

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

4th day of April

20 05

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

Now on this day the County Commission of the County of Boone does hereby enter into the following order:

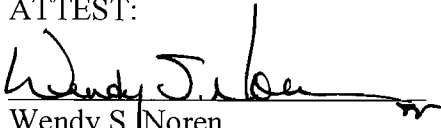
That the county road located in Rocky Fork township in the SW1/4 of the NE1/4 of section 6, township 50 north, range 11 west, Boone County, Missouri, and more particularly described in the petition for vacation attached hereto should be vacated, the county commission finding that:

1. All jurisdictional requirements have been met and that no written remonstrance to the petition has been filed.
2. The road described in the petition is useless to the public and repair of same would present an unreasonable burden to the county and district responsible for maintenance and repair of same.

Now therefore, the road described in the petition is hereby ordered vacated in accordance with section 228.110, Revised Statutes of Missouri.

Done this 4th day of April, 2005.

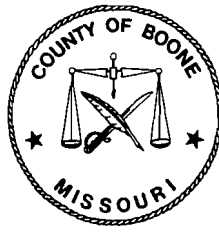
ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner



Boone County Public Works

Memorandum

Date: 9/30/04

To: Keith Schnarre – Presiding Commissioner
 Karen Miller – Associate Commissioner, District I
 Skip Elkin - Associate Commissioner, District II

From: David W. Piest - County Surveyor

Re: Vacation – Old County Road north of Hallsville

On Thursday 9/09/04, notices of a proposed vacation of a section of an old county road were sent by Certified Mail to, and received by the following holders of property adjacent to part of the proposed section of the old county road:

Laurel W. Davison (Teutenberg) - Centralia;
 Harry Ray Nichols Jr. & Virginia Gail Nichols - Centralia;
 Archie E. Jenkins and Theresa A. Jenkins - Centralia; and
 Ricky D. Nowlin & Rachelle L. Nowlin - Centralia.

All of the notifications from the Postal Service have been received by the Office of the Boone County Clerk indicating all mailings had been picked up by the addressees.

On Thursday 9/09/04, postings regarding the proposed vacation of the section of old county road were placed at the following locations:

On wooden fence posts near the north and the south ends of the section of roadway proposed for vacation;
 Inside Casey's General Store at the northeast corner of the main intersection in the town of Hallsville, all three within the Political Township of Rocky Fork; and,
 In the Boone County Government Center – On the second floor bulletin board.

This petition for the proposed vacation is apparently the result of a disagreement between Ms. Davison & the Nichols' regarding the utilization of this section of old roadway as access to their respective properties.

From the viewpoint of the County I see no reason why this section of roadway can not be vacated. However, to prevent future problems I suggest that access to the properties of these two neighbors be guaranteed by some legal documentation before the Commission grants the vacation. There is an existing access easement in favor of Ms. Davison, but it is, I believe, somewhat vague in it's description. It is my understanding that both of these parties have been in contact with legal counsel, and therefore I believe that whatever documents are necessary to accomplish assuring access for both parties should not be a problem.

I will be available on Monday 10/04/04 at the hearing if you have questions or need clarifications. I hope I will have the answers.

**BEFORE THE COUNTY COMMISSION
OF
BOONE COUNTY, MISSOURI**

In the Matter of the Vacation of _____ }
 _____ }
 County Road _____ } Term, 199~~9~~ 2004
 a public road _____ }

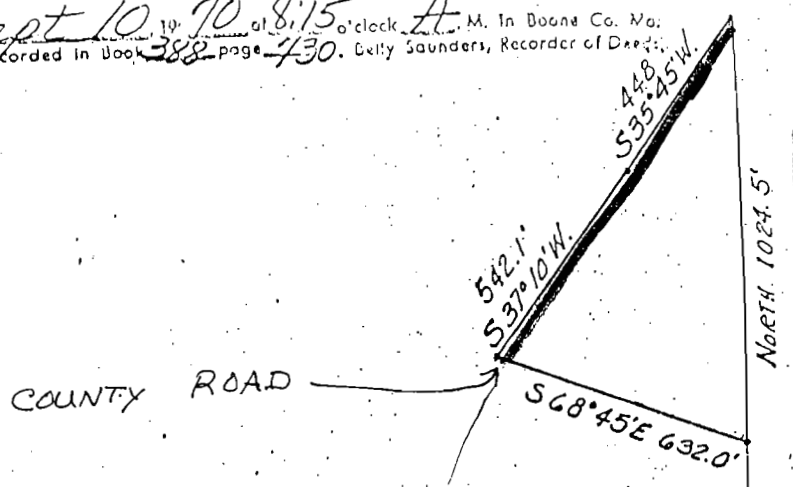
PETITION FOR VACATION OF A PUBLIC ROAD

The undersigned, who by their signature to this petition swear or affirm that the matters alleged below are true to their best information and belief, state the following:

- Each petitioner separately that he or she is a resident of the township or townships through which the above named road, or part thereof, sought to be vacated by this application is situated.
- Each petitioner desires to have the following described public road (or part thereof) vacated which is located in Rocky Fork Township(s), Boone County, Missouri, to-wit:
 Common Name: No name
 Location: The SW 1/4 of the NE 1/4 of Section 6, T50N, R11W
 Legal Description: The county road located on and running along the entire northwest boundary line of the 6.9 acre tract of land described in the survey recorded in Book 388, Page 730, Deed Records of Boone County, Missouri being located in the SW 1/4 of the NE 1/4 of Section 6, Township 50 North, Range 11 West, Boone County, Missouri with the location of the same being shown on Exhibit A attached hereto and made a part hereof.
- The above described road should be vacated because it is useless and the repair of same presents an unreasonable burden to the road district responsible for the maintenance and repair of same.
- For the foregoing reasons, the undersigned petitioners request that the above described public road, a county road be vacated as prescribed by law.

PETITIONER'S NAME (print)	SIGNATURE	ADDRESS
OK 1. RUSSELL PURVIS	<i>Russell Purvis</i>	CENTRALIA MO- 65240 16670 N Hwy 124
OK 2. TRAVIS CRANE	<i>Travis Crane</i>	16905 N Hwy 124 Centralia, Mo. 65240
OK 3. HARRY RAY NICHOLS JR.	<i>Harry Ray Nichols</i>	16681 N Hwy 124 CENTRALIA MO 65240
OK 4. LOUIS GROTE	<i>Louis Grote</i>	16175 N Hwy 124 CENTRALIA MO 65240
OK 5. ANNE E. JUNKINS	<i>Anne E. Junkins</i>	16625 N Hwy 124 Centralia, Mo. 65240
OK 6. VIOLA SCHOOKER	<i>Viola Schooker</i>	16901 N. Hwy 124 Centralia, Mo. 65240
OK 7. Dale Butterbaugh	<i>Dale Butterbaugh</i>	9875 E Shelly Ln Centralia, Mo 65240
OK 8. Paul Dornitt	<i>Paul Dornitt</i>	16950 Hwy 124 Centralia mo. 65240
OK 9. Tim Reinbolt	<i>Tim Reinbolt</i>	17095 Hwy 124 Centralia MO 65240
OK 10. Rick Nowlin	<i>Rick Nowlin</i>	16315 N Hwy 124 Centralia mo
OK 11. DAVID HALL	<i>David Hall</i>	14885 Hwy 124 N. Hallsville mo
OK 12. Lesley Smith	<i>Lesley Smith</i>	9100 E Shelly Lane Centralia Mo 65240
13.		
14.		

Note: Twelve (12) approved signatures are required

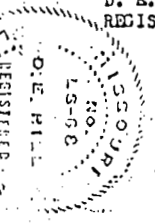


This is to certify that on August 29, 1970, I made a survey for Mr. Fillmore Kakac located in the southwest quarter of the northeast quarter of section 6 Twp. 50 N., R. 11 W., Boone County, Missouri described as follows:

Beginning at the southeast corner of the northwest quarter of the southeast quarter of said section. Thence north 1289.5 feet to the point of beginning, continuing along the same line 1024.5 feet; thence S 35° 45' W., 448 feet; thence S. 37° 10' W. 542.1 feet; thence S. 68° 45' E, 632.0 feet to the point of beginning and containing 6.9 acres more or less.

D. E. Hill
 REGISTERED LAND SURVEYOR.

S. E. CORNER, NW 1/4
 SE 1/4 SEC. 6-50-11



Subscribed and sworn to before me this 31st day of August 1970.

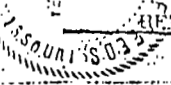
Henrik R. Bunte
 Notary Public

My commission expires February 25, 1971.



I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 10th day of September 1970 at 8 o'clock and 15 minutes A. M. and is truly recorded in Book 388 page 730.

Witness my hand and official seal on the day and year aforesaid.
BETTY SAUNDERS, Recorder By Jewell Burnett Deputy







17

Laurel W. Davidson Home

TO HALLSVILLE

Old Centre to Hallsville Road

THE RAY & MARY COLLINS

Parcel 08-100-06-00-003.00

Township RKE City Road CO School R4 Library LI Fire FI
Property Location 00000 SUR. 388-730

Owner Name NICHOLS HARRY RAY JR & VIRGINIA GAIL
and Address

16681 N HIGHWAY 124
City CENTRALIA State MO Zip 65240-3833

Subdivision Code Subdiv, Plat, Book/Page
Subdiv, Block/Lots C96

Sect, Twp, Range 6 50 11
Legal Desc PT SW NE SUR 388-730 EXC PT SE OF HWY

Width, Depth, Irr. Deeded Acreage, Calculated Acreage
Lot Size X 2.50

Deed Book/Page 0892 / 0482

Old Parcel Numbers

F2=Key Screen F3=Exit ENTER=Next Screen Roll Up/Down

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Harry Ray Jr; Virginia Gail Nichols
16681 N Highway 124
Centralia MO 65240

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
Virginia Nichols

B. Received by (Printed Name) C. Date of Delivery
Virginia Nichols 2/19/04

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7004 1160 0002 5510 6413

PS Form 3811, February 2004

Domestic Return R

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

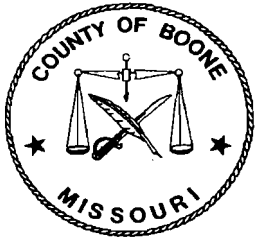
For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Postmark Here

Sent To
 Harry Ray Jr; Virginia Gail Nichols
 Street, Apt. No.,
 or PO Box No. 16681 N Highway 124
 City, State, ZIP+4
 Centralia MO 65240



**WENDY S. NOREN
BOONE COUNTY CLERK
801 E WALNUT RM 236
COLUMBIA, MO 65201
573-886-4295 FAX 573-886-4300**

10 September 2004

**Harry Ray Jr and Virginia Gail Nichols
16681 N Highway 124
Centralia MO 65240**

Dear Mr. and Mrs. Nichols:

The records of the office of the Boone County Assessor show that you are the owners of parcel 08-100-06-00-003.00, property located on Highway 124 located in Centralia, Missouri. As the owners of that parcel and in compliance with section 228.110 RSMo. you are receiving the enclosed Public Notice of Petition for and Hearing on Proposed Road Vacation.

Also enclosed is a copy of Section 228.110 RSMo, the Missouri Statute that provides for vacation of public roadway and Remonstrance to proposed vacations.

sincerely,

**Shawna M. Victor
Deputy Boone County Clerk**

enc

Parcel 08-100-06-00-004.00

Township RKF City Road CO School R4 Library LI Fire FI
Property Location 16691 N HWY 124

Owner Name, and Address, **DAVISON LAUREL W (TEUTENBERG)**

16691 N HWY 124
City, **CENTRALIA** State, **MO** Zip, **65240-0000**

Subdivision Code, Subdiv, Plat, Book/Page, Subdiv, Block/Lots,

Sect, Twp, Range, **6 50 11**
Legal Desc, **NWPT SW NE / NWPT NE / EXC SMALL TRI IN NW COR NE NW**

Lot Size, Width, Depth, Irr, Deeded Acreage, Calculated Acreage,
X 117.27

Deed Book/Page **0842 / 0428 0956 / 0824 /**

Old Parcel Numbers **ASJEFF**

F2=Key Screen F3=Exit ENTER=Next Screen Roll Up/Down

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>X Laurel Davison</i></p> <p>B. Received by (Printed Name) LAUREL DAVIDSON C. Date of Delivery 9-11-04</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>Article Addressed to:</p> <p><i>Laurel W. Davidson (Teutenberg)</i> <i>16691 N Highway 124</i> <i>Centralia MO 65240</i></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

2. Article Number (Transfer from service label) **7004 1160 0002 5510 6420**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

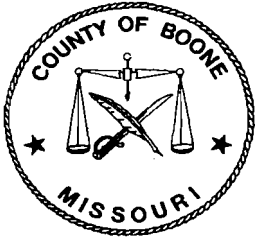
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.92	

Sent To
Laurel W. Davidson (Teutenberg)
 Street, Apt. No., or PO Box No. **16691 N Highway 124**
 City, State, ZIP+4 **Centralia MO 65240**

PS Form 3800, June 2002 See Reverse for Instructions



**WENDY S. NOREN
BOONE COUNTY CLERK
801 E WALNUT RM 236
COLUMBIA, MO 65201
573-886-4295 FAX 573-886-4300**

10 September 2004

**Laurel W. Davidson (Teutenberg)
16691 N Highway 124
Centralia MO 65240**

Dear Ms. Davidson:

The records of the office of the Boone County Assessor show that you are the owners of parcel 08-100-06-00-004.00, property located on Highway 124 located in Centralia, Missouri. As the owners of that parcel and in compliance with section 228.110 RSMo. you are receiving the enclosed Public Notice of Petition for and Hearing on Proposed Road Vacation.

Also enclosed is a copy of Section 228.110 RSMo, the Missouri Statute that provides for vacation of public roadway and Remonstrance to proposed vacations.

sincerely,

**Shawna M. Victor
Deputy Boone County Clerk**

enc

Parcel 08-100-06-02-002.00

Township RKF City Road CO School R4 Library LI Fire FI
Property Location 16625 N HWY 124

Owner Name JENKINS ARCHIE E & THERESA A
and Address
16625 N HIGHWAY 124
City CENTRALIA State MO Zip 65240-3833

Subdivision Code 1058 Subdiv, Plat, Book/Page 0015 0086
Subdiv, Block/Lots, C00
Sect, Twp, Range 6 50 11
Legal Desc BEE LINE LOT 2 & NPT LT 1

Width . . . Depth . Irr. Deeded Acreage Calculated Acreage
Lot Size X 3.40

Deed Book/Page 0516 / 0484 / / /
Old Parcel Numbers
F2=Key Screen F3=Exit ENTER=Next Screen Roll Up/Down

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Archie E & Theresa A Jenkins
16625 N Highway 124
Centralia MO 65240

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
x Archie E Jenkins
 B. Received by (Printed Name) *Archie Jenkins* C. Date of Delivery *9-11-04*
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7004 1160 0002 5510 6437

RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

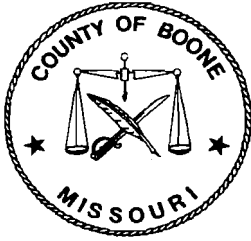
OFFICIAL USE

49 DT55 2000 09TT 7004 1160 0002 5510 6437

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.93

Postmark Here

Sent To
 Archie E & Theresa A Jenkins
 Street, Apt. No. or PO Box No. 16625 N Highway 124
 City, State, ZIP+4 Centralia MO 65240



**WENDY S. NOREN
BOONE COUNTY CLERK
801 E WALNUT RM 236
COLUMBIA, MO 65201
573-886-4295 FAX 573-886-4300**

10 September 2004

**Archie E and Theresa A Jenkins
16625 N Highway 124
Centralia MO 65240**

Dear Mr. and Mrs. Jenkins:

The records of the office of the Boone County Assessor show that you are the owners of parcel 08-100-06-02-002.00, property located on Highway 124 located in Centralia, Missouri. As the owners of that parcel and in compliance with section 228.110 RSMo. you are receiving the enclosed Public Notice of Petition for and Hearing on Proposed Road Vacation.

Also enclosed is a copy of Section 228.110 RSMo, the Missouri Statute that provides for vacation of public roadway and Remonstrance to proposed vacations.

sincerely,

**Shawna M. Victor
Deputy Boone County Clerk**

enc

Parcel 08-100-06-00-010.00

Township RKF City Road CO School R4 Library LI Fire FI
Property Location 16315 N HWY 124

Owner Name, NOWLIN RICKY D & RACHELLE L
and Address,
16315 N HIGHWAY 124
City, CENTRALIA State, MO Zip, 65240-0000

Subdivision Code, Subdiv. Plat, Book/Page
Subdiv. Block/Lots,

Sect, Twp, Range, 6 50 11
Legal Desc, SWPT NE / SEPT NW / WPT NW SE / EPT NE SW / SUR 358-378

Lot, Size, Width, Depth, Irr, Deeded Acreage, Calculated Acreage,
X 32.30

Deed Book/Page 1450 / 0586 / / /

Old Parcel Numbers

F2=Key Screen F3=Exit ENTER=Next Screen Roll Up/Down

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Rachelle Nowlin</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>
<p>1. Article Addressed to: <i>Ricky D & Rachelle L Nowlin 16315 N Highway 124 Centralia MO 65240</i></p>	<p>B. Received by (Printed Name) <i>ROCHELLE NOWLIN</i> C. Date of Delivery <i>9-1-04</i> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label) <u>7004 1160 0002 5510 6444</u></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7004 1160 0002 5510 6444

CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ <i>4.42</i>	

Sent To *Ricky D & Rachelle L Nowlin*
 Street, Apt. No., or PO Box No. *16315 N Highway 124*
 City, State, ZIP+4 *Centralia MO 65240*

PS Form 3800, June 2002 See Reverse for Instructions



**WENDY S. NOREN
BOONE COUNTY CLERK
801 E WALNUT RM 236
COLUMBIA, MO 65201
573-886-4295 FAX 573-886-4300**

10 September 2004

**Ricky D and Rachelle L Nowlin
16315 N Highway 124
Centralia MO 65240**

Dear Mr. and Mrs. Nowlin:

The records of the office of the Boone County Assessor show that you are the owners of parcel 08-100-06-02-002.00, property located on Highway 124 located in Centralia, Missouri. As the owners of that parcel and in compliance with section 228.110 RSMo. you are receiving the enclosed Public Notice of Petition for and Hearing on Proposed Road Vacation.

Also enclosed is a copy of Section 228.110 RSMo, the Missouri Statute that provides for vacation of public roadway and Remonstrance to proposed vacations.

sincerely,

**Shawna M. Victor
Deputy Boone County Clerk**

enc

PUBLIC NOTICE

OF PETITION FOR AND HEARING ON PROPOSED ROAD VACATION

TAKE NOTICE: Abutting owners and interested members of the public are hereby notified that a petition has been filed with the Boone County Commission requesting an order vacating a public road or portion thereof described below in accordance with provisions of section 228.110 RSMo. All interested persons are notified that the Boone County Commission will conduct a hearing on the Petition on the 4th day of October, 2004, at 9:30 o'clock a.m. at the Boone County Commission Chamber located at the Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201. At that meeting the County Commission will take evidence concerning the road sought to be vacated by the Petition and consider any remonstrances filed pursuant to the above-statute. The road or part thereof proposed to be vacated is described as follows:

The county road located on and running along the entire northwest boundary line of the 6.9 acre tract of land described in the survey recorded in Book 388, Page 730, Deed Records of Boone County Missouri being located in the SW ¼ of the NE1/4 of Section 6, Township 50 North, Range 11 West, Boone County Missouri, with the locate of the same being shown on Exhibit A* attached hereto and made a part hereof.

(* Survey Recorded in Book 388, Page 730 of the Deed Records of Boone County, MO)

At the conclusion of the hearing the County Commission will render its order granting or denying vacation of the road described above or adjourn hearing on the matter for further consideration and decision. Interested persons needing information on this matter may contact the Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri or telephone the administrative offices at 449-8515.

CERTIFICATION OF SERVICE AND POSTING

The undersigned hereby certifies that the above notice was posted not less than three public places in the township or townships in which the road sought to be vacated above is located at least twenty days before the date specified above and a copy of said notice has been personally served upon all persons whose property abuts the road sought to be vacated.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

4th day of April

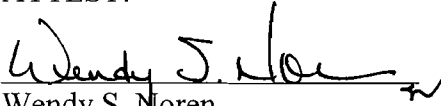
20 05

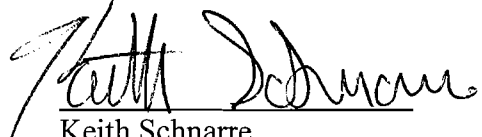
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 22-17MAR05 for Model Year 2005 Light Duty Truck to Lou Fusz Chevrolet. The County Commission authorizes the disposal through trade in of one (1) 1993 Ford F150 Pickup VIN# 1FTEF15Y0PNB00296. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract, disposal request form and title.

Done this 4th day of April, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

154-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: March 28, 2005
RE: 22-17MAR05 – Model Year 2005 Light Duty Truck

The Bid for a Model Year 2005 Light Duty Truck closed on March 17, 2005. Five bids were received. The low bidder, Jay Wolfe, did not submit a bid in conformity with the bid specifications and was determined to be non-responsive. Therefore, Purchasing and the Public Works Department recommend awarding to the next low bid, Lou Fusz Chevrolet.

Total cost of the contract is \$12,875.00 to be paid out of department 6100-Facilities and Grounds Maintenance, Account 92400-Replacement Auto/Trucks. The Purchasing Department requests approval to trade-in one (1) 1993 Ford F150 Pickup VIN# 1FTEF15Y0PNB00296. The budgeted amount for this purchase was \$15,000.00.

Please find a copy of the bid tabulation attached for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

Bid Tabulations

22/17MAR05 - Light Duty Truck

		Jay Wolfe	Putman	Midway Ford Truck Center	Lou Fusz Chevrolet	Broadway Truck Centers
4.7.	PRICING	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
4.7.1.	Vehicle as Per Specifications	\$10,400.00	\$13,335.00	\$15,186.00	\$13,021.00	\$16,232.65
4.8.	Optional Equipment					
4.8.1.	Ladder Rack		\$505.00	\$546.00	\$505.00	
4.8.2.	Bed Liner		\$500.00	\$390.00	\$375.00	
4.8.3.	Tool Box		\$490.00	\$589.00	\$540.00	
	Total Optional Equipment	\$1,949.00	\$1,495.00	\$1,525.00	\$1,420.00	\$1,045.00
4.9.	Trade-In Amount	\$1,305.00	\$1,280.00	\$1,000.00	\$1,566.00	\$800.00
4.10.	TOTAL VEHICLE COST MINUS TRADE-IN AMOUNT NOT INCLUDING OPTIONAL EQUIPMENT	\$11,044.00	\$13,550.00	\$15,711.00	\$12,875.00	\$16,477.65

4.11.	DESCRIBE ANY DEVIATIONS			None	No Tow/Haul Mode All Season Tires 3.55 Axle	130 Amp Altern. 540 CC Amp Battery 4.10 Rear Axle Side Air Bags-N/A Front Stabilizer Bar Rear has optimized hotchkiss suspension for roll dampening and lateral stiffness tow/haul mode transmission not available for this model
4.12.	DESCRIBE WARRANTY RESTRICTIONS		Standard 3 yr/36000 mile Extended Warranty Available at additional cost		See Product Brochure for Color Chart	Bumper to Bumper - 3 yr/36000 mile Powertrain - 3 yr/36000 mile Corrosion Perforation - 60 mo/unlimited mileage Roadside Assistance - 3 yr/36000 mile
4.14.	Coop	Yes			Yes	No
4.15.	Delivery ARO	6-8 Weeks	60-90 Days		55-90 Days	9 Weeks

No Bid
 Roberts Atuo Plaza
 Mike Kehoe Ford

BOONE COUNTY

RECEIVED MAR 29 2005

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/28/05

FIXED ASSET TAG NUMBER: 07871

DESCRIPTION: 1993 Ford F150 Pickup VIN# 1FTEF15Y0PNB00296

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION: NA

CONDITION OF ASSET: Unit is operational, some rust over rear wheels and in wheel wells. Unit has high mileage.

REASON FOR DISPOSITION: Trade-in on new vehicle, High mileage.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: When new truck arrives (approx. 40-45 days)

DEPARTMENT: 6100

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 6/23/93

ORIGINAL COST \$10,121 1605

ORIGINAL FUNDING SOURCE 2741-R&B

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 154-2005

DATE APPROVED 4 APRIL 2005

SIGNATURE 

3/28/05

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

RECEIVED MAR 29 2005

DATE

10663

Lou Fusz Chevrolet

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purcha from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

To: County Clerk's Office

The Following Reason:

- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

Comm Order # 154-2005

Return to Auditor's Office

RECEIVED
MAR 29 2005


#22-17MAR05

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 6100

Bill To Department # 6100

BOONE COUNTY AUDITOR

Department	Account	Item Description	Qty	Unit Price	Amount
1 0 0	9 2 4 0 0	Model Year 2005 Light Duty Truck <i>less tax</i>	1	13021.00	13021.00
		Ladder Rack	1	505.00	505.00
		Bed Liner	1	375.00	375.00
		Double Lid Tool Box	1	540.00	540.00
		Trade In 1993 Ford Pickup VIN#1FTEF15Y0PNB00296	1	(1566.00)	(1566.00)
		 <i>Fixed Asset</i>			
		TOTAL			12875.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

[Signature] 3/28/05
Requesting Official

[Signature]
Auditor Approval

**PURCHASE AGREEMENT FOR
MODEL YEAR 2005 LIGHT DUTY TRUCK**

THIS AGREEMENT dated the 4 day of APRIL 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Lou Fusz Chevrolet, 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 a Model Year 2005 Light Duty Truck, bid number **22-17MAR05** 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 15, 2005 executed by Bryan Fox, 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 items identified below and responded to in section 4.7.1. through 4.10. of the bid as well as a trade-in of one (1) 1993 Ford F150 Pickup VIN #1FTEF15Y0PNB00296 for a total cost of Twelve Thousand Eight Hundred Seventy Five Dollars (\$12,875.00).

- Vehicle per Section 2 of the specifications
- Ladder Rack
- Bed Liner
- Tool Box with Double Lid

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 55-90 days after receipt of order.

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

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

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

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

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

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

Lou Fusz Chevrolet

by [Signature]
title FLEET + COMMERCIAL SALES

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature

3/29/05
Date

6100/92400 -
\$12,875.00
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

4th day of April

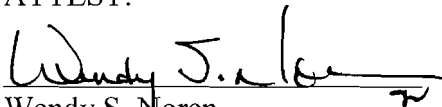
20 05

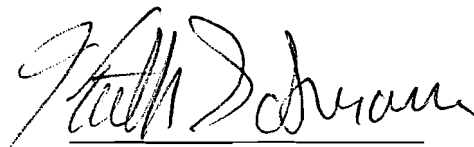
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 21-10MAR05 for Motor Grader to Tri-State Construction Equipment Company. The County Commission authorizes the disposal through trade in one (1) 1995 Gallion 850B S/N 202350 and one (1) 1995 Gallion 850B S/N 202349. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract, disposal request forms.

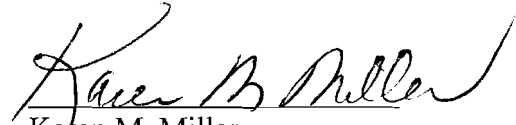
Done this 4th day of April, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Keith Schnarre
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

155-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: April 1, 2005
RE: 21-10MAR05-Motor Grader

The Bid for a Motor Grader closed on March 10, 2005. Three bids were received. Purchasing and the Public Work's department recommend award to Tri-State Construction Equipment Co. for submitting the low bid. As noted in the attached memo from Public Works (see memo dated March 28, 2005), one of the trade-in motor graders developed rear-end failure after the bid closed. Therefore, Public Works wishes to deduct the amount of the repair from the proposed trade-in amount.

Total cost of the contract is \$139,825.00 to be paid out of department 2040 - PW Maintenance Operations, account number 92400 – Replacement Auto/Trucks. The Purchasing Department requests approval for trade-in of one (1) 1995 Gallion 850B S/N 202350 and one (1) 1995 Gallion 850B S/N 202349. The budgeted amount for this purchase is \$170,000.00.

Please find attached a memo from the Public Works Department, a recommendation for award memo from the Purchasing Department, a letter from Tri-State Construction Equipment outlining the repair cost, a letter from Tri-State Construction outlining the buy-back option, and a copy of the bid tabulation for your review.

ATT: Public Works Memo
Purchasing Memo
Repair Letter from Tri-State
Buy-Back Letter from Tri-State
Bid Tabulation

cc: Greg Edington, Public Works
Bid File

Boone County Purchasing

Heather Turner, CPPB
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
Email: hturner@boonecountymo.org

TO: Greg Edington
Public Works

FROM: Heather Turner, CPPB
Buyer, Purchasing

DATE: March 11, 2005

RE: BID AWARD RECOMMENDATION - BID #21-10MAR05 Motor Grader

Attached is the tabulation and bid responses received for the above referenced bid. Please return this cover sheet with your recommendation after you have completed the evaluation of this bid. If you have any questions, please call 886-4392 or e-mail: hturner@boonecountymo.org.

The Purchasing Office recommends award to Tri-State Construction Equipment Co. for submitting the low bid. Please evaluate carefully whether Tri-State Construction Equipment Co.'s response meets the specifications.

DEPARTMENT REPLY:

Department Number: 2040
Account Number: 42300
Budgeted: \$ 170,000

ok RE 3/14/05

Accept: 4.7.1	182,500
4.7.2	16,500
4.7.3	850
- 4.9.1	
- 4.9.2	
	<u>60,025</u>
	\$ 139,825

Award Bid to the low bidder (Tri-State Construction Equipment Co.).

Recommend rejecting the bid for reasons detailed on attached page. (Attach department recommendation).

Department Head Signature:

David Mink

Date: 3/22/05

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



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

Date: March 28, 2005
To: Heather Turner
From: Greg Edington
Subject: Motorgrader Award

The Department agrees with the Purchasing Department's recommendation to award bid # 21-10MAR05 to Tri-State Equipment Company in the amount of \$118,500 as the lowest and best bid.

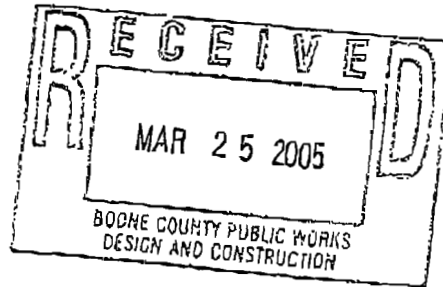
Both trade-in units were in working order after March 21 and were operational at the time inspections were done to the machines to determine trade-in value. Subsequently, one of the Motorgraders (4762) developed a major rear-end failure and requires extensive repairs to make it operational. Tri-State has submitted an estimate in the amount of \$3,975 to repair the unit. The same motorgrader had similar problems approximately four years ago and the cost to repair the unit was approximately \$4,500.

The Department wishes to deduct the amount of repair from the trade-in price of \$30,000 making it \$26,025. The base price of the new motorgrader minus trade-ins is \$122,475. The Department also wishes to purchase Add Alternate 1 (4 front push blades, one for the new machine and 3 for machines purchased last year) at a total cost of \$16,500 and Add Alternate 2 (Automatic transmission for higher gears in the grader, this will aid the operator when "roading" the machine) at a cost of \$850. The total expenditure for the purchase of the motorgrader with the above options minus trade-ins will be **\$139,825**. The Department had a 2005 budget of \$170,000 to purchase the motorgrader out of cost center 2040, account 92300.

The Department also wishes to include in the contract the right to exercise Add Alternate 3 (guaranteed 5 year buy-back in the amount of \$80,000) providing this is desirable at the end of 5 years. Please see the attached letter from Tri-State that outlines the criteria for the buy-back.



P.O. BOX 225
106 INDUSTRIAL DRIVE
ASHLAND, MO 65010
PHONE: 573-657-2154
FAX: 573-657-1012



25 March 21, 2005

Greg Edington
Fleet Operations Superintendent
Boone County Public Works
551 Highway 63 South
Columbia Mo. 65201

Subject: Repair Estimate For Galion 560 Differential

Greg, per our discussion of 22 March 2005 concerning the repair of county owned Galion 560, vehicle # 4762, we are quoting the repair cost to be \$3975.00. Should Boone County award the bid for their new grader to Tri-State, which would give us this machine as a trade in; we would just deduct this amount from the trade allowance of that unit.

This would relieve Boone County of any expense associated with this machine.

Thanks

Jim W Smith
General Manager
Tri-State Construction Equip. Co.

A handwritten signature in cursive script, appearing to read "Jim W Smith".



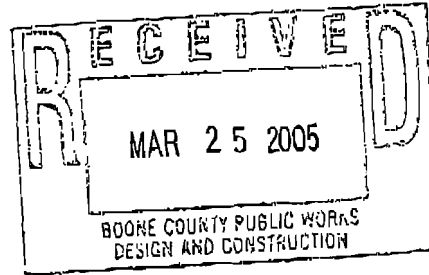
JOHN DEERE



P.O. BOX 225
106 INDUSTRIAL DRIVE
ASHLAND, MO 65010
PHONE: 573-657-2154
FAX: 573-657-1012

25 March 25, 2005

Greg, Edington
Fleet Operations Superintendent
Boone County Public Works
551 Highway 63 South
Columbia Mo. 65201



Subject: Conditions for Return of Motor Grader with Repurchase Agreement

At the time of machine return the following guidelines must be met:

- Unit must be serviced and maintained in accordance with Operator Manual guidelines
- All warranty and necessary repairs must be completed
- Normal wear and tear is expected. Items such as minor scratches and chipped paint are acceptable. Broken glass, missing and or dented sheet metal must be repaired
- Tires must have at least 50% remaining tread and tire construction must match
- Machine must be clean
- Electrical system must work and batteries must hold a charge
- Hour meter must be in working condition and indicate actual hours on the machine
- Hours must be less than stipulated on the contract.

Greg, in general, these are the items, which we would expect a unit to comply with on return to us. Since you have full machine warranty on the bid machine, repairs should not be much of a problem.

Should you have any questions, or need additional information please let me know.

Jim W Smith
General Manager
Tri-State Construction Equip. Co.

A handwritten signature in black ink that reads "Jim W Smith".



JOHN DEERE

BID TABULATION - 21-10MAR05 - Motor Grader

		Fabick CAT		RUDD Equipment Company		Tri State Construction Equipment Co.			
4.7. PRICING	Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price		
4.7.1.	2005 Model Year Motor Grader as per Specifications	1	\$ 186,518.00	\$ 186,518.00	\$ 166,825.00	\$ 166,825.00	\$ 182,500.00	\$ 182,500.00	
4.7.2.	ADD Alternate 1 (Push Blades)	4	\$ 3,907.00	\$ 15,628.00	\$ 4,462.00	\$ 17,848.00	\$ 4,125.00	\$ 16,500.00	
4.7.3.	ADD Alternate 2 (Automatic Transmission)	1	\$ 1,378.00	\$ 1,378.00	N/A	N/A	\$ 850.00	\$ 850.00	
4.7.4.	ADD Alternate 3 (Buy-Back Provision) 5 Year	1	\$ 111,600.00	\$ 111,600.00	\$ 110,000.00	\$ 110,000.00	\$ 80,000.00	\$ 80,000.00	
4.7.4.	ADD Alternate 3 (Buy-Back Provision) 7 Year	1	\$ 98,850.00	\$ 98,850.00	\$ 92,960.00	\$ 92,960.00	Did not specify if trade-in is for a 5 or 7 year time frame.		
4.8.	Cash Discount	\$ _____ net _____ days		0 Net - No response on days		0 net - 30 days		No Response	
4.9.	Trade-In								
4.9.1.	Motor Grader-1995 Gallion 850B; approximately 10000 hours; SN: 202350	\$ 23,000.00		\$ 18,100.00		\$ 30,000.00			
4.9.2.	Motor Grader-1995 Gallion 850B; approximately 3250 hours; SN: 202349	\$ 23,000.00		\$ 19,100.00		\$ 34,000.00			
4.10.	GRAND TOTAL (Minus Trade-Ins, DO NOT Include ADD Alternates)	\$ 140,518.00		\$ 129,625.00		\$ 118,500.00			
4.11.	DESCRIBE ANY DEVIATION(S)	See Bid		See Bid	See Bid				
4.13.	Coop	Yes		Yes	No				
4.14.	Delivery ARO: _____	22 Weeks		45-90 Days	45 days				

No Bids

Vance Brothers
 GM Supply Co.
 Altorfer Inc.
 The Victor L. Phillips Co.
 Sydenstricker

Date: 3/10/05

Time: 1:30 p.m.

Opened By: Melinda Bobbitt

Recorded By: Jody Moore

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/28/05

FIXED ASSET TAG NUMBER: 10406

RECEIVED MAR 29 2005

DESCRIPTION: 1995 Gallion Motorgrader, Serial Number: 202350, PW Equipment # 4727

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION: NA

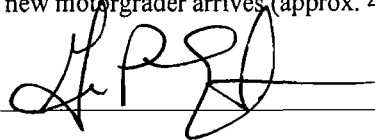
CONDITION OF ASSET: Unit has over 4,000 hours, unit is no longer needed, the unit was utilized as a spare grader.

REASON FOR DISPOSITION: Trade-in on new motorgrader, repair parts are getting harder to find and more expensive. Trading in 2 motorgraders on a new one.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: When new motorgrader arrives (approx. 40-45 days)

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE

12/12/95

ORIGINAL COST

111,309

ORIGINAL FUNDING SOURCE

2741-RAB

1605

TRANSFER CONFIRMED

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

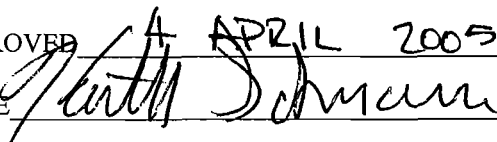
COMMISSION ORDER NUMBER

155-2005

DATE APPROVED

APRIL 2005

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/28/05

FIXED ASSET TAG NUMBER: 10405

RECEIVED MAR 29 2005

DESCRIPTION: 1995 Gallion Motorgrader, Serial Number: 202350, PW Equipment # 4762

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION: NA

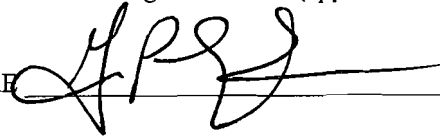
CONDITION OF ASSET: Unit has over 10,000 hours, also has a non-functioning rear-end which will need fixed before it can be made operational.

REASON FOR DISPOSITION: Trade-in on new motorgrader, High hour meter.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: When new motorgrader arrives (approx. 40-45 days)

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE

12/12/95

ORIGINAL COST

411,309

1605

ORIGINAL FUNDING SOURCE

2741-RdB

TRANSFER CONFIRMED

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 155-2005

DATE APPROVED 4 APRIL 2005

SIGNATURE Keith Schumme

3-28-05

PURCHASE REQUISITION

DATE

BOONE COUNTY, MISSOURI

RECEIVED MAR 29 2005

607

TRI-STATE CONSTRUCTION EQUIPMENT

VENDOR NO.

VENDOR NAME

PHONE #

CITY

STATE ZIP

*Sussex,
you probably
need to change
Vendor address to
make purchase Order.*

BID DOCUMENTATION
demonstrate compliance with statutory bidding requirements.
50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section)

Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

To: County Clerk's Office

Comm Order # 155-2005

Return to Auditor's Office

RECEIVED

MAR 29 2005

#21-10MAR05

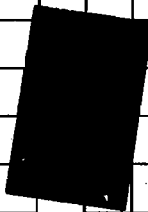
(Enter Applicable Bid / Sole Source / Emergency Number)

BOONE COUNTY AUDITOR

Bill To Department # 2040

Ship To Department # 2040

Department				Account				Item Description	Qty	Unit Price	Amount
	0	4	0	9	2	4	0	Motor Grader, John Deere 672D <i>less trade</i>	1	182500	182500
2	0	4	0	9	2	4	0	Push Blades	4	4125.00	16500.00
2	0	4	0	9	2	4	0	Automatic Transmission	1	850.00	850.00
2	0	4	0	9	2	4	0	Trade In 1995 Gallion 850B S/N 202350	1	(26025)	(26025)
2	0	4	0	9	2	4	0	Trade In 1995 Gallion 850B S/N 202349	1	(34000)	(34000)
								TOTAL			139825



Fixed Asset

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

[Signature] 3-28-05
Requesting Official

[Signature]
Auditor Approval

**PURCHASE AGREEMENT FOR
MOTOR GRADER**

THIS AGREEMENT dated the 4 day of APRIL 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tri-State Construction Equipment Co.**, 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 a Motor Grader, bid number **21-10MAR05** 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, 2005 executed by Jim Smith, 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:
 - One (1) 2005 Model Year Motor Grader as per the Specifications and including the Alternate Equipment listed below:
 - Four (4) Push Blades
 - Automatic Transmission
 - Boone County reserves the right to exercise Add Alternate 3 (guaranteed 5 year buy-back in the amount of \$80,000.00) providing this is desirable for the County at the end of 5 years.
 - Boone County shall trade in one (1) 1995 Gallion 850B; approximately 10000 hours, SN 202350 and one (1) 1995 Gallion 850B; approximately 3250 hours, SN 202349 in conformity with the bid specifications for a subtotal of One Hundred Thirty Five Thousand Eight Hundred Fifty Dollars (\$135,850.00) plus repair costs of Three Thousand Nine Hundred Seventy Five Dollars (\$3,975.00) for a net cost of One Hundred Thirty Nine Thousand Eight Hundred Twenty Five Dollars (\$139,825.00).
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 45 days after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to 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 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.

Tri-State Construction Equipment Co.

by Jim W. Smith
 title General Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission
Keith Schnarre
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

Wendy S. Nojen
 Wendy S. Nojen, 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.)

2040/92400 - \$139,825.00

June C. Pitchford
 Signature Chyse

3/29/05
 Date

Appropriation Account

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 4 day of _____, 2005, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and A Civil Group (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



A CIVIL GROUP

CIVIL ENGINEERING • PLANNING • SURVEYING

SUMMARY OF CHARGES

March 11, 2005

ENGINEERING	\$80.00-90.00/HOUR
SURVEYING	\$75.00-85.00/HOUR
DESIGN TECHNICIAN	\$60.00-70.00/HOUR
2 MAN FIELD CREW	\$95.00/HOUR
3 MAN FIELD CREW	\$115.00/HOUR
RESEARCH	\$60.00-85.00/HOUR
DELIVERIES	\$45.00/HOUR
OUTSIDE COPIES	ACTUAL EXPENSE

OFFICE COPIES

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

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

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

A CIVIL GROUP

By Jay [Signature]

Title CHIEF OPERATING MEMBER

Dated: 3/2/05

BOONE COUNTY, MISSOURI

By [Signature]

Keith Schnarre, Presiding Commissioner

Dated: 4 APRIL 2005

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 encumbrances required 3/2/05
Auditor [Signature] Date

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 4 day of APRIL, 2005, 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.



HARRINGTON & CORTELYOU, INC.
Consulting Engineers

BILLING RATES
January 2005

	<u>2005 Actual Salary Rates</u>	<u>2005 Billable Rates</u>
Principals		
D. M. Waltemath	46.26	130.92
K. R. Eisenbeis	44.83	126.87
Project/Senior Engineers		
M. S. Huck	41.52	117.50
E. W. Neprud	38.94	110.20
S. M. Warger	38.94	110.20
Design Engineers		
S. A. Pellegrino	34.91	98.80
M. W. Carroll	33.05	93.53
S. D. Shafer	32.18	91.07
K. S. Marx	26.44	74.83
D. J. Glastetter	24.71	69.93
P. N. Wuertz	22.99	65.06
J. C. Tarbell	22.41	63.42
A. R. Bush	21.24	60.11
D. R. Schulte	20.75	58.72
M. A. Brownlee	18.68	52.86
Technicians/Drafters		
J. K. Green	29.74	84.16
J. L. Kelly	28.59	80.91
T. L. Wells	28.02	79.30
M. T. Lynn	21.12	59.77
K. M. White	14.80	41.88
B. L. White	14.51	41.06
Special Consultants		
R. G. Crabtree	39.75	112.49
H. G. Jones	39.50	111.79
G. N. Pavlakis	38.00	107.54
B. Krey	27.75	78.53

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 2005 has been set at \$0.405 per mile.

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 A. Duck

Title Vice President

Dated: 2-28-05

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 4 APRIL 2005

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrances required 3/21/05
Auditor [Signature] Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

4th day of April 20 05

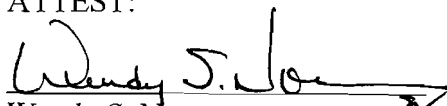
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following General Consultant Service Agreements and authorize the Presiding Commissioner to sign said agreements:

- Farnsworth Group
- Terracon
- A Civil Group
- Harrington and Cortelyou, Inc.
- Simon Oswald Associates
- EFK Moen, LLC
- Peckham & Wright Architects

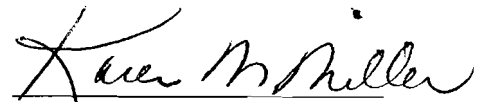
Done this 4th day of April, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Keith Schnarre
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 4 day of APRIL, 2005, 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 Simon Oswald Associates (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HOURLY FEES AND REIMBURSABLES

Architect / Principal	\$140.00 per hour
Architect Associate/Senior Architect	\$110.00 per hour
Interior Designer/Associate Architect	\$ 90.00 per hour
Intern Architect III	\$ 80.00 per hour
Intern Architect II	\$ 70.00 per hour
Intern Architect I	\$ 65.00 per hour
Interior Designer II	\$ 65.00 per hour
Interior Designer I	\$ 60.00 per hour
Cadd Technician	\$ 55.00 per hour
Clerical	\$ 40.00-50.00 per hour
Students	\$ 40.00 per hour

Travel - Outside of Columbia

Car: 34.5 cents/mile
Other: 1.1 x direct cost

Mailing - Postage/Handling

1.1 x direct cost

Long Distance Telephone/Fax

1.1 x direct cost

In-House Printing

8 1/2 x 11 = .10/sheet
8 1/2 x 11(color) = 1.00/sheet
8 1/2 x 14 = .15/sheet
11 x 17 = .50/sheet
12 x 18 = .75/sheet
18 x 24 = 2.00/sheet
24 x 36 = 3.25/sheet

Outside Reproduction of Drawings, Specifications and other documents

1.1 x direct cost

Renderings/Models requested by Owner

1.1 x direct cost

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

SIMON OSWALD ASSOCIATES

By 

Title PRESIDENT

Dated: 1/15/05

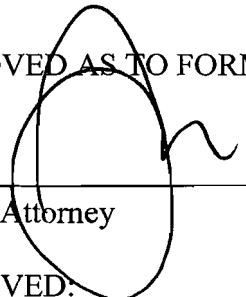
BOONE COUNTY, MISSOURI

By 

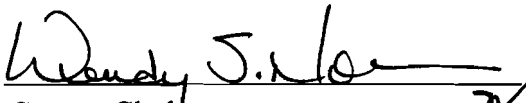
Keith Schnarre, Presiding Commissioner

Dated: 4 APRIL 2005

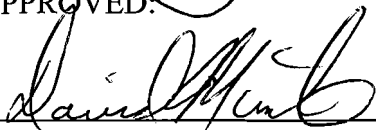
APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Public Works

CERTIFICATION:

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

No unencumbered required 3/21/05
Auditor aykel Date

MAR - 3 2005

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 4 day of APRIL, 2005, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terracon (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

Terracon

2005

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

I. PERSONNEL

Clerical	40.00/hour
Draftsman/Cad Operator	42.00/hour
Services of Technician	42.00/hour
Services of AWS Certified Welding Inspector.....	58.00/hour
Services of Field Engineer or Field Geologist.....	70.00/hour
Services of Project Engineer or Project Geologist.....	80.00/hour
Services of Senior Project Engineer (Registered) or Senior Project Geologist.....	90.00/hour
Services of Principal Engineer	100.00/hour
Services of Senior Principal Engineer.....	110.00/hour
Project Environmental Professional I	67.00/hour*
Project Environmental Professional II.....	78.00/hour
Project Environmental Professional III	87.00/hour
Project Environmental Professional IV	98.00/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)	0.45/mile
Supplies	Cost
Per Diem (beyond Columbia only)	80.00/man/day

III. DRILLING

Location and elevation of borings	
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	78.00/hour
Mobilization of equipment and personnel – Truck Drill..... (2.65/mile each way) \$250.00/minimum	
All-Terrain or Track-mounted Drill..... (3.85/mile each way) 385.00/minimum	
Support Vehicle	80.00/day
Additional charge for sloping, soft ground, or swampy sites where an ATV drill rig is required	285.00/day

Auger Drill Rig

Auger drilling without sampling	8.50/foot
For disturbed grab-samples obtained from augers	
0 - 40 pulling augers	28.00/sample
40 - 80 pulling augers	38.00/sample
Soil sampling using either split-barrel or Shelby tube sampler at 5-foot intervals in soil.	
<u>Depth-Feet</u>	
0 - 20	12.00/foot
20 - 40	13.00/foot
40 - 60	15.00/foot
60 - 80	18.00/foot
80 - 100	20.00/foot
Additional charge for drilling in weathered shale	5.50/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	13.25/foot

20 - 40	15.00/foot
40 - 80	18.25/foot
(harder than Qu=5 TSF or 50 blows/ft.)	22.50/foot
80 - 120.....	25.50/foot
(harder than Qu=5 TSF or 50 blows/ft.).....	31.00/foot

Additional charge for casing or drilling mud, where required.

Depth Feet

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 ^o , cost of hot.....	Cost
water, if required	

Additional thin wall or split-spoon samples

Depth Feet

0 - 20	18.00/sample
20 - 40	26.00/sample
40 - 60	34.00/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".

Depth-Feet

0 - 20	\$26.00/foot
20 - 40	28.00/foot
40 - 80	34.00/foot
80 - 120	39.50/foot

Rock Coring Set Up

NX Coring (5' minimum) 0 - 40 feet	90.00/boring
+ 40 feet.....	38.00/foot
4 inch coring	40.00/foot
Wire Line coring.....	on request
Rock Bit Drilling	on request
	29.00/foot

Hourly charge for field personnel and drilling equipment

Drilling w/truck-mount rig with two persons	175.00/hour
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Drilling w/track-mount & ATV rig with two persons..... 190.00/hour

Cost of special equipment for moving drilling equipment..... Cost
about the site or for special permits

Stand-by time

165.00/hour

Well point installation in drilled borehole, installing plastic

195.00/hole

perforated pipe (3" max size) does not include drilling hole..... 5.50/foot

Additional charge for surface protector pipe and cap..... Min. of 200.00

Plugging borehole with bentonite chips (max. 8" diameter)

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	585.00/day
Geoprobe® with On-site Gas Chromatography Analysis.....	765.00/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
Vibration Seismograph	160.00/day
Electrical Resistivity Equipment	85.00/day
Pressuremeter, Dutch Cone, Bore Hole Shear Equipment.....	225.00/day
Additional Pressuremeter Membranes or End Caps	200.00/each
Vane Shear Equipment.....	150.00/day
Inclinometer	100.00/day
	300.00/week
	800.00/month
Inclinometer Casing.....	Cost
Instrumentation Equipment - Stress Strain	
Gauge	75.00/week
Dial Indicators	20.00/week
Jack - 30 Ton	90.00/week
20 Ton	90.00/week
60 Ton Hollow Core	15.00/week
100 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
Floor Flatness Equipment (Dipstick).....	115.00/day
Maturity Meter	65.00/day
Probes	20.00/each
Brass 2 inch Cube Mold	8.00/day
Pulse Velocity	90.00/day
Windsor Probe	65.00/day
Set of Three Probes	50.00/set
Beam Mold	9.00/day
Cleaning, Beam Mold	12.50/each

VI. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included)

Development, Sampling and Test Equipment

Bailer (SS)	22.00/day
Bailer (disposable).....	20.00/each
Hand Pump (PVC).....	30.00/day
4" Electric Pump	60.00/day
Temperature, pH, conductivity meters.....	31.00/day
Bladder Pump 1.8" OD SS	120.00/day
Sediment Sampler	\$18.00/day
Electric Water Level Indicator.....	35.00/day
Data Acquisition Station w/ Transducer	120.00/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.....	75.00/day
Overpack Drums.....	170.00/each
Laser Level	75.00/day

Monitoring Equipment

Toxic Gas Detector (Single Gas)	40.00/day
Oxygen/Combustible Gas Indicator.....	60.00/day
Hydrocarbon/Water Interface Probe	30.00/day
Photoionization Detector.....	95.00/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/H ₂ S 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 (CH ₄ /CO ₂ /O ₂ , 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)	150.00/day
High Volume Sample Pump.....	35.00/day
Microscope (Phase Contrast)	30.00/day
<u>Cleaning Equipment</u>	
High pressure, hot water portable washer;	\$120.00/day
with Generator	160.00/day
High pressure, cold water portable washer;	60.00/day
with Generator	95.00/day
Station for Cleaning Fluid Collection	
250 Gallon capacity	35.00/day
Steam Cleaner	175.00/day
Generator.....	60.00/day
Cleaning Trailer (W/O fluid collection Option)	235.00/day
includes trailer, washer, generator, hoses	
<u>Supplied Atmosphere - Respiratory Equipment</u>	
Positive Pressure Airline Respirator System (per person)	175.00/day

VII. **SOIL LABORATORY TESTING**

Identification

Atterberg Limits Determination (LL, PL)	50.00/test
Atterberg Limits Determination (C.O.E. Method)	99.00/test
Combined Analysis (Hydrometer and Sieve)	90.00/test
Density Determination (Shelby tube sample)	9.00/test
Density Determination (Irregular sample)	30.00/test
Hydrometer Analysis	64.00/test
Organic Content (by heating)	45.00/test
Shrinkage Limit Determination	52.00/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	7.50/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	30.00/test

Consolidation

Consolidation Test on 2-1/2 inch diameter Specimen	
Regular increasing Load Increment to 16 tsf.....	370.00/test
Test with Pressure-Void Ratio Curve (C.O.E. Method).....	520.00/test
Plotted Time Curves	70.00/each

Each additional Unloaded-Reload Cycle	\$115.00/cycle
Swell Test single pressure	110.00/test
Additional pressures	50.00/each
Absorption/Pressure Swell Test (ASTM STP 479)	250.00/test

Shear Strength

Unconfined Compression	
Undisturbed Soil Sample	22.00/test
Undisturbed Soil Sample Corp Method	39.00/test
With Stress-Strain Curve	52.00/each
With Stress-Strain Curve Corp Method.....	67.00/each
Calibrated Hand Penetrometer or Torvane	1.00/each
Direct Shear FAST (cohesionless)	175.00/point
Direct Shear SLOW (cohesive)	275.00/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	
	<u>Undrained Test</u>	<u>Undrained Test</u>	<u>Drained Test</u>
Total per Circle	\$ 155.00	\$ 390.00	On Request

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	200.00/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)	200.00/each
Standard Proctor (ASTM D 698)	125.00/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.....	25.00/each

Permeability

Constant Head Permeability Test	265.00/test
Falling Head Permeability Test.....	235.00/test
Preparation of Remolded Samples.....	55.00/each

Chemical Tests

pH (by meter)	30.00/each
Electrical Conductivity by slurry.....	30.00/each
Chloride Concentration	65.00/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).....	375.00/hour
Mobilization and Traffic Control	On request

IX. ROOFING

Services of Senior Roofing Technician	56.50/hour
Services of Roofing Technician	49.50/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	58.00/hour
AWS Certified Associate Welding Inspector	51.00/hour
Anchor Bolt Load Testing Equipment	75.00/day
Skidmore Wilhelm Bolt Testing Equipment.....	75.00/day
Ultrasonic Examination of Welds	58.00/hour
Ultrasonic Equipment and Consumables	90.00/day
Magnetic Particle or Dye Penetrant Examination.....	58.00/hour
Magnetic Particle or Dye Penetrant Materials	Cost
AWS or ASME Welder Qualifications (Guided Bend Tests or Radiography)	
Pipe	100.00/each
Plate	60.00/each*
Weld Procedure Qualification AWS	325.00/each*
ASME	350.00/each*
Tensile, Yield and Elongation Test	70.00/each*
* Excluding machining, sample preparation and base metal costs, if required.	

XI. AGGREGATES

Sieve Analysis (ASTM C 136)	55.00/each
Analysis of Material finer than #200 Sieve (ASTM C 117)	36.00/each
Combined Items 1 and 2.....	68.00/each
Organic Impurities - Colorimetric (ASTM C 40).....	35.00/each
Lightweight Particles or Chert Analysis (ASTM C 123) :	
Fine.....	\$70.00/each
Coarse	130.00/each
Chert	130.00/each
Clay Lumps (ASTM C 142).....	48.00each
Soundness (ASTM C 88) (5 cycles)	285.00/each
Large Size Aggregate	310.00/each
Abrasion (ASTM C 131).....	170.00/each
Large Size Aggregate	210.00/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).....	57.00/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).....	600.00/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)	130.00/each
Extraction only	75.00/each
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).....	275.00/design
Three Point Marshall Curve (including laboratory	
mixed asphalt with 9 stability, flow and density tests).....	675.00/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	53.00/hour
1) Core Drilling Machine	50.00/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	\$250.00/each
Laboratory Concrete Trial Batch (with cylinders).....	400.00/minimum
Laboratory Concrete Trial Bath (with beams).....	650.00/minimum
Initial setting time (ASTM C 403) (already mixed).....	250.00/each
Compressive Strength of Cylinder (ASTM C 39).....	14.00/each*
Special capping for irregular surface (contractor made).....	8.00/each
Trimming for capping (if required).....	13.00/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.....	60.00/day
b. Generator.....	60.00/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.....	40.00/core
Trimming.....	13.00/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)	25.00/each
Compressive Strength of 2 inch Mortar Cube or	
3 inch diameter cylinder.....	14.00/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).....	225.00/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	
1st Sample.....	\$225.00/each
Additional Samples.....	195.00/each
Rapid cure by boiling procedure.....	100.00/each

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

TERRACON

By Eric [Signature]

Title Office Manager

Dated: 2-22-05

BOONE COUNTY, MISSOURI

By [Signature]

Keith Schnarre, Presiding Commissioner

Dated: 4 APRIL 2005

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature] 4/9/05
Director, Boone County Public Works

CERTIFICATION:

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

[Signature] 3/21/05
Auditor by sb Date

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1st day of Jan, 2005, 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 Farnsworth Group (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2005 ENGINEERING BILLING RATES

Classification	Rate
Principal	\$ 140.00
Professional Manager	\$ 120.00
Senior Project Professional	\$110.00
Project Professional	\$100.00
Senior Professional	\$95.00
Professional	\$90.00
Professional Intern II	\$80.00
Professional Intern I	\$74.00
Senior Project Designer	\$109.00
Project Designer	\$95.00
Senior Designer	\$87.00
Designer	\$82.00
Computer Specialist	\$86.00
Chief Technician	\$80.00
Senior Technician	\$70.00
Technician	\$65.00
Instrument Person/Asst.	\$48.00
Clerical (Clerical Staff Only)	\$48.00
Miscellaneous (all disciplines)	
Overtime Requested by Client	Negotiated
Expert Testimony	2.0 x Standard Rate
Privately Owned Car (per mile)	\$0.40
Field Car W/Equipment	\$8.00
CADD Computer (add to operator)	\$10.00
Reimbursable Expenses	COST + 10%
Robotic Station Total	\$22.00

Work will be billed at Farnsworth Group, Inc. option either upon completion of services or on a monthly basis. Invoices are payable within 30 days. One and one-half percent per month will be charged on amounts outstanding 60 days.

Rates are in effect until December 31, 2005, and may be superceded by a new schedule after that date.



2005 SURVEYING BILLING RATES

Classification	Rate
Principal	\$ 140.00
Land Surveying Manager	\$ 120.00
Sr. Project Land Surveyor	\$ 110.00
Project Land Surveyor	\$ 100.00
Senior Land Surveyor	\$ 87.00
Designer	\$ 82.00
Computer Specialist	\$ 96.00
Chief Technician	\$ 80.00
Sr. Technician	\$ 70.00
Technician	\$ 65.00
Administrative Support	\$ 48.00
Instrument Person / Asst.	\$ 48.00
2 Man Survey Crew	\$ 128.00
Miscellaneous (all disciplines)	
Overtime Requested by Client	Negotiated
Expert Testimony	2.0 x Standard Rate
Privately Owned Car (per mile)	\$ 0.38
CADD Computer (add to operator)	\$ 10.00
Reimbursable Expenses	COST + 10%

Work will be billed at Farnsworth Group, Inc. option either upon completion of services or on a monthly basis. Invoices are payable within 30 days. One and one-half percent per month will be charged on amounts outstanding 60 days.

Rates are in effect until December 31, 2005, and may be superceded by a new schedule after that date.

2005 ARCHITECTURAL BILLING RATES

Classification	Rate
Principal	\$127.00
Professional Manager	\$116.00
Senior Project Professional	\$107.00
Senior Professional	\$90.00
Professional Intern II	\$76.00
Professional Intern I	\$68.00
Senior Designer	\$88.00
Computer Specialist	\$86.00
Senior Technician	\$70.00
Technician	\$58.00
Instrument Person/Asst.	\$48.00
Clerical (Clerical Staff Only)	\$48.00
Miscellaneous (all disciplines)	
Overtime Requested by Client	Negotiated
Expert Testimony	2.0 x Standard Rate
Field Car W/Equipment	\$8.00
Privately Owned Car (per mile)	\$0.40
Reimbursable Expenses	COST + 10%
CADD Computer (Add to Operator)	\$10.00
Robotic Total Station	\$22.00

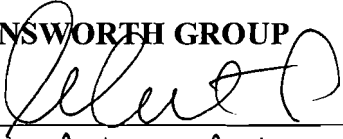
Work will be billed at Farnsworth Group, Inc. option either upon completion of services or on a monthly basis. Invoices are payable within 30 days. One and one-half percent per month will be charged on amounts outstanding 60 days.

Rates are in effect until December 31, 2005, and may be superceded by a new schedule after that date.



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


FARNSWORTH GROUP

By 
Robert Polk PE

Title Principal

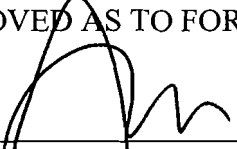
Dated: 1/1/09

BOONE COUNTY, MISSOURI

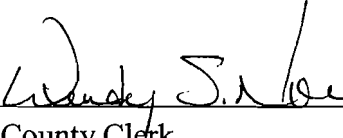
By 
Keith Schnarre, Presiding Commissioner

Dated: 4 APRIL 2005

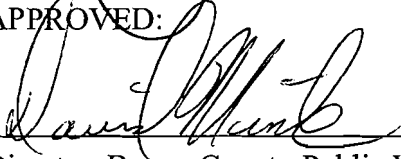
APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Public Works

CERTIFICATION:

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

no unencumbered liquid 3/21/05
Auditor byse Date

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 4 day of APRIL, 2005, 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 EFK Moen, LLC (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EFK Moen, LLC
2005 Billable Rates

Employee	Rate
Allmon, Eric L	\$ 62.40
Archibald, Jennifer A	\$ 56.70
Baker, Timothy D	\$121.56
Baumgart, Jonathan D	\$ 50.25
Bremer, Chandra D	\$ 30.00
Broeker, Kendra L	\$ 50.49
Brown, Dennis W	\$ 92.19
Burk, Timothy R	\$ 85.10
Carroll, Andre M	\$ 44.01
Dintelman, Shelley	\$112.50
Eilers, Darrell L	\$156.99
Ellis, Lori E	\$ 58.50
Ferrante, Christopher	\$117.00
Freise, Tom J	\$ 94.71
Fries, Andrew E	\$156.99
Hammond, James L	\$ 90.00
Hedrick, Timothy A	\$ 44.22
Huebbe, Mark M	\$ 62.40
Irwin, Reginald	\$ 69.00
Kennon, Keith B	\$ 96.00
Kirchner, Michael	\$ 72.00
Kronlage, Paul J	\$156.99
Linneman, Christopher D	\$ 86.25
Mackey, Ronald L	\$105.00
Meckes, Heidi M	\$120.00
Medler, Edward A	\$128.85
Melton, Janet L	\$ 58.44
Moen, Linda L	\$161.76
Moen, Terry E	\$117.15
Orange, Robert L	\$130.35
Poteet, Ronnie O	\$ 67.89
Price, David K	\$ 47.37
Schaeffer, Neil C	\$ 65.28
Walker, Chaequonda A	\$ 30.00

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

EFK MOEN, LLC

By Linde Moen

Title President/Co Manager

Dated: 2/8/05

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 4 APRIL 2005

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. [Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 3/2/05
Auditor [Signature] Date

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 4 day of APRIL, 2005, 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 Peckham & Wright (herein "Consultant").

MP Architects, Inc.

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.



PWA HOURLY RATE SCHEDULE

as of January 2005

SR. PRINCIPAL	\$125.00
PRINCIPAL	\$110.00
PROJECT MANAGER	\$105.00
ARCHITECT IV	\$95.00
ARCHITECT III	\$85.00
ARCHITECT II	\$75.00
ARCHITECT I	\$65.00
TECHNICIAN	\$60.00
SR. ADMINISTRATIVE	\$55.00
ADMINISTRATIVE	\$40.00

The following expenses will be billed at our cost x 1.2: (sub)consultants, reproduction, out-of-town travel, long-distance phone, photographs, renderings, and postage/shipping/delivery.

P E C K H A M & W R I G H T A R C H I T E C T S , I N C .

a member of
PWAE Group, Inc.

15 South Tenth Street
Columbia, Missouri 65201
573.449.2683

fax: 573.442.6213
www.PWArchitects.com

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

PECKHAM & WRIGHT ARCHITECTS, INC.

By NUNNAN PECKHAM

Title C.E.O.

Dated: 02/11/2005

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]

Keith Schnarre, Presiding Commissioner

Dated: 4 APRIL 2005

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 3/2/05
Auditor [Signature] Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

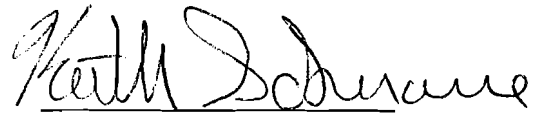
4th day of April

20 05

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached Child Abuse Prevention Month Proclamation.

Done this 4th day of April, 2005.

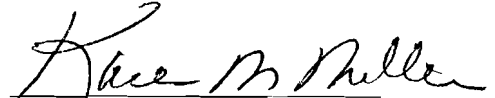


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**CHILD ABUSE PREVENTION MONTH
PROCLAMATION**

WHEREAS, child abuse prevention is a community problem and finding solutions depends on involvement among people throughout the community;

WHEREAS, generally, statistics of children who are abused and neglected escalate each year;

WHEREAS, the effects of child abuse are felt by whole communities, and need to be addressed by the entire community;

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, religious organizations, law enforcement agencies, and the business community;

WHEREAS, youth-serving prevention programs offer positive alternatives for young people and encourage youth to develop strong ties to their community;

WHEREAS, all citizens should become more aware of child abuse and its prevention within the community, and to become involved in supporting parents to raise their children in a safe, nurturing environment;

NOW, THEREFORE the Boone County Commission does hereby proclaim April as Child Abuse Prevention Month in Boone County and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the communities in which we live.

Done this 4th Day of April 2005.

Keith Schnarre, Presiding Commissioner

Karen M. Miller, District I Commissioner

Skip Elkin, District II Commissioner

ATTEST:

Wendy S. Noren, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. ~~26~~

In the County Commission of said county, on the

4th day of April

205

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

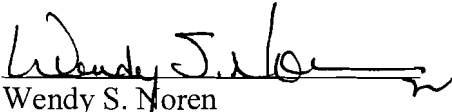
Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Monday, April 4, 2005 immediately following the regularly scheduled Commission Meeting at 9:30 a.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo. to discuss legal actions, cause of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys and 610.021(2) RSMo. to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 4th day of April, 2005.

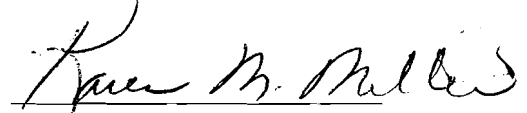


Keith Schnarre
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner