

**AMENDMENT TO
DEVELOPMENT AGREEMENT**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter “Amendment”) by and between **Jack and Kay Wax**, husband and wife (hereinafter “Owners”), owners of multiple lots of real estate at or near the northwest corner of Russell Blvd. and Rollins Road, Columbia, Missouri, and the **City of Columbia, Missouri**, a constitutional charter municipality of the State of Missouri (“City”) is made and entered into on the date of the last signatory noted below (hereinafter “Effective Date”). City and Owners may hereinafter be collectively referred to as the Parties and individually as a Party.

RECITALS

WHEREAS, the Parties previously entered into a Development Agreement regarding the development of specified parcels of Owners’ lots, and the Parties’ respective duties regarding development, construction, costs, and dedication of certain public improvements, as set forth in the Development Agreement, attached hereto as **Attachment 1** and incorporated herein; and

WHEREAS, at the time of the Development Agreement, the total amount of trench rock excavation required for the Project was projected by the Parties; and

WHEREAS, additional trench rock excavation was necessary for the Project above the amount included within the Development Agreement, and the Parties agree that City shall reimburse Owners for additional cost as set forth herein.

NOW, THEREFORE, in view of the foregoing Recitals and in consideration of the mutual promises, declarations, covenants and agreements of City and Owners as hereinafter set forth, the Parties hereby agree, pursuant to paragraph 4(e) and paragraph

7 of the Development Agreement, to amend the Development Agreement as follows:

1. Paragraph 4, **City's Obligations for Development**, of the Development Agreement is amended by removing subparagraph (e) and inserting a new subparagraph (e) which shall state:

e) Cost estimates include projected costs for rock excavation. City reimbursement to Owners for rock excavation will be based on the actual quantity for the City extension measured in the field during construction. Accordingly, should no rock excavation be completed for the City extension, City's reimbursement will include no reimbursement to Owners for rock excavation. If actual rock excavation costs for the City extension are more than zero but less than the estimate in **Exhibit C**, City's reimbursement to Owners shall be the actual cost for such rock excavation. If rock excavation for the City extension exceeds the estimated rock excavation costs reflected in **Exhibit C**, City will provide reimbursement only for rock excavation up to but not to exceed the amount reflected in **Exhibit C**, *except as provided in paragraph 4 (f) below*. The Parties may consider a written amendment to this Agreement regarding any amounts exceeding such not to exceed amount.

2. Paragraph 4, **City's Obligations for Development**, of the Development Agreement is further amended to insert subparagraph (f) which shall state:

f) City shall additionally reimburse Owners for trench rock excavation in the amount of ten thousand nine hundred twenty dollars and no cents (\$10,920.00), as set forth in invoice #1318 dated 12/21/2024, attached hereto as **Exhibit E** and incorporated herein, reflecting the actual and final cost of additional trench rock excavation completed in excess of that projected in the Development Agreement for the Project.

3. The terms and conditions of the Development Agreement are modified by this Amendment as specifically set forth herein. All other terms of the Development Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment which shall be effective on the last day and year indicated below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager *DAS*

Dated: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor / ek

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2025 before me appeared De'Carlton Seewood, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that this instrument was signed on behalf of the City by authority of its City Council and City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand, at my office in Columbia, Boone County, Missouri, the day and year first written above.

Notary Public

My Commission expires:

SSCC Inc.

Exhibit E

Invoice

573 489 9631

P.O. Box 507

ASHLAND, MO 65010

| | |
|------------|-----------|
| Date | Invoice # |
| 12/21/2024 | 1318 |

| |
|---|
| Bill To |
| Kay & Jay Wax 1001 John Meyer Lane Columbia, MO 65203 |

| | | |
|----------|--------|---------|
| P.O. No. | Terms | Project |
| | Net 30 | |

| Quantity | Description | Rate | Amount |
|----------|--|--------------|-----------|
| | PERFORMED SANITARY WORK AT RUSSELL SUBDIVISION PHASE 7 Additional Rock Excavation | | |
| | ALTERNATE A: WITH CITY EXTENSION | | |
| 0 | MOBILIZATION | 1,000.00 | 0.00 |
| 0 | MANHOLES A1, A3, A5, A7 | 10,531.99 | 0.00 |
| 0 | Per Ton- 1" clean rock | 24.51 | 0.00 |
| 0 | SDR35 pipe 8" | 11.94 | 0.00 |
| 0 | 8" Pipe Bedding Per Lineal ft | 5.84 | 0.00 |
| 0 | SDR35 Pipe 4" | 3.09 | 0.00 |
| 0 | Pipe Bedding 4" per lineal ft | 6.08 | 0.00 |
| 0 | 8x4 teewye | 79.80 | 0.00 |
| 0 | SDR35 bend 45 4" | 17.22 | 0.00 |
| 0 | Sdr35 cap 4" | 3.63 | 0.00 |
| 0 | Anode | 106.20 | 0.00 |
| 0 | Water Plug | 57.95 | 0.00 |
| 0 | Brush hauloff | 400.00 | 0.00 |
| 0 | Clear brush | 3,500.00 | 0.00 |
| 0 | Mulch Berm | 3.00 | 0.00 |
| 0 | Seed and Mulch per | 1,500.00 | 0.00 |
| 0 | PC138 Komatsu Trackhoe 30,000# With Operator | 210.00 | 0.00 |
| 0 | Laborer | 140.00 | 0.00 |
| 0 | Komatsu CK30 rubber trackloader. With Operator | 185.00 | 0.00 |
| 36.4 | ADDITIONAL TRENCH ROCK EXCAVATION | 300.00 | 10,920.00 |
| | SUBTOTAL | | 10,920.00 |
| | | Total | |

SSCC Inc.

Exhibit E

Invoice

573 489 9631

P.O. Box 507

ASHLAND, MO 65010

| | |
|------------|-----------|
| Date | Invoice # |
| 12/21/2024 | 1318 |

| |
|---|
| Bill To |
| Kay & Jay Wax 1001 John Meyer Lane Columbia, MO 65203 |

| | | |
|----------|--------|---------|
| P.O. No. | Terms | Project |
| | Net 30 | |

| Quantity | Description | Rate | Amount |
|----------|---|--------------|-------------|
| | <p>EXCLUSIONS Compaction Testing, staking, permits, stability at subgrade, landscaping, tree planting, signage, striping, removal of any controlled or regulated substances, long term settling outside of structural areas, moving existing utilities, anything not mentioned in the bid.</p> <p>Additional cost may be unavoidable if unforeseeable conditions are encountered such as unsuitable soil, elevation issues, utility conflicts, ect.</p> | | |
| | | Total | \$10,920.00 |

Recorded in Boone County, Missouri



Recording Date/Time: 11/05/2024 at 08:47:25 AM
Book: 5931 Page: 45

Instr #: 2024017565
Pages: 22
Fee: \$115.00 N



Bob Nolte
Recorder of Deeds

Attachment 1

RECORDER OF DEEDS CERTIFICATE BOONE COUNTY, MISSOURI NON-STANDARD DOCUMENT

This document has been recorded and you have been charged the \$25.00 non-standard fee pursuant to RSMo 59.310.3 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bob Nolte
Recorder of Deeds
801 E. Walnut, Room 132
Columbia, Missouri 65201
573-886-4345

Attachment 1

DEVELOPMENT AGREEMENT

Ord # 025810

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement") by and between **Jack and Kay Wax**, husband and wife (hereinafter "Owners"), owners of two adjoining lots at 709 Russell Blvd., Columbia, Missouri 65203, and 1811 Rollins Road, Columbia, Missouri 65203, and the **City of Columbia, Missouri**, a constitutional charter municipality of the State of Missouri ("City") is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Owners may hereinafter be collectively referred to as the Parties and individually as a Party.

* which is November 5, 2024,

RECITALS

WHEREAS, Owners hold title to two adjacent parcels of land, the first of which is located at or near 709 Russell Blvd., Columbia, Missouri, Parcel #1650800030180001, reflected in **Exhibit A** as the eastern-most un-subdivided lot, and the second of which is located at or near 1811 Rollins Road, Columbia, Missouri, Parcel #1650800030180101, reflected in **Exhibit A** as the western-most un-subdivided lot (together hereinafter the "Subject Properties"). **Exhibit A** is attached hereto and incorporated herein; and

WHEREAS, Owners desire to further develop the Subject Properties by subdividing the current lot into multiple lots for residential construction utilizing the services of A Civil Group, LLC; and

WHEREAS, when fully developed, the Subject Properties are anticipated to consist of seven (7) residential lots, including six (6) lots for potential new residential construction and one (1) lot containing the existing residence (the "Project"); and

WHEREAS, the Parties desire to set forth responsibilities for the development, construction, costs, and dedication of certain public improvements associated with development of the Subject Properties in this Agreement.

NOW, THEREFORE, in view of the foregoing Recitals and in consideration of the mutual promises, declarations, covenants and agreements of City and Owners as hereinafter set forth, the Parties hereby agree as follows:

1. **Contingencies.** This Agreement is contingent upon issuance of building permit(s) to Owners to construct the Project.

2. **Agreement to Run with the Land.** The provisions of this Agreement shall constitute covenants running with the entirety of the Subject Properties and each and every part of the Subject Properties, and shall bind the current Owners and all of such successors and assigns.

3. **Owners' Obligations for Development.**

As part of development of the Subject Properties, Owners shall construct the sanitary sewer and the requested City sanitary sewer extension as reflected in Sanitary Sewer Exhibit Russell Subdivision Phase 7 Alternate A: Sanitary Sewer With Requested City Extension 04/15/24 Revised: 07/30/24, within the first page of **Exhibit B**, and the profile on the third page of **Exhibit B**. The first page of **Exhibit B** includes sanitary sewer within six (6) newly subdivided lots for residential construction and also includes the requested City sanitary sewer extension across newly subdivided lots identified in **Exhibit B** as lots 605, C1, and 606, for future City sanitary sewer connection at or near Russell Boulevard. The second page of **Exhibit B**, Sanitary Sewer Exhibit Russell Subdivision Phase 7 Alternate B: Sanitary Sewer With No City Extension 04/15/24 Revised: 7/30/24, reflects sanitary sewer construction for the six (6) newly subdivided lots, with no City sewer extension. Owners shall bear the costs of development and construction of sanitary sewers set forth in the second page (Alternate B) of **Exhibit B** without reimbursement from City. **Exhibit B** is attached hereto and incorporated herein.

4. **City's Obligations for Development.**

a) City agrees to reimburse Owners for the costs of development and construction of the requested City sanitary sewer extension across newly subdivided lots identified in **Exhibit B** as lots 605, C1, and 606, for future City sanitary sewer connection at or near Russell Boulevard as reflected in the difference between development and construction of sanitary sewers within the first (Alternate A) and second (Alternate B) pages of **Exhibit B**.

b) To the extent Owners are required, pursuant to Sections 290.210 through 290.340, RSMo, as amended, to pay prevailing wages for the development and construction of the Project that Owners would not otherwise have to pay but for this Agreement, City further agrees to reimburse Owners for the difference between costs of paying prevailing wages for the development and construction of the Project and costs that do not include paying prevailing wages on the Project.

- c) Page 3 of **Exhibit B**, with a Revised date of 09/20/24, reflects differences in material quantities between Alternate A and Alternate B, and profiles for Alternate A and Alternate B.
- d) Costs for Alternate A, with City extension, and for Alternate B, without City extension, are set forth A Civil Group Cost Estimate, Revised Date 9/20/24, which is attached hereto and incorporated herein as **Exhibit C**. The total cost estimate for Alternate A, with City extension, is \$105,780.63. The total cost estimate for Alternate B, without City extension, is \$37,218.46. The difference between estimated costs for Alternate A versus Alternate B is \$68,562.17. Accordingly, City agrees to reimburse Owners an amount up to and not to exceed \$68,562.17 for completing Alternate A, with City extension, as set forth in this Agreement. Should actual costs be less than the estimated cost, City will reimburse Owners up to the actual cost.
- e) Cost estimates include projected costs for rock excavation. City reimbursement to Owners for rock excavation will be based on the actual quantity for the City extension measured in the field during construction. Accordingly, should no rock excavation be completed for the City extension, City's reimbursement will include no reimbursement to Owners for rock excavation. If actual rock excavation costs for the City extension are more than zero but less than the estimate in **Exhibit C**, City's reimbursement to Owners shall be the actual cost for such rock excavation. If rock excavation for the City extension exceeds the estimated rock excavation costs reflected in **Exhibit C**, City's will provide reimbursement only for rock excavation up to but not to exceed the amount reflected in **Exhibit C**. The Parties may consider a written amendment to this Agreement regarding any amounts exceeding such not to exceed amount.

5. **Construction and Bonding of Improvements.** Except as otherwise expressly indicated herein, all public improvements required under the regulations of the City or this Agreement must be constructed in accordance with City's Street, Storm Sewer, and Sanitary Sewer Specifications and Standards, as may be amended, or any successor specifications and standards adopted by City together with any final construction plans approved by City prior to construction of such facilities. In connection with construction, Owners shall be required to post bonds or other security as required by City code. Owners are responsible for obtaining all necessary easements to construct improvements related to Owners' development of the Subject Properties.

6. **Recording.** City shall cause this Development Agreement to be recorded with the Recorder of Deeds of Boone County, Missouri, at the cost and expense of Owners.

7. **Amendments.** Any amendment to this Agreement must be in writing and must be executed by City and Owners, and any future owner(s) of any part of the Subject Properties who would otherwise be obligated to perform any of the requirements imposed upon Owners by this Agreement. Oral modifications or

amendments of this Agreement are of no force or effect.

8. **Remedies.** The Parties to this Agreement may, either in law or equity, by suit, action, mandamus or other proceedings in court, seek declaratory relief, enforce and compel specific performance of this Agreement, provided that in no event shall City have any liability in damages, costs (including attorneys' fees) or any other monetary liability to Owners or any affiliate of Owners, any person claiming through Owners, or to their respective successors, assigns, heirs and personal representatives in respect of any suit, claim, or cause of action arising out of this Agreement or any of the actions or transactions contemplated herein.

9. **Third Party Actions.** Owners shall have the right, but not the obligation to assume the costs of defense of any action or proceeding initiated by a third party challenging this Agreement, the subdivision, zoning or rezoning of the Subject Properties, or any other actions or transaction contemplated by this Agreement (including, without limitation, to settle or compromise any claim or action for which Owners have assumed the defense) with counsel of Owners' choosing, and City agrees that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Owners in any such proceeding. In no event shall City have any liability to Owners for damages or otherwise in the event that all or any part of this Agreement, or the ordinances approving any part of the development are challenged or declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, and in the event Owners elects not to assume such defense and costs, City shall have no obligation to defend or to assume the costs of defense of any such action.

10. **Notices.** All notices between the Parties hereto must be in writing and must be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or three (3) business days after deposit in the mail, postage prepaid, or one (1) business day after deposit with an overnight courier, and must be addressed as follows:

If notice to Owners:

Jack and Kay Wax
709 Russell Blvd.
Columbia, MO 65203

If notice to City:

City of Columbia
Attn: Director of Utilities
701 E. Broadway
Columbia, MO 65201

Each Party shall have the right to specify that notice is to be addressed to another address by giving to the other Party ten (10) days written notice thereof.

11. **Hold Harmless.** Owners at their sole cost and expense, hereby agree to

indemnify, protect, release, defend (with counsel acceptable to City) and hold harmless City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Owners, their agents, representatives, employees, contractors, subcontractors or any other person for whose acts Owners may be liable, in the activities performed, or failed to be performed, by Owners under this Agreement or in the development of the Subject Properties, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of expiration or termination of this Agreement.

12. **Insurance.** Owners must provide, at their sole expense, and maintain during all times in which Owners are constructing public improvements pursuant to this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by City, with a rating by Best of not less than "A," that will protect the Owners, City, and City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Owners, their officers, directors, employees and agents, or any subcontractors of Owners. This liability insurance must include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Owners' operations, products, services or use of automobiles, or construction equipment. The amount of insurance required herein must be in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo, for political subdivisions; provided that nothing herein shall be deemed to waive City's sovereign immunity. An endorsement must be provided which states that City is named as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days advance written notice of such event being given to City.

13. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of City's or its officers' or employees' governmental or official immunity from liability or suit pursuant to Section 537.600 RSMo.

14. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

15. **Failure or Delay to Enforce.** No failure to exercise or delay in exercising any right hereunder on the part of any Party to this Agreement shall operate as a waiver thereof, and no single or partial exercise of any right of such Party shall preclude any other or further exercise of such right or the exercise of any other right.

16. **Power of the City.** Notwithstanding anything set forth in this Agreement to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of City to act in its capacity as a public body. All financial obligations of City shall be subject to future appropriation of City in accordance with applicable laws and requirements. Further, nothing herein shall relieve Owners from complying with all applicable laws and requirements.

17. **Authorized Employees.** Owners acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Owners therefore covenant that they are not knowingly in violation of Section 285.530, RSMo, and that they will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on any project which is the subject of this Agreement, and that its employees are lawfully eligible to work in the United States. Owners shall execute a Work Authorization Affidavit in substantially the same form as **Exhibit D**, which is attached hereto in and shall cause any person or entity performing work on any public infrastructure project to confirm compliance with Section 285.530, RSMo, and execute a Work Authorization Affidavit.

18. **Inspection.** Owners shall allow City access to the Subject Properties to observe construction and conduct such periodic inspections of the Project herein, including any applicable phase, as may be generally provided in the applicable law, regulations, or specifications for inspection thereof pursuant to the terms of this Agreement and upon reasonable prior notice from City. Owners shall not deny City and its officers, employees, agents and independent contractors the right to inspect upon reasonable prior written request, all engineering or construction contracts or documents pertaining to the construction of the public infrastructure or any applicable phase thereof.

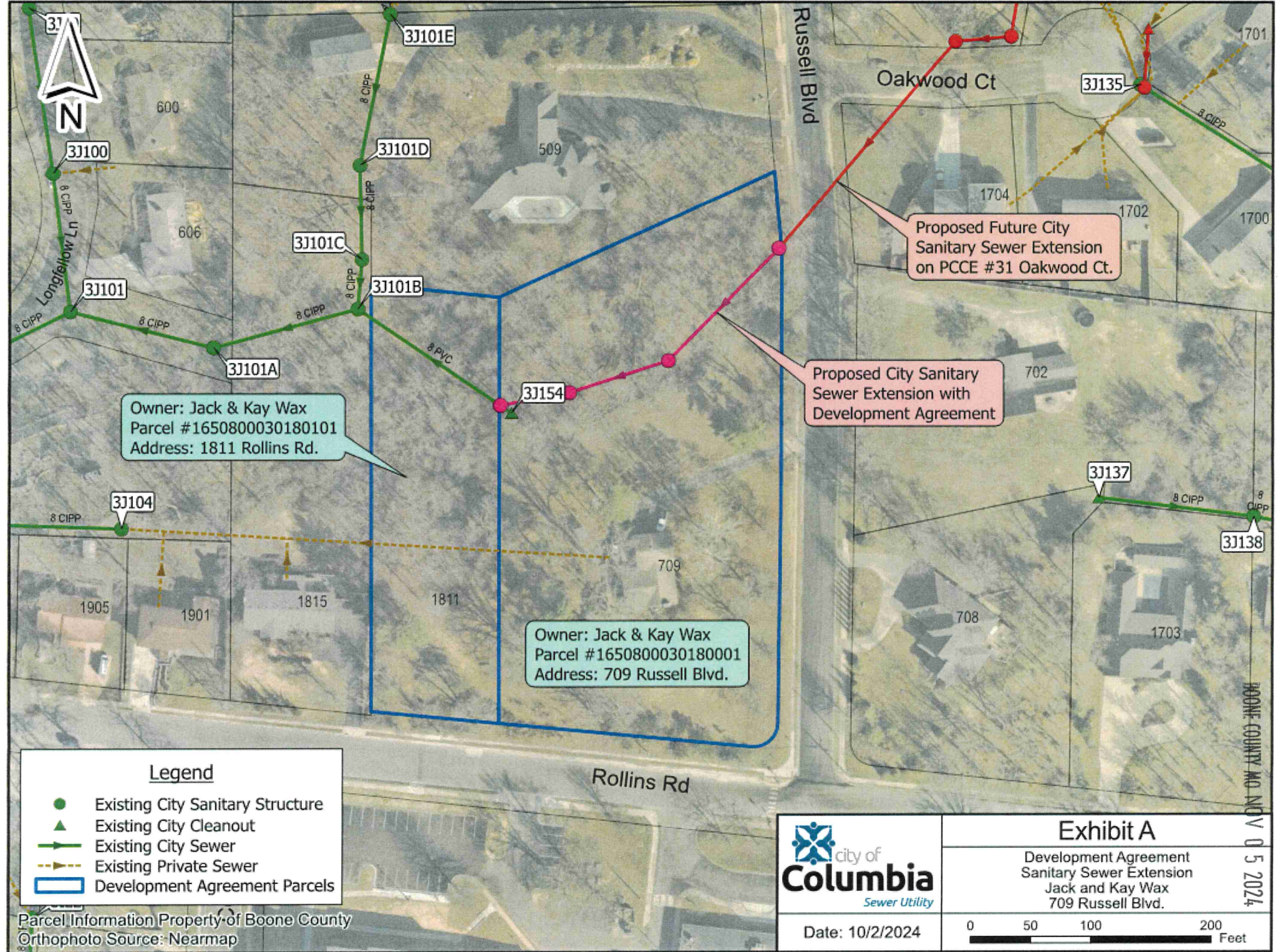
19. **Governing Law.** This Agreement shall be construed according to the laws of the State of Missouri. The Parties shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

20. **Venue.** Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, must be instituted only in the Circuit Court of Boone County, Missouri, or the United States Western

District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

21. **Entire Agreement.** This Agreement contains the entire and complete agreement between City and Owners with respect to the requirements imposed upon Owners for the providing of certain rights-of-way and interests in land, and the construction, installation, and costs of certain improvements, all as hereinabove described in the Recitals for this Agreement and the above numbered paragraphs of this Agreement. Parties agree that this Agreement constitutes a lawful contract between the Parties and Owners hereby acknowledge and agree that this Agreement and provisions of City's Code of Ordinances applicable to this Agreement constitute lawful exercises of City's authority and police power.

[SIGNATURES ON FOLLOWING PAGES]



Owner: Jack & Kay Wax
 Parcel #1650800030180101
 Address: 1811 Rollins Rd.

Owner: Jack & Kay Wax
 Parcel #1650800030180001
 Address: 709 Russell Blvd.

Proposed Future City
 Sanitary Sewer Extension
 on PCCE #31 Oakwood Ct.

Proposed City Sanitary
 Sewer Extension with
 Development Agreement

Legend

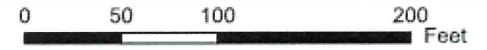
- Existing City Sanitary Structure
- ▲ Existing City Cleanout
- Existing City Sewer
- - - Existing Private Sewer
- ▭ Development Agreement Parcels



Exhibit A

Development Agreement
 Sanitary Sewer Extension
 Jack and Kay Wax
 709 Russell Blvd.

Date: 10/2/2024



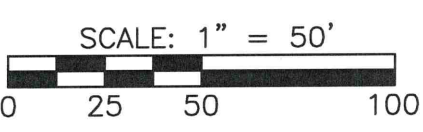
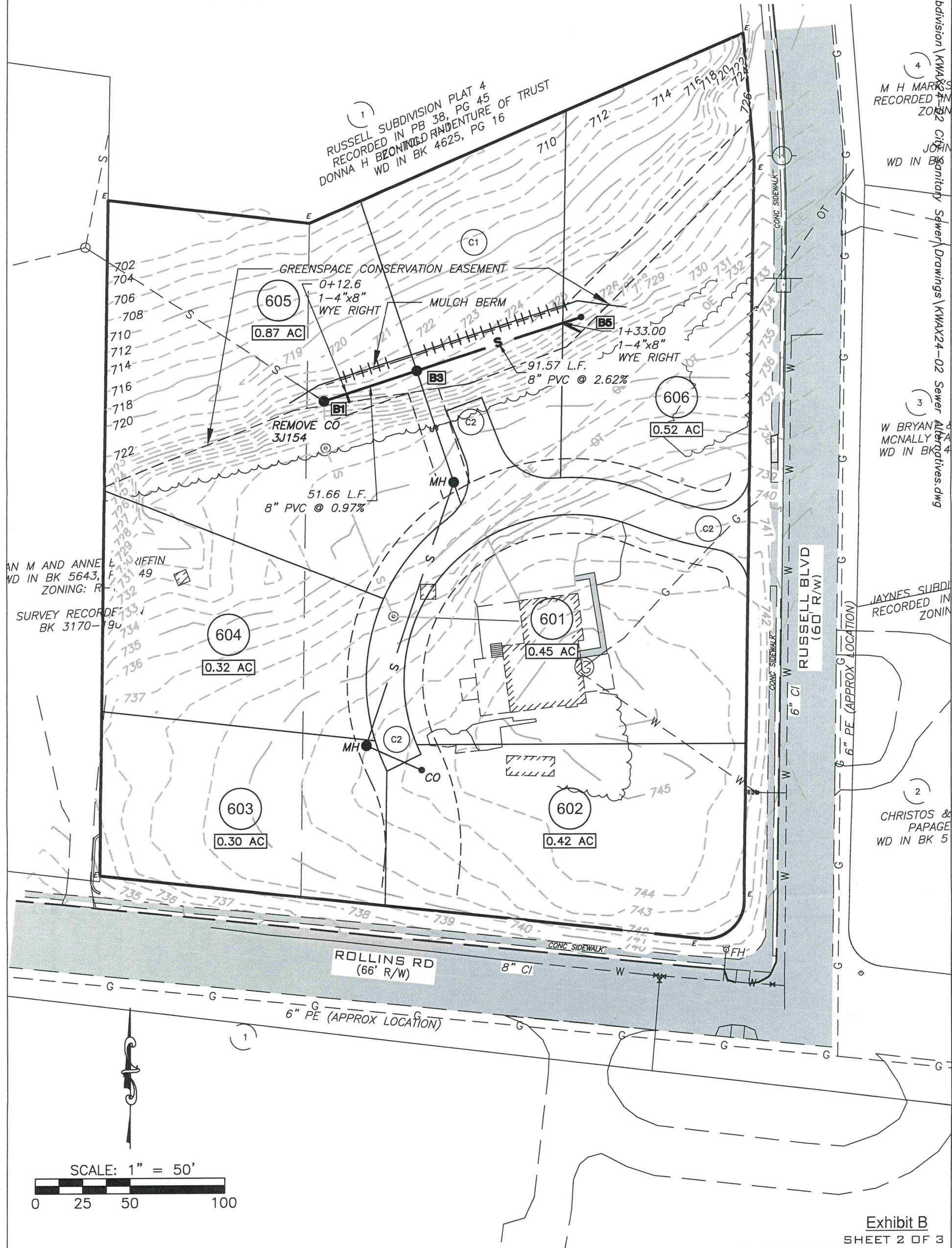


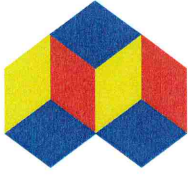
A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING
3401 BROADWAY BUSINESS PARK COURT
SUITE 105
COLUMBIA, MO 65203
PH: (573) 817-5750, FAX: (573) 817-1677
MISSOURI CERTIFICATE OF AUTHORITY: 2001006116
JOB# KWAX24.02
BY: ATC

Exhibit B - SANITARY SEWER EXHIBIT RUSSELL SUBDIVISION PHASE 7 ALTERNATE B: SANITARY SEWER WITH NO CITY EXTENSION 04/15/24 REVISED: 7/30/24

X:\Project\KWAX - Kay Wax\Russell Subdivision\KWAX24-02 Sewer Drawings\KWAX24-02 Sewer Alternatives.dwg





A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING
 3401 BROADWAY BUSINESS PARK COURT
 SUITE 105
 COLUMBIA, MO 65203

PH: (573) 817-5750, FAX: (573) 817-1677
 MISSOURI CERTIFICATE OF AUTHORITY: 2001006116

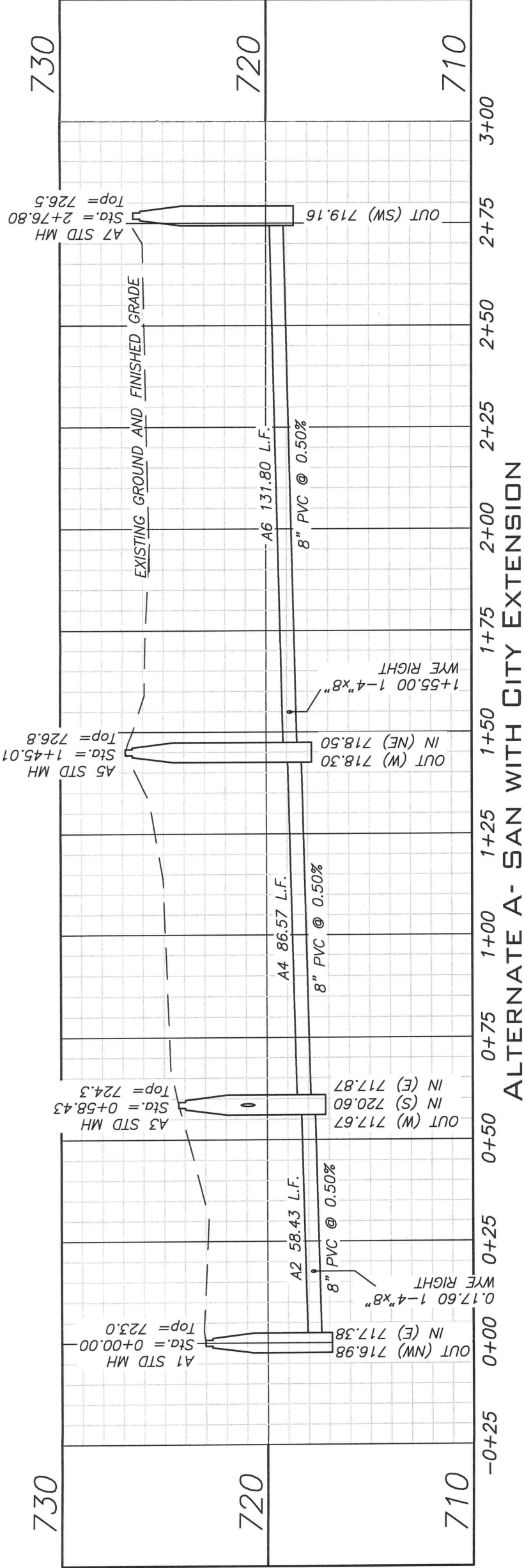
JOB# KWAX24.02
 BY: KBD

Exhibit B - SANITARY SEWER EXHIBIT

**RUSSELL SUBDIVISION PHASE 7
 SEWER ALTERNATIVES**

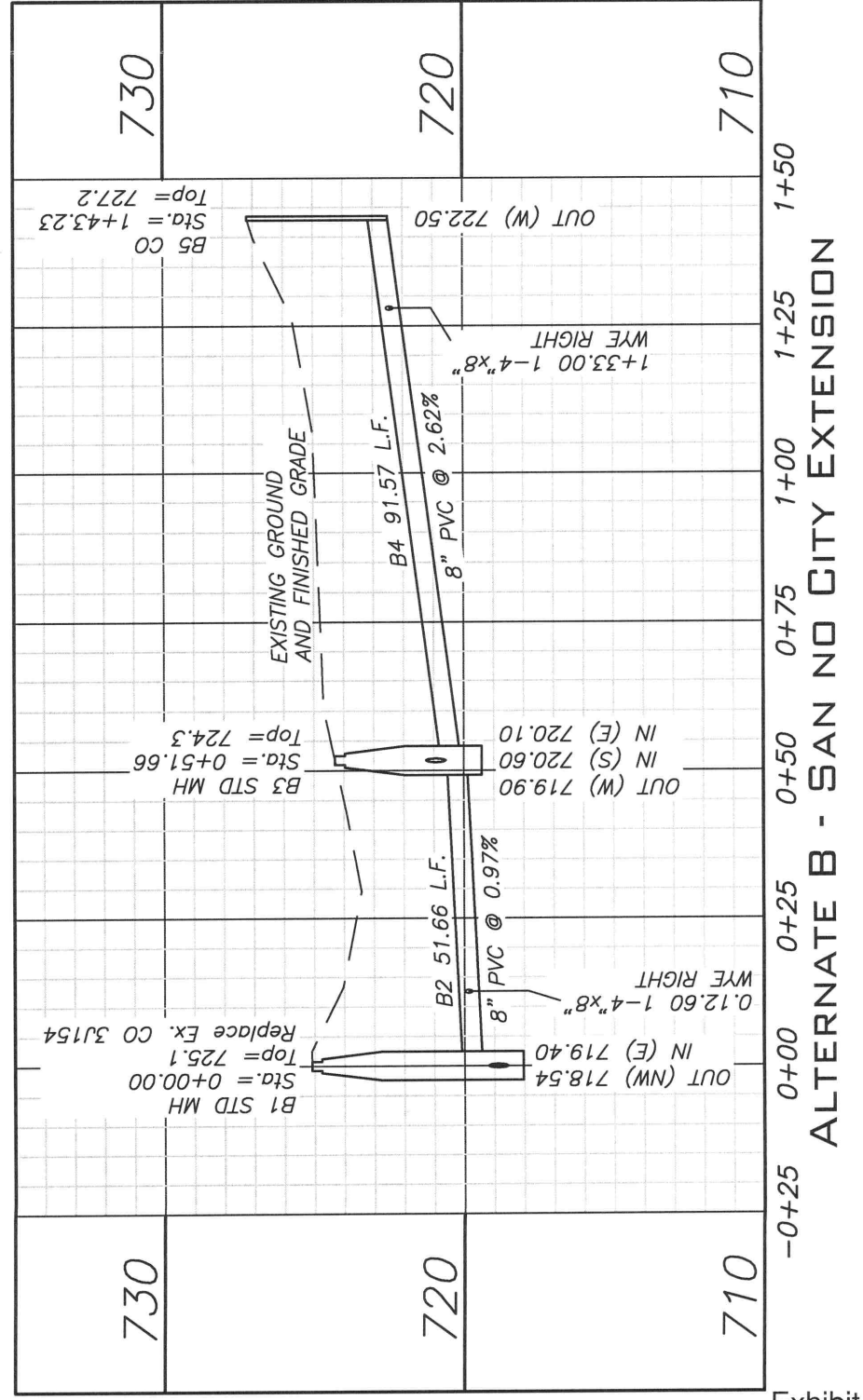
04/15/24

REVISED: 09/20/24



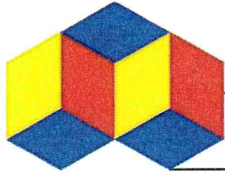
ALTERNATE A - SAN WITH CITY EXTENSION

SCALES:
 1" = 30' HOR
 1" = 6' VER



ALTERNATE B - SAN NO CITY EXTENSION

| ITEM | QUANTITIES FOR EACH ALTERNATIVE | |
|-----------------------|---------------------------------|----------------------|
| | A: WITH CITY EXTENSION | B: NO CITY EXTENSION |
| 8" SDR35 PVC | 276.8 | 143.23 |
| STANDARD MANHOLE | 4 EA | 2 EA |
| EXTRA DEPTH OF STD MH | 1.25 VF | - |
| 8" CLEANOUT | 0 EA | 1 EA |
| REMOVED CLEANOUT | 1 EA | 1 EA |
| CLEARING & GRUBBING | 4580 SF | 2565 SF |
| MULCH BERM | 295 LF | 190 LF |
| SEED & STRAW | 4580 SF | 2565 SF |
| ROCK EXCAVATION | 80 CY | 24 CY |



A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

3401 BROADWAY BUSINESS PARK CT., SUITE 105
COLUMBIA, MO 65203

PHONE: 573-817-5750

EMAIL: OFFICE@ACIVILGROUP.COM

Exhibit C

COST ESTIMATE

Project: Russell Subdivision Phase 7 - Sanitary Sewer Extension

ACG Job #: KWAX24-02

Description: Alternate A and B cost summaries

Date: 8/13/2024

Revised Date: 9/20/24

By: ZT

| Item | Description | Quantity | Unit | Unit Cost | Total Cost |
|-------------|---|----------|------|-------------|-------------|
| 1.00 | ALTERNATE A: WITH CITY EXTENSION | | | | |
| 1.01 | 8/1/24 SSCC Inc. Estimate | 1 | L.S. | \$84,980.63 | \$84,980.63 |
| 1.02 | Engineering design & coord. with City | 1 | L.S. | \$15,000.00 | \$15,000.00 |
| 1.03 | Surveying - Construction Staking | 1 | L.S. | \$1,500.00 | \$1,500.00 |
| 1.04 | Determine vertical difference in TREKK survey | 1 | L.S. | \$800.00 | \$800.00 |
| 1.05 | Sanitary as-builts | 1 | L.S. | \$3,500.00 | \$3,500.00 |

Alternate A Total: \$105,780.63

| | | | | | |
|-------------|--|---|------|-------------|-------------|
| 2.00 | ALTERNATE B: WITHOUT CITY EXTENSION | | | | |
| 2.01 | 8/1/24 SSCC Inc. Estimate | 1 | L.S. | \$30,718.46 | \$30,718.46 |
| 2.02 | Engineering design | 1 | L.S. | \$3,000.00 | \$3,000.00 |
| 2.03 | Surveying - Construction Staking | 1 | L.S. | \$1,000.00 | \$1,000.00 |
| 2.04 | Sanitary as-builts | 1 | L.S. | \$2,500.00 | \$2,500.00 |

Alternate B Total: \$37,218.46

Total Cost to be Reimbursed by the City to Kay Wax (Alt A - Alt B): \$68,562.17



SSCC Inc.

573 489 9631

P.O. Box 507

ASHLAND, MO 65010

Exhibit C

BOONE COUNTY MO NOV 05 2024

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 9/20/2024 | 1738 |

| |
|---|
| Name / Address |
| Kay & Jay Wax 1001 John Meyer Lane Columbia, MO 65203 |

| | | | | Project |
|---|-----|-----------|--------------|-----------|
| Description | Qty | Rate | Unit | Total |
| PROPOSED SANITARY WORK AT RUSSELL SUBDIVISION PHASE 7 | | | | |
| ALTERNATE A: WITH CITY EXTENSION | | | | |
| MOBILIZATION | 1 | 1,000.00 | | 1,000.00 |
| MANHOLES A1, A3, A5, A7 | 1 | 10,531.99 | LUMPSUM | 10,531.99 |
| Per Ton- 1" clean rock | 12 | 24.51 | TONS | 294.12 |
| SDR35 pipe 8" | 277 | 11.94 | LF | 3,307.38 |
| 8" Pipe Bedding Per Lineal ft | 277 | 5.84 | LF | 1,617.68 |
| SDR35 Pipe 4" | 56 | 3.09 | LF | 173.04 |
| Pipe Bedding 4" per lineal ft | 28 | 6.08 | LF | 170.24 |
| 8x4 teewye | 2 | 79.80 | EACH | 159.60 |
| SDR35 bend 45 4" | 6 | 17.22 | EACH | 103.32 |
| Sdr35 cap 4" | 2 | 3.63 | EACH | 7.26 |
| Anode | 2 | 106.20 | EACH | 212.40 |
| Water Plug | 8 | 57.95 | EACH | 463.60 |
| Brush hauloff | 4 | 400.00 | LOAD | 1,600.00 |
| Clear brush | 1 | 3,500.00 | LUMPSUM | 3,500.00 |
| Mulch Berm | 295 | 3.00 | LF | 885.00 |
| Seed and Mulch per | 1 | 1,500.00 | LUMPSUM | 1,500.00 |
| PC138 Komatsu Trackhoe 30,000# With Operator | 46 | 210.00 | HOUR | 9,660.00 |
| Laborer | 138 | 140.00 | HOUR | 19,320.00 |
| Komatsu CK30 rubber trackloader. With Operator | 35 | 185.00 | HOUR | 6,475.00 |
| TRENCH ROCK | 80 | 300.00 | CUBIC YARD | 24,000.00 |
| SUBTOTAL | | | | 84,980.63 |
| | | | Total | |



SSCC Inc.

573 489 9631

P.O. Box 507

ASHLAND, MO 65010

Exhibit C

BOONE COUNTY MO NOV 05 2024

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 9/20/2024 | 1738 |

| |
|---|
| Name / Address |
| Kay & Jay Wax 1001 John Meyer Lane Columbia, MO 65203 |

| |
|---------|
| Project |
| |

| Description | Qty | Rate | Unit | Total |
|---|-----|------|--------------|-------------|
| <p>EXCLUSIONS Compaction Testing, staking, permits, stability at subgrade, landscaping, tree planting, signage, striping, removal of any controlled or regulated substances, long term settling outside of structural areas, moving existing utilities, anything not mentioned in the bid.</p> <p>Additional cost may be unavoidable if unforeseeable conditions are encountered such as unsuitable soil, elevation issues, utility conflicts, ect.</p> | | | | |
| | | | Total | \$84,980.63 |



SSCC Inc.
 573 489 9631
 P.O. Box 507
 ASHLAND, MO 65010

Exhibit C

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 9/20/2024 | 1737 |

| |
|---|
| Name / Address |
| Kay & Jay Wax 1001 John Meyer Lane Columbia, MO 65203 |

| |
|---------|
| Project |
| |

| Description | Qty | Rate | Unit | Total |
|---|-----|----------|--------------|-----------|
| PROPOSED SANITARY WORK AT RUSSELL SUBDIVISION PHASE 7 | | | | |
| ALTERNATE B: WITHOUT CITY EXTENSION | | | | |
| MOBILIZATION | 1 | 1,000.00 | | 1,000.00 |
| MANHOLES B1 and B3 | 1 | 4,582.16 | LUMPSUM | 4,582.16 |
| Per Ton- 1" clean rock | 6 | 24.51 | TONS | 147.06 |
| SDR35 pipe 8" | 144 | 11.94 | LF | 1,719.36 |
| 8" Pipe Bedding Per Lineal ft | 144 | 5.84 | LF | 840.96 |
| 8x4 teewye | 2 | 79.80 | EACH | 159.60 |
| SDR35 Pipe 4" | 56 | 3.09 | LF | 173.04 |
| Pipe Bedding 4" per lineal ft | 28 | 6.08 | LF | 170.24 |
| SDR35 bend 45 4" | 6 | 17.22 | EACH | 103.32 |
| Sdr35 cap 4" | 2 | 3.63 | EACH | 7.26 |
| SDR35 Bend 45 8" | 2 | 241.90 | EACH | 483.80 |
| Cast iron clean out top | 1 | 67.46 | EACH | 67.46 |
| Per Cuyd- 5 bag concrete delivered | 1 | 145.00 | LUMPSUM | 145.00 |
| Anode | 2 | 106.20 | EACH | 212.40 |
| Water Plug | 4 | 57.95 | EACH | 231.80 |
| Brush hauloff | 2 | 400.00 | LOAD | 800.00 |
| Clear brush | 1 | 2,250.00 | LUMPSUM | 2,250.00 |
| Mulch Berm | 190 | 3.00 | LF | 570.00 |
| Seed and Mulch per | 0.6 | 1,500.00 | LUMPSUM | 900.00 |
| PC138 Komatsu Trackhoe 30,000# With Operator | 20 | 140.00 | HOUR | 2,800.00 |
| Laborer | 60 | 70.00 | HOUR | 4,200.00 |
| Komatsu CK30 rubber trackloader. With Operator | 17 | 115.00 | HOUR | 1,955.00 |
| TRENCH ROCK | 24 | 300.00 | CUBIC YARD | 7,200.00 |
| SUBTOTAL | | | | 30,718.46 |
| | | | Total | |



SSCC Inc.

573 489 9631

P.O. Box 507

ASHLAND, MO 65010

Exhibit C

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 9/20/2024 | 1737 |

| |
|---|
| Name / Address |
| Kay & Jay Wax 1001 John Meyer Lane Columbia, MO 65203 |

| |
|---------|
| Project |
| |

| Description | Qty | Rate | Unit | Total |
|---|-----|------|--------------|-------------|
| <p>EXCLUSIONS Compaction Testing, staking, permits, stability at subgrade, landscaping, tree planting, signage, striping, removal of any controlled or regulated substances, long term settling outside of structural areas, moving existing utilities, anything not mentioned in the bid.</p> <p>Additional cost may be unavoidable if unforeseeable conditions are encountered such as unsuitable soil, elevation issues, utility conflicts, ect.</p> | | | | |
| | | | Total | \$30,718.46 |

BOONE COUNTY MO NOV 0 5 2024

CITY OF COLUMBIA

Development Agreement

Jack & Kay Wax, Russell Subdivision Phase 7,

And City of Columbia PCCE #31 Oakwood Court Project

Public Sanitary Sewer Improvements and Sewer Extension

EXHIBIT D

E-VERIFY AND WORK AUTHORIZATION

NOTICE TO OFFERORS**Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at: <http://www.dhs.gov/e-verify>

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL SERVICES IN EXCESS OF \$5,000.00)

County of Boone)
State of Missouri)SS.

My name is Shelby Sapp. I am an authorized agent of SSCC Inc (Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

[Signature]
Affiant

Shelby Sapp
Printed Name

Personally appeared before me, a Notary Public, within and for the County of Boone, State of MO, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 10th day of October, 2024.
My Commission expires 5/3/25, 20 .

[Signature]
(Notary Public)

