

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

day of October

20 03

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


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

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2532-91300: Sheriff's Department Block Grant - Machinery and Equipment	\$822.00

Said budget amendment is to establish a budget to expend Block Grant funds for equipment.

Done this 9<sup>th</sup> day of October, 2003.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



**Fund 253: Local Law Enforcement Grant**  
**Solvency Analysis**  
**Prepared by Auditor's Office**  
**9-24-2003**

Beginning Fund Balance (Unreserved) 1-1-2003 (\$42,269.46)

Plus: Actual Revenues 2003

Dept 2530		
Interest	(445.44)	
Grant Revenue	0.00	
Local Match	0.00	
Dept 2532		
Interest (through June)	441.57	
Grant Revenue	0.00	
Local Match	0.00	
		(3.87)

Plus: Grant Receipts Classified as Deferred Revenue (acct 2460) 48,085.37 \$5,812.04

Less: Budgeted Expenditures 2003

	<u>Current Budget</u>	<u>Budget Revision/ Amendment</u>	<u>Total</u>		<u>Actual YTD Expenditures &amp; Encumbrances</u>	<u>Remaining Budget</u>
Dept 2530						
Class 2	0.00		0.00		0.00	0.00
Class 6	0.00		0.00		0.00	0.00
Class 9	0.00		0.00		0.00	0.00
Dept 2532						
Class 9	<u>4,990.00</u>	<u>822.00</u>	<u>5,812.00</u>		<u>4,897.93</u>	<u>914.07</u>
	<u>4,990.00</u>	<u>822.00</u>		<u>(5,812.00)</u>	<u>4,897.93</u>	<u>914.07</u>

Anticipated Fund Balance 12-31-2003 0.04

2003 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
<b>Local Law Enforcement Grant FY02</b>										
2532-91300	Budget Amendment									
2532-91300	radio - mobile - (2)		4-1-2003	4,990	4,990			4-7-2003	2,442	4,990
2532-91300	smart siren - (2)							4-7-2003	1,954	(2,442)
2532-91300	dash laser lights							6-10-2003	502	(1,954)
2532-91300	Budget Amendment									(502)
2532-91300	camera - (2) (added 9-25-2003)				822					822
	<b>Total</b>	<u>0</u>		<u>5,812</u>	<u>5,812</u>		<u>0</u>		<u>4,898</u>	<u>914</u>
	<b>Total Local Law Enforcement Block Grant FY02</b>	<u>0</u>		<u>5,812</u>	<u>5,812</u>		<u>0</u>		<u>4,898</u>	<u>914</u>

9/25/2003

FY 2003  
Budget Amendments/Revisions  
Local Law Enforcement Block Grant FYX2 (2532)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	3/3/2003	91300	Machinery & Equipment	4,990		Establish 2003 expenditure budget for FY2002 grant	
2	9/25/2003	91300	Machinery & Equipment	822		Establish budget to spend remaining grant funds	

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STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 03

In the County Commission of said county, on the

9<sup>th</sup> day of October

20 03

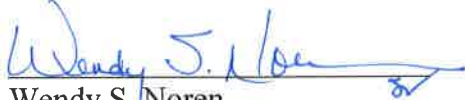
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 59-16SEP03 for the Addition to the Juvenile Justice Center to Five Oaks Construction. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.  
Done this 9<sup>th</sup> day of October, 2003.

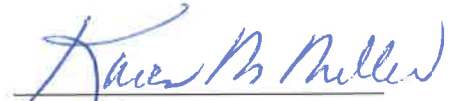


Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Marlene Ridgway**  
Buyer



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

473-2003

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 59-16SEP03 – Addition to the Juvenile Justice Center  
DATE: September 30, 2003

The Public Works department and the Purchasing department have reviewed the above referenced bid and recommend rejecting the apparent low bidder, McAfee Construction due to omission of costs for 2 significant items included in the bid. We further recommend awarding to Five Oaks Construction for having the best bid meeting our minimum specifications. Total cost of the base bid and Alternate 1 is \$922,000.00 to be paid from 4020 account 71201.

The bid tabulation is attached.

## Bid Tabulation

59-16SEP03 – Addition to the Juvenile Justice Center

	Prost Builders	Coil Construction	McAfee Const.	Sircal Contracting	J.C. Industries	Five Oakes Associates
Base Bid	\$ 936,000.00	\$ 1,031,000.00	\$ 809,000.00	\$ 895,200.00	\$ 889,000.00	\$ 852,000.00
Section I Rock Excavation per CY	\$ 250.00	\$ 250.00	\$ 250.00	\$ 215.00	\$ 250.00	\$ 300.00
Section I A. Alternate #1	\$ 83,300.00	\$ 77,943.00	\$ 84,000.00	\$ 62,100.00	\$ 129,900.00	\$ 70,000.00
Addendum One	No	Yes	Yes	No	Yes	Yes
Addendum Two	No	Yes	Yes	No	Yes	Yes
Bidders Qualifications	Yes	Yes	Yes	Yes	Yes	Yes
Non-Collusive Affidavit	Yes	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes
			Substitution of a Metal Building Manu. To A & S			





**CONTRACT AGREEMENT FORM**

THIS AGREEMENT, made and entered into by and between the **Boone County Commission of Columbia, Missouri**, (hereinafter referred to as the Owner), and **Five Oaks Associates, 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/her own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

**BID #59-16SEP03 – Addition to the Juvenile Justice Center  
5665 Roger I. Wilson Memorial Drive  
Columbia, MO 65202  
Base Bid and Alternate 1**

and agrees to perform all the work required by the Contract as shown in the specifications. The following Contract documents and all addenda (if applicable), 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

1. Division 1 – General Project Requirements
2. Division 2 – Site Work and Demolition
3. Division 3 – Concrete
4. Division 4 – Masonry
5. Division 5 – Metals
6. Division 6 – Wood and Plastics
7. Division 7 – Thermal and Moisture Protection
8. Division 8 – Doors and Windows and Glass
9. Division 9 – Finishes
10. Division 10 – Special Ties
11. Division 11 – Equipment
12. Division 12 – Furnishings
13. Division 13 – Special Construction
14. Division 14 – Conveying Systems
15. Division 15 – Mechanical
16. Division 16 – Electrical
17. All Applicable Addenda

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, included in this Proposal, the work shall be done in accordance with the Bid Documents and as incorporated in this contract as fully and effectively as set forth in detail herein.

The Contractor further agrees that he/she 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/her information was secured by personal investigation and research and

not from any estimates of the Owner; and that he/she 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 proposal 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 of 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 agents 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 workmen 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 Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman 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 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/she will comply with all federal and state laws and regulations and local 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/her 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. Also, that he/she 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/her hereunder; and that he/she has not, in estimating the Contract price demand by him/her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him/her hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor 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:

Nine hundred Twenty-two thousand dollars (\$922,000.00)

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 OCTOBER 2003 at  
Columbia, Missouri.  
(Date)

OWNER, BOONE COUNTY, MISSOURI

By: Keith Schnarre  
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy Noren  
Wendy Noren, County Clerk

CONTRACTOR: FIVE OAKS ASSOCIATES LLC

By: Gary E. Dorr  
Authorized Representative Signature

By: Gary E. Dorr  
Authorized Representative Printed Name

Title: Manager

Approved as to Legal Form:

John Patton  
John Patton  
Boone County Counselor

AUDITOR CERTIFICATION

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

4020-71201 - \$922,000.00

Signature June Pitchford by KF Date 10/3/2003 Appropriation Account

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STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 03

In the County Commission of said county, on the

9<sup>th</sup> day of October

20 03

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

Now on this day the County Commission of the County of Boone does hereby adopt and approve the revisions to the Boone County Government Building Use Policy.

Done this 9<sup>th</sup> day of October, 2003.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

*For agenda  
Please ✓  
Policy Change  
474-2003*

**BOONE COUNTY GOVERNMENT**  
**BUILDING USE POLICY**

**Policy:**

Internal and external non-profit groups may use the Boone County Government Center for the purposes of promoting community activities. Activities conducted must be scheduled and pre-approved through the Boone County Commission office. Political fund-raisers or commercial activities are prohibited.

**General Conditions:**

1. The activity conducted must be related to cultural, recreational, or educational issues. Campaign or candidate fund-raisers or commercial activities are prohibited.
2. External events (Court House Square) may be conducted at any hour, but cannot interfere with work at the Court House and/or Government Center and must comply with all existing municipal and county ordinances on noise abatement and public health.
3. Internal events are allowed between 7:30 a.m. and 9:45 p.m. in the Government Chamber facilities unless otherwise specified. The County Government Center Rooms 139, 208, 220, and the Atrium are restricted for use from 7:30 a.m. to 5:30 p.m. (no evening hours).
4. Use of the facility may be used in conjunction with Courtyard; if not be devoid of interference with any existing exhibit or ongoing activity.
5. Organizations and user groups are not allowed to suggest County of Boone endorsement or sponsorship in their invitation or publicity.
6. Themes must be approved by the Boone County Commission and must be consistent with promoting community culture, recreation, and education.
7. Internal receptions (meal functions) may have food prepared off-site and brought to the building for set up. All food and drink set-ups are to be in the entryway outside the Chambers. Alcoholic beverages are prohibited pursuant to State Statute. Extreme caution is to be used to prevent damage due to food and drink.
8. External receptions and meal functions may have food prepared on-site providing all existing health regulations are followed.
9. The group reserving the facility is responsible for all setup and site cleanup. The site must be left in the same condition as it was prior to the event; refer to Chamber layout sheet. Appropriate fees will be charged for any damages or for unnecessary clean up.
10. Setup for any event may be done early, so long as it does not interfere with previously scheduled use of the space or facility or with the normal function of county government. Clean up must be completed immediately following the event. Trash bags are located in service area located behind double doors, on the right, immediately entering Chambers.
11. To preserve emergency fire consideration, all vehicles must be parked in approved parking areas; no vehicles are to be left in the alley or on the Courthouse Square without approval.
12. Smoking is prohibited in all county buildings.

13. The permittee shall indemnify and save harmless the County of Boone, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury, death or damage to property or others directly or indirectly due to the exercise by the permittee of the privilege granted by this permit, or any other act or omission of permittee, including the failure to comply with the rules of use.
14. Although no deposit is required for use of these public facilities, the group or organization can be charged for any damage done to the facility and/or privilege of use can be revoked for a set period of time.
15. Any Boone County facility reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling. If this should occur we would make every effort to contact you in ample time.

**Request:**

- Request for use of County property must be submitted on the Boone County Government Center and Facility Special Events Reservation for Commission approval.
- Request for the use of the Courthouse Square will be submitted for review at the earliest available meeting of the County Commission.
- The requesting person or agency must complete the request and deliver by hand, mail or fax to the office of the County Commission.
- Approval will be granted on first come, first serve basis, and will be based on a space available basis only.
- Space may be reserved up to three months prior to the scheduled event date.
- In those cases where the request cannot be submitted in the required form, the Presiding Commissioner shall have the authority to approve use.
- Internal use may be scheduled for Rooms 139, 208, 220, and the Atrium from 7:30 a.m. to 5:30 p.m., unless special permission is granted.
- External use may be scheduled for any time of the day. However, the requesting person or organization must abide by noise ordinances and comply with any city regulations.

BOONE COUNTY GOVERNMENT  
BUILDING USE POLICY

Policy:

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General Conditions:

*through The Boone County Commission office.*

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4. Use of the facility must be used in conjunction and without interference with any existing exhibit and ongoing activity. *w/ courtyard if not devoid of*
5. Organizations and user groups are not allowed to suggest County of Boone endorsement or sponsorship in their invitation or publicity.
6. Themes must be approved by the <sup>Bo</sup> County Commission and must be consistent with promoting community culture, recreation, and education.
7. Internal receptions (meal functions) may have food prepared off-site and brought to the building for set up. All food set-up is to be in the entryway outside the Chambers. Note that some facilities do not allow food, and some only allow refreshments. *EXTREME CAUTION*
8. External receptions and meal functions may have food prepared on-site providing all existing health regulations are followed.
9. The group reserving the facility is responsible for all setup and site cleanup. The site must be left in the same condition as it was prior to the event. Appropriate fees will be charged for any damages or for unnecessary clean up. *refer to chamber layout sheet*
10. Setup for any event may be done early, so long as it does not interfere with previously scheduled use of the space or facility or with the normal function of county government. Clean up must be completed immediately following the event. *trash bags are located in service area, located behind double doors on the right*  
*Food and beverage may be served in conjunction with all events, unless otherwise specified at a particular facility. Alcoholic beverages are prohibited pursuant to State Statute.*
11. To preserve emergency fire consideration, all vehicles must be parked in approved parking areas; no vehicles are to be left in the alley or on the Courthouse Square without approval.
12. Smoking is prohibited in all county buildings.

*or Gov Cmt*

*and drink*

*immediately after in chambers*



14. The permittee shall indemnify and save harmless the County of Boone, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury, death or damage to property or others directly or indirectly due to the exercise by the permittee of the privilege granted by this permit, or any other act or omission of permittee, including the failure to comply with the rules of use.
15. Although no deposit is required for use of these public facilities, the group or organization can be charged for any damage done to the facility and/or privilege of use can be revoked for a set period of time.
16. Any Boone County facility reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling. If this should occur we would make every effort to contact you in ample time.

Request:

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- Request for the use of the Courthouse Square will be submitted for review at the earliest available meeting of the County Commission.
- The requesting person or agency must complete the request and deliver by hand, mail or fax to the office of the County Commission.
- Approval will be granted on first come, first serve basis, and will be based on a space available basis only.
- Space may only be reserved <sup>3 months</sup> one month prior to the scheduled event date.
- In those cases where the request cannot be submitted in the required form, the Presiding Commissioner shall have the authority to approve use.
- Internal use may be scheduled for Rooms 139, 208, 220, and the Atrium from 7:30 a.m. to 5:30 p.m., unless special permission is granted.
- External use may be scheduled for any time of the day. However, the requesting person or organization must abide by noise ordinances and comply with any city regulations.

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

9<sup>th</sup> day of October

20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the Utility Relocation Agreement with Boone Electric Cooperative for the Olivet Road Reconstruction project. It is further ordered that the District I Commissioner, Karen M. Miller, be hereby authorized to sign said agreement.

Done this 9<sup>th</sup> day of October, 2003.

Abstain

Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

UTILITY RELOCATION AGREEMENT  
Olivet Road Reconstruction Project

475-2003

THIS AGREEMENT, dated the 9 of October, 2003, is made by and between the County of Boone, a political subdivision of the State of Missouri (hereinafter County) and Boone Electric Cooperative (hereinafter Boone Electric).

WITNESSETH:

WHEREAS, County is reconstructing a portion of Olivet Road (the Project) which will require Boone Electric's poles to be relocated; and

WHEREAS, Boone Electric has prepared plans and cost estimates for the necessary relocation of its utility poles in connection with the Project; and

WHEREAS, this agreement sets out the duties and responsibilities of each party regarding such relocation.

NOW, THEREFORE, in consideration of the following covenants and agreements, County and Boone Electric agree as follows:

1. County and Boone Electric agree that Boone Electric shall relocate Boone Electric's poles and other facilities located in and adjacent to the outer boundary of County right of way for the Project as shown by the approved plans and specifications for the Project maintained on file with County's Director of Public Works and made a part hereof by reference;
2. County agrees to reimburse Boone Electric the actual cost of the relocation based on final as-built plans not to exceed \$111,469.00 without prior written approval of the County.
3. County agrees that Boone Electric existing and/or replacement of existing poles located in newly acquired roadway right-of-way acquired for this project shall be considered to be located within private utility easement pre-existing county's right-of-way.

IN WITNESS WHEREOF, County and Boone Electric have duly authorized the signatory below to execute this agreement on behalf of such entities on the above referenced date.

BOONE ELECTRIC COOPERATIVE

By: Joel Bullard  
Joel Bullard, President

ATTEST:  
Nathan K. Martin  
Nathan Martin, Secretary

Approved:  
David Mink  
David Mink, Director Public Works

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 to the credit of such appropriation sufficient to pay therefore.

June E. Pitchford  
June E. Pitchford, Auditor

BOONE COUNTY, MISSOURI

By: Karen M. Miller  
Karen M. Miller, District I Commissioner

ATTEST:  
Wendy J. Noren  
Wendy Noren, County Clerk

Approved as to Legal Form:  
John L. Patton  
John L. Patton, County Counselor

9/24/03  
Date



W.O.#	ID#	UNIT NUMBER	QUANT	LABOR AND MATERIAL BY	CONSTRUCTION UNIT	---MATERIAL--- UNIT-PRICE	---MATERIAL--- COST	UNIT-PRICE	UNIT-PRICE	COST
		IK11C	7 EA	LABOR	81.90	.00	.00	46.80	46.80	327.60
		IL15-3-100	2 EA	MATERIAL	115.80	.00	.00	231.60	231.60	463.20
		IM2-1	8 EA	BY	.00	.00	.00	.00	.00	.00
		IM2-2	9 EA	CONSTRUCTION	.00	.00	.00	.00	.00	.00
		IM26-5HPS90	1 EA	UNIT	69.70	.00	.00	278.80	278.80	278.80
		IM3-10	1 EA		105.00	.00	.00	420.00	420.00	420.00
		IP30-6	1 EA		78.10	.00	.00	312.40	312.40	312.40
		IP35-5	3 EA		269.40	.00	.00	359.20	359.20	1,077.60
		IP35-6	6 EA		538.80	.00	.00	359.20	359.20	2,155.20
		IP35-7	2 EA		179.60	.00	.00	359.20	359.20	718.40
		IP40-4	3 EA		304.80	.00	.00	406.40	406.40	1,219.20
		IP40-5	2 EA		203.20	.00	.00	406.40	406.40	812.80
		IP45-3	1 EA		116.70	.00	.00	466.80	466.80	466.80
		IP50-4	1 EA		155.40	.00	.00	621.60	621.60	621.60
		IS3-#2	1 EA		.00	.00	.00	.00	.00	.00
		IS3-#2	42 FT		8.73	.00000	.00	.83142	.83142	34.92
		IUA1	2 EA		550.00	.00	.00	1,100.00	1,100.00	2,200.00
		IUC1	1 EA		445.20	.00	.00	1,780.80	1,780.80	1,780.80
		IUM5-2	1 EA		100.80	.00	.00	403.20	403.20	403.20
		NA1	8 EA		214.40	16.47	131.82	123.67	123.67	989.42
		NA2	1 EA		35.20	25.41	25.41	166.21	166.21	166.21
		NA3	1 EA		57.90	35.50	35.50	267.10	267.10	267.10
		NA5-1	6 EA		327.60	30.37	182.24	248.77	248.77	1,492.64
		NA6	2 EA		248.60	71.85	143.70	569.05	569.05	1,138.10
		ND#4	2,754 FT		803.07	.08711	239.92	1.25350	1.25350	3,452.15
		ND10	3,856 FT		1,367.34	.16834	649.13	1.58673	1.58673	6,118.46
		ND8A	3,666 FT		890.84	.00000	.00	.97199	.97199	3,563.32
		NEL-2Y	7 EA		329.00	22.96	160.73	210.96	210.96	1,476.73
		NEL-3Y	2 EA		109.20	26.62	53.24	245.02	245.02	490.04
		NE2-2	2 EA		109.20	14.61	29.22	233.01	233.01	466.02
		NF1-2	5 EA		340.00	25.45	127.25	297.45	297.45	1,487.25
		NF1-4	1 EA		74.70	34.55	34.55	333.35	333.35	333.35
		NG210	1 EA		1,265.00	496.50	496.50	5,556.50	5,556.50	5,556.50
		NG310	1 EA		1,265.00	624.72	624.72	5,684.72	5,684.72	5,684.72
		NG39	1 EA		209.10	13.08	13.08	849.48	849.48	849.48
		NG9	1 EA		209.10	103.30	103.30	939.70	939.70	939.70
		NK11C	7 EA		158.20	4.91	34.42	95.31	95.31	667.22





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

9<sup>th</sup> day of October

20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the Utility Relocation Agreement with Boone Electric Cooperative for the Scott Boulevard Reconstruction project. It is further ordered that the District I Commissioner, Karen M. Miller, be hereby authorized to sign said agreement.


Done this 9<sup>th</sup> day of October, 2003.


Abstain

Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



UTILITY RELOCATION AGREEMENT  
Scott Boulevard Reconstruction Project

476-2003

THIS AGREEMENT, dated the 9 of October, 2003, is made by and between the County of Boone, a political subdivision of the State of Missouri (hereinafter County) and Boone Electric Cooperative (hereinafter Boone Electric).

WITNESSETH:

WHEREAS, County is reconstructing a portion of Scott Boulevard (the Project) which will require Boone Electric's poles to be relocated; and

WHEREAS, Boone Electric has prepared plans and cost estimates for the necessary relocation of its utility poles in connection with the Project; and

WHEREAS, this agreement sets out the duties and responsibilities of each party regarding such relocation.

NOW, THEREFORE, in consideration of the following covenants and agreements, County and Boone Electric agree as follows:

1. County and Boone Electric agree that Boone Electric shall relocate Boone Electric's poles and other facilities located in and adjacent to the outer boundary of County right of way for the Project as shown by the approved plans and specifications for the Project maintained on file with County's Director of Public Works and made a part hereof by reference;
2. County agrees to reimburse Boone Electric the actual cost of the relocation based on final as-built plans not to exceed \$78,614.00 without prior written approval of the County.
3. County agrees that Boone Electric existing and/or replacement of existing poles located in newly acquired roadway right-of-way acquired for this project shall be considered to be located within private utility easement pre-existing county's right-of-way.

IN WITNESS WHEREOF, County and Boone Electric have duly authorized the signatory below to execute this agreement on behalf of such entities on the above referenced date.

BOONE ELECTRIC COOPERATIVE

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Joel Bullard, President

By: Karen M. Miller  
Karen M. Miller, District I Commissioner

ATTEST:

ATTEST:

\_\_\_\_\_  
Nathan Martin, Secretary

Wendy J. Noren  
Wendy Noren, County Clerk

Approved:

Approved as to Legal Form:

David Mink  
David Mink, Director Public Works

John L. Patton  
John L. Patton, County Counselor

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 to the credit of such appropriation sufficient to pay therefore.

Jane E. Pitchford  
Jane E. Pitchford, Auditor *hys*

9/24/03  
Date

W.O.#	ID#	UNIT NUMBER	QUANT	LABOR AND MATERIAL BY	CONSTRUCTION UNIT	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE
A1		3 EA	67.20	201.60	50.40	17.98	53.94	85.18	255.54				
A5		3 EA	144.40	433.20	108.30	34.62	103.86	179.02	537.06				
A6		1 EA	228.40	228.40	57.10	75.93	75.93	304.33	304.33				
D#4		2,010 FT	.61560	1,237.35	309.34	.08710	175.09	.70270	1,412.44				
E1-2		6 EA	104.00	624.00	156.00	20.54	123.24	124.54	747.24				
E3-10Y		16 EA	50.40	806.40	201.60	2.57	41.12	52.97	847.52				
F1-2		7 EA	208.00	1,456.00	364.00	25.47	178.29	233.47	1,634.29				
G106		1 EA	497.20	497.20	124.30	105.55	105.55	602.75	602.75				
M2-1		3 EA	87.20	261.60	65.40	13.27	39.81	100.47	301.41				
M2-2		3 EA	84.00	252.00	63.00	11.15	33.45	95.15	285.45				
M2-9		1 EA	40.00	40.00	10.00	4.61	4.61	44.61	44.61				
M5-2		1 EA	50.40	50.40	12.60	12.17	12.17	62.57	62.57				
P40-5		7 EA	614.80	4,303.60	1,075.90	178.97	1,252.79	793.77	5,556.39				
UM6-28		3 EA	806.40	2,419.20	604.80	.00	.00	806.40	2,419.20				
UM6-32		7 EA	282.00	1,974.00	493.50	8.14	56.98	290.14	2,030.98				
IA1		9 EA	60.40	543.60	135.90	.00	.00	60.40	543.60				
IA2		1 EA	60.40	60.40	15.10	.00	.00	60.40	60.40				
IA4		2 EA	107.20	214.40	53.60	.00	.00	107.20	214.40				
IA5		1 EA	60.40	60.40	15.10	.00	.00	60.40	60.40				
IA5-1		3 EA	60.40	181.20	45.30	.00	.00	60.40	181.20				
IA5-2		1 EA	60.40	60.40	15.10	.00	.00	60.40	60.40				
IA6		1 EA	107.20	107.20	26.80	.00	.00	107.20	107.20				
IC1		1 EA	117.60	117.60	29.40	.00	.00	117.60	117.60				
ID#4		6,828 FT	.46800	3,195.48	798.88	.00000	.00	.46799	3,195.48				
IE1-2		11 EA	107.20	1,179.20	294.80	.00	.00	107.20	1,179.20				
IE3-10Y		2 EA	107.20	214.40	53.60	.00	.00	107.20	214.40				
IF1-2		9 EA	80.40	723.60	180.90	.00	.00	80.40	723.60				
IG105		1 EA	312.40	312.40	78.10	.00	.00	312.40	312.40				
IG106		1 EA	312.40	312.40	78.10	.00	.00	312.40	312.40				
IG9		1 EA	312.40	312.40	78.10	.00	.00	312.40	312.40				
IM2-1		6 EA	.00	.00	.00	.00	.00	.00	.00				
IM2-2		6 EA	.00	.00	.00	.00	.00	.00	.00				
IM2-9		3 EA	20.00	60.00	15.00	.00	.00	20.00	60.00				
IM26-5		1 EA	258.40	258.40	64.60	.00	.00	258.40	258.40				
IM26-5HPS400		1 EA	396.40	396.40	99.10	.00	.00	396.40	396.40				
IM5-2		1 EA	46.80	46.80	11.70	.00	.00	46.80	46.80				

B O N E E L E C T R I C

LABOR AND MATERIAL BY CONSTRUCTION UNIT

QUANT	UNIT-PRICE	A B O R---\$300 COST	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE
5 EA	359.20	1,796.00	449.00	.00	.00	.00
7 EA	359.20	2,514.40	628.60	.00	.00	.00
2 EA	406.40	812.80	203.20	.00	.00	.00
1 EA	406.40	406.40	101.60	.00	.00	.00
3 EA	873.60	2,620.80	655.20	.00	.00	.00
3 EA	403.20	1,209.60	302.40	.00	.00	.00
9 EA	107.20	964.80	241.20	17.98	161.82	161.82
2 EA	372.80	745.60	186.40	62.88	125.76	125.76
1 EA	218.40	218.40	54.60	34.62	34.62	34.62
3 EA	218.40	655.20	163.80	31.44	94.32	94.32
1 EA	497.20	497.20	124.30	75.93	75.93	75.93
6,140 FT	1.16640	7,161.63	1,790.43	.08711	534.91	534.91
9 EA	188.00	1,692.00	423.00	20.69	186.28	186.28
9 EA	272.00	2,448.00	612.00	25.47	229.23	229.23
1 EA	836.40	836.40	209.10	105.55	105.55	105.55
1 EA	836.40	836.40	209.10	105.55	105.55	105.55
2 EA	836.40	1,672.80	418.20	103.32	206.64	206.64
6 EA	140.80	844.80	211.20	13.27	79.62	79.62
4 EA	124.00	496.00	124.00	11.15	44.60	44.60
4 EA	60.40	241.60	60.40	4.61	18.44	18.44
1 EA	544.00	544.00	136.00	158.87	158.87	158.87
1 EA	90.40	90.40	22.60	12.17	12.17	12.17
1 EA	964.00	964.00	241.00	206.05	206.05	206.05
13 EA	890.40	11,575.20	2,893.80	178.97	2,326.61	2,326.61
3 EA	1,700.00	5,100.00	1,275.00	213.96	641.88	641.88
3 EA	.00	.00	.00	10.26	30.78	30.78
1 EA	252.00	252.00	63.00	34.75	34.75	34.75
1 EA	478.00	478.00	119.50	127.00	127.00	127.00
			70,816.06	17,704.05	7,798.21	7,798.21

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UNIT-PRICE	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE	UNIT-PRICE
359.20	359.20	1,796.00	449.00	.00	.00	.00
359.20	359.20	2,514.40	628.60	.00	.00	.00
406.40	406.40	812.80	203.20	.00	.00	.00
406.40	406.40	406.40	101.60	.00	.00	.00
873.60	873.60	2,620.80	655.20	.00	.00	.00
403.20	403.20	1,209.60	302.40	.00	.00	.00
125.18	125.18	1,126.62	241.20	17.98	161.82	161.82
435.68	435.68	871.36	186.40	62.88	125.76	125.76
253.02	253.02	253.02	54.60	34.62	34.62	34.62
249.84	249.84	749.52	163.80	31.44	94.32	94.32
573.13	573.13	573.13	124.30	75.93	75.93	75.93
1.25350	1.25350	7,696.54	1,790.43	.08711	534.91	534.91
208.69	208.69	1,878.28	423.00	20.69	186.28	186.28
297.47	297.47	2,677.23	612.00	25.47	229.23	229.23
941.95	941.95	941.95	209.10	105.55	105.55	105.55
941.95	941.95	941.95	209.10	105.55	105.55	105.55
939.72	939.72	1,879.44	418.20	103.32	206.64	206.64
154.07	154.07	924.42	211.20	13.27	79.62	79.62
135.15	135.15	540.60	124.00	11.15	44.60	44.60
65.01	65.01	260.04	60.40	4.61	18.44	18.44
702.87	702.87	702.87	136.00	158.87	158.87	158.87
102.57	102.57	102.57	22.60	12.17	12.17	12.17
1,170.05	1,170.05	1,170.05	241.00	206.05	206.05	206.05
1,069.37	1,069.37	13,901.81	2,893.80	178.97	2,326.61	2,326.61
1,913.96	1,913.96	5,741.88	1,275.00	213.96	641.88	641.88
10.26	10.26	30.78	.00	10.26	30.78	30.78
286.75	286.75	286.75	63.00	34.75	34.75	34.75
605.00	605.00	605.00	119.50	127.00	127.00	127.00
			78,614.27	*	78,614.27	*

300% OH

Does not include brush clearing



# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ca.

October Session of the October Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

day of October

20 03


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

Now on this day the County Commission of the County of Boone does hereby approve Change Order #1 for the Old Rocheport Road Culvert Replacement project in the amount of \$16,848.00. It is further ordered that the Presiding Commissioner be hereby authorized to sign said change order.

Done this 9<sup>th</sup> day of October, 2003.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

abstain  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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

Change Order No.: One (1)

Job No.: 9758

Date: 10-7-02

Project Location: **Old Rocheport Road Culvert Replacement Project**

Contractor: S & C Bridge & Concrete Inc.

477-2003

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

Description of Changes: Width of footings were widened due to unstable soil.

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

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

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

Sixteen Thousand Eight Hundred Forty-Eight Dollars and 00/100 \$ 16,848.00

CONTRACTOR - S & C Bridge & Concrete Inc.

SIGNATURE Chris D. Chubb DATE 10-7-03

Recommended by: Project Manager Approved by Director DWM

SIGNATURE [Signature] DATE 10/7/03

Accepted by: Boone County

SIGNATURE [Signature] DATE 9 Oct 2003

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 available to pay the costs arising from this contract.  
Auditor [Signature] Date 10/7/03  
1045-7110 8 16,848

**STATEMENT OF CONTRACT AMOUNT:**

ORIGINAL CONTRACT AMOUNT	\$	54,995.00
PREVIOUS ADDITIONS	\$	0.00
TOTAL	\$	54,995.00
PREVIOUS DEDUCTIONS	\$	0.00
NET PRIOR TO THIS CHANGE	\$	54,995.00
AMOUNT OF THIS CHANGE <u>X</u> ADD <u>      </u> DEDUCT <u>      </u>	\$	16,848.00
<b>CONTRACT AMOUNT TO DATE</b>	<b>\$</b>	<b>71,843.00</b>

