

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

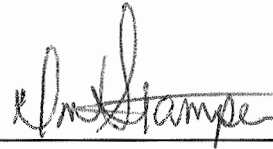
July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 9th day of July 20 02

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

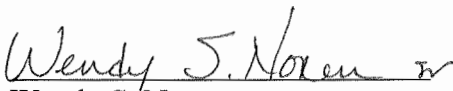
Now on this day, the County Commission of the County of Boone does hereby approve the Consultant Services Agreement with Terracon Consultants, Inc for the Harold Cunningham Road Slope Stability Project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.


Done this 9th day of July, 2002.



Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 9th day of July, 2002, 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: Terracon Consultants, Inc.
Project/Work Description: Harold Cunningham Road Slope Stability Project

Proposal Description: (identify proposal by date, person issuing proposal and attach a copy of proposal) See attached proposal with attachments dated June 25, 2002, by William Barrow to David Nichols

Modifications to Proposal: (identify any modifications or attach correspondence modifying proposal, or show as not applicable) Fees and expenses shall not exceed \$20,000.00 without prior written approval of Owner. Topographic survey excluded and will be completed by 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.

CONSULTANT

By William A. Barrow
Title GEOTECHNICAL SERVICES MGR.

Dated: 7/15/02

BOONE COUNTY, MISSOURI

By Wm. Stamps
Presiding Commissioner

Dated: 7-9-02

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

June 25, 2002

Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201

Terracon

3601 Mojave Court, Suite A
Columbia, Missouri 65202
(573) 214-2677 Fax: (573) 214-2714

Attention: Mr. David Allen Nichols, P.E.

RE: Proposal for Geotechnical Engineering Services
Harold Cunningham Road Slope Failure
Boone County, Missouri
Proposal Number D0902045

Dear Mr. Nichols:

Terracon is pleased to submit our proposal for geotechnical engineering services to analyze the slope failure that has occurred on Harold Cunningham Road in southern Boone County and to develop recommendations for stabilization of the slope and reconstruction of the failed segment of the road.

In the vicinity of the slope failure, Harold Cunningham Road has an east-west alignment and is situated on the side of a hill some 40 to 50 feet above Bonne Femme Creek which lies north of the road. The asphalt paved road typically parallels the creek at this location. The slope between the road and creek below is steep and wooded. Above the road, the timbered hillside rises to the south some 140 feet.

During our site visit on June 13, 2002 with you, Mr. David Minks, P.E. and Ms. Allison Anderson, P. E, and on June 21, 2002 with a local contractor, we observed the slope failure which extends through the north lane of Harold Cunningham Road down to the Bonne Femme Creek below. The length of the slope failure along the road alignment is approximately 100 feet. The vertical scarp at the top of the failed slope has a height of approximately 12 to 15 feet and the displaced road surfacing, earth, rock, trees and debris now lie on the disturbed and irregular surface extending down to the creek. Mud flows were observed in the failure zone and seepage was observed above the toe of the slope.

The slope failure appears to have occurred in an area where a sidehill fill was constructed across a small swale draining the hillside. A culvert placed in the sidehill fill to drain the swale was partially removed during the slope failure and now lies in the disturbed failure zone below the remaining section of the road. A telephone cable, stretched by the slide, was also observed in the failure zone downslope of the remaining roadway.

The soil exposed in the failure scarp appeared to consist primarily of sandy and gravelly clay with some cobbles. Near the bottom of the near vertical failure scarp, some 12 to 15 feet below the remaining road, some of the exposed soils appeared to have a higher clay content. Bedrock

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Terracon Proposal No: D0902045

Terracon

outcrops were observed in the creek bank near the toe of the slope on both the east and west sides of the failure zone and rock outcrops were also observed uphill of the road at several locations.

A narrow tension crack was observed in the road surface approximately 4 feet south of the failure scarp. Otherwise, the approximate southern 2/3 of the pavement section lying south of the scarp appeared to be intact at the time of our site visits.

West of the failure zone, Harold Cunningham Road rises and appears to pass through a partial cut section on the south side of the road and a small fill section on the north side. A slight depression in the apparent fill section on the north edge of the road could be observed at the time of our visit. After some discussion with county officials on June 13, 2002 we understood evaluation of this area would be beyond the scope of Terracon's proposal to analyze and recommend repairs to the failure zone on the east. However, we were requested to provide costs for an optional boring to obtain some preliminary subsurface information in this area.

Terracon recommends that an engineering analysis be performed on the slope failure to evaluate subsurface conditions and provide a basis for developing remedial measures to stabilize the slope. The engineering analysis would involve, but not necessarily be limited to the following services:

- Borings and test pits to evaluate soil and rock conditions
- Installation of piezometers (wells) to measure groundwater levels
- Installation of inclinometers to evaluate the depth/approximate geometry of the failure surface
- Laboratory tests to evaluate the engineering properties of the fill, native soils and rock
- Surveying to provide a detailed topographic plan of the slope failure and surrounding areas. Surveying services would be performed by others and are beyond the scope of our proposal.
- Slope stability analyses to determine the magnitude of forces causing and resisting the failure.
- Analysis and development of possible methods to stabilize the slope. Potential remedial measures would be described in the report of our analysis.
- Engineering design of remedial measures and development of plans, specifications and cost estimates. Engineering design services would be performed by others and are beyond the scope of this proposal.

SCOPE OF SERVICES

Preliminary Subsurface Exploration – Three (3) to five (5) borings are planned in the area of the slope failure. Three (3) of the borings are planned in the existing pavement located upslope of

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Terracon

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the failure. One (1) slope inclinometer and one (1) piezometer will be installed in the upslope borings to measure and assist in evaluating slope movements and groundwater levels. The other upslope boring will be backfilled with cement-bentonite grout.

Two (2) borings will be performed downslope of the failure scarp if access to the failed slope can be provided. We plan on installing one (1) slope inclinometer and one (1) piezometer in the downslope borings if drilling is feasible at these locations.

Access to the failure zone below the scarp will be difficult. We have reviewed the site with a local contractor, Mr. John Dometorch of C.L. Richardson, and believe the most feasible access for a track-mounted drill rig could be provided by constructing a ramp along the alignment of the remaining road and then down the slope to the approximate center of the failure zone. This would involve removal of a large portion of the existing road after the upslope borings are performed. This excavation would also provide an opportunity to observe subsurface conditions in the area of the remaining culvert and could possibly provide locations for backhoe test pits if it is not feasible to get a track-mounted drill rig out on the failing slope. In our opinion, removal of portions of the remaining road is not necessarily detrimental since the roadway may ultimately need to be removed and replaced to effect stabilization.

Soil borings are expected to extend to approximate depths of 10 to 20 feet below existing grades, or to auger refusal, whichever is shallowest. Samples of the soils will be obtained using split-barrel samplers and thin-walled tubes, where possible. Soil sampling will be performed at close intervals in the borings. Borings not provided with instrumentation will be backfilled with cement grout on completion of drilling and water level observations.

We plan on extending two (2) of the borings into the bedrock underlying the slope using NX size coring tools and a diamond bit. Coring will extend to an approximate depth of 10 feet in each boring.

Subsurface conditions may be encountered which would merit alteration of the exploration program described above. We will contact you to authorize alterations that would substantially increase the fee estimate.

An optional boring is also planned through the portion of the roadway lying west and uphill of the failure zone to obtain preliminary subsurface information in this area. This boring would be extended to a depth of 20 feet or auger refusal whichever occurs first and would utilize split-barrel sampling in the soil and weathered bedrock.

Laboratory Evaluations - In the laboratory, water content, dry density, unconfined compression and calibrated penetrometer tests will be performed on representative samples extracted from the thin-walled tubes. Water content and calibrated penetrometer tests will be performed on split spoon samples where appropriate. Samples will be visually classified in accordance with the Unified Soil Classification System (USCS).

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Terracon

We plan to perform Atterberg Limits tests to determine index properties of the site soils. Triaxial compression and direct shear tests may also be performed to evaluate the shear strength parameters of the site soils if suitable undisturbed samples can be obtained.

Engineering Report - After completion of the field and laboratory testing programs, the data and conditions will be analyzed and a report will be prepared by or under the supervision of a registered professional engineer. This report will contain a description of the project, a summary of the drilling, sampling, and testing procedures; logs of the borings and laboratory test results; and our analyses and recommendations concerning the geotechnical aspects of the project.

Site Access and Boring Locations - This proposal is based on layout and elevations of the borings by Terracon personnel from available site features and all boring locations being accessible to track-mounted drilling equipment. We have included an estimate of \$1000 to \$2000 in our proposal for subcontractor assistance in providing access for our track mounted drilling rig and/or performing test pits in the failure zone. We will need the client's surveyor to establish a temporary benchmark on the site, outside the failure zone, for our use in determining elevations at the boring locations.

Topographic Survey - To facilitate performance of the slope stability analyses, a detailed topographic survey performed by a civil engineering consultant is needed. The survey should include the entire failure zone and should also extend from an approximate distance of 100 feet upslope of the roadway down to the north bank of the creek and for an approximate distance of 50 to 100 feet east and west of the failure zone. We recommend cross sections be performed at 25 foot intervals perpendicular to the roadway and extending to the north bank of Bonne Femme Creek.

We can assist by communicating our surveying needs to your consultant but we have not included any costs for the topographic survey in our fee estimate. We need the survey and cross sections before we can begin our analysis. We can begin field services upon acceptance of this proposal but will not be able to begin analysis until we have the survey and cross-sections.

Fee Structure and Conditions - We agree to perform the above-described exploration, laboratory testing and geotechnical engineering services in accordance with the attached fee schedule rates. We estimate our fees will be in the range of \$ 16,000 to \$ 20,000 to complete these services. Conditions could be encountered that would increase these fees. The fees discussed above are valid for 30 days from the date of this proposal. The billing for our services will be directed to Mr. David Nichols, P.E. of Boone County Public Works. This proposal is prepared for the exclusive use of the client for specific application to the project discussed herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the constraints of the client's directive. The attached Terms and Conditions are considered a part of this proposal and will be incorporated by reference into our agreement.

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Terracon Proposal No: D0902045

Terracon

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

Sincerely,

Terracon

William A. Barrow

William A. Barrow, P. E., R.G.
Geotechnical Manager

PROPOSAL ACCEPTED BY:

Client Name (print or type)

Eric H. Lidholm
(WAB)

Eric H. Lidholm, P. E.
Associate Principal Engineer

By: (signature)

(print or type signer's name)

WAB\shs\D0902045
enclosures

Date:

Terracon

PROFESSIONAL SERVICE FEE SCHEDULE

FIELD EXPLORATION

Mobilization of Truck-mounted Drill Rig and 2-man crew	2.50/mile (225.00 minimum)	
Mobilization of Track-mounted Drill Rig and 2-man crew	3.50/mile	(350.00 minimum)
Support Vehicle	70.00/day	
Auger drilling and sampling using either split-barrel or thin-walled tube samplers at 5-foot intervals in soil Truck Mounted Drill Rig and 2-man crew		150.00/hour
Auger drilling and sampling using either split-barrel or thin-walled tube samplers at 5-foot intervals in soil and NX coring in rock Truck Mounted Drill Rig and 2-man crew		170.00/hour
Track Mounted Drill Rig Surcharge		325.00/day
Pressure Meter, Cone Penetration and other Specialized In-Situ Tests		quote on request
Per diem		65.00/man/day
Supplies and Dozer Assistance		cost plus 15%

LABORATORY SOIL TESTING

Water Content Test	6.00/test
Dry Density Determination	7.00/test
Unconfined Compression Test	20.00/test
With Stress Strain Curve	50.00/test
Hand Penetrometer Test	3.50/test
Visual USCS Classification	4.50/sample
Atterberg Limits Test	47.00/test
Sieve Analysis (Washed over #200 sieve)	65.00/test
Hydrometer Analysis	60.00/test
Combined Analysis (Hydrometer and Sieve)	85.00/test
Specific Gravity Determination	54.00/test
Organic Tests (By Heating)	40.00/test
pH Tests	27.00/test
Swell Test - 1 pressure	85.00/each
Swell Test - 3 pressures	190.00/each
Consolidation Test with Pressure-Void Ratio Curve (One Load/Unload Cycle)	350.00/test
Plotted Time Curves	60.00/each
Each Additional Load/Unload Cycle	110.00/each
Unconsolidated Undrained Triaxial Compression Test (Per Mohr's Circle)	150.00/circle
Consolidated Undrained Triaxial Compression Test (Per Mohr's Circle)	375.00/circle
Sample Preparation for Triaxial Compression Tests (Remolded Samples)	60.00/sample
Standard Proctor Test	125.00/test
Modified Proctor Test	150.00/test
Laboratory CBR Test (Per Point)	175.00/test
Shelby Tube Extrusion	10.00/each
Stratification of Boring Logs	60.00/hour

PROFESSIONAL STAFF

Principal	110.00/hour
Senior Project Manager	95.00/hour
Senior Project Engineer/Geologist	85.00/hour
Project Engineer/Geologist	65.00/hour
Field Engineer II/Geologist II	56.00/hour
Field Engineer I/Geologist I	50.00/hour
Engineering Technician IV	45.00/hour
Engineering Technician III	40.00/hour
Engineering Technician II	36.00/hour
Secretary/Word Processing	30.00/hour
Additional Copies	0.20/page (\$25 min)
Faxed Report (on request)	0.25/page
Transportation charges, private car or company vehicle (beyond Columbia city limits)	0.42/mile

TERMS AND CONDITIONS

TERRACON

SECTION 1: SCOPE OF WORK: TERRACON shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. TERRACON will provide these additional services at the contract fee schedule rate. Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. TERRACON can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of services by TERRACON pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the Client will furnish TERRACON with right-of-access to the site in order to conduct the planned exploration. While TERRACON will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained. Client will furnish TERRACON with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. TERRACON reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. TERRACON reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered that were not made known to TERRACON prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, TERRACON will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold TERRACON harmless and indemnify TERRACON for any claims, payments or other liabilities, including costs and attorney fees, incurred by TERRACON for any damages to subterranean structures or utilities that are not called to TERRACON'S attention and correctly shown on the plans furnished to TERRACON.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise TERRACON of any known or suspected hazardous substances that are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing that TERRACON may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by TERRACON employees, agents or subcontractors. If TERRACON observes or suspects the existence of unanticipated hazardous materials during the course of providing services, TERRACON may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TERRACON, TERRACON may at its option terminate this contract.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: TERRACON does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment and it shall be turned over to the Client for proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: TERRACON will furnish two copies of the report to the Client. Additional copies will be furnished at the rate specified in the fee schedule. TERRACON will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by TERRACON relating to collection procedures on overdue accounts. Failure of Client to abide by the provisions of this section will be considered grounds for termination of this agreement by TERRACON.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by TERRACON as instruments of service, shall remain the property of TERRACON unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: TERRACON shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential". TERRACON shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of TERRACON against claims or liabilities arising from performance of services under this agreement. TERRACON'S obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by TERRACON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by TERRACON and that the data, interpretations and recommendations of TERRACON are based solely upon the data available to TERRACON. TERRACON will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: TERRACON has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. TERRACON personnel will adhere to these procedures as site conditions require. A copy of the "Safety Policy Procedures for Environmental/Hazardous Waste Projects" is on file with the corporate safety officer and is available for review. TERRACON is not responsible or liable for injuries or damage incurred by third parties who are not employees of TERRACON.

It is understood that TERRACON will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The Client is responsible, after notification, for payment of time charges or expenses resulting from the required response by TERRACON to subpoenas issued by any party other than TERRACON in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY AND DAMAGES WAIVER: CLIENT AND TERRACON HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING TERRACON'S FEE RELATIVE TO THE RISK ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, TERRACON'S TOTAL LIABILITY TO CLIENT IS LIMITED TO THE GREATER OF \$50,000 OR TWO TIMES ITS FEE, FOR ANY AND ALL DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE (S) OR UNDER ANY THEORY OF LIABILITY. Neither party shall be liable to the other for loss of profits or revenue; loss of use; loss of opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, punitive, or exemplary damages, under any theory of liability.

SECTION 14: INSURANCE: TERRACON carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, TERRACON agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of TERRACON, its employees, agents, subcontractors and their employees and agents. TERRACON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. TERRACON shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of TERRACON.

SECTION 15: INDEMNITY: The Client acknowledges that TERRACON has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against TERRACON and agrees to indemnify and save TERRACON, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to TERRACON's performance of services hereunder.

SECTION 16: TESTING AND OBSERVATION SERVICES: If TERRACON is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set forth in the proposal, then this section applies. For the specified assignment, TERRACON will report test results, observations and professional opinions to Client.

The presence of TERRACON field representatives will be for the purpose of providing field-testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised. The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for defects discovered in his work.

The term "observation" implies that we would observe the progress of the work we have agreed to be involved with and perform tests from which to develop an opinion as to whether the work essentially complies with the job requirements.

With any manufactured product there are statistical variations in its uniformity and the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

SECTION 17: SAMPLES: TERRACON will retain all soil and rock samples that are transported to TERRACON laboratories for 60 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

SECTION 18: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 19: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TERRACON shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of TERRACON required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 20: ASSIGNS: Neither the Client nor TERRACON may delegate, assign, subwrite or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 21: PRECEDENCE: These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TERRACON'S services.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

July Session of the May Adjourned

Term. 2002

In the County Commission of said county, on the

9th

day of

July

2002

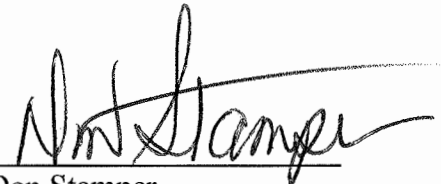
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND ACCOUNT	AMOUNT INCREASE
2530-03411: Sheriff – Federal Grant Reimbursement	\$3,808.00
2530-60050: Sheriff – Maintenance Contract	\$463.00
2530-91301: Sheriff – Computer printer for identification card system	\$3,000.00
2530-23000: Sheriff – Supplies	\$345.00

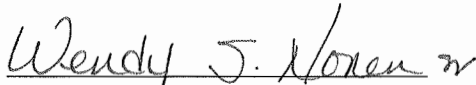
Said budget amendment is to establish revenue and expenditure budget for Block Grant to purchase equipment.

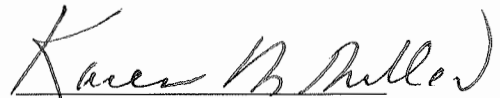
Done this 9th day of July, 2002.




Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

1st. 6/27/02
2nd. 7/9/02

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

³⁴
6-20-02

RECEIVED JUN 25 2002

EFFECTIVE DATE

FOR AUDITORS USE

303-2002

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	5	3	0	0	3	4	1	1	Sheriff	Federal grant reimbursement		3808.
2	5	3	0	6	0	0	5	0		Maintenance Contract		463.
2	5	3	0	9	1	3	0	1		Computer printer for identification card system		3000.
2	5	3	0	2	3	0	0	0		Supplies		345.

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Establish budget for Block Grant to purchase equipment. Also original budget amendment did not allocate enough funds for the maintenance on the fingerprinting system.

Establish revenue and expenditure budget

Beverly Brauer
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

Fund 253: Local Law Enforcement Grant
Solvency Analysis
Prepared by Auditor's Office
6-25-2002

Beginning Fund Balance (Unreserved) 1-1-2002 (Account 2913)		\$14,274.97	
Plus: Actual Revenues 2002			
Interest (through May)	724.29		
Grant Revenue	0.00		
Local Match	<u>0.00</u>	724.29	
Plus: Grant Receipts Classified as Deferred Revenue (Account 2460)		<u>71,892.40</u>	\$86,891.66

Less: Budgeted Expenditures 2002

	Current Budget	Budget Revision/ Amendment	Total		Actual YTD Expenditures & Encumbrances	Remaining Budget
Class 1	0.00		0.00		0.00	0.00
Class 2	5,829.00	345.00	6,174.00		5,671.53	502.47
Class 3	0.00		0.00		0.00	0.00
Class 4	0.00		0.00		0.00	0.00
Class 5	0.00		0.00		0.00	0.00
Class 6	9,255.00	463.00	9,718.00		0.00	9,718.00
Class 7	0.00		0.00		0.00	0.00
Class 8	0.00		0.00		0.00	0.00
Class 9	<u>34,841.00</u>	<u>3,000.00</u>	<u>37,841.00</u>		<u>33,068.58</u>	<u>4,772.42</u>
	<u>49,925.00</u>	<u>3,808.00</u>		(53,733.00)	<u>38,740.11</u>	<u>14,992.89</u>

Anticipated Fund Balance 12-31-2002 33,158.66

2002 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
Local Law Enforcement Grant										
2530-91000	multi-media projector with extra bulb - (1) (added 2-1-02)		2-20-02	4,960	4,960			6-5-02	4,408	552
2530-91000	report binding system - wire & plastic spine - (1) (added 2-1-02)		2-20-02	1,000	1,000					1,000
	Total	0		5,960	5,960		0		4,408	1,552
2530-91300	A200 system with launcher, hopper, soft case 13 cub in HPA bottle, butt stock, maintenance kit - (2) (added 2-1-02)		2-20-02	756	756			6-24-02	756	0
2530-91300	kenwood mobile 110 watt remote head radio - (6) (added 2-1-02)		2-20-02	7,326	7,326			3-12-02	7,326	0
2530-91300	federal smart liren/light controller - (6) (added 2-1-02)		2-20-02	5,862	5,862			3-12-02	5,862	0
2530-91300	preliminary breath test instrument - (3) (added 2-1-02)		2-20-02	1,197	1,197			4-3-02, 5-13-02	1,125	72
2530-91300	digital camera for domestic violence crime scene photography - (10) (added 2-1-02)		2-20-02	5,000	5,000	6-4-02	5,550			(550)
2530-91300	MX7000 light bars - (added 2-1-02)		2-20-02	1,400	1,400			4-11-02	1,359	41
	Total	0		21,541	21,541		5,550		16,428	(437)
2530-91301	laptop computer for training - (1) (added 2-1-02)		2-20-02	3,340	3,340			6-5-02	3,092	248
2530-91301	color printer - (1) (added 2-1-02)		2-20-02	4,000	4,000			6-5-02	2,851	1,149
2530-91301	printer - for ID card system - (added 6-25-02)		6-25-02	3,000	3,000					3,000
	Total	0		10,340	10,340		0		5,943	4,397
2530-92300	vehicle cleaning system - (1) (added 3-26-02)				0			3-26-02	740	(740)
2530-92300	(per Beverly, budget will be covered by other class 9 accounts)				0					
	Total	0		0	0		0		740	(740)
Total Local Law Enforcement Block Grant		0		37,841	37,841		5,550		27,519	4,772

6/25/02

FY 2002
Budget Amendments/Revisions
Local Law Enforcement Grant (2530)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/30/02	23200	Ammunition	1,284		Establish revenue & expenditure budget	
		23850	Minor Equipment & Tools	4,545			
		60050	Equipment Service Contract	9,255			
		91300	Machinery & Equipment	21,541			
		91301	Computer Hardware	7,340			
		91000	Office Equipment	5,960			
		3411	Federal Grant Reimbursement	49,925			
2	6/25/02	60050	Equipment Service Contract	463		Establish revenue & expenditure budget	
		91301	Computer Hardware	3,000			
		23000	Office Supplies	345			
		3411	Federal Grant Reimbursement	3,808			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

July Session of the May Adjourned

Term. 20 02

In the County Commission of said county, on the

9th

day of

July

2002

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

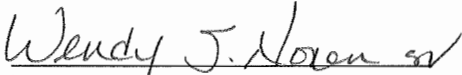
Now on this day, the County Commission of the County of Boone does adopt the attached resolution for UBS Paine Webber. It is further ordered that the Presiding Commissioner be hereby authorized to sign said resolution.

Done this 9th day of July, 2002.

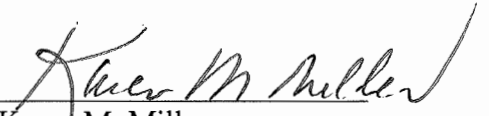


Don Stamper
Presiding Commissioner

ATTEST:



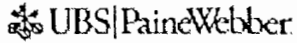
Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



RESOLUTION (ASSOCIATION OR OTHER NON-CORPORATE ORGANIZATION)

BE IT RESOLVED THAT Kay R. Murray , Boone County Treasurer
(NAME AND TITLE OF OFFICER)

is hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of this

Boone County Government
(TYPE OF ORGANIZATION)

I, Don Stamper, Presiding Commissioner
(NAME AND TITLE OF OFFICER)

of Boone County Government
(NAME OF ORGANIZATION)

hereby certify that the foregoing is a true copy of a resolution duly adopted by the

Boone County Commission
(NAME OF GOVERNING BODY OF THE ORGANIZATION)

of said County at a meeting duly held the 9th

day of July, 2002, at which a quorum was present and voting and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the

Missouri State Statutes
(NAME OF DOCUMENT UNDER WHICH ORGANIZATION IS OPERATING)

of said Boone County Government
(NAME OF ORGANIZATION)



Wendy S. Noren
(IF NO SEAL, CERTIFY THAT THERE IS NO SEAL)

Date 9 JULY 2002

Don Stamper
SECRETARY
(Must not be signed by an Officer authorized to Act)

RECEIVED

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



JUL 01 2002

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

Boone County Commission

305-2002

Commission
agenda

APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS Chambers

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

Description of Use: Service Animal Day - for people w/ disabilities

Date(s) of Use: 8/29/02

Time of Use: From: 10 (m) p.m thru 4 (m) a.m. (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: Services for Independent Living
 Organization Representative Title: Amy Van Lue / Independent Living Specialist
 Phone Number: 874-1646
 Date of Application: 6/19/02

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:

Wendy J. Noren
Clerk

BOONE COUNTY, MISSOURI
Don Stamper
Commissioner

DATE: 07/09/2002

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

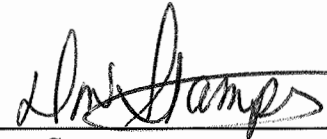
July Session of the May Adjourned

Term. 20 02

In the County Commission of said county, on the 9th day of July 2002
the following, among other proceedings, were had, viz:

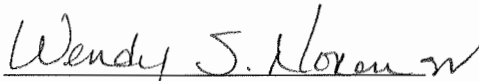
Now on this day, the County Commission of the County of Boone does authorize the use of the Commission Chamber of the Roger B. Wilson Boone County Government Center on August 29, 2002 from 10:00 a.m. to 4:00 p.m. for the Service Animal Day – for people with Disabilities for the Services for Independent Living. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 9th day of July, 2002.

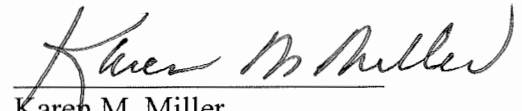


Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner