

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the 10th day of January 20 08

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


Now on this day the County Commission of the County of Boone does hereby approve the following consultant agreements:

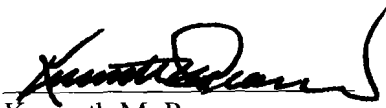
- Bartlett & West, Inc.
- HDR Engineering, Inc.
- Mitzel & Associates
- Olsson Associates
- Shafer, Kline & Warren
- The Larkin Group

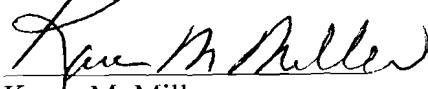
It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

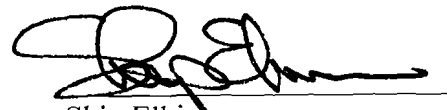
Done this 10th day of January, 2008.

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 10th day of January, 2008, 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 Bartlett & West, 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.

BARTLETT & WEST, INC.

By John T. Conway

Title LOCATION MANAGER

Dated: 12-21-07

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 1/10/08

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.

[Signature] 1/3/08 No encumbrance
Auditor By cgy Date required

BARTLETT & WEST ENGINEERS, INC.
2008 SCHEDULE OF HOURLY CHARGES
Effective January 1st, 2008

Engineer IX/Landscape Arch IX	\$170.00
Engineer VIII/Landscape Arch VIII	150.00
Engineer VII/Landscape Arch VII	130.00
Engineer VI/Landscape Arch VI	120.00
Engineer V/Landscape Arch V	110.00
Engineer IV/ Landscape Arch IV	100.00
Engineer III/Landscape Arch III	90.00
Engineer II/Landscape Arch II	80.00
Engineer I/Landscape Arch I	70.00
Engineering Technician IX	\$140.00
Engineering Technician VIII	110.00
Engineering Technician VII	90.00
Engineering Technician VI	80.00
Engineering Technician V	70.00
Engineering Technician IV	60.00
Engineering Technician III	50.00
Engineering Technician II	45.00
Engineering Technician I	40.00
Surveyor VII	\$117.00
Surveyor VI	105.00
Surveyor V	92.00
Surveyor IV	82.00
Surveyor III	73.00
Surveyor II	65.00
Surveyor I	57.00
Survey Technician V	\$60.00
Survey Technician IV	52.00
Survey Technician III	46.00
Survey Technician II	42.00
Survey Technician I	40.00
Field Representative VIII	\$98.00
Field Representative VII	88.00
Field Representative VI	78.00
Field Representative V	66.00
Field Representative IV	60.00
Field Representative III	52.00
Field Representative II	47.00
Field Representative I	40.00
Administrator IV	\$85.00
Administrator III	76.00
Administrator II	66.00
Administrator I	58.00
Administrative Technician IV	\$54.00
Administrative Technician III	46.00
Administrative Technician II	39.00
Administrative Technician I	34.00

BARTLETT & WEST, INC.

**SCHEDULE OF REIMBURSABLE COSTS/CHARGES
EFFECTIVE JAN. 1, 2008**

<u>DESCRIPTION</u>	<u>CHARGE AMOUNT</u>	<u>UNIT</u>	<u>EXP CODE</u>
REPRODUCTION			
Blackline Prints			
Bond, Full Size - 24x36	\$ 1.00	Each	PBOND1
Bond, Half Size Reduction - 11x17	\$ 0.70	Each	PBOND 1/2
Vellum, Full Size - 24x36	\$ 6.00	Each	PVELLUM
Mylar, Full Size - 24x36	\$ 12.00	Each	PMYLAR
Photocopies			
Black & White - up to 11x17	\$ 0.15	Each	COPIES
Small Size Color Copies , 8.5x 11	\$ 0.90	Each	CCOPY
Large Size Color Copies, > 8.5x 11	\$ 1.50	Each	CCOPYLG
Scan			
Small Scan - 8.5 x 11 (Black/Color)	\$ 0.12	Each	PGSCAN
Full Size Scan - 24x36 -(Black)	\$ 2.00	Each	SCAN
Full Size Scan - 24x36 - (Color)	\$ 5.00	Each	SCANC
Inkjet Plotters - 24x36			
Bond (Black)	\$ 1.50	Lin. Ft.	PLOT
Bond (Color)	\$ 2.50	Lin. Ft.	PLOTCT
Vellum (Black/Color)	\$ 3.00	Lin. Ft.	PLOTV
Mylar (Black/Color)	\$ 6.00	Lin. Ft.	PLOTM
LAMINATING/MOUNTING			
Laminating - 8.5x11	\$ 1.00	Each	LAMIN
SYSTEMS & SOFTWARE APPLICATIONS			
CAD/CADD Software Applications (ArcView, AutoCAD, LDD, GEOPAC etc.)	\$ 6.50	Hour	CADD
GIS Software Applications High End ESRI products (ArcInfo, ArcEditor, ArcSDE)	\$ 15.00	Hour	GIS
Static Application Site Hosting	\$ 100.00	Month	HOST
Data Driven Application Site Hosting	\$ 150.00	Month	HOSTDATA
FIELD EQUIPMENT & MATERIALS			
Auto Total Station Equipment	\$ 10.00	Hour	ATS
Nuclear Density Testing Equipment	\$ 20.00	Hour	NUCLEAR
FIELD EQUIPMENT & MATERIALS (cont.)			
GPS Equipment			
Survey Grade	\$ 25.00	Hour	GPSS
Mapping Grade	\$ 10.00	Hour	GPMS
Staking Materials			
Lath & Flats (1x2x16)	\$ 0.40	Each	LATH/FLAT

BARTLETT & WEST, INC.

**SCHEDULE OF REIMBURSABLE COSTS/CHARGES
EFFECTIVE JAN. 1, 2008**

<u>DESCRIPTION</u>	<u>CHARGE AMOUNT</u>	<u>UNIT</u>	<u>EXP CODE</u>
Hubs (2x2x12)	\$ 0.45	Each	HUBS
Iron Pins	\$ 1.35	Each	IRONPIN
Wire Flags	\$ 0.25	Each	WIREFLAG
VEHICLES			
Trucks, Cars, SUV's - all vehicles	\$ 0.485 to \$ 0.56	Mile	varies
ATV (All Terrain Vehicle)	\$ 45.00	Day	ATV
ATV (All Terrain Vehicle) incl. Trailer	\$ 75.00	Day	ATVT
MISCELLANEOUS			
Fax Transmissions	\$ 0.50	Page	FAX
Per Diem	Per established Per Diem	Day	

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10th day of January, 2008, 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 HDR Engineering, 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.

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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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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.

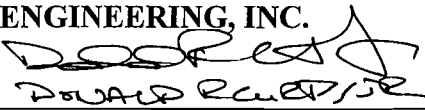
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

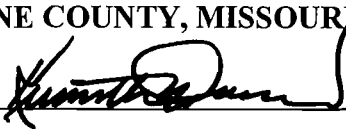
HDR ENGINEERING, INC.

By 
DONALD RUEDIGER

Title VICE PRESIDENT

Dated: 12-21-07

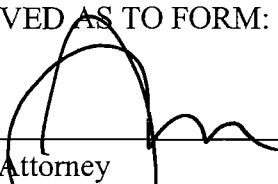
BOONE COUNTY, MISSOURI

By 

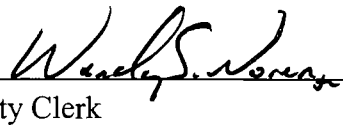
Presiding Commissioner

Dated: 1/10/08

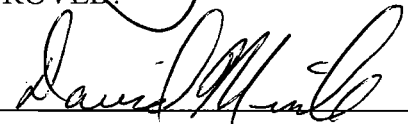
APPROVED AS TO FORM:


County Attorney

ATTEST:

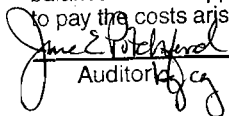

County Clerk

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.

 1/3/08 No encumbrance
Auditor Date required

FEE SCHEDULE 2008

Project Principal	\$210.00 - \$250.00
Senior Project Manager	\$190.00 - \$230.00
Project Manager	\$145.00 - \$190.00
Senior Process Engineer	\$145.00 - \$190.00
Process Engineer	\$115.00 - \$145.00
Architect	\$100.00 - \$230.00
Senior Structural Engineer	\$145.00 - \$190.00
Structural Engineer	\$80.00 - \$145.00
Senior Electrical Engineer	\$145.00 - \$190.00
Electrical Engineer	\$105.00 - \$145.00
Senior Mechanical Engineer	\$145.00 - \$190.00
Mechanical Engineer	\$105.00 - \$145.00
GIS Personnel	\$70.00 - \$115.00
Senior Technician	\$80.00 - \$115.00
Technician	\$80.00 - \$105.00
Senior Drafter	\$80.00 - \$105.00
Drafter	\$40.00 - \$80.00
Senior Support Staff	\$75.00 - \$105.00
Administration Personnel	\$40.00 - \$75.00

REIMBURSABLES

Copies 8.5 x 11 B/W	\$0.07 Per Copy
Copies 8.5 x 11 Color	\$0.60 Per Copy
Copies 11 x 17 Color	\$1.20 Per Copy
Computer	\$3.70 Per DL Hour
Travel	\$0.505 Per Mile
Phone	Cost
Mapping	Cost



GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10th day of January, 2008, 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 Mitzel and Associates (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.

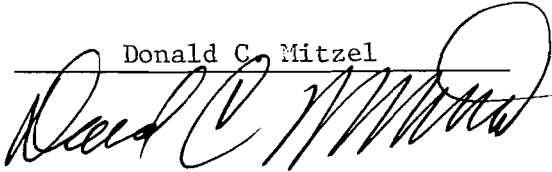
12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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.

MITZEL AND ASSOCIATES

By Donald C. Mitzel



Title President

BOONE COUNTY, MISSOURI

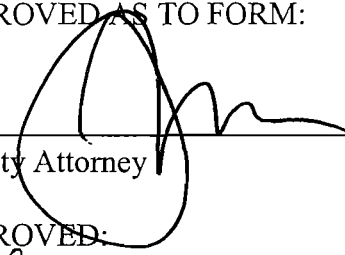
By 

Presiding Commissioner

Dated: 1-1-2008

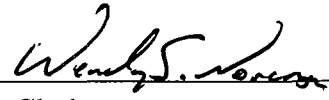
Dated: 1/10/08

APPROVED AS TO FORM:



County Attorney

ATTEST:



County Clerk

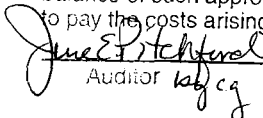
APPROVED:



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.

 1/3/08 No encumbrance required
Auditor lab/cg Date

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10th day of January, 2008, 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 Olsson Associates (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.

OLSSON ASSOCIATES

By [Signature]

Title Vice President

Dated: 12/10/07

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 1/10/08

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.

[Signature] 4/3/08 No encumbrance
Auditor Date required

KC 2008 Rate Schedule

<u>Category</u>	<u>Description</u>	<u>Billing Rate</u>
1	Chief Executive Office	445.00
2	Chief Operations Officer	334.00
3	Corporate Pilot	0.00
4	President	0.00
100	Regional Manager	0.00
101	Team Leader	173.00
102	Group Leader	151.00
103	Client Manager	150.00
104	Senior Engineer	155.00
105	Senior Project Engineer	140.00
106	Project Engineer	121.00
107	Associate Engineer	95.00
108	Assistant Engineer	82.00
109	Student Engineer	52.00
125	Senior Landscape Architect	128.00
126	Senior Project Landscape Architec	111.00
127	Senior Architect	0.00
128	Project Landscape Architect	97.00
129	Associate Landscape Architect	77.00
130	Assistant Landscape Architect	62.00
149	Senior Planner	130.00
150	Senior Project Planner	111.00
151	Project Planner	97.00
152	Assistant Planner	66.00
153	Associate Planner	78.00
175	Senior Scientist	126.00
176	Senior Project Scientist	107.00
177	Project Scientist	93.00
178	Associate Scientist	76.00
179	Assistant Scientist	64.00
200	Senior Surveyor	99.00
201	Surveyor	81.00
202	Associate Surveyor	64.00
203	Assistant Surveyor	49.00
204	1-Man Survey Crew w/ GPS	0.00
205	2-Man Survey Crew w/ GPS	0.00
206	2-Man Support Crew	0.00
225	Technical Manager	114.00
226	Design Associate	98.00
227	Design Technician	79.00
228	Senior Technician	70.00
229	Associate Technician	59.00
230	Assistant Technician	48.00
231	Student Technician - Level 1	40.00
232	Student Technician - Level 2	52.00
233	Student Technician - Level 3	61.00
260	Senior Construction Services	143.00
261	Senior Project Construction Servi	124.00
262	Project Construction Services	108.00
263	Associate Construction Services	93.00
264	Assistant Construction Services	79.00
27	Business Development Leader	150.00
28	Business Development Consultant	0.00
29	Business Operations Manager	0.00
31	Facilitation Specialist	125.00
32	Administrative Area Leader	132.00
33	Administrative Manager	95.00

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10th day of January, 2008, 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 Shafer, Kline & Warren (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.

SHAFER, KLINE & WARREN

By f. Kenny Rumb

Title OFFICE MANAGER

Dated: 11-16-07

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 1/10/08

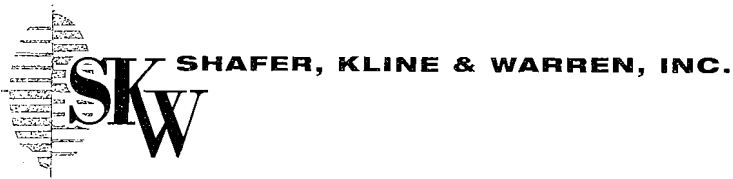
ATTEST:

[Signature]
County Clerk

CERTIFICATION:

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

[Signature] 1/3/08 No encumbrance
Auditor Date required



HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170	Secretarial/Clerical	\$55
Associate	150	Engineering Technician V	105
Engineer V	135	Engineering Technician IV	95
Engineer IV	125	Engineering Technician III	80
Engineer III	115	Engineering Technician II	70
Engineer II	100	Engineering Technician I	60
Engineer I	90	Drafter	55
Landscape Architect IV	125	Construction Observer IV	90
Landscape Architect III	110	Construction Observer III	85
Landscape Architect II	100	Construction Observer II	75
Landscape Architect I	85	Construction Observer I	65
Landscape Design	70	Registered Land Surveyor II	110
Planner IV	120	Registered Land Surveyor I	95
Planner III	110	Survey Crew	160
Planner II	100	Survey Rodperson	55
Planner I	85	Survey Technician V	100
GIS Consultant IV	115	Survey Technician IV	90
GIS Consultant III	100	Survey Technician III	80
GIS Consultant II	85	Survey Technician II	70
GIS Consultant I	70	Survey Technician I	60
Controls Technician III	90		
Controls Technician II	80		
Controls Technician I	60		
Photogrammetrist	90		
Administrative Assistant	70		

Equipment Costs (Hourly Rate)

GPS Survey Receiver	\$20
High Definition Scanner	\$150

Note #1

The hourly rate shown for Survey Crews includes stakes, flagging, iron bars and other miscellaneous materials.

Note #2

All reimbursable expenses incurred on a project will be charged at a rate of direct cost plus 10% to cover administrative overhead. Direct cost of passenger car mileage will be at the standard rate established by the Internal Revenue Service and in effect at the time the expense is incurred. Direct cost of truck/van mileage will be at the IRS standard passenger car rate, plus 20%. Plotting and reproduction will be charged at \$0.50 per square foot for all media except photographic glossy, which will be charged at \$1.00 per square foot. Color copies will be charged at \$0.80 per 8.5 x 11 sheet and \$1.60 per 11 x 17 sheet. Subcontract expenses will be charged at quoted prices with no markup.

Effective July 1, 2007

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10th day of January, 2008, 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 The Larkin 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.

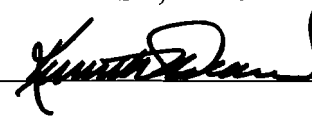
THE LARKIN GROUP

By 

Title Vice President

Dated: 12/28/07

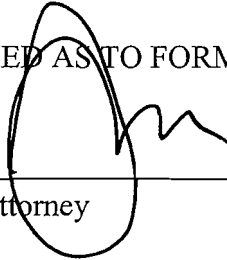
BOONE COUNTY, MISSOURI

By 

Presiding Commissioner

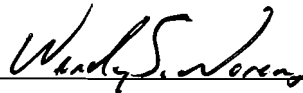
Dated: 1/10/08

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.

Jane E. P. Ethel 1/3/08 No encumbrance
Auditor of CG Date required

LARKIN GROUP, INC
Billing Rate Schedule
Rates for January 1, 2008

Professional Services	BILLING RATE RANGE		
PRINCIPAL	\$160	to	\$210
ASSOCIATE	\$95	to	\$155
ASSOCIATE ENGINEER	\$90	to	\$120
ENVIRONMENTAL SCIENTIST	\$70	to	\$110
INTERN ENGINEER/ENGINEER IN TRAINING (IE/EIT)	\$70	to	\$100
PROJECT REPRESENTATIVE	\$60	to	\$100
DESIGN TECHNICIAN	\$80	to	\$120
CAD TECHNICIAN	\$50	to	\$90
LAND SURVEYOR	\$85	to	\$115
SURVEY PARTY CHIEF	\$60	to	\$80
ROD-INSTRUMENT OPERATOR	\$55	to	\$70
PROJECT RELATED SUPPORT SERVICES	\$45	to	\$100

Salary adjustments normally occur at approximately the end of each calendar year.

Equipment Charges:

AUTOMOBILE MILEAGE	\$ 0.505/mile
SURVEY VEHICLE MILEAGE	\$ 0.60/mile
GLOBAL POSITIONING SYSTEM	\$ 25.00/hour

REVISED @
11/28/07

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 08

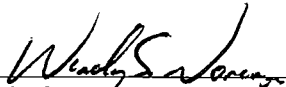
In the County Commission of said county, on the 10th day of January 20 08


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

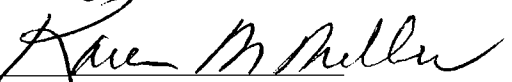
Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Engineering Surveys and Services for Autumn Drive Drainage Improvements. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 10th day of January, 2008.

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 10th day of January, 2008, 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: ENGINEERING SURVEYS AND SERVICES

Project/Work Description: AUTUMN DRIVE DRAINAGE IMPROVEMENTS

Proposal Description: See attached Scope of Services and Fee Schedule dated December 6, 2007 and issued by Engineering Surveys and Services

Modifications to Proposal: Fees and expenses shall not exceed \$25,000.00 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.

ENGINEERING SURVEYS AND SERVICES

BOONE COUNTY, MISSOURI

By [Signature]
Title Vice Pres - Engineering

By [Signature]
Presiding Commissioner

Dated: 1/18/08

Dated: 1/10/08

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.

[Signature] 1/7/08
Auditor by [Signature] Date 2045-71102

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Materials Laboratories

DEC -7 2007

Larry L. Hendren, PE, RG
David A. Bennett, PE
Timothy J. Reed, PLS
Morton L. Ratliff, PLS
Bruce A. Dawson, PE
Richard J. Rolsing, PE

Randall A. Lee, PE, RG
Timothy J. O' Connor, PE
Benjamin A. Ross, PE, PTOE
Clifford S. Jarvis, PE
Zachary K. Thomas, PE
Matthew A. Kriete, PE

December 6, 2007

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499
E-Mail ess@ess-inc.com
<http://www.ess-inc.com>

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

RE: Professional Services Proposal
Autumn Drive
Drainage Improvements
Boone County, Missouri

Dear Mr. Mink:

Thank you for the opportunity to submit this proposal for design work at the referenced project.

The project consists of installing a new storm sewer system to replace the existing inlets and pipes at the low point in the street in front of the house at 5519 Autumn Drive; improving the emergency overflow channel between the houses at 5519 and 5537 Autumn Drive, if possible; and improving the storm water conveyance capacity of the channel behind 5519, 5537 and 5555 Autumn Drive. An evaluation of the pavement drainage system of the entire watershed draining to this point is also included. However, no other storm sewer system improvements are included in this project. We understand our scope of work to include:

Topographic and Boundary Survey Our survey crews will collect topographic survey and utility data at the existing Type A curb inlets, in front of and between the houses at 5519 and 5537 Autumn Drive. The survey will extend back to the existing channel behind these houses and northward behind 5555 Autumn Drive. Finish floor elevations and building opening elevations on these houses will be collected. A title search will be performed by a local title company to identify current property owners and any easements of record on these properties. The boundary lines will be determined to assist in writing legal descriptions for new easements.

Roadway centerline elevations will be collected on the streets within the watershed draining to these inlets in order to evaluate the storm water width of spread during the design storm. This data will be presented on a drainage area map included in the drawings.

State and Federal Permits We will submit a request for jurisdictional determination and Department of the Army Section 404 permit application to the U.S. Army Corps of Engineers for the work in the existing stream channel behind 5537 and 5555 Autumn Drive. If the Corps asserts jurisdiction on this channel, we anticipate the drainage improvement work will

Mr. Mink
December 6, 2007
Page 2

be included under Nationwide Permit 3 (Maintenance). We have not included time or fees in the proposed design schedule for an individual permit approval process.

Drainage System Design New Type M curb inlets and storm sewer pipes will be designed in accordance with current Boone County Public Works regulations. The overflow channel between 5519 and 5537 Autumn Drive will be evaluated and improvements to protect the adjacent homes from the 100 year rain event will be considered. Channel grading to improve the stormwater conveyance and eliminate low spots that pond water downstream of the existing storm sewer outflow pipe will be designed behind 5537 and 5555 Autumn Drive. Plan-profile sheets, detail sheets, a stormwater drainage map and calculations will be prepared.

Project Meetings Project meetings at the 50%, 75% and 95% stage as described in the request for proposal will be scheduled and participated in with County and utility company representatives. Drawings, legal descriptions, exhibits, specifications and engineer's estimates of probable construction cost, as required, will be submitted prior to each meeting.

With a notice to proceed by January 14, 2008, we propose the following schedule:

50% Design and Utility Coordination Meeting	February 25, 2008
75% Submittal to Boone County Public Works	March 10, 2008
95% Review Meeting with Boone County Public Works	March 31, 2008
100% Final Plans to Boone County Public Works	April 21, 2008
Plans submitted to Purchasing	May 12, 2008

Our fee for this service shall not exceed \$25,000. Final billing will be from the attached fee schedule on a time expended basis.

Please contact me if you have any questions concerning this proposal or if you need additional information. Once again, we look forward to putting our more than 50 years of experience in Boone County to work for you.

Sincerely,



Benjamin A. Ross, P.E., PTOE

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Materials Laboratories

Larry L. Hendren, PE, RG
David A. Bennett, PE
Timothy J. Reed, PLS
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Clifford S. Jarvis, PE
Zachary K. Thomas, PE
Matthew A. Kriete, PE

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499
E-Mail ess@ess-inc.com
<http://www.ess-inc.com>

HOURLY FEE SCHEDULE

January 1, 2008

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$110.00-120.00/hour
Registered Professional Engineer	\$ 90.00-100.00/hour
Registered Professional Land Surveyor	\$ 85.00-100.00/hour
Project Surveyor	\$ 60.00-80.00/hour
Engineer In Training	\$ 65.00-80.00/hour
Engineering Technician	\$ 40.00-48.00/hour
CAD Operator	\$ 40.00-55.00/hour
Secretary	\$ 40.00-45.00/hour
2 Man Field Crew	\$130.00-170.00/hour
3 Man Field Crew	\$140.00-210.00/hour
Computer	\$ 50.00/hour
EDM Equipment	\$100.00/day
Global Positioning System Equipment	\$200.00/day
Drill Rig	\$ 85.00-\$150.00/hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.50/mile

NOTES

1. The exact rate for field crew depends upon the composition of the crew involved.
2. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
3. Overtime charges at 1.4 times above rates.

Other Offices
Jefferson City, Missouri • Sedalia, Missouri

REQUEST FOR PROPOSAL--ENGINEERING SERVICES

Project Name: Autumn Drive - Drainage Improvements

The Boone County Public Works Department (BCPW) desires to select an engineering consultant for the purposes of developing construction plans and specifications for the above stated project. The BCPW invites Engineering Surveys and Services, Inc. to submit a proposal to provide design services for the future drainage improvements of this roadway. If interested, please contact BCPW to schedule a site visit prior to submittal of a proposal. BCPW requests that a response to this request be submitted by April 16, 2007. If this time frame cannot be met please let us know as soon as possible.

The primary scope of professional engineering services is to develop construction plans and specifications to improve the drainage system along Autumn Drive to adequately handle a 10-year design storm. The design should also include an evaluation of the overflow patterns associated with a 100-year design storm and how it relates to the existing buildings in this area. Currently this area consists of two Type A curb inlets, an approximate 15-inch CMP under the roadway, and a 24-inch CMP outflow pipe. If deemed appropriate, this project may be bid jointly with the Clearview/Hackberry drainage improvements project currently under design by Engineering Surveys and Services, Inc.

CONSTRUCTION PLANS - SCOPE OF WORK

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

1. Provide all necessary field survey of topography and land ownership information.
2. Obtain all required permits and approvals from the state and federal agencies.
3. Provide final construction plans and technical specifications necessary to bid and construct the project, including project quantities. Plan sheets could include, but are not limited to: a cover sheet, plan and profile sheets, detail sheets, traffic control sheets, a stormwater drainage map, and a stormwater calculations sheet. The plans shall conform to all existing County utility agreements and the requirements set forth in the Boone County Roadway Regulations.
4. A design schedule showing all pertinent dates in the design process, including the estimated date to Purchasing, prior to the start of design work. This schedule will be updated and submitted to the County for review at the following intervals: 50%, 75%, and 95% complete plans.
5. Schedule and participate in a utility meeting with the County and all utility companies within the project limits. Consultant shall submit a 50% complete set of plans to all utility companies and the County prior to the utility meeting for review and comment. Consultant shall incorporate all necessary utility/County comments into the plan set.

6. Submit a 75% complete set of plans to the County for review and comment. This set should show and be accompanied by all legal descriptions and exhibits necessary to start the easement/right of way acquisition process. Consultant shall incorporate all comments into the plan set as necessary.
7. Submit a 95% complete set of plans to the County for review and participate in a review meeting, following submission, scheduled by the County. All comments discussed at this meeting will be incorporated into the plan set and the consultant will provide final plans for County review a minimum of two weeks prior to the scheduled date to Purchasing.
8. Provide an engineer's estimate of probable construction costs with the submission of 50%, 75%, and 100% complete plans.
9. Participate in the pre-bid meeting, respond to contractor questions, and develop any necessary addendums. During construction the consultant shall respond to contractor questions, as necessary, and help resolve any plan discrepancies. Design work associated with change orders, not related to plan discrepancies, shall be billed to the County as per the Consultants previously approved billing rates.

Questions regarding the contents of this Request for Proposal should be directed to:

Shane S. Creech, P.E.
Manager of Design and Construction
Boone County Public Works
(573) 449-8515
screech@boonecountymo.org

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the

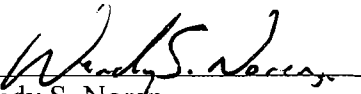
10th day of January 20 08


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

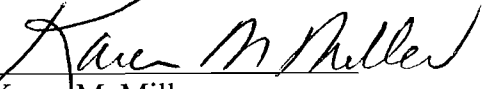
Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with All State Consultants, LLC for the Waco Road extension. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 10th day of January, 2008.

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 10th day of January, 2008, 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: ALL STATE CONSULTANTS, LLC

Project/Work Description: WACO ROAD

Proposal Description: See attached Scope of Services and Fee Schedule dated December 11, 2007 and issued by All State Consultants.

Modifications to Proposal: Fees and expenses shall not exceed \$57,375.37 overall without prior written approval of Owner, however; individual task estimates may be exceeded.

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.

ALL STATE CONSULTANTS, LLC

By [Signature]
Title PRESIDENT

Dated: 1/18/2008

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 1/10/08

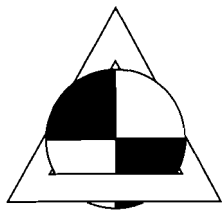
ATTEST:

[Signature]
County Clerk

CERTIFICATION:

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

[Signature] 1/7/08 2045-71102
Auditor by [Signature] Date



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

December 11, 2007

Mr. David Mink, PE
Director of Public Works
County of Boone
5551 Highway 63 South
Columbia, MO 65201

Re: Proposal for Design Engineering
WACO Road

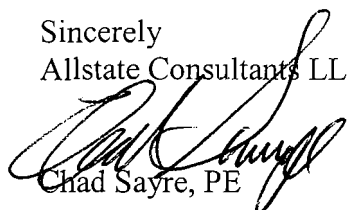
Dear Mr. Mink,

This letter is intended to provide you and your staff with a proposal for engineering services for the Waco Road extension. We would complete the project scope of work based on an "hourly not to exceed" contract. The scope of work includes the following items:

1. Topographic Survey
2. Existing Property Iron Locations
3. Utility Locates as Available
4. Hydraulic Analysis of Bear Creek Crossing with No-Rise Analysis
5. Army Corps Permit Applications
6. Preliminary Plan and Profile Sheets
7. Cross Section Preliminary Design
8. Horizontal Geometry Design and Interchange Geometrics
9. Geotechnical Borings at End Bents with Logs and Foundation Assumptions for Cost Estimate
10. General Elevations and Profiles of Proposed Creek Crossing Structure
11. Right of Way Plans with Acreages needed and Easements Needed
12. Legal Descriptions of Rights of Way and Easements
13. Allotment of Time for Meetings with Staff and Public
14. Preliminary Report, Plans, and Cost Estimate for Budgeting

We have attached a detailed hourly breakdown of tasks to include the aforementioned services. This proposal excludes bid documents preparation, final bridge design, and final plan preparation. Please review and call with any questions.

Sincerely
Allstate Consultants LLC



Chad Sayre, PE

**ATTACHMENT A
ESTIMATE OF COST**

**COUNTY OF BOONE - Public Works
WACO ROAD DESIGN**

DESIGN PHASE

ITEM DESCRIPTION	TECH 1 \$40	TECH 2 \$55	SURV 1/TECH 3 \$65	PE-1/SURV2 \$78	PE 2 \$88	PE3 \$98	ESTIMATED COST
PRELIMINARY ENGINEERING							
TASK A - PROJECT STARTUP							
A-1 FIELD REVIEW WITH STAFF	1	1	1	0	1	1	\$346.00
A-2 MEETINGS		1	1	0	0	1	\$218.00
A-3 CONTRACT APPROVAL	1	1	1	0	0	1	\$258.00
SUBTOTAL TASK A	2	3	3	0	1	3	\$822.00
TASK B - DATA COLLECTION/SPECIAL							
B-1 SPECIAL SURVEYS/TOPO SURVEY	16	40	40	8	8	8	\$7,552.00
B-2 CONTROL POINTS	2	8	8	2	0	0	\$1,196.00
B-3 UTILITIES RESEARCH/MEETINGS	2	0	2	0	0	2	\$406.00
B-4 ENVIRONMENTAL REVIEW	0	0	0	0	2	2	\$372.00
B-5 PREL. STAKE/SURVEY/SPECIAL SURVEYS	0	1	2	2	0	0	\$341.00
SUBTOTAL TASK B	20	49	52	12	10	12	\$9,867.00
TASK C - PRELIMINARY ANALYSIS/ETC							
C-1 COUNTY REQUIREMENTS AND REPORT	4	0	0	8	8	8	\$2,272.00
C-2 REVIEW REPORT	2	0	0	0	1	2	\$364.00
C-3 SUBMITTALS/MEETINGS	2	0	2	8	16	16	\$3,810.00
SUBTOTAL TASK C	8	0	2	16	25	26	\$6,446.00
TASK D - PRE. PLANS/CALCS/ETC							
D-1 COVER SHEET	1	2	4	1	2	1	\$762.00
D-2 PLAN AND PROFILE SHEETS/HYDRAULICS	4	2	40	2	80	40	\$13,986.00
D-3 CROSS SECTIONS/DETAILS	2	6	16	2	8	8	\$3,094.00
D-4 OVERALL PROJECT LAYOUT/EVALUATIONS	12	0	8	2	8	8	\$2,644.00
D-5 FIELD CHECK	4	4	4	2	4	4	\$1,540.00
D-6 SUBMITTALS/MEETINGS	2	6	0	2	4	4	\$1,310.00
D-7 PERMIT APPLICATIONS REVIEW COMMENT	2	2	2	2	9	8	\$2,052.00
D-8 PRELIMINARY GEOTECHNICAL BORINGS	16	8	8	8	9	16	\$4,584.00
SUBTOTAL TASK D	27	22	74	13	115	73	\$25,388.00
TASK E - RW PLANS/FIN. EASEMENT							
D-1 DESCRIPTIONS	1	2	16	16	8	4	\$3,534.00
D-2 SITE PLANS/MEETINGS	1	1	4	16	8	4	\$2,699.00
D-3 SUBMITTALS	1	16	8	4	8	4	\$2,848.00
SUBTOTAL TASK E	3	19	28	36	24	12	\$9,081.00

FIG. VI-1-10 (cont.)

DESIGN PHASE EST. - CONT.

VAL ENGINEERING							
TASK F- FINAL PLANS(W/REVISIONS)							
F-1 COVER SHEET	0	0	0	0	0	0	\$0.00
F-2 SITE PLANS/EXISTING/ETC	0	0	0	0	0	0	\$0.00
F-3 GENERAL DETAILS AND QUANTITIES	0	0	0	0	0	0	\$0.00
F-4 TRAFFIC CONTROL	0	0	0	0	0	0	\$0.00
F-5 GENERAL ELEVATIONS	0	0	0	8	8	8	\$2,112.00
F-6 FOUNDATIONS/TOWER/DETAILS/ALTERNATES	0	0	0	8	8	8	\$2,112.00
F-7 GEOTECH LOGS	16	0	0	0	8	8	\$2,128.00
F-8 STRUCTURAL SHEETS	0	0	0	0	0	0	\$0.00
F-9 PROSPECT SEWER CONNECTION PLANS	0	0	0	0	0	0	\$0.00
F-9 PLAN PROFILE SHEETS	0	0	0	0	0	0	\$0.00
F-10 MODOT CROSSING DETAILS	0	0	0	0	0	0	\$0.00
F-11SPECIAL MANHOLES SHEETS	0	0	0	0	0	0	\$0.00
F-12 SPECIAL PLAN SHEETS DETAILS	0	0	0	0	0	0	\$0.00
F-13 WATERLINE DETAILS	0	0	0	0	0	0	\$0.00
F-14 FINAL SUBMITTAL/MEETINGS/REVISIONS	0	0	0	0	0	0	\$0.00
F-15 SPECIFICATIONS AND CONTRACTS	0	0	0	0	0	0	\$0.00
SUBTOTAL TASK F	16	0	0	16	24	24	\$6,352.00
TASK G - BIDDING SERVICES							
G-1 NOTIFICATION	0	0	0	0	0	0	\$0.00
G-2 DISTRIBUTION	0	0	0	0	0	0	\$0.00
G-3 PREBID CONFERENCE	0	0	0	0	0	0	\$0.00
G-4 BIDDING	0	0	0	0	0	0	\$0.00
G-5 BID OPENING AND TABULATION	0	0	0	0	0	0	\$0.00
G-6 CONTRACTS	0	0	0	0	0	0	\$0.00
G-7 REVIEW SHOP DRAWINGS	0	0	0	0	0	0	\$0.00
G-8 PRECONSTRUCTION CONFERENCE	0	0	0	0	0	0	\$0.00
SUBTOTAL TASK G	0	0	0	0	0	0	\$0.00
TOTAL ESTIMATE OF HOURS FOR DESIGN	76	93	159	93	199	150	
	\$3,040	\$5,115	\$10,335	\$7,254	\$17,512	\$14,700	\$57,956.00
SUMMARY OF CHARGES FOR DESIGN							
AVERAGE DIRECT SALARY RATE	\$15.00	\$19.00	\$25.00	\$28.00	\$33.00	\$44.00	
TOTAL DIRECT SALARY	\$1,140.00	\$1,767.00	\$3,975.00	\$2,604.00	\$6,567.00	\$6,600.00	\$22,653.00
MULTIPLIER	1.9807	1.9807	1.9807	1.9807	1.9807	1.9807	
DIRECT SALARY * MULTIPLIER	\$2,258.00	\$3,499.90	\$7,873.28	\$5,157.74	\$13,007.26	\$13,072.62	\$44,868.80
FIXED FEE (15% OF DIRECT SALARY)	\$338.70	\$524.98	\$1,180.99	\$773.66	\$1,951.09	\$1,960.89	\$6,730.32
SUBTOTAL (DIRECT+MULTIPLIER+FIXED)	\$2,596.70	\$4,024.88	\$9,054.27	\$5,931.40	\$14,958.35	\$15,033.51	\$51,599.12
DESIGN EXPENSES							
GEOTECHNICAL							\$0.00
ARCHEOLOGICAL - LUMP SUM							\$0.00
MILEAGE @ .445 cents	500	150	150	150	150	150	\$556.25
COMPUTER \$10.00 per hour	\$456.00	\$558.00	\$954.00	\$558.00	\$1,194.00	\$900.00	\$4,620.00
PRINTING/REPRODUCTION - LUMP SUM							\$600.00
SUBTOTAL (EXPENSES)							\$5,776.25
TOTAL DESIGN PHASE							\$57,375.37

FIG. VI-1-10

CONSTRUCTION PHASE

TASK H - CONSTRUCTION SERVICES							
H-1 CONSTRUCTION STAKING	0	0	0	0	0	0	\$0.00
H-2 AS-BUILT SURVEY	0	0	0	0	0	0	\$0.00
H-3 CONSTRUCTION OBSERVATION	0	0	0	0	0	0	\$0.00
H-4 PRE-FINAL INSPECTION			0	0	0	0	\$0.00
H-5 FINAL INSPECTION			0	0	0	0	\$0.00
SUBTOTAL TASK G	0	0	0	0	0	0	\$0.00
TOTAL ESTIMATE OF HOURS FOR CONST.	0	0	0	0	0	0	
	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
SUMMARY OF CHARGES FOR CONST.							
AVERAGE DIRECT SALARY RATE	\$15.00	\$19.00	\$25.00	\$28.00	\$33.00	\$44.00	
TOTAL DIRECT SALARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MULTIPLIER	1.9807	1.9807	1.9807	1.9807	1.9807	1.9807	
DIRECT SALARY * MULTIPLIER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FIXED FEE (15% OF DIRECT SALARY)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL (DIRECT+MULTIPLIER+FIXED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION EXPENSES							
GEOTECHNICAL							
ARCHEOLOGICAL - LUMP SUM							\$0.00
MILEAGE @ .445 cents	0	0	0	0	0	0	\$0.00
COMPUTER (\$10.00 per hour)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PRINTING/REPRODUCTION - LUMP SUM							\$0.00
SUBTOTAL (EXPENSES)							\$0.00
TOTAL CONSTRUCTION PHASE							\$0.00
TOTAL PROJECT							\$57,375.37

FIG. VI-1-11

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 08

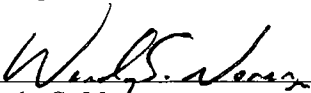
In the County Commission of said county, on the 10th day of January 20 08


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

Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Harrington & Cortelyou, Inc. for Thomas Hill Rd. over Thompson Branch Bridge – Drainage Improvements. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 10th day of January, 2008.

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

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 10th day of January, 2008, 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: HARRINGTON & CORTELYOU, INC

Project/Work Description: THOMAS HILL RD OVER THOMPSON BRANCH BRIDGE – DRAINAGE IMPROVEMENTS

Proposal Description: See attached Scope of Services and Fee Schedule dated December 27, 2007 and issued by Harrington & Cortelyou, Inc.

Modifications to Proposal: Fees and expenses shall not exceed \$32,400.00 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.

HARRINGTON & CORTELYOU, INC

BOONE COUNTY, MISSOURI

By Mark L Huck
Title Vice President

By [Signature]
Presiding Commissioner

Dated: 2/12/08

Dated: 1/10/08

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.

[Signature] 1/7/08 2045-71102
Auditor by cjs Date



December 27, 2007

Re: Consulting Engineering Services
Thomas Hill Road over Thompson Branch
Bridge 16900061 Drainage Improvements
HCI No. 959-20

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

Attn: Mr. Derin Campbell

Dear Mr. Mink:

We are pleased to submit the following proposal for engineering services related to the design and construction assistance on this project. We understand the intent is to replace the existing pipes with a new single span structure and to raise the road to reduce or eliminate the road being overtopped.

Scope of Services

1. Perform a survey of the site to establish road profile, alignment and elevation control.
2. Perform a hydraulic study to determine up to three options on how much the road can be raised and corresponding bridge sizes. Discuss and determine with Public Works which option best meets the need of the County before preparing final plans.

Note in 1978 the structure at this site was a 36' long Pony truss. Based upon our site visit we estimate a new structure will be in the 45' range due to current site and channel conditions.

3. Review the geotechnical report provided by the Public Works to determine foundation types, pile lengths and bearing capacity.
4. Obtain all required permits and approvals from various State and Federal agencies.
5. Schedule and participate in a utility meeting with the County and all utility companies within the project limits. At the meeting submit 50% complete plans to all utilities and the County for review and comment. Incorporate all necessary comments into the final plans and specifications.
6. Prepare right-of-way descriptions for use by Public Works to obtain right-of-way from the affected property owners.
7. Prepare final plans (11" x 17") and specifications necessary to bid and construct the project including project quantities.

Mr. David Mink, P.E.
Page 2
December 27, 2007

8. If requested by the Public Works submit 90% complete plans and attend a review meeting. Incorporate all necessary comments into the final plans and specifications.
9. Participate in a pre-bid meeting, respond to contractor questions, and develop any necessary addendums.
10. During construction the consultant shall respond to Public Works questions as necessary, and help resolve any plan discrepancies. Design work associated with change orders not related to plan discrepancies shall be billed to the County as per the Consultant's previously approved billing rates.

Schedule

It is anticipated that final plans, exclusive of review time and time needed to acquire right-of-way, can be completed within 4 to 5 months after notice to proceed is given.

Man-hour, Fee Proposal and Compensation:

We request compensation on the basis of billing rates on file with the County and direct reimbursement of travel and out-of-pocket expenses for a not to exceed amount of \$32,400.00 without prior approval by the County.

M. Huck	26 hours @ \$132.36/hr.	=	\$ 3,441.36
J. Stevenson	52 hours @ \$102.26/hr.	=	5,317.52
Junior Engineer	152 hours @ \$ 71.08/hr.	=	10,804.16
Technician	108 hours @ \$ 52.59/hr.	=	5,679.72
Labor increase for 2008 (5% +/-)		=	1,262.14
Expenses			
Legal and field survey		=	5,340.00
Mileage and meals (4 trips)		=	<u>555.10</u>
Maximum Amount Payable		=	\$32,400.00

We appreciate this opportunity to be of further service to Boone County and look forward to working with you on this project. Please call should you have any questions.

Sincerely,

HARRINGTON & CORTELYOU, INC.



MARK S. HUCK, P.E.

MSH:prc



BOONE COUNTY -- Thomas Hill Road

Located approx. 4.5 miles south & 1 mile west of Sturgeon

MANHOUR ESTIMATE

Bridge No. 16900061

Structure type: Single span bridge
Alignment: straight
Skew: 0 degrees

Job No. 959-20

	P	SE	E	T	
Meetings, Conferences and Supervision	6				
Kickoff meeting with surveyor		4	4		
Engineering Surveys			8	8	
Soil Borings and Foundation Design		2	2		checking req'd
Hydraulic Studies (2 - 3 alt. bridge sizes)			24		
Preliminary Plans					
Title Sheet			2	2	checking req'd
General Plan & Profile		6	20	20	checking req'd
Substructure Layout, Notes and Borings		4	12	16	checking req'd
Miscellaneous Details / Traffic Control			8	8	checking req'd
Preliminary Design Report & Cost Estimate		4			chk cost estimate
State & Federal Agency Permits (5)		2	2		
Right-of-Way Descriptions					
Right-of-Way Negotiations with owners		4	8		
Public meeting and Presentations					
Review mtg w/ utilities & at 50%			6		
Review mtg / field ck at 75% or 95%			6		
Final Design and Plans					
Elevations		4	4		checking req'd
End Bent Details		4	4	8	checking req'd
Bent Details					checking req'd
Prestressed Girder Details					checking req'd
Plate Gdr & Camber Details (2 sheets)					checking req'd
Slab Beam Details		2	2	4	checking req'd
Prestressed Panels Details					checking req'd
Diaphragm Details (1 or 2 sheets)					checking req'd
Railing Details (2 sheets)			4	4	checking req'd
Bill of Reinforcing			4	4	checking req'd
Cross Sections		8	12	16	checking req'd
Quantities and Final Cost Estimate			8	16	checking req'd
Contract Documents & Specifications	4	8	8		
P, S & E Submittal			4	2	
Bidding Documents	4				
Pre-bid Meeting	6				
Advertise for Bids					
Bid Opening					
Evaluate Bids & Request MoDOT apprv.					
Construction issues	6				
	-----	-----	-----	-----	
	26	52	152	108	= 338

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 08

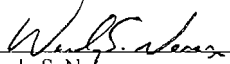
In the County Commission of said county, on the 10th day of January 20 08

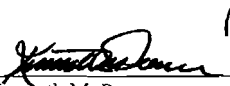
the following, among other proceedings, were had, viz:

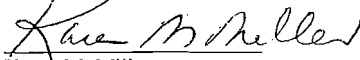
Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Harrington & Cortelyou, Inc. for Thomas Hill Rd. over Thompson Branch Bridge – Drainage Improvements. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

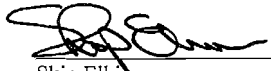
Done this 10th day of January, 2008.

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 08

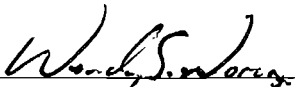
In the County Commission of said county, on the 10th day of January 20 08

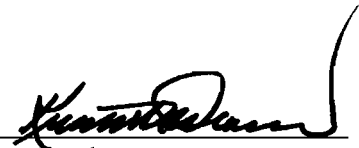
the following, among other proceedings, were had, viz:

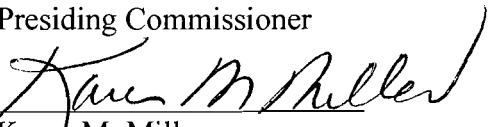
Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Bartlett & West, Inc. for Gans Road Preliminary Engineering Study. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 10th day of January, 2008.

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 10th day of January, 2008, 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: BARTLETT AND WEST, INC

Project/Work Description: GANS ROAD PRELIMINARY ENGINEERING STUDY

Proposal Description: See attached Scope of Services and Fee Schedule dated December 12, 2007 and issued by Bartlett and West, Inc.

Modifications to Proposal: Fees and expenses shall not exceed \$131,937.00 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.

BARTLETT & WEST, INC

By John T. Conway
Title VICE PRESIDENT

Dated: 1-17-08

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 1/17/08

ATTEST:

[Signature]
County Clerk

CERTIFICATION:

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

[Signature] 1/17/08 2045-71102
Auditor by [Signature] Date

BARTLETT & WEST, INC.

**PROPOSAL FOR PROFESSIONAL SERVICES
FOR
GANS ROAD PRELIMINARY ENGINEERING STUDY**

The ENGINEER agrees to provide professional services for the preparation of a preliminary engineering study and preliminary plans as detailed in Section A "Scope of Services", below.

A. SCOPE OF SERVICES

GENERAL BACKGROUND

The project is the extension of Gans Road from Bearfield Road to Providence Road just south of the current city limits of Columbia. The project length is estimated at 8,900 feet. Gans Road immediately east of Bearfield Road is currently being studied by the City of Columbia and this study will be incorporated with that proposed portion of Gans Road.

The Gans Road corridor is experiencing growth to the east of Bearfield Road, and there is currently an interchange with Route 63 under construction. This development pressure, and the need for an alternate east-west route from Providence to Route 63 south of Nifong/Grindstone Parkway is apparent. A regional City park is also being planned on Gans Road just east of Bearfield Road and a potential Independent School campus on Providence Road is being considered.

The proposed minimum typical section for Gans Road has already been developed by Boone County Public Works as a 4-lane concrete roadway with curb and gutter, a 16-foot grass median, sidewalk on one side with a 10-foot wide path on the opposite side, all within a 100-foot right-of-way corridor.

The study will incorporate County/City mapping (no field surveys), traffic analysis along the corridor and at five intersections (Providence, Route 163/Nifong Connector, a future north/south road west of Rock Quarry Road, Rock Quarry Road, and Bearfield Road), environmental screening of existing resources, preliminary horizontal and vertical roadway design, and the preliminary layout of the crossing of Clear Creek. Investigations regarding existing and future utilities along the corridor will also be performed.

A conceptual alignment for the extension of the Nifong Connector to the north of Gans Road will be developed. This alignment will be developed so that an understanding of the alignment issues with the intersection of Gans Road and Route 163 can be determined.

As part of the project development, it is anticipated that a core group of 3-4 individuals from the County/City Public Works and Planning Departments will participate in project meetings to guide the decision making process. This group is referred to herein as "Core Group." A single point of contact with Boone County Public Works will be established for project management and decision making.

TASK 1 - DATA COLLECTION AND SURVEYS

- 1.1 The ENGINEER shall collect data and information used in performing the project duties including the following tasks:
 - 1.1.1 Request, Obtain, Review existing subdivision plats, street plans for Providence Road and Nifong Connector, and Gans Road study information (to the east of Bearfield) from Boone County/City of Columbia.
 - 1.1.2 Request, Obtain, Review existing plans and right-of-way for Route 163 from MoDOT.
 - 1.1.3 Request, Obtain, Review available updated aerial mapping, property lines, contours, and sewer locations and plans from Boone County/City of Columbia. Assumes mapping will be at no cost to the project.
 - 1.1.4 Request, Obtain, Review information from utility companies in the project corridor.
 - 1.1.5 Determine current landowners names from County Records (does not include any boundary surveys or re-establishing of property lines - County mapping for property lines will be used).
 - 1.1.6 Combine mapping data and information obtained from others and create a project base map.
- 1.2 The ENGINEER shall perform the field survey of existing topography to create project horizontal and vertical tie-ins with existing features including the following tasks - *All field surveys except the following have been removed from the Scope of Services:*
 - 1.2.1 Perform pick-up survey of a to-be-determined location on the project (one day effort). It is anticipated that the intersection at Providence Road, or potentially a feature such as a nearby pond and stream between Rock Quarry Road and Bearfield Road will be surveyed for use during the preliminary plan/profile development.

TASK 2 - TRAFFIC ANALYSIS

- 2.1 The ENGINEER shall provide a Traffic Analysis for the project. The City of Columbia Traffic Demand Model will be used in the analysis. *See attached scope of services and fee estimate from CBB.*

TASK 3 - ENVIRONMENTAL SCREENING

- 3.1 The ENGINEER shall perform an Environmental Screening of the project area to identify existing environmental resources and recommendations for avoidance, impacts, or potential conceptual mitigation strategies to be used in later phases of the project. The ENGINEER shall perform environmental screening and documentation consistent with a Categorical Exclusion 2 (CE2) level. It is assumed that a CE2 will be the NEPA Classification for the project. *These tasks to be primarily performed by the Environmental Research Center. See project expenses.*

- 3.1.1 Prepare a quadrangle map and delineate a quarter mile corridor that encompasses the project limits. Send the map with a letter of request for agency input on known cultural and environmental information available within the corridor.
 - 3.1.2 Perform environmental overview at a preliminary delineation level regarding the presence or absence of possibly important environmental resources, such as floral and faunal species, unique soils, wetlands, and waters of the United States. Should it be determined that possibly important environmental resources might be threatened, specify procedures and costs necessary to meet National Environmental Protection Act (NEPA) requirements.
 - 3.1.3 Evaluate Agency concerns regarding possible threats to state and federally funded infrastructure construction. If required, the appropriate forms would be completed and submitted to the appropriate agencies for determination of the process required in later phases of the project.
 - 3.1.4 Identify a narrower corridor within the context of the mapped larger overview corridor environmental factors. Perform actual field investigations and submit the Categorical Exclusion Determination Form [As per 23CRF771.117(d)] with all appropriate delineations and recommendations for the narrower corridor.
- 3.2 The ENGINEER shall perform a Phase I Cultural Resource Survey to identify existing cultural/historical resources in the project area and recommendations for avoidance, impacts, or potential conceptual mitigation strategies to be used in later phases of the project.
- 3.2.1 Cultural resource investigations will be in the form of a Phase I cultural resource survey that would identify, evaluate significance, and determine National Register of Historic Places (NRHP) status of any possible prehistoric or historic resources present. On the basis of preliminary evaluation of the project area it is highly probable that additional cultural resource compliance concerns as delineated under Section 106 of the National Historic Preservation Act would be necessary. Should additional cultural resource concerns be warranted, the specific procedures required and resulting costs would be delineated and performed in later phases of the project. Community concerns regarding cultural resources possibly associated with the project would also be solicited.

TASK 4 - ROADWAY AND BRIDGE DESIGN

- 4.1 The ENGINEER shall perform preliminary roadway design tasks to develop the horizontal and vertical layout of the proposed roadway considering the constraints from the environmental screening.
 - 4.1.1 Create horizontal alignment and develop roadway geometrics for a four lane curb and guttered roadway centered about the existing roadway and a "straight" alignment between Rock Quarry Road and Route 163.
 - 4.1.2 Develop vertical alignment of roadway and intersecting streets (Route 163, Nifong Connector, Rock Quarry Road, and Bearfield Road) and review driveway grades (assume 13 drives). Driveway profiles will not be developed specifically.

- 4.1.3 Perform roadway modeling and develop cross sections on 100-foot intervals for creating approximate construction limits.
 - 4.1.4 Perform site visits to review design considerations.
 - 4.1.5 Meet with Core Group to review preliminary roadway design. Determine other alternative alignments to study (likely one to the north and one to the south of the "straight" alignment). Document meeting with minutes.
 - 4.1.6 Create horizontal and vertical alignments for two (2) additional alternatives (likely to the north and south of the "straight" alignment)
 - 4.1.7 Perform roadway modeling and develop cross sections on 100-foot intervals for two (2) additional alternatives for creating the approximate construction limits.
 - 4.1.8 Develop conceptual storm drainage system and water quality Best Management Practice (BMP) alternatives and locations for each roadway alignment. Utilize APWA BMP Manual for development of BMP Level of Service (LS) determination to meet City of Columbia standards.
 - 4.1.9 Determine approximate extent of utility relocations and costs from impacted utility companies.
 - 4.1.10 Develop project cost estimates for each alternative.
 - 4.1.11 Evaluate the three (3) alternatives and develop list of considerations and pros/cons. Create evaluation matrix for the scoring of the alternatives to document the decision making process. Develop recommended alternative.
- 4.2 The ENGINEER shall perform preliminary bridge design tasks to develop the horizontal and vertical layout of the proposed Clear Creek crossing for the three (3) roadway alignment alternatives. The bridge hydraulics will not be specifically modeled, but the existing Flood Insurance Study (FIS) will be reviewed during the study.
- 4.2.1 Perform a site visit with documentation.
 - 4.2.2 Request, Obtain, and Review available bridge documents, such as Final Bridge Plans, SI&A Reports, Bridge Inspection Reports, and TS&L calculations, and geotechnical information for bridge downstream on Route 163.
 - 4.2.3 Request, Obtain and Review FEMA Flood Insurance Study (FIS).
 - 4.2.4 Confirm Drainage Area and FEMA discharges using Missouri Regression Equations. Evaluate possible future discharges.
 - 4.2.5 Create recommendations and conclusions regarding alignments and corresponding bridge type, size and locations.
 - 4.2.6 Prepare cost estimates for feasible bridge options.
 - 4.2.7 Develop consolidated final report on bridge alternatives analysis for inclusion in Preliminary Engineering Report.
 - 4.2.8 Coordinate with and review Geotechnical Consultant (Terracon) findings. *See attached scope of services and fee estimate from Terracon.*

TASK 5 - PROJECT DELIVERABLES

- 5.1 The ENGINEER shall prepare a Preliminary Engineering Report identifying the project issues, alternatives investigated, and recommendations for the project alignment and design. The Report will be accompanied by the completion of a Categorical Exclusion 2 (CE2) form for submittal to MoDOT and appropriate agencies.

- 5.1.1 Prepare Draft Preliminary Engineering Report (to include sections on Project Purpose, Design Criteria, Traffic Analysis, Environmental Screening, Geotechnical Recommendations, Horizontal and Vertical Alignment, Conceptual Bridge Design, Project Costs, Typical Section (based on County/City standard pavement section), and conceptual plan/profile sheets for each alternative considered). Submit draft copies to Core Group from County/City.
 - 5.1.2 Distribute Preliminary Engineering Report to utility companies.
 - 5.1.3 Prepare "Final" Preliminary Engineering Report based on comments received from Core Group. Submit final copies to Core Group.
 - 5.1.4 Prepare CE2 document for submittal with the Preliminary Engineering Report to MoDOT and appropriate agencies.
- 5.2 The ENGINEER shall prepare Preliminary Plans for the recommended alternative on 22"x34" sheets, including a cover sheet, typical sections, survey reference/general notes sheet, roadway plan/profile sheets, and cross sections.
- 5.2.1 *The Preliminary Plans have been removed from the Scope of Services.*

TASK 6 - PROJECT MANAGEMENT AND COORDINATION

- 6.1 Meetings.
- 6.1.1 Conduct and document project kickoff and progress meetings with Core Group to receive concurrence of progress and decisions made with regard to the project's design components. Assume one (1) kickoff meeting and one (1) meeting every month for a period of twelve (12) months in addition to other meetings already indicated in the scope of services. Prepare and distribute meeting minutes.
 - 6.1.2 Attend one (1) project specific utility coordination meeting as necessary during the course of the project.
 - 6.1.3 Prepare for and attend a public information meeting to gather input and information early in the project (after development of the project constraints, but prior to alignment investigations). The meeting exhibit is anticipated to be aerial boards with project constraints identified.
 - 6.1.4 Conduct a maximum of four (4) meetings with individual property owners or groups of owners during the course of the project, as directed by the County.
 - 6.1.5 Prepare for and attend a public information meeting to show results of the alignment study alternatives. The meeting exhibits are anticipated to be aerial boards with alternative alignments shown with project constraints identified.
- 6.2 Quality Reviews.
- 6.2.1 Perform periodic reviews of project information from different engineering disciplines/subconsultants for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.
 - 6.2.2 Perform a field check of proposed alternatives.

6.3 Administration and Coordination.

- 6.3.1 Perform duties necessary for administration of project contract and subconsultant contracts. Prepare and administer project expenses and invoicing to County.
- 6.3.2 General communication with County, Columbia, and MoDOT. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis during the course of the project.

B. ADDITIONAL SERVICES (NOT INCLUDED)

If authorized by the CLIENT, the ENGINEER will provide services in addition to those previously stated. This work will only proceed upon written authorization from the CLIENT. For instance, this may include additional alternatives to be investigated, or additional meetings not stated previously.

C. CLIENT'S RESPONSIBILITY

1. Make available to the ENGINEER all records, reports, maps, financial information, and other data pertinent to provisions for the services required under this contract. Assist ENGINEER in obtaining documents from the City of Columbia, as necessary including but not limited to City mapping and 2' contours.
2. Examine all plans, specifications and other documents submitted by the ENGINEER and render decisions promptly to prevent delay to the ENGINEER.
3. Designate one employee as the CLIENT's representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the CLIENT's policies and decisions pertinent to ENGINEER's services.
4. Obtain permission to access properties for surveys and field visits.

D. TIME FOR COMPLETION

1. Notice to Proceed: January 15, 2008 (Anticipated)
2. 1st Public Meeting (Input Only – No Alternatives): April 15, 2008
3. 2nd Public Meeting (Alternatives Developed): July 31, 2008
4. Draft Preliminary Engineering Report and CE2 Document Submittal: November 1, 2008
5. Final Preliminary Engineering Report and CE2 Document Submittal: December 31, 2008

Assumes: 2-week review periods on submittals for Core Group, Monthly Meetings with Core Group to provide ongoing feedback.

E. PAYMENTS TO THE ENGINEER

1. CLIENT agrees to compensate the ENGINEER for services in Section A as rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses as set forth in *General Consulting Services Agreement*, dated January 10th, 2008, to a not to exceed amount of \$131,937.00.
2. Fees and all other charges will be billed monthly for work performed on an hourly and expense basis as the work progresses.

BARTLETT & WEST, INC.

By John T. Conway
Title Location Manager

Dated: 12-21-07

**PROFESSIONAL ENGINEERING SERVICES FEE ESTIMATE
GANS ROAD PRELIMINARY ENGINEERING STUDY
(PROVIDENCE ROAD TO BEARFIELD ROAD)
BARTLETT & WEST PROJECT NO. 15935.001**

TASK 1 - DATA COLLECTION AND SURVEYS

Labor:	A	Sr. Engineer/Eng. VIII	0 @ \$	150.00	\$	-
	B	Project Manager/Eng. VII	10 @ \$	130.00	\$	1,300.00
	C	Eng. VI	0 @ \$	120.00	\$	-
	D	Eng. V	0 @ \$	110.00	\$	-
	E	Eng. III	0 @ \$	90.00	\$	-
	F	Eng. Tech IV	60 @ \$	60.00	\$	3,600.00
	G	Surveyor IV	23 @ \$	82.00	\$	1,886.00
	H	Administrator I	0 @ \$	58.00	\$	-
		Sub-Total Labor	93	TOTAL Labor TASK 1	\$	6,786.00

TASK 2 - TRAFFIC ANALYSIS

See Attached Scope and Fee from CBB

TASK 3 - ENVIRONMENTAL SCREENING

See Project Expenses for Fee from Environmental Research Center

Labor:	A	Sr. Engineer/Eng. VIII	0 @ \$	150.00	\$	-
	B	Project Manager/Eng. VII	0 @ \$	130.00	\$	-
	C	Eng. VI	5 @ \$	120.00	\$	600.00
	D	Eng. V	0 @ \$	110.00	\$	-
	E	Eng. III	0 @ \$	90.00	\$	-
	F	Eng. Tech IV	4 @ \$	60.00	\$	240.00
	G	Surveyor IV	0 @ \$	82.00	\$	-
	H	Administrator I	0 @ \$	58.00	\$	-
		Sub-Total Labor	9	TOTAL Labor TASK 3	\$	840.00

TASK 4 - ROADWAY AND BRIDGE DESIGN

See Attached Scope and Fee from Terracon

Labor:	A	Sr. Engineer/Eng. VIII	76 @ \$	150.00	\$	11,400.00
	B	Project Manager/Eng. VII	102 @ \$	130.00	\$	13,260.00
	C	Eng. VI	4 @ \$	120.00	\$	480.00
	D	Eng. V	70 @ \$	110.00	\$	7,700.00
	E	Eng. III	44 @ \$	90.00	\$	3,960.00
	F	Eng. Tech IV	248 @ \$	60.00	\$	14,880.00
	G	Surveyor IV	0 @ \$	82.00	\$	-
	H	Administrator I	0 @ \$	58.00	\$	-
		Sub-Total Labor	544	TOTAL Labor TASK 4	\$	51,680.00

TASK 5 - PROJECT DELIVERABLES

Labor:	A	Sr. Engineer/Eng. VIII	0 @ \$	150.00	\$	-
	B	Project Manager/Eng. VII	34 @ \$	130.00	\$	4,420.00
	C	Eng. VI	8 @ \$	120.00	\$	960.00
	D	Eng. V	8 @ \$	110.00	\$	880.00
	E	Eng. III	8 @ \$	90.00	\$	720.00
	F	Eng. Tech IV	62 @ \$	60.00	\$	3,720.00
	G	Surveyor IV	0 @ \$	82.00	\$	-
	H	Administrator I	6 @ \$	58.00	\$	348.00
		Sub-Total Labor	126	TOTAL Labor TASK 5	\$	11,048.00

**PROFESSIONAL ENGINEERING SERVICES FEE ESTIMATE
GANS ROAD PRELIMINARY ENGINEERING STUDY
(PROVIDENCE ROAD TO BEARFIELD ROAD)
BARTLETT & WEST PROJECT NO. 15935.001**

TASK 6 - PROJECT MANAGEMENT AND COORDINATION

Labor:	A	Sr. Engineer/Eng. VIII	12 @ \$	150.00	\$	1,800.00
	B	Project Manager/Eng. VII	128 @ \$	130.00	\$	16,640.00
	C	Eng. VI	36 @ \$	120.00	\$	4,320.00
	D	Eng. V	0 @ \$	110.00	\$	-
	E	Eng. III	0 @ \$	90.00	\$	-
	F	Eng. Tech IV	40 @ \$	60.00	\$	2,400.00
	G	Surveyor IV	0 @ \$	82.00	\$	-
	H	Administrator I	0 @ \$	58.00	\$	-
		Sub-Total Labor	216	TOTAL Labor TASK 6	\$	25,160.00

TOTAL Labor TASKS 1-6 \$ 95,514.00

EXPENSES

Mileage - Field Visits and Meetings	1600 @ \$	0.50	\$	800.00
CADD Charges \$6.50/hour	400 @ \$	6.50	\$	2,600.00
Printing and Plotting	1 @ \$	1,500.00	\$	1,500.00
Postage & Delivery	1 @ \$	50.00	\$	50.00
<i>CBB (traffic subconsultant)</i>			\$	17,603.00
<i>Terracon (geotechnical subconsultant)</i>			\$	2,870.00
<i>Environmental Research Center (environmental subconsultant)</i>			\$	11,000.00

TOTAL EXPENSES \$ 36,423.00

TOTAL COST FOR ALL SERVICES (Labor plus Expenses) \$ 131,937.00

PROFESSIONAL ENGINEERING SERVICES FEE ESTIMATE										
GANS ROAD PRELIMINARY ENGINEERING STUDY										
(PROVIDENCE ROAD TO BEARFIELD ROAD)										
BARTLETT & WEST PROJECT NO. 15935.001										
	Sr. Engr/Eng VIII	PM/Eng VII	Eng VI	Eng V	Eng III	Eng Tech IV	Surveyor IV	Adm I	Total	
	A	B	C	D	E	F	G	H	Hours	
TASK 1 - DATA COLLECTION AND SURVEYS										
1.1 Data Collection										
1.1.1	Request, Obtain, Review existing subdivision plats, street plans, and Gans Road study information east of Bearfield.	2				4	2		8	
1.1.2	Request, Obtain, Review existing plans and right-of-way for Route 163 from MoDOT.	1				2	2		5	
1.1.3	Request, Obtain, Review available updated aerial mapping, property lines, contours, and sewer locations and plans.	1					2		3	
1.1.4	Request, Obtain, Review information from utility companies in the project corridor.	1				8	1		10	
1.1.5	Determine current landowners names from County Records and input on project mapping.	1				4	2		7	
1.1.6	Combine mapping data and information obtained from others and create a project base map.	1				32	4		37	
1.2 Surveys and Mapping										
1.2.1	Perform pick-up survey of a to-be-determined location on the project (one day effort).	3				10	10		23	
Subtotal Task 1										
		0	10	0	0	0	60	23	0	93
TASK 2 - TRAFFIC ANALYSIS										
See Attached scope and fee from CBB										
Subtotal Task 2										
		0	0	0	0	0	0	0	0	0
TASK 3 - ENVIRONMENTAL SCREENING										
See Project Expenses for fee from Environmental Research Center										
3.1 Environmental Screening										
3.1.1	Prepare a quadrangle map and delineate corridor. Send the map with a letter of request for agency input.			1		2			3	
3.1.2	Perform environmental overview at a preliminary delineation level regarding possibly important environmental resources.			1					1	
3.1.3	Evaluate Agency concerns regarding possible threats to state and federally funded infrastructure construction.			1					1	
3.1.4	Identify a narrower corridor. Perform actual field investigations and submit the Categorical Exclusion Determination Form.			1		2			3	
3.2 Phase 1 Cultural Resource Survey										
3.2.1	Identify, evaluate significance, and determine NRHP status of any possible prehistoric or historic resources present.			1					1	
Subtotal Task 3										
		0	0	5	0	0	4	0	0	9
TASK 4 - ROADWAY AND BRIDGE DESIGN										
4.1 Roadway Design										
4.1.1	Create horizontal alignment centered about the existing roadway and a "straight" alignment between Rock Quarry Rd. and Route 163.	12				4	32		48	
4.1.2	Develop vertical alignment of roadway and intersecting streets and review driveway grades (assume 13 drives).	16				4	40		60	
4.1.3	Perform roadway modeling and develop cross sections on 100-foot intervals.	4				4	24		32	
4.1.4	Perform site visits to review design considerations.	4					4		8	
4.1.5	Meet with Core Group to review preliminary roadway design. Determine other alternative alignments to study. Document meeting.	4							4	
4.1.6	Create horizontal and vertical alignments for two (2) additional alternatives (likely to the north and south of the "straight" alignment)	12				4	32		48	
4.1.7	Perform roadway modeling and develop cross sections on 100-foot intervals for two (2) additional alternatives.	4				4	12		20	
4.1.8	Develop conceptual storm drainage system and water quality BMP alternatives and locations for each roadway alignment.	16				8	16		40	
4.1.9	Determine approximate extent of utility relocations and costs from impacted utility companies.	8	4				8		20	
4.1.10	Develop project cost estimates for each alternative.	8				16	40		64	
4.1.11	Evaluate the three (3) alternatives and develop list of considerations and pros/cons. Develop recommended alternative.	12					4		16	
4.2 Bridge Design										
See attached scope of services and fee estimate from Terracon.										
4.2.1	Perform a site visit with documentation.	4			4				8	
4.2.2	Request, Obtain, and Review available bridge documents for bridge downstream on Route 163.	8			8				16	
4.2.3	Request, Obtain and Review FEMA Flood Insurance Study (FIS).	8			1				9	
4.2.4	Confirm Drainage Area and FEMA discharges using Missouri Regression Equations. Evaluate possible future discharges.	12	2		1		4		19	
4.2.5	Create recommendations and conclusions regarding alignments and corresponding bridge type, size and locations.	24			24		32		80	
4.2.6	Prepare cost estimates for feasible bridge options.	4			8				12	
4.2.7	Develop consolidated final report on bridge alternatives analysis for inclusion in Preliminary Engineering Report.	16			16				32	
4.2.8	Coordinate with and review Geotechnical Consultant (Terracon) findings.				8				8	
Subtotal Task 4										
		76	102	4	70	44	248	0	0	544

PROFESSIONAL ENGINEERING SERVICES FEE ESTIMATE									
GANS ROAD PRELIMINARY ENGINEERING STUDY									
(PROVIDENCE ROAD TO BEARFIELD ROAD)									
BARTLETT & WEST PROJECT NO. 15935.001									
	Sr. Engr/Eng VIII	PM/Eng VII	Eng VI	Eng V	Eng III	Eng Tech IV	Surveyor IV	Adm I	Total Hours
	A	B	C	D	E	F	G	H	
TASK 5 - PROJECT DELIVERABLES									
5.1 Preliminary Engineering Report and CE2									
5.1.1	Prepare Draft Preliminary Engineering Report. Submit draft copies to Core Group from County/City.	24		8	8	48		4	92
5.1.2	Distribute Preliminary Engineering Report to utility companies.	2				2		2	6
5.1.3	Prepare "Final" Preliminary Engineering Report based on comments received from Core Group. Submit final copies to Core Group.	8				12			20
5.1.4	Prepare CE2 document for submittal with the Preliminary Engineering Report to MoDOT and appropriate agencies.		8						8
5.2 Preliminary Plans									
5.2.1	<i>The Preliminary Plans have been removed from the scope of services.</i>								0
Subtotal Task 5		0	34	8	8	62	0	6	126
TASK 6 - PROJECT MANAGEMENT AND COORDINATION									
6.1 Meetings									
6.1.1	Project kickoff and progress meetings with Core Group. Assume one (1) kickoff meeting and one (1) meeting every month.	40	4						44
6.1.2	Attend one (1) project specific utility coordination meeting as necessary during the course of the project.	4							4
6.1.3	Prepare for and attend a public information meeting to gather input and information early in the project.	8	4			16			28
6.1.4	Conduct a maximum of four (4) meetings with individual property owners or groups of owners.	16							16
6.1.5	Prepare for an attend a public information meeting to show results of the alignment study alternatives.	8	4			24			36
6.2 Quality Reviews									
6.2.1	Perform periodic reviews of project information from different engineering disciplines/subconsultants for quality assurance purposes.	12	8						20
6.2.2	Perform a field check of proposed alternatives.		4						4
6.3 Administration and Coordination									
6.1.1	Perform duties necessary for administration of project contract and subconsultant contracts.		16						16
6.1.2	General communication with County, Columbia, and MoDOT.		24	24					48
Subtotal Task 6		12	128	36	0	0	40	0	216
TOTAL HOURS FOR TASKS 1 - 6		88	274	53	78	52	414	23	988

**Traffic Engineering & Transportation Planning Scope Items
Gans Road Corridor
Columbia, Missouri**

1. Inspect the study area to identify existing traffic conditions, general topographic features, driveway and intersection locations, and existing roadway conditions along the study corridor. We would also take photographs for our use.
2. Perform manual, turning movement counts at the driveways of the Rock Bridge Elementary School on Route 163 during the peak hours encompassing the a.m. arrival and p.m. dismissal periods. These counts would establish the existing demands at the school as well existing flows on Route 163.
3. Review recently completed traffic studies in the vicinity of the proposed Gans Road extension. These studies contain information pertaining to existing and projected traffic data, existing and proposed lane configurations and widths, and existing traffic control parameters within and adjoining the study area.
4. Collect available future land use plans from Boone County and the City of Columbia in the vicinity of the Gans Road extension. This information will include expected future land use types and densities within the region adjoining the study corridor. In addition, any specific development site plans currently under consideration in the area by the City or County will be obtained.
5. Work with City of Columbia staff to review the assumptions currently reflected by the City's 2030 TransCAD Demand Model. Specifically, the assumed future land uses and pertinent roadway connections (i.e., Philips Farm Road, southern extension of Nifong Connector, etc.) would be reviewed to determine if any adjustments should be made to the model to best reflect future conditions within the study area.
6. Work with City staff to obtain Year 2030 forecasted traffic volumes from their Demand Model for each study intersection along the Gans Road extension. It is our understanding that these traffic forecasts would be provided in the form of daily turning movement volumes at each study location. We further understand that City staff would provide all direct interaction with the Model and implement any necessary changes to the inputs reflected in the Model.



7. Based upon the daily volumes generated by the Demand Model, general travel characteristics within the study area, and accepted industry practices, estimate a.m. and p.m. peak hour traffic volumes for the Year 2030. These peak hour volumes would form the basis for all operational analyses at the study intersections.
8. Investigate the need for and feasibility of future road network connections in the study area, and identify the preferred locations for access to the Gans Road extension. In particular, this assessment would include the possibility of a future southern extension of the Nifong Connector to Route 163 as well as the provision of access to Gans Road between Rock Quarry Road and Route 163. Recommendations regarding Access Management Guidelines for the new roadway would be documented to establish best practices regarding access locations, spacing, configurations, etc. with a particular emphasis on appropriate access provisions between Rock Quarry Road and Route 163.
9. Based upon the above tasks and input regarding other engineering factors (topography, preferred creek crossing location, costs, environmental impacts, etc.), develop up to three alternatives for intersection locations and configurations to evaluate in detail.
10. Evaluate each of the three alternatives using SYNCHRO software to identify the associated need for geometric improvements and to quantify anticipated operating conditions under each scenario. These analyses would reflect projected Year 2030 a.m. and p.m. peak hour traffic, and the five-lane cross-section provided by Boone County would be assumed as a baseline condition for Gans Road. It should be noted that basic analyses to test the feasibility of roundabout intersections would be included in this SYNCHRO analysis; however, any detailed analysis of roundabout operations and/or microsimulation models would require additional efforts outside of this scope of work.
11. Based upon the operational characteristics and other generalized costs/benefits of each alternative, select a preferred roadway and traffic control improvement plan to serve the ultimate needs of the Gans Road corridor.
12. Utilizing the ultimate five-lane intersection configurations as a base, perform a capacity analysis of a potential interim three-lane cross-section on extended Gans Road. This analysis would establish a traffic threshold at which a three-lane cross-section would reach its capacity and the ultimate five-lane cross-section would be needed.

The timeframe under which this threshold would be reached would be dictated largely by future development within the area. However, the identification of an appropriate traffic threshold should assist in the consideration of a phased construction of the extension should available funding dictate such an approach.
13. Attend one project meeting in person with other members of the study team, County staff, City staff or other stakeholders. Also, participate in a second project meeting via conference call.



14. Attend up to two public meetings as part of the study team to present the status of the project and obtain public comments.
15. Prepare a technical memorandum summarizing our findings and conclusions along with graphics, as needed, to illustrate the recommended improvements. When finalized, the report would be submitted to Bartlett and West for review and inclusion in the final study document.

Preliminary Fee Estimate-Gans Road Corridor Traffic Engineering & Transportation Planning Services

Task	Description	Sr. Prin \$ 170.00	Prin \$ 150.00	Sr Eng III \$ 120.00	Sr Eng II \$ 110.00	PE IV \$ 90.00	SE III \$ 75.00	SE II \$ 70.00	SE I \$ 65.00	Sr Eng Tech II \$ 85.00	CADD \$ 55.00	Admin II \$ 60.00	ODC	Total Hours by Task	Total Cost by Task
1	Inspect study area				6				6					12	\$ 1,110.00
2	Counts at Rock Bridge Elementary (with site visit)				3				3					6	\$ 480.00
3	Review previous studies				2				6					8	\$ 600.00
4	Obtain/review City & County land use data				2				4					6	\$ 460.00
5	Obtain/review travel demand model assumptions				2		8		4					14	\$ 1,060.00
6	Obtain travel demand model outputs				1		6		2					9	\$ 680.00
7	Convert daily volumes to peak hours				1		1		6					9	\$ 675.00
8	Investigate road network connections				1				3					7	\$ 590.00
9	Develop three alternatives (5-lane)				4				8					27	\$ 2,040.00
10	Synchro analysis of alternatives				4			16	2					20	\$ 1,480.00
11	Select preferred alternative				2				6					6	\$ 540.00
12	Synchro analysis of interim configuration (3-lane)				3				6					9	\$ 690.00
13	Study team meetings (2)				7				7					14	\$ 1,270.00
14	Public meetings (2)				14				14					28	\$ 2,540.00
15	Documentation				6				16			4		34	\$ 2,550.00
Total Hours		0	0	0	6	61	15	103	0	8	12	4		209	
Total Manhour Costs		\$ -	\$ -	\$ -	\$ 660	\$ 5,490	\$ 1,125	\$ 7,210	\$ -	\$ 680	\$ 660	\$ 240			\$ 16,765.00

Subtotal	\$ 16,765.00
+ 5% Approximate Increase for 2008 Rates	\$ 838.25
Total	\$ 17,603.25

December 7, 2007

Bartlett & West Engineers
1719 Southridge Drive
Suite 100
Jefferson City, Missouri 65109

RECEIVED
DEC 11 2007

Terracon

Consulting Engineers & Scientists

B & W. ENG.

Terracon Consultants, Inc.
3601 Mojave Court, Suite A
Columbia, Missouri 65202
Phone 573.214.2677
Fax 573.214.2714
www.terracon.com

Attention: Mr. Bob Gilbert, P.E.
PHN: 573-634-3181
FAX: 573-634-7904

Regarding: Proposal for Geotechnical Engineering Services
Gans Road Preliminary Engineering Study
Columbia, Missouri
Terracon Proposal Number: D0907274.1

Dear Mr. Gilbert:

Terracon Consultants, Inc. (Terracon) is pleased to submit our proposal to provide geotechnical engineering services for the proposed project to be located south of Columbia, Missouri. This proposal includes an outline of the project information and our proposed scope of services, fee, and schedule.

PROJECT INFORMATION

We understand this project consists of a preliminary engineering study for the proposed extension/construction of Gans Road between Providence Road and Bearfield Road immediately south of the city limits of Columbia, Missouri. In addition to the roadway a bridge will be constructed to cross Clear Creek located between Rock Quarry Road and Highway 163.

SCOPE OF SERVICES

The purpose of the geotechnical engineering services will be to provide preliminary recommendations pertaining to the construction of the proposed roadway and bridge. Our services would specifically consist of the following:

- Perform field visit, documentation, and review of geology of the project site, primarily focusing on the creek crossing structure (no borings).
- Review available and relevant literature for determining probable issues to encounter with the project.
- Participate in a brainstorming meeting with B&W bridge staff after concepts developed (at Bartlett & West office).

- Draft preliminary recommendations for foundations, roadway side slopes, bridge spill slopes, excavations, suitability of structure choices, and possible remediation techniques for sinkholes encountered during construction.
- Provide proposed boring locations for final geotechnical engineering report.
- Provide finalized preliminary recommendations for inclusion in the engineering report.

Site conditions may be encountered which would merit alteration of our proposed scope as described above. We will contact you to authorize any alterations that would increase the fee estimate.

Conditions/Items to be provided by client - Items to be provided by the client include the right of entry to conduct the site visit and/or contact information for the landowners along the proposed alignment. We request that the landowner(s) be made aware of our work, or that contact information is provided to us. If possible, an ATV may be used to perform the site visit. Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site. If there are any restrictions or special requirements regarding this site, these should be known prior to commencing fieldwork.

Performance Schedule and Report - We can proceed with these services based on your verbal approval; however, written authorization should still follow. We could begin gathering available information once notice-to-proceed is given and perform the site visit within about 5 to 10 working days of receiving notice to proceed. We understand that once we have gathered the available information, there will likely be a delay of a few months while the client gathers environmental data, and performs preliminary alignment and bridge studies.

Following the meeting between Terracon and Bartlett & West to discuss our findings, a draft copy of our report will be issued for the client to review and make comments.

The information obtained from the document/literature review and site visit will be used to evaluate the project site relative to the proposed construction. From these determinations, engineering analyses will be undertaken in order to formulate preliminary design criteria for the project. Based upon our analyses, the following information will be included or addressed in our preliminary geotechnical report.

<ul style="list-style-type: none">• A description of the proposed project• Site description• Summary of site visit including any relevant photos• Summary of known geologic conditions• Preliminary foundation recommendations and design parameters• Range of anticipated foundation settlements• Preliminary foundation construction recommendations• Preliminary seismic design site classification information• Preliminary slope stability considerations for roadway side-slopes and bridge spill-slopes	<ul style="list-style-type: none">• Preliminary earthwork recommendations• Preliminary considerations for moderately to highly plastic soils and their potential to shrink/swell with variations in moisture levels• Unsatisfactory soil conditions and remedial measures• Preliminary drainage recommendations• Possible remediation techniques for sinkholes, if encountered during construction, if applicable• Other general construction considerations based on our knowledge of the site and proposed construction• Proposed boring locations for final geotechnical report
--	--

The preliminary geotechnical engineering report will be prepared by or under the supervision of a Professional Engineer registered in the State of Missouri. Unless other requests are made, three (3) copies of the report will be issued to the client. Following receipt of comments by the client, our finalized preliminary report could be issued within about 10 working days.

COMPENSATION

Fee Structure & Conditions - The geotechnical engineering services will be billed unit rate per the attached cost estimate worksheet. Based upon our understanding of the project and the above-proposed program, we estimate our total cost will not exceed \$2,870. The estimated unit rate cost is based on performing only the above outlined scope of services.

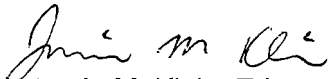
This proposal is prepared for the exclusive use of the client for the specific application to the project discussed herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the constraints of the client's directive. We understand that a master service agreement between Bartlett & West and Terracon will be in effect for this project.

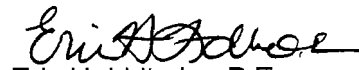
December 7, 2007
Proposal for Geotechnical Engineering Services
Gans Road Preliminary Engineering Study
Columbia, Missouri
Proposal Number: D0907274.1
Page 4

Terracon

To execute this agreement, please sign and return one copy of this proposal to our office at the above captioned address. If you have any questions, please contact us.

Sincerely,
Terracon Consultants, Inc.


Jamie M. Klein, E.I.
Project Manager


Eric H. Lidholm, P.E.
Principal
Office Manager

Copies to:
Addressee (2)

Bartlett & West Engineers
Client Name (print or type)

BY: (signature)

(print or type signer's name)

Date:

COST ESTIMATE WORKSHEET

Preliminary Geotechnical Engineering Services



GANS ROAD PRELIMINARY ENGINEERING STUDY COLUMBIA, MISSOURI

Task	Unit Type	No. of Units	Unit Rate	Subtotal	Total
I. Site Visit					
ATV Rental	each	1	\$ 250.00	\$ 250.00	
Project Engineer	hours	8	\$ 85.00	\$ 680.00	
				subtotal	\$ 930
II. Literature Review					
Project Engineer	hours	10	\$ 85.00	\$ 850.00	
Principal	hours	2	\$ 125.00	\$ 250.00	
				subtotal	\$ 1,100
III. Meeting at Bartlett & West Office					
Project Engineer	hours	4	\$ 85.00	\$ 340.00	
Principal	hours	4	\$ 125.00	\$ 500.00	
				subtotal	\$ 840
III. Report Preparation					
Clerical	hours	4	\$ 40.00	\$ 160.00	
Project Engineer	hours	10	\$ 85.00	\$ 850.00	
Principal	hours	2	\$ 125.00	\$ 250.00	
				subtotal	\$ 1,260
				TOTAL	\$ 2,870

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the

10th

day of

January

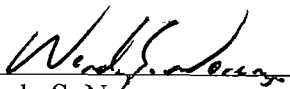
20 08

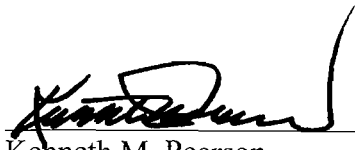
the following, among other proceedings, were had, viz:

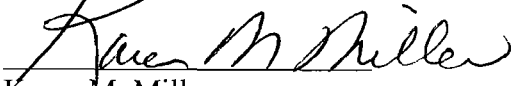
Now on this day the County Commission of the County of Boone does hereby approve the attached Boone County Refrigerator and Microwave Policy.

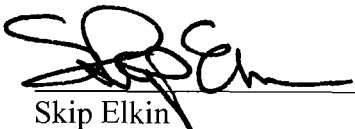
Done this 10th day of January, 2008.

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

Boone County Refrigerator and Microwave Policy

The Boone County Commission will adopt a Refrigerator and Microwave Policy in order to treat all offices in the same manner. In the past the offices in the courthouse have supplied their own appliances, and the county supplied under-counter refrigerators and microwaves to all offices in the newly built Government Center. It is the intention of the County Commission to purchase future microwaves and refrigerators as county assets. Privately owned refrigerators in county offices will continue to be so until such time as the appliance needs to be replaced.

The size of the refrigerator replacement will depend on employee count based on architectural standards. The county will provide an under-counter refrigerator for an office with 5 employees or less, a mid-sized refrigerator for offices with 5-10 employees and a full-sized refrigerator for more than 10 employees. The refrigerators will be standard refrigerators with automatic defrost, however ice makers and water dispensers will be prohibited. Those offices wanting a larger refrigerator than meets the policy guideline may continue to purchase it privately. Departments that operate in multiple locations will be allowed appliances for each location.

Microwaves will be a typical microwave with the standard functions including such items as a popcorn button, delay start, and auto defrost.

The Facilities Maintenance Department will have an annual budget appropriation for replacement refrigerators and microwaves. Individual offices will be responsible for regular maintenance of the appliances. Once it is determined the appliance must be replaced, FM will work with the successful vendor to remove the old refrigerator when installing the new unit.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 08


In the County Commission of said county, on the 10th day of January 20 08


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

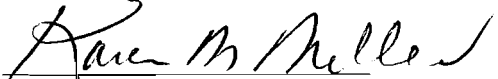
Now on this day the County Commission of the County of Boone does hereby approve the change order for the Courthouse Expansion Project with United HRB. It is further ordered Commissioner Karen M. Miller is hereby authorized to sign said change order.

Done this 10th day of January, 2008.

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



January 7th, 2008

Commissioner Karen Miller
705 E. Walnut
Columbia, MO 65201

Re: Change Order Proposal for Temporary Partition

Dear Commissioner Miller,

The following contains a change proposal for HRB work installing the temporary partitions during initial construction on the courthouse. Please note this is the first of two, as the final will be collected and forwarded during project closeout. SM Wilson agrees with the documentation and is forwarding for final approval the amount of \$17,912.99.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David Pederson", written over a horizontal line.

David Pederson
Project Manager

Accepted By:

A handwritten signature in black ink, appearing to read "Jennifer Wilson", written over a horizontal line.

Jennifer Wilson
Architect
Butler Rosenbury

A handwritten signature in black ink, appearing to read "Karen Miller", written over a horizontal line.

Karen Miller
County Commissioner

United HRB General Contractors, Inc.

3208 Route C ♦ Box 104444 ♦ Jefferson City, MO 65110
Phone: (573) 635-9155 ♦ Fax: (573) 636-6748

Temporary Partition Change Order Recap

Labor

Carpenter General Foreman	38 hrs @	\$ 41.93	\$ 1,593.34	
Carpenter	88 hrs @	\$ 38.62	\$ 3,398.56	
Laborer	109 hrs @	\$ 33.15	\$ 3,613.35	
			<u>\$ 8,605.25</u>	
Mark Up		15%	<u>\$ 1,290.79</u>	
<i>Total Labor</i>				\$ 9,896.04

Material

Boone County Lumber			\$ 1,569.90	
Lowe's			\$ 328.02	
Negwer Door Systems			\$ 668.20	
			<u>\$ 2,566.12</u>	
Mark Up		10%	<u>\$ 256.61</u>	
<i>Total Labor</i>				\$ 2,822.73

Total				\$ 12,718.77
From Weather Protection Allowance				<u>\$ 5,194.22</u>
Total Temporary Partition Change Order				<u>\$ 17,912.99</u>

TEMP. PARTITIONS

FIELD WORK ORDER FORM

UNITED HRB

CONTRACTOR

AUTHORIZATION REFERENCE NO. _____

JOB NO. 5065

DATE 11-6-07

BACK CHARGE CHANGE ORDER

Sheet 2 of 2

PROJECT

CHARGED TO

DESCRIPTION OF WORK FRAME DOORWAY IN PENTHOUSE 3RD FLOOR

S M WILSON

NAME	CRAFT	HRS	RATE	AMOUNT
<u>LOUIS WIECK</u>	<u>CARP</u>	<u>3</u>		
<u>CARL HALEY</u>	<u>CARP</u>	<u>2</u>		

DESCRIPTION	HRS	RATE	AMOUNT

TOTAL LABOR 5 HRS

TOTAL EQUIPMENT AND SMALL TOOLS

QTY	DESCRIPTION	MEAS.	PRICE	AMOUNT

LABOR	
MATERIAL AND EXPENDABLES	
EQUIPMENT AND SMALL TOOLS	
SUBCONTRACTOR	
SUB TOTAL	
OVERHEAD	
SUB TOTAL	
PROFIT	
TOTAL AMOUNT	

SALES TAX
TOTAL MATERIALS AND EXPENDABLES

CHARGES TO THIS EXTRA WORK ARE COMPLETED INCOMPLETE

1. Fill out a work order daily in duplicate.
2. The person who authorized the work signs it daily.
3. Give one copy to client/subcontractor - original to be turned in to the office with time cards each week.

The customer, through his authorized representative signing below, approves the performance of the work described. Unless provided by contract otherwise, current pricing procedures and insurance coverage will apply, and terms of payment are net 10 days from date of invoice.

BY Keith Rhoads - UNITED HRB
Project Superintendent/Project Manager

AUTHORIZED
[Signature]
 Owner's Representative Site Supervisor

TEMP PARTITIONS

FIELD WORK ORDER FORM

UNITED HRB

CONTRACTOR

AUTHORIZATION REFERENCE NO. _____

JOB NO. 5065

DATE 11-1-07

BACK CHARGE CHANGE ORDER

Sheet 2 of 2

PROJECT BOONE COUNTY SALES OFFICE

CHARGE TO _____

Not An
Extra

DESCRIPTION OF WORK DEMO COLUMN E-3 1ST FLOOR
DEMO IN SECURE CORRIDOR 3RD FLOOR

NAME	CRAFT	HRS	RATE	AMOUNT
KEITH KLIEGEL	CARP.	6		
NEIL JAMES	LABOR	5		
ART THOMPSON	LABOR	4		
TOTAL LABOR		<u>15 HRS</u>		

DESCRIPTION	HRS	RATE	AMOUNT
TOTAL EQUIPMENT AND SMALL TOOLS			

QTY	DESCRIPTION	MEAS.	PRICE	AMOUNT
SALES TAX				
TOTAL MATERIALS AND EXPENDABLES				

COST SUMMARY	
LABOR	
MATERIAL AND EXPENDABLES	
EQUIPMENT AND SMALL TOOLS	
SUBCONTRACTOR	
SUB TOTAL	
OVERHEAD	
SUB TOTAL	
PROFIT	
TOTAL AMOUNT	

CHARGES TO THIS EXTRA WORK ARE COMPLETED INCOMPLETE

1. Fill out a work order daily in duplicate.
2. The person who authorized the work signs it daily.
3. Give one copy to client/subcontractor - original to be turned in to the office with time sheets each week.

The customer, through his authorized representative signing below, approves the performance of the work described. Unless provided by contract otherwise, current pricing procedures and insurance coverage will apply, and terms of payment are net 10 days from date of invoice.

BY Keith Kliegel - UNITED HRB
Project Superintendent/Project Manager

AUTHORIZED
[Signature]
Owner's Representative Subcontractor

TEMP. PARTITIONS

FIELD WORK ORDER FORM

UNITED HRB
CONTRACTOR

AUTHORIZATION REFERENCE NO. _____
 JOB NO. 5065
 DATE 11-6-07
 BACK CHARGE CHANGE ORDER
 Sheet 1 of 2

PROJECT BOONE COUNTY COURT HOUSE

CHARGE TO
SM WILSON

DESCRIPTION OF WORK PATCH COLUMNS E3 + D3
1ST FLOOR, CLEAN UP, DEMO COLUMN
H&H 3RD FLOOR

Not An Extra

NAME	CRAFT	HRS	RATE	AMOUNT
KEITH KRIEGER	CARP	6		
LOUIS GIECK	CARP	5		
CARL HALEY	CARP	6		
NEIL JAMES	LABOR	8		
ART THOMPSON	LABOR	8		
TOTAL LABOR		<u>33 HRS</u>		

DESCRIPTION	HRS	RATE	AMOUNT
TOTAL EQUIPMENT AND SMALL TOOLS			

QTY	DESCRIPTION	MEAS.	PRICE	AMOUNT
TOTAL MATERIALS AND EXPENDABLES				

LABOR		
MATERIAL AND EXPENDABLES		
EQUIPMENT AND SMALL TOOLS		
SUBCONTRACTOR		
SUB TOTAL		
OVERHEAD		
SUB TOTAL		
PROFIT		
TOTAL AMOUNT		

CHARGES TO THIS EXTRA WORK ARE COMPLETED INCOMPLETE

- Fill out a work order daily in duplicate.
- The person who authorized the work signs it daily.
- Give one copy to client/subcontractor - original to be turned in to the office with time cards each week.

The customer, through his authorized representative signing below, approves the performance of the work described. Unless provided by contract otherwise, current pricing procedure and insurance coverage will apply, and terms of payment are net 10 days from date of invoice.

BY Keith Krieger - UNITED HRB
 Project Superintendent/Project Manager

AUTHORIZED
[Signature]
 Owner's Representative Subcontractor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 08

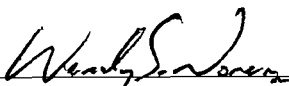
In the County Commission of said county, on the 10th day of January 20 08

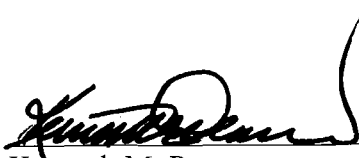
the following, among other proceedings, were had, viz:

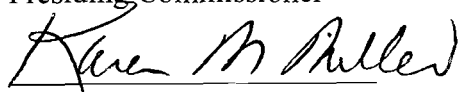
Now on this day the County Commission of the County of Boone does hereby approve the use of the Commission Chambers on January 31, 2008, from 2:00 p.m. to 3:30 p.m. for AMEC Earth & Environmental.

Done this 10th day of January, 2008.

ATTEST:

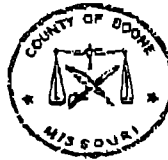

 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Scoping Meeting for Boone County

Date(s) of Use: 1-31-08

Time of Use: From: 2:00 a.m./p.m. thru 3:30 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm 220 - Rm 208 - Rm 139
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: AMEC Earth & Environmental

Organization Representative/Title: Dennis Lawler, Program Manager

Address/Phone Number: 5020 SW 28th St., Ste. 100 Topeka, KS 66604

Date of Application: 1-8-08

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Jones
County Clerk

[Signature]
County Commissioner

DATE: 1/10/08

**Fax**

To	Jessica Sapp, Secretary	From	Rebecca Jones
Company	Boone County Commission	Direct Tel	785-272-6830 ext. 230
Fax	573-886-4311	Fax	785-272-6878
Charge no		Pages	2 (inc. this page)
File no		Date	1-8-08
Fax operator		cc	

Subject Application for organizational use of Boone County facilities (Boone County Scoping Meeting)

Dennis Lawlor, Program Manager
Direct Tel 785-272-6830 ext. 231
Direct Fax 785-272-6878
E-mail dennis.lawlor@amec.com

RJ

This organization is working w/FEMA + SEMA on Flood Plain Mapping.

Q:\4115050261_Missouri_Map_Mod\0004_Boone_Co\Admin\Correspondence\Boone County room reservation form Fax.usa.doc

AMEC Earth & Environmental, Inc.
(Click here - Address - Max 3 lines)
(Click here - Country Postal Code)
Tel +(Click here - eg 1 (905) 829-5400)
Fax +(Click here - eg 1 (905) 829-5401)
www.amec.com

This fax message is confidential. If you are not the intended recipient please notify us by telephone as soon as possible and either return the message by post or destroy it. If you are not the intended recipient, any use by you of its contents is prohibited.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 08


In the County Commission of said county, on the 10th day of January 20 08

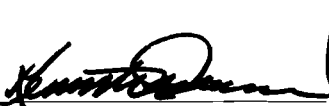
the following, among other proceedings, were had, viz:

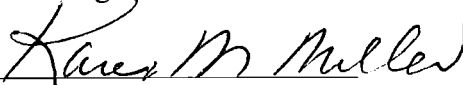
Now on this day the County Commission of the County of Boone does hereby approve the use of the Centralia Clinic on February 12, 2008, from 9:30 a.m. to 2:30 p.m., and on March 10, 2008, from 1:00 p.m. to 3:30 p.m. for Centralia Flower and Garden Club meetings.

Done this 10th day of January, 2008.

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

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



RECEIVED JAN 08 2008

31-2008

Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Garden Club meetings

Date(s) of Use: 2-12-08 - 3-10-08

Time of Use: From: 9:30-2-12 - 2-30-2-12
11:00-3-10 a.m./p.m. thru 3:30-3-10 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Centralia Flower and Garden Club

Organization Representative/Title: Jean Ball member of Garden Club

Address/Phone Number: 21901 N. Hwy 124 Centralia, MO. 65240 (5736823556)

Date of Application: January 4, 08

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. ...
County Clerk

[Signature]
County Commissioner

DATE: 1/10/08

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the

10th

day of

January


20 08


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

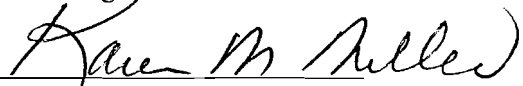
Now on this day the County Commission of the County of Boone does hereby appoint Robert G. Bailey to the Boone County Family Resources Board of Directors for a term beginning January 8, 2008 and ending January 7, 2011.

Done this 10th day of January, 2008.

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

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@boonecountymo.org

effective 1/8/08
expire 1/7/2011

RECEIVED DEC 03 2007

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Family Resources Term: _____

Current Township: _____ Today's Date: 12/3/06

Name: Robert G. Bailey

Home Address: 3378 Wainwright Town Columbia Zip Code: 65203

Business Address: 217 Hulston Hall Town " Zip Code: 65211

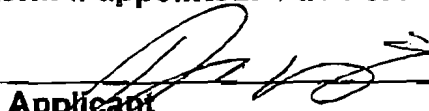
Home Phone: 466-8157 Work Phone: 882-6891
Fax: 882-4984 E-mail: BaileyR@Missouri.edu

Qualifications: Served on the board for 4 years as the past
2-10 years as chair.

Past Community Service: CMFB, RAIR, BDA

References: Roger Wilson, Ken Dean, Wendy Noren

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 08

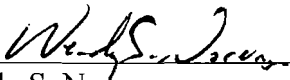
In the County Commission of said county, on the 10th day of January 20 08


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

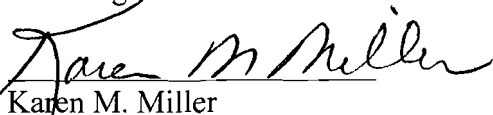
Now on this day the County Commission of the County of Boone does hereby appoint Beverly Braun to the Health Trust Committee for a term beginning January 8, 2008 and ending January 7, 2011.


Done this 10th day of January, 2008.

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



Request to be considered for a County Board or Commission
(* indicate required fields)

Board Name	Health Trust Committee	
Current Township	Columbia Missouri	
Name*	Beverly Braun	
Home Address *	4205 Wales	
City *	Columbia	
Zip*	65203	
Business Address	Boone County Sheriff's Department 2121 County Drive	
City	Columbia	
Zip	65202	
E-mail *	bbraun@boonecountymo.org	
Phone Numbers	Home 573-445-4963	Work 573-876-6101
Fax	573-874-8953	
Qualifications	See attached	
Past Community Service	See attached	
References	See attached	
<input type="button" value="Submit"/> <input type="button" value="Reset"/>		

effective - 1/8/08
expire 1/7/2011

Beverly Jean Braun
Boone County Sheriff's Department
December 24, 2007

To: Boone County Commissioners Elkin, Miller and Pearson,

My letter of application to continue on the Health Trust Committee is much the same as I submitted in December, 2004.

I applied for a position on the Health Trust Committee in July, 1990 and was appointed as a member of the Health Trust Committee by Commissioner Graham on 7/19/1990. I have always considered this a very important part of the service I have given to Boone County and my fellow employees.

Since my initial appointment to this committee I have served on many of the subcommittees through the years to investigate adding benefits, changing benefits or the reduction in benefits. I have an acquired knowledge of 17 years in insurance benefits, regulations and HIPPA regulations.

During my time on the committee I have served with several county commissioners, the County Assessor Tom Schauwecker, Auditors Anne Weinheimer and June Pitchford, County Clerk Wendy Noren, County Treasurer Kay Murray, the other county employee, Ray George and now representative, Gordon McCune from Public Works, our volunteer citizens and our representatives from the insurance industry. I believe I am able to look at the benefit package from the employee perspective as well as having the knowledge as to how it affects the county fiscal position.

I do intend to retire from Boone County at the end of 2008. I understand that the term is for 3 years, however, since I have spent most of my working years at Boone County advocating for the employees, I would really like to continue to work on this committee for my last year of employment.

Past Community Service:

I have not been involved in a lot of community organizations; however, I have been a very active member of the Cosmopolitan International Luncheon Club since 1989 and have served on the board of managers as well as in each of the officer positions, except Treasurer. I was the first female member of our club as well as the first female president. I have chosen to support my community through the Cosmo Club in the work we do for Parks and other worthwhile community events. I also feel that my service in my Cosmo Club has benefited our Sheriff's Department and Boone County. Our Club has supported the D.A.R.E. program, Crime Stoppers, and we have purchased two police dogs for the Sheriff's Department and four or five for the Columbia Police Department through the years.

I am a Master Gardner through the Boone County Extension Center and I hope to be able to use this skill to benefit Columbia and Boone County through this volunteer organization, hopefully, more after I retire than at the present time.

I have also served within Boone County on subcommittees that were a part of the Personnel Advisory Committee to work on county employee benefits. I believe my

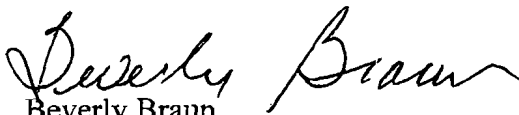
service to Boone County has benefited my community through the many employees that we have assisted to better their financial and physical health.

References:

I believe I could list all of the county office holders and office directors as a reference. I have known and worked with most of them for the 26 and ½ years that I have been with Boone County.

I would also list former Prosecutor Joe Moseley, former County Commissioners Kay Roberts, Patsy Ponder Dalton, David Griggs, Frank Graham and Linda Vogt. Judge Gene Hamilton, Judge Jodie Asel and Judge Gary Oxenhandler. Jim McNabb, Dir. of JCIC and Emergency Mgt. Gene Baumann, Rocheport, Missouri Shelly Dometrorch, Rocheport, Missouri

Respectfully submitted,



Beverly Braun

Captain

Boone County Sheriff's Department

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STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 08

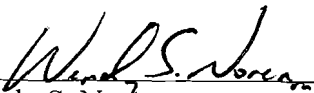
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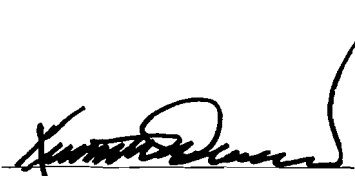
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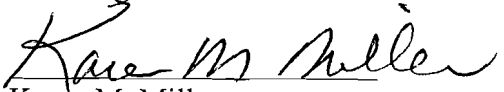
Now on this day the County Commission of the County of Boone does hereby appoint Betty Wilson to the Senior Citizen Services Corporation for a term beginning January 8, 2008 and ending January 7, 2011.

Done this 10th day of January, 2008.

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

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

effective 1/8/08
expire 1/7/10



34-2008
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

RECEIVED JAN 03 2008

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Senior Citizen Services Corp. Term: 2008-2011

Current Township: Columbia Today's Date: 1-1-08

Name: Betty Wilson

Home Address: 1719 University Town Columbia Zip Code: 65201

Business Address: 401 Locust Town Columbia Zip Code: 65205
PO Box 979

Home Phone: 442-1372 Work Phone: 443-3134
Fax: 442-6323 E-mail: bwilson@owwlaw.com

Qualifications: I have served on this Commission for several terms and am committed to the highest quality of care for our senior citizens, I am a practicing attorney and have a master's degree in social work.

Past Community Service: Numerous standing ad hoc commissions in the 40+ years I have lived in Boone Co; Pres, Mo. Humanities Council; Pres, Mo. Arts Council; active in democratic politics

References: Barton Boyle
Phyllis Fugitt

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.

Betty Wilson
Applicant
Signature

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To: Boone County Government Center
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Columbia, MO 65201
Fax: 573-886-4311