

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 2007

County of Boone

In the County Commission of said county, on the

1st

day of

March

20 07

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

Now on this day the Boone County Commission of the County of Boone does hereby approve the proposal for consultant services with Malicoat-Winslow Engineers, P.C. for the Boone County Jail HVAC Improvements fee proposal. It is further ordered the Presiding Commissioner is authorized to sign said contract.


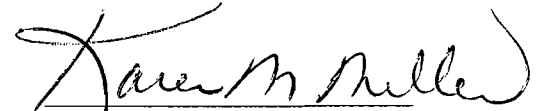
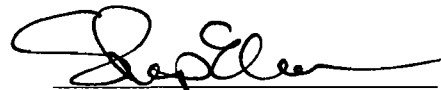
Done this 1st day of March, 2007.

ATTEST:



Wendy S. Noren

Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 1 day of March 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Malicoat-Winslow Engineers, P.C.

Project/Work Description: Boone County Jail HVAC Improvements – Fee Proposal

Proposal Description: See attached Request for Proposal dated February 14, 2007, issued by David Mink and Scope of Work and Fee Schedule issued by Malicoat-Winslow Engineers, P.C.

Modifications to Proposal: Fees and expenses shall not exceed \$8,500.00 without prior written approval of Owner.

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

MALICOAT-WINSLOW ENGINEERS, P.C.

BOONE COUNTY, MISSOURI

By Fred Malicoat
Title V.P.

By [Signature]
Presiding Commissioner

Dated: 3-5-07

Dated: 3/05/07

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

Wendy S. Noveck
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

Jane E. Pichford 2/27/07
Auditor by [Signature] Date 6200-71101

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Request for Proposal – Engineering Services February 14, 2007

Project Name: Boone County Sheriff's Administration Air Conditioner

The Facility Maintenance Division of the Boone County Public Works Department invites Malicoat-Winslow Engineers, PC to submit a proposal to provide design services for the installation of new HVAC equipment and related work in accordance with the recommendations in the Malicoat-Winslow preliminary analysis report dated February 14, 2007. It is desired to have the proposal no later than March 2, 2007.

A concept meeting for this project was held on January 18 at the Sheriff's Administrative Building. The meeting was attended by Fred Malicoat, Roger Linneman, both with Malicoat-Winslow, Don Vandenberg with J. Lois Crum, and from the County, Presiding Commissioner Ken Pearson, Sheriff Dwayne Carey, Warren Brewer, Bob Davidson, Bob Schwartz, and David Mink. The design process shall comply with American Correctional Association design standards. Final design shall address all aspects of the project including but not limited to air flow, outside air requirements, electrical power supply, connection to generator, controls, plumbing, and duct work. The County desires final plans by May 15 and intends to bid the construction work shortly thereafter. The construction timeline shall require the contractor to order the chiller and could allow some work with scheduled short downtime such as replacing the chilled water balance valves but any work requiring long downtime should not occur until after October 1.

Construction Plans – Scope of Work

The consultant shall provide the necessary services, including but not limited to:

1. Meet with FM Manager and Sheriff Representative at design development stage and at 95% complete plans. Comments discussed at the 95% meeting shall be incorporated into the final plan set.
2. Provide final construction plans and technical specifications necessary to bid and construct the project as recommended in the Preliminary Analysis Report dated February 14, 2007. Itemize the base bid for each recommended action to accommodate a phased construction timeline except that the energy recovery replacement for buildings B&C should be itemized as an add-alternate.
3. Provide an opinion of probable costs and a construction phasing plan with final plans.
4. Attend pre-bid meeting and respond to questions. Prepare addendum if needed.
5. Assist with evaluation of bids.
6. Attend pre-construction meeting and respond to questions.
7. Include two site visits during construction – review contractor requests for payment.
8. Conduct "punch list" tour at substantial completion and confirm proper corrective action.

MALICOAT-WINSLOW ENGINEERS, P.C.
5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E.
573-875-1300 EXT 22

MECHANICAL AND ELECTRICAL ENGINEERS
email: info@mwengrs.com
Fax 573-875-1305

CARROLL E. WINSLOW, P.E.
573-875-1300 EXT 23

2/19/07

FEB 22 2007

Mr. David Mink, P.E.
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201-9711

Re: Boone County Jail HVAC Improvements – Fee Proposal

Dear David:

Our office has prepared the following fee for professional services for this project.

Our fee is based upon the scope of work outlined in your Request for Proposal dated February 14, 2007. Our construction documents will itemize the work identified in our report to allow the contractor to bid and perform each item independently as weather conditions and facility scheduling permits. An Add Alternate will be included to change out the existing plate style heat exchangers with enthalpy energy recovery wheels in Buildings B & C. A date for replacing the actual chiller equipment will be identified in the construction documents with provisions for changing this date based upon weather conditions at that point in time.

We propose to perform these services for the sum of Eight Thousand Five Hundred Dollars, and no cents. (\$8,500.00)

David, if you have any questions, or concerns regarding our fee proposal, please do not hesitate to contact our office.

Sincerely,



Roger Linneman, P.E.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned


Term. 20⁰⁷

In the County Commission of said county, on the 1st day of March 20 07


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

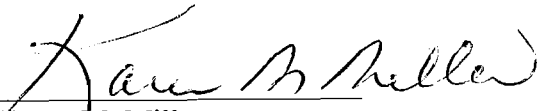
Now on this day the Boone County Commission of the County of Boone does hereby approve a new vendor contract for homemaker, personal care and respite care services with Integrity Home Care – A Division of Integra Healthcare, Inc. It is further ordered the Presiding Commissioner is authorized to sign said contract.

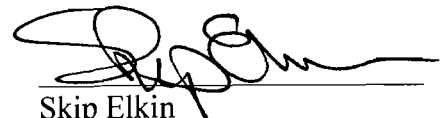
Done this 1st day of March, 2007.


Kenneth M Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

AGREEMENT FOR PURCHASE OF HOMEMAKER/PERSONAL CARE
AND RESPITE CARE SERVICES

THIS AGREEMENT, dated the 1 day of March, 2007, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and Integrity Home Care, A Division of Integra Healthcare, Inc., hereinafter referred to as the "Provider".

WHEREAS, the County is desirous of providing homemaker/personal care and respite care services as stated in the application received by the Office of Community Services which is hereby incorporated by reference as fully as if herein set forth.

NOW THEREFORE, the County and Provider agree:

1. Provider shall provide homemaker/personal care and respite care services in accordance with the application of Provider that is on file in the Office of Community Services. Services purchased under this Agreement shall be provided to Boone County residents residing outside the City of Columbia and be provided to persons who meet the eligibility requirements established by the County.
2. Services specified in this Agreement shall be purchased from the contracting home health agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to applicable State Licensing Rules for Home Health agencies and/or Missouri Department of Health and Senior Services Standards for Homemaker/Personal Care and Respite Care Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by County personnel and other personnel duly authorized by the County, subject to prior authorization by the patient.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against County, or its officers or employees, based upon the Provider's performance under this agreement, or the County's selection of Provider as a contracting agency, or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made

against the Provider based upon the County's performance under this agreement, County will defend the Provider against said suit or claim and pay whatever damages may be assessed against the Provider. County is entitled to use whatever defenses it has in law or fact against such claimants and Provide agrees to assist in the factual defenses raised by the County.

10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Columbia/Boone County Health Department and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served.
12. The rate of reimbursement for the period January 1, 2007 through December 31, 2007 is \$3.90 per unit of service for homemaker/personal care services and \$3.44 per unit of service for respite care services. A unit of service is one-quarter hour. Reimbursement rates may be increased at the sole discretion of the County so as to ensure that reimbursement rates correspond with current state rates for these services.
13. The County shall pay the provider on the basis of monthly invoices, which shall be submitted to the Office of Community Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen day time period will be held over until the next month's billing cycle.
14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall begin January 1, 2007 or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on December 31, 2007.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for two consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination. In all circumstances, County's obligation to make payments hereunder are subject to annual appropriations made available by County to fund its obligations to Provider.

AGREEMENT FOR PURCHASE OF HOMEMAKER/PERSONAL CARE
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9. Provider agrees that if a suit or claim is filed or made against County, or its officers or employees, based upon the Provider's performance under this agreement, or the County's selection of Provider as a contracting agency, or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made

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IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER:

BY:

Grant L. Beebe

TITLE:

*Executive Director
of Business
& Development*

DATE:

3/15/07

BOONE COUNTY, MISSOURI:

BY:

[Signature]
Presiding Commissioner

ATTEST:

BY:

Wendy S. Nore
County Clerk

APPROVED AS TO FORM:

BY:

[Signature]
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 is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Term & Supply - No Encumbrance Required *KJ* *2/16/07*
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 1st day of March 20 07

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

Now on this day the Boone County Commission of the County of Boone does hereby approve a new vendor contract for homemaker, personal care and respite care services with the Curators of the University of Missouri on behalf of MU Adult Day Connection. It is further ordered the Presiding Commissioner is authorized to sign said contract.

Done this 1st day of March, 2007.

ATTEST:

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

Kenneth M. Pearson
 Kenneth M Pearson
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

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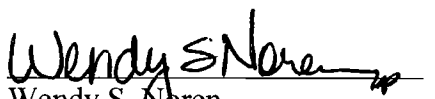
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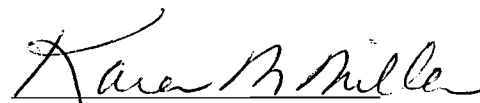
Now on this day the Boone County Commission of the County of Boone does hereby re-appoint Edward Robinson to the Judicial & Law Enforcement Task Force with a term expiring on 2/21/10

Done this 1st day of March, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

83-2007

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



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

Boone County Commission

Reappoint - Term expires 2/21/2010

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Judicial & Law Enforcement Task Force Term: 2/3/2007

Current Township: Columbia Today's Date: 2/3/2007

Name: Edward Robinson

Home Address: 801 Somerset Dr. Zip Code: 65203

Business Address: Central Region Investigations (MODOC) 1512 Heriford Dr. Suite A Zip Code: 65201

Home Phone: 573-446-4895 Work Phone: 573-882-9170
Fax: _____ E-mail: erobi27112@aol.com

Qualifications: I have been a member of the Taskforce for the last 4 years, and feel our job is not complete. I have been in the Law Enforcement field for the last 22yrs. Retired Columbia Police Officer, at the present time I manage a criminal investigation unit that consist of 10 investigators and 5 clerical support, for the Central Region of the Missouri Department of Corrections. Several issues the taskforce deals with I have experienced with the MDOC, and feel my input is important. Also I was a police officer for several years, and combined with the four years as a member of this taskforce, I still believe I can continue to be a productive member.

Past Community Service: Two previous terms with the Task Force, Appointed to the COMAP ADHOC Task Force on total compensation by the late Governor Gamahan, Spoke to church groups on drug and gang issues, Chairman of the MODOC Investigation Task Force, provided experience, guidance and knowledge that addressed consistency in operations.

References: Lloyd Henry 442-2800.
Moon McCrary -445-3446

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

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March Session of the January Adjourned

Term. 2007

County of Boone

In the County Commission of said county, on the

1st

day of

March

20 07

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

Now on this day the Boone County Commission does hereby authorize a closed meeting on Thursday March 8, 2007 at 3:00 p.m. The meeting will be held in room 243 of the Roger B Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (9) RSMo. Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups

Done this 1st day of March, 2007.

ATTEST:

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

Kenneth M Pearson
Kenneth M Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

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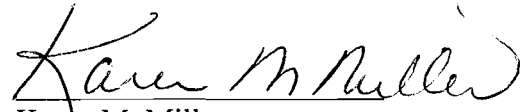
Now on this day the Boone County Commission does hereby authorize a closed meeting on Monday March 12, 2007 at 11:00 a.m. The meeting will be held in room 243 of the Roger B Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 1st day of March, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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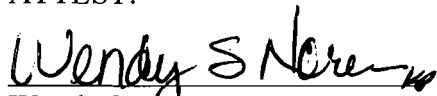
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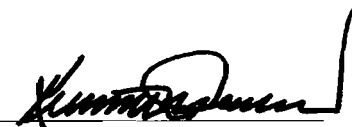
Now on this day the Boone County Commission of the County of Boone does hereby approve the following budget amendment for Public Works to purchase a new Motorgrader.

Department Name and Account Number	Amount of Increase
2040-92300 – Replacement Equip	\$ 44,250.00
2040-91300 – Machinery & Equip	\$170,000.00
2040-92300 – Replacement Equip	\$ 8,000.00

Done this 1st day of March, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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


Now on this day the Boone County Commission of the County of Boone does hereby approve the following budget amendment for Public Works to purchase a new desktop scanner.

Department Name and Account Number	Amount of Increase
2045-91301 – Computer Hardware	\$ 7492.00

Done this 1st day of March, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


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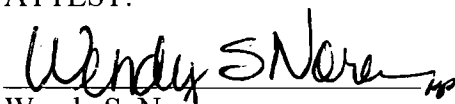
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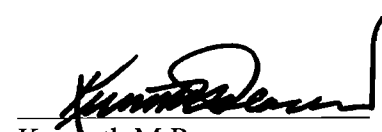
Now on this day the Boone County Commission of the County of Boone does hereby approve the following budget amendment to establish budget for contract MU security pool for the Sheriff's department.

Department Name and Account Number	Amount of Increase
1251-03528 – Reimb Personnel/Proj	\$ 24,300.00
1251-10100 – Salaries & Wages	\$ 20,500.00
1251-10200 – FICA	\$ 1,600.00
1251-10325 – Disability Ins	\$ 100.00

Done this 1st day of March, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


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Term. 2007

In the County Commission of said county, on the


1st day of March 20 07


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

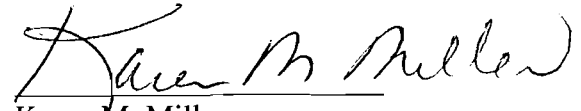
Now on this day the Boone County Commission of the County of Boone does hereby approve the following Consultant Agreements. It is further ordered the Presiding Commissioner is authorized to sign said agreements.

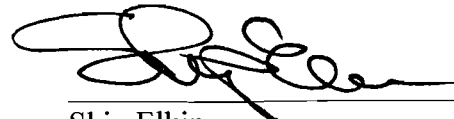
- A Civil Group
- Allstate Consultants
- Barr Engineering
- Harrington & Cortelyou, Inc.
- Project Solutions
- Terra Technologies
- Terracon

Done this 1st day of March, 2007.

ATTEST:

 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Allstate Consultants (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** - When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

ALLSTATE CONSULTANTS LLC

By [Signature]

Title PRESIDENT

Dated: 1/10/2007

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3/1/07

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

ATTEST:

[Signature]
County Clerk

CERTIFICATION:

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

No encumbrance required 2/20/07

Auditor by cg

Date

term + supply

RATE SCHEDULE

REVISED: January 1, 2007

<u>ITEM</u>	<u>HOURLY RATE</u>
PRINCIPAL.....	\$111.00
ENGINEER III.....	\$104.00
ENGINEER II.....	\$94.00
ENGINEER I.....	\$83.00
TECHNICIAN VI/SURVEYOR III.....	\$94.00
TECHNICIAN V/SURVEYOR II.....	\$83.00
TECHNICIAN IV/SURVEYOR I.....	\$69.00
TECHNICIAN III.....	\$59.00
TECHNICIAN II.....	\$43.00
TECHNICIAN I.....	\$30.00
CREW (2 MEN).....	\$111.00
CREW (3 MEN).....	\$121.00
INVESTIGATOR II.....	\$94.00
SENIOR INVESTIGATOR.....	\$65.00
INVESTIGATOR I.....	\$51.00
EXPERT TESTIMONY II.....	\$250.00
EXPERT TESTIMONY I.....	\$175.00
GPS RECEIVERS (PER UNIT).....	\$106.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$30.00/day
MILEAGE.....	IRS Rate
ATV (PER UNIT).....	\$106.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

A L L S T A T E C O N S U L T A N T S L L C

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573) 875-8850
P.O. Box 156, 119 S. Main St., Marcelline, MO 64658 (660) 376-2941/FAX (660) 376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$ 2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	0.60/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	150.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	185.00/hour
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content.....	6.00/test
Dry Unit Weight.....	10.00/test
Unconfined Compressive Strength.....	26.00/test
With Stress vs. Strain Curve.....	55.00/test
Calibrated Penetrometer Test.....	4.00/test
Visual Soil Classification.....	5.00/test
Atterberg Limits.....	60.00/test
Sieve Analysis (with wet wash over No. 200 sieve).....	60.00/test
Hydrometer Analysis.....	60.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	95.00/test
Specific Gravity Determination.....	60.00/test
Swell Potential (I Surcharge Pressure).....	100.00/test
Swell Potential and Swell Pressure.....	200.00/test
Consolidation Test with e log p Curve.....	400.00/test
With Time vs. Deformation Plots.....	50.00/plot
Standard Proctor Test.....	145.00/test
Modified Proctor Test.....	195.00/test
Laboratory CBR Test (Per Specimen).....	180.00/test
Concrete Compressive Strength Tests.....	15.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	10.00/each
Concrete Flexural Strength Tests.....	50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

A L L S T A T E C O N S U L T A N T S L L C

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P.O. Box 156, 119 S. Main St., Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and A Civil Group (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

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7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

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9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

A CIVIL GROUP

BOONE COUNTY, MISSOURI

By Jay Gerhardt

By [Signature]

Presiding Commissioner

Title CHIEF OPERATING MEMBER

Dated: 2/13/07

Dated: 3/1/07

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Noren
County Clerk

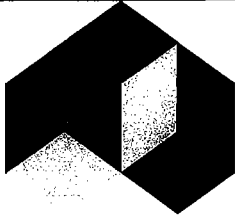
APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

No encumbrance required 3/20/07
Auditor by cg Date term + supply



A CIVIL GROUP

CIVIL ENGINEERING • PLANNING • SURVEYING

SUMMARY OF CHARGES BOONE COUNTY PUBLIC WORKS CONTRACT February 1, 2005

ENGINEERING	\$80.00-100.00/HOUR
SURVEYING	\$75.00-100.00/HOUR
DESIGN TECHNICIAN	\$60.00-80.00/HOUR
2 MAN FIELD CREW	\$95.00-105.00/HOUR
3 MAN FIELD CREW	\$115.00-125.00/HOUR
RESEARCH	\$60.00-100.00/HOUR
DELIVERIES	\$45.00/HOUR
OUTSIDE COPIES	ACTUAL EXPENSE

OFFICE COPIES

LARGE COPIES	\$3.00/EACH
REGULAR COPIES	\$0.50/EACH

1123 Wilkes Blvd, Suite 450
COLUMBIA MO 65201
PHONE: 573-817-5750 FAX: 573-817-1677

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and A Civil Group (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

A CIVIL GROUP

BOONE COUNTY, MISSOURI

By Jay Gebhardt

By [Signature]

Presiding Commissioner

Title CHIEF OPERATIVE MEMBER

Dated: 2/13/07

Dated: 1-MAR 07

APPROVED AS TO FORM:

ATTEST:

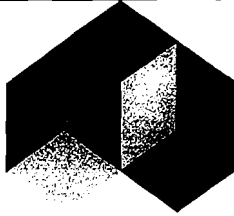
[Signature]
County Attorney

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
No encumbrance required 2/20/07
Auditor by cjo Date term + supply



A CIVIL GROUP

CIVIL ENGINEERING • PLANNING • SURVEYING

SUMMARY OF CHARGES BOONE COUNTY PUBLIC WORKS CONTRACT February 1, 2005

ENGINEERING	\$80.00-100.00/HOUR
SURVEYING	\$75.00-100.00/HOUR
DESIGN TECHNICIAN	\$60.00-80.00/HOUR
2 MAN FIELD CREW	\$95.00-105.00/HOUR
3 MAN FIELD CREW	\$115.00-125.00/HOUR
RESEARCH	\$60.00-100.00/HOUR
DELIVERIES	\$45.00/HOUR
OUTSIDE COPIES	ACTUAL EXPENSE

OFFICE COPIES

LARGE COPIES	\$3.00/EACH
REGULAR COPIES	\$0.50/EACH

1123 Wilkes Blvd, Suite 450
COLUMBIA MO 65201
PHONE: 573-817-5750 FAX: 573-817-1677

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Allstate Consultants (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.


12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

ALLSTATE CONSULTANTS LLC

By



Title

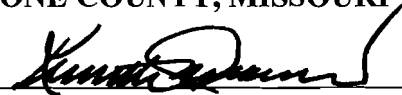
PRESIDENT

Dated:

1/10/2007

BOONE COUNTY, MISSOURI

By



Presiding Commissioner

Dated:

3/1/07

APPROVED AS TO FORM:

County Attorney



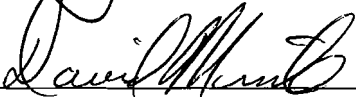
ATTEST:

County Clerk



APPROVED:

Director, Boone County Public Works



CERTIFICATION:

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

No encumbrance required 2/20/07
Auditor by cg Date term + supply

RATE SCHEDULE

REVISED: January 1, 2007

<u>ITEM</u>	<u>HOURLY RATE</u>
PRINCIPAL	\$111.00
ENGINEER III	\$104.00
ENGINEER II	\$94.00
ENGINEER I	\$83.00
TECHNICIAN VI/SURVEYOR III	\$94.00
TECHNICIAN V/SURVEYOR II	\$83.00
TECHNICIAN IV/SURVEYOR I	\$69.00
TECHNICIAN III	\$59.00
TECHNICIAN II	\$43.00
TECHNICIAN I	\$30.00
CREW (2 MEN)	\$111.00
CREW (3 MEN)	\$121.00
INVESTIGATOR II	\$94.00
SENIOR INVESTIGATOR	\$65.00
INVESTIGATOR I	\$51.00
EXPERT TESTIMONY II	\$250.00
EXPERT TESTIMONY I	\$175.00
GPS RECEIVERS (PER UNIT)	\$106.00/day
TRAFFIC COUNTERS (PER UNIT)	\$30.00/day
MILEAGE	IRS Rate
ATV (PER UNIT)	\$106.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.)	Actual Cost

A L L S T A T E C O N S U L T A N T S L L C

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573) 875-8850
P.O. Box 156, 119 S. Main St., Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$ 2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	0.60/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	150.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	185.00/hour
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content.....	6.00/test
Dry Unit Weight.....	10.00/test
Unconfined Compressive Strength.....	26.00/test
With Stress vs. Strain Curve.....	55.00/test
Calibrated Penetrometer Test.....	4.00/test
Visual Soil Classification.....	5.00/test
Atterberg Limits.....	60.00/test
Sieve Analysis (with wet wash over No. 200 sieve).....	60.00/test
Hydrometer Analysis.....	60.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	95.00/test
Specific Gravity Determination.....	60.00/test
Swell Potential (1 Surcharge Pressure).....	100.00/test
Swell Potential and Swell Pressure.....	200.00/test
Consolidation Test with e log p Curve	400.00/test
With Time vs. Deformation Plots.....	50.00/plot
Standard Proctor Test.....	145.00/test
Modified Proctor Test.....	195.00/test
Laboratory CBR Test (Per Specimen).....	180.00/test
Concrete Compressive Strength Tests.....	15.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	10.00/each
Concrete Flexural Strength Tests.....	50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

A L L S T A T E C O N S U L T A N T S L L C

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573) 875-8850
P.O. Box 156, 119 S. Main St., Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Barr Engineering Company (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

BARR ENGINEERING COMPANY

By Alan J Faudry

Title V.P.

Dated: 2/7/07

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3/1/07

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

ATTEST:

[Signature]
County Clerk

CERTIFICATION:

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

No encumbrance required 2/20/07
Auditor by cg Date 2/20/07
train + supply



Fee Schedule—2007

Rev. 01/01/07

Description	Rate ⁴ (dollars)
Principal Engineer/Scientist	\$90-190
Senior Consultants ¹	\$90-180
Senior Engineer/Scientist ¹	\$80-120
Engineer/Scientist ¹	\$55-90
Computer Specialist.....	\$55-120
Senior Technician ²	\$60-100
Technician ²	\$40-75
Communication Specialist.....	\$70-120
Support Service/Technical Manager.....	\$80-155
Support Personnel ³	\$35-85

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Reimbursable expenses including, but not limited to, the actual and reasonable costs of transportation, meals, lodging, long-distance telephone charges, parking costs, postage, and shipping charges will be billed at actual cost. Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules. Mileage will be billed at the IRS-allowable rate.

¹ Includes engineers, ecologists, biologists, chemists, hydrogeologists, geologists, industrial hygienists, soil scientists, meteorologists, environmental scientists, information technology specialists, and landscape architects.

² Includes surveyors, drafters, CADD operators, designers, cost estimators, construction observers, water, air and waste samplers, safety technicians, interns, and data management technicians.

³ Includes word processing, report production, project accounting, information specialist, and other project support personnel.

⁴ Rates do not include sales tax on services that may be required in some states.



Copy Production Rate Schedule—2007

Companywide
Rev. 01/01/07
Sheet 1 of 1

Description	Rate (dollars)
Reproduction	
Photo Copies (large format):	
All sizes	2.00
Xerox Copier:	
Bond (sq. ft.).....	0.35
Vellum (sq. ft.).....	0.60
Photocopies (8½ x 11, 11 x 17)	0.07
Fax.....	0.75
Color Copies	0.80
Plotter:	
Bond/Vellum.....	2.00/sq. ft.
Photo Grade.....	4.00/sq. ft.
Laser (11 x 17)	0.50
Xerox/Tektronix Color Printers, A- & B-size:	
All sizes	0.50
Overhead Transparency	1.00
Binding (each)	
Dependent on size	2.00-10.00



Rental Equipment Rate Schedule—2007
(Alphabetized)
(see general and end notes)

Rev. 01/01/07
Sheet 1 of 5

Description Daily Rate
(dollars)

Non-Expendable Equipment

Air Quality

Air-Cooled M5 Probe/Oven Assembly.....	300.00
Ambient SO ₂ Monitor.....	100.00
Analyzer Filter Oven.....	11.00
Analyzer Support Kit (a.).....	400.00
Anemometer.....	50.50
CO Analyzer.....	168.00
CO Cal Gases (set of 2).....	33.50
CO/O ₂ /CO ₂ Regulators (set of 2).....	17.00
Data Logger.....	33.50
Dilution Calibrator.....	200.00
Dual Pen Strip Chart.....	45.00
EPA 25 Tank/Trap Set.....	11.75
EPA 6 SO ₂ Analysis Kit.....	56.00
EPA Method 25 (TGNMO) Sampling Train.....	252.00
EPA Method 3 ORSAT Train.....	22.50
EPA Method 5 Sampling Train.....	364.00
EPA Method 5 Wet Test Meter Calibrator.....	224.00
Filter Balance (per filter).....	5.50
Gas Conditioner.....	56.00
Heated Sample Line (100').....	84.00
Heated Sample Line (150').....	100.00
Heated Sample Line (50').....	56.00
High Flow Pumps (each).....	38.00
Hivol Ambient Cal. Kit.....	22.50
Hydrocarbon Calibration Gases.....	56.00
Hydrocarbon Regulator Set.....	28.00
Low Flow Pumps (each).....	28.00
Met Station Calibration Kit.....	116.50
Midget Impinger Sample Line.....	60.00
Midget Impinger Sampling Train.....	11.00
NCASI Sample Train.....	35.00
NO _x Analyzer.....	224.00
NO _x Cal Gases (set of 2).....	33.50
NO _x /SO ₂ Regulators (set of 2).....	22.50
O ₂ /CO ₂ Analyzer.....	168.00
O ₂ /CO ₂ Cal Gases (set of 2).....	33.50
Portable Oxygen Analyzer.....	28.00
Single Pen Strip Chart Recorder.....	33.50
SO ₂ Analyzer.....	280.00
SO ₂ Calibration Gas.....	33.50
Total Hydrocarbon Analyzer.....	353.00
TRS Kit.....	100.00
TSP Hi-Vol Sampler.....	28.00
Universal Control Console (Vost Meter).....	173.50
Volumetric Air Flow Measurement Kit.....	61.00

Field Equipment

1½-inch Submersible Purge Pump.....	35.00
Alpha Water Bottle (each usage).....	3.00
Area/Velocity Flowmeter.....	12.00
Automatic Sampler with Depth Sensor and Flowmeter.....	18.00
Automatic Sampler.....	9.00
Cleaning & Calibration Certification.....	125.00



Rental Equipment Rate Schedule—2007
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/07
 Sheet 2 of 5

Description	Daily Rate (dollars)
Conductivity Meter.....	17.50
Current Meter Suspension Kit.....	55.00
Data Logger - Hermit.....	61.00
Data Transfer System.....	22.00
Depth Sensor/Flowmeter Only.....	10.00
Dissolved Oxygen Meter.....	29.00
Dissolved Oxygen/Conductivity Meter.....	38.25
Dissolved Oxygen Sensor/Data Logger System.....	30.00
Drill Rod (foot).....	2.50
Ekman Dredge.....	6.00
Electric Vacuum Pump.....	4.75
Environmental Equipment Shelter.....	2.75
Field Rugged Laptop/Pocket PC.....	25.00
Fluorimeter.....	17.50
GA-90 or GEM 2000 Landfill Gas Analyzer.....	87.00
Gas Centrifugal Pump.....	26.75
Gas Generator.....	29.00
Groundwater Hand Pump.....	14.50
Hand Vacuum Pump.....	2.30
Hand-held Velocity Flow Meter.....	40.50
Hazmat Drum Kit.....	19.75
Heavy-Duty Weed/Brush Trimmer.....	17.00
Immunoassay Field Photometer.....	61.50
Kemmerer Vertical Bottle Sampler.....	33.50
Magnetometer.....	116.00
Multi-parameter Surface Water Datalogger.....	19.75
Oil, Water Interphase Probe.....	87.00
Peristaltic Pump.....	41.75
Petite Ponar Dredge.....	14.50
pH Meter.....	27.75
Portable Colorimeter.....	34.75
Portable Doppler Ultrasonic Flow Meter.....	69.00
Portable Field Scale.....	15.00
Pressure Transducer.....	40.50
Sediment Corer (each usage).....	5.75
Seisgun.....	60.00
Soil Core Sampler/ Bucket Auger.....	29.00
Soil Gas Recovery System.....	191.00
Soil Vapor Extraction System.....	133.00
Sontek ADV (Accoustic Doppler Velocimeter).....	128.00
Split Tube Soil Probe/Hand Auger.....	8.75
Stainless Steel Bailer (each usage).....	18.50
Submersible Pump.....	60.00
Temperature Datalogger.....	1.50
Tent.....	15.00
Turbidimeter.....	14.00
Underwater Viewing System.....	60.00
Water Level/Temperature Probe/Datalogger (MiniTroll or Level Troll).....	62.00
Water Quality Meter (YSI 556 MPS).....	75.00
Well Level Indicator.....	22.00
Zooplankton Net.....	7.00
Zooplankton.....	145.00
 Materials and Testing	
Brass Sieve Set.....	6.00
Chlorophyll a.....	60.00
Coarse Sieve Set.....	10.00



Rental Equipment Rate Schedule—2007
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/07
 Sheet 3 of 5

Description	Daily Rate (dollars)
Concrete Air Meter	36.00
Concrete Test Hammer	40.50
DL Plus Ultrasonic Kit (37DL, 36DL, 26XTDL).....	62.00
Dual-Mass Dynamic Cone Penetrometer	50.00
Dye Penetrant Kit	22.00
Hand Vane Shear	98.50
Heavy-Duty Balance.....	16.00
Horizontal Sample Ejector	25.50
Kessler Field Moisture Oven	45.00
Laboratory Analysis.....	7.00
Laboratory Services	2.50
Liquid Limit Set.....	7.50
Magnetic Crawler	48.00
Magnetic Particle Kit.....	38.00
Metal Thickness Gauge.....	107.00
Paint Thickness Gauge	15.00
Phytoplankton.....	145.00
Platform Beam Scale.....	14.75
Pneumatic Pressure Indicator	71.50
Power Auger.....	43.00
Proctor Set	4.50
Sample Splitter	5.00
Sand Cone Set.....	10.00
Sinco Inclinator Probe	200.00
Soluble Reactive Phosphorus	28.00
Torvane Shear Device.....	2.50
Total Dissolved Phosphorus.....	30.00
Total Nitrogen (TN).....	40.00
Total Phosphorus (TP).....	23.00
Vibrating Wire Logger VW2104.....	24.00
Weld Inspection Equipment.....	12.00
Safety	
5-Minute Escape Pack (ELSA)	6.00
Aerosol/Dust Monitor (Miniram PDM-3 or PDR-1000)	67.75
Calibration Gas Kit	8.75
CO Monitor (ISC T82)	36.00
Combustible Gas Indicator (M40 or I.S.C. MX251).....	45.00
Combustible Gas Indicator (MSA 260/360).....	58.00
Confined Space Rescue Retrieval Equipment	295.00
Confined Space Ventilator.....	54.75
Detector Tube Pump	15.00
DL-101 11.7 eV Conversion Kit.....	20.00
Drager Chip Measurement System	75.00
Dry Cell Air Flow Calibrator.....	50.00
Flame Ionization Detector (TVA-1000).....	133.00
Flotation Worksuit.....	19.75
Full-Face Respirator	8.00
H ₂ S Meter (I.S.C. T40)	27.00
H ₂ S, O ₂ and LEL Meter	48.75
Half-Face Respirator	6.00
OVM 580B 11.8eV Lamp Conversion Kit.....	14.00
Photoionization Detector (OVM 580B)	110.00
Radiation Monitor	9.25
Recording Photoionization Detector (Hnu DL-101 or DL-102).....	110.00
Self-Contained Breathing Apparatus (SCBA).....	63.75
Self-Retracting Lifeline (30').....	56.00



Rental Equipment Rate Schedule—2007
(Alphabetized)
(see general and end notes)

Rev. 01/01/07
Sheet 4 of 5

Description	Daily Rate (dollars)
Sound Level Meter	48.75
Supplied Air Breathing System with SCBA.....	75.50
Survey	
16' John Boat & Trailer	52.00
20 HP Outboard Motor	46.50
Canoe.....	21.75
Chain Saw	23.00
Communication Radios (set).....	17.75
Differential GPS System.....	90.00
Hand Ice Auger	7.00
Hand-Held GPS/Digital Camera Kit.....	22.00
Hand-Held Laser Meter	65.00
Iron Locator	17.50
Laser Rangefinder.....	87.00
LCD Depth Locator.....	11.50
Power Ice Auger	30.00
Recording Depth Locator	37.00
Robotic Total Station (per hour, 4-hour minimum)	45.00
RTK GPS Survey System (per hour, 4-hour minimum).....	55.00
Spectra Laser Level	25.00
Survey Notebook Computer	28.75
Survey Set (Level, Tripod and Rod).....	20.75
Total Station Survey Set - Complete.....	116.50
Total Station Survey Set.....	65.00
Trolling Motor and Battery.....	48.00
Vehicles and Trailers	
4WD All-Terrain Vehicle	89.50
Air Sampling Trailer	38.00
Heavy Trailer Mileage (in addition to vehicle mileage at IRS rate).....	0.25
Utility Trailer	35.00
Vehicle - 2WD Field.....	45.00
Vehicle - 4WD Field.....	60.00
Vehicle - Personal (c)	45.00
Vehicle - Cube Truck.....	75.00
Vehicle - Utility (b.)	35.00
Vehicle Mileage (company and personal)	IRS Rate
Communications and Imaging	
35mm Cameras (day).....	3.00
Cellular Telephones, Including Air Time (day)	11.00
Digital Camera Kit	12.00
Professional-Format Still Camera Kit	75.50
Video Camera (day)	20.00
Expendable Field Supplies	
3/8-Inch I.D. PVC Tubing (per foot).....	0.35
3/8-Inch I.D. Silicone Pump Tubing (per foot)	6.15
35mm Print Film - 12 Exposure (roll).....	3.95
35mm Print Film - 24 Exposure (roll).....	5.25
35mm Print Film - 36 Exposure (roll).....	6.85
35mm Slide Film - 24 Exposure (roll)	7.60
35mm Slide Film - 36 Exposure (roll)	10.50
4-mil Quart Reclosable Bag (pack of 50)	3.25
500 ml Disposable Filtration Apparatus (each)	13.00



Rental Equipment Rate Schedule—2007
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/07
 Sheet 5 of 5

Description	Daily Rate (dollars)
Acid Suit (each).....	70.00
Boot Covers (pair).....	4.05
Colorimetric Water Analysis Kit (each test).....	1.90
Compressed Air (each 300 cf).....	16.00
Compressed Air (each 45 cf).....	2.50
Detector Tubes (each).....	7.00
Disposable 35mm Camera (each).....	13.50
Disposable Panoramic Camera (each).....	11.75
Distilled Water (each).....	3.50
Dot Glove (pair).....	1.50
Encore Sampler - 25 Gram.....	10.00
Fabric Soil Sample Bag (each).....	3.75
Field Book/Construction Diary.....	18.00
Five Gallon Pail with Lid.....	8.00
Ice (per bag).....	1.50
In-Line Groundwater Filter (each).....	16.00
Lath, 4' (bundle).....	19.25
Lock (each).....	13.75
Neoprene Gloves (pair).....	3.75
Nitrile Gloves (pair).....	2.35
Paint Can, 1-Gallon Empty (each).....	1.25
Paper Towels (per roll).....	1.25
Poly-Coated Tyvek Coverall (each).....	7.75
Respirator Cartridges (each).....	12.75
Saranex Tyvek Coverall (each).....	19.00
Spray Paint (each).....	4.25
Staff Gauge (each).....	42.00
Stakes (bundle).....	16.00
Surgical Gloves (pair).....	0.30
Tyvek/Kleenguard Coverall (each).....	6.75
Viton Gloves (pair).....	50.00
Weighted Disposable Bailer (each).....	4.75
Winter Glove Liner (pair).....	3.00
Winter Gloves (pair).....	8.65

General Notes - Applicable to all Equipment Listed on this Schedule

- 1.) Minimum rental period is 0.5 days.
- 2.) Rental charges begin on the first day the equipment is used on a project.
- 3.) Rental charges end on the last day the equipment is used on a project.
- 4.) A 25 percent weekly rate discount will apply to equipment rental for 5 or more days.
- 5.) A 40 percent monthly discount will apply to equipment rental for 20 or more days.
- 6.) Equivalent equipment/models may be substituted for the items listed.

End Notes - Applicable to Only the Equipment Noted

- a.) Analyzer Support Kit includes the following: Airflow Kit, Total Hydrocarbon Analyzer, NOX Analyzer, CO Analyzer, O2 Meter, SO2 Analyzer, CO2/O2 Analyzer, Heated Sample Line (50'), Heated Sample Line (100'), Gas Conditioner, Heated Filter Box, Single Pen Recorder, Dual Pen Strip Chart, Data Logger, C3/C4 Cal Gases (set), NOX/SO2 Cal Gases (set), CO Cal Gases (set), CO2/O2 Cal Gas (set of 2), SO2 Cal Gas (set of 2), C3 Regulator Set, NOX/SO2 Regulators (set of 2), and CO/CO2/O2 Regulators (set of 2)
- b.) Vehicles older than 1997
- c.) Employee personal vehicles subjected to field, off-site, transport or other severe duty.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Harrington and Cortelyou, Inc. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

HARRINGTON AND CORTELYOU, INC.

By Mark A. Huck

Title Vice President

Dated: Jan. 24, 2007

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3/1/07

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Nore
County Clerk

APPROVED:

David M. [Signature]
Director, Boone County Public Works

CERTIFICATION:

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

No encumbrance required 2/20/07

Auditor by eg

Date term + supply



	<u>2007 Actual Salary Rates</u>	<u>2007 Billable Rates</u>
Principals		
D. M. Waltemath	50.29	144.33
K. R. Eisenbeis	49.28	141.43
Project/Senior Engineers		
M. S. Huck	46.12	132.36
E. W. Neprud	43.25	124.13
S. M. Warger	43.25	124.13
S. A. Pellegrino	39.66	113.82
M. W. Carroll	38.79	111.33
Design Engineers		
J. D. Stevenson	35.63	102.26
S. D. Shafer	34.34	98.56
J. M. Sarson	33.76	96.89
S. D. Shank	29.02	83.29
P. N. Wuertz	27.44	78.75
J. C. Tarbell	27.16	77.95
C. D. Mason	25.39	72.87
J. C. Sebolt	24.14	69.28
B. E. Falk	23.85	68.45
T. A. Cropp	23.16	66.47
A. R. Bush	22.99	65.98
Senior Technicians		
J. K. Green	31.75	91.12
J. L. Kelly	30.60	87.82
T. L. Wells	30.46	87.42
Technicians		
C. E. Burney	26.15	75.05
J. J. Jenkins	20.00	57.40
D. J. Moore	19.60	56.25
B. J. Ledford	19.37	55.59
D. L. Aguilar	11.49	32.98
J. C. Phillips	11.26	32.32
Special Consultants		
R. G. Crabtree	42.50	121.98
H. G. Jones	42.50	121.98
G. N. Pavlakis	41.00	117.67

Compensation:

We request compensation on the basis of the billable rate of employees and direct reimbursement for expenses related to the performance of the contract, including subcontracts, printing and reproduction, computer charges and automobile mileage.

Automobile rate for 2007 has been set at \$0.485 per mile.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Project Solutions (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

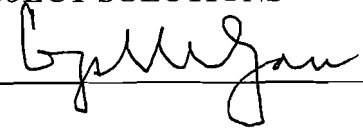
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

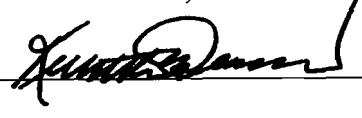
PROJECT SOLUTIONS

By 

Title President

Dated: 4/26/07

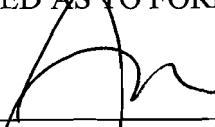
BOONE COUNTY, MISSOURI

By 

Presiding Commissioner

Dated: 3/1/07

APPROVED AS TO FORM:



County Attorney

APPROVED:



Director, Boone County Public Works

ATTEST:



County Clerk

CERTIFICATION:

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

No encumbrance required 2/20/07
Auditor by cg Date 2/20/07
Term + supply

SCHEDULE OF SERVICES AND FEES

Project Solutions Engineering, Inc.

January 1, 2007

PRINCIPALS	<i>Per Hour</i>	\$ 145.00
ENGINEERING		
Engineer - 6		\$ 125.00
Engineer - 5		\$ 110.00
Engineer - 4		\$ 95.00
Engineer - 3		\$ 85.00
Engineer - 2		\$ 75.00
Engineer - 1		\$ 60.00
TECHNICAL SUPPORT		
Technical Support - 5		\$ 80.00
Technical Support - 4		\$ 70.00
Technical Support - 3		\$ 65.00
Technical Support - 2		\$ 55.00
Technical Support - 1		\$ 50.00
Clerical		\$ 45.00

TERMS

1. Payment Terms are net 30 days from date of Invoice, or as agreed to in writing.
 2. Late payments shall incur interest at the rate of 1-½% per month on the entire late balance. Interest is calculated from the date of the Invoice and becomes due starting the 31st day after the invoice date.
-

REIMBURSABLE EXPENSES

Mileage @ 48.5 cents/mile	Cost
Travel & Lodging	Cost x 1.0
Printing & Reproducibles	Cost x 1.1
Miscellaneous Materials	Cost x 1.1
Testing Services	Cost x 1.1
Consultant Services	Cost x 1.0
All other project related expenses	Cost x 1.1

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7 day of March 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terra Technologies, Inc. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

TERRA TECHNOLOGIES, INC.

By [Signature]

Title Principal

Dated: 1/26/07

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3/01/07

APPROVED AS TO FORM:

[Signature]
County Attorney

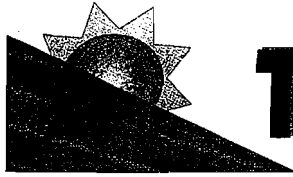
ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
No encumbrance required 2/20/07
Auditor by [Signature] Date term supply



TERRA TECHNOLOGIES

St. Louis, Missouri • Columbia, Missouri • Overland Park, Kansas

TERRA TECHNOLOGIES, INC. ENGINEERS / SCIENTISTS

BOONE COUNTY MISSOURI PROFESSIONAL ENGINEERING SERVICES

STANDARD HOURLY RATES

EMPLOYMENT CLASSIFICATION	HOURLY RATE
Principal	\$105.00
Senior Engineer	\$ 95.00
Biological Engineer	\$ 95.00
Assistant Engineer	\$ 65.00
Horticulturist	\$ 85.00
Wetland Scientist	\$ 85.00
Agrohistologist	\$125.00
Construction Manager	\$ 65.00
Design Technician	\$ 60.00
Secretary	\$ 35.00

EXPENSES

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, subsistence, long distance telephone, etc) incurred will be charged at cost plus 10% to cover administrative overhead. The following items will be charged as shown:

Personal and Company Vehicle: \$ 0.45/mile
Lodging/Per diem:\$115.00/day

Effective Date: January 26, 2007

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terracon (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided and to the extent that any such claim, damage, loss or expenses, is caused by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter

within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

TERRACON

By Eric A. [Signature]

Title PRINCIPAL

Dated: 1-2-07

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

David [Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3/01/07

ATTEST:

Wendy [Signature]
County Clerk

CERTIFICATION:

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

No encumbrance required 2/20/07
Auditor by cg Date term + supply

Terracon

2007

Schedule of Services and Fees Construction Materials, Geotechnical, Environmental, Pavements and Facilities Services

I. PERSONNEL

Clerical	\$40.00/hour
Draftsman/Cad Operator	55.00/hour
Services of Technician	44.00/hour
Services of a MODOT Certified Technician.....	55.00/hour
Services of AWS Certified Welding Inspector.....	70.00/hour
Services of Field Engineer, Environmental Professional, or Geologist.....	75.00/hour
Services of Project Engineer, Environmental Professional, or Geologist.....	90.00/hour
Services of Senior Project Engineer (Registered), Environmental Professional, or Geologist	98.00/hour
Services of Principal	135.00/hour
Services of Senior Principal	175.00/hour

* Increase hourly rate by 1.5 for Saturday, Sunday and Holiday work; minimum 3 hours

NOTE: Field services provided after 6:00 PM and prior to 6:00 AM subject to surcharge rates.

Deposition or court testimony at 1.5 times regular rate - minimum of \$140.00/hour

II. EXPENSES AND SUPPLIES

Mileage (beyond Columbia only – no charge for mileage within Columbia)	\$0.50/mile
Supplies	Cost
Per Diem (beyond Columbia only)	90.00/man/day

III. DRILLING

Location and elevation of borings.....	\$120.00/hour
Truck Mounted Drill Rig and two-person crew	175.00/hour
ATV Mounted Drill Rig and two-person crew	190.00/hour
Two-person crew	120.00/hour
Stratification of Boring Logs	75.00/hour
Mobilization of equipment and personnel – Truck Drill..... (3.00/mile each way)	275.00/minimum
All-Terrain or Track-mounted Drill..... (4.00/mile each way)	385.00/minimum
Support Vehicle	85.00/day
Additional charge for sloping, soft ground, or swampy sites where an ATV drill rig is required	300.00/day

Auger Drill Rig

Auger drilling without sampling	9.00/foot
For disturbed grab-samples obtained from augers	
0 - 40 pulling augers	30.00/sample
40 - 80 pulling augers	40.00/sample

Soil sampling using either split-barrel or Shelby tube sampler at 5-foot intervals in soil.

Depth-Feet

0 - 20	12.50/foot
20 - 40	13.75/foot
40 - 60	15.75/foot
60 - 80	19.00/foot
80 - 100	21.50/foot
Additional charge for drilling in weathered shale	6.50/foot
Additional charge for Hollow Stem Augers (if required)	
0 - 40	4.00/foot
40 - 80	5.00/foot

Rotary Drill Rig

Soil sampling using either split-barrel sampler or Shelby tube sampler at 5-foot intervals in soil.

Depth-Feet

0 - 20	\$13.75/foot
20 - 40	15.75/foot
40 - 80	19.00/foot

(harder than Qu=5 TSF or 50 blows/ft.)	23.00/foot
80 - 120	26.00/foot
(harder than Qu=5 TSF or 50 blows/ft.).....	31.50/foot
Additional charge for casing or drilling mud, where required.	
<u>Depth Feet</u>	
0 - 40 (Mud or NX Casing)	3.50/foot
(4" Casing)	5.25/foot
40 - 80 (Mud or NX Casing)	5.00/foot
(4" Casing)	6.75/foot
80 - 120 (Mud or NX Casing)	5.75/foot
(4" Casing)	8.25/foot
Drilling with organic fluids (additional)	on request
When wash boring when temperature is below 20 ⁰ , cost of hot water, if required...	Cost
Additional thin wall or split-spoon samples	
<u>Depth Feet</u>	
0 - 20	25.00/sample
20 - 40	30.00/sample
40 - 60	35.00/sample
60 - 80	50.00/sample
80 - 120	60.00/sample
Drilling and sampling in strata containing primarily broken bedrock, boulders, cobbles, slag or fill containing large percentages of concrete and/or steel, plus any material where standard penetrating resistance exceeds 100/6".	
<u>Depth-Feet</u>	
0 - 20	26.00/foot
20 - 40	28.00/foot
40 - 80	34.00/foot
80 - 120	39.50/foot
Rock Coring Set Up.....	90.00/boring
NX Coring (5' minimum) 0 - 40 feet	40.00/foot
+ 40 feet.....	42.00/foot
4 inch coring	on request
Wire Line coring.....	on request
Rock Bit Drilling	29.00/foot
Hourly charge for field personnel and drilling equipment	
Drilling w/truck-mount rig with two persons.....	175.00/hour
Drilling w/truck-mount & ATV rig with two persons.....	190.00/hour
Cost of special equipment for moving drilling equipment about the site or for special permits	
	Cost
Stand-by time	165.00/hour
Well point installation in drilled borehole, installing plastic.....	200.00/hole
perforated pipe (3" max size) does not include drilling hole.....	5.50/foot
Additional charge for surface protector pipe and cap.....	Min. of 200.00
Plugging borehole with bentonite chips (max. 8" diameter)	5.00/foot
NOTE:	
a. Higher price for shallow holes or when there is a risk of losing or breaking augers.	
b. Environmental projects may have surcharge if hazardous site conditions.	
c. Rock bit and diamond bit wear will be charged at cost for hourly drilling and where hard or fractured rock results in excessive bit wear. All prices are for NX and BX size only.	
d. Wash boring and casing prices apply when washing through hollow stem augers.	

IV. GEOPROBE SYSTEM

Mobilization	\$375.00 plus 0.75/mile
Unit Rental (Does not include personnel time)	
Geoprobe® Sampling only	600.00/day
Geoprobe® with On-site Gas Chromatography Analysis.....	780.00/day
Gas Chromatograph only (10 samples)	265.00/day
Consumable Geoprobe® Supplies.....	Cost
Standby/Client Delay Time - van and operator.....	165.00/hour

V. GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL (Personnel time not included)

Seismic Equipment	on request
Cross Hole Sonic Logging Equipment.....	on request
Vibration Seismograph	\$160.00/day
Electrical Resistivity Equipment	100.00/day
Pressuremeter, Dutch Cone, Bore Hole Shear Equipment.....	250.00/day
Additional Pressuremeter Membranes or End Caps	200.00/each
Vane Shear Equipment.....	150.00/day
Inclinometer	100.00/day
	325.00/week
Inclinometer Casing.....	Cost
Instrumentation Equipment - Stress Strain	
Gauge	75.00/week
Dial Indicators	20.00/week
Jack - 30 Ton	125.00/week
Jack - 60 Ton	130.00/week
Moisture meter (for moisture in wood, insulation, drywall)	30.00/day
James R-Meter (for size and location of reinforcing steel).....	40.00/day
Profometer	100.00/day
Ferrosan	150.00/day
Floor Flatness Equipment (Dipstick).....	125.00/day
Maturity Meter	65.00/day
Probes	35.00/each
Brass 2 inch Cube Mold	8.00/day
Pulse Velocity	90.00/day
Windsor Probe	70.00/day
Set of Three Probes	50.00/set
Beam Mold	9.00/day
Cleaning, Beam Mold	15.00/each

VI. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included)

Development, Sampling and Test Equipment

Bailer (SS)	\$25.00/day
Bailer (disposable).....	20.00/each
Hand Pump (PVC).....	30.00/day
4" Electric Pump	60.00/day
Temperature, pH, conductivity meters.....	35.00/day
Bladder Pump 1.8" OD SS	120.00/day
Sediment Sampler	20.00/day
Electric Water Level Indicator.....	35.00/day
Data Acquisition Station w/ Transducer.....	125.00/day
Additional Transducers.....	65.00/day
Recorder, Multi-Channel Portable Sequential Water Sampler	60.00/day
or Flow meter/chart recorder	
Portable Sequential Water Sampler with Flow meter/chart recorder	85.00/day
2" Redi-Flow Pump.....	85.00/day
Overpack Drums.....	175.00/each
Laser Level	100.00/day

Monitoring Equipment

Toxic Gas Detector (Single Gas)	\$40.00/day
Oxygen/Combustible Gas Indicator.....	60.00/day
Hydrocarbon/Water Interface Probe.....	40.00/day
Photoionization Detector	110.00/day
Ion Selective Meter.....	60.00/day
Metal/Cable Detector.....	50.00/day
Air Velocity Indicator (Anemometer).....	45.00/day
Air Sampling Pump, Personal.....	35.00/day
Air Sample Pump, Detector Tube.....	15.00/day
Sound Level Meter	55.00/day
Noise Dosimeter	45.00/day

Microorganism Sampler/Pump	85.00/day
Carbon Monoxide Monitor (Single Gas)	45.00/day
Indoor Air Quality Monitor (TSl)	55.00/day
Oxygen/Combustible Gas/H2S Monitor	60.00/day
Carbon Dioxide Monitor (Single Gas).....	50.00/day
Dissolved Oxygen Meter	55.00/day
Turbidity Meter	45.00/day
Landfill Gas Monitor (CH4/CO2/O2, Infrared)	95.00/day
Mercury Vapor Analyzer	75.00/day
Rescue/Retrieval Tripod and Winch	100.00/day
Manhole Ventilator	75.00/day
Detector Tubes, Colorimetric	Cost
<u>Lead/Asbestos Equipment</u>	
XRF (Lead in Paint Analyzer)	\$165.00/day
High Volume Sample Pump.....	35.00/day
Microscope (Phase Contrast).....	30.00/day
<u>Cleaning Equipment</u>	
High pressure, hot water portable washer;.....	\$125.00/day
with Generator	165.00/day
High pressure, cold water portable washer;	65.00/day
with Generator	100.00/day
Station for Cleaning Fluid Collection	
250 Gallon capacity	35.00/day
Steam Cleaner	175.00/day
Generator	65.00/day
Cleaning Trailer (W/O fluid collection Option)	250.00/day
includes trailer, washer, generator, hoses	
<u>Supplied Atmosphere - Respiratory Equipment</u>	
Positive Pressure Airline Respirator System (per person)	quote on request

VII. SOIL LABORATORY TESTING

Identification

Atterberg Limits Determination (LL, PL)	\$53.00/test
Atterberg Limits Determination (C.O.E. Method)	105.00/test
Combined Analysis (Hydrometer and Sieve)	95.00/test
Density Determination (Shelby tube sample)	10.00/test
Density Determination (Irregular sample)	30.00/test
Hydrometer Analysis	67.00/test
Organic Content (by heating)	45.00/test
Shrinkage Limit Determination	55.00/test
Sieve Analysis (Unwashed)	65.00/test
Sieve Analysis (Washed over #200 sieve)	75.00/test
Specific Gravity Determination	65.00/test
Visual Engineering (USCS) Classification	5.00/each
Moisture Content Determination	9.00/test
Soil Suction (ASTM D-5298)	30.00/test
Porosity	95.00/test
Pin Hole Dispersion	200.00/test
With Remolding of Sample	250.00/test
Sand Equivalent	135.00/test
NX Core Compressive Strength	40.00/test

Consolidation

Consolidation Test on 2-1/2 inch diameter Specimen	
Regular increasing Load Increment to 16 tsf.....	\$395.00/test
Test with Pressure-Void Ratio Curve (C.O.E. Method)	525.00/test
Plotted Time Curves	70.00/each
Each additional Unloaded-Reload Cycle	115.00/cycle
Swell Test single pressure	120.00/test
Additional pressures	50.00/each

Absorption/Pressure Swell Test (ASTM STP 479)	250.00/test
<u>Shear Strength</u>	
Unconfined Compression	
Undisturbed Soil Sample	\$28.00/test
Undisturbed Soil Sample Corp Method	40.00/test
With Stress-Strain Curve	52.00/each
With Stress-Strain Curve Corp Method	67.00/each
Direct Shear FAST (cohesionless)	150.00/point
Direct Shear SLOW (cohesive)	250.00/point
Standard Sample Preparation	60.00/sample
Preparation on remolding for difficult samples	70.00/hour
Unconfined Compression on Cured Proctor Sample with Fly Ash	50.00/test

Triaxial Compression

	Unconsolidated	Consolidated	Drained Test
	<u>Undrained Test</u>	<u>Undrained Test</u>	On Request
Total per Circle	\$ 160.00	\$ 410.00	

Note: Test rates for 1.4 inch, 1.8 inch and 2.8 inch diameter samples. Rates for other diameter samples available upon request.

Consolidated Undrained Test includes pore pressure measurements.

Consolidated Drained Test includes volume change measurement.

Compaction and Density

Laboratory CBR	\$250.00/test
Modified Proctor (ASTM D 1557)	155.00/test*
Modified Proctor (ASTM D 1557) Corp Method	185.00/test*
Relative Density (ASTM D 4253 & D 4254 wet or dry method)	250.00/each
Standard Proctor (ASTM D 698)	140.00/each*
Standard Proctor (ASTM D 698) Corp Method	150.00/each*
Standard Proctor with Fly Ash (2 hour Delay)	200.00/each
Field CBR	On Request
* Additional charge for Coarse Aggregate Correction	20.00/each

Permeability

Constant Head Permeability Test	\$300.00/test
Falling Head Permeability Test	235.00/test
Preparation of Remolded Samples	58.00/each

Chemical Tests

pH (by meter)	\$30.00/each
Electrical Conductivity by Miller Box	95.00/each
Chloride Concentration	70.00/each
Soluble Sulfate	65.00/each
Cation Exchange Capacity of Soil	115.00/each

VIII. HEAVY WEIGHT DEFLECTOMETER - PAVEMENT EVALUATION

Field Operations (does not include analysis)	
HWD Unit & Operator (4 hour minimum)	\$415.00/hour
Mobilization and Traffic Control	On request

IX. ROOFING

Services of Senior Roofing Technician	\$65.00/hour
Services of Roofing Technician	54.00/hour
Roof Sample Analysis – Quantitative	
Asphalt, No Gravel	Minimum 200.00/each
Asphalt, Gravel	Minimum 250.00/each
Coal Tar, Gravel	Minimum 320.00/each

X. METALS

Witnessing of Welder Qualifications Test or	
AWS Certified Welding Inspector	\$65.00/hour
AWS Certified Associate Welding Inspector	55.00/hour
Anchor Bolt Load Testing Equipment	75.00/day
Skidmore Wilhelm Bolt Testing Equipment	75.00/day

Ultrasonic Examination of Welds	65.00/hour
Ultrasonic Equipment and Consumables	100.00/day
Magnetic Particle or Dye Penetrant Examination.....	65.00/hour
Magnetic Particle or Dye Penetrant Materials.....	Cost
AWS or ASME Welder Qualifications (Guided Bend Tests or Radiography)	
Pipe	110.00/each
Plate	65.00/each*
Weld Procedure Qualification AWS	350.00/each*
ASME	375.00/each*
Tensile, Yield and Elongation Test	75.00/each*

* Excluding machining, sample preparation and base metal costs, if required.

XI. AGGREGATES

Sieve Analysis (ASTM C 136)	\$65.00/each
Analysis of Material finer than #200 Sieve (ASTM C 117)	40.00/each
Combined Items 1 and 2	80.00/each
Organic Impurities - Colorimetric (ASTM C 40).....	40.00/each
Lightweight Particles or Chert Analysis (ASTM C 123) :	
Fine	75.00/each
Coarse.....	135.00/each
Chert	135.00/each
Clay Lumps (ASTM C 142).....	50.00each
Soundness (ASTM C 88) (5 cycles)	300.00/each
Large Size Aggregate	325.00/each
Abrasion (ASTM C 131)	185.00/each
Large Size Aggregate	225.00/each
Organic Impurities - Mortar Strength (ASTM C 87).....	425.00/each
Specific Gravity (ASTM C 127 or 128)	50.00/each
Absorption Analysis (ASTM C 127 or 128).....	50.00/each
Unit Weight (ASTM C 29).....	50.00/each
Specific Gravity and Absorption combined (ASTM C 127 or 128).....	65.00/each
Percentage Particles Less Than 1.95 Gr. Gravity (AASHTO T 150).....	On Request
Scratch Hardness Test	50.00/each
Freeze thaw (AASHTO T-103)	625.00/each
Flat and Elongated Particles	120.00/each
Crushed Particle Determination	80.00/each
Bulk Impregnated Specific Gravity	300.00/each

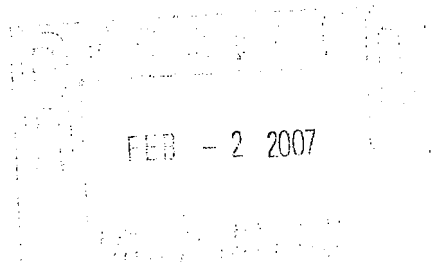
XII. ASPHALT

Extraction (ASTM D 2172) (includes gradation)	\$140.00/each
Extraction only.....	90.00/each
Asphalt Cement by Ignition (including gradation).....	130.00/day
Marshall Density Specimens (ASTM 2726) (already mixed).....	35.00/each
Set of 3 samples.....	90.00/set
Marshall Stability Flow and Density Specimens (ASTM D 1559) (already mixed).....	45.00/each
Set of 3 samples.....	120.00/set
Core Density (field cut).....	25.00/each
Asphalt Design Mix Review (Marshall Method).....	300.00/design
Three Point Marshall Curve (including laboratory	
mixed asphalt with 9 stability, flow and density tests)	690.00/set
Additional Point	175.00
Hveem Stability and Density (ASTM D 1560) (already mixed) (Set of 3 samples)	130.00/set
Super Pave Molded Density Specimens (Set of 3 samples).....	175.00/set
Penetration and Specific Gravity (ASTM D 5)	75.00/each
In-place Asphalt Density with nuclear testing unit (equipment only).....	40.00/day
Bitumen Softening Point.....	57.50/each
Asphalt Coring - person.....	55.00/hour
1) Core Drilling Machine	70.00/day
2) Generator	50.00/day
Strength Retention Test.....	500.00/test
Theoretical Maximum Specific Gravity (ASTM D 2041)	100.00/test

Abson recovery	650.00/test
Viscosity of Bituminous Materials (Kinematic).....	100.00/test
Absolute.....	100.00/test
FAA Moisture in Mix.....	75.00/test

XIII. CONCRETE AND MASONRY

Concrete or Mortar Mix Verification	\$275.00/each
Laboratory Concrete Trial Batch (with cylinders).....	500.00/minimum
Laboratory Concrete Trial Bath (with beams).....	750.00/minimum
Initial setting time (ASTM C 403) (already mixed).....	300.00/each
Compressive Strength of Cylinder (ASTM C 39).....	14.00/each*
Special capping for irregular surface (contractor made)	10.00/each
Trimming for capping (diamond saw, if required)	15.00/cut
Strip and cured test cylinders, not tested	14.00/each
<i>*This includes one copy of report sent to three locations.</i>	
Flexural Strength of Concrete Beam	60.00/each
(Cleaning charges in addition where applicable)	
Splitting Tensile Test (6" Cylinders).....	40.00/each
Concrete coring - technician.....	55.00/hour
a. Core drilling machine.....	70.00/day
b. Generator	50.00/day
c. Diamond bit wear per inch depth (1" steel = 12" concrete)	
3-5 inch diameter core.....	4.00/inch
5-7 inch diameter core.....	5.00/inch
Concrete core density, measurement and strength.....	45.00/core
Trimming (diamond saw)	10.00/cut
Compressive Strength and Dimensions of Masonry	
Block Units ASTM C 140 (minimum of 3)	
Depending on size and quantity	45.00 to 85.00/each
Net Area, Absorption, Specific Gravity and Moisture	
Content of Masonry Block (ASTM C 140)	75.00/block
Lineal Drying Shrinkage of Masonry Block (ASTM C 426)	275.00/each
Compressive Strength of Masonry Block Prism (Hollow).....	150.00/each
Compressive Strength of Masonry Block Prism (filled with grout)	On Request
Compressive Strength of 3x6 inch Grout Prism (NC MA - TEK 234)	30.00/each
Compressive Strength of 2 inch Mortar Cube or	
3 inch diameter cylinder.....	30.00/each
Laboratory Mortar, Trial Batch (does not include testing cubes).....	350.00/each
Mortar Flow Test (ASTM C 270).....	65.00/test
Mortar Water Retention Test (ASTM C 270).....	220.00/test
Air Content of Mortar in the Laboratory (Chace Meter).....	44.00/test
Efflorescence Test	150.00/each
Each additional concurrently tested material.....	100.00/each
Chloride ion content of concrete	
(submitted sample prepared through #50 sieve)	
James Meter	60.00/each
AASHTO Titration	60.00/each
Rapid chloride permeability of concrete - 4 inch diameter sample,	
includes sawing to length but no special curing	225.00/each
Rapid cure by boiling procedure.....	100.00/each



GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terracon (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided and to the extent that any such claim, damage, loss or expenses, is caused by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter

within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned


Term. 2007

In the County Commission of said county, on the 1st day of March 20 07


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

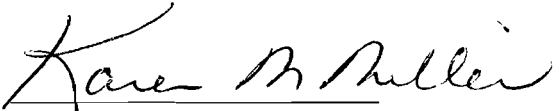
Now on this day the Boone County Commission of the County of Boone does hereby approve the proposal for consultant services with Malicoat-Winslow Engineers, P.C. for the Boone County Jail Corsair Door Locking System – Fee Proposal. It is further ordered the Presiding Commissioner is authorized to sign said contract.

Done this 1st day of March, 2007.


Kenneth M Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 1 day of March, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Malicoat-Winslow Engineers, P.C.

Project/Work Description: Boone County Jail Corsair Door Locking System – Fee Proposal

Proposal Description: See attached Request for Proposal dated January 19, 2007, issued by David Mink and Scope of Work and Fee Schedule issued by Malicoat-Winslow Engineers, P.C.

Modifications to Proposal: Fees and expenses shall not exceed \$8,400.00 without prior written approval of Owner.

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

MALICOAT-WINSLOW ENGINEERS, P.C.

BOONE COUNTY, MISSOURI

By Fred Malicoat
Title V.P.

By [Signature]
Presiding Commissioner

Dated: 3-7-07

Dated: 3/1/07

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

Wendy S. Noveck
County Clerk

APPROVED:

CERTIFICATION:

David Mink
Director, Boone County 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 of such appropriation sufficient to pay the costs arising from this contract.
Jaime E. Pitchford 2/20/07
Auditor by [Signature] Date

MALICOAT-WINSLOW ENGINEERS, P.C.
5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E.
573-875-1300 EXT 22

MECHANICAL AND ELECTRICAL ENGINEERS
email: info@mwengrs.com
Fax 573-875-1305

CARROLL E. WINSLOW, P.E.
573-875-1300 EXT 23

February 6, 2007

Mr. David Mink, P.E.
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201-9711

Re: Boone County Jail Corsair Door Locking System – Fee Proposal

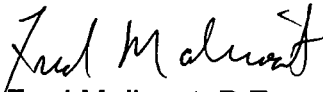
Dear David:

Our office has prepared the following fee for professional services for this project. Our fee is based upon the scope of work outlined in your Request for Proposal dated January 19, 2007.

We propose to perform these services for the sum of Eight Thousand Four Hundred Dollars, and no cents. (\$8,400.00)

David, if you have any questions, or concerns regarding our fee proposal, please do not hesitate to contact our office.

Sincerely,


Fred Malicoat, P.E.
FM:rl

FEB 09 2007

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Request for Proposal – Engineering Services January 19, 2007

Project Name: Boone County Jail Corsair Door Locking System

The Facility Maintenance Division of the Boone County Public Works Department invites Malicoat-Winslow Engineers, PC to submit a proposal to provide engineering services for the upgrade of the Corsair Door Locking System at the Boone County Jail. It is desired to have the proposal no later than February 9, 2007.

A concept meeting for this project was held on January 18 at the Sheriff's Administrative Building. The meeting was attended by Fred Malicoat, Roger Linneman, both with Malicoat-Winslow, Don Vandenberg with J. Lois Crum, and from the County, Presiding Commissioner Ken Pearson, Sheriff Dwayne Carey, Warren Brewer, Bob Davidson, Bob Schwartz, and David Mink. It was explained at this meeting that the Corsair system is a computerized system that allows one operator to control the door locks from one screen. The existing system is approximately 16 years old being original to the building and is now obsolete and difficult to maintain. The understanding is that this project would not be a total replacement but rather an upgrade of the existing system which must continue to interface with the Dukane Intercom system and the Simplex Fire Alarm system. With these parameters, the specifications for the upgrade would be proprietary and it was felt that the best strategy would be to solicit a proposal from the vendor which could be awarded as sole-source. We are seeking assistance to negotiate with the vendor as they develop the proposal for the needed upgrades and certify that their proposed work is necessary, comprehensive, and reasonable.

Scope of Work

The consultant shall provide the necessary services, including but not limited to:

1. Coordinate with Corsair vendor and request a proposal for the needed upgrades.
2. Schedule and attend pre-proposal meeting with FM Manager and Sheriff's representative.
3. Review proposal to determine that the proposed work is necessary, comprehensive, and reasonable and meets all requirements such as building permits and prevailing wage.
4. Submit letter report with Corsair proposal recommending and justifying sole-source award.
5. Include two site visits during installation – review contractor requests for payment.
6. Conduct "punch list" tour at substantial completion and confirm proper corrective action.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 1st day of March 20 07

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

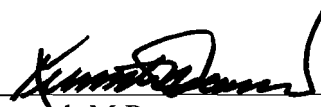
Now on this day the Boone County Commission of the County of Boone does hereby approve the following budget revision to cover various FY2006 class 1 (personnel) appropriations exceeded.

Department Name and Account Number	Amount of Decrease	Amount of Increase
1360-10100 – Salary & Wages		\$ 56.00
1710-10100 – Salary & Wages	\$ 56.00	
1720-10110 –Overtime		\$ 8,616.00
1720-23850 – Minor Equip & Tools	\$998.00	
1720-37200 - Seminars/Conf	\$1,250.00	
1720-59000 – Motor fuel/Gasoline	\$ 1,348.00	
1720-70050 – Software Services	\$500.00	
1720-71101 – Professional Services	\$1,000.00	
1720-91302 – Computer Software	\$3,520.00	
1126-10100 – Salary & Wages		\$263.00
1126-23850 – Minor Equip & Tools	\$263.00	
1131-10500 – 401A Match		\$271.00
1131-23000 – Office Supplies	\$271.00	

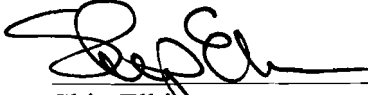
Done this 1st day of March, 2007.

ATTEST:


 Wendy S. Nofen
 Clerk of the County Commission


 Kenneth M Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner