

## **DEVELOPMENT AGREEMENT**

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.

### **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]





CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account number 5551 6388 604990 SW531, and that there is an unencumbered balance to the credit of such account sufficient to pay therefor.

\_\_\_\_\_  
Matthew Lue, Director of Finance

**OWNERS**  
JACK AND KAY WAX

*Jack Wax*  
Jack Wax

*Kay Wax*  
Kay Wax

Dated: 10-10-2024

STATE OF MISSOURI                    )  
  ) ss  
COUNTY OF Boone                    )

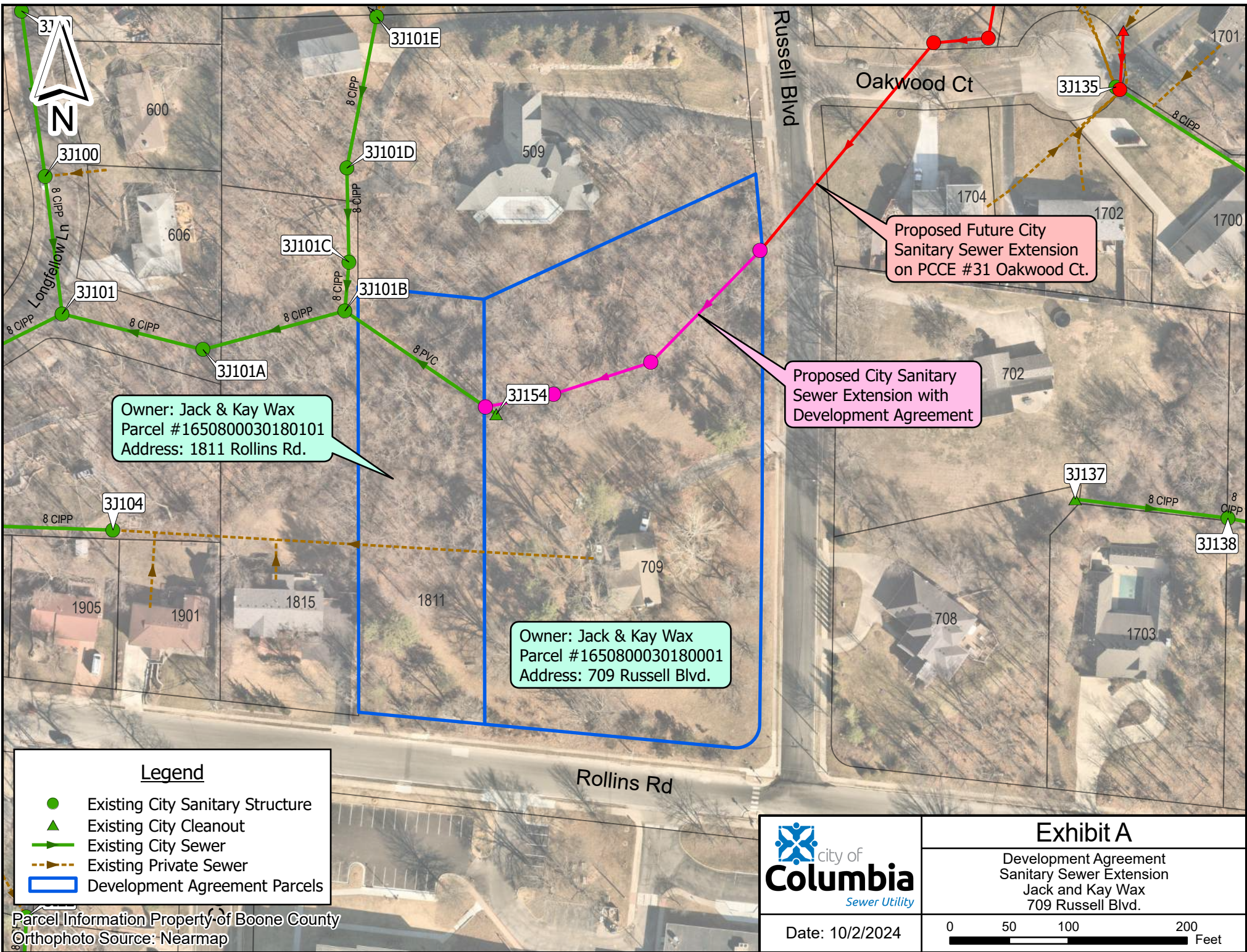
On this 8<sup>th</sup> day of October, 2024 before me, a notary public of the State of Missouri appeared Jack Wax and Kay Wax, husband and wife, Owners of Subject Properties, and known to be to be the persons who executed the within agreement on their behalf and acknowledged to me that they executed the same for the purposes therein stated.

*Kristine N. Holst*  
Notary Public Kristine N. Holst

My commission expires: 12-21-2025







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

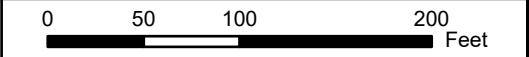
**Legend**

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

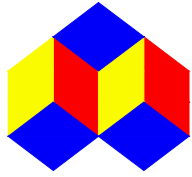


**Exhibit A**  
 Development Agreement  
 Sanitary Sewer Extension  
 Jack and Kay Wax  
 709 Russell Blvd.

Date: 10/2/2024





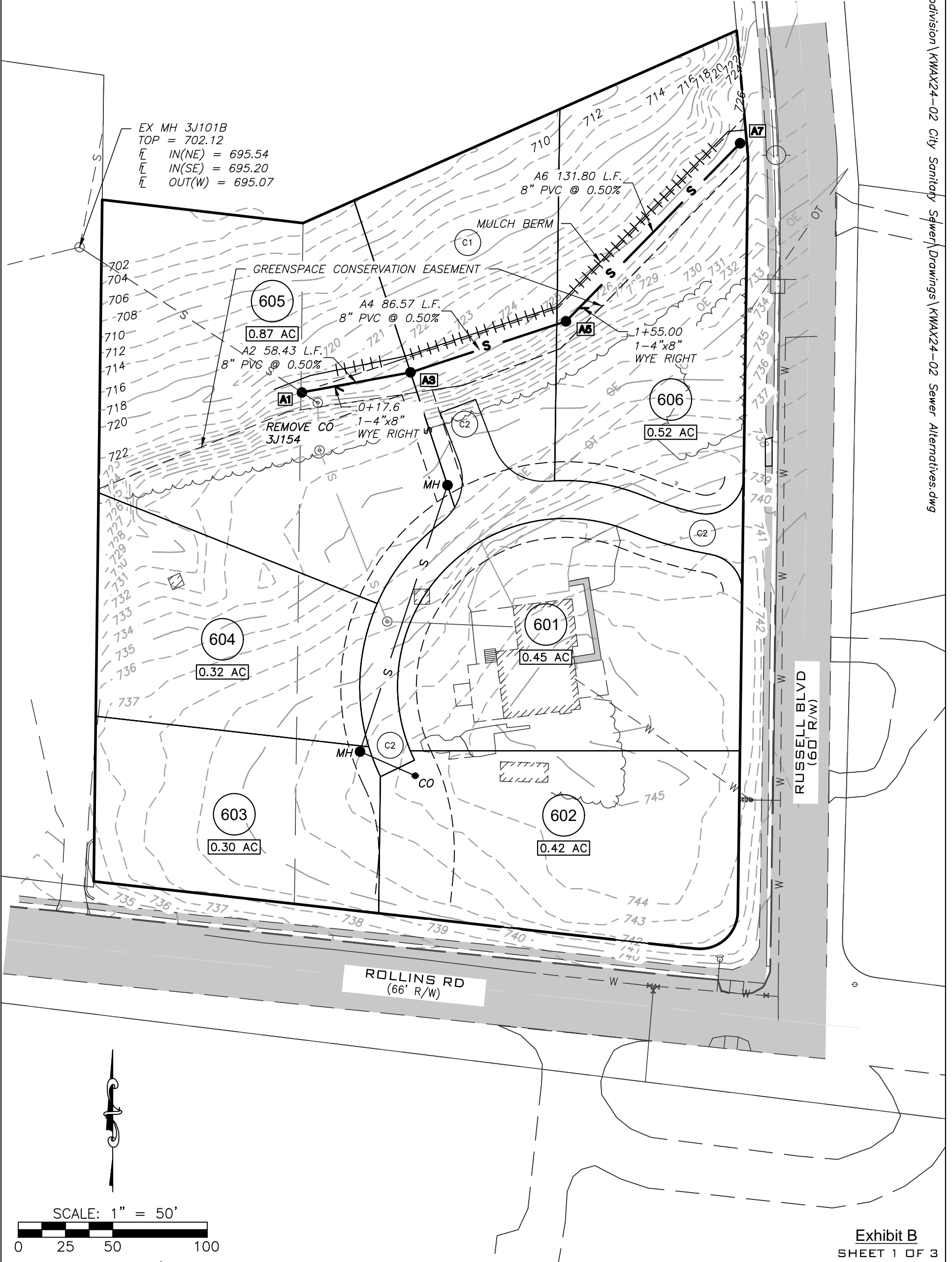


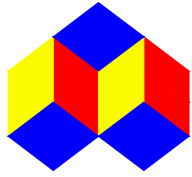
# A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING  
 3401 BROADWAY BUSINESS PARK COURT  
 SUITE 105  
 COLUMBIA, MD 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 ALTERNATE A: SANITARY SEWER WITH REQUESTED CITY EXTENSION 04/15/24 REVISED: 07/30/24

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





# A CIVIL GROUP

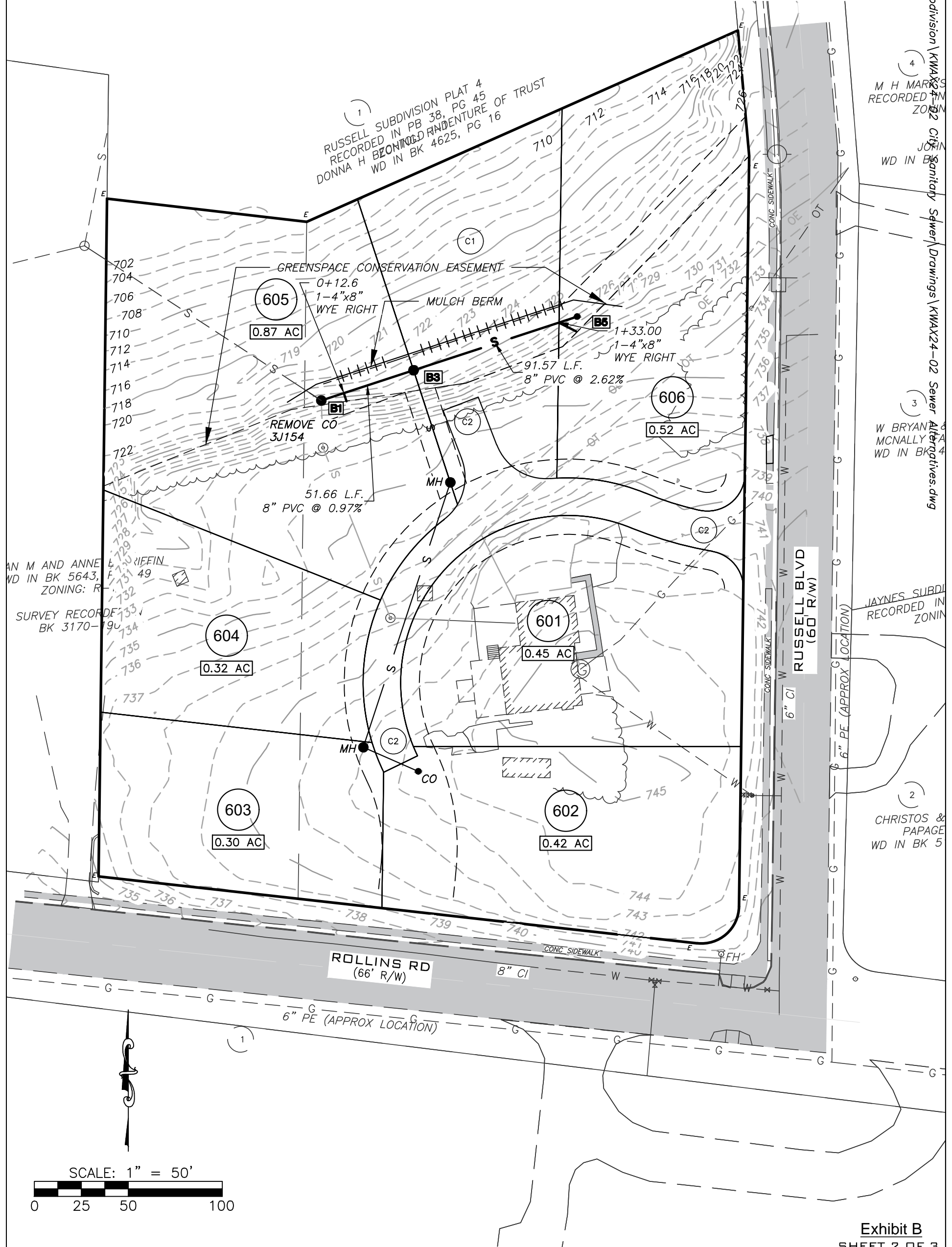
CIVIL ENGINEERING - PLANNING - SURVEYING  
 3401 BROADWAY BUSINESS PARK COURT  
 SUITE 105  
 COLUMBIA, MO 65203  
 PH: (573) 817-5750, FAX: (573) 817-1677  
 MISSOURI CERTIFICATE OF AUTHORITY: 2001006116  
 JOB# KWAX24.02  
 BY: ATC

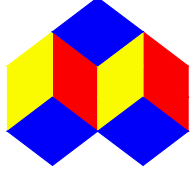
## Exhibit B - SANITARY SEWER EXHIBIT

### RUSSELL SUBDIVISION PHASE 7 ALTERNATE B: SANITARY SEWER WITH NO CITY EXTENSION

04/15/24  
 REVISED: 7/30/24

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 City Sanitary Sewer Drawings\KWAX24-02 Sewer Alternatives.dwg



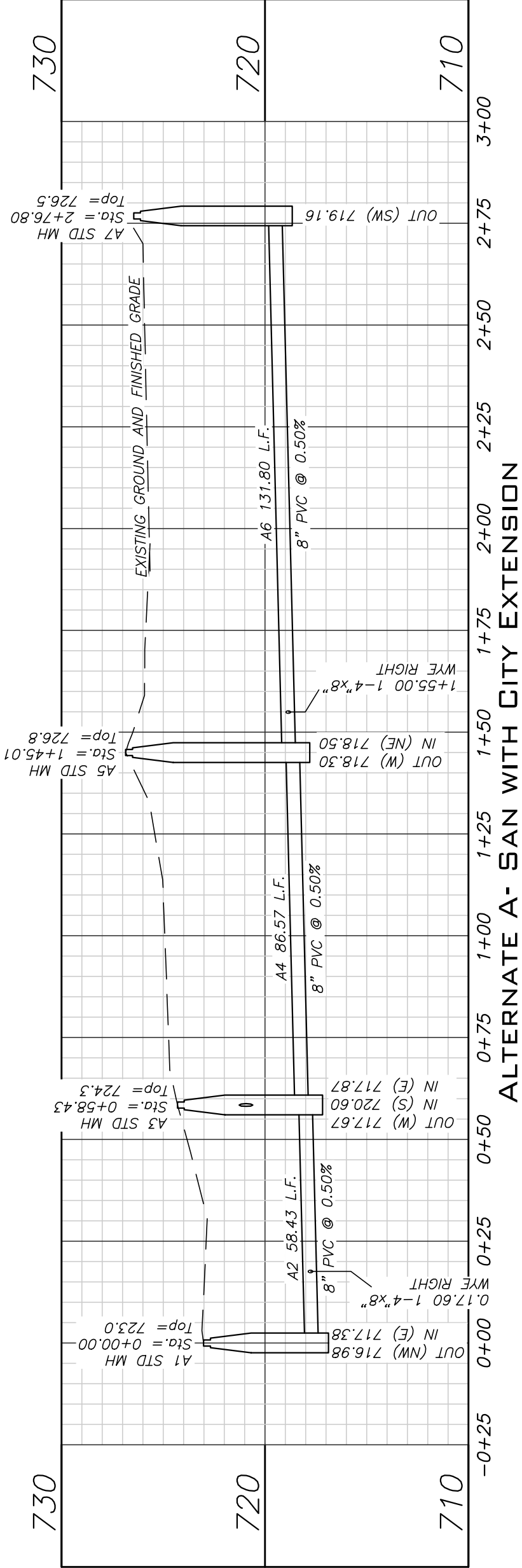


**A CIVIL GROUP**

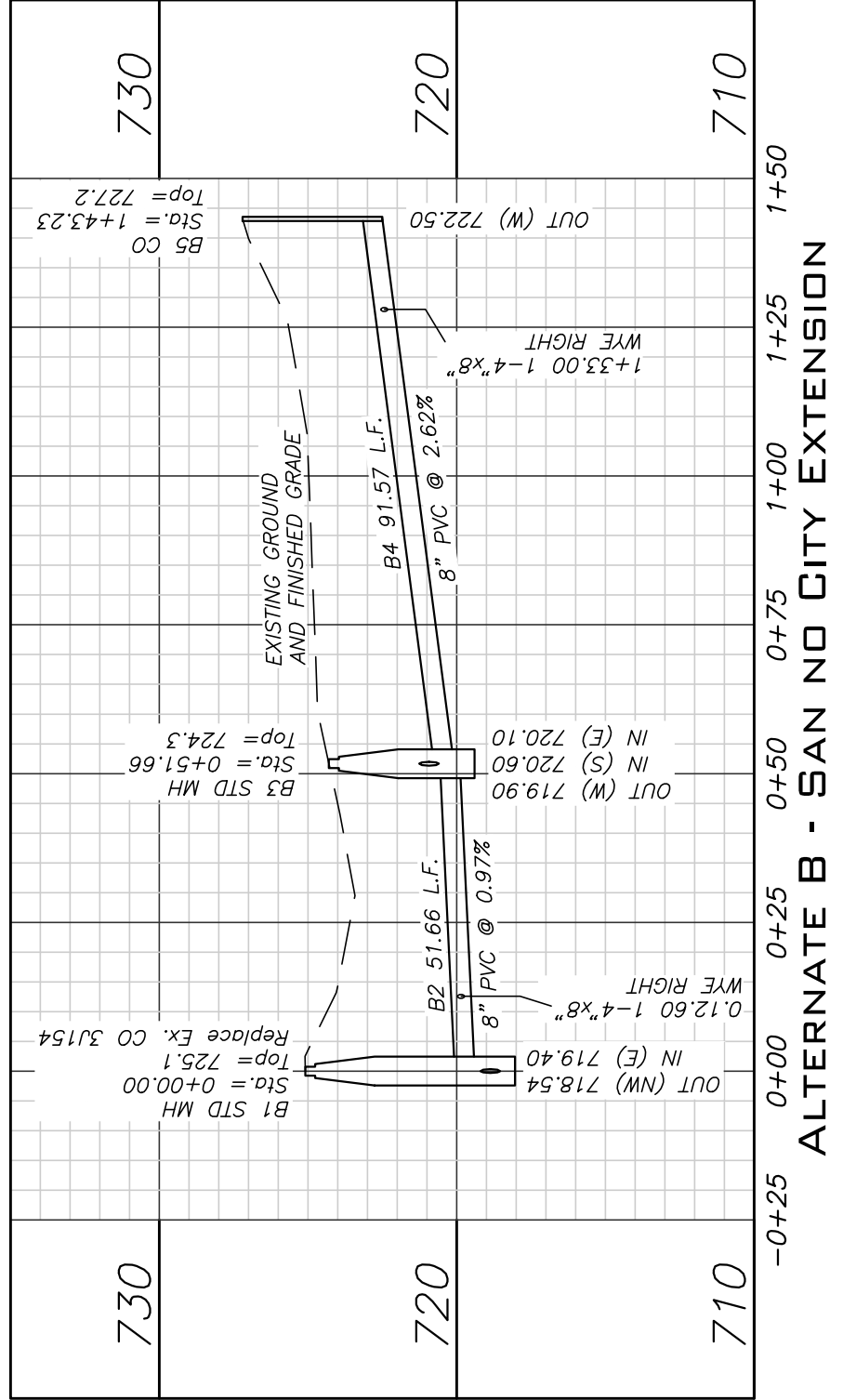
CIVIL ENGINEERING - PLANNING - SURVEYING  
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 SUITE 105  
 COLUMBIA, MD 65203  
 PH: (573) 817-5750, FAX: (573) 817-1677  
 MISSOURI CERTIFICATE OF AUTHORITY: 2001006116  
 JOB# KWAX24.02  
 BY: KBD

**Exhibit B - SANITARY SEWER EXHIBIT**

**RUSSELL SUBDIVISION PHASE 7  
 SEWER ALTERNATIVES  
 04/15/24  
 REVISED: 09/20/24**



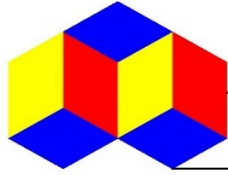
**ALTERNATE A - SAN WITH CITY EXTENSION**



**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

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



# A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

3401 BROADWAY BUSINESS PARK CT., SUITE 105  
COLUMBIA, MD 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
<b>1.00</b>	<b>ALTERNATE A: WITH CITY EXTENSION</b>				
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**

<b>2.00</b>	<b>ALTERNATE B: WITHOUT CITY EXTENSION</b>				
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

# 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
<b>PROPOSED SANITARY WORK AT RUSSELL SUBDIVISION PHASE 7</b>				
<b>ALTERNATE A: WITH CITY EXTENSION</b>				
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
<b>SUBTOTAL</b>				<b>84,980.63</b>
			<b>Total</b>	



SSCC Inc.

573 489 9631

P.O. Box 507

ASHLAND, MO 65010

# Exhibit C

# 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><b>EXCLUSIONS</b>            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>				
			<b>Total</b>	\$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
			<b>Total</b>	



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><b>EXCLUSIONS</b> 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>				
			<b>Total</b>	\$30,718.46

# **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)}

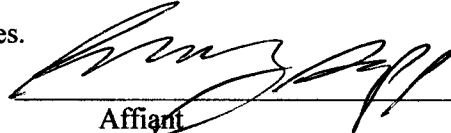
For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>

**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.

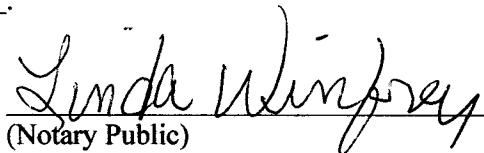
My name is Shelby Sapp. I am an authorized agent of SSCC Inc (Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person who is an unauthorized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

  
\_\_\_\_\_  
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 10<sup>th</sup> day of October, 2024.  
My Commission expires 5/3/25, 20  .

  
\_\_\_\_\_  
(Notary Public)

LINDA WINFREY  
Notary Public, Notary Seal  
State of Missouri  
Boone County  
Commission # 21383851  
My Commission Expires 05-03-2025