	1	\$350	\$350
7 DAY COMPRESSION TESTS ON STD. PROCTOR SAMPLES	EACH	5	\$20	\$100
MOLD 42 SPECIMENS AT OMC & AT VARYING ADMIX CONTENTS	EACH	42	\$50	\$2,100
7 DAY COMPRESSION TESTS ON 9 MOLDED SPECIMENS	EACH	9	\$20	\$180
28 DAY COMPRESSION TESTS ON 9 MOLDED SPECIMENS	EACH	9	\$20	\$180
CYCLIC WET-DRY TESTS ON 9 MOLDED SPECIMENS	EACH	9	\$150	\$1,350
CYCLIC FREEZE-THAW TESTS ON 15 MOLDED SPECIMENS	EACH	15	\$280	\$4,200
ENGINEERING SUPV & REPORTS	HOURLY	12	\$120	\$1,440

SELECT ADMIX & MIX DESIGN SUBTOTAL

\$13,240

UPDATED COST ESTIMATE FOR GEOTECHNICAL SERVICES - CONTINUED**WEST GIBBS ROAD - FULL DEPTH RECLAMATION (FDR)****GEOTECHNICAL ENGINEERING AND REPORT**

PREPARE TEST BORING LOGS & TEST REPORTS. EVALUATE SUBSURFACE CONDITIONS. DEVELOP RECOMMENDATIONS FOR TYPE & PERCENT OF ADMIX, TOTAL QUANTITY AND CONSTRUCTION RECOMMENDATIONS FOR PULVERIZATION, ADMIX APPLICATION & MIXING, MOISTURE CONTROL & COMPACTION. BE AVAILABLE FOR CONSULTING WITH BCRM & CONTRACTOR QUESTIONS.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	40	\$120	\$4,800
ENGINEER I	HOURLY	16	\$110	\$1,760

ENGINEERING/REPORT SUBTOTAL \$6,560

CONSTRUCTION OBSERVATION AND MONITORING

PREPARE FOR AND ATTEND PREBID AND PRECONSTRUCTION MEETINGS. PROVIDE ON-SITE OBSERVATION AND TESTING DURING FDR PROCESS. ASSUME FDR TAKES 1 DAY FOR EACH OF TWO TRAFFIC LANES OR 2 DAYS TOTAL. PROVIDE ON SITE OBSERVATION AND TESTING DURING ASPHALT OVERLAY. ASSUME OVERLAY TAKES 2 DAYS OF FIELD WORK. ALLOW 1 DAY CONTINGENCY FOR FIELD TECHNICIAN.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	16	\$120	\$1,920
TECHNICIAN VI	HOURLY	16	\$105	\$1,680
TECHNICIAN	HOURLY	40	\$50	\$2,000

CONSTRUCTION MONITORING SUBTOTAL \$5,600

TOTAL ESTIMATED FEE \$32,744

OPTIONAL ADDITIONAL MIX DESIGN ON SECOND SAMPLE

THIS SECOND SAMPLE COULD BE FROM THE SAME SITE AS FIRST SAMPLE BUT USING A DIFFERENT STABILIZING ADMIX FOR COMPARATIVE PURPOSES OR THE SECOND SAMPLE COULD BE FROM A SECOND SITE USING THE SAME ADMIX AS FIRST SITE TO EVALUATE SITE VARIATIONS ALL AT BCRM DISCRETION.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
SAMPLE PREPARATION & INITIAL GRADATION TESTS	LUMP SUM	1	\$1,500	\$1,500
STD. PROCTOR TEST WITH ADMIX	EACH	1	\$350	\$350
7 DAY COMPRESSION TESTS ON STD. PROCTOR SAMPLES	EACH	5	\$20	\$100
MOLD 42 SPECIMENS AT OMC & AT VARYING ADMIX CONTENTS	EACH	42	\$50	\$2,100
7 DAY COMPRESSION TESTS ON 9 MOLDED SPECIMENS	EACH	9	\$20	\$180
28 DAY COMPRESSION TESTS ON 9 MOLDED SPECIMENS	EACH	9	\$20	\$180
CYCLIC WET-DRY TESTS ON 9 MOLDED SPECIMENS	EACH	9	\$150	\$1,350
CYCLIC FREEZE-THAW TESTS ON 15 MOLDED SPECIMENS	EACH	15	\$280	\$4,200
ENGINEERING SUPV & REPORTS	HOURLY	12	\$120	\$1,440

OPTIONAL ADDITIONAL MIX DESIGN SUBTOTAL \$11,400

TOTAL ESTIMATED FEE WITH OPTIONAL ADDITIONAL MIX DESIGN \$44,144

allstate consultants llc

Rate Schedule

Revised: January 2, 2012

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$130.00
ENGINEER III.....	\$120.00
ENGINEER II.....	\$110.00
ENGINEER I.....	\$100.00
INVESTIGATIVE ENGINEER III.....	\$200.00
INVESTIGATIVE ENGINEER II.....	\$175.00
INVESTIGATIVE ENGINEER I.....	\$150.00
TECHNICIAN VI/SURVEYOR III.....	\$105.00
TECHNICIAN V/SURVEYOR II.....	\$95.00
TECHNICIAN IV/SURVEYOR I.....	\$80.00
TECHNICIAN III.....	\$70.00
TECHNICIAN II.....	\$50.00
TECHNICIAN I.....	\$35.00
CREW (1 MAN).....	\$110.00
CREW (2 MEN).....	\$130.00
CREW (3 MEN).....	\$140.00
INVESTIGATOR IV.....	\$110.00
INVESTIGATOR III.....	\$100.00
INVESTIGATOR II.....	\$75.00
INVESTIGATOR I.....	\$60.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$200.00
GPS RECEIVERS (PER UNIT).....	\$111.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$35.00/day
ATV (PER UNIT).....	\$111.00/day
MILEAGE.....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone 573/875-8799
Fax 573/875-8850
www.allstateconsultants.net



30601 Highway 5
Marceline, Missouri 64658
Phone 660/376-2941
Fax 660/376-3492
allstate@allstateconsultants.net

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	\$160.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	\$200.00/hour
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content.....	\$6.00/test
Dry Unit Weight.....	\$10.00/test
Unconfined Compressive Strength.....	\$26.00/test
With Stress vs. Strain Curve.....	\$55.00/test
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits.....	\$75.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$60.00/test
Hydrometer Analysis	\$60.00/test
Combined Grain Size Analysis (Sieve and Hydrometer)	\$ 95.00/test
Specific Gravity Determination	\$60.00/test
Swell Potential (1 Surcharge Pressure).....	\$100.00/test
Swell Potential and Swell Pressure.....	\$200.00/test
Consolidation Test with $e \log p$ Curve.....	\$400.00/test
With Time vs. Deformation Plots.....	\$50.00/plot
Standard Proctor Test.....	\$150.00/test
Modified Proctor Test.....	\$200.00/test
Laboratory CBR Test (Per Specimen).....	\$180.00/test
Concrete Compressive Strength Tests.....	\$15.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	\$10.00/each
Concrete Flexural Strength Tests	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

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allstate@allstateconsultants.net

TERMS AND CONDITIONS

FOR GEOTECHNICAL AND CONSTRUCTION TESTING SERVICES

ALLSTATE CONSULTANTS LLC

1. **SCOPE OF SERVICES:** Allstate Consultants LLC (the Firm) shall perform the Geotechnical Engineering and/or Construction Observation and Testing Services described in this Agreement for the stated fee arrangement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices.

Cost estimates provided in the Agreement, shall not be considered as a firm fee unless so stated in the Agreement. If unanticipated site conditions are discovered, the scope of services may change as the work progresses. The Firm will advise the Client of the unanticipated conditions and will perform authorized additional services in accordance with the attached fee schedule rates. Rates will be provided for any additional work beyond the scope of services described in this Agreement and not included in the attached fee schedule.

2. **STANDARD OF CARE:** The Firm will perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any oral or written report, opinion, document, or other instrument of service.
3. **SITE ACCESS:** Unless otherwise stated, the Firm will have the right of access to the site for activities necessary for the performance of the site exploration or construction observation and testing services. While the Firm will take reasonable precautions to minimize damage due to these activities, the Client recognizes that the Firm's use of exploratory equipment may cause some damage to the site and understands that the restoration of such damage is not part of this Agreement. The Client further understands the Firm has not included costs for restoration of any resulting damage in the stated fee.
4. **BURIED UTILITIES:** The Firm will contact representatives of local utility companies to request that the locations of underground utilities be marked in the areas we plan to perform subsurface exploration. Reasonable precautions will be taken by the Firm to avoid damage or injury to existing underground utilities. The Client agrees to mark or have others mark the locations of any private utilities existing on the site and to hold harmless and indemnify the Firm for any claims or liabilities incurred for damages to underground utilities that were not brought to the Firm's attention or were not correctly marked or shown on drawings provided to the Firm.
5. **BORING AND FIELD TEST LOCATIONS:** Unless otherwise stated in this Agreement, the Firm will layout or locate the borings, test pits and/or field tests using pacing, a measuring wheel, and/or a tape and a scaled, Client furnished, site drawing with convenient on-site reference points. The Firm will approximate right angles and will estimate ground elevations based on interpolation from furnished topographic information or provided control points. If so stipulated in the Agreement, the Firm will determine elevations using an engineer's level and a convenient benchmark provided by the Client. The accuracy of the Client provided information and/or survey control will effect the accuracy of the boring, test pit and field test locations and the elevations determined by the Firm. If greater accuracy is required, or if otherwise stated in this Agreement, the Firm will layout or locate the borings, test pits and/or field tests and will determine ground elevations using professional surveying methods. The Firm reserves the right to adjust boring, test pit or field test locations a reasonable distance to avoid unexpected obstacles that may be encountered at the site.
6. **SUBSURFACE RISKS:** The Client realizes that special risks are associated with the identification of subsurface conditions that are hidden from view. Even a comprehensive sampling and testing program implemented by experienced personnel using appropriate equipment under the direction of a trained professional may fail to detect certain conditions, because such conditions are hidden and therefore cannot be targeted in development of a subsurface exploration plan. For similar reasons, conditions that the Firm infers to exist between sampling points may differ significantly from the conditions that actually exist there. Time also plays a significant role and the Client recognizes that, because of natural occurrences or human intervention at or near the site, actual conditions discovered through sampling are subject to rapid change. The Client further understands that such risks cannot be eliminated, but that the Firm is able to apply certain techniques to help reduce such risks to a level the Client deems tolerable. The Firm is available to explain these risks and risk reduction methods to the Client, but, in any event, the scope of services included in this Agreement is that which the Client agreed to or selected in light of the Client's own risk preferences and other considerations.
7. **GEOSERVICE EXCLUSIONS:** The Client, understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geoenvironmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns and, if they do, they may not report them. The same applies to personnel involved with geoenvironmental projects, with respect to geotechnical issues. Accordingly, Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from the Firm's alleged failure to report or report fully on environmental issues in instruments of geotechnical service or on geotechnical issues in instruments of geoenvironmental service. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.

- 8. CHANGED CONDITIONS:** The Client has relied on the Firm's professional judgment in establishing the Firm's scope of services and estimated fee for this project, given the project's nature and risks and the Client's risk preferences and imposed constraints. The Client shall also rely on the Firm's professional judgment in evaluating the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Firm. Should the Firm call for contract renegotiation, the Firm shall identify the changed conditions that in the Firm's professional judgment make such renegotiation necessary and the Firm and Client shall promptly and in good faith enter into the renegotiation process. If renegotiated terms cannot be agreed to, the Firm shall have the right to terminate this Agreement without penalty as per Paragraph 18, Termination of Services.
- 9. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS:** Hazardous materials or certain types of hazardous materials may exist even where there is no reason to believe they are present. Should the Firm discover such unanticipated hazardous materials or suspected hazardous materials, the Firm shall notify the Client as soon as practically possible. The Client and the Firm agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation or termination of this Agreement. The Client and the Firm also agree that, upon discovery of unanticipated hazardous materials or suspected hazardous materials, the Firm should take those measures that in the Firm's opinion are necessary to preserve and protect public health, safety, and welfare and the environment. The Client agrees to compensate the Firm for such services, given that the hazardous materials or suspected hazardous materials in question are the Client's responsibility. In addition, the Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss allegedly arising from the Firm's discovery of unanticipated hazardous materials or suspected hazardous materials, or their presence. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
- 10. DISPOSAL OF SAMPLES:** All soil, rock, water, and other samples obtained from the project site are the Client's property. Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, the Firm shall preserve such samples for no longer than sixty (60) calendar days after the Firm's issuance to the Client of the report that relates data obtained from the samples. If in the Firm's opinion any of these samples are or may be affected by a regulated contaminant, the Firm shall package such samples in accordance with applicable law, and the Client shall arrange for lawful disposal procedures, that is, procedures to remove the samples from the Firm's custody and transport them to a disposal site. The Firm shall not under this Agreement arrange for or otherwise dispose of substances affected by regulated contaminants. The Firm will, at Client's request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but the Firm shall not make any independent determination about the selection of a treatment, storage, or disposal facility, nor will the Firm subcontract such activities through transporters or others. The Client shall sign all manifests for the disposal of substances affected by regulated contaminants and shall otherwise exercise prudence in arranging for lawful disposal. Because involvement with Client's contaminated samples can expose the Firm to severe risks, Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss allegedly arising from the Firm's containing, labeling, transporting, testing, storing, or other handling of the Client's contaminated samples. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
- 11. CONSTRUCTION OBSERVATION AND TESTING:** The Client recognizes that observation and testing will be necessary during construction and that unanticipated or changed site conditions may be encountered as construction progresses. For these reasons, the Client will retain the Firm to provide observation and testing services during construction. The scope of services describing the portions of construction for which observations and tests will be performed will be described in the Construction Observation and Testing Agreement. The Firm's observation and testing services will consist of performing field and laboratory tests, reporting test results to on-site personnel designated by the Client and developing and reporting to the Client the Firm's professional opinion as to whether the results of the observations and tests indicate compliance with the project requirements. The Firm's observation and testing services will be limited to portions of the work stipulated in the Agreement that are in progress when the Firm's representative(s) are on-site.

The Client understands that construction observation and testing are conducted to reduce, not eliminate, the risk of problems arising during or after construction, and that provision of the Firm's service does not create a warranty or guarantee of any type. In all cases, the contractors shall retain responsibility for the supervision, quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based and they should be so informed. The contractors should also be advised that neither the Firm's presence on-site nor the performance of the Firm's observation and testing services relieves them in any way from compliance with project requirements nor from defects discovered in their work.

The Client recognizes that even those products manufactured in closely controlled environments have variations in properties and that the accuracy of tests used to measure the quality of these products are also subject to variations. As compared with other manufactured products, field construction typically has wider variations in product properties and in test results. Therefore, even with careful observation and testing, the Firm cannot state that all portions of the work comply with project requirements. However, the level of confidence regarding compliance with project requirements is generally much higher with full time observation and testing than with intermittent or periodic observation and testing.

Should the Firm, for any reason, not be selected to provide construction observation and testing services during implementation of the Firm's plans, specifications, and/or recommendations, or should the Client unduly restrict the Firm's assignment of observation personnel, the Client shall, to the fullest extent permitted by law, waive any claim against the

Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by the Firm. Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.

12. **SITE SAFETY:** The Firm's site responsibilities are limited solely to the activities of the Firm and the Firm's employees on the site. These responsibilities shall not be inferred by any party to mean that the Firm has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, superintendence of the contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the contractor alone. The Client warrants that: 1) these responsibilities will be made clear in Client's agreement with the contractor; 2) Client's agreement with the contractor shall require the contractor, to the extent of contractor's negligence, to indemnify, defend, and hold Client and the Firm harmless from any fine, penalty, claim, or liability for injury or loss arising from Client's or the Firm's alleged failure to exercise site safety responsibility; and 3) Client's agreement with the contractor shall require the contractor to make Client and the Firm additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and the Firm, and shall hold Client and the Firm harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier. Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from the Firm's alleged failure to exercise site safety responsibility. Client also shall compensate the Firm for any time or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
13. **LIMITATION OF LIABILITY:** Client and the Firm have considered the risks and rewards associated with this project, as well as the Firm's fee for services. The Client and the Firm agree to allocate certain of the risks so that, to the fullest extent permitted by law, the Firm's total aggregate liability to the Client and all third-parties is limited to the greater of \$ 50,000 or the Firm's fee for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other act giving rise to liability based upon contract, tort, or statute.
14. **INDEMNIFICATION:** The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts they may be liable.
15. **CONFIDENTIALITY:** The Firm agrees to keep confidential and to not disclose to any person or entity (other than the Firm's employees and subcontractors), without the prior consent of Client, all data and information not previously known to and generated by the Firm, or furnished to the Firm and marked "CONFIDENTIAL" by Client; provided, however, that these provisions shall not apply to data that: are in the public domain; were previously known to the Firm; or were independently acquired by the Firm from third-parties under no obligation to Client to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of the Firm, nor shall they be interpreted to in any way restrict the Firm from complying with a legally enforceable order to provide information or data. The Client agrees that the Firm may use and publish the Client's name and a general description of the Firm's services with respect to the project in describing the Firm's experience and qualifications to others. The Client also agrees that any patentable or copyrightable concepts developed by the Firm in the course of the Firm's services hereunder are the sole and exclusive property of the Firm.
16. **FEES:** A *Fixed Fee*, if stated, shall constitute the total compensation due. An *Estimated Fee*, if stated, shall be calculated on the basis of the attached *Fee Schedule* and the estimate shall not be exceeded by more than twenty percent without written approval of the Client. A *Not To Exceed Fee*, if stated, will be calculated on the basis of the attached *Fee Schedule* and will not be exceeded without prior written approval of the Client.
17. **BILLING AND PAYMENTS:** Statements for the Firm's services shall be submitted on a monthly basis. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Firm shall not be withheld, postponed or made contingent on the permitting, construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Firm's compensation for any reason.
18. **TERMINATION OF SERVICES:** The Agreement may be terminated by the Client or the Firm after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.
19. **OWNERSHIP OF DOCUMENTS:** All boring and test pit logs, field data, field notes, laboratory data, calculations, analyses, estimates, reports and other documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.
20. **APPLICABLE LAWS:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 29th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby ratify the attached proclamation establishing a National County Government Month in April 2012.

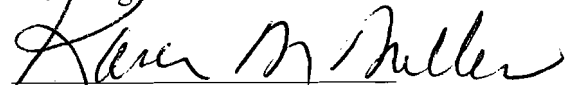
Done this 29th day of March, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner

National County Government Month - April 2012

“Healthy Counties, Healthy Families”

WHEREAS, the nation’s 3,068 counties provide a variety of essential public services to communities serving more than 300 million Americans; and

WHEREAS, “Boone County” and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

WHEREAS, county governments are essential to America’s healthcare system and are unique in their responsibility to both finance and deliver health services through public hospitals and clinics, local health departments, long-term care facilities, mental health services and substance abuse treatment, and coverage programs for the uninsured; and

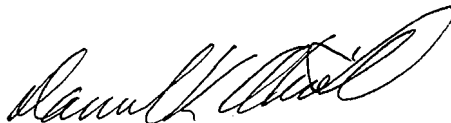
WHEREAS, National Association of Counties President Lenny Eliason is encouraging counties to promote healthy living and lifestyle choices in communities across the country through his 2011-12 “Healthy Counties” presidential initiative; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve;

WHEREAS, “Boone County encourages its citizens and employees to strive toward wellness through healthy and active lifestyles by providing education and resources;”

NOW, THEREFORE, BE IT RESOLVED THAT “We, the Boone County Commissioners, do hereby proclaim April 2012 as National County Government Month and encourage all County officials, employees, schools and residents to participate in county government celebration activities.”

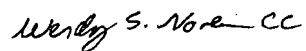



Daniel Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:



Wendy Noren, Boone County Clerk