

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 07

County of Boone

In the County Commission of said county, on the 12th day of April 20 07

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

Now on this day the County Commission of the County of Boone does herby approve the request to extend the temporary FMLA position as helpdesk Technician through 4/27/06 .

Done this 12th day of April, 2007.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the

17th day of April 20 07

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

NATIONAL VOLUNTEER WEEK

WHEREAS, volunteers are vital to our future as a caring and productive community; and

WHEREAS, hundreds of volunteers work daily in our community giving their time and talent to make a real difference in the lives of children, adults and the elderly; and every week throughout Boone County meaningful service projects are performed; and

WHEREAS, Boone County Fire Department volunteers strengthen the non-emergency programs of fire safety and fire prevention; and

WHEREAS, the Boone County Sheriff's Department and law enforcement in adjoining communities give their valuable time and endless dedication to the citizens of Boone; and

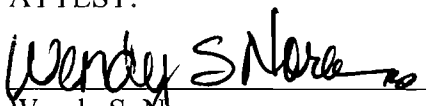
WHEREAS, all volunteers who serve on Boards and Commissions give immeasurable hours in planning and making recommendations that will greatly affect the lives in Boone County; and

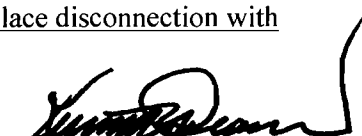
WHEREAS, volunteer service groups, co-sponsored organizations and neighborhood associations generously give of their knowledge and experience; and

NOW, THEREFORE, be it resolved that the Boone County Commission designates the week of April 15 – 21, 2007, as National Volunteer Week and urges every citizen to volunteer and "inspire by example" by volunteering and recognizing those who serve, we can replace disconnection with understanding and compassion.


Done this 17th day of April, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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STATE OF MISSOURI }
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Term. 20 07


In the County Commission of said county, on the 17th day of April 20 07

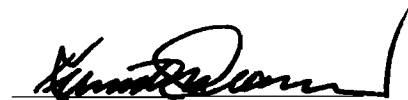
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 12-14MAR07 Road Reclaimer & Operator Rental Term & Supply to Columbia Curb & Gutter. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

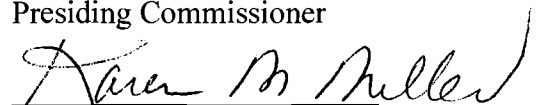
Done this 17th day of April, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
ROAD RECLAIMER & OPERATOR RENTAL TERM AND SUPPLY**

THIS AGREEMENT dated the 17 day of April 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Columbia Curb & Gutter**, 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 **Road Reclaimer & Operator Rental Term and Supply**, County of Boone Request for Bid, bid number **12-14MAR07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated March 14, 2007 and executed by Steven J. Kullman, 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 Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on Date of Award and extend through February 28, 2008 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in section 4.7.1. through 4.7.3., and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Service Time** - Contractor agrees to provide the services as responded to by the Contractor and as requested by the County.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response 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.

6. **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.


7. **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.

8. **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.

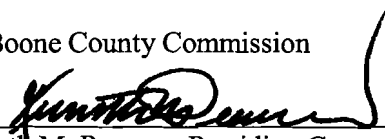
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

COLUMBIA CURB & GUTTER

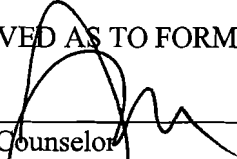
by 
title Steven Kullman
Vice President

address 4105 I-70 Drive SE
Columbia, MO 65201-6701

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, 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 this contract do not create a measurable county obligation at this time.)

2040/71100 Term/Supply

<u>No encumbrance required</u>	<u>4/10/07</u>	
Signature <u>by cy</u>	Date	Appropriation Account

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #12-14MAR07 Road Reclaimer & Operator Rental**

**ADDENDUM #1
(Issued March 14, 2007)**

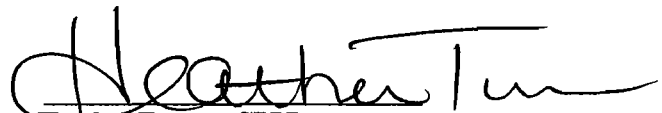
This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

BID DOCUMENTS:

1. **BID OPENING DATE CHANGE:** The bid opening date has been changed from Wednesday, March 14, 2007 to Thursday, March 15, 2007. Bids must be turned in to the Purchasing Office at 601 E. Walnut, Room 209, Columbia, MO 65201 by no later than 10:30 a.m. on Thursday, March 15, 2007. Bids will then be opened in the Boone County Johnson Building Conference Room at 601 E. Walnut, Room 213, Columbia, MO 65201..

By:


Heather Turner, CPPB
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #12-14MAR07 Road Reclaimer & Operator Rental, receipt of which is hereby acknowledged:

Company Name: Columbia Curb & Gutter Co.

Address: 4105 I-70 Drive SE
Columbia, MO 65201

Phone Number: 573-474-6186

Fax Number: 573-474-2831

Authorized Representative Signature: S. S. Kern Date: 14 MAR 2007

4. Response Form

4.1. Company Name: Columbia Curb & Gutter Co.
 4.2. Address: 4105 I-70 Drive SE
 4.3. City/Zip: Columbia, Mo 65201-6701
 4.4. Phone Number: 573-474-6186
 4.5. Fax Number: - 474-2831
 4.6. Federal Tax ID: 43-0909116

- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. PRICING

4.7.1. Reclaimer Rental \$ 550.00 Firm, Fixed Price Per Hour
 4.7.2. Operator \$ 45.00 Firm, Fixed Price Per Hour
 4.7.3. Mobilization (If less than 8 continuous work hours) \$ 1,000.00 Firm, Fixed Price Per Event

4.7.4. Make: CMI
 4.7.5. Model: RS500
 4.7.6. Year of Manufacture: 1993

4.7.7. Estimated Production Rate for reclaiming chip and sealed over gravel roads at a maximum of 8-10 inches cutting depth: 25 Feet per minute, 7 Ft wide.

4.7.8. Specify any other pertinent information:

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Quote (Bid) which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):  Date: 14 MAR 2007

4.8.2. Print Name and Title of Authorized Representative: Steven J. Kullman Date: _____

4.8.3. Will you honor the submitted prices for leasing by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.9. Maximum Percentage Increase: 15 % 2nd Year 25 % 3rd Year

4.10. Cash Discount: %; Net 30 Days

4.11. **References** – Bidder must provide three (3) references for services rendered to public/commercial clients which are similar in size and scope.

4.11.1. **Reference #1**

4.11.1.1. Individual Name: Bert Maddox

4.11.1.2. Company Name: Mo Dot

4.11.1.3. Address: Conley Rd, Columbia, MO

4.11.1.4. Telephone: 573-884-4750

4.11.2. **Reference #2**

4.11.2.1. Individual Name: Gary Broyles

4.11.2.2. Company Name: Oklahoma Turnpike Authority

4.11.2.3. Address: Oklahoma City, OK

4.11.2.4. Telephone: 405-425-3600

4.11.3. **Reference #3**

4.11.3.1. Individual Name: Pete Grathwohl

4.11.3.2. Company Name: Emery Sapp & Sons, Inc

4.11.3.3. Address: 2602 B North Stadium; Columbia, MO

4.11.3.4. Telephone: 573-445-8331

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #12-14MAR07 Road Reclaimer & Operator Rental**

**ADDENDUM #1
(Issued March 14, 2007)**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

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By: 
Heather Turner, CPPB
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #12-14MAR07 Road Reclaimer & Operator Rental, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Authorized Representative Signature: _____

Date: _____



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut Street, Room 209
Columbia, MO 65201

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 - FAX (573) 886-4390
Email: htumer@boonecountymmo.org

Bid Data

Bid Number: 12-14MAR07
Commodity Title: Road Reclaimer and Operator Rental Term & Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Information and Deadline

Day / Date: WEDNESDAY, MARCH 14, 2007
Time: 10:30 A.M. (Bids received after this time will not be considered)
Location / Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: WEDNESDAY, MARCH 14, 2007
Time: 10:30 A.M.
Location / Address: **Boone County Johnson Building
Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
Standard Terms and Conditions
"No Bid" Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through February 28, 2008 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS/SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **labor and equipment for reclaiming various chip and sealed Boone County roads.**
- 2.1.1. **Scope of Work** – Provide labor and equipment to perform reclaiming of approximately 5 to 15 miles of Boone County roads. These estimates do not imply a guaranteed amount of work. The County will determine the frequency and extent of the work and reserves the right to use other methods to accomplish the work as it deems appropriate. The County will provide any necessary aggregate, base stabilizers, water, or road oil.
- 2.1.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.1.2.1. **Contract Period** - The Term and Supply Contract period shall be from date of award through February 28, 2008, but may be automatically renewed for up to an additional two (2) one-year periods unless canceled by either party. For each year thereafter, the contract will become effective on March 1.
- 2.1.2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.1.3. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Public Works Director.
- 2.1.4. **Contractor Qualifications and Experience:** The Contractor to whom a reclaimer and operator contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.2. **TECHNICAL SPECIFICATIONS:**
- 2.2.1. **Reclaimer and Operator** – The Reclaimer shall have an eight (8) foot cutting width and a minimum twelve (12) inch depth. In addition, the machine shall have the ability to: (1) inject water or oil during the reclaim process, (2) leave reclaimed material in place, (3) reclaim chip and sealed over gravel roads, and (4) reclaim occasional asphalt patches that are 2 to 3 inches or less in depth.
- 2.2.2. **Mobilization** – It is the intent of the County to work the reclaimer and operator a minimum of eight (8) hours each day the reclaimer and operator are needed. If eight (8) continuous work hours are requested by the County, the County shall not pay any mobilization fees. In the event less than eight (8) hours of work are required by the County, the County shall have the option to either pay for a minimum of eight (8) hours or pay the hourly rate plus any mobilization charge, whichever is less. Mobilization fees shall cover all costs associated with transporting scheduled labor and equipment to and from the site for each event. An event is work conducted within one day or consecutive workdays. Workdays planned to be consecutive but interrupted by weather, mechanical breakdown, contractor scheduling conflicts, or other occurrences beyond the control of the County will count as one event. Contractor shall bid a firm, fixed total price for mobilization. Equipment may be stored overnight on site by prior arrangement with the Manager of Maintenance Operations. County assumes no liability for equipment stored on site or while in use.
- 2.2.3. **Compensation** – Compensation at the hourly rate will begin when work commences on site. County will compensate for actual hours worked according to the contract rate. County will not compensate while equipment is on standby. Compensation for equipment in use will include time for delays incidental to the work such as waiting for materials or for staff to move signs. County will **guaranty a minimum payment of two hours** provided that the County requested the equipment to be on site and that the equipment and operator was available for service.
- 2.2.4. **Hours of Work** – Hours of work must be coordinated with the Manager of Maintenance Operations before commencement. Work will begin within seven calendar days of notification unless otherwise arranged. The County anticipates most work to be done between the hours of 6:00am to 6:00pm, Monday through Friday.
- 2.2.5. **Work Zone Signage** – The County will provide all traffic control, including all signage and/or barriers as well as the staff to flag traffic.
- 2.3. **CONTRACTOR’S RESPONSIBILITIES -**
- 2.3.1. Contractor shall provide well-maintained equipment and skilled operators.
- 2.3.2. Contractor shall provide all fuel for the equipment and all repair work to the equipment, including routine maintenance.
- 2.3.3. Contractor shall coordinate all work with the Manager of Maintenance Operations.

- 2.3.4. Contractor shall follow all state, federal, and local requirements unless these specifications note exceptions.
- 2.3.5. Contractor shall exercise caution when working near marked utilities. County will schedule underground utility locates before any excavation work.
- 2.3.6. Contractor shall repair or make satisfactory restitution for any damage to the property of others.
- 2.4. **PREVAILING WAGE** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.5. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.5.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.
 Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.5.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.5.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.

- 2.7. **SALES/USE TAX EXEMPTION:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.8. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County location where work was performed.
 2. Date(s) work performed.
 3. Itemized list of material, if any.
 4. Itemized cost of material, if any.
 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.8.1. Invoices should be submitted to Boone County Public Works for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201.
- 2.9. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Senior Buyer, Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: hturner@boonecountymmo.org
- 2.10. **Designee** – Manager of Maintenance Operations, Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.1.2. **Submittal Of Responses** – Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS.**
- 3.1.3. **Submittal Package** - Submit, to the fax number specified on the title page, **a complete copy** of your Response, clearly marked on the cover page with your company name, **the bid number and the due date and time.**
- 3.1.4. **Advice of Award - Web Page:** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.1.5. **Bid Opening** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.2. **REMOVAL FROM VENDOR DATABASE** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.2.1. **Response Clarification** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.3. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.3.1. **Evaluation Process** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.3.2. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.3.3. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.4. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5. **ENDURANCE OF PRICING** – Bidder's pricing must be held until award or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

- 4.6.1. () Corporation _____
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. PRICING

4.7.1. Reclaimer Rental	\$	Firm, Fixed Price Per Hour
-------------------------	----	----------------------------

4.7.2. Operator	\$	Firm, Fixed Price Per Hour
-----------------	----	----------------------------

4.7.3. Mobilization (If less than 8 continuous work hours)	\$	Firm, Fixed Price Per Event
--	----	-----------------------------

4.7.4. Make: _____

4.7.5. Model: _____

4.7.6. Year of Manufacture: _____

Estimated Production Rate for reclaiming chip and sealed over gravel roads at a maximum of 8-10 inches cutting depth: _____

4.7.8. Specify any other pertinent information:

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Quote (Bid) which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand): _____ Date: _____

4.8.2. Print Name and Title of Authorized Representative: _____ Date: _____

4.8.3. Will you honor the submitted prices for leasing by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

4.9. Maximum Percentage Increase: _____ % 2nd Year _____ % 3rd Year

4.10. Cash Discount: _____ %; Net _____ Days

4.11. **References** – Bidder must provide three (3) references for services rendered to public/commercial clients which are similar in size and scope.

4.11.1. **Reference #1**

4.11.1.1. Individual Name: _____

4.11.1.2. Company Name: _____

4.11.1.3. Address: _____

4.11.1.4. Telephone: _____

4.11.2. **Reference #2**

4.11.2.1. Individual Name: _____

4.11.2.2. Company Name: _____

4.11.2.3. Address: _____

4.11.2.4. Telephone: _____

4.11.3. **Reference #3**

4.11.3.1. Individual Name: _____

4.11.3.2. Company Name: _____

4.11.3.3. Address: _____

4.11.3.4. Telephone: _____



Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Standard Terms and Conditions

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“NO BID” RESPONSE FORM

Heather Turner, Senior Buyer
573/886-4392 - FAX 573/886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 12-14MAR07 Road Reclaimer and Operator Rental Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the

17th day of April 20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the request to utilize the County of Jefferson – Missouri Cooperative Contract with Ed Roehr Safety Products of St. Louis, Missouri for Emergency Light Bars for the Sheriff's Department. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 17th day of April, 2007.

ATTEST:

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

Kenneth M. Pearson
 Kenneth M. Pearson
 Presiding Commissioner

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.

April Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 17th day of April 20 07

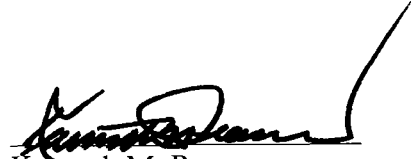
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 17-27MAR07 Patrol Rifles to CMMG, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

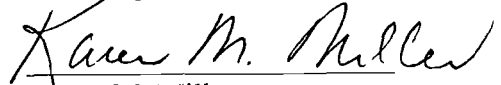
Done this 17th day of April, 2007.

ATTEST:

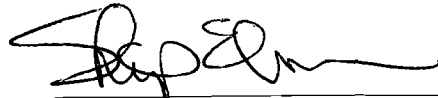
Wendy S Noren 168
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
PATROL RIFLES**

THIS AGREEMENT dated the 17 day of April 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and CMMG, Inc., 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 Patrol Rifles, bid number 17-27MAR07 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 March 10, 2007 and executed by Jeff Overstreet, 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 4.8.1. – Patrol Rifles per Section 2.2.1. (Qty 10) | \$9,614.20 |
| • Item 4.8.2. – Stock Mounted Single Magazine Holder (Qty 10) | \$280.00 |
| • Item 4.8.4. – Tactical Sling (Qty 10) | \$270.00 |
| • For a total cost of | \$10,164.20 |

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

4. **Billing and Payment** - All billing shall be invoiced to Boone County Sheriff'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.

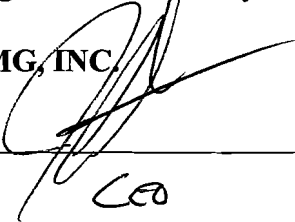
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

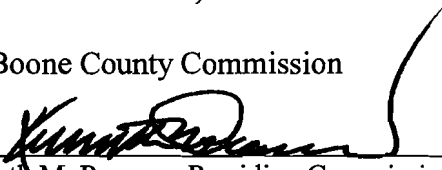
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

CMMG, INC.

by 
title CEO

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


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.)

2901-91300 - \$10,164.20

Signature June Pitchford by KF Date 4/10/2007 Appropriation Account _____

4. Response Form

- 4.1. Company Name: CMMG, Inc
- 4.2. Address: 620 County Road 118
- 4.3. City/Zip: Fayette, Mo 65248
- 4.4. Phone Number: 660 248 2293
- 4.5. Fax Number: 660 248 2290
- 4.6. E-mail Address: SALES@CMMGINC.COM
- 4.7. Federal Tax ID: 75-2991565
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8. PRICING		Price
4.8.1.	Patrol Rifles in accordance with Section 2.2.1. Note: Price must include night sight and 3-20 round magazines.	\$ 961.42 each
4.8.2.	Optional Equipment: Stock mounted single magazine holder	\$ 28. ⁰⁰ each
4.8.3.	Optional Equipment: Soft-sided carrying case with external magazine pouches & separate zippered storage pouch	\$ 81. ⁰⁰ each
4.8.4.	Optional Equipment: Tactical sling	\$ 27. ⁰⁰ each

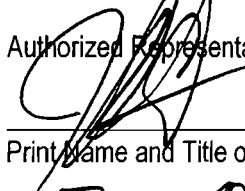
4.9. Describe Warranty Features of all Items:

RIFLE HAS LIFETIME WARRANTY AGAINST MANUFACTURER'S DEFECTS.
ALL OTHER PRODUCTS HAVE A CUSTOMER SATISFACTION UPON RECEIPT.

4.10. Describe Any Deviations

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.1. Authorized Representative (Sign By Hand):



Date: 10 MAR 07

Print Name and Title of Authorized Representative

JEFF OVERSTREET CEO

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.13. Delivery ARO: 6-8 WEEKS



Request For Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Senior Buyer
573/886-4392 - FAX 573/886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **17-27MAR07**
Commodity Title: **Patrol Rifles**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, MARCH 27, 2007**
Time: **10:30 AM (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **TUESDAY, MARCH 27, 2007**
Time: **10:30 AM**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Terms and Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form**
- Standard Terms and Conditions**
- "No Bid" Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the goods and/or services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of new AR-15 Style Semi-Automatic .223 Caliber Patrol Rifles with all manufacturer’s standard equipment and those features as detailed in the following specifications. The County may choose to award the base bid or the alternate bid or a combination of the two
 - 2.1.1. **Quantity** – The County anticipates ordering approximately 10 patrol rifles. This quantity is provided as an estimated quantity only. The County reserves the right to increase or decrease this quantity as necessary.
- 2.2. **BASE BID MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.2.1. The patrol rifles must have a 14.5” barrel with a rate of twist of 1 in 7, 1 in 8, or 1 in 9, chrome lined barrel, flash hider, forward bolt assist, removable carrying handle, collapsible 4 or 6 position stock, and must be equipped with night sights and three (3) 20 round magazines.
- 2.3. **OPTIONAL EQUIPMENT**
 - 2.3.1. Note: At the County’s sole discretion, the County **may** choose to purchase the following optional equipment.
 - 2.3.2. Stock mounted single magazine holder for above magazine capacity in black, olive drab green, or woodland camouflage.
 - 2.3.3. Soft-sided carrying case for above rifle with external magazine pouches and a separate zippered storage pouch in black, olive drab green or woodland camouflage.
 - 2.3.4. Tactical sling for above rifle in black, olive drab green or woodland camouflage.
- 2.4. **WARRANTY:** Bid prices will include standard factory warranty with warranty information included with the bid response.
- 2.5. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.6. **DESIGNEE** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
 - 2.6.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymmo.org
- 2.7. **DELIVERY** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
 - 2.7.1. **Delivery Terms:** Inside delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.7.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.8. **EVALUATION** - The Bidder may be required to provide the Sheriff’s Department with a firearm proposed in the bid response for a five day evaluation period. The cost of providing this sample will be the responsibility of the Bidder. Suitability of the firearm in the proposed working environment will be an evaluation factor.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-mail Address: _____
- 4.7. Federal Tax ID: _____
- 4.7.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.8. PRICING		
		<u>Price</u>
4.8.1.	Patrol Rifles in accordance with Section 2.2.1. Note: Price must include night sight and 3-20 round magazines.	\$ _____ each
4.8.2.	Optional Equipment: Stock mounted single magazine holder	\$ _____ each
4.8.3.	Optional Equipment: Soft-sided carrying case with external magazine pouches & separate zippered storage pouch	\$ _____ each
4.8.4.	Optional Equipment: Tactical sling	\$ _____ each

4.9. Describe Warranty Features of all Items:

4.10. Describe Any Deviations

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.1. Authorized Representative (Sign By Hand):

_____ Date: _____
Print Name and Title of Authorized Representative

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.13. Delivery ARO: _____



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

Boone County Purchasing
Heather Turner
Senior Buyer



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

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 17-27MAR07

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the

17th day of April 20 07

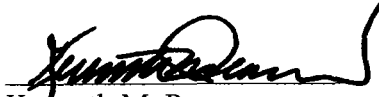
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the **Full Time Traffic Unit** funding grant application with Missouri Department of Transportation Office of Highway Safety for 2007/2008.

Done this 17th day of April, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION

On April 17, 2007 the County Commission of Boone
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.

Kare M Miller
County Commissioner

[Signature]
County Commissioner

[Signature]
Presiding Commissioner



**Highway Safety
Law Enforcement Grant Application
October 1, 2007 through September 30, 2008**
(Application due by May 1)

Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

Agency: BOONE COUNTY SHERIFF'S DEPARTMENT Agency ORI#: MO0100000

Address: 2121 COUNTY DRIVE Federal Tax ID#: 436000349

City: COLUMBIA State: MO Zip: 65202 County: BOONE

Phone: 573-875-1111 Fax: 573-874-8953

Contact Person: CAPT. BEVERLY BRAUN Email: bbraun@boonecountymo.org

Jurisdiction: Rural Jurisdiction Population: 150,000

Targeted Population: ALL MOTORIST WITHIN BOONE COUNTY
(i.e. Speeders, Aggressive Drivers, Young Drivers)

Select a project activity for which your agency is requesting funding.

Other

If Other, please briefly describe: FULL TIME TRAFFIC UNIT

- | | |
|--|-----|
| 1. Does your agency have an internal safety belt policy for all personnel? | Yes |
| 2. Does your law enforcement agency have a racial profiling policy? | Yes |
| 3. Is your law enforcement agency reporting to STARS? | Yes |
| 4. Is your law enforcement agency submitting UCR information? | Yes |

Traffic Enforcement Baseline Summary

For most current 12-month period From: 1/1/2006 To: 12/31/2006
DD/MM/YYYY DD/MM/YYYY

Hazardous Moving Violations Data:

DWI Violations	<u>208</u>
Speeding Violations	<u>816</u>
Other HMV Violations	<u>761</u>

Crash Data:

# Total Crashes	<u>190</u>
# Total Fatal Crashes	<u>1</u>
# Total Injury Crashes	<u>65</u>
# Total Speed Crashes	<u>62</u>
# Speed Fatal Crashes	<u>1</u>
# Speed Injury Crashes	<u>33</u>
# Total Alcohol Crashes	<u>18</u>
# Alcohol Fatal Crashes	<u>0</u>
# Alcohol Injury Crashes	<u>12</u>

Occupant Restraint Violations Data:

Child Restraint Violations	<u>33</u>
Seat Belt Violations	<u>283</u>

Total # of full-time Law Enforcement Officers	<u>35</u>	Total # of Radars/Lasers	<u>20</u>
Total # of full-time Patrol and Traffic Officers	<u>3</u>	Total # of In-Car Video Cameras	<u>24</u>
Total # of Officers available for overtime enforcement	<u>35</u>	Total # of PBT's	<u>15</u>
Total # of vehicles available for enforcement	<u>35</u>	Total # of Breathalyzers	<u>2</u>

JWAYNE CAREY
Authorizing Official

Authorizing Official Signature

SHERIFF OF BOONE COUNTY
Title of Authorizing Official

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 17th day of April 20 07

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the **DWI Checkpoint/Saturation** funding grant application with Missouri Department of Transportation Office of Highway Safety for 2007/2008.

Done this 17th day of April, 2007.

ATTEST:

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

Kenneth M. Pearson
 Kenneth M. Pearson
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner



Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION

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financial assistance from the Highway Safety Division.

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government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.

Kare M Miller
County Commissioner

Rep Elm
County Commissioner

[Signature]
Presiding Commissioner



**Highway Safety
Law Enforcement Grant Application
October 1, 2007 through September 30, 2008**
(Application due by May 1)

Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

Agency: BOONE COUNTY SHERIFF'S DEPARTMENT Agency ORI#: MO0100000

Address: 2121 COUNTY DRIVE Federal Tax ID#: 436000349

City: COLUMBIA State: MO Zip: 65202 County: BOONE

Phone: 573-875-1111 Fax: 573-874-8953

Contact Person: CAPT. BEVERLY BRAUN Email: bbraun@boonecountymmo.org

Jurisdiction: Rural Jurisdiction Population: 150,000

Targeted Population: INTOXICATED DRIVERS ON BOONE COUNTY ROADWAYS
(i.e. Speeders, Aggressive Drivers, Young Drivers)

Select a project activity for which your agency is requesting funding.

Other

If Other, please briefly describe: SATURATION / CHECKPOINT COMBINATION

- | | |
|--|-----|
| 1. Does your agency have an internal safety belt policy for all personnel? | Yes |
| 2. Does your law enforcement agency have a racial profiling policy? | Yes |
| 3. Is your law enforcement agency reporting to STARS? | Yes |
| 4. Is your law enforcement agency submitting UCR information? | Yes |

Traffic Enforcement Baseline Summary

For most current 12-month period From: 1/1/2006 To: 12/31/2006
DD/MM/YYYY DD/MM/YYYY

Hazardous Moving Violations Data:

DWI Violations	<u>208</u>
Speeding Violations	<u>816</u>
Other HMV Violations	<u>761</u>

Occupant Restraint Violations Data:

Child Restraint Violations	<u>33</u>
Seat Belt Violations	<u>283</u>

Crash Data:

# Total Crashes	<u>190</u>
# Total Fatal Crashes	<u>1</u>
# Total Injury Crashes	<u>65</u>
# Total Speed Crashes	<u>62</u>
# Speed Fatal Crashes	<u>1</u>
# Speed Injury Crashes	<u>33</u>
# Total Alcohol Crashes	<u>18</u>
# Alcohol Fatal Crashes	<u>0</u>
# Alcohol Injury Crashes	<u>12</u>

Total # of full-time Law Enforcement Officers	<u>35</u>	Total # of Radars/Lasers	<u>20</u>
Total # of full-time Patrol and Traffic Officers	<u>3</u>	Total # of In-Car Video Cameras	<u>24</u>
Total # of Officers available for overtime enforcement	<u>35</u>	Total # of PBT's	<u>15</u>
Total # of vehicles available for enforcement	<u>35</u>	Total # of Breathalyzers	<u>2</u>

JWAYNE CAREY
Authorizing Official

Authorizing Official Signature

SHERIFF OF BOONE COUNTY
Title of Authorizing Official

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 17th day of April 20 07

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the **Hazardous Moving Violation** funding grant application with Missouri Department of Transportation Office of Highway Safety for 2007/2008.

Done this 17th day of April, 2007.

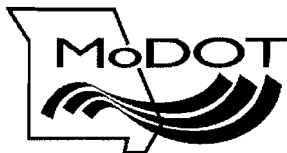
ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner



Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION

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financial assistance from the Highway Safety Division.

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government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.



County Commissioner



County Commissioner



Presiding Commissioner



**Highway Safety
Law Enforcement Grant Application
October 1, 2007 through September 30, 2008**
(Application due by May 1)

Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

Agency: BOONE COUNTY SHERIFF'S DEPARTMENT Agency ORI#: MO0100000
Address: 2121 COUNTY DRIVE Federal Tax ID#: 436000349

City: COLUMBIA State: MO Zip: 65202 County: BOONE

Phone: 573-875-1111 Fax: 573-874-8953

Contact Person: CAPT. BEVERLY BRAUN Email: bbraun@boonecountymmo.org

Jurisdiction: Rural Jurisdiction Population: 150,000

Targeted Population: ALL DRIVERS ON ROADWAYS WITHIN BOONE COUNTY
(i.e. Speeders, Aggressive Drivers, Young Drivers)

Select a project activity for which your agency is requesting funding.

Hazardous Moving Violation

If Other, please briefly describe:

- | | |
|--|-----|
| 1. Does your agency have an internal safety belt policy for all personnel? | Yes |
| 2. Does your law enforcement agency have a racial profiling policy? | Yes |
| 3. Is your law enforcement agency reporting to STARS? | Yes |
| 4. Is your law enforcement agency submitting UCR information? | Yes |

Traffic Enforcement Baseline Summary			
For most current 12-month period From: <u>1/1/2006</u> To: <u>12/31/2006</u>			
DD/MM/YYYY			
Hazardous Moving Violations Data:		Crash Data:	
DWI Violations	<u>208</u>	# Total Crashes	<u>190</u>
Speeding Violations	<u>816</u>	# Total Fatal Crashes	<u>1</u>
Other HMV Violations	<u>761</u>	# Total Injury Crashes	<u>65</u>
		# Total Speed Crashes	<u>62</u>
		# Speed Fatal Crashes	<u>1</u>
		# Speed Injury Crashes	<u>33</u>
Occupant Restraint Violations Data:		# Total Alcohol Crashes	<u>18</u>
Child Restraint Violations	<u>33</u>	# Alcohol Fatal Crashes	<u>0</u>
Seat Belt Violations	<u>283</u>	# Alcohol Injury Crashes	<u>12</u>
Total # of full-time Law Enforcement Officers	<u>35</u>	Total # of Radars/Lasers	<u>20</u>
Total # of full-time Patrol and Traffic Officers	<u>3</u>	Total # of In-Car Video Cameras	<u>24</u>
Total # of Officers available for overtime enforcement	<u>35</u>	Total # of PBT's	<u>15</u>
Total # of vehicles available for enforcement	<u>35</u>	Total # of Breathalyzers	<u>2</u>

JWAYNE CAREY
Authorizing Official

Authorizing Official Signature

SHERIFF OF BOONE COUNTY
Title of Authorizing Official

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 07


In the County Commission of said county, on the 17th day of April 20 07

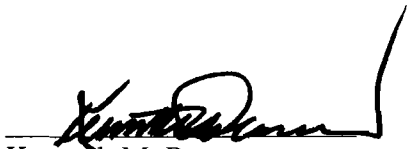
the following, among other proceedings, were had, viz:

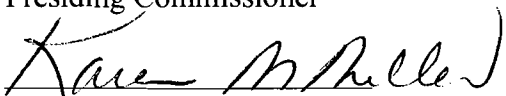
Now on this day the County Commission of the County of Boone does hereby approve the attached Certified Copy of Order for Indigent Burial.

Done this 17th day of April, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Certified Copy of Order

WHEREAS, in 1987, the County Commission formulated a policy pursuant to Section 205.630 RSMo (Commission Order 486-87) concerning the expenses for burial of indigent persons, whereby \$125.00 would be paid from the county treasury for cremation, and \$250.00 would be paid if burial was necessary, and

WHEREAS, the rate for burials and cremations has not been changed since 1987, and

WHEREAS, the County Commission through Commission Order 284-90, previously established procedures for indigent burials which the Commission wishes to incorporate into the new rate to be paid and the procedure to determine future reimbursement rates;

NOW THEREFORE, Be It Resolved:

1. The Boone County Commission does hereby set the following rates for the burial or cremation of indigent persons as follows: burial of adults \$500.00, burial of children \$350.00, cremation of adults and children \$250.00.
2. The Boone County Commission will determine future rate changes from time to time by adjusting the existing rate with the Consumer Price Index (CPI), as determined by the Federal Reserve Bank inflation calculator, and rounding to the next fifty (\$50) dollars.
3. No County moneys shall be paid for cremation or burial unless the deceased's closest next of kin shall present to the Commission an affidavit signed by said next of kin, on a form prescribed by the County Commission, stating that, to the best knowledge and belief of affiant the deceased's total possessions at the time of death were of a value less than \$500.00 and also stating that there is no next of kin known to have legal responsibility for the support of the deceased nor anyone else willing to pay the expense of burial, and unless the funeral home undertaking the cremation or burial shall present to the Commission an affidavit, on a form prescribed by the Commission, verifying that the funeral home has no knowledge of assets of the deceased which in total would amount to \$500.00 or more;
4. Funeral homes undertaking to arrange for cremation or burial of indigent persons shall before making any disposition of the body, notify the County Commission within 24 hours of the receipt of the body, whether there is any known next of kin claiming to exercise authority over the disposition of the body, and the Commission, or any one of the Commissioners, shall forthwith determine if the Missouri State Anatomical Board should be notified pursuant to the Section 194.150 RSMo, to the end that the body may be made available to an educational institution for the promotion or application of anatomical knowledge;

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. [Signature]

Title PRINCIPAL

Dated: 1-2-07

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 2/01/07

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

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.

No encumbrance required 2/20/07
Auditor by cg Date term + supply

Terracon

2007

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	44.00/hour
Services of a MODOT Certified Technician.....	55.00/hour
Services of AWS Certified Welding Inspector.....	70.00/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.....	135.00/hour
Services of Senior Principal	175.00/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.	
<u>Depth-Feet</u>	
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 ⁰ , 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/track-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
Plugging borehole with bentonite chips (max. 8" diameter)	Min. of 200.00
	5.00/foot
NOTE:	
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
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
<u>Lead/Asbestos Equipment</u>	
XRF (Lead in Paint Analyzer)	\$165.00/day
High Volume Sample Pump	35.00/day
Microscope (Phase Contrast)	30.00/day
<u>Cleaning Equipment</u>	
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	
<u>Supplied Atmosphere - Respiratory Equipment</u>	
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
<u>Shear Strength</u>	
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

	Unconsolidated	Consolidated	Drained Test
	<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

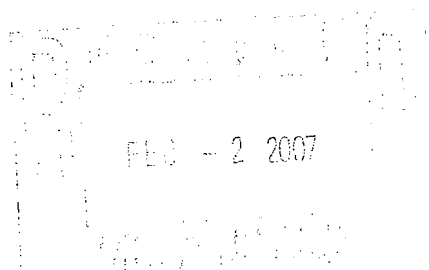
XII. ASPHALT

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).....	300.00/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



GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March, 2007, 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 Harrington and Cortelyou, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HARRINGTON AND CORTELYOU, INC.

By Mark S Huck

Title Vice President

Dated: Jan. 24, 2007

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3/1/07

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Nore
County Clerk

APPROVED

David M. B.
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.

No encumbrances required 2/20/07
Auditor by cy d Date term + supply



HARRINGTON & CORTELYOU, INC.
Consulting Engineers

BILLING RATES

January 2007

	<u>2007 Actual Salary Rates</u>	<u>2007 Billable Rates</u>
Principals		
D. M. Waltemath	50.29	144.33
K. R. Eisenbeis	49.28	141.43
Project/Senior Engineers		
M. S. Huck	46.12	132.36
E. W. Neprud	43.25	124.13
S. M. Warger	43.25	124.13
S. A. Pellegrino	39.66	113.82
M. W. Carroll	38.79	111.33
Design Engineers		
J. D. Stevenson	35.63	102.26
S. D. Shafer	34.34	98.56
J. M. Sarson	33.76	96.89
S. D. Shank	29.02	83.29
P. N. Wuertz	27.44	78.75
J. C. Tarbell	27.16	77.95
C. D. Mason	25.39	72.87
J. C. Sebolt	24.14	69.28
B. E. Falk	23.85	68.45
T. A. Cropp	23.16	66.47
A. R. Bush	22.99	65.98
Senior Technicians		
J. K. Green	31.75	91.12
J. L. Kelly	30.60	87.82
T. L. Wells	30.46	87.42
Technicians		
C. E. Burney	26.15	75.05
J. J. Jenkins	20.00	57.40
D. J. Moore	19.60	56.25
B. J. Ledford	19.37	55.59
D. L. Aguilar	11.49	32.98
J. C. Phillips	11.26	32.32
Special Consultants		
R. G. Crabtree	42.50	121.98
H. G. Jones	42.50	121.98
G. N. Pavlakis	41.00	117.67

Compensation:

We request compensation on the basis of the billable rate of employees and direct reimbursement for expenses related to the performance of the contract, including subcontracts, printing and reproduction, computer charges and automobile mileage.

Automobile rate for 2007 has been set at \$0.485 per mile.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March, 2007, 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.

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 Gyelligan

Title President

Dated: 1/26/07

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3/1/07

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. New
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.

No encumbrance required 02/20/07

Auditor by cg Date

term + supply

SCHEDULE OF SERVICES AND FEES

Project Solutions Engineering, Inc.

January 1, 2007

PRINCIPALS	<i>Per Hour</i>	\$ 145.00
ENGINEERING		
Engineer - 6		\$ 125.00
Engineer - 5		\$ 110.00
Engineer - 4		\$ 95.00
Engineer - 3		\$ 85.00
Engineer - 2		\$ 75.00
Engineer - 1		\$ 60.00
TECHNICAL SUPPORT		
Technical Support - 5		\$ 80.00
Technical Support - 4		\$ 70.00
Technical Support - 3		\$ 65.00
Technical Support - 2		\$ 55.00
Technical Support - 1		\$ 50.00
Clerical		\$ 45.00

TERMS

1. Payment Terms are net 30 days from date of Invoice, or as agreed to in writing.
2. Late payments shall incur interest at the rate of 1-½% per month on the entire late balance. Interest is calculated from the date of the Invoice and becomes due starting the 31st day after the invoice date.

REIMBURSABLE EXPENSES

Mileage @ 48.5 cents/mile	Cost
Travel & Lodging	Cost x 1.0
Printing & Reproducibles	Cost x 1.1
Miscellaneous Materials	Cost x 1.1
Testing Services	Cost x 1.1
Consultant Services	Cost x 1.0
All other project related expenses	Cost x 1.1

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1st day of March, 2007, 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 Terra Technologies, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERRA TECHNOLOGIES, INC.

By [Signature]

Title Principal

Dated: 1/26/07

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 2/01/07

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

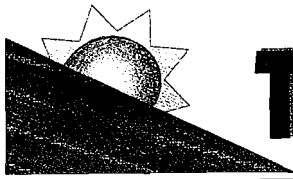
ATTEST:

[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.

No encumbrance required 2/20/07
Auditor by cg Date term + supply



TERRA TECHNOLOGIES

St. Louis, Missouri • Columbia, Missouri • Overland Park, Kansas

TERRA TECHNOLOGIES, INC. ENGINEERS / SCIENTISTS

BOONE COUNTY MISSOURI PROFESSIONAL ENGINEERING SERVICES

STANDARD HOURLY RATES

EMPLOYMENT CLASSIFICATION	HOURLY RATE
Principal	\$105.00
Senior Engineer	\$ 95.00
Biological Engineer	\$ 95.00
Assistant Engineer	\$ 65.00
Horticulturist	\$ 85.00
Wetland Scientist	\$ 85.00
Agrohistologist	\$125.00
Construction Manager	\$ 65.00
Design Technician	\$ 60.00
Secretary	\$ 35.00

EXPENSES

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, subsistence, long distance telephone, etc) incurred will be charged at cost plus 10% to cover administrative overhead. The following items will be charged as shown:

Personal and Company Vehicle: \$ 0.45/mile
Lodging/Per diem:\$115.00/day

Effective Date: January 26, 2007

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of March 2007, 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.

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. Faubey

Title V.P.

Dated: 2/7/07

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3/1/07

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. [Signature]
County Clerk

APPROVED:

David [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.

No encumbrance required 2/20/07
Auditor by cg Date 2/20/07
term + supply



Fee Schedule—2007

Rev. 01/01/07

Description	Rate ⁴ (dollars)
Principal Engineer/Scientist	\$90-190
Senior Consultants ¹	\$90-180
Senior Engineer/Scientist ¹	\$80-120
Engineer/Scientist ¹	\$55-90
Computer Specialist.....	\$55-120
Senior Technician ²	\$60-100
Technician ²	\$40-75
Communication Specialist.....	\$70-120
Support Service/Technical Manager.....	\$80-155
Support Personnel ³	\$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.

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

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

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

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



Copy Production Rate Schedule—2007

Companywide
Rev. 01/01/07
Sheet 1 of 1

Description	Rate (dollars)
-------------	-------------------

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	2.00/sq. ft.
Photo Grade	4.00/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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Rental Equipment Rate Schedule—2007
(Alphabetized)
(see general and end notes)

Rev. 01/01/07
Sheet 1 of 5

Description **Daily Rate**
(dollars)

Non-Expendable Equipment

Air Quality

Air-Cooled M5 Probe/Oven Assembly.....	300.00
Ambient SO ₂ Monitor.....	100.00
Analyzer Filter Oven.....	11.00
Analyzer Support Kit (a.).....	400.00
Anemometer.....	50.50
CO Analyzer.....	168.00
CO Cal Gases (set of 2).....	33.50
CO/O ₂ /CO ₂ Regulators (set of 2).....	17.00
Data Logger.....	33.50
Dilution Calibrator.....	200.00
Dual Pen Strip Chart.....	45.00
EPA 25 Tank/Trap Set.....	11.75
EPA 6 SO ₂ Analysis Kit.....	56.00
EPA Method 25 (TGNMO) Sampling Train.....	252.00
EPA Method 3 ORSAT Train.....	22.50
EPA Method 5 Sampling Train.....	364.00
EPA Method 5 Wet Test Meter Calibrator.....	224.00
Filter Balance (per filter).....	5.50
Gas Conditioner.....	56.00
Heated Sample Line (100').....	84.00
Heated Sample Line (150').....	100.00
Heated Sample Line (50').....	56.00
High Flow Pumps (each).....	38.00
Hivol Ambient Cal. Kit.....	22.50
Hydrocarbon Calibration Gases.....	56.00
Hydrocarbon Regulator Set.....	28.00
Low Flow Pumps (each).....	28.00
Met Station Calibration Kit.....	116.50
Midget Impinger Sample Line.....	60.00
Midget Impinger Sampling Train.....	11.00
NCASI Sample Train.....	35.00
NO _x Analyzer.....	224.00
NO _x Cal Gases (set of 2).....	33.50
NO _x /SO ₂ Regulators (set of 2).....	22.50
O ₂ /CO ₂ Analyzer.....	168.00
O ₂ /CO ₂ Cal Gases (set of 2).....	33.50
Portable Oxygen Analyzer.....	28.00
Single Pen Strip Chart Recorder.....	33.50
SO ₂ Analyzer.....	280.00
SO ₂ Calibration Gas.....	33.50
Total Hydrocarbon Analyzer.....	353.00
TRS Kit.....	100.00
TSP Hi-Vol Sampler.....	28.00
Universal Control Console (Vost Meter).....	173.50
Volumetric Air Flow Measurement Kit.....	61.00

Field Equipment

1½-inch Submersible Purge Pump.....	35.00
Alpha Water Bottle (each usage).....	3.00
Area/Velocity Flowmeter.....	12.00
Automatic Sampler with Depth Sensor and Flowmeter.....	18.00
Automatic Sampler.....	9.00
Cleaning & Calibration Certification.....	125.00



Rental Equipment Rate Schedule—2007
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/07
 Sheet 2 of 5

Description	Daily Rate (dollars)
Conductivity Meter.....	17.50
Current Meter Suspension Kit.....	55.00
Data Logger - Hermit.....	61.00
Data Transfer System.....	22.00
Depth Sensor/Flowmeter Only.....	10.00
Dissolved Oxygen Meter.....	29.00
Dissolved Oxygen/Conductivity Meter.....	38.25
Dissolved Oxygen Sensor/Data Logger System.....	30.00
Drill Rod (foot).....	2.50
Ekman Dredge.....	6.00
Electric Vacuum Pump.....	4.75
Environmental Equipment Shelter.....	2.75
Field Rugged Laptop/Pocket PC.....	25.00
Fluorimeter.....	17.50
GA-90 or GEM 2000 Landfill Gas Analyzer.....	87.00
Gas Centrifugal Pump.....	26.75
Gas Generator.....	29.00
Groundwater Hand Pump.....	14.50
Hand Vacuum Pump.....	2.30
Hand-held Velocity Flow Meter.....	40.50
Hazmat Drum Kit.....	19.75
Heavy-Duty Weed/Brush Trimmer.....	17.00
Immunoassay Field Photometer.....	61.50
Kemmerer Vertical Bottle Sampler.....	33.50
Magnetometer.....	116.00
Multi-parameter Surface Water Datalogger.....	19.75
Oil, Water Interphase Probe.....	87.00
Peristaltic Pump.....	41.75
Petite Ponar Dredge.....	14.50
pH Meter.....	27.75
Portable Colorimeter.....	34.75
Portable Doppler Ultrasonic Flow Meter.....	69.00
Portable Field Scale.....	15.00
Pressure Transducer.....	40.50
Sediment Corer (each usage).....	5.75
Seisgun.....	60.00
Soil Core Sampler/Bucket Auger.....	29.00
Soil Gas Recovery System.....	191.00
Soil Vapor Extraction System.....	133.00
Sontek ADV (Accoustic Doppler Velocimeter).....	128.00
Split Tube Soil Probe/Hand Auger.....	8.75
Stainless Steel Bailer (each usage).....	18.50
Submersible Pump.....	60.00
Temperature Datalogger.....	1.50
Tent.....	15.00
Turbidimeter.....	14.00
Underwater Viewing System.....	60.00
Water Level/Temperature Probe/Datalogger (MiniTroll or Level Troll).....	62.00
Water Quality Meter (YSI 556 MPS).....	75.00
Well Level Indicator.....	22.00
Zooplankton Net.....	7.00
Zooplankton.....	145.00
Materials and Testing	
Brass Sieve Set.....	6.00
Chlorophyll a.....	60.00
Coarse Sieve Set.....	10.00



Rental Equipment Rate Schedule—2007
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/07
 Sheet 3 of 5

Description	Daily Rate (dollars)
Concrete Air Meter	36.00
Concrete Test Hammer	40.50
DL Plus Ultrasonic Kit (37DL, 36DL, 26XTDL).....	62.00
Dual-Mass Dynamic Cone Penetrometer	50.00
Dye Penetrant Kit	22.00
Hand Vane Shear.....	98.50
Heavy-Duty Balance.....	16.00
Horizontal Sample Ejector.....	25.50
Kessler Field Moisture Oven	45.00
Laboratory Analysis.....	7.00
Laboratory Services	2.50
Liquid Limit Set.....	7.50
Magnetic Crawler	48.00
Magnetic Particle Kit.....	38.00
Metal Thickness Gauge.....	107.00
Paint Thickness Gauge	15.00
Phytoplankton.....	145.00
Platform Beam Scale.....	14.75
Pneumatic Pressure Indicator	71.50
Power Auger.....	43.00
Proctor Set	4.50
Sample Splitter.....	5.00
Sand Cone Set.....	10.00
Sinco Inclinator Probe	200.00
Soluble Reactive Phosphorus	28.00
Torvane Shear Device.....	2.50
Total Dissolved Phosphorus.....	30.00
Total Nitrogen (TN).....	40.00
Total Phosphorus (TP).....	23.00
Vibrating Wire Logger VW2104.....	24.00
Weld Inspection Equipment.....	12.00
Safety	
5-Minute Escape Pack (ELSA)	6.00
Aerosol/Dust Monitor (Miniram PDM-3 or PDR-1000)	67.75
Calibration Gas Kit	8.75
CO Monitor (ISC T82)	36.00
Combustible Gas Indicator (M40 or I.S.C. MX251).....	45.00
Combustible Gas Indicator (MSA 260/360).....	58.00
Confined Space Rescue Retrieval Equipment	295.00
Confined Space Ventilator.....	54.75
Detector Tube Pump	15.00
DL-101 11.7 eV Conversion Kit.....	20.00
Drager Chip Measurement System	75.00
Dry Cell Air Flow Calibrator.....	50.00
Flame Ionization Detector (TVA-1000).....	133.00
Flotation Worksuit.....	19.75
Full-Face Respirator.....	8.00
H ₂ S Meter (I.S.C. T40)	27.00
H ₂ S, O ₂ and LEL Meter	48.75
Half-Face Respirator	6.00
OVM 580B 11.8eV Lamp Conversion Kit.....	14.00
Photoionization Detector (OVM 580B)	110.00
Radiation Monitor	9.25
Recording Photoionization Detector (Hnu DL-101 or DL-102).....	110.00
Self-Contained Breathing Apparatus (SCBA).....	63.75
Self-Retracting Lifeline (30').....	56.00



Rental Equipment Rate Schedule—2007
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/07
 Sheet 4 of 5

Description	Daily Rate (dollars)
Sound Level Meter	48.75
Supplied Air Breathing System with SCBA.....	75.50
Survey	
16' John Boat & Trailer.....	52.00
20 HP Outboard Motor	46.50
Canoe.....	21.75
Chain Saw	23.00
Communication Radios (set).....	17.75
Differential GPS System.....	90.00
Hand Ice Auger	7.00
Hand-Held GPS/Digital Camera Kit.....	22.00
Hand-Held Laser Meter	65.00
Iron Locator	17.50
Laser Rangefinder.....	87.00
LCD Depth Locator.....	11.50
Power Ice Auger.....	30.00
Recording Depth Locator	37.00
Robotic Total Station (per hour, 4-hour minimum).....	45.00
RTK GPS Survey System (per hour, 4-hour minimum).....	55.00
Spectra Laser Level	25.00
Survey Notebook Computer	28.75
Survey Set (Level, Tripod and Rod).....	20.75
Total Station Survey Set - Complete.....	116.50
Total Station Survey Set.....	65.00
Trolling Motor and Battery.....	48.00
Vehicles and Trailers	
4WD All-Terrain Vehicle	89.50
Air Sampling Trailer.....	38.00
Heavy Trailer Mileage (in addition to vehicle mileage at IRS rate).....	0.25
Utility Trailer	35.00
Vehicle - 2WD Field.....	45.00
Vehicle - 4WD Field.....	60.00
Vehicle - Personal (c)	45.00
Vehicle - Cube Truck.....	75.00
Vehicle - Utility (b.)	35.00
Vehicle Mileage (company and personal)	IRS Rate
Communications and Imaging	
35mm Cameras (day).....	3.00
Cellular Telephones, Including Air Time (day)	11.00
Digital Camera Kit	12.00
Professional-Format Still Camera Kit	75.50
Video Camera (day)	20.00
Expendable Field Supplies	
3/8-Inch I.D. PVC Tubing (per foot).....	0.35
3/8-Inch I.D. Silicone Pump Tubing (per foot)	6.15
35mm Print Film - 12 Exposure (roll).....	3.95
35mm Print Film - 24 Exposure (roll).....	5.25
35mm Print Film - 36 Exposure (roll).....	6.85
35mm Slide Film - 24 Exposure (roll).....	7.60
35mm Slide Film - 36 Exposure (roll).....	10.50
4-mil Quart Reclosable Bag (pack of 50)	3.25
500 ml Disposable Filtration Apparatus (each)	13.00



Rental Equipment Rate Schedule—2007
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/07
 Sheet 5 of 5

Description	Daily Rate (dollars)
Acid Suit (each).....	70.00
Boot Covers (pair).....	4.05
Colorimetric Water Analysis Kit (each test).....	1.90
Compressed Air (each 300 cf).....	16.00
Compressed Air (each 45 cf).....	2.50
Detector Tubes (each).....	7.00
Disposable 35mm Camera (each).....	13.50
Disposable Panoramic Camera (each).....	11.75
Distilled Water (each).....	3.50
Dot Glove (pair).....	1.50
Encore Sampler - 25 Gram.....	10.00
Fabric Soil Sample Bag (each).....	3.75
Field Book/Construction Diary.....	18.00
Five Gallon Pail with Lid.....	8.00
Ice (per bag).....	1.50
In-Line Groundwater Filter (each).....	16.00
Lath, 4' (bundle).....	19.25
Lock (each).....	13.75
Neoprene Gloves (pair).....	3.75
Nitrile Gloves (pair).....	2.35
Paint Can, 1-Gallon Empty (each).....	1.25
Paper Towels (per roll).....	1.25
Poly-Coated Tyvek Coverall (each).....	7.75
Respirator Cartridges (each).....	12.75
Saranex Tyvek Coverall (each).....	19.00
Spray Paint (each).....	4.25
Staff Gauge (each).....	42.00
Stakes (bundle).....	16.00
Surgical Gloves (pair).....	0.30
Tyvek/Kleenguard Coverall (each).....	6.75
Viton Gloves (pair).....	50.00
Weighted Disposable Bailer (each).....	4.75
Winter Glove Liner (pair).....	3.00
Winter Gloves (pair).....	8.65

General Notes: - Applicable to all Equipment Listed on this Schedule

- 1.) Minimum rental period is 0.5 days.
- 2.) Rental charges begin on the first day the equipment is used on a project.
- 3.) Rental charges end on the last day the equipment is used on a project.
- 4.) A 25 percent weekly rate discount will apply to equipment rental for 5 or more days
- 5.) A 40 percent monthly discount will apply to equipment rental for 20 or more days.
- 6.) Equivalent equipment/models may be substituted for the items listed.

End Notes - Applicable to Only the Equipment Noted

- a.) Analyzer Support Kit includes the following: Airflow Kit, Total Hydrocarbon Analyzer, NOX Analyzer, CO Analyzer, O2 Meter, SO2 Analyzer, CO2/O2 Analyzer, Heated Sample Line (50'), Heated Sample Line (100'), Gas Conditioner, Heated Filter Box, Single Pen Recorder, Dual Pen Strip Chart, Data Logger, C3/C4 Cal Gases (set), NOX/SO2 Cal Gases (set), CO Cal Gases (set), CO2/O2 Cal Gas (set of 2), SO2 Cal Gas (set of 2), C3 Regulator Set, NOX/SO2 Regulators (set of 2), and CO/CO2/O2 Regulators (set of 2)
- b.) Vehicles older than 1997
- c.) Employee personal vehicles subjected to field, off-site, transport or other severe duty.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 07


In the County Commission of said county, on the 17th day of April 20 07

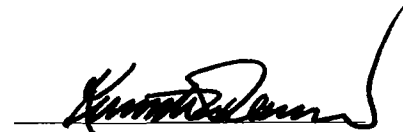
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the Option to Acquire Real Estate, as attached, between the City of Columbia and Boone County, Missouri and the Daniel Boone Regional Library Board of Trustees.

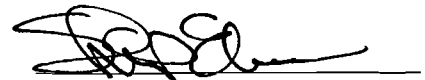
Done this 17th day of April, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

OPTION TO ACQUIRE REAL ESTATE

THIS OPTION AGREEMENT (“this Agreement” or “this Contract”) is made and entered into this 6th day of April, 2007, (“the Date of this Agreement”) by and between **the City of Columbia, Missouri**, a municipal corporation of the State of Missouri (“the City”) and **Boone County, Missouri** (“the County”) [the City and the County being hereinafter collectively referred to as “Optionor”)] and **the Daniel Boone Regional Library Board of Trustees**, a municipal corporation created pursuant to Sections 70.210 through 70.230 of the Revised Statutes of Missouri (“Optionee”).

[Optionor and Optionee may hereinafter be collectively referred to as “the Parties” and individually as a “Party”.]

RECITALS

This Agreement is made and entered into by Optionor and Optionee in view of the following facts, matters and circumstances:

Optionee is a municipal corporation created pursuant to Section 70.210 through 70.230 of the Revised Statutes of Missouri. Pursuant to such Sections of the Missouri Statutes, the Columbia Library District, the Boone County Library District (“the County Library District”), and the Callaway County Library District, have associated together for purposes of operating a regional library and regional library facilities.

Optionee, or the County Library District (pursuant to agreements between Optionee and the County Library District), is planning to build two (2) new library facilities for Optionee, with one to be in Ashland, Missouri and the other to be in the northern City of Columbia metropolitan area.

Optionee and the County Library District have determined that a parcel of land owned by Optionor, consisting of between six and ten acres of what is known as the “Atkins’ Tract,” would be an area of preference for the library site in the northern Columbia metropolitan area. The Atkins’ Tract Land is jointly owned by the City and the County, and was a gift of Tom Atkins under the condition that the land be used for youth services. Mr. Atkins supports a branch library as a youth services option, and has testified to such fact at a hearing before the County Commission of the County held in July, 2006.

Residential developments, some underway and some planned, which surround the Atkins’ Tract, have led to the planned construction of an extension of Waco Road westward from Brown Station Road to Prathersville Road (“the Waco Road Extension”). This extension will create a northern portion of the Atkins’ Tract. The northern parcel contains approximately six to ten acres, which is the parcel of specific interest to Optionee and the County Library District. Optionee and the County Library District desire to construct on such parcel a library facility of between 15,000 and 20,000 square feet, with the earliest possible date for beginning construction of such facility to be the first quarter of 2009.

The Waco Road Extension will require private landowner/developer contributions of public right-of-way and road construction, as well as contributions from the City and the County.

It is anticipated that the Atkins' Tract will be annexed into the City.

That portion of the Atkins' Tract that is the subject matter of Optionee's interest is shown and described on that plat or drawing which is attached hereto as **Exhibit A**. The land and property which will be the subject matter of the following agreements is that generally shown on **Exhibit A**. The property generally shown and described on **Exhibit A** is sometimes referred to herein as "the Land." The legal description of such Land will, subject to the determination by the Survey and the Plat hereinafter described in this Contract, but will be the Portion of the Atkins' Tract that will be located on the north side of the Waco Road Extension.

In order for the Land to be suitable for Optionee's Intended Use of the Land for the library facility hereinabove described, the following must occur:

- a. Optionee must obtain approval by the voters of an operating levy tax increase;
- b. The Waco Road Extension must be accomplished in order to provide access to the Land;
- c. The Land must be annexed into the City, or Optionee must be otherwise assured that adequate sewer services and other necessary utility services will be available to the Land;
- d. The Land must be platted and zoned, and must fall within a Zoning District of the City (if the Land is annexed to the City) or a Zoning District in the County, in order to allow for Optionee's Intended Use of the Property, as such Intended Use is hereinafter described in this Agreement.

Optionee has proposed to Optionor that Optionor agree to provide the Land to Optionee, at no cost to Optionee, but with Optionee's being required to contribute to Optionor One Hundred Sixty-five Thousand Dollars (\$165,000.00), which is a portion of the cost that it is anticipated will be incurred by Optionor for purposes of accomplishing the Waco Road Extension.

Optionee is willing to agree that the Land may be annexed into the corporate limits of the City, or may remain outside the corporate city limits, provided that all of the conditions required for Optionee's reasonable use of the Property as hereinabove described in these Recitals are satisfied.

Optionor is willing to agree to grant to Optionee the exclusive right to acquire the Land for an Option Term ending May 31, 2012, provided that Optionee will agree to use the Land for the library facility use hereinabove described, and that Optionee will contribute One Hundred Sixty-five Thousand Dollars (\$165,000.00) which will be paid to the City to partially reimburse the City for the cost of the Waco Road Extension, it being understood that the County has no present plans or intentions to pay for the Waco Road Extension costs or to share in such costs.

In order that Optionee may, before acquiring the Land, verify that all of the conditions to the use of the Land for its Intended Use have been satisfied, the Parties have agreed that Optionee should have the right and option to acquire the Land, but should not be bound to acquire the Land. Therefore, if the conditions to Optionee's use of the Land are not satisfied within a reasonable time, or another, more desirable site becomes available, Optionee may terminate this Agreement and any obligations on its part to acquire the Land and any obligations on the part of Optionor to convey the Land to Optionee, and Optionee or the County Library District may place the library facility on other property.

In view of the foregoing Recitals, the Parties, accordingly, enter into this Agreement.

NOW, THEREFORE, in view of the foregoing Recitals, the Parties hereto do hereby mutually promise, declare, covenant, state and agree as follows:

1. Definitions and Agreements. In this Agreement, the following terms shall have the following meanings and the following terms and provisions shall be in effect:

A. Business Day. The term "Business Day" means Mondays through Fridays, both inclusive, excluding secular legal holidays; meaning those legal holidays when banks are authorized or required to be closed, by federal law or the law of the State of Missouri.

B. Closing. The term "Closing" means the Closing of the Contemplated Transaction provided for by this Agreement.

C. Closing Date. The term "Closing Date" shall mean that Date and time on such date when the Closing is to occur, with the Closing Date being established by mutual agreement of Optionee and Optionor, but if they are unable to agree, then with such Closing Date to be 10:00 a.m. o'clock on the sixtieth (60th) day after Optionee has exercised Optionee's Option provided for by this Agreement, and the Contingencies described in paragraph 9 below have been satisfied or waived by Optionee; provided that if such sixtieth (60th) day is not a Business Day, then the Closing Date shall be extended to the next Business Day, at such time.

D. Contemplated Transaction. The term "Contemplated Transaction" means the exercise by Optionee of Optionee's Option to acquire the Property from Optionor hereinafter provided for in this Agreement, and the Closing of the transfer of the Property from Optionor to Optionee pursuant to the following provisions of this Agreement.

E. Contract/The Contract. All references herein to a "Contract," or "the Contract" shall mean that Contract between Optionor and Optionee which will spring into existence if Optionee exercises the Option provided for by this Agreement, in the manner provided for the exercise of such Option by the following provisions of this Agreement; it being understood that if Optionee does exercise Optionee's Option, then The Contract between Optionor and Optionee for the conveyance by Optionor to Optionee of the Property shall spring into existence, with the terms and conditions of The Contract being those hereinafter specified in this Agreement.

F. The Land. The term “the Land” shall mean and refer to a parcel of vacant land, owned by Optionor and located within that parcel of real estate acquired by Optionor, by gift from Tom Atkins, sometimes referred to as “the Atkins’ Tract,” which such Parcel will consist of the northern portion of the Atkins’ Tract to be located on the north side of the Waco Road Extension, and consists of between six and ten acres (depending on the final location and right-of-way for Waco Road), and which such Parcel is generally shown and described on Exhibit A, which is annexed to this Contract. The exact legal description of the Land shall be determined by that Survey and Plat of the Property to be obtained and provided as hereinafter described in this Agreement.

G. Notice. The term “Notice” means the giving by a Party to this Agreement to the other Party to this Agreement of any Notice provided for by or required by this Agreement, with the following provisions to be in effect as to any Notice given or communication engaged in pursuant to this Agreement:

a. Any Notice or communication must be given or engaged in writing, as oral Notices and oral communications shall be of absolutely no force or effect;

b. Any Notice given pursuant to this Agreement must be given within the time limits specified for the giving of such Notice by the following provisions of this Agreement; it being understood that time is of the essence and that the time limits for Notices provided for by this Agreement are essential to this Agreement and are the essence of the Parties’ rights and obligations under this Agreement;

c. Any Notice given pursuant to this Agreement must be given or delivered in one of the following ways:

- By FedEx, or other recognized courier service, by way of overnight delivery, addressed to the Party or individual to whom the Notice is to be sent, at the address for such Party or individual set forth in this Agreement;

- By telephone facsimile transmission to a Party’s or individual’s fax number set forth in this Agreement;

- By hand delivery of same to the Party or individual to whom the Notice is to be delivered;

- By mailing same to the Party or individual to whom the Notice is to be given, by United States mail, certified mail, return receipt requested.

Notice shall not be given or delivered in any other manner. Notice given or delivered in any such manner shall be deemed to have been given or delivered as of the date of hand delivery, or as of the date of facsimile transmission of same, or as of the date of placement of same in the United States Mail or with FedEx or other recognized courier service, as applicable. The manner of giving of Notice described in this subparagraph G shall be of the essence and Notice given in any other manner shall be without effect.

d. A Notice given to a Party to this Contract must be given by delivering such Notice (in the manner described in c above) to such Party **and** to such Parties' Attorneys, as such attorneys are identified in this Agreement.

H. Optionee. The term "Optionee" shall mean The Daniel Boone Regional Library Board of Trustees, a municipal corporation created pursuant to §70.210 through §70.320 of the Revised Statutes of Missouri, with Optionee's address, for purposes of this Contract, to be:

The Daniel Boone Regional Library
Attention: Mrs. Melissa Carr, Director
c/o Columbia Library
100 West Broadway
PO Box 1267
Columbia, MO 65205-1267

"Optionee's Attorney" for purposes of this Contract and as hereinafter identified in this Contract shall mean and refer to the following:

B. Daniel Simon
Brown, Willbrand, Simon, Powell & Lewis, P.C.
601 East Broadway, Ste. 203
Executive Building
P.O. Box 1304
Columbia, MO 65205.

I. Optionee's Intended Use of the Property. The term "Optionee's Intended Use of the Property" shall mean the use of the Property for purposes of constructing and operating and maintaining thereon a public library facility of either Optionee or the Boone County Library District ("the County Library District"), it being understood that the uses of such Library Facility ("the Library Facility"), and Optionee's Intended Use of the Property, may include the following:

a. A library facility and operation, such as that now being operated by Optionee on the southwest corner of Garth Avenue and Broadway Street in the City of Columbia;

b. A coffee shop or coffee kiosk, such as that now located within Optionee's main library facility ("Main Library Facility"), which is located on the southwest corner of Garth Avenue and Broadway Street in the City of Columbia;

c. Possibly a small café or coffee shop, which will provide coffee, soft drinks, other beverages, sandwiches, donuts, other pastry products, and other food items, primarily for patrons of the Library Facility, but which may also offer same to members of the public on a limited basis;

d. A small retail store selling books and related merchandise and other related sundry item store to patrons of the Library Facility and, on a limited basis, members of the public;

e. Other uses which would reasonably be considered to be ancillary uses for a modern up-to-date library facility, as such modern facilities now exist and as such facilities from time to time exist in the future;

it being also understood and agreed that Optionee's Intended Use of the Property will include all operations reasonably associated with a modern full service up-to-date library facility, as such facilities exist from time to time, and may also include the renting or leasing by Optionee or the County Library District of the coffee kiosk, the small café described above or the retail store described above, to commercial operators who will operate same; and it being further understood and agreed that the Land must be placed in a Zoning District which permits all of Optionee's Intended Use of the Property as hereinabove describe in this subparagraph I.

J. Permitted Exceptions. The term "Permitted Exceptions" means and refers to the following exceptions to the title to the Property:

a. Utility and drainage easements, which affect the Property, as shown by the Plat hereinafter described, and as shown on the Title Binder hereinafter described, provided that same are reasonably acceptable to Optionee; and

b. Any other easements, rights-of-way, restrictions and reservations which are now of record, or which are shown by the Plat, and which affect the Property, and which would not reasonably be expected to, in any manner or respects, substantially, materially or appreciably or unreasonably interfere with Optionee's Intended Use of the Property; provided that all such easements, rights-of-way and restrictions shall be subject to Optionee's reasonable approval; but provided further that Optionee's approval of any of same shall not be arbitrarily, unreasonably or capriciously withheld;

c. General real estate taxes for the year of the Closing;

d. The Zoning Codes and Regulations of either the County or the City, depending on whether the land is located within the County or the City at the time of the Closing; provided that same permit Optionee's Intended Use of the Property as a Permitted Use; and

e. Any other matters provided for by the Title Binder hereinafter described which are acceptable to Buyer and which not materially interfere with Buyer's Intended Use of the Property.

K. Permitted Termination. The term "Permitted Termination" shall mean and refer to a termination of:

a. This Agreement;

b. The Option in Optionee to acquire the Property pursuant to this Agreement;

c. Any Contract made between Optionor and Optionee for the acquisition by Optionee of the Property if Optionee exercises Optionee's Option to acquire the Property,

by either Optionor or Optionee, pursuant to a right of termination granted to such Party by this Agreement. If such a Permitted Termination does occur, by the act of either Optionor or Optionee, then the Parties to this Agreement shall be released of all of their duties and obligations imposed by this Agreement to each other, and this Agreement and all of its provisions shall be terminated and rendered of no further force or effect.

L. Optionor. The term "Optionor" shall mean each of the City and the County, which shall have, as their addresses, the following:

City of Columbia, Missouri
Attn: City Manager
P.O. Box 6015
Columbia, MO 65205

County Commission, Boone County, Missouri
801 East Walnut Street, Room 245
Columbia, MO 65201

M. Optionor's Attorney. All references herein to "Optionor's Attorney" shall mean and refer to both of the following:

The City's Attorney:
Mr. Fred Boeckmann, City Counselor
City of Columbia, Missouri
PO Box 6015
Columbia, MO 65205-6015

The County's Attorney:
Mr. John Patton, County Attorney
601 East Walnut, Room 207
Columbia, MO 65201

N. Optionor's Deed. The term "Optionor's Deed" shall mean and refer to a warranty deed for the Property, given by Optionor, as the Grantor, to Optionee, as the Grantee, and which conveys the Required Title to the Property to Optionee, and which contains the usual and customary warranties of title to the Property.

O. Plat. The term "Plat" shall mean and refer to a plat of the Land and of any adjacent land owned by Optionor, which is prepared and approved in accordance with the Subdivision Regulations of either the City or the County, depending on whether or not the land is located within the corporate limits of the City at the time of Closing. Such Plat is more fully described in paragraph 8 below.

P. Property. The term “Property” and the term “the Property” shall mean and refer to the Land, and all rights pertaining to the Land which are now or may become vested in the Optionor prior to the Closing of the Contemplated Transaction, including any easements, rights and other privileges appurtenant to the Land, and any rights of reverter appurtenant to the Land.

Q. Required Title to the Property. The term “Required Title to the Property” means marketable, fee simple, absolute title to the Property, free and clear of all easements, restrictions, liens, rights, titles, interests, claims and encumbrances and other exceptions, subject only to the Permitted Exceptions.

R. Survey. The term “Survey” and the term “the Survey” shall mean and refer to a Survey of the Land to be obtained and (or) paid for by Optionee, at such party’s expense, which such Survey shall be provided and obtained, as a part of the processes for the preparation and approval of the Plat, and which such Survey must be reasonably acceptable to Optionee and Optionor. Such Survey is more fully described in the provisions of paragraph 6 of this Agreement.

S. Title Agent. The term “Title Agent” shall mean and refer to Boone Central Title Company, 601 East Broadway, Columbia, MO 65201.

T. Title Binder. The term “Title Binder” shall mean and refer to a current standard ALTA form of title insurance commitment which is issued to Optionee, and which provides for a current commitment to issue to Optionee an owner’s indemnity policy of title insurance, on the Property, in the sum of One Hundred Sixty-five Thousand Dollars (\$165,000.00), which such Title Binder shall be issued through the Title Agent by a title insurance company, authorized to write title insurance in the State of Missouri, which is acceptable to and approved by Optionee, and which such Title Binder shall describe the Property and shall list Optionee as the prospective named insured, and shall show the Required Title to the Property in Optionor, subject only to the Permitted Exceptions and such additional standard, printed exceptions as customarily appear in ALTA forms of title insurance; provided, however, that with respect to the standard printed exceptions (i) the exception for the restrictive covenants shall be annotated either as “none of record” or “none of record except . . . (restrictions listed)”, and (ii) the exception for ad valorem taxes shall reflect only general real estate taxes for the current year, and shall be annotated “not yet due and payable”, and (iii) no exception shall be made for matters which would be disclosed by a Survey (provided that the First Title Binder to be issued pursuant to this Agreement may require that a Survey be provided and may indicate that any exceptions or defects revealed by the Survey when it is provided may be listed as exceptions to title and may, alternatively, provide that if no Survey is provided, then, in such event, the Title Policy to be issued pursuant to the Title Binder shall contain a standard survey exception) and (iv) no exception shall be made for any lien or right to lien for services, labor or materials previously furnished, imposed by law and not shown on the public records. When a Title Binder is delivered to Optionee, such Title Binder shall be accompanied by accurate and complete copies of all documents listed or described in the Title Binder as constituting exceptions to the title to the Property provided for by the Title Binder, and such documents shall be considered to be a part of the “Title Binder” and shall be included within the term “Title Binder.”

U. Title Insurance Policy. “Title Insurance Policy” or “Title Policy” shall mean and refer to a policy of owner’s indemnity title insurance, in the sum of One Hundred Sixty-five

Thousand Dollars (\$165,000.00), issued through the Title Agent, by the title insurance company which issues the Title Binder, and which comports, in all manner and respects, with the Title Binder.

2. Grant of Option. Optionor hereby Grants, Conveys and Confirms unto Optionee, or at Optionee's election, the Boone County Library District ("the County Library District"), the sole and exclusive option and right ("the Option") to acquire the Property from Optionor, pursuant to and upon the terms and conditions hereinafter set forth in this Agreement. The exclusive right and option ("the Option") in Optionee (or the County Library District) to acquire the Property from Optionor shall be in effect for an Option Period hereinafter described, and shall be exercisable by Optionee in the manner hereinafter described in this Agreement. If Optionee exercises the Option in the manner hereinafter described in this Agreement, then a contract ("the Contract") between Optionee or the County Library District (as they determine) and the Optionor, for the transfer of the Property, shall, subject to the Contingencies set forth in paragraph 9, come into existence, and Optionee shall acquire the Property from Optionor, and Optionor shall convey the Property to Optionee, pursuant to the following provisions of this Agreement and subject to the following provisions of this Agreement.

3. Option Period. The exclusive option and right to acquire the Property from Optionor shall be vested in Optionee only for an Option Period ("the Option Period") commencing on the date of this Agreement ("the Commencement Date") and ending at 12:00 midnight on May 31, 2012 ("the Termination Date"). In order to exercise the Option, Optionee must give to Optionor written notice of Optionee's exercise of the Option ("Notice of the Exercise of the Option") within the Option Period. If Optionee does not give to Optionor such Notice of the Exercise of the Option, within the Option Period, then the Option and all of Optionee's rights to acquire the Property from Optionor shall cease and terminate and be rendered of no further effect. If Optionee does exercise the Option, by delivering to Optionor Optionee's Notice of the Exercise of the Option, within the Option Period, then a Contract, which may sometimes be referred to herein as "the Contract," between Optionee and Optionor for the acquisition by Optionee from Optionor of the Property (subject to the Contingencies of paragraph 9 below) and the transfer by Optionor to Optionee of the Property shall spring into existence. The terms and conditions of the Contract are those set forth in this Agreement.

4. Proof of Title. If Optionee does exercise the Option within the Option Period by giving to Optionor, within the Option Period, Optionee's Notice of the Exercise of the Option, then Optionor shall, as soon as reasonably practicable following the receipt from Optionee of Optionee's Notice of the Exercise of the Option, cause to be delivered to Optionee a Title Binder as described in subparagraph T of paragraph 1 of this Agreement ("the First Title Binder"). The First Title Binder shall describe the Property and list Optionee prospective named insured, and shall show insurable title in the Property and Optionor, subject only to the Permitted Exceptions and the other exceptions in subparagraph J of paragraph 1 of this Agreement. Optionee shall have ten (10) Business Days from the receipt of the First Title Binder ("the Review Period") within which to notify Optionor of any objections Optionee has to any matters shown or referred to in the First Title Binder or to the First Title Binder. Any objections or defects Optionee has to any matters shown or referred to in the First Title Binder or to the First Title Binder of which Optionor is not so notified in writing within the Review Period shall become Permitted Exceptions for all purposes under this Agreement. If Optionee does notify Optionor of any objections to the First Title Binder or to the title evidenced

thereby or to be insured thereunder within the Review Period, then the following provisions shall be in effect:

A. Defects Capable of Correction. If the defects or objections (“Defect”) so noted by Optionee are reasonably capable of being corrected by Optionor within a period of thirty (30) days, and without the expenditure of more than Five Hundred Dollars (\$500.00) by Optionor, then Optionor shall, commencing with the date of the receipt of Optionee’s Notice of Objection to the Defect, proceed to correct the Defects and shall, in any event, cause same to be corrected within a period of thirty (30) days (“the Correction Period”) of the date of the giving by Optionee to Optionor Notice of objecting to the Defect, and, if necessary, the Closing Date shall be delayed in order to allow such time for the Correction Period, if necessary. If Optionee Exercises the Option and Optionor fails to correct such defects or objections so objected to by Optionee, within the Correction Period, then Optionee shall have the following options:

a. To terminate the Contract and this Agreement as a Permitted Termination, in which event Optionee and Optionor shall be completely released from their duties and obligations hereunder to each other; or

b. To waive the Defects and to take title to the Property subject to the Defects, which shall become Permitted Exceptions.

Optionee shall have no other rights or remedies in such event. Optionee shall make an election from Optionee's remedies hereinabove described in subparagraphs a and b, within thirty (30) days of the conclusion of the Correction Period, or by the Closing Date if it occurs earlier, and if Optionee does not make such election within such time period, then Optionee shall be deemed to have elected the remedy described in subparagraph b above, and the Contract and this Agreement shall continue in full force and effect.

B. Defects Not Reasonably Capable of Correction. If Optionee notifies Optionor, within the Review Period, of any Defects in the First Title Binder or the Title provided for thereby, and if the Defects are not reasonably capable of being corrected by Optionor within the Correction Period hereinabove described in subparagraph A of this paragraph 4, or if the said Defects are not reasonably capable of being corrected by Optionor without an expenditure of more than Five Hundred Dollars (\$500.00) by Optionor, then, in either such event, Optionee's sole options and remedies shall be either to terminate this Agreement and the Contract as a Permitted Termination or to elect to take title to the Property, subject to such Defect, which shall become Permitted Exceptions for all purposes under this Agreement. Therefore, if the Defects noted by Optionee are not reasonably capable of being corrected within a Correction Period of thirty (30) days, or are not reasonably capable of being corrected without an expenditure of more than Five Hundred Dollars (\$500.00) by Optionor, then Optionee's sole rights and options shall be either to terminate the Contract and this Agreement or to allow the Contract and this Agreement to remain in full and effect, in which event Optionee shall take title to the Property subject to the Defects, which shall become Permitted Exceptions for all purposes under this Agreement. Optionee must choose Optionee's remedy within thirty (30) days of the end of the Correction Period described in subparagraph A above, or by the Closing Date if it occurs earlier, and, in the absence of such choice, shall be deemed to have elected to take title subject to the Defects, which shall become Permitted Exceptions.

The First Title Binder shall provide that an owner's indemnity title insurance policy ("the Title Policy"), consistent with the First Title Binder, shall be issued to Optionee immediately following the recording of Optionor's Deed to Optionee.

Optionee shall further have the right to require that a final Title Binder ("the Final Title Binder") be provided by the Title Agent to Optionee, at or immediately prior to the Closing. It is required that the Final Title Binder demonstrate that there have been no adverse changes in the record status of the title to the Property since the effective date of the First Title Binder, and that any requirements or objections imposed by Optionee with respect to the First Title Binder, and which are subject to correction in the manner described in subparagraph A of this paragraph 4 have been corrected.

Optionee shall pay all costs and expenses and fees required for the obtaining of the First Title Binder, the Final Title Binder, and the premiums for the Title Insurance Policy to be issued pursuant thereto.

The above provisions of this paragraph 4 notwithstanding:

i. Optionor shall, at the Closing, provide all affidavits or similar documents required by the Title Agent issuing the First Title Binder, which are reasonably required to satisfy any reasonable title examination requirements, or title requirements, subject, however, to the provisions of subparagraph A above; and

ii. Optionee need not object to any deeds of trust, mortgages or encumbrances on the Property, as same shall, at or prior to the Closing, be paid and released by Optionor, from the proceeds of the Purchase Price or Optionor's funds. Such encumbrances shall never be a Permitted Exception.

5. Contemplated Transaction. If Optionee exercises the Option by giving Notice of the Exercise of the Option within the Option Period as hereinabove described, and the "Contract" between Optionee and Optionor for the transfer of the Property by Optionor to Optionee comes into existence as described above, then such Contract shall be deemed to provide for the transfer of the Property by Optionor to Optionee ("the Contemplated Transaction") upon the terms and conditions, and subject to the Contingencies, set forth in this Agreement.

6. Survey. If Optionee exercises the Option in the manner described above, and if Optionor has not previously procured a survey for the Land ("the Survey"), then Optionee shall, at Optionee's expense, procure a Survey of the Land. If Optionor has previously obtained the Survey, then the Survey shall be subject to Optionee's reasonable approval, but if it is approved by Optionee and the Contemplated Transaction is closed, then, at the Closing, Optionee shall reimburse Optionor for Optionor's costs of the Survey. If Optionee obtains the Survey, then the Survey shall be obtained at Optionee's expense. The Survey shall satisfy all requirements of the City and the County for those surveys required to be obtained as a part of the processes for preparation of, submission of and approval by the City, under the City's Subdivision Regulations, and the County, under the County's Subdivision Regulations, of subdivision plats. The Survey shall accurately describe the boundaries of the Land and shall also describe the acreage or area of the Land and shall accurately identify all

easements and rights-of-way which in any manner or respects affect the Land. If Optionor has obtained the Survey prior to the exercise by Optionee of the Option, then, upon the exercise by Optionee of the Option, Optionor shall submit the Survey to Optionee. If the Survey has not been obtained by Optionor prior to the exercise of Optionee of the Option, then Optionee shall provide the Survey to Optionor promptly upon its receipt. The Survey shall be performed in accordance with those standards which are customarily applicable to land surveys performed in Boone County, Missouri, and to land surveys required in connection with the platting processes of the City and the County as hereinabove described.

Once the Plat of the Survey has been delivered to Optionee:

A. Notice of Defects. If the Survey reveals Defects, which Optionee reasonably determines would adversely affect Optionor's ability to convey the Required Title to the Property to the Optionee, or which would interfere with Optionee's Intended Use of the Property, then Optionee shall give to Optionor, within no more than ten (10) Business Days following the delivery of the Survey to Optionee, or by the Closing, whichever shall first occur ("the Review Period") Notice of Optionee's objections to the Defect revealed by the Survey ("the Defects"). If Optionee does not give such Notice, then any such Defect revealed by the Survey shall be waived by Optionee and shall become Permitted Exceptions. If Optionee gives to Optionor Notice of a Defect revealed by the Survey, then the following provisions of this paragraph 6 shall be in full force and effect.

B. Defects Capable of Being Corrected. If a Defect noted by Optionee is reasonably capable of being corrected by Optionor within a period of thirty (30) days ("the Correction Period") and without an expenditure of more than Five Hundred Dollars (\$500.00) by Optionor, then Optionor shall be required to correct the Defect and shall correct the Defect, and shall cause the Defect to be corrected within the Correction Period (and the time for Closing shall be extended to allow for such Correction Period, if necessary), and if Optionor fails, to so cause any of such Defects to be corrected, then Optionee shall have the following options:

a. To terminate the Contract, and this Agreement, as a Permitted Termination, in which event Optionee and Optionor shall be released from their duties and obligations under this Agreement to each other; or

b. To waive the Defect and take title to the Property subject to the Defect, which shall become a Permitted Exception.

Optionee shall make Optionee's choice between the remedies specified in subparagraphs a and b above, within thirty (30) days of the expiration of the Correction Period, or by the Closing Date if the Closing Date earlier occurs. If Optionee does not, within such time period, make an election from between such two remedies, then Optionee shall be deemed to have elected the remedy described in subparagraph b above.

C. Defects Not Reasonably Capable of Correction. If Optionee gives Optionor Notice of a Defect in the Survey within the Review Period and any such Defect is not reasonably capable of being corrected by Optionor within the Correction Period, or without an expenditure of

more than Five Hundred Dollars (\$500.00) by Optionor, then, in either such event, Optionor shall have no duty to correct the Defect, and Optionee's sole options shall be as follows:

a. To declare the Contract, and this Agreement to be terminated, as a Permitted Termination, by delivering written Notice to such effect within ten (10) Business Days after the delivery of the Survey and after it has become apparent that the Defect cannot be corrected within the Correction Period or without such an expenditure by Optionor; or

b. To elect to take title to the Property subject to the Defect, which shall become a Permitted Exception.

If any Defects revealed by the Survey, which are noted by Optionee, are not reasonably capable of being corrected within the Correction Period or without an expenditure of more than Five Hundred Dollars (\$500.00) by Optionor, then Optionee's sole rights and options shall be those hereinabove provided for by this subparagraph C.

Any Survey shall be subject to the reasonable approval of both Optionor and Optionee.

7. Annexation and Zoning. If Optionee exercises the Option, and if the Property has not been previously annexed into the city limits of the City of Columbia, and if Optionee then so requests, then Optionor and Optionee shall immediately petition the City Council of the City for the annexation of the Land into the corporate limits of the City of the Property, and for the placement of the Property in a zoning classification which will permit and allow, as a Permitted Use and not as a Conditional Use, Optionee's Intended Use of the Property (as described in subparagraph I of paragraph 1 of this Contract, including all of the uses and operations described in such subparagraph I). Optionee, the County and the City Manager of the City shall, following the petition for such annexation, and the application for placement of the Property in the desired zoning classification, diligently undertake all actions which are reasonably required to cause the Property to be annexed and to be placed in one of such zoning classifications. If Optionee requests such annexation and zoning, then it is understood that it is essential to Optionee that the Property be annexed and that it be appropriately zoned in a proper zoning classification, so that the Property will be suitable for Optionee's Intended Use of the Property (and all uses described in subparagraph I of Paragraph 1 of this Agreement). Optionee is willing to agree to accept the placement of the Property by the City in Zoning District R-1, if Optionee receives from the City a letter addressed to Optionee by the City Counselor of the City, the City Manager of the City, the Director of the Department of Public Works of the City, and the Director of the Division of Protective Inspection of the City (as such officials exist at the time of the Exercise of the Option), that it is the opinion of such individuals (those who occupy such positions at the time of the Exercise of the Option) and each of such individuals that Zoning District R-1 allows for the use of the Land, as a Permitted Use, of Optionee's Intended Use of the Property, as described in subparagraph I of paragraph 1 of this Contract, including all of the uses and operations and potential uses and operations as described in such subparagraph I. Alternatively, Optionee will agree to the placement of the Land, by the City, in Zoning District C-P, if it is the conclusion of such officials of the City that Zoning District R-1 will not allow all of such Optionee's Intended Uses of the Property (including all of the uses and operations as described in subparagraph I of paragraph 1 of this Contract) as a Permitted Use, and Optionee will further agree that if the Land is placed in Zoning District C-P, the ordinance placing

the Land in such Zoning District may describe, as the permitted uses of the Property and the uses to which the Property is restricted, any use permitted in Zoning District R-1, together with Optionee's Intended Use as described in subparagraph I of paragraph 1 of this Contract (including all of the uses and operations described in such subparagraph I).

8. Platting. If the Property has not, as of the date when Optionee exercises Optionee's Option to acquire the Property, been appropriately identified by subdivision plat as a lawful lot (by a subdivision plat processed under the Subdivision Regulations of the County or the City, as the case may be), then Optionee shall cause to be prepared, and to be submitted to the City or the County, as the case may be, a Plat which identifies the Property as a lawful Lot of the City or the County, as the case may be. Such Plat shall be prepared and submitted by Optionee at Optionee's expense. If such Plat includes other parts of the Atkins' Tract the cost of the Plat shall be equitably prorated between Optionor and Optionee.

9. Contingencies. If Optionee exercises the Option, then the Contract and the agreements between the Parties for the transfer of the Property from Optionor to Optionee shall be subject to the following Contingencies ("the Contingencies"):

A. No Environmental Hazards. Optionee, at Optionee's option, may require an Environmental Assessment, and if Optionee elects to obtain same, Optionee must have received, at Optionee's expense, an Environmental Assessments which indicates to Optionee that the Property does not contain any Environmental Hazards or conditions which would in any manner or respects interfere with Optionee's Intended Use of the Property, and which indicate that there are no "Environmental Hazards" upon or affecting the Property, with the term "Environmental Hazards" meaning the following:

i. There exists upon or with respect to the Property or any part thereof any environmentally hazardous or dangerous condition of any kind; or

ii. There has occurred within the Property or any part thereof any use of the Property or part of the Property as a dumping ground for hazardous waste or hazardous substances or use of any part of the Property as a landfill or for any disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escape of any environmentally hazardous substance or hazardous substances, contaminants or pollutants; or

iii. Any part of the Property has been used for a gasoline service station or filling station or similar operation, or there is or has been located within any part of the Property any underground storage tank for the storage of gasoline, any petroleum product, or any other environmentally hazardous or dangerous substance; or

iv. Any part of the Property is listed or proposed for listing or is threatened to be listed on the National Priorities List by the Environmental Protection Agency of the United States or on the Missouri Registry of Abandoned or Uncontrolled Hazardous Waste Sites, or that any discussions with any state or federal officials concerning the possibility of any such listing has occurred; or

v. There has occurred, within the Property, or at any location which affects or might affect the Property, any disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escape of any hazardous substance, pollutant or contaminant (as those items are defined in 42 U.S.C. § 6901), or that there has existed within the Property, or at any location affecting the Property, any facility or site which is or has been used for the treatment, disposal, storage, leaking, spilling, placing or escape of any hazardous waste (as defined and described in the Resource Conservation Recovery Act, 42 U.S.C. § 6901-6987); or

vi. Any part of the Property is or has been used as a landfill or any part of the Property or the soil in or beneath the Property is or has been chemically contaminated, or that gasoline, petroleum or any other contaminant is or has been stored or transmitted in, or has leaked upon or beneath, any part of the Property; or

vii. Any improper discharge of sewage is occurring from the Property or any part of the Property, or upon the Property.

B. Soil Tests and Geotechnical Tests and Subsurface Investigations. Optionee may elect to require soil tests, and if Optionee does so, Optionee must have received evidence satisfactory to Optionee that the soil conditions, subsurface conditions and geotechnical conditions which exist upon and beneath the Property do not contain any conditions which will substantially interfere with, or adversely affect, Optionee's Intended Use of the Property in the manner desired by Optionee, or the development of any part of the Property in accordance with Optionee's Intended Use of the Property.

C. Title/Survey. Optionee must have received the Initial Title Binder and the Survey, and the conditions of paragraphs 4 and 6 of this Agreement with respect to the Initial Title Binder and the Survey must have been satisfied.

D. Roads and Utilities. The Waco Road Extension must have been completed, and sewer lines, water lines, electrical lines and other utility lines which are required to provide the necessary sewer and utility service for the Property must have been extended to the Property, or Optionee must have received evidence, reasonably satisfactory to Optionee, that the Waco Road Extension will be completed within such time as reasonably required by Optionee, and that the required sewer lines, water lines, electrical lines and other utility lines and facilities required to provide necessary sewer and utility service to the Property will be extended to the Property within a time that is suitable to Optionee. However, it is understood that neither the City nor the County obligates itself or shall be obligated to extend sewer lines or any utility lines to the Property and that neither of them represents or agrees that such lines will be extended to the Property.

E. Annexation. If Optionee requests that the Land be annexed into the corporate limits of the City, the annexation of the Land into the corporate limits of the City must have been accomplished.

F. Zoning. The Land must be placed within or must have been placed within or be within a zoning district which will permit Optionee's Intended Use of the Property.

G. Plat. The Plat must have been prepared and approved by the City, if the Property is located within the boundaries of the City or otherwise by the County, in order that the Property shall be a lawfully identified lawful lot under the applicable Subdivision Regulations, and such Plat must be acceptable to Optionee.

If Optionee exercises Optionee's Option as hereinabove described in this Agreement, and if any of the Contingencies hereinabove described in this paragraph is not satisfied to Optionee's reasonable satisfaction, and is not waived by Optionee, by the one hundred eightieth (180th) day following the exercise by Optionee of the Option ("the Contingency Period"), then, at Optionee's election, the Contract between Optionee and Optionor for the conveyance by Optionor to Optionee of the Property, and all of the provisions of this Agreement, shall be canceled and terminated as a Permitted Termination and Optionor and Optionee shall be released from their duties and obligations under this Agreement to each other. If Optionee does not deliver to Optionor, within such Contingency Period, Notice of the Termination of the Contract and of this Agreement, then Optionee shall be conclusively deemed to have determined that each of the Contingencies has been satisfied to Optionee's reasonable satisfaction, or that any of such Contingencies which has not been satisfied has been waived, and the Parties shall proceed to close the Contemplated Transaction.

10. Closing. The Closing of the Contemplated Transaction shall occur at the offices of the Title Agent at 10:00 a.m. o'clock on the Closing Date, unless Optionor and Optionee agree, in writing, to a different time, date or place of Closing.

11. Duties at Closing. At the Closing of the Contemplated Transaction:

a. Optionor shall convey to Optionee, by Optionor's Deed to Optionee, the Required Title to the Property; and

b. Optionee shall contribute to the City the sum of One Hundred Sixty-five Thousand Dollars (\$165,000.00), to compensate the City for a portion of the City's costs incurred in accomplishing the Waco Road Extension (the County and the City have agreed that such sum shall be paid to the City to reimburse the City for part of the City's costs in providing the Waco Road Extension across the Atkins Tract); it being recognized that the County has no present intentions or plans to pay any portion of the cost of Waco Road Extension.

12. Proration and Taxes. Since the Property is held by two tax exempt entities and is real estate tax exempt, there is need be no proration of real estate taxes at the Closing.

13. Rights in Optionor to Reacquire Property if Facility Not Constructed. If Optionee acquires the Property from Optionor, but Optionee elects to sell the Property to another person or party prior to Optionee's constructing any improvements on the Property, then Optionee shall grant to Optionor a one hundred eighty (180) day right (i.e., 180 days before Optionee contracts with another party to make such sale) to reacquire the Property from Optionee by reimbursing to Optionee the One Hundred Sixty-five Thousand Dollar (\$165,000.00) paid by Optionee to Optionor at the Closing, as hereinabove described in this Contract. Such sum shall be reimbursed to Optionee, without interest. Optionee shall extend to Optionor such right to reacquire the Property for such sum, by giving to Optionor Notice of Optionee's intentions to convey the Property to another party,

which such notice shall be given not less than one hundred eighty (180) calendar days before Optionee enters into any binding agreement which will bind Optionee to convey the Property to another party and shall state and itemize the sums to be paid by Optionor. Optionor may, at any time during such one hundred eighty (180) day time period, give to Optionee Notice that Optionor elects to reacquire the Property from Optionee pursuant to the provisions of this paragraph. If Optionor does not deliver to Optionee such Notice of intention to reacquire the Property from Optionee, within such time period, then Optionee may thereafter, at any time of its choosing, convey the Property to any person or party of its choosing, on any terms and conditions of its choosing. If Optionor does elect to reacquire the Property within such time period, then Optionee shall provide to Optionor, at Optionee's cost, a Title Binder which demonstrates that Optionee continues to hold good title to the Property, equivalent to the title to the Property which existed at the time when the Property was conveyed by Optionor to Optionee. Optionee and Optionor shall then, as soon as practicable, schedule a Closing, at which such Closing Optionee shall convey to Optionor good title to the Property, equivalent to the title to the Property which was conveyed by Optionee to Optionor, by Optionee's general warranty deed, and Optionor shall pay to Optionee the sum to be paid to Optionee as hereinabove described in this paragraph 13.

14. Optionor's Right/Option to Reacquire Property If Optionee, After Building a Library Facility Thereon, Decides to No Longer Use the Land and Such Facility as a Library, But Desires to Sell it to Another Party. If, at any time after Optionee has exercised the Option, and has acquired the Property, and has caused a Library Facility and other improvements (collectively, "the Improvements") to be placed on the Property, Optionee makes a decision that Optionee will no longer use the Property for a Library Facility, and that Optionee is going to abandon the use of the Property as a Library Facility and is going to dispose of the Property by sale or conveyance to another person or party for valuable consideration, then Optionor shall have a right and option ("Optionor's Option") to repurchase the Property (including the Land and the improvements, all collectively referred to as "the Property") from Optionee. Such Optionor's Option shall be in effect during the Term hereinafter set forth in subparagraph A of this paragraph 14, and shall be upon the following terms and conditions to which the Parties hereby agree (the Parties hereby further mutually promising, contracting, covenanting, declaring and agreeing as follows):

A. Term. Optionor's Option shall be in effect for a Term ("the Term") commencing on the date when Optionee acquires title to the Property from Optionor. Such Term shall thereafter continue in full force and effect, until it is terminated in accordance with the following provisions of this paragraph 14. Optionor's Option shall exist during the entire Term.

B. Description of Option. If Optionee, at any time after it has placed Improvements on the Property, determines that Optionee is no longer going to use the Property for a Library Facility, and is going to abandon the use of the Property as a Library Facility, and that Optionee is going to dispose of (or is going to attempt to dispose of) the Property by sale of the Property or conveyance of the Property to any transferee for valuable consideration, then Optionee must immediately Notify Optionor, in writing, of such determinations by Optionee, and Optionor's Option shall spring into full force and effect. Such Option shall give to Optionor the right and option to acquire the Property from Optionee, for an Option Price as hereinafter set forth in this paragraph 14. Optionor's Option, and such right in Optionor to reacquire the Property from Optionee, shall be binding upon Optionee and its successor and assigns and transferees, and shall run with the Property;

provided, however, that if Optionee gives to Optionor Notice of Optionee's intention to terminate the use of the Property as a Library Facility and to sell or transfer the Property to another person or party or to seek to sell or convey the Property to another person or party ("Optionee's Offering Notice"), and Optionor does not elect to purchase the Property, for the Option Price hereinafter described, by an affirmative Reply Notice, (as described in the following provisions of this paragraph 14) given by Optionor to Optionee within one hundred eighty (180) calendar days of the delivery by Optionee to Optionor of Optionee's Offering Notice, and Optionee, thereafter, within two (2) calendar years of the date of delivery of the Optionee's Offering Notice to Optionor, transfers the Property to a purchaser, for valuable consideration, then, in such event, Optionor's Option and right to purchase the Property provided for by this paragraph 14, shall be canceled, terminated and rendered of absolutely no further force or effect.

C. Notice of Option and Reply Notice.

a. Offering Notice. If Optionee does intend to terminate the use of the Property for a Library Facility, and to abandon the use of the Property as a Library Facility, and to sell or convey, or to seek to sell or convey, the Property to another person or party, for valuable consideration, or shall intend to list, advertise or offer the Property for sale, for valuable consideration, to another person or party, then Optionee shall first deliver to Optionor Optionee's "Offering Notice." Such Offering Notice shall constitute an Offer by Optionee to sell the Property to Optionor for the Option Price and upon the terms and conditions hereinafter set forth in this paragraph 14, and must refer to this paragraph 14.

b. Reply Notice. Within one hundred eighty (180) days of the delivery from to Optionor of Optionee's Offering Notice, Optionor shall deliver to Optionee a "Reply Notice." If Optionor, by Optionor's Reply Notice, accepts the Offer of Optionee as set forth within the Offering Notice, then a Contract ("the Contract") between Optionor and Optionee, for the sale by Optionee to Optionor and the purchase by Optionor from Optionee of the Property, for the Purchase Price and upon the terms and conditions hereinafter specified in this paragraph 14, shall spring into full force and shall be in full force and effect, and the Parties shall perform in accordance with the terms and conditions of such Contract.

c. No Acceptance. If Optionor does not accept the Offer of Optionee, as set forth in the Offering Notice, by delivering to Optionee the Reply Notice within the one hundred eighty (180) day time period specified above, then Optionee shall be free to sell or attempt to sell the Property to any person or parties of its choice, for any price of its choosing, and upon any terms and conditions of its choosing, provided only that the closing of the sale shall occur within two (2) calendar years after the delivery by Optionee to Optionor of the Offering Notice. If such closing of such sale does not occur within such time period, then Optionor's Option shall again spring into full force and effect, upon the same terms as are set forth in this paragraph 14.

d. Definition of Offering Notice. "Optionee's Offering Notice" means a written Notice from Optionee to Optionor, which identifies the Property, and which states that Optionee that Optionee will cease to use the Property for a Library Facility and intends to abandon the use of the Property as a Library Facility, and intends to sell or convey, or to seek to sell or convey, the Property to other persons or parties, or another person or party, or to advertise the

Property for sale, or list the Property for sale, or to otherwise offer or market the Property for sale, which such Offering Notice shall specifically refer to this Agreement and the provision of this paragraph 14 and shall state that it constitutes an Offer (“the Offer”) to sell the Property to Optionor for the Option Price and upon the terms and conditions specified in this paragraph 14.

e. Reply Notice. “Reply Notice” means a written Notice from Optionor to Optionee stating that Optionor either accepts or rejects the Offer made to Optionor by Optionee by way of Optionee’s Offering Notice.

f. Contract. “Contract”, as used in this paragraph 14, means a Contract for the sale and purchase of the Property, which shall come into full force and effect, if Optionor delivers to Optionee an affirmative Reply Notice within the one hundred eighty (180) day time period hereinabove specified in this paragraph 14, which such Contract shall constitute a binding contract and agreement between Optionor and Optionee for the sale by Optionee to Optionor of the Property and the purchase by Optionor from Optionee of the Property, for the Option Price and upon the terms and conditions set forth in this paragraph 14.

g. Failure to Deliver Reply Notice. If Optionee gives to Optionor an Offering Notice and Optionor fails to deliver to Optionee a Reply Notice within one hundred eighty (180) days from the delivery to Optionor by Optionee of an Offering Notice, then Optionor shall be conclusively deemed to have delivered a Reply Notice stating that Optionor does not accept the Offer made by way of Optionee’s Offering Notice and shall be deemed to have rejected such Offer, and Optionee may thereafter seek to sell the Property or sell the Property to any persons or parties of its choosing, for any Purchase Price which is acceptable to Optionee, and upon any terms and conditions which are acceptable to Optionee, but if the closing of a sale of the Property to another person or party by Optionee does not occur within two (2) calendar years of the delivery by Optionee to Optionor of Optionee’s Offering Notice, then Optionor’s Option shall again come into full force and effect upon all of the terms and conditions set forth in this paragraph 14.

D. Continuing Right. Optionor’s Option set forth in this paragraph 14 shall be a continuing right and shall continue in existence for the Term, but the Term shall be terminated if Optionee gives to Optionor Optionee’s Offering Notice, and Optionor does not, within one hundred eighty (180) days of the delivery by Optionee to Optionor of Optionee’s Offering Notice deliver to Optionee an affirmative Reply Notice, and Optionee, thereafter, closes on a sale of the Property to another person or party within two (2) calendar years of the date of the delivery by Optionee to Optionor of Optionee’s Offering Notice.

E. Exceptions to Option. Optionor’s Option shall not apply to, nor operate with respect to:

a. Encumbering of the Property by Optionee by a deed of trust or other encumbrance, collateralizing and securing Optionee’s obligations to repay funds which are borrowed or provided to Optionee to pay the costs or a part of the costs of the construction of, or expansion or improvement of the Library Facility; or

b. A conveyance of the Property to or acquisition of the Property by the County Library District, the Columbia Library District, or any other public library district, which will continue the use of the Property for continuing use as a Library Facility and for Optionee's Intended Use of the Property as described in this Contract; or

c. Any merger of Optionee into any other public library district, with the Property to continue to be used for such use; or

d. Any foreclosure or conveyance by deed in lieu of foreclosure under any mortgage or deed of trust on the Property, as described in subparagraph a above [and if any such foreclosure or conveyance in lieu of foreclosure occurs, then Optionor's Option shall be canceled, terminated and rendered of no further force or effect].

F. Intention to Convey to Any Other Person or Party for Use Other Than as a Library Facility Without Valuable Consideration. If Optionee, during the Term, determines that Optionee will convey the Property to any person or party whomsoever, without payment by such person or party of valuable consideration for the conveyance (meaning the Property is to be given away or donated), then Optionee shall be required to convey the Property to Optionor without payment of valuable consideration; subject, however, to the exceptions set forth in subparagraph b. of subparagraph E. above.

G. Option Price. If Optionor delivers to Optionee an affirmative Reply Notice and the Contract comes into full force and effect, then the Purchase Price to be paid by Optionor to Optionee for the Property shall be an "Option Price." The "Option Price" shall be an amount determined as follows:

a. The then current fair market value of the Property, meaning the Land and the Improvements, shall be determined;

b. The amount determined pursuant to subparagraph a shall be reduced by One Hundred Sixty-five Thousand Dollars (\$165,000.00), with the amount determined thereby (i.e., the amount determined by reducing such amount by \$165,000) to be the Option Price.

The intention that Optionor will pay to Optionee as the Option Price the fair market value of the Property; reduced by One Hundred Sixty-five Thousand Dollars (\$165,000.00). Therefore, the fair market value of the Property, including the Land and Improvements, shall be determined, the resulting amount shall then be reduced by One Hundred Sixty-five Thousand Dollars (\$165,000.00), giving the Option Price. Optionee and Optionor shall seek to agree upon the Option Price, or the fair market of the value and of the Property. If they are unable to do so, then they shall proceed as follows:

a. If they are to able to agree upon the identity of an MAI certified Appraiser who will determine the fair market value of the Property, then such appraiser shall be employed to make these determinations and the determinations of such Appraiser shall be binding upon Optionor and Optionee.

b. If Optionor and Optionee are unable to agree upon the identity of such an appraiser, then Optionee shall identify an MAI certified real estate Appraiser, and Optionor shall identify such an MAI certified real estate Appraiser, and the two MAI Appraisers so identified by Optionor and Optionee shall select a third Appraiser, who shall also be an MAI certified Appraiser, and the Option Prices determined by the three Appraisers shall be averaged, thereby giving the Option Price. The determination of the Option Price by the use of the three appraisers shall be binding and conclusive.

If a single Appraiser is used the Parties shall share such Appraiser's fees, equally. If three Appraisers are used Optionee shall pay the fees of the Appraiser selected by Optionee and Optionor shall pay the fees of the Appraiser selected by Optionor and the Parties shall share the fees of the third Appraiser, equally.

If a Contract for the sale and purchase of the Property is made, then Optionor shall pay to Optionee, as the Purchase Price for the Property, the Option Price determined in accordance with the provisions of this subparagraph G.

H. Other Terms and Conditions of Sale. If a Contract for the purchase and sale of the Property between Optionee and Optionor comes into existence, pursuant to the provisions of this paragraph 14, then the other terms and conditions of the Contract shall be as follows:

a. Purchase Price. The Purchase Price shall be the Option Price as hereinabove described in this paragraph 14.

b. Required Title. Optionee shall, at the Closing, convey the Property to Optionor by Optionee's general warranty deed, containing usual and customary warranties, subject only to the Permitted Exceptions described in subparagraph J of paragraph 1 of this Contract.

c. Title Insurance. Optionee shall deliver to Optionor, prior to the Closing, a Title Binder, as described in subparagraph T of paragraph 1 of this Contract, for an owner's indemnity policy of title insurance on the Property, running in favor of Optionor, in the sum of the Option Price, which such Title Binder shall be issued through a title agent, by a title insurance company authorized to write title insurance in the State of Missouri, which are acceptable to Optionor. The Title Binder shall satisfy all requirements of subparagraph T of paragraph 1 of this Contract. Optionor shall have a "Review Period," as described in paragraph 4 of this Contract, commencing with the date of delivery of the Title Binder, and ending with the Closing; provided, however, that unless such time limit is waived by Optionor, Optionor shall have a Review Period of not less than ten (10) business days (Mondays through Fridays, excluding secular legal holidays) and, if necessary, the Closing shall be delayed to allow for such Review Period. If Optionor makes an objection to the Title Binder or the title to the Property evidenced thereby, then all of the provisions of paragraph 4 of this Contract shall be in full force and effect, with all references to "Optionee" in such paragraph 4 to mean and refer to "Optionor" and all references in such paragraph 4 to "Optionor" to mean and refer to "Optionee."

d. Due Diligence. Optionor shall have the right, during a "Due Diligence Period," which shall commence as of the date of Optionor's Reply Notice to Optionee, and shall end

on the ninetieth (90th) day following the date of such Reply Notice, within which to cause such Environmental Assessments of the Property, such land surveys of the Property, such engineering and structural investigations and assessments of the Property, and all other assessments and investigations of and with respect to the Property as it desires to cause to be performed, and if it determines within such Due Diligence Period that the results of any of such surveys, assessments or investigations are unacceptable to Optionor, then Optionor may terminate the Contract and Optionor's Option, as a Permitted Termination, or may waive any defect or problem revealed by the surveys, assessments or investigation. If Optionor does not notify Optionee within such Due Diligence Period of a termination of the Contract, then the Contract shall continue in full force and effect.

e. Permitted Termination. If Optionor elects to terminate the Contract as a Permitted Termination, Because of Defect in the title, as described in paragraph 4 of this Contract, or because of a determination by Optionor that any of the results of any survey or investigation or assessment performed or caused to be performed with respect to the Property by Optionor are unacceptable to Optionor, then the Contract and Optionor's Option shall be canceled and terminated and rendered of no further force or effect, and Optionor's Option shall not thereafter be reinstated to force and effect for any cause or reasons whatsoever.

f. Closing. The Closing of the Purchase and Sale of the Property shall occur on a date and at a time and at a location mutually acceptable to Optionor and Optionee, but if they cannot agree upon a location for the Closing, then the Closing shall occur at the offices of the City Manager of the City, and if they cannot on a date and time for the Closing, then the Closing shall occur on the tenth (10th) Business Day after the conclusion of the Due Diligence Period. At the Closing, Optionee shall deliver to Optionor Optionee's deed for the Property hereinabove described in this subparagraph H, and Optionor shall pay the Option Price to Optionee by bank cashier's check or any other form of remittance which is acceptable to Optionee.

15 Notice of Option Rights. Optionor shall be permitted to cause to be prepared, in recordable form for recording in the Real Estate Records of Boone County, Missouri, and to require that Optionor and Optionee execute at the Closing of the Contemplated Transaction, such Notices of Optionor's Option rights as are described in paragraphs 13 and 14 of this Contract, as Optionor desires to cause to be prepared and recorded. Optionee shall be required to execute any such Notice, or to execute any declaration of restrictive covenants which embodies Optionor's Option rights set forth in such paragraphs as Optionor desires to require be executed by the Parties, at the Closing of the Contemplated Transaction.

16. Restrictions on Use. Optionor shall be permitted to require, at the Closing, that the Property be subject to a restriction on its use, so long as the Property is owned by Optionee, the Boone County Library District or any other library district, restricting the use of the Property to Optionee's Intended Use of the Property as described in subparagraph I of paragraph 1 of this Contract; meaning that the intention of the Parties is that, so long as Optionee or any other library district owns the Property, it must be used for a public library facility and those other uses described in subparagraph I of paragraph 1 of this Contract. If, however, the Property is acquired by Optionee and is thereafter sold by Optionee to another person or party after Optionee gives to Optionor the rights or Options provided for by either paragraph 13 or paragraph 14 above, whichever is then

applicable, then the restriction on use of the Property provided for by this paragraph 16 shall be canceled, terminated and rendered of no further force or effect. The restrictions on use provided for by this paragraph 16 shall also be canceled and terminated if Optionee encumbers the Property with a mortgage or deed of trust to secure borrowings for or obligations for the repayment of funds used for the construction, expansion or improvement of the Library Facility to be placed upon the Land, and because of a default thereunder, there is a foreclosure or deed in lieu of foreclosure under such mortgage or deed of trust. If there is such a foreclosure or deed in lieu of foreclosure under any such deed of trust or mortgage, then the restrictions on use provided for by this paragraph 16 shall be of no further force or effect. Optionor shall have the right to require that the restrictions on use set forth in this paragraph shall be appropriately memorialized in Optionor's deed to Optionee, or, alternatively, in a separate declaration of restrictions, which shall be recorded in the Real Estate Records of Boone County, Missouri, at the Closing of the acquisition of the Property by Optionee.

17. Assignment to County Library District. Optionee shall have the right to assign all of its rights, and all of its obligations under this Agreement, to the County Library District. If such assignment is made, then Optionee shall be released and discharged from its duties and obligations under this Agreement, and the County Library District will succeed to all of the Optionee's rights, duties and obligations provided for by this Agreement.

18. Waiver of Further Warranties. If the Option is exercised and the Contract comes into existence, then, subject only to paragraph 19 below, the Closing of the Contemplated Transaction provided for by this Agreement, and the acceptance by Optionee of Optionor's deed to Optionee for the Property shall constitute full and complete acceptance by Optionee of the Property, and all of the parts and components of the Property, in the same condition in which same are then found (and in their then existing **AS IS** condition), and Optionor shall not be deemed to have made to Optionee any further or continuing warranties, representations, statements or guarantees of any kind or nature whatsoever, concerning any physical condition, quality or characteristic of Property. The provisions of paragraph 19 shall, however, continue in full force and effect.

19. Following Closing. If Optionee acquires the Property from Optionor prior to:

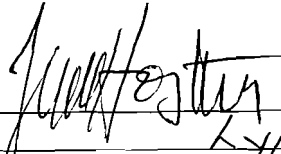
a. The annexation of the Property into the city limits of the City, if Optionee desires that the Property be annexed into the city limits of the City, or prior to the placement of the Property in a zoning classification which will permit the Property to be used for Optionee's Intended Use of the Property, then Optionee and Optionor agree to thereafter continue to pursue those reasonable efforts required to cause the Property to be annexed and so zoned;

b. The platting of the Property, then Optionee and Optionor agree to diligently pursue those efforts required to cause the Property to be platted as described above.

20. Entire Agreement. This Agreement contains the entire and complete agreement between Optionor and Optionee with respect to the Option, and the Contemplated Transaction, and the Property, and the acquisition of the Property by Optionee from Optionor. All other contracts, agreements, undertakings, understandings or statements entered into or made by either Optionor or Optionee with respect to such subjects or matters to the extent not set forth in this Agreement are hereby canceled, terminated and rendered of no further force or effect.

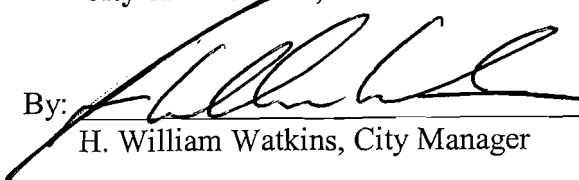
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**OPTIONEE:
Daniel Boone Regional Library Board of Trustees**

By: 
Name Printed: Lynn Hostetler
its president

**OPTIONOR:
City of Columbia, Missouri**

(City Seal of City)

By: 
H. William Watkins, City Manager

ATTEST:


Sheela Amin, City Clerk

Approved as to legal form:


Fred Boeckmann, City Counselor

Boone County, Missouri

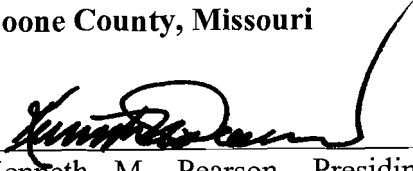
By: 
Kenneth M. Pearson, Presiding Commissioner,
County Commission, Boone County, Missouri

Exhibit A - Legal Description

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 6th day of April, 2007, comes Lynn Hostetler,
to me personally known, who being by me first duly sworn, did state that he is president

of Daniel Boone Regional Library Board of Trustees and, as such, is duly authorized to execute the foregoing document in the name of and on behalf of such entity, and that he has executed the foregoing document in the name of and on behalf of such entity, acting in his capacity as president of such entity, and has done so by authority granted to him by the Board of Trustees of Daniel Boone Regional Library, and that the foregoing document represents the binding act, contract and deed of Daniel Boone Regional Library.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal on the day and year hereinabove first set forth.

Susan M. Fuller

Susan M. Fuller, Notary Public
Boone County, State of Missouri
My Commission Expires 8/16/2009
Commission Number 05529622

Boone County, State of Missouri
My commission expires: 8-16-09.

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 19 day of April, 2007, comes H. William Watkins, to me personally known, who being by me first duly sworn, did state and acknowledge that he is the City Manager of the City of Columbia, Missouri, a municipal corporation of the State of Missouri, and that as such, he is duly authorized to execute the foregoing document in the name of and on behalf of said City, by authority granted to him by the City Council of the said City, and that he did execute the foregoing document in the name of and on behalf of the said City, by authority granted to him by the City Council of the said City, and that he did execute the foregoing document in the name of and on behalf of the said City, and that the foregoing document represents the binding act, contract and deed of the said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal on the day and year hereinabove first set forth.

Carol A. Rhodes

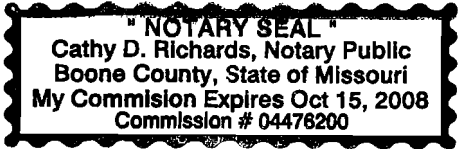
Carol A Rhodes - Notary Public
Notary Seal for State of
Missouri - Boone County
My Commission Expires 5/30/2008

Boone County, State of Missouri
My commission expires: 5/30/08.

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 17th day of April, 2007, comes Kenneth M. Pearson, to me personally known, who being by me first duly sworn, did state and acknowledge that he is the Presiding Commission of the County Commission of Boone County, Missouri, a Missouri county; that as such, he is duly authorized, in such capacity, by the affirmative vote of the County Commission of Boone County, Missouri, to execute the foregoing document in the name of and on behalf of said County, and that he did execute the foregoing document in the name of and on behalf of the said County. and that the foregoing document represents the binding act, contract and deed of the Boone County, Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal on the day and year hereinabove first set forth.



Cathy D Richards
Cathy D Richards, Notary Public
Boone County, State of Missouri
My commission expires: 10/15/2008.

Daniel Boone Regional Library • Boone County Library District

Possible Northern Branch Site

