

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 9<sup>th</sup> day of February 20 06

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

**AN ORDER ORDERING THE PROJECT; W. B. SMITH SANITARY SEWER NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENTS TO BE MADE AND AUTHORIZING THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, TO OBTAIN FINANCING, REIMBURSE ITSELF AND RECORD WITH RECORDER OF DEEDS.**

**WHEREAS**, pursuant to Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the "Act"), the County Commission of Boone County, Missouri has heretofore determined that the W. B. Smith Sanitary Neighborhood Improvement District Project to be advisable and ordered plans and specifications for the Project to be prepared by Commission Order 54-2006; and

**WHEREAS**, plans and specifications for said Project, including the estimated cost, were submitted to the County Commission, an assessment roll was prepared and, pursuant to notice duly given, a hearing was held on the proposed improvements and assessments:

**NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:**

**Section 1.** The plans and specifications for the W. B. Smith Sanitary Neighborhood Improvement District Project providing for an estimate cost of \$116,203.00 will be assessed against property benefited by the improvements, are hereby determined to be final and complete and the improvements described therein are ordered to be made.

**Section 2.** The County of Boone expects to make expenditures on and after the date of passage of this Order in connection with the Project, and the County of Boone intends to reimburse itself for such expenditures with the proceeds of notes or bonds of the County of Boone. The maximum principal amount of notes or bonds expected to be issued for the Project is \$145,253.75.

**Section 3.** The County of Boone hereby authorizes the Treasurer to issue temporary notes pursuant to the Act to finance the costs of the Project until the Project is completed and final costs are determined for the purpose of making assessments against the owners of property within the district.

**Section 4.** This Order and the proposed assessment roll for the Project, a copy of which is attached hereto as **Exhibit A**, is ordered and directed to be filed by the Clerk of Boone County, in the real estate records of the Recorder of Deeds of Boone County, Missouri.

**Section 4.** This Order shall be in full force and effect from and after its passage.

BOONE COUNTY MO FEB 14 2006

PASSED and APPROVED by the County Commission of Boone County this 9<sup>th</sup> day of February, 2006.

absent

Keith Schnarre  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

ATTEST:

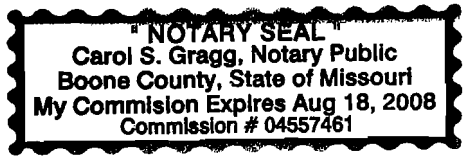
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Skip Elkin

Skip Elkin  
District II Commissioner

On this 9<sup>th</sup> day of February, 2006 before me personally appeared Karen M. Miller and Skip Elkin, who after being duly sworn upon their oath did state, affirm and acknowledge that they are the duly elected County Commissioners of the County of Boone, a political Subdivision in the State of Missouri, that they executed the within instrument on behalf of said County as their free act and deed pursuant to the authority vested in them to execute said instrument on behalf of said County as authorized by law and they executed the same for the purposes therein stated. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at my office in \_\_\_\_\_, the day and year last above written.

Carol S. Gragg  
Notary Public  
Carol S. Gragg  
My Commission expires: Aug 15, 2008



**BOONE COUNTY MO FEB 14 2006**

**Exhibit A**

**Attach Owners List (Excel File)**

W. B.  
Neighborhood Improvement District

Owners List - By Parcel

Proposed Assessment Roll

TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	Legal Description	ACRES	SIGNED	PROPOSED ASSESSMENT
20-307-01-00-028.00	Brubaker	Brent	Brubaker	Teresa	5930 S. Rte K	COLUMBIA	MO	65203	Northwest 1/4 of Section 1, Township 47 North, Range 13 West, Boone County, Missouri, a tract of land as shown and described by survey recorded in Book 297, Page 303, Records of Boone County, Missouri; excdpt that part conveyed to the State of Missouri for road purposes recorded in Book 383, Page 50, Records of Boone County, Missouri.	5.66	5.66	\$ 14,525.38
20-307-01-03-003.00	Samuel	David G.	Samuel	Ruth R.	450 E. Lake Forest Dr.	COLUMBIA	MO	65203	Northwest 1/4 of Section 1, Township 47 North, Range 13 West, Boone County, Missouri, Lot 1 of W. B. Smith Subdivision as shown by plat recorded in Plat Book 13, Page 83, Records of Boone County, Missouri;	0.84	0.84	\$ 14,525.38
20-307-01-03-002.00	McCann	Sandra Kay			1203 W. Rollins Rd.	COLUMBIA	MO	65203	Northwest 1/4 of Section 1, Township 47 North, Range 13 West, Boone County, Missouri, Lot 2 of W. B. Smith Subdivision as shown by plat recorded in Plat Book 13, Page 83, Records of Boone County, Missouri;	1.00	1.00	\$ 14,525.38
20-307-01-03-001.00	McAllister	Douglas	McAllister	Pamela	580 E. Lake Forest Dr.	COLUMBIA	MO	65203	Northwest 1/4 of Section 1, Township 47 North, Range 13 West, Boone County, Missouri, Lot 3 of W. B. Smith Subdivision as shown by plat recorded in Plat Book 13, Page 83, Records of Boone County, Missouri;	0.44	0.44	\$ 14,525.38
20-307-01-03-004.00	Cox	Michael D.	Cox	Linda G.	451 E. Lake Forest Dr.	COLUMBIA	MO	65203	Northwest 1/4 of Section 1, Township 47 North, Range 13 West, Boone County, Missouri, Lot 4 of W. B. Smith Subdivision as shown by plat recorded in Plat Book 13, Page 83, Records of Boone County, Missouri;	1.00	1.00	\$ 14,525.38
20-307-01-03-005.00	Snell	Kevan E.	Snell	Jo Carol	581 E. Lake Forest Dr.	COLUMBIA	MO	65203	Northwest 1/4 of Section 1, Township 47 North, Range 13 West, Boone County, Missouri, Lot 5 of W. B. Smith Subdivision as shown by plat recorded in Plat Book 13, Page 83, Records of Boone County, Missouri;	0.88	0.88	\$ 14,525.38
20-307-01-03-006.00	Smith	Martin B.			5500 S. Rt. K	COLUMBIA	MO	65203	Northwest 1/4 of Section 1, Township 47 North, Range 13 West, Boone County, Missouri, Lot 6 of W. B. Smith Subdivision as shown by plat recorded in Plat Book 13, Page 83, Records of Boone County, Missouri;	0.85	0.85	\$ 14,525.38
20-307-01-03-007.00	Dwyer	Judith Smith			5502 S. Rt. K	COLUMBIA	MO	65203	Northwest 1/4 of Section 1, Township 47 North, Range 13 West, Boone County, Missouri, Lot 7 of W. B. Smith Subdivision as shown by plat recorded in Plat Book 13, Page 83, Records of Boone County, Missouri;	0.85	0.85	\$ 14,525.38
										<b>11.52</b>	<b>11.52</b>	<b>\$ 116,203.04</b>
Revised 1-27-06											100%	

BOONE COUNTY MO FEB 14 2006



Recorded in Boone County, Missouri

Date and Time: 02/14/2006 at 10:13:08 AM

Instrument #: 2006003546 Book: 2891 Page: 68

Grantor: BOONE COUNTY COMMISSION

Grantee: W B SMITH SANITARY NEIGHBORHOOD IMP...

Instrument Type: ODR

Recording Fee: \$39.00 E

No. of Pages: 7

  
Bettie Johnson, Recorder of Deeds



**RECORDER OF DEEDS CERTIFICATE  
BOONE COUNTY, MISSOURI  
EXEMPT DOCUMENT**

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bettie Johnson  
Recorder of Deeds  
801 E Walnut, Room 132  
Columbia, Missouri 65201  
573-886-4345

THIS PAGE HAS BEEN RECORDED AS THE FIRST PAGE OF YOUR DOCUMENT—DO NOT REMOVE THIS PAGE

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the

9<sup>th</sup>

day of February

20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize disposal of the following surplus property:

	Asset #	Description	Make	Model	Condition of Asset
1.	None	(3)" Hubcaps	Ford	Crown Vic 178-16	
2.	None	VCR	Fisher	FVH810	
3.		Audio Intelligence Device		210	
4.		Bagphone	Ameritech	Motorola/SCA	
5.		Bagphone	Audiovox	CMT410	
6.		Fliphone	Motorola Microtac	34922WADBA	
7.		Flipphone	Nokia	6161	
8.		(7) Flipphones	Nokia	5165	
9.		Flipphone	Nokia	7160	
10.		VHF Console	Vega	C534	
11.	3390	Digi Scan 8	Urmetrics		
12.		Federal Signal Switch pack			
13.		Battery Charger	Motorola	NTN4864B	
14.	7596	Motorola MT1000		H43GCU7180AN	
15.		Motorola P100 W/ spare Battery		H43QPU7160BN	
16.		Motorola Radius P200		H43RFU7160BN	
17.		Portable Radio	Midland	70-155B	
18.	7588	MT1000 W/ CHARGER	Motorola	H43GCU7180AN	
19.		Portable Radio Charger	Midland	70C06	
20.		Desktop phone	Nortel	7310	
21.	None	Chair	Worth		Bad Seat, Poor chair
22.	10703	20000lb Trailer	Contrail	C-20	Fair, unit has some damage to tongue
23.	12887	Chair, burgundy	Cramer		Does not adjust the way it should, wobbly

24.	11671	Chair, blue	Triton	MAXAU28	Needs new cloth cover
25.	11676	Chair, blue	Triton	MAXAU28	Needs new cloth cover
26.	11670	Chair, blue	Triton	MAXAU28	Needs new cloth cover
27.	11668	Chair, blue	Triton	MAXAU28	Needs new cloth cover
28.	None	Chair, swivel	Worth		Bad Seat
29.	None	Ayoin Display Touch Screen (June 1999)		2001TS	Non Service available, no longer working
30.	12610	Ayoin Display Touch Screen (April 2000)		2001TS	Non Service available, no longer working
31.	12910	Dryer	Amana	ALE866SAW	Fair, works
32.	12337	Washer	Amana	LWA40AW	Fair, works
33.	13885	Carpet Cleaner	Bissell	Pro Tech UPR 792OH	Broken, does not work.
34.	05612	Typewriter	Sharp	ZX515	Bad Doesn't Work
35.	7014	Tilt Kettle	Garland	KT6ESK24	Poor Heating elements & Thermostat not working
36.	None	5 Drawer File Cabinet	Unknown	Unknown	Bad, second drawer is broken
37.	None	(32) Lumbar	2"x12"x19.5	#2 Grade Pine	Used, but good
38.	8951	Paddle Wheel Elevating	John Deere	Scraper	Good (4107 Hours)
39.	10182	Task Chair (Blue)	Hon	W/O arms	Fair Adjustable height does not adjust
40.	12138	Snowblower	Yard Machine		Good
41.	07010	Hot water Booster Heater	Cleveland Range Co		Poor, scaled up
42.	12645	Push Sweeper	Dayton		Good
43.	None	Grass Edger	Little Wonder		Good
44.	None	Leaf Sweeper	Agri Fab	26 "	Good
45.	None	Mailbox	BC Property Tax	Brown	Fair
46.	None	Bicycle Rack		Yellow	Good
47.	None	Metal Tool Box for pickup		Almond Color, side mount	Good
48.	None	Desk	Unknown		Poor
49.	8416	5 Drawer File Cabinet			Poor



50.	None	Printer Table			Ok, not great
51.	12055	Video Cassette Recorder	Panasonic	PV9450	Inoperable. Gears will not eject cassette
52.	6467	CCTV Camera and Lens	Panasonic		Poor Picture
53.	07075	Water Softening System Control Valves	Culligan		Poor, control and valves not functional beyond repair
54.	05424	Calculator	Sharp	Compet CS2606	Fair, tape will not feed

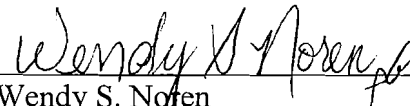
**Items Destroyed by Department:**

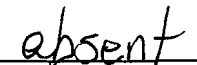
55.		(3) Passive Alcohol Sensors			
56.		Kustom Signals MPH Board			3 Giant Display
57.	None	Adding Machine	Sharp		Non Functioning, Destroyed by Department

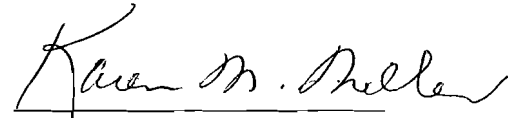
It is further ordered that the Presiding Commissioner be hereby authorized to sign said authorization.

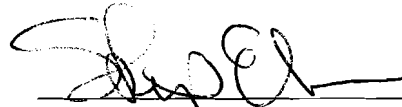
Done this 9<sup>th</sup> day of February, 2006.

ATTEST:

  
 Wendy S. Nofen  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 9<sup>th</sup> day of February 20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 03-26JAN06 Brush Chipper to Luby Equipment.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 9<sup>th</sup> day of February, 2006.

absent  
Keith Schnarre  
Presiding Commissioner

ATTEST:

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

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

56-2006

# Boone County Purchasing

**Heather Turner, CPPB**  
Buyer



601 E. Walnut, Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Heather Turner, CPPB  
**DATE:** February 3, 2006  
**RE:** 03-26JAN06 Brush Chipper

The Bid for a New Model Year 2005/2006 Brush Chipper closed on January 26, 2006. Five bids were received. Purchasing and the Public Work's department recommend award to Luby Equipment for submitting the low bid.

Total cost of the contract is \$36,500.00 to be paid out of department 2040 - PW Maintenance Operations, account number 92300 – Replacement Machinery & Equipment. The original budgeted amount for this purchase was \$37,000.00. Attached to this memo, please find a copy of a memo from Greg Edington requesting that Public Works retain the brush chipper currently in operation.

Please find attached a copy of the bid tabulation and memo from Greg Edington for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works  
David Mink, Public Works  
Bid File

# Boone County Public Works

**Gregory P. Edington**  
Fleet Operations Superintendent  
Maintenance Operations Division



5551 Highway 63 South  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (226)  
FAX (573) 875-1602  
EMAIL: [gregedington@boonecountymo.org](mailto:gregedington@boonecountymo.org)

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Date: February 2, 2006

To: David Mink

From: Greg Edington

Subject: Brush Chipper Purchase – Retaining proposed trade unit

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The Maintenance Operations Division is requesting to retain its existing brush chipper and utilize it as a back-up unit. The division recently advertised and received bids for a Brush Chipper (Bid # 03-26JAN06). The bid included a line item for a vendor supplied trade-in amount which we made optional in case a fair price was not offered. The Vendor, in my opinion, offered a fair price for the trade but this particular piece of equipment is vital to operations.

The Urban service area crew(s) use the brush chipper nearly every day and often experience downtime due to machine failure and maintenance. In order for the crew(s) to keep on-task we would recommend keeping the old brush chipper and using it when the newer machine experiences downtime. I have, on several occasions, tried to rent brush chipping equipment and there seems to be no availability for that type of machine.

The Division budgeted for the new brush chipper in Account 2040-92300 (Replacement Machinery and Equipment) for FY2006. We are requesting to move the allocated funds to Account 2040-91300 (New Machinery and Equipment) for the purchase of the new brush chipper or follow any other recommendations from the Auditors office. The successful bidder submitted a price for the new brush chipper that was lower (\$500) than the budgeted amount even when excluding trade-in value.

The existing unit is still functioning and would serve well as a back-up unit for the next 2 to 3 years. Thank you for your consideration in this matter.

**Bid Tab 03-26JAN06**

**New Model Year 2005/2006 Brush Chipper**

Pricing		Qty	Vermeer Great Plains, Inc.		Luby Equipment Services		Vermeer Midwest		Vermeer of the Ozarks		Vermeer of the Ozarks Alt Bid	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
4.7.1	Brush Chipper as per Section 2	1	\$ 41,650.00	\$ 38,500.00	\$ 36,500.00	\$ 36,500.00	\$ 39,270.00	\$ 39,270.00	\$ 57,150.00	\$ 57,150.00	\$ 39,100.00	\$ 39,100.00
4.7.2	Optional Winch	1	\$ 3,425.00	\$ 3,250.00	\$ 2,500.00	\$ 2,500.00	\$ 3,315.00	\$ 3,315.00	\$ 3,460.00	\$ 3,460.00	\$ 3,460.00	\$ 3,460.00
4.7.3	Optional Trade in 1994 Vermeer Model 1250 approx. 1375 hrs.	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,800.00	\$ 5,800.00	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00
<b>4.8</b>	<b>Grand Total</b>			35,750.00		33,000.00		36,785.00		55,710.00		37,660.00
4.12	Coop			Yes		Yes		No		Yes		Yes
4.13	ARO					30 days		60-90 days		30-60 days		30-60 days

**NO Bids**

Crown Power Equip  
Ozark Machinery Co

**PURCHASE AGREEMENT FOR  
New Model Year 2005/2006 Brush Chipper**

**THIS AGREEMENT** dated the 9<sup>th</sup> day of FEBRUARY 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Luby Equipment**, herein "Contractor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the New Model Year 2005/2006 Brush Chipper, bid number **03-26JAN06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated January 17, 2006 and executed by R. Douglas Juergensen, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

- Item 4.7.1. – Brush Chipper as per Section 2 \$36,500.00

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 30 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**Luby Equipment**

by [Signature]  
title SR-CFO

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

[Signature]  
Signature

2/6/06  
Date

2040/92300 --  
\$36,500.00

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 9<sup>th</sup> day of February 20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the following 2006 Revenue Sharing Awards:

City Name	2006 Project Description	Total Amount Requested	2006 Recommendation
City of Ashland	Henry Clay/Liberty Lane Intersection Improvements	\$ 67,500.00	\$ 67,500.00
City of Centralia	Randolph Street, Phase 2	\$ 112,000.00	\$ 80,000.00
Centralia Special Road District	Pave 0.35 mi. E. Union Church, Overlay 1.25 mi. San Lynn and 1 mi. Ball Road	\$ 160,000.00	\$ 80,000.00
City of Columbia	Chapel Hill Road: Scott Boulevard to Gillespie Bridge Road	\$ 791,700.00	\$ 300,000.00
City of Hallsville	Replace deteriorated culverts throughout city	\$ 130,000.00	\$ 65,000.00
City of Harrisburg	DC Lane & Craigview	\$ 18,000.00	\$ 18,000.00
City of Hartsburg	Paving City Parking Lot (Parking Lot not eligible)	\$ 19,000.00	\$ -
City of Huntsdale	Continued Drainage Work and Additional Culverts	\$ 10,000.00	\$ 10,000.00
City of McBaine	Asphalt for Main Street	\$ 14,000.00	\$ 7,000.00
City of Pierpont	Road Maintenance and Snow Removal	\$ 2,500.00	\$ 2,500.00
City of Rocheport	First Street: Pike to Clark and Moniteau to Central Street	\$ 66,600.00	\$ 33,300.00
City of Sturgeon	Seal & Chip - 33 blocks	\$ 20,977.00	\$ 20,977.00



Replace three culverts (Approval for Hick Street)	\$ 18,650.00	\$ <b>7,200.00</b>
Asphalt the gravel road to the Arena	\$ 8,555.00	
Asphalt the gravel drives at Mt. Horeb Cemetary	\$ 20,500.00	
Install a NEW sidewalk - approximately 1300 feet	\$ 20,000.00	
<b>TOTAL</b>	<b>\$ 1,479,982.00</b>	<b>\$ 691,477.00</b>

It is further ordered that the Presiding Commissioner be hereby authorized to sign said awards.

Done this 9<sup>th</sup> day of February, 2006.

*absent*

Keith Schnarre  
Presiding Commissioner

ATTEST:

*Wendy S. Noren*

Wendy S. Noren  
Clerk of the County Commission

*Karen M. Miller*

Karen M. Miller  
District I Commissioner

*Skip Elkin*

Skip Elkin  
District II Commissioner

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

This agreement dated this 9<sup>th</sup> day of FEBRUARY, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Columbia a municipal corporation, herein "City".

**WITNESSETH:**

**WHEREAS**, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

**WHEREAS**, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

**WHEREAS**, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

**WHEREAS**, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

**NOW THEREFORE IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Three hundred thousand dollars (\$300000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
  - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
  - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
  - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:

*Keith Schnarre*

Keith Schnarre, Presiding Commissioner  
Boone County Commission

City of Columbia

By:

*H. William Watkins*

H. William Watkins, City Manager  
~~Mayor, City of Columbia~~

Date:

2/10/06

Date:

3-23-06

ATTEST:

*Wendy S. Noren*

County Clerk

ATTEST:

*Sheela Amin*

City Clerk, Sheela Amin

APPROVED AS TO FORM:

*John Patton*

John Patton, County Counselor

APPROVED AS TO FORM:

*Fred Boeckmann*

City Attorney, Fred Boeckmann

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

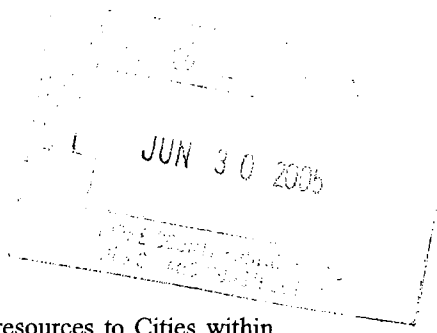
2049-71450

Auditor

*June E. Pitchford*  
by *cg*

Date:

2/3/2006



**Boone County Revenue Sharing Application**

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSR) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity Columbia, Missouri

City/County Proposed Project for 2006 Chapel Hill Road, Scott Boulevard to Gillespie Bridge Road

Total Estimated Cost of 2006 Project \$2,431,300

Amount of Revenue Sharing Money Needed to Complete 2006 Project \$791,700

Explanation for the request and resulting improvement see attached

Other Funding Sources Available Special assessment, developer contribution, tax funds, county grant

**List of Attach 5 Year Long Range Plan and Estimated Financial Need:**

Year 1 <u>see attached</u>	\$ <u>                    </u>	Status <u>                    </u>
Year 2 <u>see attached</u>	\$ <u>                    </u>	Status <u>                    </u>
Year 3 <u>                    </u>	\$ <u>                    </u>	Status <u>                    </u>
Year 4 <u>                    </u>	\$ <u>                    </u>	Status <u>                    </u>
Year 5 <u>                    </u>	\$ <u>                    </u>	Status <u>                    </u>

Contact Person, address and phone: John Glascock, P.E., PO Box 6015, Columbia, MO 65205,

Ph# 573-874-7253

**Please return to the Boone County Public Works Department –Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by June 30, 2005.**

**Please DO NOT send or drop-off to any other office or location.**

018953

Permanent Record  
Filed in Clerk's Office

Introduced by Hindman

First Reading 3-6-06

Second Reading 3-20-06

Ordinance No. 018953

Council Bill No. B 97-06

**AN ORDINANCE**

authorizing a cooperative agreement with Boone County relating to 2006 revenue sharing funds for the Chapel Hill Road improvement project; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:


SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with Boone County relating to 2006 revenue sharing funds for the Chapel Hill Road improvement project. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

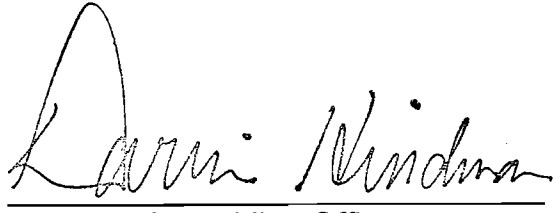
SECTION 2. The sum of \$300,000.00 is hereby appropriated from the County Revenues Account No. 440-0000-463.10-00, C00202 to the Chapel Hill Road Project Account No. 440-8800-528.49-90, C00202.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.


PASSED this 20th day of March, 2006.

ATTEST:

  
City Clerk

  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
City Counselor

CERTIFICATION: I certify there are sufficient funds available in the County Revenues Account No. 440-0000-463.10-00, C00202 to cover the above appropriation.

  
Director of Finance

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

This agreement dated this 9<sup>th</sup> day of FEBRUARY, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Pierpont a municipal corporation, herein "City".

**WITNESSETH:**

**WHEREAS**, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

**WHEREAS**, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

**WHEREAS**, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

**WHEREAS**, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

**NOW THEREFORE IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Two thousand five hundred dollars (\$2500) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-



2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
  - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
  - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
  - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.


IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:   
Keith Schmarre, Presiding Commissioner  
Boone County Commission

City of Pierpont

By:   
Chm. Trustees  
Mayor, City of Pierpont

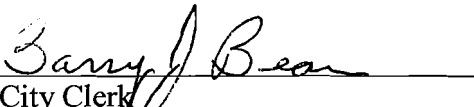
Date: 2/10/06

Date: 2-20-06

ATTEST:

  
County Clerk

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
John Patton, County Counselor

APPROVED AS TO FORM:

City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

  
Auditor <sub>by eg</sub>

Date: 2/3/2006  
2049-71450

JUN 27 2005

### Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSR) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity Pierpont

~~City/County~~ Proposed Project for 2006 Village - Road Maintenance & SNOW REMOVAL

Total Estimated Cost of 2006 Project 2500<sup>00</sup>

Amount of Revenue Sharing Money Needed to Complete 2006 Project \_\_\_\_\_

Explanation for the request and resulting improvement \_\_\_\_\_

Other Funding Sources Available NONE AT THIS TIME.

**List or Attach 5 Year Long Range Plan and Estimated Financial Need:**

Year 1	\$ <u>2,500<sup>00</sup></u>	Status _____
Year 2	\$ <u>2,500<sup>00</sup></u>	Status _____
Year 3	\$ <u>2,500<sup>00</sup></u>	Status _____
Year 4	\$ <u>2,500<sup>00</sup></u>	Status _____
Year 5	\$ <u>2,500<sup>00</sup></u>	Status _____

Contact Person, address, and phone: JUSTIN JOHN, 1901 E. Hwy 163  
449-2061 Columbia, Mo. 65201

Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by June 30, 2005.

Please DO NOT send or drop-off to any other office or location.

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

This agreement dated this 9<sup>th</sup> day of FEBRUARY, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of McBaine a municipal corporation, herein "City".

**WITNESSETH:**

**WHEREAS**, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

**WHEREAS**, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

**WHEREAS**, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

**WHEREAS**, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

**NOW THEREFORE IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Seven thousand dollars (\$7000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
  - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
  - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
  - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:



Keith Schnarre, Presiding Commissioner  
Boone County Commission

Date:

2/10/06

ATTEST:

  
County Clerk

APPROVED AS TO FORM:

  
John Patton, County Counselor

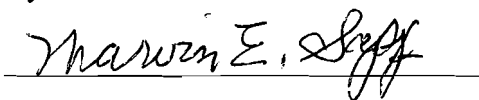
CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

  
Auditor *by cg*

City of McBaine

By:



Mayor, City of McBaine

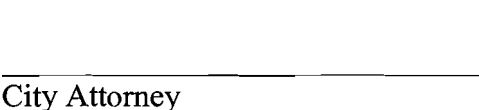
Date:

2/20/06

ATTEST:

  
City Clerk

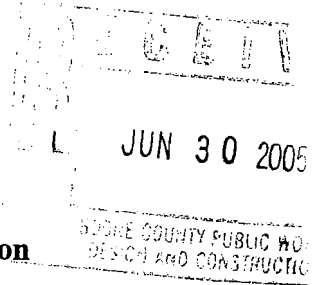
APPROVED AS TO FORM:

  
City Attorney

Date:

2/3/2006

2049-71450



**Boone County Revenue Sharing Application**

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSR) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity McBaine, MO

City/County Proposed Project for 2006 asphalt for Main St.

Total Estimated Cost of 2006 Project 14,000.00

Amount of Revenue Sharing Money Needed to Complete 2006 Project 14,000.00

Explanation for the request and resulting improvement Dust Control, and better road for school Bus & Public

Other Funding Sources Available none

**List or Attach 5 Year Long Range Plan and Estimated Financial Need:**

Year 1	<u>Main Street</u>	\$ <u>14,000.</u>	Status <u>_____</u>
Year 2	<u>Stone Street</u>	\$ <u>8,000</u>	Status <u>_____</u>
Year 3	<u>Maintenace</u>	\$ <u>6,000</u>	Status <u>_____</u>
Year 4	<u>Maintenace</u>	\$ <u>6,000</u>	Status <u>_____</u>
Year 5	<u>Maintenace</u>	\$ <u>6,000</u>	Status <u>_____</u>

Contact Person, address, and phone: Lucille Coleman Phone 445-7442  
6415 So Allen St. Columbia, Mo 65203

Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by June 30, 2005.

Please DO NOT send or drop-off to any other office or location.

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

This agreement dated this 9<sup>th</sup> day of FEBRUARY, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Centralia Special Road District a municipal corporation, herein "City".

**WITNESSETH:**

**WHEREAS**, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

**WHEREAS**, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

**WHEREAS**, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

**WHEREAS**, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

**NOW THEREFORE IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Eighty thousand dollars (\$80000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-



2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
  - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
  - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
  - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.



JUN 20 2005

### Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSR) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity Centralia Special Road District

City/County Proposed Project for 2006 Pave .35 mi. E Union Church; Overlay 1.25 mi Sa  
Lynn and 1 mile Ball Rd

Total Estimated Cost of 2006 Project \$160,000 subject to cost of asphalt

Amount of Revenue Sharing Money Needed to Complete 2006 Project \$160,000

Explanation for the request and resulting improvement Heavy traffic on Union Church makes  
maintenance difficult and dust a problem. San Lynn & Ball Rd are blade  
mix and need overlay  
Other Funding Sources Available Fund Balance, Centralia Special Rd District

#### List or Attach 5 Year Long Range Plan and Estimated Financial Need:

Year 1	<u>E Union Church, Ball</u>	<u>\$ 160,000</u>	Status	<u>E Union Ch gravel, Ball &amp; San Lynn blade mix</u>
Year 2	<u>1 mile Old 124 &amp; 1.3</u>	<u>\$ 155,000</u>	Status	<u>paved, need overlay</u>
Year 3	<u>miles N Jefferson Stowers &amp; Walnut .2</u>	<u>\$ 160,000</u>	Status	<u>Stowers &amp; Walnut gravel, rest needs overlay</u>
Year 4	<u>.25 mi East San Lynn</u>	<u>\$ 160,000</u>	Status	<u>E San Lynn gravel, rest needs overlay</u>
Year 5	<u>Overlay Jay Jay</u>	<u>\$ 180,000</u>	Status	<u>will need overlay</u>

Contact Person, address, and phone: Don Bowman, Centralia Special Road District

431 N Fullenwider, Centralia, MO 65240 Phone # 573-682-2864

Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by June 30, 2005.

Please DO NOT send or drop-off to any other office or location.

Good judgement comes from experience...  
experience comes from poor judgement.

Kerry - enclosed is  
contract for Ed. Diet.

For our conversation,  
we have no attorney

on retainer, therefore no  
signature. Thanks

Christine 891-2689 / Rick  
© 1970 ABC, INC.

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

This agreement dated this 9<sup>th</sup> day of FEBRUARY, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Hallsville a municipal corporation, herein "City".

**WITNESSETH:**

**WHEREAS**, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

**WHEREAS**, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

**WHEREAS**, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

**WHEREAS**, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

**NOW THEREFORE IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Sixty five thousand dollars (\$65000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

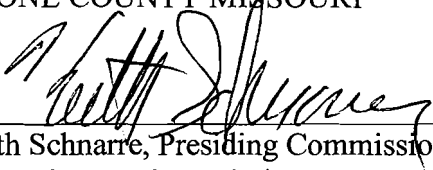
2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
  - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
  - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
  - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

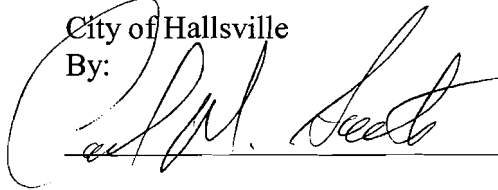
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:   
Keith Schnarre, Presiding Commissioner  
Boone County Commission

City of Hallsville

By:   
Mayor, City of Hallsville

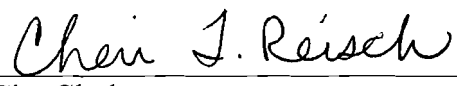
Date: 2/10/06

Date: 2-27-06

ATTEST:

  
County Clerk

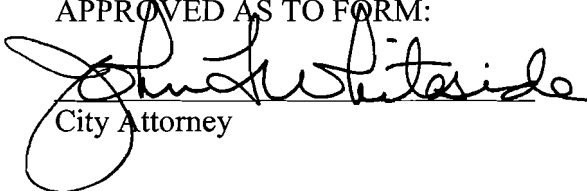
ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
John Patton, County Counselor

APPROVED AS TO FORM:

  
City Attorney

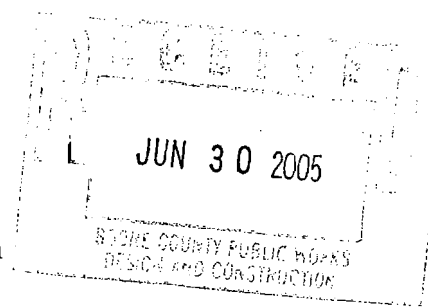
CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

  
Auditor *by cg*

Date: 2/3/2006

2049-71450



### Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSRD) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity City of Hallsville

City/County Proposed Project for 2006 Replace Deteriorated Culverts Throughout City.

Total Estimated Cost of 2006 Project \$130,000

Amount of Revenue Sharing Money Needed to Complete 2006 Project \$130,000

Explanation for the request and resulting improvement Replace at least 10 drainage culverts under City streets that are rusting through and collapsing.

Other Funding Sources Available City Street Repair Funds.

**List or Attach 5 Year Long Range Plan and Estimated Financial Need:**

Year 1	<u>Rt.U/Ricketts Road</u>	<u>\$</u>	<u>Status will use 2001 Road Funds</u>
Year 2	<u>Meadow Lane Connecto</u>	<u>\$ \$60,000</u>	<u>Status pending (2005 Road Funds)</u>
Year 3	<u>Various Repairs</u>	<u>\$ 25,000</u>	<u>Status in progress (2002 Funds)</u>
Year 4	<u>Overlay Streets</u>	<u>\$ unknown</u>	<u>Status future plans</u>
Year 5	<u>Curb &amp; Gutter</u>	<u>\$ unknown</u>	<u>Status future plans</u>

Contact Person, address, and phone: Cheri T. Reisch, City Clerk Box 170, Hallsville, MO 65255 573/696-3885

Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by June 30, 2005.

Please DO NOT send or drop-off to any other office or location.



**BOONE COUNTY ROAD IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

This agreement dated this 9<sup>th</sup> day of FEBRUARY, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Sturgeon a municipal corporation, herein "City".

**WITNESSETH:**

**WHEREAS**, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

**WHEREAS**, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

**WHEREAS**, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

**WHEREAS**, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

**NOW THEREFORE IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Twenty eight thousand one hundred seventy seven dollars (\$28177) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
  - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
  - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
  - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.


IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:   
Keith Schmarre, Presiding Commissioner  
Boone County Commission

City of Sturgeon

By:   
Mayor, City of Sturgeon

Date: 2/10/06

Date: 3/2/06

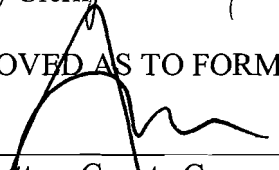
ATTEST:

  
County Clerk

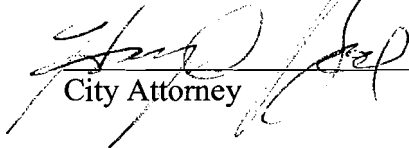
ATTEST:

  
City Clerk

APPROVED AS TO FORM:


  
John Patton, County Counselor

APPROVED AS TO FORM:

  
City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

  
Auditor *by cy*

Date: 2/3/2006  
2049-71450

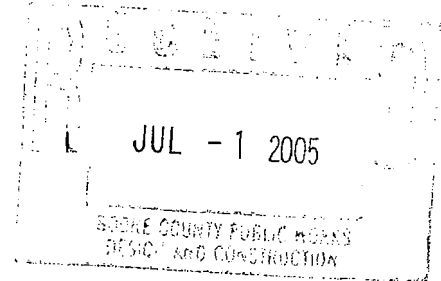
## Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSR) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity: Boone - Sturgeon

### City/County Proposed Project for 2006:

- 1) Seal & Chip ~ Over 33 blocks ~ \$20,977.00
- 2) Replace 3 Culverts ~ \$18,650.00
- 3) Asphalt the gravel road to the Arena ~ \$8,555.00
- 4) Asphalt the gravel drives at Mt. Horeb Cemetery ~ \$20,500.00
- 5) Install a NEW sidewalk beginning at the N. Corner of Francis St., North along Fairgrounds to the Southern Drive at the High School; roughly 1300 feet. ~ \$20,000.00



Total Estimated Cost of 2006 Project: \$88,682.00

Amount of Revenue Sharing Money needed to Complete 2006 Project: \$68,482.00

### Explanation for the request and resulting improvement:

- 1) Seal & Chip will continue to improve/maintain road surface
- 2) Replace culverts
- 3) Asphalt will overall improve the road surface as there are large trucks, tractors and trailers that use this road for horse shows, tractor pulls, derbies...
- 4) Asphalt will provide a better road surface for the cemetery
- 5) A new sidewalk will provide pedestrians of all ages a safer walking route along Fairgrounds to the High School as currently there aren't any shoulders along either side of fairgrounds.

Other Funding Sources Available City Funds - \$20,000.00

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### List or Attach 5 Year Long Range Plan and Estimated Financial Need:

Year	Year	Description	Amount	Status	Notes
Year 1	2006	Streets & Culverts	<u>\$ 88,682.00</u>	Status	<u>Quotes</u>
Year 2	2007	Street & Culverts	<u>\$ 65,000.00</u>	Status	<u>Estimates</u>
Year 3	2008	Street & Culverts	<u>\$ 80,000.00</u>	Status	<u>Estimates</u>
Year 4	2009	Street & Culverts	<u>\$ 80,000.00</u>	Status	<u>Estimates</u>
Year 5	2010	Street & Culverts	<u>\$ 80,000.00</u>	Status	<u>Estimates</u>

Contact Person, address and phone: Mayor Alicia Walker or Gary Lear ~ City of Sturgeon  
P.O. Box 387, Sturgeon, MO 65284. (573) 687-3321

Please return to the Boone County Public Works Department –Design and Construction Division, 5551 Highway 63 South, Columbia, MO 65201 by June 30, 2005.  
Please DO NOT send or drop-off to any other office or location.

FEB 28 2006

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

This agreement dated this 9<sup>th</sup> day of FEBRUARY, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Huntsdale a municipal corporation, herein "City".

**WITNESSETH:**

**WHEREAS**, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

**WHEREAS**, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

**WHEREAS**, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

**WHEREAS**, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

**NOW THEREFORE IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Ten thousand dollars (\$10000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
  - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
  - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
  - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:

*Keith Schnarre*  
\_\_\_\_\_

Keith Schnarre, Presiding Commissioner  
Boone County Commission

Date:

2/10/06

ATTEST:

*Wendy D. Noren*  
\_\_\_\_\_

County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Patton, County Counselor

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

2049-71450

Auditor

*June E. Pitchford*  
\_\_\_\_\_

City of Huntsdale

By:

*Debby Lancaster*  
\_\_\_\_\_

Mayor, City of Huntsdale

Date:

2/18/06

ATTEST:

*Kathy M. Lee*  
\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date:

2/23/2006

**Boone County Revenue Sharing Application**

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSR D) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity Village of Huntsdale

City/County Proposed Project for 2006 Continued Drainage work and additional culverts

Total Estimated Cost of 2006 Project \$10,000.00

Amount of Revenue Sharing Money Needed to Complete 2006 Project \$10,000.00

Explanation for the request and resulting improvement Re-grading the current roadside ditches and installing new cluverts. Completing the project from the following year.

Other Funding Sources Available None at this time.

**List or Attach 5 Year Long Range Plan and Estimated Financial Need:**

Year 1	<u>2006</u>	<u>\$ 10,000.00</u>	Status <u>_____</u>
Year 2	<u>2007</u>	<u>\$ 7,000.00</u>	Status <u>_____</u>
Year 3	<u>2008</u>	<u>\$ 7,000.00</u>	Status <u>_____</u>
Year 4	<u>2009</u>	<u>\$ 7,000.00</u>	Status <u>_____</u>
Year 5	<u>2010</u>	<u>\$ 7,000.00</u>	Status <u>_____</u>

Contact Person, address, and phone: Debby Lancaster  
8805 W. Sarr St.  
Columbia, MO 65203 573-445-4155  
573-447-5095

Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 43 South, Columbia, Missouri 65201 by June 30, 2005.

Please DO NOT send or drop-off to any other office or location.



FEB 24 2006

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

This agreement dated this 9<sup>th</sup> day of FEBRUARY, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Harrisburg a municipal corporation, herein "City".

**WITNESSETH:**

**WHEREAS**, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

**WHEREAS**, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

**WHEREAS**, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

**WHEREAS**, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

**NOW THEREFORE IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Eighteen thousand dollars (\$18000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
  - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
  - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
  - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:



Keith Schnarre, Presiding Commissioner  
Boone County Commission

City of Harrisburg

By:

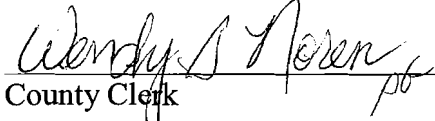


Mayor, City of Harrisburg

Date: 2/10/06

Date: 2-20-06

ATTEST:



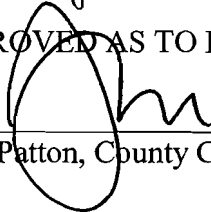
County Clerk

ATTEST:



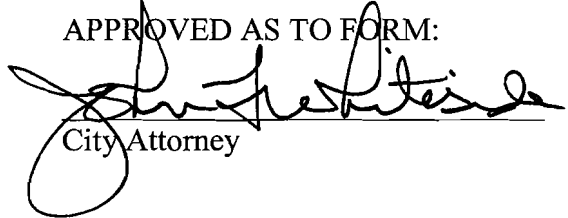
City Clerk

APPROVED AS TO FORM:



John Patton, County Counselor

APPROVED AS TO FORM:

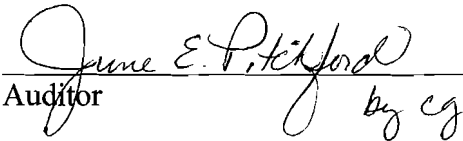


City Attorney

CERTIFICATION:

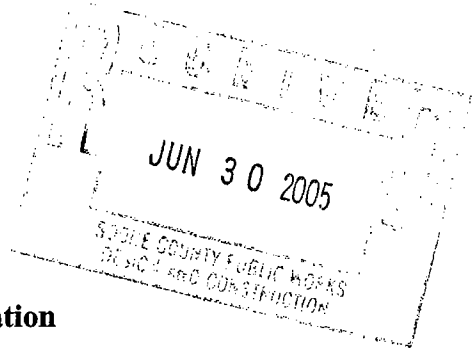
I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

2049-71450



Auditor

Date: 2/3/2006



### Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSR) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity Harrisburg  
City/County Proposed Project for 2006 DC Lane & Craigview  
Total Estimated Cost of 2006 Project \$ 69,900.00  
Amount of Revenue Sharing Money Needed to Complete 2006 Project ~~\$ 69,900~~ \$ 18,000

Explanation for the request and resulting improvement pave and curb & gutter gravel streets

Other Funding Sources Available we will have approximately \$51,950.00 left from previous years Rev. Sharing set aside for this project.

List or Attach 5 Year Long Range Plan and Estimated Financial Need:

Year 1	<u>repair existing blacktop + seal</u>	Status	<u>?</u>
Year 2	<u>pave Hughes Rd</u>	Status	<u>?</u>
Year 3	<u>pave Sterling-Brock Dr</u>	Status	<u>?</u>
Year 4	_____ \$ _____	Status	_____
Year 5	_____ \$ _____	Status	_____

Contact Person, address, and phone: Kathy Wilhite

Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by June 30, 2005.

Please DO NOT send or drop-off to any other office or location.

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

This agreement dated this 9<sup>th</sup> day of FEBRUARY, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Centralia a municipal corporation, herein "City".

**WITNESSETH:**

**WHEREAS**, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

**WHEREAS**, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

**WHEREAS**, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

**WHEREAS**, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

**NOW THEREFORE IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Eighty thousand dollars (\$80000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
  - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
  - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
  - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By: *Keith Schmarre*  
Keith Schmarre, Presiding Commissioner  
Boone County Commission

City of Centralia

By: *Scott R. Pannell*  
Mayor, City of Centralia

Date: 2/10/06

Date: 3/20/06

ATTEST:

*Wendy A. Norn*  
County Clerk

ATTEST:

*Barbara Chamberlain*  
ASSISTANT City Clerk II

APPROVED AS TO FORM:

*John Patton*  
John Patton, County Counselor

APPROVED AS TO FORM:

*Monitt M. Beck III*  
City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

*June E. Pitchford*  
Auditor *by eg*

Date: 2/3/2006

2049 - 71450

1 2 2 2005

## Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSRD) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity City of Centralia  
City/County Proposed Project for 2006 Randolph Street, Phase 2  
Total Estimated Cost of 2006 Project \$112,000  
Amount of Revenue Sharing Money Needed to Complete 2006 Project \$112,000

**Explanation for the request and resulting improvement** Construction of approximately 462 feet of concrete street, realigning Randolph Road to provide access to several commercial and industrial sites to Highway 22. This is the second of four probable phases.

**Other Funding Sources Available** The City has paid for engineering and design. The project will require the construction of utility lines and mains and installation of street lights. These expenses will be paid from the respective utility funds. Cost estimates are not yet available.

**List or Attach 5 Year Long Range Plan and Estimated Financial Need:** Attached in Narrative

Year 1	\$ _____	Status _____
Year 2	\$ _____	Status _____
Year 3	\$ _____	Status _____
Year 4	\$ _____	Status _____
Year 5	\$ _____	Status _____

Contact Person, address, and phone: Lynn P. Behrns, City Administrator, 114 S. Rollins, Centralia, MO 65240 (573) 682-2139

**Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by June 30, 2005.**

**Please DO NOT send or drop-off to any other office or location.**



**BOONE COUNTY ROAD IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

This agreement dated this 9<sup>th</sup> day of FEBRUARY, 2006 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Ashland a municipal corporation, herein "City".

**WITNESSETH:**

**WHEREAS**, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

**WHEREAS**, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

**WHEREAS**, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

**WHEREAS**, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

**NOW THEREFORE IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Sixty seven thousand five hundred dollars (\$67500) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
  - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
  - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
  - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

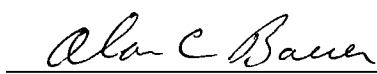
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:   
Keith Schmarre, Presiding Commissioner  
Boone County Commission

City of Ashland

By:   
Mayor, City of Ashland

Date: 2/10/06

Date: 3-01-06

ATTEST:

  
County Clerk

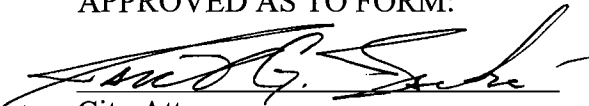
ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
John Patton, County Counselor

APPROVED AS TO FORM:

  
City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

  
Auditor *by cg*

Date: 2/3/2006  
2049-71450

## Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSRD) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity City of Ashland

City/County Proposed Project for 2006 Henry Clay/Liberty Lane Intersection Improvements

Total Estimated Cost of 2006 Project \$90,000.00

Amount of Revenue Sharing Money Needed to Complete 2006 Project \$67,500.00

Explanation for the request and resulting improvement Improved and safer traffic and bus movements. Repair of degraded road surfaces and extend life of existing good surfaces.

Other Funding Sources Available City Capital Improvement Fund

**List or Attach 5 Year Long Range Plan and Estimated Financial Need:**

Year 1	<u>S. Henry Clay Overlay</u>	<u>\$ 150,000.00</u>	Status <u>Design</u>
Year 2	<u>Angel Lane partial Reconstruction</u>	<u>\$ 100,000.00</u>	Status <u>Design</u>
Year 3	<u>Broadway Improvements</u>	<u>\$ 100,000.00</u>	Status <u>Design</u>
Year 4	<u>Eastside Drive Phase II</u>	<u>\$ 210,000.00</u>	Status <u>Final Design / construction</u>
Year 5	<u>Eastside Drive Phase IV</u>	<u>\$225,000.00</u>	Status <u>Final Design /construction</u>

Contact Person, address, and phone: Ken Eftink, City Administrator, P.O. Box 135,  
Ashland, MO 65010 phone # 573-657-2091

**Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by June 30, 2005.**

**Please DO NOT send or drop-off to any other office or location.**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 9<sup>th</sup> day of February 20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the following 2006 General Consultant Services Agreements:

- Allstate Consultants
- Barr Engineering Company
- Bucher, Willis & Ratliff Corp.
- A Civil Group
- CM Engineering
- Engineering Surveys and Services, LLC
- Olsson Associates
- Poepping, Stone, Bach & Associates, Inc.
- Shafer, Kline & Warren
- Trabue, Hansen & Hinshaw, Inc.
- Project Solutions
- Mitzel & Associates
- Terracon, Inc.
- Malicoat-Winslow Engineers, P.C.

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

Done this 9<sup>th</sup> day of February, 2006.

absent  
Keith Schnarre  
Presiding Commissioner

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

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9<sup>th</sup> day of FEBRUARY 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Project Solutions (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## SCHEDULE OF SERVICES AND FEES

*Project Solutions Engineering, Inc.*

*January 1, 2006*

PRINCIPALS	<i>Per Hour</i>	\$ 125.00
ENGINEERING		
Engineer - 6		\$ 110.00
Engineer - 5		\$ 100.00
Engineer - 4		\$ 90.00
Engineer - 3		\$ 80.00
Engineer - 2		\$ 70.00
Engineer - 1		\$ 60.00
TECHNICAL SUPPORT		
Technical Support - 5		\$ 75.00
Technical Support - 4		\$ 65.00
Technical Support - 3		\$ 60.00
Technical Support - 2		\$ 50.00
Technical Support - 1		\$ 45.00
CAD/Drafting Service - 1		\$ 40.00
Clerical		\$ 40.00

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### REIMBURSABLE EXPENSES

Mileage @ 44.5 cents/mile	Cost
Travel & Lodging	Cost x 1.1
Printing & Reproducibles	Cost x 1.1
Telephone & Facsimiles	Cost x 1.1
Miscellaneous Materials	Cost x 1.1
Testing Services	Cost x 1.15
Consultant Services	Cost x 1.15
All other project related expenses	Cost x 1.1

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

**PROJECT SOLUTIONS**

By Gary Morgan

Title President

Dated: 1/06/06

**BOONE COUNTY, MISSOURI**

By Keith Schnarre  
Keith Schnarre, Presiding Commissioner

Dated: 2/10/06

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

Wendy S. [Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Public Works

**CERTIFICATION:**

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

June E. [Signature] 2/3/2006  
Auditor by [Signature] Date  
no encumbrance required

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9<sup>th</sup> day of FEBRUARY 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Mitzel and ~~Sevogy~~ **ASSOCIATES** (herein "Consultant").

*DM*  
*1/10/06*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

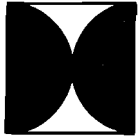


10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized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

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

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

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



**mitzel + associates** ARCHITECTS INC.

23 SOUTH 4TH STREET • COLUMBIA, MISSOURI 65201 • TEL (573) 449-0951 •

DONALD C. MITZEL A.I.A. •

**Prime A/E Firm: MITZEL + ASSOCIATES, INC.**

**2006 HOURLY RATES**

<u>Discipline</u>	<u>Hourly Rates</u>
Principal	\$105.00
Project Manager	\$ 95.00
Architect	\$ 90.00
Architect, Jr.	\$ 75.00
Civil Engineer	\$ 95.00
Electrical Engineer	\$ 95.00
Electrical Engineer, Jr.	\$ 75.00
Mechanical Engineer	\$ 95.00
Mechanical Engineer, Jr.	\$ 75.00
Structural Engineer	\$ 95.00
Structural Engineer, Jr.	\$ 75.00
Draftsperson-CADD	\$ 55.00
Cost Estimator	\$ 95.00
Specification Writer	\$ 95.00
Construction Inspector	\$ 85.00
Roofing Consultant	\$ 85.00
Clerk/Typist	\$ 65.00

**FAX NO. (573) 449-0921**

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

~~MITZEL AND SCROGGS~~ <sup>ASSOCIATES</sup>  
By *David Williams*

Title PRESIDENT

Dated: 1-6-06

BOONE COUNTY, MISSOURI  
By *Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

Dated: 2/10/06

APPROVED AS TO FORM:  
*[Signature]*  
County Attorney

ATTEST:  
*Wendy S. Noren*  
County Clerk

APPROVED:  
*David Williams*  
Director, Boone County Public Works

CERTIFICATION:  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
*Jan E. Stachord* 2/3/2006  
Auditor *by JES* Date  
*No encumbrance required*

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 11<sup>th</sup> day of JANUARY, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terracon (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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# Terracon

## 2006

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

#### I. PERSONNEL

Clerical .....	\$40.00/hour
Draftsman/Cad Operator .....	55.00/hour
Services of Technician .....	43.00/hour
Services of AWS Certified Welding Inspector.....	65.00/hour
Services of Field Engineer, Environmental Professional, or Geologist.....	75.00/hour
Services of Project Engineer, Environmental Professional, or Geologist.....	90.00/hour
Services of Senior Project Engineer (Registered), Environmental Professional, or Geologist.....	98.00/hour
Services of Principal .....	105.00/hour
Services of Senior Principal.....	115.00/hour

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

NOTE: Field services provided after 6:00 PM and prior to 6:00 AM subject to surcharge rates.  
Deposition or court testimony at 1.5 times regular rate - minimum of \$140.00/hour

#### II. EXPENSES AND SUPPLIES

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

#### III. DRILLING

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

#### Auger Drill Rig

Auger drilling without sampling .....	9.00/foot
For disturbed grab-samples obtained from augers	
0 - 40 pulling augers .....	30.00/sample
40 - 80 pulling augers .....	40.00/sample
Soil sampling using either split-barrel or Shelby tube sampler at 5-foot intervals in soil.	
<u>Depth-Feet</u>	
0 - 20 .....	12.50/foot
20 - 40 .....	13.75/foot
40 - 60 .....	15.75/foot
60 - 80 .....	19.00/foot
80 - 100.....	21.50/foot
Additional charge for drilling in weathered shale .....	6.50/foot
Additional charge for Hollow Stem Augers (if required)	
0 - 40 .....	4.00/foot
40 - 80 .....	5.00/foot

#### Rotary Drill Rig

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

#### Depth-Feet

0 - 20 .....	\$13.75/foot
20 - 40 .....	15.75/foot
40 - 80 .....	19.00/foot
(harder than Qu=5 TSF or 50 blows/ft.) .....	23.00/foot

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

**IV. GEOPROBE SYSTEM**

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

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

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

#### VI. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included)

##### Development, Sampling and Test Equipment

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

##### Monitoring Equipment

Toxic Gas Detector (Single Gas) .....	\$40.00/day
Oxygen/Combustible Gas Indicator .....	60.00/day
Hydrocarbon/Water Interface Probe .....	40.00/day
Photoionization Detector.....	110.00/day
Ion Selective Meter .....	60.00/day
Metal/Cable Detector .....	50.00/day
Air Velocity Indicator (Anemometer) .....	45.00/day
Air Sampling Pump, Personal.....	35.00/day
Air Sample Pump, Detector Tube .....	15.00/day
Sound Level Meter.....	55.00/day
Noise Dosimeter .....	45.00/day
Microorganism Sampler/Pump .....	85.00/day
Carbon Monoxide Monitor (Single Gas) .....	45.00/day

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

## VII. SOIL LABORATORY TESTING

### Identification

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

### Consolidation

Consolidation Test on 2-1/2 inch diameter Specimen	
Regular increasing Load Increment to 16 tsf .....	\$395.00/test
Test with Pressure-Void Ratio Curve (C.O.E. Method) .....	525.00/test
Plotted Time Curves .....	70.00/each
Each additional Unloaded-Reload Cycle .....	115.00/cycle
Swell Test single pressure .....	120.00/test
Additional pressures .....	50.00/each
Absorption/Pressure Swell Test (ASTM STP 479) .....	250.00/test

**Shear Strength**

**Unconfined Compression**

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

**Triaxial Compression**

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

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

Consolidated Undrained Test includes pore pressure measurements.

Consolidated Drained Test includes volume change measurement.

**Compaction and Density**

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

**Permeability**

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

**Chemical Tests**

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

**VIII. HEAVY WEIGHT DEFLECTOMETER - PAVEMENT EVALUATION**

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

**IX. ROOFING**

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

**X. METALS**

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

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

**XI. AGGREGATES**

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

**XII. ASPHALT**

Extraction (ASTM D 2172) (includes gradation) .....	\$140.00/each
Extraction only .....	90.00/each
Asphalt Cement by Ignition (including gradation) .....	130.00/day
Marshall Density Specimens (ASTM 2726) (already mixed) .....	35.00/each
Set of 3 samples .....	90.00/set
Marshall Stability Flow and Density Specimens (ASTM D 1559) (already mixed) .....	45.00/each
Set of 3 samples .....	120.00/set
Core Density (field cut) .....	25.00/each
Asphalt Design Mix Review (Marshall Method) .....	300.00/design
Three Point Marshall Curve (including laboratory	
mixed asphalt with 9 stability, flow and density tests) .....	690.00/set
Additional Point .....	175.00
Hveem Stability and Density (ASTM D 1560) (already mixed) (Set of 3 samples) .....	130.00/set
Super Pave Molded Density Specimens (Set of 3 samples) .....	175.00/set
Penetration and Specific Gravity (ASTM D 5) .....	75.00/each
In-place Asphalt Density with nuclear testing unit (equipment only) .....	40.00/day
Bitumen Softening Point .....	57.50/each
Asphalt Coring - person .....	55.00/hour
1) Core Drilling Machine .....	70.00/day
2) Generator .....	50.00/day
Strength Retention Test .....	500.00/test
Theoretical Maximum Specific Gravity (ASTM D 2041) .....	100.00/test
Abson recovery .....	650.00/test

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

**XIII. CONCRETE AND MASONRY**

Concrete or Mortar Mix Verification .....	\$275.00/each
Laboratory Concrete Trial Batch (with cylinders).....	500.00/minimum
Laboratory Concrete Trial Bath (with beams).....	750.00/minimum
Initial setting time (ASTM C 403) (already mixed).....	250.00/each
Compressive Strength of Cylinder (ASTM C 39).....	14.00/each*
Special capping for irregular surface (contractor made).....	10.00/each
Trimming for capping (diamond saw, if required) .....	15.00/cut
Strip and cured test cylinders, not tested .....	14.00/each
<i>*This includes one copy of report sent to three locations.</i>	
Flexural Strength of Concrete Beam .....	60.00/each
(Cleaning charges in addition where applicable)	
Splitting Tensile Test (6" Cylinders).....	40.00/each
Concrete coring - technician.....	55.00/hour
a. Core drilling machine .....	70.00/day
b. Generator.....	50.00/day
c. Diamond bit wear per inch depth (1" steel = 12" concrete)	
3-5 inch diameter core .....	4.00/inch
5-7 inch diameter core .....	5.00/inch
Concrete core density, measurement and strength.....	45.00/core
Trimming (diamond saw) .....	10.00/cut
Compressive Strength and Dimensions of Masonry	
Block Units ASTM C 140 (minimum of 3)	
Depending on size and quantity .....	45.00 to 85.00/each
Net Area, Absorption, Specific Gravity and Moisture	
Content of Masonry Block (ASTM C 140) .....	75.00/block
Lineal Drying Shrinkage of Masonry Block (ASTM C 426) .....	275.00/each
Compressive Strength of Masonry Block Prism (Hollow).....	150.00/each
Compressive Strength of Masonry Block Prism (filled with grout) .....	On Request
Compressive Strength of 3x6 inch Grout Prism (NC MA - TEK 234) .....	30.00/each
Compressive Strength of 2 inch Mortar Cube or	
3 inch diameter cylinder.....	30.00/each
Laboratory Mortar, Trial Batch (does not include testing cubes).....	350.00/each
Mortar Flow Test (ASTM C 270) .....	65.00/test
Mortar Water Retention Test (ASTM C 270).....	220.00/test
Air Content of Mortar in the Laboratory (Chace Meter) .....	44.00/test
Efflorescence Test.....	150.00/each
Each additional concurrently tested material.....	100.00/each
Chloride ion content of concrete	
(submitted sample prepared through #50 sieve)	
James Meter .....	60.00/each
AASHTO Titration .....	60.00/each
Rapid chloride permeability of concrete - 4 inch diameter sample,	
includes sawing to length but no special curing.....	225.00/each
Rapid cure by boiling procedure.....	100.00/each

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

TERRACON

By Eric A. Orndorff

Title ASSOCIATED PRINCIPAL

Dated: 1-11-06

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED:

[Signature]  
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]  
Keith Schnarre, Presiding Commissioner

Dated: 2/10/06

ATTEST:

[Signature]  
County Clerk

CERTIFICATION:

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

[Signature] 2/3/2006  
Auditor by [Signature] Date  
No encumbrance required



## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9<sup>th</sup> day of FEBRUARY, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and A Civil Group (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

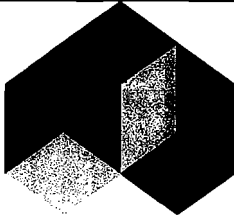
9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission.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

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

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

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

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



# A CIVIL GROUP

CIVIL ENGINEERING • PLANNING • SURVEYING

## SUMMARY OF CHARGES January 4, 2006

ENGINEERING	\$80.00-95.00/HOUR
SURVEYING	\$50.00-95.00/HOUR
DESIGN TECHNICIAN	\$60.00-75.00/HOUR
2 MAN FIELD CREW	\$95.00/HOUR
3 MAN FIELD CREW	\$115.00/HOUR
RESEARCH	\$60.00-95.00/HOUR
DELIVERIES	\$45.00/HOUR
OUTSIDE COPIES	ACTUAL EXPENSE

### OFFICE COPIES

LARGE COPIES	\$2.00-3.00/EACH
REGULAR COPIES	\$0.50/EACH

1010 FAY STREET  
COLUMBIA MO 65201  
PHONE: 573-817-5750 FAX: 573-817-1677

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

**A CIVIL GROUP**

By Jay Gebhardt

Title CHIEF OPERATING MEMBER

Dated: 1/24/06

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED:

[Signature] 1/31/06  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By [Signature]  
Keith Schnarre, Presiding Commissioner

Dated: 2/10/06

ATTEST:

[Signature]  
County Clerk

**CERTIFICATION:**

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

[Signature] 2/3/2006  
Auditor Date

No encumbrance required

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9<sup>th</sup> day of FEBRUARY, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Allstate Consultants (herein "Consultant").

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# RATE SCHEDULE

REVISED: January 1, 2006

<u>ITEM</u>	<u>HOURLY RATE</u>
PRINCIPAL ENGINEER/SURVEYOR III.....	\$105.00
ENGINEER III.....	\$98.00
ENGINEER II.....	\$88.00
ENGINEER I.....	\$78.00
TECHNICIAN IV/SURVEYOR II.....	\$78.00
TECHNICIAN III.....	\$65.00
SURVEYOR I.....	\$65.00
TECHNICIAN II.....	\$55.00
TECHNICIAN I.....	\$40.00
CREW (2 MEN).....	\$105.00
CREW (3 MEN).....	\$115.00
INVESTIGATOR II.....	\$88.00
SENIOR INVESTIGATOR.....	\$53.00
INVESTIGATOR I.....	\$48.00
GPS RECEIVERS (PER UNIT).....	\$100.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$25.00/day
MILEAGE.....	IRS Rate
ATV (PER UNIT).....	\$100.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

## A L L S T A T E C O N S U L T A N T S , P . C .

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

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

### **SUBSURFACE EXPLORATION**

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

### **LABORATORY TESTING SERVICES**

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

## **A L L S T A T E C O N S U L T A N T S , P . C .**

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

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

ALLSTATE CONSULTANTS

By [Signature]

Title PRESIDENT

Dated: 1/03/06

BOONE COUNTY, MISSOURI

By [Signature]

Keith Schnarre, Presiding Commissioner

Dated: 2/10/06

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature] 11/31/06  
Director, Boone County Public Works

**CERTIFICATION:**

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

[Signature] 2/3/06  
Auditor [Signature] Date  
no encumbrance required

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 9<sup>th</sup> day of FEBRUARY, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Olsson Associates (herein "Consultant").

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

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

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



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

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

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

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

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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.

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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.

## Olsson Associates' 2006 Billing Rate Schedule

<i>Classification</i>	<i>Hourly Rate</i>
<b>Engineers:</b>	
Regional Manager	190.00
Team Managers/Leaders	168.00
Group Leaders	140.00
Senior Engineer	153.00
Senior Project Engineer	133.00
Project Engineer	116.00
Associate Engineer	95.00
Assistant Engineer	79.00
Student Engineering Position	48.00
<b>Environmental Scientists:</b>	
Senior Environmental Scientist	118.00
Senior Project Environmental Scientist	103.00
Project Environmental Scientist	89.00
Associate Environmental Scientist	73.00
Assistant Environmental Scientist	62.00
<b>Landscape Architects:</b>	
Senior Landscape Architect	123.00
Senior Project Landscape Architect	106.00
Senior Project Planner	101.00
Project Landscape Architect	92.00
Associate Landscape Architect	71.00
Assistant Landscape Architect	56.00
<b>Construction Services:</b>	
Senior Construction Services	133.00
Senior Project Construction Services	116.00
Project Construction Services	101.00
Associate Construction Services	86.00
Assistant Construction Services	73.00
<b>Technical Positions:</b>	
Technical Managers	104.00
Design Associates	89.00
Design Technician	74.00
Senior Technicians	68.00
Associate Technicians	56.00
Assistant Technicians	48.00



*Statement of Qualifications  
To Provide Professional Consulting Services  
January 2006*

**Surveyors:**

Senior Surveyor	94.00
Surveyor	80.00
Associate Surveyor	59.00
Assistant Surveyor	47.00

**Administrative:**

Accounting Controller	121.00
Administrative Manager	87.00
Administrative Supervisor	77.00
Administrative Coordinator	65.00
Administrative Assistant	54.00
Communications Specialist	93.00
Client Services	86.00
Facilitation Specialist	114.00
Public Involvement Specialist	93.00
Public Involvement Coordinator	65.00
Graphic Designer	62.00
Secretarial	52.00
Office Assistant	34.00

**Computer Support:**

Network Systems Supervisor	90.00
Systems Analyst Coordinator	67.00
Programmer	76.00
Computer Systems Technician	47.00

NOTE: Right is reserved to make adjustments to classifications for special personnel. Rates will be adjusted to correspond.



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

**OLSSON ASSOCIATES**

By [Signature]

Title Vice President

Dated: 1/3/06

**BOONE COUNTY, MISSOURI**

By [Signature]

Keith Schnarre, Presiding Commissioner

Dated: 2/10/06

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature] 1/21/06  
Director, Boone County Public Works

**CERTIFICATION:**

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

[Signature] 2/3/2006  
Auditor by [Signature] Date  
no encumbrance required

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9<sup>th</sup> day of FEBRUARY 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CM Engineering (herein "Consultant").

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

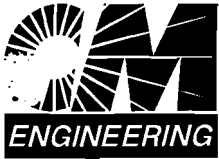
9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission.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

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

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

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

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



## **HOURLY FEES**

---

Principal Engineer.....	\$115.00/hour
Engineer .....	\$85.00/hour
Designer .....	\$65.00/hour
Drafter .....	\$50.00/hour
Clerical/Administrative .....	\$40.00/hour

Reimbursable Expenses are Billed at Cost plus 10%

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

CM ENGINEERING

By

*[Signature of Gary A. Fussell]*

Title

*Principal*

Dated:

*January 9, 2006*

BOONE COUNTY, MISSOURI

By

*[Signature of Keith Schnarre]*

Keith Schnarre, Presiding Commissioner

Dated:

*2/10/06*

APPROVED AS TO FORM:

County Attorney

APPROVED:

Director, Boone County Public Works

ATTEST:

County Clerk

CERTIFICATION:

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

*June E. Pichford* *2/3/2006*

Auditor *by [initials]* Date

*No encumbrance required*

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 6<sup>TH</sup> day of January, 2006, 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 Engineering Surveys and Services, LLC (herein "Consultant").

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

# Engineering Surveys and Services

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

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

Randall A. Lee, PE, RG  
Timothy J. O' Connor, PE  
Benjamin A. Ross, PE  
Clifford S. Jarvis, PE  
Chad M. Ferguson, PE, RG

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

## HOURLY FEE SCHEDULE January 1, 2006

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$100.00/hour
Registered Professional Engineer	\$ 85.00-90.00/hour
Registered Land Surveyor	\$ 80.00/hour
Registered Geologist	\$ 80.00/hour
Project Surveyor	\$ 70.00/hour
Engineer In Training	\$ 60.00-75.00/hour
Engineering Technician	\$ 38.00-48.00/hour
CAD Operator	\$ 42.00-50.00/hour
Secretary	\$ 40.00-45.00/hour
2 Man Field Crew	\$100.00-120.00/hour
3 Man Field Crew	\$120.00-150.00/hour
Computer	\$ 50.00/hour
EDM Equipment	\$100.00/day
Global Positioning System Equipment	\$200.00/day
Drill Rig	\$ 85.00-\$150.00/hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.45/mile

### NOTES

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

Other Offices  
Jefferson City, Missouri • Sedalia, Missouri

# Engineering Surveys and Services

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

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

Randall A. Lee, PE, RG  
Timothy J. O' Connor, PE  
Benjamin A. Ross, PE  
Clifford S. Jarvis, PE  
Chad M. Ferguson, PE, RG

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

January 1, 2006  
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## SCHEDULE OF LABORATORY TESTING FEES

### WASTEWATER AND WATER ANALYSIS

### UNIT PRICE

Biochemical Oxygen Demand (5-day BOD)	\$ 35.00
Chemical Oxygen Demand (COD)	32.00
Fecal Coliform Bacteria	26.00
Total Coliform Bacteria	54.00
Dissolved Oxygen (DO)	13.00
Hydrogen Sulfide	13.00
Total Solids (Residue/Matter)	13.00
Total Filterable (Dissolved)	13.00
Total Nonfilterable (Suspended)	13.00
Total Volatile	13.00
Settleable	13.00
pH	6.00
Acidity	11.00
Alkalinity	11.00
Bicarbonate Alkalinity	11.00
Carbonate Alkalinity	11.00
Phenolphthalein	11.00
Carbonate Hardness	18.00
Noncarbonate Hardness	19.00
Conductivity	8.00
Grease & Oil, infrared	34.00
Grease & Oil, Soxhlet	64.00
Turbidity	11.00
Specific Gravity	13.00
"NO DISCHARGE" NPDES Report	32.00
Sample Preparation, when required Two Hour Minimum	Hourly

**SCHEDULE OF LABORATORY TESTING FEES**

**ANALYSIS FOR ELEMENTS & METALS**

	<u>UNIT PRICE</u>		<u>UNIT PRICE</u>
Aluminum	\$ 15.00	Nickel (Ni)	\$ 15.00
Antimony (Sb)	28.00	Nitrogen (N)	
Arsenic (As)	29.00	Ammonia (NH4)	17.00
Barium (Ba)	15.00	Nitrate (NO3)	17.00
Beryllium (Be)	21.00	Nitrite (NO2)	17.00
Bismuth (Bi)	29.00	Kjeldahl	29.00
Boron (B)	21.00	Organic	29.00
Cadmium (Cd)	15.00	Phenols	55.00
Calcium (Ca)	15.00	Phosphate, Ortho	21.00
Carbon, Organic (TOC)	32.00	Phosphorous, Total	21.00
Chloride (Cl)	16.00	Potassium (K)	15.00
Chlorine, Demand	30.00		
Chlorine, Residual	17.00	Selenium (Se)	29.00
Chromium (Cr)	15.00	Silicon (Si)	17.00
Chromium, Hex. (Cr-VI)	18.00	Silver (Ag)	15.00
Cobalt (Co)	15.00	Sodium (Na)	15.00
Copper (Cu)	15.00	Sulfate (SO4)	16.00
Cyanide (Cn)	36.00	Sulfide (S)	16.00
Cyanide, ATC (Cn)	21.00	Sulfite (SO3)	16.00
Fluoride (F)	22.00	Thallium (Tl)	29.00
		Tin (Sn)	29.00
Iodine (I)	21.00	Titanium (Ti)	22.00
Iron (Fe)	15.00		
Lead (Pb)	15.00	Vanadium (V)	29.00
Lithium (Li)	29.00	Zinc (Zn)	15.00
Magnesium (Mg)	15.00	Sample preparation	
Manganese (Mn)	15.00	when required	Hourly
Mercury (Hg)	32.00		
Molybdenum (Mo)	15.00	Two Hour Minimum	

All metals shown are quoted per analysis for "dissolved" concentration using flame AA.

- Analysis for "total" metal concentration will be performed for an additional cost of \$10.00 per sample.

- Low level analysis by Graphite Furnace AA will be performed at a cost of \$35.00 per metal on each sample.

**SCHEDULE OF LABORATORY TESTING FEES**

<u>ORGANIC ANALYSIS</u>	<u>UNIT PRICE</u>
Pesticides	\$165.00
Herbicides	205.00
Polychlorinated Biphenyls (PCB)	
In Water	160.00
In Transformer Oil	160.00
In Tissue	160.00
In Sediment/Soil	160.00
Trihalomethanes	130.00
Total Organic Halides	75.00
Volatile Organic Compounds (VOC)	260.00
BTEX (Benzene, Toluene, Ethylbenzene, Xylene)	88.00
Total Petroleum Hydrocarbons - Diesel Range	160.00
Total Petroleum Hydrocarbons - Gasoline Range	90.00
 <u>HAZARDOUS WASTE ANALYSIS</u>	
Toxicity Characteristic Leaching Procedure (TCLP)	
Metals Extraction	175.00
ZHE Volatiles, Semivolatiles, Pesticides, Herbicides	340.00
Ignitability (Flashpoint)	55.00
Reactivity	65.00
Paint Filter Test	27.00
Sample Preparation when Required	Hourly
Two Hour Minimum	

**SCHEDULE OF LABORATORY TESTING FEES**

**CONCRETE**

**UNIT PRICE**

*Cylinder-compressive strength	13.00
Cylinder molds, each	1.00
Mix Design	By Quote
Slump, Air Content & Cylinders	Hourly
Core Drilling and Testing	By Quote
Special handling of cores or irregular size specimens	Hourly

**AGGREGATE**

Sieve Analysis, dry	45.00
Sieve Analysis, wet	65.00
Materials finer than #200 sieve by washing	40.00
Specific gravity & absorption	45.00
Unit weight	35.00
Organic impurities in fine aggregate (colorimetric)	22.00
Lightweight pieces (coal & lignite)	50.00
Clay lumps & Friable Particles	50.00
Chert content of coarse aggregate	35.00
Thin or Elongated Pieces in coarse aggregate	35.00
Soundness by Sodium or Magnesium Sulfate (5 cycle)	175.00
Freeze-Thaw	150.00
Los Angeles Abrasion of coarse aggregate	150.00

**ASPHALT**

Density and Stability (1 sample)	50.00
Density and Stability (3 samples)	72.00
Extraction Test for Oil	65.00
Sieve Analysis of Extracted Aggregates	55.00

**STRUCTURAL STEEL**

Magnetic Particle, Tensile Bolt, and Welded Stud Testing	Hourly
Ultra-Sonic Weld Testing Equipment	100.00 per day

Two Hour Minimum Charge.

\*Cylinder pickup included in Columbia and Jefferson City.



**SCHEDULE OF LABORATORY TESTING FEES**

<u>SOIL</u>	<u>UNIT PRICE</u>
Classification Tests:	
Moisture Content	\$8.00
Particle-Size Analysis, wet sieve	65.00
Particle-Size Analysis, hydrometer	65.00
Material finer than #200 sieve	35.00
Specific Gravity	45.00
Atterberg Limits (LL, PL & PI)	40.00
Shrinkage Limit	40.00
Dry Density of undisturbed sample	25.00
Shear Tests:	
Unconfined Compression (qu)	45.00
Triaxial (Q), multistage	185.00
Compressibility Tests:	
Consolidation	310.00
Swell	110.00
Compaction Tests:	
Standard Proctor	150.00
Modified Proctor	170.00
Field Density Testing-Sand Cone	Hourly
-Nuclear Meter	Hourly plus 10.00
California Bearing Ratio	110.00
Permeability	
-Flexible Wall Permeability	285.00
Drilling and Sampling:	
Equipment and Crew	By Quote
3" Diameter Shelby Tubes	14.00
Sample Jars	2.00
Sample Preparation, when required	Hourly
Two Hour Minimum Charge.	

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

ENGINEERING SURVEYS AND SERVICES, LLC BOONE COUNTY, MISSOURI  
By [Signature] By [Signature]  
Larry L. Hendren Keith Schnarre, Presiding Commissioner  
Title President

Dated: 1/6/06

Dated: 2/10/06

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature] 1/31/06  
Director, Boone County Public Works

CERTIFICATION:

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

[Signature] 2/3/2006  
Auditor by [Signature] Date  
No encumbrance required

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 9<sup>th</sup> day of FEBRUARY, 2006, 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 Bucher, Willis & Ratliff Corp. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BUCHER, WILLIS & RATLIFF CORPORATION**  
**HOURLY RATES**  
**THROUGH DECEMBER 31, 2006**

<u>Classification</u>	<u>Hourly Rate</u>
Principal .....	\$ 190.00
Senior Project Manager .....	\$ 160.00
Project Manager .....	\$ 140.00
Senior Engineer .....	\$ 125.00
Design Engineer IV .....	\$ 105.00
Design Engineer III .....	\$ 95.00
Design Engineer II .....	\$ 85.00
Design Engineer I .....	\$ 75.00
Senior Environmental Scientist .....	\$ 125.00
Environmental Scientist III .....	\$ 90.00
Environmental Scientist II .....	\$ 75.00
Environmental Scientist I .....	\$ 60.00
Environmental Planner .....	\$ 75.00
Senior Planner .....	\$ 115.00
Planner III .....	\$ 100.00
Planner II .....	\$ 90.00
Planner I .....	\$ 80.00
Planning Intern .....	\$ 60.00
Senior Architect .....	\$ 135.00
Architect III .....	\$ 120.00
Architect II .....	\$ 105.00
Architect I .....	\$ 90.00
Architectural Intern II .....	\$ 70.00
Architectural Intern I .....	\$ 60.00
Senior Leisure Planner .....	\$ 130.00
Senior Landscape Architect .....	\$ 135.00
Landscape Architect III .....	\$ 95.00
Landscape Architect II .....	\$ 70.00
Landscape Architect I .....	\$ 60.00
Senior Technician .....	\$ 95.00
Technician III .....	\$ 80.00
Technician II .....	\$ 70.00
Technician I .....	\$ 60.00
Technician Intern .....	\$ 50.00
Senior Registered Land Surveyor .....	\$ 150.00
Registered Land Surveyor .....	\$ 75.00
Two-Man Survey Crew .....	\$ 125.00
Survey Technician .....	\$ 60.00
Administrative Assistant .....	\$ 90.00
Word Processor .....	\$ 55.00
Nuclear Testing Gauge .....	\$ 60.00/Unit/Day
Materials Testing Lab .....	\$ 600.00/Day
Traffic Studies Equipment .....	\$ 15.00/Unit/Day
Mileage .....	Current IRS-Approved Mileage Rate
Survey Vehicle Mileage .....	Current IRS-Approved Mileage Rate + \$0.15



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

**BUCHER, WILLIS & RATLIFF CORP.**

By [Signature]

Title Exec. Vice-president

Dated: 1/11/06

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED:

[Signature] 1/31/06  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By [Signature]

Keith Schnarre, Presiding Commissioner

Dated: 2/10/06

ATTEST:

[Signature]  
County Clerk

**CERTIFICATION:**

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

[Signature] 2/3/2006  
Auditor [Signature] Date  
no encumbrance required

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9<sup>th</sup> day of FEBRUARY, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Barr Engineering Company (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Fee Schedule—2006

Rev. 01/01/06

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

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

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

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

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

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

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

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

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



## Special Computer Rate Schedule—2006

Companywide  
Rev. 01/01/06  
Sheet 1 of 1

<b>Description</b>	<b>Rate (dollars)</b>
<b>IBM - PC</b>	
A Software ..... (ArcCAD, Equis Chemistry, FastTABS, GeoBase, GMS, MLAEM, MT3D, MYGRT, Risk Assistant, SEEP, SIGMA, SLAEM, VEXCEL, WSPPO, XP-SWMM)	\$15/hour
B Software ..... (ACAD-LT, ALGOR, AQTESOLV, ArcView, Barr Air Emissions, DAMBRK, Decartes, FLAC, GiNT (boring Log), GTGS, HydroCAD, Hydrogeo Chem (piper & stiff plots), Inexpress, Lahey Compiler, LIMS, LogPlot (boring logs), ModelCAD, ModIME, PASCE-Plant CAD, SESOIL, SLOPE, SODA, STAAD, Stratgraphics, SURFER, Systat, TGRAF)	\$8/hour
D Software (Minneapolis) and F Software (Hibbing) ..... (ACAD, ACAD-LT, CAD Overlay, Eagle Point, MicroStation PC, Probelt, Siteworks)	\$6/hour
I Software ..... (PASCE-Plant Schema, PASCE-Plant View)	\$20/hour
J Software ..... (JK Simmet)	\$40/hour
T Software ..... (Digitizing and Video Equipment)	\$25/hour

General use software is not surcharged.





**Copy Production Rate Schedule—2006**

Companywide  
Rev. 01/01/06  
Sheet 1 of 1

**Description** **Rate**  
**(dollars)**

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**Reproduction**

Photo Copies (large format):	
All sizes .....	2.00
Xerox Copier:	
Bond (sq. ft.).....	0.35
Vellum (sq. ft.).....	0.60
Photocopies (8½ x 11, 11 x 17) .....	0.07
Fax.....	0.75
Color Copies .....	0.80
Plotter:	
Bond/Vellum.....	3.00/sq. ft.
Photo Grade.....	5.00/sq. ft.
Laser (11 x 17) .....	0.50
Xerox/Tektronix Color Printers, A- & B-size:	
All sizes .....	0.50
Overhead Transparency .....	1.00

**Binding (each)**

Dependent on size .....	2.00-10.00
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IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**BARR ENGINEERING COMPANY**

By Alan J. Fausberg

Title V.P.

Dated: 1-06-2006

**BOONE COUNTY, MISSOURI**

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 2/10/06

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

Wendy S. Noren  
County Clerk

APPROVED:

David [Signature] 1/31/06  
Director, Boone County Public Works

**CERTIFICATION:**

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

James E. Pitchford 2/3/2006  
Auditor bfj Date  
No encumbrance required

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9<sup>th</sup> day of FEBRUARY, 2006, 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 Trabue, Hansen & Hinshaw, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2006 RATE SCHEDULE (hourly rates)**

P1	Principal	\$140.00
E5	Engineer 5	\$125.00
E4	Engineer 4	\$110.00
E3	Engineer 3	\$95.00
E2	Engineer 2	\$85.00
E1	Engineer 1	\$70.00
PLS2	Professional Land Surveyor 2	\$88.00
PLS1	Professional Land Surveyor 1	\$70.00
T5	Technician 5	\$70.00
T4	Technician 4	\$60.00
T3	Technician 3	\$50.00
T2	Technician 2	\$43.00
T1	Technician 1	\$36.00
C1	Administrative	\$42.00

**REIMBURSABLE EXPENSES**

Mileage	\$0.45/mile
Large Format Copies	\$1.50
Xerox Copies (8 1/2 x 11)	\$0.08
Xerox Copies (11 x 17)	\$0.15
Other Reimbursables	cost + 10%
Consultants	cost + 10%



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

TRABUE, HANSEN & HINSHAW, INC.

By *Alan Hansen*

Title *President*

Dated: *1-16-06*

BOONE COUNTY, MISSOURI

By *Keith Schnarre*

Keith Schnarre, Presiding Commissioner

Dated: *2/10/06*

APPROVED AS TO FORM:

*[Signature]*  
County Attorney

ATTEST:

*Wendy A. Noren*  
County Clerk

APPROVED:

*David [Signature]* *1/21/06*  
Director, Boone County Public Works

CERTIFICATION:

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

*June E. Pitchford* *2/3/2006*  
Auditor *by cff* Date

*No encumbrance required*

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9<sup>th</sup> day of FEBRUARY, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Shafer, Kline & Warren (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SHAFFER, KLINE & WARREN, INC. ■ 107 Butler St., P.O. Box 366, Macon, Missouri 63552-0366 ■ 660-385-6441 FAX: 660-385-6614

Tuttle-Ayers-Woodward founded 1885  
 Shetlar Griffith Shetlar founded 1946  
 A.C. Kirkwood & Associates founded 1947  
 Shafer & Kline founded 1950  
 Hamilton & Associates founded 1981

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 Kansas City, Missouri  
 Macon, Missouri  
 North Kansas City, Missouri

Iola, Kansas  
 Overland Park, Kansas  
 Ottumwa, Iowa

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**HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$155	Secretarial/Clerical	\$55
Associate	140	Engineering Technician V	100
Engineer V	130	Engineering Technician IV	90
Engineer IV	120	Engineering Technician III	80
Engineer III	110	Engineering Technician II	70
Engineer II	100	Engineering Technician I	60
Engineer I	90	Drafter	45
Landscape Architect IV	110	Construction Observer IV	90
Landscape Architect III	100	Construction Observer III	80
Landscape Architect II	90	Construction Observer II	70
Landscape Architect I	80	Construction Observer I	60
Landscape Design	70	Registered Land Surveyor II	110
Planner IV	120	Registered Land Surveyor I	95
Planner III	110	Survey Crew	145
Planner II	95	Survey Rodperson	40
Planner I	80	Survey Technician V	100
GIS Consultant IV	110	Survey Technician IV	90
GIS Consultant III	95	Survey Technician III	80
GIS Consultant II	85	Survey Technician II	70
GIS Consultant I	70	Survey Technician I	60
Controls Technician II	80	GPS Survey Technician	90
Controls Technician I	60		
Photogrammetrist III	90		
Photogrammetrist II	80		
Photogrammetrist I	70		

Equipment Costs  
 GPS Survey Receiver \$20

*Note #1*  
 The hourly rate shown for GPS Personnel and Survey Crews includes stakes, flagging, iron bars and other miscellaneous materials.

*Note #2*  
 All reimbursable expenses incurred on a project will be charged at a rate of direct cost plus 10% to cover administrative overhead. Direct cost of passenger car mileage will be at the standard rate established by the Internal Revenue Service and in effect at the time the expense is incurred. Direct cost of survey vehicle mileage will be at the IRS standard passenger car rate, plus 20%. Plotting and reproduction will be charged at \$0.50 per square foot for all media except photographic glossy, which will be charged at \$1.00 per square foot. Color copies will be charged at \$0.80 per 8.5 x 11 sheet and \$1.60 per 11 x 17 sheet. Subcontract expenses will be charged at quoted prices with no markup.

Effective January 1, 2006

**A MULTI-DISCIPLINE APPROACH TO PROJECTS**

Civil Engineers ■ Electrical Engineers ■ Mechanical Engineers ■ Landscape Architects ■ Land Surveyors ■ Planners ■ GIS Consultants ■ Photogrammetrists

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

SHAFER, KLINE & WARREN

By *David Hamilton*

Title V.P.

Dated: 1/9/06

BOONE COUNTY, MISSOURI

By *Keith Schnarre*

Keith Schnarre, Presiding Commissioner

Dated: 2/10/06

APPROVED AS TO FORM:

*[Signature]*  
County Attorney

ATTEST:

*Wendy S. Rosen*  
County Clerk

APPROVED:

*David Hamilton* 1/31/06  
Director, Boone County Public Works

CERTIFICATION:

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

*June E. Pitchford* 2/3/2006  
Auditor by *[Signature]* Date  
No encumbrance required



## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9<sup>th</sup> day of FEBRUARY, 2006, 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 Poepping, Stone, Bach & Associates, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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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.



PEPPING, STONE, BACH & ASSOCIATES, INC.

ARCHITECTS • ENGINEERS • GIS • PLANNERS • SURVEYORS

PROFESSIONAL FEE SCHEDULE

<u>CLASSIFICATION</u>		<u>RATE PER HOUR</u>
14.	ADMINISTRATIVE	\$44.00
13E/13A.	ENGINEERING/ARCHITECTURAL AID	\$59.00
12E/12A.	ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I	\$80.00
11E/11A.	ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II	\$92.00
10E/10A.	SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.	\$99.00
9.	SUPERVISING TECHNICIAN	\$109.00
8.	LAND SURVEYOR	\$110.00
7E/7A.	ENGINEER/ARCHITECT/GIS SPECIALIST I	\$107.00
6E/6A.	ENGINEER/ARCHITECT/GIS SPECIALIST II	\$120.00
5E/5A.	ENGINEER/ARCHITECT/GIS SPECIALIST III	\$126.00
4E/4A.	ASSOCIATE ENGINEER/ASSOCIATE ARCHITECT	\$132.00
3E/3A.	PROJECT ENGINEER/PROJECT ARCHITECT	\$139.00
2.	PROJECT MANAGER	\$145.00
1.	PRINCIPAL OF FIRM	\$160.00

OUT-OF-POCKET EXPENSES

PHONE CALLS, MEALS AND LODGING	COST
BLUEPRINTS, AERIAL PHOTOS, PHOTOCOPIES	COST + 15%
MILEAGE	\$0.445 PER MILE

FIELD PARTY EXTRAS

STAKES, IRON PINS, CONCRETE MONUMENTS, ETC	COST + 15%
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SPECIAL ITEMS

COMPRESSIVE STRENGTH TESTING OF CONCRETE CYLINDERS/EACH	\$23.00
COMPUTER TIME/HOUR	\$15.00
COURT TESTIMONY BY LICENSED PROFESSIONALS	\$1700 PER DAY
SPECIAL CONSULTANTS	COST + 15%
COMPUTERIZED RENDERING AND ANIMATION	\$92/HOUR

THESE RATES EFFECTIVE UNTIL DECEMBER 31, 2006

<input type="checkbox"/> 100 SOUTH 54TH STREET	P.O. BOX 709	• QUINCY, IL 62306	• PHONE 217/223-4605	• FAX 217/223-1546
<input type="checkbox"/> 3523 MAIN STREET	P.O. BOX 817	• KEOKUK, IA 52632	• PHONE 319/524-8730	• FAX 319/524-7720
<input type="checkbox"/> U.S. FEDERAL BUILDING	SUITE 224			
801 BROADWAY	P.O. BOX 190	• HANNIBAL, MO 63401	• PHONE 573/406-0541	• FAX 573/406-0390
www.psba.com • e-mail: psba@psba.com				

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

POEPPING, STONE, BACH & ASSOCIATES, INC. BOONE COUNTY, MISSOURI

By [Signature]

By [Signature]

Keith Schnarre, Presiding Commissioner

Title Executive V.P.

Dated: January 5, 2006

Dated: 2/10/06

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature] 1/31/06  
Director, Boone County Public Works

CERTIFICATION:

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

[Signature] 2/3/2006  
Auditor by Date

no encumbrance required

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 3<sup>rd</sup> day of January, 2006, 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 Malicoat-Winslow Engineers, P.C. (herein "Consultant").

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**HOURLY RATES FOR MALICOAT-WINSLOW ENGINEERS P.C.**

<b>PRINCIPAL ENGINEER</b>	<b>\$105/hr</b>
<b>PROFESSIONAL ENGINEER</b>	<b>\$105/hr</b>
<b>ENGINEER-IN-TRAINING</b>	<b>\$70/hr</b>
<b>CADD TECHNICIAN</b>	<b>\$50/hr</b>
<b>CLERICAL</b>	<b>\$40/hr</b>

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

MALICOAT-WINSLOW ENGINEERS, P.C.

By Carl Winslow

Title PRESIDENT

Dated: 1-3-06

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED:

[Signature] 1/3/06  
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]  
Keith Schnarre, Presiding Commissioner

Dated: 2/10/06

ATTEST:

[Signature]  
County Clerk

CERTIFICATION:

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

[Signature] 2/3/2006  
Auditor by [Signature] Date  
*no encumbrance required*

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 9<sup>th</sup> day of February 20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the Budget Revision requested by the Public Safety Department to cover radios purchased for Joint Communications. All expenditures will be reimbursed by Homeland Security grant.

Done this 9<sup>th</sup> day of February, 2006.

absent  
Keith Schnarre  
Presiding Commissioner

ATTEST:

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

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the

9<sup>th</sup>

day of February

20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the Budget Revision requested by the Public Works Department to cover the purchase of new equipment (floor jack and two demolition saws).

Done this 9<sup>th</sup> day of February, 2006.

*absent*

Keith Schnarre  
Presiding Commissioner

ATTEST:

*Wendy S. Noren*

Wendy S. Noren  
Clerk of the County Commission

*Karen M. Miller*

Karen M. Miller  
District I Commissioner

*Skip Elkin*

Skip Elkin  
District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the

9<sup>th</sup>

day of February

20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize Lease Agreement No.: 103051 with HP Financial Services for a computer for Child Services. The monthly cost will be refunded by the State.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 9<sup>th</sup> day of February, 2006.

absent  
Keith Schnarre  
Presiding Commissioner

ATTEST:

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

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

61-2006



hp financial services

420 Mountain Avenue, P.O. Box 6  
Murray Hill, NJ 07974-0006

Phone: 908-898-4953

Fax: 908-898-4127

Monday, January 23, 2006

County of Boone  
801 E. Walnut  
Columbia, MO 65201

ATTN: Ryan Irish

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT NO.: 103051,  
SCHEDULE NO. 103051000002; ( \_\_\_\_\_ PURCHASE ORDER NO.)

Thank you for selecting HP Financial Services Company (HPFS) to provide financing for your technology acquisition. We have prepared the following the lease documents for review and execution.:

1. **State and Local Government Single Schedule Operating Lease Agreement (Lease Agreement)**  
The Lease Agreement contains the terms and conditions of the lease arrangement between the Customer and HPFS.
2. **Exhibit A - Equipment Listing**  
This document is the detailed description of the leased equipment to be attached to and incorporated into the Equipment Schedule as Exhibit A.
3. **Acceptance Certificate**  
This document confirms that the Customer has received the Equipment, is satisfied with it and is ready to begin the Lease and start making payments.
4. **Insurance Request Form**  
The Customer should complete the Insurance Request Form in the event it is obtaining the insurance required by the Lease Agreement.
5. **Billing Information Form**  
This form should be completed by the Customer to ensure efficient delivery and payment of invoices.

Please request that the appropriate authorized officers of the Customer execute (or initial) where indicated by the red arrows and return to HPFS in the prepaid AirBorne envelope as soon as possible each of the following documents [, together with the Initial Payment of \$0.00:

- i. Lease Agreement;
- ii. Exhibit A Equipment Listing;
- iii. Certificate of Appropriations;
- iv. Insurance Request Form (and attachments, if any) ;
- v. Billing Information Form;
- vi. Federal Tax ID Number (FEIN): 43-6000349
- vii. Copy of Sales and Use Tax Exempt Certificate

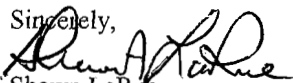
January 23, 2006

Page 2

**THE ACCEPTANCE CERTIFICATE SHOULD BE SIGNED AFTER THE CUSTOMER HAS RECEIVED AND IS SATISFIED WITH EQUIPMENT. The lease under Equipment Schedule Number 103051000002 will not commence prior to the execution and delivery of the Acceptance Certificate.**

Should you have any questions or comments regarding the enclosed documents or the procedure outlined above, please do not hesitate to contact me at 908-898-4384.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn LaRue". The signature is written in a cursive style with a large initial "S".

Shawn LaRue

Public Sector Contracts Administrator



hp financial services

# STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT

When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us and our in this Lease, we mean Lessor, Hewlett-Packard Financial Services Company. Our address is: 420 Mountain Avenue, P.O. Box 6, and Murray Hill, NJ 07974-0006.

<b>CUSTOMER INFORMATION</b>	Lessee Name			Tax ID #
	COUNTY OF BOONE			43-6000349
	Billing Street Address/City/County/State/Zip	Phone No.	Lease #	
	801 E. WALNUT, COLUMBIA, MO 65201	573-886-4329	103051	
	Equipment Location Street Address/City/County/State/Zip	Phone No.	Schedule #	
			103051000002	

<b>SUPPLIER INFORMATION</b>	Supplier Name ("Supplier")	Phone No.
	INTEGRATED SOLUTIONS GROUP	573-446-8881
	Street Address/City/State/Zip	
	1400 FORUM BLVD., SUITE 19B, COLUMBIA, MO 65203	

<b>EQUIPMENT DESCRIPTION</b>	Quantity	Make/Model
	**SEE HEWLETT-PACKARD ONLINE QUOTE	
	#811815 DATED 01/16/06	

<b>TERM AND LEASE PAYMENT SCHEDULE</b>	Lease Term (Months)	Lease Payment	Documentation Fee	Payment Timing (Check one)	Plus Applicable Taxes
	36	\$31.76	N/A	<input type="checkbox"/> Advance <input checked="" type="checkbox"/> Arrears	
	Additional Provisions	Latest Commencement Date		Payment Frequency (Check one)	
	N/A	JANUARY 23, 2006		<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	

### PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a "Lease Payment" and collectively, the "Lease Payments") shall be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

### PART II

1. TERMS AND CONDITIONS. In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING**. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. **THIS LEASE CAN BE NEITHER CANCELED NOR MODIFIED** except by a written agreement signed by both parties.

2. YOUR WARRANTIES TO US. You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) **YOU HAVE SELECTED THE EQUIPMENT AND SPECIFICATIONS, AND THE EQUIPMENT WILL MEET YOUR NEEDS**; (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) you have freely entered into lease, not buy, from us only after having considered other means of obtaining the use of the Equipment; (e) **NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES**; (f) financial information and other statements provided to us are accurate and correct and will be

updated upon our request during the term of this Lease; (g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; and (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes. Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. **YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY**

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

4. **PAYMENTS.** You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE. YOU HEREBY AUTHORIZE US TO REDUCE THE LEASE PAYMENTS BY UP TO TWENTY PERCENT (20%) IN THE EVENT THAT THE ACTUAL TOTAL COST OF THE EQUIPMENT AT THE TIME OF CLOSING IS LESS THAN THE ESTIMATE. Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, MAINTENANCE, REPAIR AND REGARDSLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY. No payment to us of a smaller sum than due at any time under this Lease shall constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

5. **FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

6. **NONAPPROPRIATIONS OF FUNDS.** If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7. **TAXES, ASSESSMENTS AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now

or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees. You agree to pay us a documentation fee to be billed with the first Lease Payment to cover account setup and administrative costs.

8. **NOTICE.** All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

9. **SUCCESSORS AND ASSIGNMENTS.** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS UNDER THIS LEASE WITHOUT NOTICE. You agree that our assignee will have the same rights and remedies that we have now. You agree that the rights of our assignee will not be subject to claims, defenses, or setoffs that you may have against us. You agree that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease.

10. **OWNERSHIP, TITLE AND SECURITY INTEREST.** We are the sole owner of the Equipment, have sole title and all residual rights, have the right to inspect the Equipment, and have the right to affix and display a notice of our ownership thereon. The Equipment shall remain our personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment which have not been removed prior to the return of the Equipment shall become part of the Equipment and our property. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage. In addition, you authorize us to file at our option informational financing statements and/or fixture filings without your signature. If we request, you will execute financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof, but in no case shall this grant or any filing be deemed to contravene a true-lease transaction.

11. **OPERATION AND MAINTENANCE; TERMINATION.** You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. Upon return to us, the Equipment must be eligible, without further cost or expense, for immediate continuation of coverage under Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. At the end of the term of this Lease, you must contact us, and we will designate the return location within the continental United States, and you shall, at your expense, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. Until we actually receive the Equipment at the return location, this Lease

renews automatically from month to month, and you agree to continue to make Lease Payments in accordance with Section 14 of this Lease.

2. **RISK OF LOSS AND INSURANCE.** Until you have returned the Equipment to the designated location, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the unpaid balance of this Lease plus the then-current fair market value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. **INDEMNITY.** You agree, to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses (a "Claim"), including any and all attorney's fees and legal expenses, arising from or caused directly or indirectly by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. **END OF TERM OPTIONS.** If no default exists under this Lease, you will have the option, with 60 days prior written notice, at the end of the initial term of this Lease or any extended term (as described below) (a) to purchase all (but not less than all) of the Equipment at its then fair market value (plus all applicable sales taxes) on an "AS IS, WHERE IS" basis; (b) to deliver the Equipment to us; or (c) to renew this Lease at its then fair rental value. If you elect to purchase the Equipment or renew this Lease, we will use our reasonable judgement to determine the Equipment's fair market value or its fair rental value. If you do not agree with our determination, the fair market value or the fair rental value of the Equipment will be determined at your expense by an independent appraiser selected by us. If you do not give us such written notice, this Lease will automatically renew for successive one-month terms through the end of the calendar month falling at least sixty days after the date you will have delivered to us such notice. During any such month-to-month extended term, the Lease Payments will remain the same. We may cancel any month-to-month renewal by sending you written notice 10 days' prior to the beginning of such month.

15. **COLLECTION CHARGES AND ATTORNEYS FEES.** If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of \$.10 per dollar of each delayed sum or \$15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. **DEFAULT.** You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payments or any other amounts due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any warranties or other obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (e) your filing of a voluntary petition in bankruptcy, your adjudication as a bankrupt filing of any proceeding against you of a petition under the bankruptcy or similar laws of the United States or the State and the failure to dismiss the proceeding within 60 days after filing.

17. **REMEDIES.** Should you default, we have the right to exercise any or all of the following remedies: (a) cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term of this Lease plus the present value of our anticipated residual interest in the Equipment, plus (ii) all other amounts due or that become due under this Lease; (c) immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds as provided below; and (d) exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. **SEVERABILITY.** The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform with such statute or rule.

19. **RELEASES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE YOUR RIGHTS TO: (A) CANCEL OR REPUDIATE THIS LEASE; (B) REVOKE ACCEPTANCE OF OR REJECT THE EQUIPMENT; (C) CLAIM A SECURITY INTEREST IN THE EQUIPMENT; (D) ACCEPT PARTIAL DELIVERY OF THE EQUIPMENT; (E) SELL OR DISPOSE OF THE EQUIPMENT UPON REJECTION OR REVOCATION; OR (F) SEEK "COVER" IN SUBSTITUTION FOR THIS LEASE FROM US.

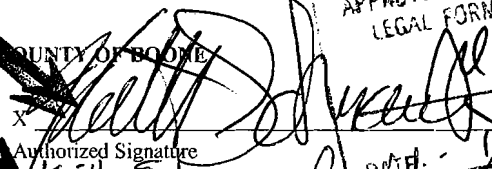
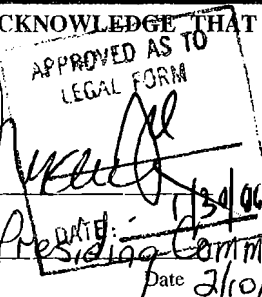
20. **MITIGATION OF DAMAGES.** In furtherance of the mitigation of our damages, you agree and stipulate: (a) each accelerated sum and lease-end fair market value shall have a discounted or present value computed at 5% per annum (a single payment present value factor shall be applied to this Lease-end fair market value and a uniform series of present value factors shall be applied to the accelerated periodic payments); (b) should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment, however, such credit shall not be deemed to be an equity offset but shall be in full mitigation of our repossession of the Equipment before the end of this Lease; and (c) any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues.

21. **MISCELLANEOUS.** Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which you are located. **YOU EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY** so that trial shall be by and only to a court of competent jurisdiction. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. All notices shall be given in writing by the party sending the notice and

shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party (writing) with first class postage prepaid. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have right, but not the obligation, to take any action or pay

any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. If you are a tax-exempt entity as defined in Section 168(h)(2) of the Internal Revenue Code, the term of this Lease, including renewals or extensions, will not exceed a total of 60 months.

**BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.**

COUNTY OF BOONE  
X   
Authorized Signature  
Keith Schnarre, Presiding Commissioner  
Print Name & Title  
DATE: 2/3/06  
Date 2/10/06  


**HEWLETT-PACKARD FINANCIAL SERVICES COMPANY**

X \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Print Name & Title Date

**CERTIFICATION**

I, the undersigned, DO HEREBY CERTIFY that I am a duly elected or appointed and acting officer (or duly authorized designee of such officer) of **COUNTY OF BOONE** (the "Customer"), a political subdivision or agency or department of the State of **MISSOURI**, and that I have custody of the records of the Customer; that the individual executing the above State and Local Government Single Schedule Operating Lease Agreement (the "Lease") on behalf of the Customer is incumbent in the office printed or typed below his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the name and on behalf of Customer; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of the Customer this 10<sup>th</sup> day of FEBRUARY, 2006.

SEAL

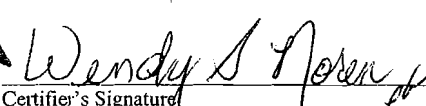
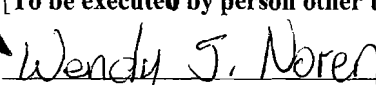
  
Certifier's Signature  
[To be executed by person other than individual executing above lease.]  
  
Print Name  
County Clerk  
Print Title

Exhibit A

To

State and Local Government Single Schedule Operating Lease Agreement Number: \_\_\_\_\_

103051

Schedule Number: 103051000002

Between HP Financial Services Company ("Lessor") and \_\_\_\_\_

("Lessee")

**COUNTY OF BOONE**

Manufacturer	Part Number	Equipment Description	Unit Price	Qty	Extended Price
[REDACTED]					

\*\*SEE HEWLETT-PACKARD ONLINE QUOTE ID #811815

DATED 1/16/06

TOTAL COST: \$ 918.00

INITIAL HERE KS

Confidential





invent

**ONLINE PRICE QUOTATION**

Quote Number: 811815

Quote Name: boone - cs lease

Today's Date : 1/16/2006 8:48:47 AM

Quote Created Date : 1/16/2006 8:48:32 AM

Created By: alochrid@isgcolumbia.com

Contract: MO - STATE OF MISSOURI (WSCAII) ( A63309-MO )

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Use the File - Print option to print this form for your future reference.

Items/description	Part no	Unit price	Qty	Ext price
HP dc7600 Business Desktop Small Form Factor	Base	\$764.00	1	\$764.00

- Microsoft® Windows® XP Professional
- Intel® Pentium® 4 521 2.8GHz/1MB
- Intel® 945G chipset
- 512MB 533MHz DDR2 (2x256)
- Integrated Intel® Media Accelerator 950 Graphics
- 40GB 1.5gb/s SATA
- 16x/48x DVD-ROM
- Broadcom Gigabit NIC
- PS/2 Standard Keyboard
- PS/2 Scroll Mouse
- 3-year Parts, 3-year Labor, 3-year Onsite warranty

AF879AA#ABA - HP dc7600 Business Desktop Small Form Factor

AF879AA#ABA

**Operating system**

Microsoft® Windows® XP Professional

**Processor**

Intel® Pentium® 4 521/2.8GHz-1MB

**Chipset**

Intel® 945G chipset

**Memory**

512MB (2x256MB) DDR2-533

**Hard drives**

40GB SATA 1.5Gb/s Hard Drive (7,200 RPM)

**Video/graphics**

Integrated Intel® Media Accelerator 950 graphics

**Optical drive**

16x/48x DVD-ROM Drive

**Audio**

Integrated Intel audio

**Network controller**

Integrated Broadcom NetXtreme Gigabit Ethernet networking

**Keyboard**

HP PS/2 standard keyboard

**Mouse**

HP PS/2 scroll mouse

**Warranty**

3/3/3 (parts/labor/next business day on-site) limited warranty

HP v7650 17-inch (16-inch vis) Flat-face CRT Monitor

**PF996AA#ABA**

\$154.00 1 \$154.00

**Subtotal: \$918.00**

The terms and conditions of the MO - STATE OF MISSOURI (WSCAII) will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:  
<http://gem.compaq.com/gemstore/entry.asp?SiteID=13027>

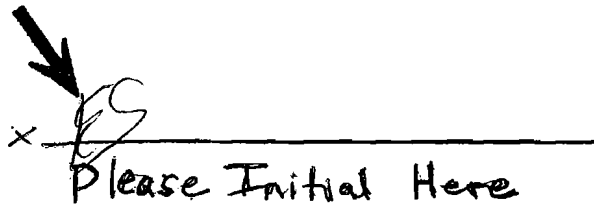
\* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

\* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472
Fax:	800-825-2329	Returns:	800-888-3224

\* For detailed warranty information, please go to [www.hp.com/go/specificwarrantyinfo](http://www.hp.com/go/specificwarrantyinfo) . Sales taxes added where applicable. Freight is FOB Destination.

HP CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT SHARE.



x *ES*  
 \_\_\_\_\_  
 Please Initial Here



hp financial services

### State and Local Government Single Schedule Operating Lease Delivery and Acceptance Certificate

Lease No. 103051  
Schedule No. 103051000002

APPROVED AS TO  
DATE: 1/20/06

<b>CUSTOMER:</b> County of Boone	<b>LESSOR:</b> Hewlett-Packard Financial Services Company
Address 801 E. Walnut	Address 420 Mountain Avenue
City/State/Zip Columbia, Missouri 65201	City/State/Zip Murray Hill, New Jersey 07974-0006
Attention: Ryan Irish	Attention: Shawn LaRue

Capitalized terms which are not defined in this Certificate shall have the meanings given these terms in the State and Local Government Single Schedule Operating Lease Agreement and Schedule (together, the "Lease") numbered above.

In compliance with the terms and conditions of the Lease, you agree and notify us that all of the Equipment listed in the Lease has been delivered and is fully installed; that you have inspected the Equipment and all testing you have deemed necessary has been performed by you, the manufacturer of the Equipment or the Supplier; and as of the date of this Certificate, the Equipment is fully operational for your purposes and you are fully satisfied with the Equipment and the Supplier who sold you the Equipment.

The insurance policies required by Section 12 of the Lease have been obtained and are in full force and effect, and the subject Equipment is located at the equipment location identified in the Lease.

By executing this Delivery and Acceptance Certificate the Customer agrees to the Lease commencement date and first payment due date as set forth below.

If the Lease Payments are due in advance, then the first Lease Payment shall be due on the Commencement Date. If the Lease Payments are due in arrears, then the first Lease Payment shall be due at the end of the first Payment Frequency period as selected on the first page of the Lease.

COUNTY OF BOONE

Customer

*[Handwritten Signature]*

Customer's Authorized Signature

Keith Schnarre, Presiding  
Commissioner

Commencement Date



**NOTE : DO NOT SIGN AND RETURN THIS DOCUMENT UNTIL YOU HAVE RECEIVED ALL THE EQUIPMENT AND VERIFIED IT IS IN WORKING ORDER.**

After you have received and verified the equipment is in working order please fax to : (908) 898-4127

**NO COVER SHEET IS NECESSARY  
THEN MAIL THE ORIGINAL TO: 420 MOUNTAIN AVE, MURRAY HILL, NJ 07974-0006**



hp financial services

**BILLING INFORMATION REQUEST**

Single Schedule Operating Lease Agreement Schedule Number (s): 103051000002

IN ORDER FOR HEWLETT-PACKARD FINANCIAL SERVICES COMPANY TO PROPERLY BILL AND CREDIT YOUR ACCOUNT, IT IS NECESSARY THAT YOU COMPLETE THIS FORM AND RETURN IT WITH THE SIGNED DOCUMENTS.

CUSTOMER LEGAL NAME: COUNTY OF BOONE

BILLING ADDRESS: 22 North 8<sup>th</sup> Street  
Columbia, MO 65201

ATTENTION: Barbara Morris / Administrator Family Support Division  
(Name of individual who will process payments)/ TITLE

EMAIL ADDRESS: b.morris@boonecountymo.org

TELEPHONE: 573-886-4126 x: 573-886-4139

**EQUIPMENT LOCATION (INSTALLED):**

STREET ADDRESS: 22 North 8<sup>th</sup> Street  
CITY, STATE & ZIP: Columbia, MO 65201

ARE YOU SALES/RENTAL TAX EXEMPT? YES  
IF SO, PLEASE ATTACH A COPY OF YOUR SALES AND USE TAX EXEMPT CERTIFICATE AND RETURN WITH THIS FORM.

FEDERAL EMPLOYEE TAX IDENTIFICATION No. [FEIN]

SPECIAL INSTRUCTIONS: Deliver all equipment to:  
County of Boone Government Center  
801 E Walnut, Room 221  
Columbia, MO 65201  
Attn: Trudy Fisher

THANK YOU.

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

CUSTOMER SIGNATURE



### Insurance Information Request Form

Broker / Agent Name:		
Address:		
Contact:	Telephone Number:	Fax Number:

Insurance Broker / Agent:

We have entered into a State and Local Government Single Schedule Operating Lease Agreement Number 103051000002 with Hewlett-Packard Financial Services Company for the lease/finance of computer equipment, components, accessories and related peripherals (the "Equipment").

Please insure the Equipment, issue a written endorsement naming Hewlett-Packard Financial Services Company as Additional Insured and Loss Payee, and state that each policy shall provide Hewlett-Packard Financial Services Company with at least thirty (30) days prior written notice of any material changes in coverage, cancellation or non-renewal. The policy should include the following endorsement:

"The insurance under this policy shall be primary insurance and the company insurer shall be liable under this policy for the full amount of the loss up to and including the total limits of liability herein without right of contribution from any other insurance effected by Hewlett-Packard Financial Services Company under any policy with any insurance company covering a loss covered under this policy."

Please provide Hewlett-Packard Financial Services Company with proof of insurance in the form of a certificate of insurance. The certificate should include proof of the following:

- Physical Damage (All Risk) in an amount not less than the replacement value of the Equipment leased or financed from Hewlett-Packard Financial Services Company under the State and Local Government Single Schedule Operating Lease Agreement Number referenced above
- Bodily Injury and Property Damage Liability with limits of no less than \$2,000,000.00 total liability per occurrence
- Deductibles not to exceed \$25,000.00

If Hewlett-Packard Financial Services Company requests additional or updated certificates in the future, you should provide such certificates to Hewlett-Packard Financial Services Company.

Forward certificate(s) of insurance to: Hewlett-Packard Financial Services Company  
420 Mountain Avenue, P.O. Box 6  
Murray Hill, NJ 07974  
Attn: Shawn LaRue

**FAX COPY TO: 908-898-4167**

Lessee/Insured: **COUNTY OF BOONE**

By: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

[Please forward a **copy** of this Insurance Information Request Form to your Broker/Agent immediately and return the **original** with the executed lease documents.]

# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

COUNTY OF BOONE  
801 E WALNUT RM 236  
COLUMBIA MO 65201

Missouri Tax ID  
Number: 12464848

Effective Date:  
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MA  
BOONE-1

DATE (MM/DD/YYYY)  
06/30/05

**PRODUCER**  
Thomas McGee, L.C.  
920 Main, Suite 1700  
Kansas City MO 64105  
Phone: 816-842-4800 Fax: 816-472-5018

**INSURED**  
Boone County/MARCIT  
600 Broadway-Suite 300  
Kansas City MO 64105-1554

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A: **MARCIT**  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	8	07/01/05	07/01/06	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$ 2,500
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car	8	07/01/05	07/01/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		<b>OTHER</b> APD/Boiler Mach/ EDP/IM/Property	8	07/01/05	07/01/06	25,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Hewlett-Packard Financial Services Company is an additional insured as respects General Liability and loss payee as respects Property regarding lease of 7 PCs valued at \$8,000 beginning 6-14-2004 and ending 6-13-2007. Lease Agreement Number 103051000001. GL Dedt \$25,000. Prop Dedt \$5,000.

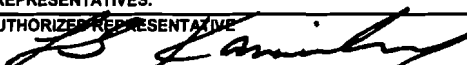
**CERTIFICATE HOLDER**

**HEWLPA4**

Hewlett-Packard Financial Services Company  
 Shawn LaRue  
 420 Mountain Avenue-P O Box 6  
 Murray Hill NJ 07974

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 9<sup>th</sup> day of February 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the 2006 Columbia Special Business District contribution of \$7,000 as specified in the attached agreement between the County of Boone and City of Columbia.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 9<sup>th</sup> day of February, 2006.

absent  
Keith Schnarre  
Presiding Commissioner

ATTEST:

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

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner