

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

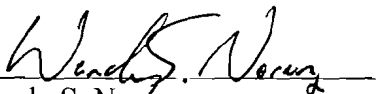
In the County Commission of said county, on the 10<sup>th</sup> day of February 20 09

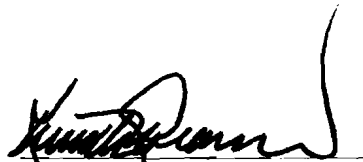
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request to add four (4) PC Monitors to the final PC Replacement plan for FY 2009.

Done this 10<sup>th</sup> day of February, 2009.

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**  
**Department of Information Technology**  
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut, Room 221  
Columbia, MO 65201-4890  
573-886-4315

**Aron Gish**

**Director**

February 10, 2009

TO: Ken Pearson, Presiding Commissioner  
Karen Miller, District I Commissioner  
Skip Elkin, District II Commissioner

FROM: Aron Gish, IT Director

SUBJECT: PC Replacement Plan – Add 4 Monitors

I am requesting to add 4 PC Monitors to the final PC Replacement plan for FY09. The PC Monitors in question were removed during budget tightening at the end of 2008. The new monitors were removed with a plan of allowing the existing monitors to continue being used in their current location. In further review, those monitors are going to be used as “trickle downs” for other locations.

	<u>Budgeted</u>	<u>Current Cost</u>	<u>Savings</u>
PC Workstation	\$1,060.00	\$400.35	\$659.65
PC Monitor		\$189.00	-\$189.00
		\$589.35	Total \$470.65

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

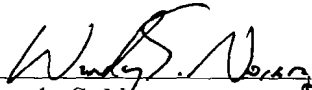
In the County Commission of said county, on the 10<sup>th</sup> day of February 20 09

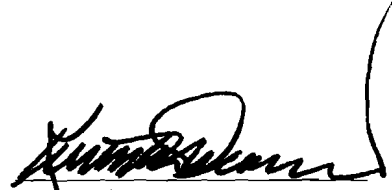
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the request for surplus disposal by auction of five (5) Ford Crown Victorias per the attached memorandum. It is further ordered the Presiding Commissioner is hereby authorized to sign said disposal forms.

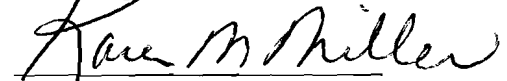
Done this 10<sup>th</sup> day of February, 2009.

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 Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut St., Rm. 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB  
Director of Purchasing

DATE: January 29, 2009

RE: Sheriff Department Vehicle Disposal

Following are Sheriff Department surplus vehicles. Purchasing requests Commission approval to dispose of the Crown Victoria vehicles through the Kirksville Auto Auction with Jim Cornell serving as our representative. Attached for signature are the fixed asset disposal forms.

DISPOSAL THROUGH AUCTION			
Year	Description	Approximate Mileage	VIN #
2005	Ford Crown Victoria	81315	2FAFP71W55X113328
2005	Ford Crown Victoria	84298	2FAFP71W25X113318
2006	Ford Crown Victoria	101156	2FAHP71W06X104756
2006	Ford Crown Victoria	83080 (heat does not work)	2FAHP71W46X104758
2005	Ford Crown Victoria	85683 (heat does not work)	2FAHP71W56X104767

cc: Caryn Ginter, Auditor  
Chad Martin / Leasa Quick, Sheriff  
Tasha Reynolds, Clerk  
Greg Edington, PW

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 1/26/09

FIXED ASSET TAG NUMBER: 14767

DESCRIPTION: 2005 Ford Crown Victoria, vin # 2FAFP71W55X113328

REQUESTED MEANS OF DISPOSAL: Auction

OTHER INFORMATION: Mileage: 81315

CONDITION OF ASSET: Transmission problem.

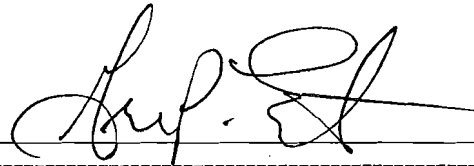
REASON FOR DISPOSITION: Trade for trickle down vehicle, vin # 2FAFP71W65X113323

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 1/26/09

DEPARTMENT: 2045

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 11/09/2004

RECEIPT INTO 2901-3835

ORIGINAL COST 19827.00

ORIGINAL FUNDING SOURCE 2787

TRANSFER CONFIRMED \_\_\_\_\_

ASSET GROUP 1605

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME: Public Works Design and Construction NUMBER: 2045  
LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 49-2009

DATE APPROVED 2/10/09

SIGNATURE 

RECEIVED

JAN 27 2009

BOONE COUNTY AUDITOR

# BOONE COUNTY

RECEIVED

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

JAN 20 2009  
BOONE COUNTY AUDITOR

DATE: 1-20-09

FIXED ASSET TAG NUMBER: 14741

DESCRIPTION: 2005 FORD CROWN VICTORIA, VIN/2FAFP71W25X113318

REQUESTED MEANS OF DISPOSAL: AUCTION

OTHER INFORMATION:

CONDITION OF ASSET: OK

REASON FOR DISPOSITION: HIGH MILES

COUNTY / COURT IT DEPT:  DOES  DOES NOT WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 1-20-09

DEPARTMENT: SHERIFF 1251 SIGNATURE Capt. [Signature]

**AUDITOR**

ORIGINAL PURCHASE DATE 10/19/2004 RECEIPT INTO 2901-3835

ORIGINAL COST 19,827.00

ORIGINAL FUNDING SOURCE 2787  
ASSET GROUP 1605

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE  AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 49-2009

DATE APPROVED 2/10/09

SIGNATURE [Signature]

14741

**BCSD VEHICLE DISPOSAL CHECK LIST**

VEHICLE VIN: 2FAFP71W25X113318 (5325)

VEHICLE YEAR 2005 MILEAGE 84298

REASON FOR DISPOSAL: Mileage

CAGE REMOVED: ✓

MDT EQUIPMENT REMOVED: ✓

LIGHT BAR/SIREN REMOVED: ✓

MAGLIGHT/STINGER FLASHLIGHT REMOVED: ✓

MOBILE VIDEO EQUIPMENT REMOVED: ✓

RADIO EQUIPMENT REMOVED: ✓

**STRIPES REMOVED: NO - CORNELL NEEDS TO REMOVE BEFORE SELLING**

DATE VEHICLE AVAILABLE FOR SALE: 1-20-09

Capt. [Signature]  
Boone County Sheriff's Department

1-20-09  
Date:

BOONE DETAILED VEHICLE HISTORY 01-17-2009

Sorted by: VEHN / DATE

Selection Criteria: VEHN |7318 Only

DV |02 Only

All Status Codes except SOLD

VEHN DV VT DESCRIPTION  
7318 02 02 PASSENGER CARS 05 FORD CV

DATE	CT	METER	COMMENTS	PARTS\$	LABOR\$	TOTAL\$	TIME	MECH	MECHAN
05/29/08	14	80395	RPL BATT	104.49	17.00	121.49	0.50	M0053	KNIGHT
05/29/08	16	80395	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGHT
02/28/08	48	71699	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGHT
02/28/08	14	71699	RR BRAKE LIGHT	0.69	10.20	10.89	0.30	M0053	KNIGHT
02/28/08	40	71699	PRVT MAINT	5.84	17.00	22.84	0.50	M0053	KNIGHT
02/28/08	50	71699	SHOP SUPPLIES	19.89	0.00	19.89	0.00	M0000	PARTS
01/29/08	16	70184	RPL WIPER BLADES	14.30	6.80	21.10	0.20	M0053	KNIGHT
10/12/07	48	68510	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGHT
10/12/07	12	68510	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGHT
10/12/07	12	68510	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGHT
10/12/07	01	68510	REMOVE TRAILER HITCH	0.00	17.00	17.00	0.50	M0053	KNIGHT
10/12/07	14	68510	SPOTLIGHT BUILB	3.59	6.80	10.39	0.20	M0053	KNIGHT
10/12/07	15	68510	RPL BELT	24.91	17.00	41.91	0.50	M0053	KNIGHT
10/12/07	34	68510	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT
10/12/07	40	68510	PRVT MAINT	10.02	17.00	27.02	0.50	M0053	KNIGHT
10/12/07	50	68510	SHOP SUPPLIES	50.47	0.00	50.47	0.00	M0000	PARTS
08/06/07	01	64040	INSTALL TRAILER HITCH	0.00	17.00	17.00	0.50	M0053	KNIGHT
05/15/07	18	57032	RPL F BRAKEPADS/ROTORS	218.65	34.00	252.65	1.00	M0053	KNIGHT
05/15/07	18	57032	RPL R BRAKEPADS/ROTORS	0.00	34.00	34.00	1.00	M0053	KNIGHT
05/15/07	34	57032	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT
03/13/07	12	51829	RPL FUEL PUMP	271.15	102.00	373.15	3.00	M0053	KNIGHT
03/13/07	16	51829	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGHT
03/13/07	34	51829	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT
03/12/07	12	51829	RPL FUEL FILTER	96.44	17.00	113.44	0.50	M0053	KNIGHT
03/12/07	12	51829	RPL MASS AIR FLOW SEN	0.00	17.00	17.00	0.50	M0053	KNIGHT



## BOONE DETAILED VEHICLE HISTORY

01-17-2009

03/12/07	34	51829	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT
03/12/07	40	51829	PRVT MAINT	4.08	0.00	4.08	0.00	M0000	PARTS
02/07/07	48	48971	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGHT
02/07/07	07	48971	SERVICE TRANS	0.00	34.00	34.00	1.00	M0053	KNIGHT
02/07/07	12	48971	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGHT
02/07/07	12	48971	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGHT
02/07/07	34	48971	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT
02/07/07	40	48971	PRVT MAINT	10.28	17.00	27.28	0.50	M0053	KNIGHT
02/07/07	09	48971	MISC MAINT	8.33	0.00	8.33	0.00	M0000	PARTS
02/07/07	40	48971	PRVT MAINT	0.00	0.00	0.00	0.00	M0000	PARTS
02/07/07	50	48971	SHOP SUPPLIES	84.99	0.00	84.99	0.00	M0000	PARTS
11/20/06	14	42931	RPL BATT	94.99	17.00	111.99	0.50	M0053	KNIGHT
01/11/06	48	25552	SAFETY INSPECTNS	0.00	11.31	11.31	0.50	M0053	KNIGHT
01/11/06	12	25552	RPL FUEL FILTER	0.00	11.31	11.31	0.50	M0053	KNIGHT
01/11/06	12	25552	CLEAN AIR IND	0.00	22.62	22.62	1.00	M0053	KNIGHT
01/11/06	16	25552	RPL WIPER BLADES	14.30	4.52	18.82	0.20	M0053	KNIGHT
01/11/06	34	25552	ROAD TEST	0.00	6.79	6.79	0.30	M0053	KNIGHT
01/11/06	40	25552	PRVT MAINT	10.84	11.31	22.15	0.50	M0053	KNIGHT
01/11/06	50	25552	SHOP SUPPLIES	41.74	0.00	41.74	0.00	M0000	PARTS
01/11/06	18	25552	RPL F BRAKEPADS/ROTORS	124.30	22.62	146.92	1.00	M0053	KNIGHT
10/11/04	09	0	36 Months 36000 Miles	0.00	0.00	0.00	0.00	V0507	JOE MA
12	repair orders		Vehicle 7318 Total	1233.29	705.88	1939.17	22.10		
12	repair orders		Report Total	1233.29	705.88	1939.17	22.10		

# BOONE COUNTY

RECEIVED

JAN 20 2009

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: 1-20-09

FIXED ASSET TAG NUMBER: 15160

DESCRIPTION: 2005 FORD CROWN VICTORIA, VIN/2FAHP71W56X104767

REQUESTED MEANS OF DISPOSAL: AUCTION

OTHER INFORMATION: Heat does not work (blend door bad)

CONDITION OF ASSET: Not great

REASON FOR DISPOSITION: HIGH MILES

COUNTY / COURT IT DEPT:  DOES  DOES NOT WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 1-20-09

DEPARTMENT: SHERIFF 1251 SIGNATURE Cpt. [Signature]

**AUDITOR**

ORIGINAL PURCHASE DATE 9/30/05 RECEIPT INTO 2901-3835

ORIGINAL COST 20,363.00

ORIGINAL FUNDING SOURCE 2787

ASSET GROUP 1605

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_ TRADE  AUCTION \_\_\_ SEALED BIDS

\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 49-2009

DATE APPROVED 2/10/09

SIGNATURE [Signature]

BCSD VEHICLE DISPOSAL CHECK LIST

VEHICLE VIN: 2FAHP 71W56X104767 (smitty)

VEHICLE YEAR 2005 MILEAGE 85683

REASON FOR DISPOSAL: Mileage

CAGE REMOVED: ✓

MDT EQUIPMENT REMOVED: ✓

LIGHT BAR/SIREN REMOVED: ✓

MAGLIGHT/STINGER FLASHLIGHT REMOVED: ✓

MOBILE VIDEO EQUIPMENT REMOVED: ✓

RADIO EQUIPMENT REMOVED: ✓

STRIPES REMOVED: NO - CORNELL NEEDS TO REMOVE BEFORE SELLING

DATE VEHICLE AVAILABLE FOR SALE: 1-20-09

Capt. [Signature]  
Boone County Sheriff's Department

1-20-09  
Date:

## BOONE DETAILED VEHICLE HISTORY 11-17-2008

Sorted by: VEHN / DATE

Selection Criteria: VEHN |7767 Only

DV |02 Only

All Status Codes except SOLD

VEHN DV VT DESCRIPTION  
7767 02 02 PASSENGER CARS 06 FORD CV

DATE	CT	METER	COMMENTS	PARTS\$	LABOR\$	TOTAL\$	TIME	MECH	MECHA
10/08/08	40	85562	PRVT MAINT	2.49	0.00	2.49	0.00	M0000	PARTS
10/08/08	50	85562	SHOP SUPPLIES	20.94	0.00	20.94	0.00	M0000	PARTS
07/14/08	48	79355	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGH
07/14/08	12	79355	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGH
07/14/08	12	79355	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGH
07/14/08	14	79355	LIC PLATE LIGHT	0.23	10.20	10.43	0.30	M0053	KNIGH
07/14/08	16	79355	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGH
07/14/08	34	79355	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
07/14/08	40	79355	PRVT MAINT	6.76	17.00	23.76	0.50	M0053	KNIGH
07/14/08	50	79355	SHOP SUPPLIES	52.49	0.00	52.49	0.00	M0000	PARTS
11/26/07	04	61523	RPL F SHOCKS	121.50	136.00	257.50	4.00	M0053	KNIGH
11/26/07	34	61523	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
11/19/07	48	60875	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGH
11/19/07	14	60875	CLEAN BATT CABLES	0.00	10.20	10.20	0.30	M0053	KNIGH
11/19/07	16	60875	RPL WIPER BLADES	14.38	6.80	21.18	0.20	M0053	KNIGH
11/19/07	40	60875	PRVT MAINT	5.84	17.00	22.84	0.50	M0053	KNIGH
11/19/07	50	60875	SHOP SUPPLIES	19.51	0.00	19.51	0.00	M0000	PARTS
06/05/07	48	48702	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGH
06/05/07	07	48702	SERVICE TRANS	0.00	34.00	34.00	1.00	M0053	KNIGH
06/05/07	12	48702	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGH
06/05/07	12	48702	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGH
06/05/07	14	48702	RPR HEAD LIGHT	5.50	10.20	15.70	0.30	M0053	KNIGH
06/05/07	16	48702	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGH
06/05/07	34	48702	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
06/05/07	40	48702	PRVT MAINT	10.56	17.00	27.56	0.50	M0053	KNIGH

## BOONE DETAILED VEHICLE HISTORY

11-17-2008

06/05/07	09	48702	MISC MAINT	8.33	0.00	8.33	0.00	M0000	PARTS
06/05/07	15	48702	BELTS	24.91	0.00	24.91	0.00	M0000	PARTS
06/05/07	50	48702	SHOP SUPPLIES	95.60	0.00	95.60	0.00	M0000	PARTS
04/11/07	14	44300	HEADLIGHT BUILB	8.04	6.80	14.84	0.20	M0053	KNIGH
01/18/07	14	38505	RPL BATT	94.99	17.00	111.99	0.50	M0053	KNIGH
01/18/07	16	38505	RPL WIPER BLADES	14.30	6.80	21.10	0.20	M0053	KNIGH
08/15/06	48	26735	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGH
08/15/06	12	26735	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGH
08/15/06	12	26735	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGH
08/15/06	16	26735	RPL WIPER BLADES	9.52	6.80	16.32	0.20	M0053	KNIGH
08/15/06	17	26735	PLUG LR TIRE	0.00	3.40	3.40	0.10	M0053	KNIGH
08/15/06	18	26735	RPL F BRAKEPADS/ROTORS	128.29	34.00	162.29	1.00	M0053	KNIGH
08/15/06	34	26735	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
08/15/06	40	26735	PRVT MAINT	10.39	17.00	27.39	0.50	M0053	KNIGH
08/15/06	50	26735	SHOP SUPPLIES	45.41	0.00	45.41	0.00	M0000	PARTS
09/26/05	09	0	36 Months 36000 Miles	0.00	0.00	0.00	0.00	V0507	JOE M
9	repair orders		Vehicle 7767 Total	718.98	625.60	1344.58	18.40		
9	repair orders		Report Total	718.98	625.60	1344.58	18.40		

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 1-20-09 FIXED ASSET TAG NUMBER: 15164

DESCRIPTION: 2006 FORD CROWN VICTORIA, VIN/2FAHP71W06X104756

REQUESTED MEANS OF DISPOSAL: AUCTION

OTHER INFORMATION: N/A

CONDITION OF ASSET: Fail

REASON FOR DISPOSITION: <sup>Very</sup> HIGH MILES

COUNTY / COURT IT DEPT:  DOES  DOES NOT WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 1-20-09

DEPARTMENT: SHERIFF 1251 SIGNATURE Capt. [Signature]

### AUDITOR

ORIGINAL PURCHASE DATE 9/30/2005 RECEIPT INTO 2901-3835

ORIGINAL COST 20,363.00

ORIGINAL FUNDING SOURCE 2787  
ASSET GROUP 1605

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE  AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 49-2009

DATE APPROVED 2/10/09

SIGNATURE [Signature]

RECEIVED  
JAN 20 2009  
BOONE COUNTY AUDITOR

Blue Tag 15164

**BCSD VEHICLE DISPOSAL CHECK LIST**

VEHICLE VIN: 2FAHP71W06X104756 (Date)

VEHICLE YEAR 2006 MILEAGE 101156

REASON FOR DISPOSAL: Mileage

CAGE REMOVED: Yes

MDT EQUIPMENT REMOVED: Yes

LIGHT BAR/SIREN REMOVED: Yes

MAGLIGHT/STINGER FLASHLIGHT REMOVED: Yes

MOBILE VIDEO EQUIPMENT REMOVED: Yes

RADIO EQUIPMENT REMOVED: Yes

**STRIPES REMOVED: NO - CORNELL NEEDS TO REMOVE BEFORE SELLING**

DATE VEHICLE AVAILABLE FOR SALE: 1-20-09

Capt. [Signature]  
Boone County Sheriff's Department

1-20-09  
Date:

## BOONE DETAILED VEHICLE HISTORY 11-16-2008

Sorted by: VEHN / DATE

Selection Criteria: VEHN |7756 Only

DV |02 Only

All Status Codes except SOLD

VEHN DV VT DESCRIPTION  
7756 02 02 PASSENGER CARS 06 FORD CV

DATE	CT	METER	COMMENTS	PARTS\$	LABOR\$	TOTAL\$	TIME	MECH	MECHA
10/20/08	40	99317	APM	21.95	0.00	21.95	0.00	V7000	SHERI
09/24/08	40	96000	APM	0.00	21.95	21.95	0.00	V7000	SHERI
08/04/08	40	89960	APM	21.95	0.00	21.95	0.00	V7000	SHERI
06/04/08	01	81835	RPL TRUNK LOCK CYL	40.40	34.00	74.40	1.00	M0053	KNIGH
06/04/08	30	81835	ADAMS LOCKSMITH	0.00	0.00	0.00	0.00	M0053	KNIGH
05/15/08	01	79499	RPL LF SEAT BELT	45.00	34.00	79.00	1.00	M0053	KNIGH
03/28/08	16	73517	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGH
03/28/08	17	73517	ROTATE TIRES	0.00	17.00	17.00	0.50	M0053	KNIGH
03/28/08	18	73517	RPL F BRAKEPADS/ROTORS	223.55	34.00	257.55	1.00	M0053	KNIGH
03/28/08	18	73517	RPL R BRAKEPADS/ROTORS	0.00	34.00	34.00	1.00	M0053	KNIGH
03/28/08	34	73517	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
01/02/08	14	63132	RPL BATT	104.49	17.00	121.49	0.50	M0053	KNIGH
12/18/07	10	62360	CHECK ENGINE LIGHT	0.00	17.00	17.00	0.50	M0053	KNIGH
12/18/07	11	62360	RPL FAN ASSEMBLY	312.52	34.00	346.52	1.00	M0053	KNIGH
12/18/07	11	62360	RPL THERMOSTAT/SEAL	0.00	17.00	17.00	0.50	M0053	KNIGH
12/18/07	15	62360	RPL BELT	31.36	17.00	48.36	0.50	M0053	KNIGH
12/18/07	34	62360	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
12/18/07	11	62360	COOLING SYSTEM	0.00	0.00	0.00	0.00	M0000	PARTS
12/18/07	50	62360	SHOP SUPPLIES	14.58	0.00	14.58	0.00	M0000	PARTS
12/06/07	16	60908	RPL WIPER BLADES	14.30	6.80	21.10	0.20	M0053	KNIGH
08/08/07	48	47901	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGH
08/08/07	07	47901	SERVICE TRANS	0.00	34.00	34.00	1.00	M0053	KNIGH
08/08/07	12	47901	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGH
08/08/07	12	47901	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGH
08/08/07	15	47901	RPL BELT	31.36	17.00	48.36	0.50	M0053	KNIGH



BOONE DETAILED VEHICLE HISTORY

11-16-2008

08/08/07	17	47901	ROTATE TIRES	0.00	17.00	17.00	0.50	M0053	KNIGH
08/08/07	18	47901	RPL F BRAKEPADS/ROTORS	124.30	34.00	158.30	1.00	M0053	KNIGH
08/08/07	34	47901	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
08/08/07	40	47901	PRVT MAINT	10.14	17.00	27.14	0.50	M0053	KNIGH
08/08/07	09	47901	MISC MAINT	8.60	0.00	8.60	0.00	M0000	PARTS
08/08/07	50	47901	SHOP SUPPLIES	50.35	0.00	50.35	0.00	M0000	PARTS
04/11/07	16	33310	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGH
11/29/06	16	20591	RPL WIPERS	14.30	6.80	21.10	0.20	M0014	SAPP
10/04/06	01	15299	RPR WINDSHIELD	0.00	30.00	30.00	0.00	V0933	SUPER
09/26/05	09	0	36 Months 36000 Miles	0.00	0.00	0.00	0.00	V0507	JOE M
14	repair orders		Vehicle 7756 Total	1088.15	551.75	1639.90	14.70		
14	repair orders		Report Total	1088.15	551.75	1639.90	14.70		

# BOONE COUNTY

RECEIVED

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

IAN 20 2009

BOONE COUNTY AUDITOR

DATE: 1-20-09

FIXED ASSET TAG NUMBER: 15168

DESCRIPTION: 2006 FORD CROWN VICTORIA, VIN/2FAHP71W46X104758

REQUESTED MEANS OF DISPOSAL: AUCTION

OTHER INFORMATION: Heater does not work (blend door bad)

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: HIGH MILES

COUNTY / COURT IT DEPT:  DOES  DOES NOT WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 1-20-09

DEPARTMENT: SHERIFF 1251 SIGNATURE Capt. [Signature]

**AUDITOR**

ORIGINAL PURCHASE DATE 9/30/2005 RECEIPT INTO 2901-3835

ORIGINAL COST 20,363.00

ORIGINAL FUNDING SOURCE 2787 TRANSFER CONFIRMED \_\_\_\_\_

ASSET GROUP 1605

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 49-2009

DATE APPROVED 2/10/09

SIGNATURE [Signature]

BCSD VEHICLE DISPOSAL CHECK LIST

VEHICLE VIN: 2FAHP71W46X104758 (Gabe)

VEHICLE YEAR 2006 MILEAGE 83080

REASON FOR DISPOSAL: Mileage

CAGE REMOVED: ✓

MDT EQUIPMENT REMOVED: ✓

LIGHT BAR/SIREN REMOVED: ✓

MAGLIGHT/STINGER FLASHLIGHT REMOVED: ✓

MOBILE VIDEO EQUIPMENT REMOVED: ✓

RADIO EQUIPMENT REMOVED: ✓

STRIPES REMOVED: NO - CORNELL NEEDS TO REMOVE BEFORE SELLING

DATE VEHICLE AVAILABLE FOR SALE: 1-20-09

Capt. [Signature]  
Boone County Sheriff's Department

1-20-09  
Date:

**BOONE COUNTY SHERIFF'S DEPARTMENT  
SERVICE, MAINTENANCE, REPAIR PROCEDURES & RECORD**

**YEAR 2006 MAKE Ford VIN 2FAHP71W46X104758**

**INSTRUCTIONS:** Perform service operations at the mileage intervals listed below. When the service has been performed, the officer should enter mileage, date and officer number. Preventive maintenance operations should be performed each 3,000 miles or 3 months, whichever occurs first. These preventive maintenance operations should be performed at the specified mileage or when practical. If it becomes necessary to perform service operations between maintenance periods, the regular maintenance should be performed at the required odometer reading to get back on schedule for the next service operation. Engine oil should be drained at each 3,000 miles. New cars have a 36,000 mile/36 month factory warranty.

**OIL = 5 W 30**

**Operation #1**

- Change engine oil
- Change engine oil filter
- Safety Inspection\*
- Inspect front brake linings
- Clean Air Cleaner
- Check all belts for proper tension & condition

**Operation #2**

- Engine Tune-up
- Clean or replace spark plugs
- Clean and repack front wheel bearings
- Change Air Cleaner
- Change fuel filter
- Lubricate and inspect upper and lower ball joints and steering linkage
- Service fuel vapor storage canister

\*see reverse

MILEAGE	OPERATIONS	MILEAGE	DATE	OFFICER #	REMARKS
3,000	#1	3144	11/10/05	463	#1
6,000	#1	6172	12/27/05	463	#1
9,000	#1	9199	02/01/06	463	#1
12,000	#1	12162	03/22/06	463	#1
15,000	#1	15165	05/02/06	463	#1
18,000	#1	18796	06/15/06	463	#1
21,000	#1	22019	08/07/06	463	#1
24,000	#1 & #2	24140	09/15/06	463	#1 & #2
27,000	#1	27499	10/30/06	463	#1
30,000	#1	30545	12/15/06	463	#1
33,000	#1	34478	02/14/07	463	#1
36,000	#1	37449	03/21/07	463	#1
39,000	#1	40416	04/23/07	463	#1
42,000	#1	43426	06/04/07	463	#1
45,000	#1	46786	07/20/07	463	#1 & #2
48,000	#1 & #2	49893	09/07/07	463	#1
51,000	#1	53001	10-11-07	463	#1
54,000	#1	56348	12/07/07	463	#1
57,000	#1	59747	01/17/08	463	#1
60,000	#1	62673	02/29/08	463	#1
63,000	#1	62673	02/29/08	463	#1
66,000	#1 & #2	65848	04/14/08	461	#1 & #2
69,000	#1	68795	05/20/08	463	#1
72,000	#1	71821	06/20/08	463	#1
75,000	#1	75451	08/15/08	463	#1
78,000	#1	79414	10/02/08	463	#1



BOONE DETAILED VEHICLE HISTORY 11-22-2008  
Sorted by: VEHN / DATE

Selection Criteria: VEHN |7758 Only  
DV |02 Only  
All Status Codes except SOLD

VEHN DV VT DESCRIPTION  
7758 02 02 PASSENGER CARS 06 FORD CV

DATE	CT	METER	COMMENTS	PARTS\$	LABOR\$	TOTAL\$	TIME	MECH	MECHA
08/15/08	33	75451	APM	0.00	21.95	21.95	0.00	V0631	MFA O
07/21/08	18	73868	RPL F BRAKEPADS/ROTORS	125.57	34.00	159.57	1.00	M0053	KNIGH
07/21/08	18	73868	BRAKES	0.00	0.00	0.00	0.00	M0000	PARTS
04/14/08	14	65848	ELECTRIC	0.22	0.00	0.22	0.00	M0000	PARTS
04/14/08	40	65848	PRVT MAINT	6.50	0.00	6.50	0.00	M0000	PARTS
04/14/08	50	65848	SHOP SUPPLIES	50.89	0.00	50.89	0.00	M0000	PARTS
04/14/08	48	65848	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGH
04/14/08	12	65848	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGH
04/14/08	12	65848	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGH
04/14/08	14	65848	LIC PLATE LIGHT	0.00	10.20	10.20	0.30	M0053	KNIGH
04/14/08	34	65848	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
04/14/08	40	65848	PRVT MAINT	0.00	17.00	17.00	0.50	M0053	KNIGH
04/09/08	17	65396	ROTATE TIRES	0.00	17.00	17.00	0.50	M0053	KNIGH
04/03/08	14	64960	CHECK ENGINE LIGHT	0.00	17.00	17.00	0.50	M0053	KNIGH
04/03/08	11	64960	RPL THERMOSTAT/GASKET	238.82	17.00	255.82	0.50	M0053	KNIGH
04/03/08	11	64960	RPL FAN ASSM	0.00	34.00	34.00	1.00	M0053	KNIGH
04/03/08	34	64960	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
04/03/08	50	64960	SHOP SUPPLIES	7.29	0.00	7.29	0.00	M0000	PARTS
01/10/08	14	59213	RPL BATT	104.49	17.00	121.49	0.50	M0053	KNIGH
01/10/08	15	59213	RPL BELT	31.36	10.20	41.56	0.30	M0053	KNIGH
07/20/07	09	46783	MISC MAINT	8.60	0.00	8.60	0.00	M0000	PARTS
07/20/07	14	46783	ELECTRIC	1.75	0.00	1.75	0.00	M0000	PARTS
07/20/07	15	46783	BELTS	31.36	0.00	31.36	0.00	M0000	PARTS
07/20/07	40	46783	PRVT MAINT	4.09	0.00	4.09	0.00	M0000	PARTS
07/20/07	50	46783	SHOP SUPPLIES	30.91	0.00	30.91	0.00	M0000	PARTS

## BOONE DETAILED VEHICLE HISTORY

11-22-2008

07/20/07	48	46783	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGH
07/20/07	12	46783	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGH
07/20/07	12	46783	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGH
07/20/07	07	46783	SERVICE TRANS	0.00	34.00	34.00	1.00	M0053	KNIGH
07/20/07	14	46783	REPAIR CENTER BRAKELIGHT	0.00	17.00	17.00	0.50	M0053	KNIGH
07/20/07	15	46783	RPL BELT	0.00	17.00	17.00	0.50	M0053	KNIGH
07/20/07	34	46783	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
07/20/07	40	46783	PRVT MAINT	10.55	17.00	27.55	0.50	M0053	KNIGH
07/20/07	50	46783	SHOP SUPPLIES	19.39	0.00	19.39	0.00	M0000	PARTS
07/17/07	14	46558	RPL WINDOW SWITCH	54.34	17.00	71.34	0.50	M0053	KNIGH
06/26/07	18	45134	RPL F BRAKEPADS/ROTORS	220.77	34.00	254.77	1.00	M0053	KNIGH
06/26/07	18	45134	RPL R BRAKEPADS/ROTORS	0.00	34.00	34.00	1.00	M0053	KNIGH
06/26/07	34	45134	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
05/02/07	16	41474	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGH
12/28/06	14	31495	RPL BATT	94.99	17.00	111.99	0.50	M0053	KNIGH
10/11/06	14	25942	RPR LR TURNSIGNAL	1.43	10.20	11.63	0.30	M0053	KNIGH
09/15/06	48	24136	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGH
09/15/06	12	24136	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGH
09/15/06	12	24136	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGH
09/15/06	16	24136	RPL WIPER BLADES	14.30	6.80	21.10	0.20	M0053	KNIGH
09/15/06	18	24136	RPL F BRAKEPADS/ROTORS	124.30	34.00	158.30	1.00	M0053	KNIGH
09/15/06	34	24136	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGH
09/15/06	40	24136	PRVT MAINT	10.05	17.00	27.05	0.50	M0053	KNIGH
09/15/06	50	24136	SHOP SUPPLIES	46.43	0.00	46.43	0.00	M0000	PARTS
09/26/05	09	0	36 Months 36000 Miles	0.00	0.00	0.00	0.00	V0507	JOE M
14	repair orders		Vehicle 7758 Total	1247.90	712.15	1960.05	20.30		
14	repair orders		Report Total	1247.90	712.15	1960.05	20.30		

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

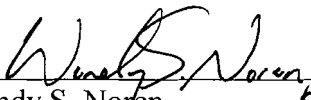
In the County Commission of said county, on the 10<sup>th</sup> day of February 20 09


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

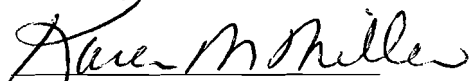
Now on this day the County Commission of the County of Boone does hereby approve the renewal of the attached list of sole source vendors for 2009.

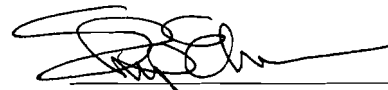
Done this 10<sup>th</sup> day of February, 2009.

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 Purchasing

**Melinda Bobbitt, CPPB**  
Director



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: January 29, 2009  
RE: Sole Source Renewals for 2009

Purchasing has received requests from departments to renew on-going sole source approvals. We are requesting approval to renew the attached list of sole source vendors for another year, ending on December 31, 2009. The 2009 list of vendors was advertised in the Columbia Daily Tribune on February 2, 2009.

ATTACHMENT: 2009 Sole Source List

2009 SOLE SOURCE APPROVAL		Commission Order #					
Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Abbott Point of Care	Sheriff	I-STAT (Portable Biosensor Technology) Critical Blood Analysis	On-Going on Maintenance	11/9/06 - Skip Elkin	\$7,500.00	Yes	72-123106SS (renewed through 12/31/08)
ACC Alarm Communication Cener	Facilities Maintenance	Service Contract on alarm system for various locatons throughout the County. Covers maintenance and parts for existing equipment and upgrades as needed.	On-Going	1/24/02 - Karen Miller	\$39,447.00	Yes - C.O. 47-2003	11-123102 (renewed through 12/31/08)
Accutime Corporation	Public Works	Time Clock with Software	On-Going on Maintenance	4/18/02 - Karen Miller	\$2,150.00	Yes	20-071502 (renewed through 12/31/08)
Al Scheppers Motors, Inc	Public Works	International Engine and Body Parts	On-Going	12/18/2001 - Karen Miller	\$0.00	Yes	06-123102 (renewed through 12/31/08)
Bar G Ozark Inc.	Public Works	Auto/Heavy Truck Engine and Transmission Service and Repair for Specialized Evacuation and Flushing Equipment	On-Going	12/30/03 - Karen Miller	Term & Supply	Yes	30-123103 (Renewed through 12/31/08)
BIO-Key	Sheriff	Maintenance on Mobile Data Terminals	On-Going	4/11/06 - Skip Elkin	\$9,448.20	Yes	63-123106SS (renewed through 12/31/08)
Boone Electric	Public Works	Relocation of power lines for construction projects	On-Going	7/6/06 - Keith Schnarre	Term & Supply	Yes	69-123106SS (renewed through 12/31/08)
C&C Group (used to be Invensys Building Ssytems)	Facilities Maintenance	Temperature control system Service Agreement for HVAC located at the Boone County Court House, Government Center and Jail to monitor existing Invensys's equipment.	On-Going	4/18/02 - Karen Miller	\$4,327.00	Yes	18-123102 (renewed through 12/31/08)
CarteGraph	Public Works	Upgrade to existing PW software	On-going on maintenance	1/23/02 - Karen Miller	Term and Supply	Yes	12-123102 (renewed through 12/31/08)

Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Centurytel	Joint Communication and Auditor	E-911 Equipment Maintenance Agreement (SE-ALI & Sentinel Stats Upgrade)	On-Going		\$39,000 annually		76-123108SS
Centurytel	Joint Communication and Auditor	CML 911 Command Post (Sentinel CommandPOST)	One-time on initial purchase and <b>on-going on maintenance @ \$2,300/ yr. (1st year maintenance included in initial purchase)</b>	278-2008	\$36,220.00	Yes	82-123108SS
City of Columbia	Non-Departmental (Auditor)	Parking @ Armory & Washbash	On-Going	1/14/2002	\$18,000.00	Yes - C.O. 47-2003	10-123102 (renewed through <b>12/31/08</b> )
City of Columbia Water and Light	Information Technology	Fiber Optic Cable Installation and Lease	On-going	12/20/04 - Skip Elkin	\$14,731.50 (Purchase) \$1,949/month on-going	Yes	51-123105 (renewed through <b>12/31/08</b> )
Coleman Technology Inc.	Sheriff	Birdog GPS Tracking System	One time	7/22/08 - Ken Pearson	\$5,950.00	Yes - C.O. 360-2008	83-103008SS
Cooke Sales and Service Company	Public Works	Tiger Boom Mower and JCB Parts	On-Going	2/22/05 - Keith Schnarre	Term & Supply	Yes	57-123105 (renewed through <b>12/31/08</b> )
Corsair Controls	Sheriff	Upgrade to Jail Door Locking System	On-Going	8/1/06 - Skip Elkin	\$194,243.00	Yes	70-123106SS (renewed through <b>12/31/08</b> )
Crown Power & Equipment Company	Public Works	OEM Parts for Case Backhoes and Wheel Loaders	On-Going	10/1/02 - Skip Elkin	Term & Supply	Yes	27-123102 (renewed through <b>12/31/08</b> )
Cummings, McGowan & West (CMW).	Public Works	Equipment Parts for Crack Seal Equipment	On-Going	6/28/07 - Ken Pearson	\$0.00	Yes	75-123107SS (Renewed through <b>12/31/08</b> )

Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Cybernetics	Information Technology	LTO Tape Library	On-Going on Maintenance	12/8/04 - Skip Elkin	\$7,295.00	Yes	50-123104 (renewed through <b>12/31/08</b> )
Cybernetics	Information Technology	Virtual Tape Disk Backup (D2D2T)	On-Going on Maintenance	1/28/05 - Karen Miller	\$18,285, then \$1,935 for maintenance after 2 yrs.	Yes	55-123105 (renewed through <b>12/31/08</b> )
Cybernetics	Information Technology	miSAN (Storage Area Network)	On-Going on Maintenance	3/18/05 - Karen Miller	\$36,035 hardware; \$6,400 pre-paid 2-yr main upgrade; \$7,980 main/yr	Yes	58-123105 (renewed through <b>12/31/08</b> )
Ed Roehr	Sheriff	Taser Units and Cartridges	On-Going - but review yearly for new competition	1/13/05 - Skip Elkin	Units: \$21,000; Cartridges: \$6,990	Yes	54-123105 (renewed through <b>12/31/08</b> )
Election Systems & Software, Inc.	Boone County Clerk	Election Ballot Stock	On-Going	Don Stamper - 5/7/02	\$.09/sheet - varies by election - over \$10,000	Yes	21-123102 (renewed through <b>12/31/08</b> )
ESRI - Kansas City	Assessor	ESRI Software for GIS System	On-Going	State Contract #C202051001 for maintenance -exp. 2/29/04	9128.37(purchase) \$4,900 (maintenance)	Original purchase from State Contract C800664001	19-123102 (renewed through <b>12/31/08</b> )
Garon Marketing	Sheriff	Intoximeter FST Portable Breath Testing Device	On-Going	4/20/06 - Skip Elkin	\$4,500.00	Yes	67-123106SS (renewed through <b>12/31/08</b> )
GW Van Keppel	Public Works	Repair and parts for Chip/Seal Spreader and oil distributor	On-Going	12/18/2001	\$0.00	Yes	07-123102 (renewed through <b>12/31/08</b> )
Hallsville Market and Deli (Jump Oil)	Public Works	Diesel Fuel in northern Boone County	On-Going	Karen Miller - 10/24/02	Term & Supply	Yes	28-123103 (Renewed through <b>12/31/08</b> )
Innerface Sign Systems, Inc.	13th Judicial Circuit Court	Signage for Boone County Courthouse	On-Going	12/5/03 - Skip Elkin	\$775.00	Yes	42-123104 (renewed through <b>12/31/08</b> )

Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
iTera	Information Technology	GuardianSave Software - AS400 Backup Software	On-Going on Maintenance	10/21/05 - Karen Miller	\$9,000 and \$1,800 on maintenance	No	61-123105 (renewed through <b>12/31/08</b> )
I/TX Information Technology Solutions, Inc.	Information Technology	SI-3000 System - (Mugshot) Software Maintenance Agreement	On-Going	11/21/02 - Don Stamper - Commission Order 489-2002	6700 (10,007.64 for 2009)	Yes - CO 489-2002	29-123103 (Renewed through <b>12/31/08</b> )
I/TX Information Technology Solutions, Inc.	Information Technology / Sheriff	SE-3000 Pro Enterprise Manager Module (add-on capability to our existing program)	On-Going on Maintenance or to add additional Users	8/21/06 - Skip Elkin	\$10,050.00	Yes	71-123106SS (renewed through <b>12/31/08</b> )
Knapheide Truck Equipment Company	Public Works	Hydraulic Parts and Repairs for Heavy Trucks	On-Going	2/5/02 - Karen Miller	Term & Supply	Yes	13-123102 (renewed through <b>12/31/08</b> )
L3 Communications Mobile-Vision, Inc.	Sheriff	Digital Evidence Networked Server and DEP Application Software, Single workstation, Backup/Archiving Station, Training, Wireless Access Points (2), Surge Protector	On-Going on maintenance	3/25/08 - c.o. 151-2008	\$23,939.00	Yes	81-123108SS
L3 Communications	Sheriff	Video Camera Systems for Patrol Cars plus yearly maintenance agreement	On-going		\$5,306.95		84-123109SS
Mid-West CAD & DLT Solutions	Public Works	Civil 3D Professional Subscription w/Web Support & Raster Design Subscription	On-Going	1/31/07 - Ken Pearson	\$5,515.00	Yes	73-123107SS
Mobilis Technologies	Recorder of Deeds	Software Maintenance for iRecord System	On-Going	1/17/2008	\$20,000.00	Yes - C.O. 41-2008	79-123108SS
National Institute for Truth Verification (NITV)	Sheriff	Computerized Voice Stress Analyzer including training and certification for four operators	On-Going on Training	8/25/04 - Skip Elkin	\$10,760 equipment & \$4,320 training and certification for four operators	Yes	47-123104 (renewed through <b>12/31/08</b> )
Novell MLA - World Wide Technology	Information Technology	Software Upgrade Assurance and Maintenance	On-Going	4/18/01 - Karen Miller	\$14,395 & \$14,540.60	State Contract C800664001	02-073102 (Renewed through <b>12/31/08</b> )

Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Simplex/Grinnell	Facilities Maintenance	Life Safety Service Agreement for alarms at jail. (Has Contract that needs to be signed by Commission); \$9,057 in 2006; \$11,897 through 10/16/07	On-Going	3/11/02 - Karen Miller	\$9,057.00	Yes - agreement w/vendor terms & conditions - C.O. 47-2003	16-123102 (renewed through 12/31/08)
Stenograph, LLC	Court Administration	Software Support of Stenograph software for court reporter steno machines	On-Going	3/24/05 - Skip Elkin	\$475/machine, 3 machines for a total of \$1,425	Yes	59-123105 (Renewed through 12/31/08)
SunSource Hydraulic Service & Repair	Public Works	Hydraulic Motor and Pump repair/rebuild for chp spreader machine	On-Going	1/17/2008	\$4,000/motor estimated	Yes - C.O. 41-2008	78-123108SS
Sympro Inc.	Treasurer	Annual Maintenance and Support Renewal - Sympro Treasury Mgt Software	On-Going	5/23/06 - Skip Elkin	\$6,400.00	No	66-123106SS (renewed through 12/31/08)
Tech Electronics	Court of Administrator	Courtroom Sound System	On-Going	6/29/2001	\$0.00	Yes - C.O. 47-2003	03-123102 (renewed through 12/31/08)
Tech Electronics of Columbia Inc.	Facilities Maintenance	Maintenance for Jail Intercomm System	On-Going	4/13/06 - Keith Schnarre	\$4,700.00	Yes	64-123106SS (renewed through 12/31/08)
The Hoosier Company	Public Works	NC-97 Speed Classifier Traffic Counters	On-Going	1/31/08 - Ken Pearson	\$5,390.00	Yes - C.O. 66-2008	80-123108SS
Tri-State Construction	Public Works	Parts for Motorgrader	On-Going	12/18/2001	\$0.00	Yes	08-123102 (renewed through 12/31/08)
West Group	Boone County Counselor	Online Legal Services	On-Going	1/9/2002	\$280.00	Yes	09-010902 (Renewed through 12/31/08)
Worksright Software, Inc.	Information Technology	Maintenance on Per Postal Software - per Zip/Per Sort	On-Going	1/8/2009	\$4,800.00	Yes - C.O. 4-2009	86-123109SS
Word-Tech Business Sys.	Assessor	Optika eMedia Upgrade and COLD software maintenance	On-Going	4/19/2001	\$5,527.50	Yes	01-043002 (renewed through 12/31/08)
Blue: Last number used		Blue color signifies last number used.					

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned Term. 20 09

In the County Commission of said county, on the 10<sup>th</sup> day of February 20 09

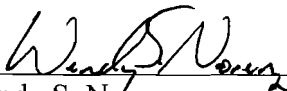
the following, among other proceedings, were had, viz:

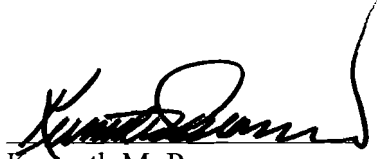
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for moving expenses:

Department	Account	Department Name	Account Name	Decrease	Increase
1123	86800	Emergency & Contingency	Emergency Fund	\$2,430.00	
1263	71100	IV-D	Outside Services		\$2,430.00

Done this 10<sup>th</sup> day of February, 2009.

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

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned Term. 20 09

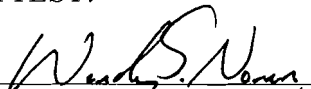
In the County Commission of said county, on the 10<sup>th</sup> day of February 20 09


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


Now on this day the County Commission of the County of Boone does hereby approve the request from the Boone County Public Works Department for a temporary overhire into Maintenance Worker II position # 94. Effective immediately, the Department will be authorized to promote temporary employee, Dustin Friedli into this position which is currently filled. The overhire situation will be allowed for up to 60 days pending the completion of the transfer/promotion process related to currently posted vacancies.


Done this 10<sup>th</sup> day of February, 2009.

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



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned Term. 20 09

In the County Commission of said county, on the

10<sup>th</sup> day of February 20 09

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

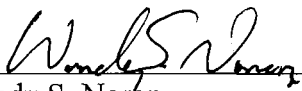
Now on this day the County Commission of the County of Boone does hereby approve the General Consultant Services Agreements with the following entities:

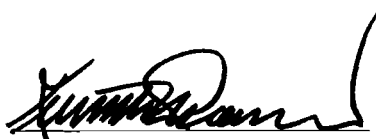
Allstate Consultants  
 CM Engineering  
 Hanson Professional Services, Inc.  
 KAW Valley Engineering  
 Olsson Associates

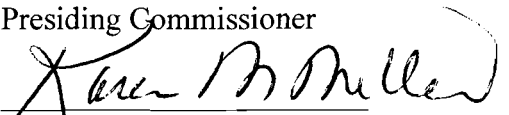
It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

Done this 10<sup>th</sup> day of February, 2009.

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 10<sup>th</sup> day of February, 2009, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Allstate Consultants (herein "Consultant").

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

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

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

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

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

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

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

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

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any information necessitated by changes in work or services initiated by the Owner which may affect 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 coverage's 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 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. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.


13. **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.

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

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

ALLSTATE CONSULTANTS

By

  
Ron C. Sky

Title

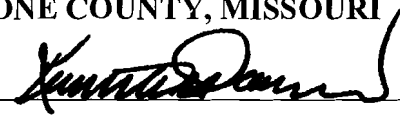
PRESIDENT

Dated:

1/05/~~2009~~<sup>2009</sup>

BOONE COUNTY, MISSOURI

By



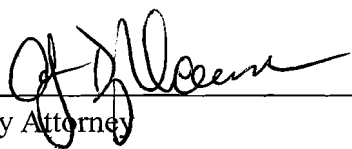
Presiding Commissioner

Dated:

2/11/09

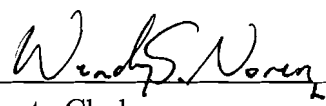
APPROVED AS TO FORM:

County Attorney



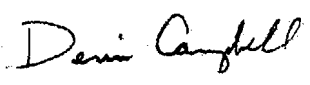
ATTEST:

County Clerk



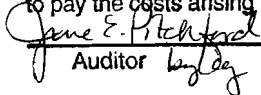
APPROVED:

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.

  
Auditor

2/5/09  
Date

No Encumbrance Required

**WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone )  
State of Missouri )ss )

My name is Ron C. Shy. I am an authorized agent of Allstate Consultants LLC (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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



Ron C. Shy      12/31/2008  
Affiant                      Date

Ron C. Shy  
Printed Name

Subscribed and sworn to before me this 31<sup>st</sup> day of December, 2008.

Maura E. Olesby  
Notary Public



## **GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

### **SUBSURFACE EXPLORATION**

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

### **LABORATORY TESTING SERVICES**

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

## **ALLSTATE CONSULTANTS LLC**

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573) 875-8850  
P.O. Box 156, 30601 Hwy. 5, Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 10<sup>th</sup> day of February, 2009, 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 CM Engineering (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 information necessitated by changes in work or services initiated by the Owner which may affect 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 coverage's 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 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. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

13. **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.

14. **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.

**CM ENGINEERING**

By W. E. [Signature]

Title PRESIDENT

Dated: DEC. 30, 2008

**BOONE COUNTY, MISSOURI**

By [Signature]

Presiding Commissioner

Dated: 2/11/09

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] 2/5/09  
Auditor by [Signature] Date  
No Encumbrance Required

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone )  
 )ss  
State of Missouri )

My name is DENNIS E. COTTER I am an authorized agent of CM  
ENGINEERING (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

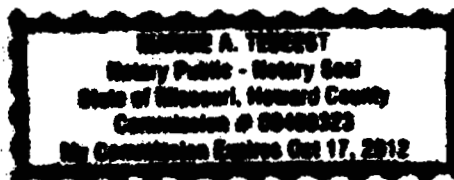
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Dennis E. Cotter 12-30-08  
Affiant Date

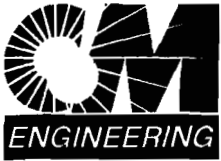
DENNIS E. COTTER  
Printed Name

Subscribed and sworn to before me this 30 day of December, 2008.

Marie A. LeBeau  
Notary Public







## **2009 HOURLY FEES**

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Principal Engineer.....	\$140.00/hour
Staff Engineer.....	\$ 90.00/hour
Designer.....	\$ 65.00/hour
Drafter.....	\$ 55.00/hour
Clerical/Administrative.....	\$ 40.00/hour

Reimbursable Expenses are Billed at Cost plus 10%

DEC 29 2008

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 10<sup>th</sup> day of February, 2009, 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 Hanson Professional Services, 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 information necessitated by changes in work or services initiated by the Owner which may affect 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 coverage's 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 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. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

13. **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.

14. **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.

**HANSON PROFESSIONAL SERVICES, INC. BOONE COUNTY, MISSOURI**

By Rod Jacobson

By [Signature]

Presiding Commissioner

Title Vice President

Dated: 12/23/08

Dated: 2/11/09

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] 2/5/09  
Auditor Date

No Encumbrance Required





## BASIS OF PAYMENT CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/ARCHITECT/SCIENTIST POSITIONS:**

ENGINEER/ARCHITECT/SCIENTIST I .....	\$88.00
ENGINEER/ARCHITECT/SCIENTIST II .....	\$96.00
ENGINEER/ARCHITECT/SCIENTIST III .....	\$109.00
ENGINEER/ARCHITECT/SCIENTIST IV .....	\$118.00
ENGINEER/ARCHITECT/SCIENTIST V .....	\$127.00
ENGINEER/ARCHITECT/SCIENTIST VI .....	\$145.00
ENGINEER/ARCHITECT/SCIENTIST VII .....	\$173.00
ENGINEER/ARCHITECT/SCIENTIST VIII .....	\$202.00
PRINCIPAL .....	\$258.00
  
2. **TECHNICAL POSITIONS:**

AIDE .....	\$45.00
TECHNICIAN I .....	\$58.00
TECHNICIAN II .....	\$62.00
TECHNICIAN III .....	\$72.00
TECHNICIAN IV .....	\$80.00
TECHNICIAN V .....	\$89.00
TECHNICIAN VI .....	\$104.00
TECHNICIAN VII .....	\$110.00
MANAGER/DESIGNER .....	\$126.00
  
3. **ADMINISTRATIVE:**

ADMINISTRATIVE I .....	\$35.00
ADMINISTRATIVE II .....	\$49.00
ADMINISTRATIVE III .....	\$61.00
ADMINISTRATIVE IV .....	\$82.00
ADMINISTRATIVE V .....	\$98.00
ADMINISTRATIVE VI .....	\$110.00
ADMINISTRATIVE VII .....	\$145.00
  
4. Charges for special services, expert testimony, etc., will be negotiated.
5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.
7. Use of computer-aided design, drafting, GIS stations and technical software will be charged at \$15.00 per hour.
8. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.
9. Mileage charges for automobile = 55 cents per mile. Mileage charges for mobile lab or truck = 65 cents per mile.  
  
Charges for vehicles that will remain assigned to a specific job will be \$55.00 per day or \$825.00 per month for automobiles, and \$65.00 per day or \$975.00 per month for mobile labs or trucks, plus the cost of fuel in lieu of mileage charges.
10. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.
11. Rates are subject to change and may be superseded by a new schedule on or about January 1, 2010.

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10<sup>th</sup> day of February, 2009, 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 KAW Valley Engineering (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 information necessitated by changes in work or services initiated by the Owner which may affect 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 coverage's 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 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. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

13. **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.

14. **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.

**KAW VALLEY ENGINEERING**

By Chad P. McAlister

Title Project Manager

Dated: 1/5/09

**BOONE COUNTY, MISSOURI**

By [Signature]

Presiding Commissioner

Dated: 2/11/09

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] 2/5/09  
Auditor Date

No Encumbrance Required







**2009 Standard Hourly Rate Schedule**  
 Kansas City, Missouri Office

**Design Services**

Principal.....	150.00
Project Manager.....	125.00
Senior Design Engineer.....	105.00
Project Design Engineer.....	90.00
Intern Engineer.....	80.00
Geotechnical Engineer.....	100.00
Registered Geologist.....	75.00
Senior Design Technician.....	75.00
Senior Drafting Technician.....	70.00
Drafting Technician II.....	65.00
Drafting Technician I.....	60.00
Computer Programmer.....	100.00
Administrative Assistant II.....	40.00
Administrative Assistant I.....	34.00

**Field Services - Surveying**

Supervisor Field Services.....	90.00
Registered Land Surveyor.....	80.00
Party Chief Survey Crew.....	68.00
Instrument Person Survey Crew.....	57.00
Intern Instrument Person.....	30.00
2-Person Survey Crew with Equipment.....	125.00
2-Person Survey Crew with Robotic Instrument.....	135.00
3-Person Survey Crew with Equipment.....	150.00

**Field Services – Construction/Materials/Geotechnical**

Supervisor Construction Materials.....	70.00
Senior Engineer Technician.....	65.00
Engineer, Technician II.....	60.00
Engineer, Technician I.....	55.00
Structural Steel Technician.....	85.00
Drill Rig with Crew.....	160.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

**PRINTING**

Miscellaneous Expenses.....	At direct cost
Mylar (24" x 36").....	\$ 20.00
Mylar (30" x 42").....	30.00
Vellum (24" x 36").....	4.00
Vellum (30" x 42").....	5.00
Bond (24" x 36").....	3.50
Bond (30" x 42").....	4.25
8½" x11" / 11"x17" Copies.....	0.20/page

**EQUIPMENT**

Vehicle Mileage (Truck or Auto).....	\$ 0.50/mile
Vehicle Mileage (Drill Rig).....	3.00/mile

The rate schedule above is upgraded once each year in January, and the current rates in effect at the time of service shall apply.

C:\Documents and Settings\Chad McCullough\Local Settings\Temporary Internet Files\Content.Outlook\1AVO64Z6\hourrate\_kc09 (2).doc

Company ID Number: 124293

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Kane Valley Engineering, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including

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the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

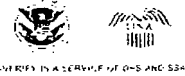
7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

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# E-Verify



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10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be

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authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties

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performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

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# E-Verify



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1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
  2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
  3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
  4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
  5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit
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the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

## ARTICLE IV

### SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

## ARTICLE V

### PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or

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DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer

Jeffrey A. Feist HR Director  
*[Signature]* 1/5/2009

Department of Homeland Security – Verification Division

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## Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Kaw Valley Engineering Inc.  
Address: P.O. Box 1304  
Headquarters 2319 N. Jackson  
Junction City, KS 66441

Company Name: Geary

Address: 48-0937881

Address: 541330

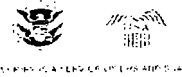
Company Name: Kaw Valley Engineering, Inc.  
140

Address: 4

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)
<u>Missouri</u>	<u>1</u>	<u>Kansas City, MO</u>
<u>Kansas</u>	<u>3</u>	<u>Junction City, Lenexa</u> <u>and Salina, KS</u>

# E-Verify



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Junction  
City, KS

Jeffrey A. "Jeff" Feist  
785-762-5040 x 2225  
785-762-7744  
feist@kveng.com

Junction  
City, KS

Stephen "Steve" Gabay  
785-762-5040 x 2236  
785-762-7744  
gabay@kveng.com

Lenna  
KS

Lisa Martin  
913-894-5150 x 4240  
913-894-5977  
martine@kveng.com

E-Verify Activity in Calendar 2008

ACCESS_METHOD_CODE	FISCAL_YEAR	EMPLOYER_ID	ACCOUNT_NAME	PARENT_COMPANY_ID	PARENT_COMPANY_NAME	CITY	STATE_CODE	INIT_VERIF_REQ_COUNT	CLOSURE_COUNT
WEB-BP	2008	124293	Kaw Valley Engineering, Inc.			Lenexa	KS	5	0

# **E-Verify** Employment Eligibility Verification

Exit



Your company is now registered for E-Verify. All Users will receive their User name and Passwords via email. If the email is not received within 48 hours, please contact USCIS Verification Division at 888-464-4218. Please DO NOT REGISTER AGAIN.

**IMPORTANT:** You should print the MOU, and share it with your Human Resources Manager, legal counsel, and other appropriate staff.

[View MOU](#)

U.S. Department of Homeland Security | U.S. Citizenship and Immigration Services

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## ARTICLE I

### **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Kaw Valley Engineering, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

## ARTICLE II

### **FUNCTIONS TO BE PERFORMED**

#### **A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment



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eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

**B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

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**C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
  - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1)(B)) can be presented during the Form I-9 process to establish identity).
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

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action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

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employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

### ARTICLE III

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Company ID Number: 124293

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

#### **B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

Company ID Number: 124293

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 124293

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

**Employer Kaw Valley Engineering, Inc.**

**Lisa Martin**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**06/04/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**06/04/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 10<sup>th</sup> day of February, 2009, 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 information necessitated by changes in work or services initiated by the Owner which may affect 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 coverage's 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 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. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

13. **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.

14. **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 Chief Operations Officer

Dated: 1-12-2009

**BOONE COUNTY, MISSOURI**

By [Signature]

Presiding Commissioner

Dated: 2/11/09

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] 2/5/09  
Auditor Date

No Encumbrance Required



# KC 2009 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	134.00
176	Senior Project Scientist	112.00
177	Project Scientist	93.00
178	Associate Scientist	78.00
179	Assistant Scientist	65.00
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
239	NDT Level II Technician	0.00
260	Senior Construction Services	143.00
261	Senior Project Construction Servic	124.00
262	Project Construction Services	108.00
263	Associate Construction Services	93.00
264	Assistant Construction Services	79.00
401	Technician	0.00



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

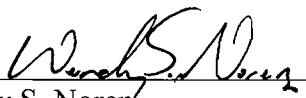
February Session of the January Adjourned Term. 20 09

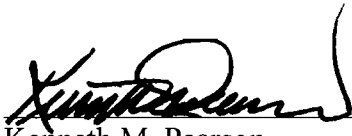
In the County Commission of said county, on the 10<sup>th</sup> day of February 20 09  
the following, among other proceedings, were had, viz:

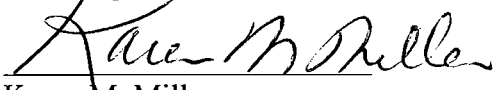
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Consultant Services with Engineering Surveys and Services for the Fairway Meadows Subdivision Drainage Improvements. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.


Done this 10<sup>th</sup> day of February, 2009.

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

FEB 25 2009

Effective the \_\_\_ day of \_\_\_\_\_, 2009, 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: FAIRWAY MEADOWS SUBDIVISION DRAINAGE IMPROVEMENTS

Proposal Description: See attached Scope of Services and Fee Schedule dated December 23, 2008 issued by Engineering Surveys and Services.

Modifications to Proposal: Fees and expenses shall not exceed \$14,000.00 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 President - Engineering

By [Signature]  
Presiding Commissioner

Dated: 2/20/09

Dated: 2/11/09

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] 2/3/09  
Auditor by [Signature] Date

# Engineering Surveys and Services

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

DEC 29 2008

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  
Chris M. Wickern, PLS

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  
Fred E. Carroz III, PLS

December 23, 2008

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

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

RE: Professional Services Proposal  
Fairway Meadows Subdivision  
Drainage Improvements  
Boone County, Missouri

Dear Mr. Campbell:

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

The project consists of installing storm sewer inlets, pipes, and open channels at two locations in the subdivision as described by the preferred improvement options in the Preliminary Storm Water Study, dated July 17, 2008. Final design drawings and construction documents will be prepared. We understand our scope of work to include:

**Boundary Survey** 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. This data will be added to the topographic survey information we collected during the Preliminary Storm Water Study.

**Drainage System Design** New Type M curb inlets, storm sewer pipes and open channels will be designed in accordance with the preferred options described by the Preliminary Storm Water Study. Emergency overflow channels at both locations will be considered to protect the adjacent homes from flooding during the 100 year rain event. A cover sheet, plan-profile sheets, detail sheets, and erosion control sheets will be prepared. Drainage area maps and calculations were included in the Preliminary Study. We will request that the utility companies expose their facilities that may be in conflict with the proposed storm sewer improvements and document these locations on the drawings.

**Project Meetings** Project meetings at the 50%, 75% and 95% stage 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.

*Engineering Surveys and Services*

Mr. Campbell  
December 23, 2008  
Page 2


With a notice to proceed by January 16, 2009, we propose the following schedule:

50% Design and Utility Coordination Meeting	February 13, 2009
75% Submittal to Boone County Public Works	March 6, 2009
95% Review Meeting with Boone County Public Works	March 27, 2009
100% Final Plans to Boone County Public Works	April 17, 2009

Our fee for this service shall not exceed \$14,000. 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

enclosure: 2009 Fee Schedule

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

## HOURLY FEE SCHEDULE

January 1, 2009

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$110-150 /hour
Registered Professional Engineer	\$ 90-120 /hour
Registered Professional Land Surveyor	\$ 85-110 /hour
Project Surveyor	\$ 60-90 /hour
Engineer In Training	\$ 65-90 /hour
Engineering Technician	\$ 42-55 /hour
CAD Operator	\$ 45-60 /hour
Secretary	\$ 45-50 /hour
2 Man Field Crew	\$130-190 /hour
3 Man Field Crew	\$140-220 /hour
Computer	\$ 50 /hour
EDM Equipment	\$100 /day
Global Positioning System Equipment	\$200 /day
Drill Rig	\$ 100-\$150 /hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.60/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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

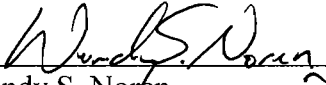
In the County Commission of said county, on the 10<sup>th</sup> day of February 20 09


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

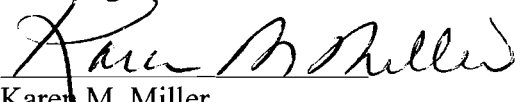
Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Karen M. Miller to sign Change Order #11 in the amount of \$29,368.60 for the Courthouse Expansion Project.


Done this 10<sup>th</sup> day of February, 2009.

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

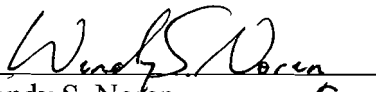
In the County Commission of said county, on the 10<sup>th</sup> day of February 20 09

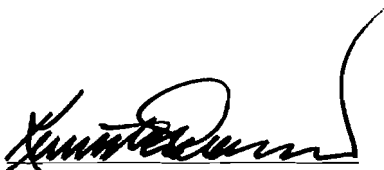
the following, among other proceedings, were had, viz:

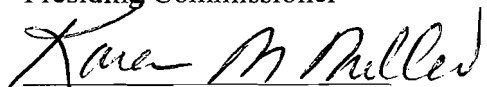
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Outside Counsel Services with Rogers, Ehrhardt & Weber, LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.


Done this 10<sup>th</sup> day of February, 2009.

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

**AGREEMENT**

This agreement is entered into on this 10<sup>th</sup> day of February, 2009, between The County of Boone, Missouri and Rogers, Ehrhardt & Weber, L.L.C.

The parties agree as follows:

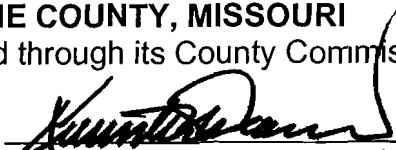
1. Rogers, Ehrhardt & Weber, L.L.C. will represent Boone County / Boone County Sheriff's Department in the matter of William Patrick Cronan v. Trevor Fowler, et al., Case No. 08-4224-CV-C-NKL under the terms and conditions set forth in Exhibit A which is attached to and made a part of this agreement.
2. Notwithstanding any provision of Exhibit A, the County of Boone's obligations for any unpaid or yet to be incurred fees, costs and expenses under this agreement shall not exceed the sum of \$7,500.00 unless an addendum to this agreement is executed authorizing additional fees, costs and expenses. This is the second agreement and it intended to authorize up to an additional \$7,500.00 in costs (\$15,000.00 total costs).

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

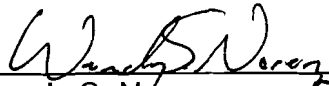
**BOONE COUNTY, MISSOURI**

By and through its County Commission

By:

  
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

APPROVED AS TO FORM:

  
Charles J. Dykhouse, County Counselor

**ROGERS, EHRHARDT & WEBER, L.L.C.**

By:

  
Glen R. Ehrhardt



**ROGERS, EHRHARDT & WEBER, L.L.C.**  
**Attorneys at Law**

---

Glen R. Ehrhardt  
Elizabeth H. Weber  
Jasen S. Matyas  
Megan B. McGuire, Of Counsel  
David B. Rogers (1941-2005)  
Virna Camacho, Paralegal

Seven Oaks Business Center  
302 Campusview Drive, Ste 204  
Columbia, Missouri 65201  
Phone: (573) 442-0131  
Fax: (573) 442-9423  
gehrhardt@rewlaw.net

**PERSONAL AND CONFIDENTIAL**  
**ATTORNEY/CLIENT PRIVILEGED COMMUNICATION**

October 21, 2008

C.J. Dykhouse  
Boone County Counselor  
601 East Walnut, Room 207  
Columbia, MO 65201

RE: William Patrick Cronan v. Trevor Fowler, et al.  
Case No. 08-4224-CV-C-NKL

Dear Mr. Dykhouse:

As you are aware, our law firm was previously retained by MARCIT to represent and defend Boone County, Missouri, and Boone County Sheriff Deputies Trevor Fowler and Scott Ewing in the above-referenced cause. It is further our understanding a coverage issue has risen between MARCIT and Boone County, Missouri concerning the applicability of the insurance policy to this matter. As a result, we hereby submit for consideration by the Boone County Commission this Engagement Letter with respect to our continued representation and defense of Boone County and Defendants Fowler and Ewing in the above-referenced litigation. For your reference, I am attaching a Memorandum from Jasen Matyas detailing the current status of this case as well as our future litigation plan to obtain the prompt dismissal of this case.

Please be advised that our hourly billing rates with regard to the continued defense of this litigation will be as follows:


Partners Glen Ehrhardt and Libby Weber -- \$125/hr.  
Associate Attorney Jasen Matyas -- \$110/hr.  
Paralegal Virna Camacho -- \$85/hr.  
Law Clerks -- \$60/hr.

In addition to the hourly rates set forth above, we would also expect to be reimbursed for out of town travel expenses for mileage, as well as postage expenses, long distance telephone charges, and copying expenses (10 cents per page).

If you have any additional questions concerning this Engagement Letter, please let us know.

Thank you in advance for your consideration in this matter and for allowing us the opportunity to continue to represent Boone County, Missouri in this litigation.

Respectfully submitted,

  
Glen R. Ehrhardt

GRE/ljh



**CHARLES J. DYKHOUSE**  
**BOONE COUNTY COUNSELOR**  
601 E. WALNUT, SUITE 207  
COLUMBIA, MISSOURI 65201  
TELEPHONE (573) 886-4414  
FAX (573) 886-4413

February 18, 2009

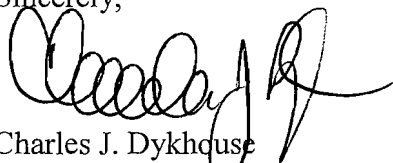
Josh Norberg  
Deputy County Clerk  
Boone County Government Building  
Columbia, MO 65201

RE: Outside Counsel Service Agreement

Dear Josh:

Enclosed please find an original, executed copy of the outside counsel Agreement relating to the Pat Cronan case. This original is for your file; I have maintained a copy in my files. Please let me know if you have any questions or concerns regarding this, and I appreciate your continued assistance.

Sincerely,



Charles J. Dykhuse  
County Counselor

Enclosure