

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the 7th day of May 20 01

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

Now on this day the County Commission of the County of Boone does hereby approve a budget amendment as follows:

ACTION	ACCOUNT	AMOUNT
Increase	2800-9200 (Equipment Replacement)	\$12,000.00

Said budget amendment is for the purchase of a replacement Ricoh copier for the Recorder of Deeds' Office.

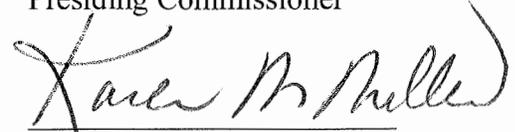
Done this 7th day of May, 2001.

ATTEST:

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



Don Stamer
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 24, 2001
RE: Ricoh Aficio 551 Multifunctional Imaging Unit

On December 28, 2001, Bettie Johnson, Boone County Recorder of Deeds purchased a Ricoh copier for her department for \$11,672. She referenced a previous administrative authority number, not realizing that this commission order was no longer valid.

This copier was purchased from Ikon Office Solution's state contract #2133476407H7. The Maintenance and Connectivity Support Agreement for this model is for \$132.00/month which includes 15,000 copies per month. The overage rate is \$0.0088/copy. We are seeking approval from the commission to pay Ikon invoice #A4582 for \$11,672.00.

Award Amount: \$20,882.00
Average Bid: \$30,666.80
Savings: \$9,784.80

An Affirmative Action/Equal Opportunity Institution

SHIPPED TO

INVOICE INFORMATION

BOONE CO GOVERNMENT CENT
RECORDER OF DEEDS
801 E WALNUT ST
COLUMBIA MO 65201

Customer # A91910 *4864522* Dist. Code 00
Date 01/31/01 Order Date 01/25/01
Invoice # A4582 Ship Date 01/30/01
PO Number 856510

BILLING INFORMATION

BOONE CO GOVERNMENT CENT
RECORDER OF DEEDS
801 E WALNUT ST
COLUMBIA, MO 65201

Quantity	Unit	Part #	Description	Unit Cost	Extended Cost
1	EACH	BRN408	RICOH AFICIO 551 R551 H4706000283 Ref # 410521	11,672.000	11672.00
1	EACH	BRZBOF	RIC PRINT CONTRLLR T-700 AFICIO 551, Ref # 410601		
1	EACH	BRZZ2Y	RICOH COPY TRAY TYPE 700 AFICIO 551,700 Ref # 410520		
1	EACH	BRZIOG	RIC NETWORK I/F NIB-450E 340,350/E,450/E,550/1,650 Ref # 410203		

CASH SALE AUTHORIZED BY BETTIE JOHNSON.
THANK YOU FOR CHOOSING IKON OFFICE SOLUTIONS

SUBTOTAL
11,672.00

TOTAL DUE
11,672.00

Office Solutions

ML HRM751 BMR0340J 1/30/01
ID#25

Order #
Date
Sales Rep # *A95082*
Sales Rep Name *Kevin Brooks*

Product Order Agreement



IKON Marketplace Name
Address

Phone #
Fax #

The Way Business Gets Commu

SHIP TO		Account #	BILL TO		Account #
Company <i>Boone County Recorder of Deeds</i>		Company		Tax Exemption Certificate Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contact <i>Bette Johnson</i>		e-mail	Contact		e-mail
Address <i>801 E Walnut</i>		Suite/Floor	Address		Suite/Floor
City <i>Columbia</i>		State <i>MO</i>	City		State
Zip + 4 <i>65201</i>	County <i>Boone</i>	Phone <i>886-7360</i>	Zip + 4	County	Phone
Fax #		P.O. #	P.O. Expire Date		Fax #

EQUIPMENT

Product #	Model #	Description	Serial #	Total Meter	Unit Price	IKON Maint Agreement
		<i>Ricoh Aficio SS1 Copier</i>			<i>11,672</i>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N
					Equipment Total	<i>\$ 11672</i>

TRADE-IN

Model #	Description	Serial #	Total Meter	Payoff Amount	Expire Date	Payee Name	Payee Address	Payee Account #	IKON Maint Agreement
									<input type="checkbox"/> Y <input type="checkbox"/> N
									<input type="checkbox"/> Y <input type="checkbox"/> N
									<input type="checkbox"/> Y <input type="checkbox"/> N
									<input type="checkbox"/> Y <input type="checkbox"/> N

Order #
Date
Sales Rep #
Sales Rep Name

Product Order Agreement



IKON Marketplace Name
Address

Phone #
Fax #

The Way Business Gets Commu

SUPPLIES						
Unit Quantity	Unit of Measure	Product #	Description	Unit Price	Extended Price	Delivery Instructions
						<input type="checkbox"/> Warehouse <input type="checkbox"/> Sales Rep <input type="checkbox"/> Ship
						<input type="checkbox"/> Warehouse <input type="checkbox"/> Sales Rep <input type="checkbox"/> Ship
						<input type="checkbox"/> Warehouse <input type="checkbox"/> Sales Rep <input type="checkbox"/> Ship
						<input type="checkbox"/> Warehouse <input type="checkbox"/> Sales Rep <input type="checkbox"/> Ship
					Supply Total	\$

EQUIPMENT DELIVERY INFORMATION

Date Requested _____ Time Requested AM PM Contact Information: _____ Name _____

Delivery Logistics Deliver to Loading Dock Elevator Available Phone # _____ Fax # _____
 Stair Climbing Equipment Needed # of stairs _____ e-mail address _____

Other Information Equipment Site Survey Completed Network Site Survey Completed

Special Instructions

EQUIPMENT BILLING SUMMARY		PAYMENT INFORMATION	
Equipment Total	\$	Existing IOSC Lease Agreement #	
Supply Total	\$		
Delivery Charge	\$	Check #	
Order Total	\$	Credit Card Type	
Tax	\$	Credit Card #	
Total	\$	Credit Card Expiration Date	
Less Down Payment	\$	Cardholder Name (Please Print)	
Balance Due	\$	Cardholder Signature	

AUTHORIZATION: This signature indicates that the customer accepts all terms and conditions of this sale. The additional terms and conditions on Attachment A are hereby incorporated by reference and made a part of this agreement. This agreement is not valid unless signed by an Authorized Manager of IKON Office Solutions.

Customer Authorization (signature required)	X <i>Bettie Johnson</i>	IKON Office Solutions Authorization (signature required)	
Name (please print)	X BETTIE JOHNSON	Name (please print)	
Date	X 12-28-00	Date	
Title	X RECORDER OF DEEDS	Title	

IKON Office Use Only

Order #
 Date:
 Sales Rep # *AG5082*
 Sales Rep Name:
ROOKS

Maintenance and Connectivity Support Agreement



IKON Marketplace Name:
 Address: 2201 I-70 DRIVE NW SUITE A
 COLUMBIA MO 65202
 Phone # 573 446 4522
 Fax # 573 446 4777

The Way Business Gets Communicated

SHIR TO		Account #	BILL TO		Account #
Company: <i>BOUNE COUNTY RECORDER</i>			Company:		
Contact: <i>BETTE JOHNSON</i>			Contact:		
Address: <i>801 E WALNUT</i>			Address:		
City: <i>COLUMBIA</i>			City:		
Zip+4: <i>65201</i> County:			Zip+4: County:		
Phone # <i>573-886-4360</i>			Phone #		
Fax #			P.O # P.O Expires: Fax #		

EQUIPMENT											
Description	Model	Serial #	Meter Read	Scan/Copy Allowance	Time Allowance	Base Rate	Overage Rate	Machine I.D. #	Key Operator	Key Operator Fax #	Key Operator e-mail
<i>Ricoh Digital</i>	<i>551</i>			<i>15,000</i>	<i>Q</i>	<i>132</i>	<i>.0088</i>				

AUTHORIZATION		TERM	BILLING	INCLUSIONS
Third Party Authorization (no signature necessary):		Start Date:	Frequency	Options
Customer Authorization (signature required):		Length:	Base	Metered Equipment
<input type="checkbox"/> Decline IKON Maintenance <input checked="" type="checkbox"/> Accept IKON Maintenance		<input checked="" type="checkbox"/> 1 Year <input type="checkbox"/> 2 Year <input type="checkbox"/> 3 Year <input type="checkbox"/> 4 Year <input type="checkbox"/> 5 Year	Overage <input type="checkbox"/> Month <input checked="" type="checkbox"/> Quarter <input type="checkbox"/> Annual <input type="checkbox"/> End of Term <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Parts, Labor, Drums <input type="checkbox"/> Supplies <input type="checkbox"/> Connectivity/Software <input type="checkbox"/> After-Hour Service <input type="checkbox"/> Coin Operated <input type="checkbox"/> Other (Special Instructions)
Customer Signature: <i>Bette Johnson</i>	Date: <i>12-28-00</i>		Group Options	
Name (please print): <i>BETTE JOHNSON</i>	Title: <i>RECORDER OF DEEDS</i>		<input type="checkbox"/> Create Billing Group w/ Individual Usage <input type="checkbox"/> Create Billing Group w/ Group Usage <input type="checkbox"/> Add to Existing Billing	
IKON Sales Signature:		SERVICE OFFERING:	Model #	
Name (please print):	Date:	<input type="checkbox"/> Annual Non-Metered <input type="checkbox"/> Annual Time / Usage <input type="checkbox"/> Block of Hours <input type="checkbox"/> Base + Overage <input type="checkbox"/> Base + Usage <input type="checkbox"/> Usage	Serial #	
IKON Office Solutions Authorization		SPECIAL INSTRUCTIONS		
Service Approval Signature:	Date:	_____ _____ _____ _____		
Name (please print):	Title:			

Customer agrees to purchase and IKON Office Solutions, Inc. ("IKON") agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by the Customer and "IKON". THIS AGREEMENT IS NOT TRANSFERABLE AND SUBJECT TO RENEWAL INCREASE. The additional terms and conditions on Attachment A are incorporated by reference and made part of this agreement. No one is authorized to change, alter or amend the terms and conditions of this agreement unless agreed to in writing by both parties.

IKON OFFICE SOLUTIONS
2201 I-70 Drive NW, Suite A
Columbia, MO 65202

State of Missouri Copier Contract
Category 4
Ref: 2133476407H7
Ricoh Digital Copier

Ricoh Aficio 551 Multifunctional Imaging Unit

Features: 55 images per minute
Automatic reversing document feeder
Front loading 2 X 1500, 2 X 550 sheet paper trays
50 sheet paper bypass
25% to 400% reduction and enlargement capabilities
Single pass unlimited automatic duplexing
LCD touch panel user interface
Scan-once-print many capabilities
256 gradations of gray
600 X 1200 dpi resolution
2.1 GB Image server
Network print server

Purchase Price \$11,672

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(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
 County of Boone } ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the 7th day of May 20 01

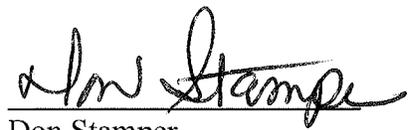
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve a budget amendment and revision as follows:

ACTION	ACCOUNT	AMOUNT
Increase	2100-23050 (Local Emergency Planning Committee: Other Supplies)	\$1,300
Decrease	2100-84300 (Local Emergency Planning Committee: Advertising)	\$1,000
Increase	2100-23050 (Local Emergency Planning Committee: Other Supplies)	\$1,000
Decrease	2100-37230 (Local Emergency Planning Committee: Meals & Lodging- Training)	\$225
Increase	2100-23050 (Local Emergency Planning Committee: Other Supplies)	\$225

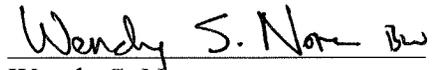
Said budget amendment/revision is to revise budget to cover current invoice to be paid from account 23050- Other Supplies.

Done this 7th day of May, 2001.



Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Fund 210: Local Emergency Planning Committee
Solvency Analysis
Prepared by Auditor's Office
4-23-2001

Fund Balance (Unreserved) 1-1-2001 7,302.51

Plus: Actual Revenues 2001
 Revenues from State of Missouri 2,246.05
 Interest (through Feb) (53.40)
 2,192.65

Less: Budgeted Expenditures 2000

	Current	Budget Revision/ Amendment	Total	Actual 2001 Expenditures	Remaining Budget
Class 1	0.00	0.00	0.00	0.00	0.00
Class 2	4,750.00	2,525.00	7,275.00	3,396.46	3,878.54
Class 3	2,000.00	(225.00)	1,775.00	78.28	1,696.72
Class 4	0.00	0.00	0.00	0.00	0.00
Class 5	0.00	0.00	0.00	0.00	0.00
Class 6	0.00	0.00	0.00	0.00	0.00
Class 7	400.00	0.00	400.00	0.00	400.00
Class 8	1,000.00	(1,000.00)	0.00	0.00	0.00
Class 9	0.00	0.00	0.00	0.00	0.00
	<u>8,150.00</u>	<u>1,300.00</u>		<u>(9,450.00)</u>	<u>3,474.74</u>
					<u>5,975.26</u>

Anticipated Fund Balance (Unreserved) 12-31-2001 45.16

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(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned Term. 20 01

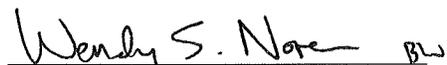
In the County Commission of said county, on the 7th day of May 20 01

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds for a Memorial Day Courthouse Ceremony, sponsored by the Salute to Veterans Memorial Day Corporation on May 28, 2001 from 7am to 1pm.

Done this 7th day of May, 2001.

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Don Stamper
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



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

cc: m. agenda

Boone County Commission

APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: MEMORIAL DAY COURTHOUSE CEREMONY - COURTHOUSE SQUARE

Date(s) of Use: MONDAY MAY 28, 2001

Time of Use: From: 7 AM a.m/p.m thru 1 PM a.m/p.m

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

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

Name of Organization: MEMORIAL DAY SALUTE TO VETERANS CELEBRATION

Organization Representative/Title: COL MIKE RANDENSON USAF RET

Phone Number: 875-7663

Date of Application: MAY 3, 2001

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Naeve
Clerk

Don Stamper
Commissioner

DATE: 5-7-01

CERTIFIED COPY OF ORDER(Rev. Stat. Sec. 2321.)STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the

7th

day of May

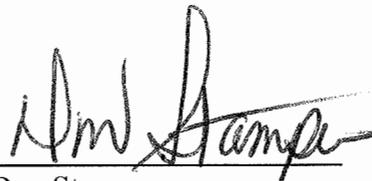
20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the Water Line Relocation Cost Allocation Agreement, not to exceed the amount of \$500. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreements.

Done this 7th day of May, 2001.

ATTEST:

Wendy S. Noren *BS*Wendy S. Noren
Clerk of the County CommissionDon Stamper
Presiding CommissionerKaren M. Miller
District I CommissionerSkip Elkin
District II Commissioner

WATER LINE RELOCATION COST ALLOCATION AGREEMENT

THIS AGREEMENT ("this Agreement"), dated the 7th day of May, 2001, is made by and between **BOONE COUNTY, MISSOURI**, through its County Commission ("County") and **PUBLIC WATER SUPPLY DISTRICT NO. 9** of Boone County, Missouri ("District").

In consideration of each Party's performance of the obligations set forth in this Agreement, the Parties agree to the following:

1. Background and Purposes of Agreement. The County has prepared, or is in the process of preparing, Final Plans and Specifications for road improvements, known as the Richland Road Improvement Project ("the Project"), which such Plans and Specifications are described as follows: Reconstruction of approximately 4300' of Richland Road. Plans Dated April 4, 2001 and Prepared by Trabue, Hansen & Hinshaw, and which such Final Plans and Specifications ("the Project Plans") have been provided to District. It has been determined that the Project will require Relocation of Water Lines owned by District in areas which will be disturbed by construction for the Project, or will be affected by the Project. Both Parties desire to coordinate their work in order to assure that Road construction work for the Project can go forward and be completed without unreasonable delay and without disruption of water service to District's customers. County intends to reimburse District for all or a part of its actual Water Line Relocation costs incurred by District in Relocating those Water Lines which must be Relocated because of the Project. In order to accomplish these objectives, County and District are entering into this Agreement.

2. Water Line Relocation Plan. The County and District have agreed upon the exercise of an design option and solution that meets the needs of both Parties with respect to avoidance or elimination of such conflicts ("the Preliminary Water Line Plan"). The option and Preliminary Waterline Plan agreed upon is described as follows: County's Road Contractor to Relocate Waterline Per the Project Plans.

Further, the County has completed or is in the process of completing Final Project Plans and has submitted or intends to submit those Final Project Plans to District.

3. Easement Acquisition. Implementation of the Water Line Relocation Plan Does Not require acquisition by District of new private Water Line Easements. If the provisions of this Paragraph 3 state that implementation of the Water Line Relocation Plan will require acquisition of new private Water Line Easements by District, then the acquisition of such new private Water Line Easements shall be coordinated with, or performed by, County.

4. Water Line Relocation. Subject to this Agreement and the Cooperative Agreement, District agrees to perform, or to cause to be performed, the Water Line Relocation work, or other work, provided for by the Final Water Line Plan, before the scheduled commencement of Road Construction for the Project, or to perform, or to cause to be performed, such work in coordination with the Road construction work required for the Project, so as to not

delay the Project.

5. **Selection of Option for Performing Work.** District has determined that the actual construction work under the Final Water Line Plan (“the Water Line Work”) required for the Project will be performed as follows (check one and complete):

- _____ By District’s own forces.
- _____ By District’s letting its own bid request for Water Line Relocation to contractors.
- _____ By District’s bidding such work, as an alternate bid with the Project road construction work bid letting.
- X _____ By permitting County to include the Water Line Work in its contract for construction subject to District supervision and subject to District rules, regulations and policies.

District shall be solely responsible for performance of the Water Line Work, determining the contractor to be chosen for any Water Line Work which is bid by District or bid as an alternate bid with the Project bid letting; for entering into its own construction contract for the Water Line Relocation Work and administering such contract when bid by District or bid as an alternate bid under County’s project bid; and District shall be exclusively responsible for the performance and supervision of Water Line Work when such work is included in a County contract for the Project. The expense of the Water Line Relocation Work shall be subject to allocation between District and County, as more specifically described below in this Agreement.

6. **Parts of Water Line for Which County is Obligated to Pay Relocation Costs.** County agrees that County is obligated to reimburse District for District’s costs incurred for Relocating that portion or those portions of District’s existing Water Lines, or other Water Line Work, described as follows: County’s Contractor to Relocate Waterlines at County’s Cost.

The cost to be reimbursed by County to District for Relocating such portions of the Water Line shall be determined, pursuant to this Agreement, without inclusion of the expense and cost of upgrade in size or capacity, meaning that all incremental costs associated solely with such upgrades shall be the District’s responsibility.

7. **Cost of Inspection.** County and District agree that County shall compensate District for the actual costs incurred by District in inspecting the Water Line Relocation Work, during construction, for those parts of the Water Line for which County is obligated to reimburse District for the Water Line Relocation costs, as described in Paragraph 6 above, or as follows, or on the basis of the following (check one, if applicable, and complete):

- _____ A lump sum for all inspection work in the amount of

_____ Dollars (\$ _____).

_____ An amount of inspection costs based upon the lowest and best bid obtained for inspection services of those parts of the Water Line for which County is obligated for the Relocation cost, as described in Paragraph 6 above, without upgrade in size or capacity.

 X The actual cost of inspection incurred by District using its own personnel, based upon the actual hourly compensation of such personnel (including salary or wages, the District's share of payroll taxes, fringe benefits, and insurance costs, including worker's compensation insurance coverage) not to exceed the sum of Five Hundred Dollars (\$ 500.00), unless a higher amount is approved by County prior to performance of additional inspection work requiring a higher amount. District's cost shall be those costs described above, for the actual time expended by District's personnel in performing inspection services. District's costs shall include reasonable mileage of the inspector, in traveling to and from the site of the inspection, and the cost of any materials or supplies used for inspection, and a reasonable rental charge (at rates not higher than those customarily charged in Boone County) for equipment used in performing the inspection. All such actual costs and expenses shall be documented by District in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri.

District may invoice County, at monthly intervals, on or before the first day of each month, for the County's share of inspection costs incurred by the District, during the previous month, as the County's share of inspection costs is reasonably determined in accordance with the provisions of this Paragraph 7. All such invoices, which are properly payable, shall be payable within thirty (30) days of submission. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

8. Easement Cost Allocation. If applicable, County and District agree, with respect to the acquisition of the new private Water Line Easements required by District for implementation of the Water Line Relocation plan, as follows: Is Not Applicable.

9. Location. County agrees to physically locate and mark by flags, or other appropriate surface markings, the Road Right-of-Way in areas involved with District's Water Line Relocation and installation along the above described Project. County's markings shall include the boundaries of County's Right-of-Way and the centerline station numbers of County's Project, so that District can identify both the boundaries of the Road Right-of-Way and the various centerline stations, by station number.

10. Coordination of Work and Time Limits. The County and District agree to use their best efforts to coordinate all engineering and construction work to be performed under this Agreement. Reasonable cause to modify the times for performance shall exist when work to be performed takes less time to perform than anticipated, or when scheduled work is delayed for

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the

7th

day of May

20 01

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 Agreement between Boone County and The Larkin Group. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreements.

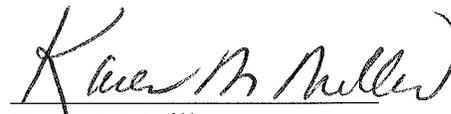
Done this 7th day of May, 2001.

ATTEST:

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



Don Stamper
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of May, 2000, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and The Larkin Group (herein "Consultant").

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

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

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

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

greater level of specificity required by the request for proposal.

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

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

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project

by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$500,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

work.

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

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

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

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of

termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

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

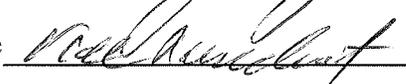
12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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

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

THE LARKIN GROUP

By 

Title 

Dated:

APPROVED AS TO FORM:


County Attorney

APPROVED:


Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By 

Presiding Commissioner

Dated: 5-7-01

ATTEST:


County Clerk

THE LARKIN GROUP
Billing Rate Schedule
Effective January 1, 2001

Professional Services	BILLING RATE RANGE		
PRINCIPAL	\$135	to	\$160
ASSOCIATE	\$85	to	\$120
ASSOCIATE ENGINEER	\$70	to	\$110
ENVIRONMENTAL SCIENTIST	\$50	to	\$90
INTERN ENGINEER/ENGINEER IN TRAINING (IE/EIT)	\$55	to	\$85
PROJECT REPRESENTATIVE	\$45	to	\$80
DESIGN TECHNICIAN	\$65	to	\$90
CAD TECHNICIAN	\$45	to	\$75
LAND SURVEYOR	\$60	to	\$85
SURVEY PARTY CHIEF	\$55	to	\$70
ROD-INSTRUMENT OPERATOR	\$45	to	\$60
PROJECT RELATED SUPPORT SERVICES	\$35	to	\$65

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

Equipment Charges:

AUTOMOBILE MILEAGE	\$.345/mile
COMPUTER TIME:	\$10/hour
SURVEY VEHICLE MILEAGE	\$0.45/mile
SURVEYING TOTAL STATION EQUIP	\$10/hour
GLOBAL POSITIONING SYSTEM	\$40/hour

REVISED @
12/19/00