

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 05

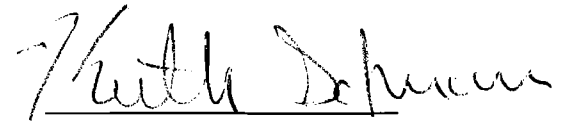
In the County Commission of said county, on the

17th day of May 20 05

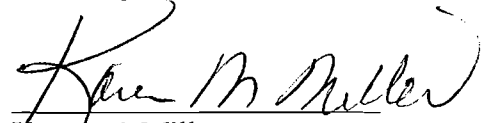
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Disclosure of Lobbying Activities and Certification of Payments to Influence Federal Transactions for the Central Missouri Counties Human Development Corporation.

Done this 17th day of May, 2005.



Keith Schnarre
Presiding Commissioner

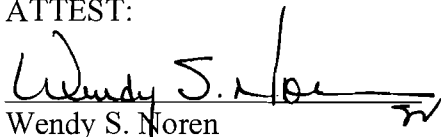


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

4



Central Missouri Counties' Human Development Corporation

A Community Action Agency
807-B N. PROVIDENCE ROAD
COLUMBIA, MO 65203
www.cmchdc.org
(FAX) 573-875-2689 • (TDD) 573-874-6993
573-443-8706

May 13, 2005

Keith Schnarre
Boone County Commission
801 E. Walnut Street
Columbia, Missouri 65201

Dear Mr. Schnarre:

Enclosed you will find a copy of the notice "Renewal of Housing Choice Voucher Program Funding Increments Expiring August 31, 2005". This notice informs our PHA that funds have been obligated to renew expiring Housing Choice Voucher Program HAP funding with increment number MO198VO0076. The effective date of the renewal funding is September 1, 2005. No signature is required on the notice; however since the renewal funding is in excess of \$100,000 certification forms are required.

The certification forms that require your signature are Form HUD-50071, Certification for Contracts, Grants, Loan and Cooperative Agreements and Standard Form SF-LLL, Disclosure of Lobbying, per enclosed Notice PIH 98-59.

The forms must be signed in **blue** ink.

I have arranged, with the County Clerk's Office, to appear before the Commission May 17, 2005 at 9:30 A.M.

Yours truly,

Barbara Johnson
Accountant



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Financial Management Center
2345 Grand Boulevard, Suite 1150
Kansas City, Missouri 64108-2603

HUD Home Page: www.hud.gov

May 05, 2005

BOONE COUNTY PHA
807B NORTH PROVIDENCE ROAD
COLUMBIA, MO 652050000

Dear Executive Director:

SUBJECT: Renewal of Housing Choice Voucher Program Funding Increments Expiring August 31, 2005

This is to notify you that funds have been obligated to renew expiring Housing Choice Voucher (HCV) Program HAP funding increment(s). The specific information concerning the renewal(s) for your public housing agency (PHA) is identified below.

Expiring Funding Increment Number	Replacement HAP Funding Increment Number	Contracted Units	HAP Budget Authority	Effective Date	Term (Mths)
MO198VO0076	MO198VO0077	401	\$304,582	9/1/2005	3

The HAP renewal funding was calculated in accordance with the FY 2005 Appropriations Act. The CY 2005 Hap Renewal Funding Calculation worksheet enclosed with the January 21, 2005 letter from David Vargas details the calculation of your renewal funding. The funding on this renewal represents approximately three months of the total budget authority available to your agency for calendar year 2005. The remainder of the renewal funding for the calendar year will be received and obligated at a later date and your agency will be notified accordingly.

Attached is your Notice to Amend the Consolidated Annual Contributions Contract (CACC) with revised funding exhibits reflecting the change(s) described above. The amendment notice and revised funding exhibits should be filed with your most recent CACC. No execution by HUD or your PHA is required.

Public housing agencies receiving an increment in excess of \$100,000 in Budget Authority (BA) is required to submit Form HUD-50071, Certification of Payments to Influence Federal Transactions, and, if applicable, Form SF-LLL, Disclosure of Lobbying Activities. If this letter notifies you of a renewal in excess of \$100,000, and your PHA has not submitted the Form(s) HUD-50071 (and SF-LLL where applicable) with a budget or budget revision for your current fiscal year; the documents must be submitted to your Financial Analyst at the Financial Management Center (FMC) within 30 days of the date of this letter. These forms are located on the Internet at www.hudclips.org/subscriber/html/forms.htm.

Please contact your Financial Analyst at the FMC if you have any questions.

Sincerely,

 **Barbara A. Lamb**
Digitally signed by Barbara A. Lamb
DN: cn=Barbara A. Lamb, o=FMC
Dipl. of FMS, FMC, Inc./Crane
Director, West Team, c=US
Signature Valid

Attachments

**Consolidated
Annual Contributions Contract**

U. S. Department of Housing and Urban Development
Office of Public and Indian Housing

Housing Choice Voucher Program

Section 8

**HUD NOTICE TO HOUSING AGENCY AMENDING
CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT**

**Housing Agency: MO198
BOONE COUNTY PHA**

In accordance with Paragraph 2.c. of the Consolidated Annual Contributions Contract between HUD and the HA, you are notified that the funding exhibits of the Consolidated Annual Contributions Contract is hereby revised to add a new funding increment as provided in the attached revised funding exhibit. (This notice adds one or more funding increments listed on the attached funding exhibit.)

The revised funding exhibit is attached to this HUD notice. This revised funding exhibit replaces and revises the prior funding exhibit.

In accordance with Paragraph 2.d. of the Consolidated Annual Contributions Contract, this HUD notice and the attached funding exhibit constitutes an amendment to the Consolidated Annual Contributions Contract.

United States of America Secretary of Housing and Urban Development
Authorized Representative

John Phillips, Director
Financial Management Center

Date of Document:

05/05/2005

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PIH SECTION 8 - FUNDING EXHIBIT

PROGRAM-BASED

ACC NUMBER: MO198VO

FIELD OFFICE: 7EPH

MO198
BOONE COUNTY PHA
807B NORTH PROVIDENCE ROAD

COLUMBIA, MO 652050000

HA FISCAL YEAR-END: 03/31

PROGRAM TYPE: Voucher Program

FUNDING INCREMENT NUMBER	FIRST DAY OF TERM	LAST DAY OF TERM	CONTRACT TERM	BUDGET AUTHORITY	UNITS
MO198VO0070	4/1/2004	6/30/2004	3	313,278	401
MO198VO0071	1/1/2004	6/30/2004	6	3,809	N/A
MO198VOA070	4/1/2004	6/30/2004	3	42,114	N/A
MO198VOAU01	1/1/2004	7/31/2004	7	3,143	N/A
MO198VOHT01	1/1/2004	7/31/2004	7	5,400	N/A
MO198VO0072	7/1/2004	9/30/2004	3	338,681	401
MO198VOA072	7/1/2004	9/30/2004	3	49,019	N/A
MO198VO0073	10/1/2004	12/31/2004	3	338,681	401
MO198VO0074	10/1/2004	12/31/2004	3	7,489	N/A
MO198VOA073	10/1/2004	12/31/2004	3	43,821	N/A
MO198VOA074	10/1/2004	12/31/2004	3	1,079	N/A
MO198VOAU02	8/1/2004	12/31/2004	5	1,310	N/A
MO198VOHT02	8/1/2004	12/31/2004	5	3,219	N/A
MO198AF0001	1/1/2005	1/31/2005	1	17,192	N/A
MO198VO0075	1/1/2005	1/31/2005	1	112,678	401
MO198VO0076	2/1/2005	8/31/2005	7	792,964	401
MO198VO0077	9/1/2005	11/30/2005	3	304,582	401
MO198AF0002	2/1/2005	12/31/2005	11	168,285	N/A

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

BOONE COUNTY PHA

Program/Activity Receiving Federal Grant Funding

SECTION 8 HOUSING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

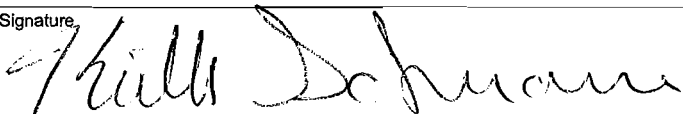
Name of Authorized Official

KEITH SCHNARRE

Title

PRESIDING COMMISSIONER

Signature



Date (mm/dd/yyyy)

05/17/2005

[[Search](#)] [[Prev List](#)] [[Doc List](#)] [[Next List](#)] [[First Doc](#)] [[Prev Doc](#)] [[Curr Doc](#)] [[Next Doc](#)] [[Last Doc](#)]
 [[Bottom](#)] [[Help](#)] [[Text Only](#)]

Byrd Amendment Requirement for Anti-Lobbying Certification

Directive Number: 98-59

[Click Here to Download MS Word File](#)

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing

Special Attention: Secretary Representatives State and Area Coordinators Directors, Office of Public Housing Director, Financial Management Center (FMC), Public Housing Agencies	NOTICE PIH 98-59(HA) Issued: December 3, 1998 Expires: December 31, 1999
--	--

Subject: Byrd Amendment Requirement for Anti-Lobbying
 Certification

1. Purpose: This Notice provides guidance to Public Housing Agencies regarding the submission of the Form HUD-50071, Certification for Contracts, Grants, Loan and Cooperative Agreements, as required by the Byrd Amendment.
2. Background: Prior to the issuance of the new revised Consolidated Annual Contributions Contracts (CACCs), which were transmitted under [Notice PIH 98-21](#), housing agencies (HAs) were required to submit Form [HUD-50071](#) with their CACC whenever the HA executed an amendment to the CACC to add budget authority for increments exceeding \$100,000. However, the new revised CACC issued on April 7, 1998, eliminates the need for HUD to prepare a CACC on Form [HUD-52520](#) for execution by the HA each time new or renewal funding increments are added after the revised CACC has been executed by the HA.
3. Revised Submission Requirements: Henceforth, if an HA receives funds exceeding \$100,000 in budget authority, in any HA fiscal year the HA is required to submit form HUD-50071, Certification for Contracts, Grants, Loan and Cooperative Agreements, certifying that the HA has not and will not make any prohibited payment from federally appropriated funds. In addition, the HA is required to submit [Standard Form\(SF\)-LLL](#), Disclosure of Lobbying Activities, disclosing any payment made, or agreement to make a payment, with other than federally appropriated funds for influencing or attempting to influence executive or legislative branch personnel in connection with new or renewal funding.

The forms must be submitted with each annual budget submission, which ensures that the requirement is met. HAs will not be permitted to draw on new renewal or incremental funding increments for the Section 8 programs until the Certifications are received by HUD.

4. Contact: Questions should be addressed to Mary C. Conway,
Director, Section 8 Finance Division.

/s/ Harold Lucas
Assistant Secretary for Public
and Indian Housing

Attachment ([Click here for Form HUD-50071.](#))

[\[Search\]](#) [\[Prev List\]](#) [\[Doc List\]](#) [\[Next List\]](#) [\[First Doc\]](#) [\[Prev Doc\]](#) [\[Curr Doc\]](#) [\[Next Doc\]](#) [\[Last Doc\]](#)
[\[Top\]](#) [\[Help\]](#)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 05

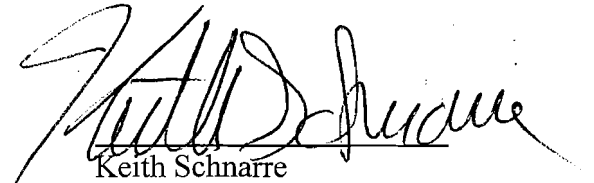
In the County Commission of said county, on the

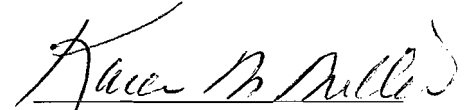
17th day of May 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 36-03MAY05 for a Hydraulic Excavator to Cooke Sales and Service Company. The County Commission approves the disposal through trade-in of one (1) 1995 Daewoo DH170 Serial Number 0136. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract and disposal request form.

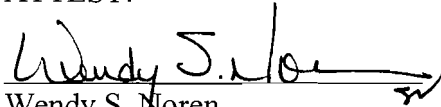
Done this 17th day of May, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Boone County Purchasing

Heather Turner, CPPB
Buyer



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

217-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: May 12, 2005
RE: 36-03MAY05 Hydraulic Excavator

The Bid for a Hydraulic Excavator closed on May 3, 2005. Seven bids were received. Purchasing and the Public Work's department recommend award to Cooke Sales & Service Company for submitting the low bid.

Total cost of the contract is \$89,934.00 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 Daewoo DH170 Serial Number 0136. The budgeted amount for this purchase is \$125,000.00.

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

ATT: Disposal Form
Bid Tabulation

cc: Greg Edington, Public Works
Bid File

BID TABULATION								
36-03MAY05 Hydraulic Excavator								
		Crown Power & Equipment	Victor L. Phillips Co.	Cooke Sales & Service	Roland Machinery	Tri-State Const. Equip.	G.W. Van Keppel	Fabick CAT
4.7	PRICING							
4.7.1	2005 Model Hydraulic Excavator per section 2	\$140,648.00	\$135,600.00	\$198,820.00	\$149,189.00	\$162,500.00	\$134,064.00	\$147,006.00
	Make	Case	Hyundai	JCB	Komatsu	John Deere	Kobelco	Caterpillar
	Model	CX210	210LC-7	220LC or 200LC	PC200LC-7	200C-LC	SK210LC	320C
4.7.2	Trade-in 1995 Daewoo	\$26,000.00	\$30,250.00	\$108,886.00	\$18,000.00	\$41,500.00	\$16,000.00	\$15,000.00
4.8	Cash discount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.9	Grand Total of Equipment (4.7.1 - 4.7.2 - 4.8)	\$114,648.00	\$105,350.00	\$89,934.00	\$131,189.00	\$121,000.00	\$118,064.00	\$132,006.00
4.10	Warranty	None	None	None	12 mo/unlimited hours full machine warranty	12 mo unlimited hours full warranty/additional 36 mo./5000 hr power train	3 yr/5000 hr. power train warranty included additional cost for extra warranty-see bid	6 mo. Total machine
4.11	Deviations	None	None	None	None	None	None	8' of power cable inside cab N/A
4.13	Co-op	Yes	Yes	No	Yes	No	Yes	Yes
4.14	Delivery ARO	60 Days	45-60 Days	30-90 Days	60 Days	60-90 Days	2-3 Days for machine w/48" bucket 10-12 weeks for coupler, 72" bucket, and hyd thumb	6 weeks

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05/10/05

FIXED ASSET TAG NUMBER: 10294

DESCRIPTION: Daewoo DH170 Hydraulic Excavator

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION:

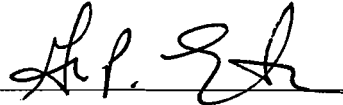
CONDITION OF ASSET: Functional , weak hydraulic system.

REASON FOR DISPOSITION: Trade on new unit.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not needed, dealer will pickup when new machine arrives.

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 5/15/95

ORIGINAL COST \$103,424

ORIGINAL FUNDING SOURCE 2741- R&B

1605

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

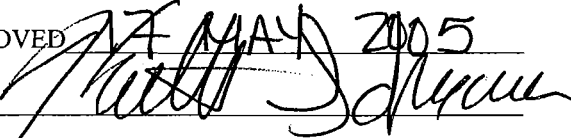
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 212-2005

DATE APPROVED 17 MAY 2005

SIGNATURE 

5/10/05

DATE

246

VENDOR NO.

Cooke Sales & Service Company

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

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 purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

Transaction Not Subject To Bidding For The Following Reason:

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

To: County Clerk's Office

RECEIVED

MAY 10 2005

#36-03MAY05

(Enter Applicable Bid / Sole Source / Emergency Number)

Comm Order # 212-2005

Return to Auditor's Office

BOONE COUNTY AUDITOR

Ship To Department # 2040

Bill To Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
040	92400	Hydraulic Excavator	1	198820.00	198820.00
		Trade In (1995 Daewoo DH170 S/N 0136)	1		(\$108886.00)
		TOTAL			89934.00

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.


Requesting Official


Auditor Approval

**PURCHASE AGREEMENT FOR
HYDRAULIC EXCAVATOR**

THIS AGREEMENT dated the 17 day of MAY 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cooke Sales & Service Company**, 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 Hydraulic Excavator, bid number **36-03MAY05** 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 May 2, 2005 executed by Oscar M. Cooke, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

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

- | | |
|---|----------------|
| • Item 4.7.1. – Hydraulic Excavator | \$198,820.00 |
| • Trade-In One (1) 1995 Daewoo DH170 S/N 0136 | (\$108,886.00) |
| • For a total cost of | \$89,934.00 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 30 to 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:

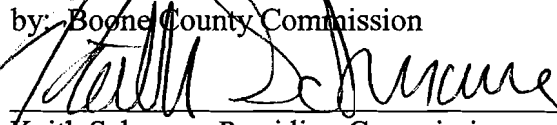
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

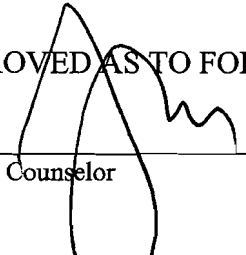
Cooke Sales & Service Company

by 
title PRES.


BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature by se

5/12/05
Date

2040/92400 -
\$89,934.00

Appropriation Account

CERTIFIED COPY OF ORDER

213 -2005

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 05

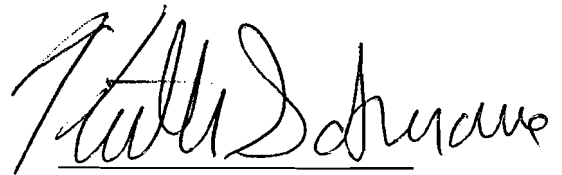
In the County Commission of said county, on the

17th day of May 20 05

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

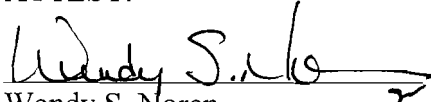
Now on this day the County Commission of the County of Boone does hereby authorize the disposal of computer/peripheral surplus equipment as listed on the May 6, 2005 memo from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms.

Done this 17th day of May, 2005.

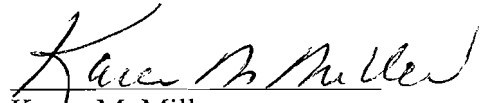


Keith Schnarre
Presiding Commissioner

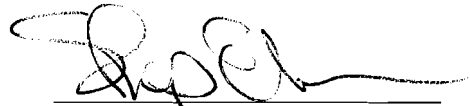
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing
 Kerry Patton
 Office Specialist

Commission Order: 213-2005



601 E. Walnut, Room 209
 Columbia, MO 65201
 Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
 FROM: Kerry Patton
 RE: Computer/Peripheral Surplus Equipment
 DATE: May 6, 2005

The following items have been identified as surplus. The Information Technology Department has approved these items for disposal. The Purchasing Department is requesting approval for disposal through auction service.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	12568	Monitor 17"	Compaq	S710	Poor, Screen Burned In	015CG23PB228
2.	12430	Monitor 17"	Compaq	S710	Poor, but working, screen burned in	012CG23PC661
3.	12567	Monitor 17"	Compaq	S710	Poor, but working, screen burned in	015CG23PB226
4.	12421	PC	Compaq	IPAQ	Poor but working. No hard drive, no ram, no floppy.	9017DZG4K238
5.	12439	PC	Compaq	IPAQ	Poor but working. No hard drive, no ram.	9006DZG4K257
6.	12419	PC	Compaq	IPAQ	Poor but working. No hard drive, no ram, no floppy.	9017DZG4K305
7.	12447	PC	Compaq	IPAQ	Poor but working. No hard drive, no ram.	9017DZG4K214
8.	12437	PC	Compaq	IPAQ	Poor but working. No hard drive, no ram.	9017DZG4K211
9.	12331	PC	Compaq	IPAQ	Poor but working. No hard drive, no ram.	9009DZG4K168
10.	12441	PC	Compaq	IPAQ	Poor but working. No hard drive, no ram.	9009DZG4K173
11.	12431	PC	Compaq	IPAQ	Poor but working. No hard drive, no	9008DZG4K045

Commission Order:

					ram.	
12.	12507	PC	Compaq	IPAQ	Poor but working. No hard drive, no ram.	9017DZG4K219
13.	11511	PC	Tangent	200	Non-working, hard drive removed	316389

cc: Surplus File
Mike Mallicoat, IT
Sue Lake, Auditor

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

214-2005

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: May 10, 2005
RE: MM45 – Bituminous Material – Term and Supply

The Bid for Bituminous Material Term and Supply closed on March 3, 2005. Three bids were received. Public Work's recommends award by low bid, by line item as follows with Primary and Secondary contractors:

Vance Brothers: Primary: PEP, SS-1 and AEP
Secondary: CRS-2, MC-3000, CRS-2P, and MC-800

Coastal Energy: Primary: CRS-2, MC-3000, CRS-2P, and MC-800
Secondary: SS-1

Koch Materials: Secondary: PEP and AEP

This Term & Supply contract will be paid out of department 2040 PW Maintenance Operations, account number 26400 Road Oil. The original budget is for \$208,999, and \$249,224 remains in the account at this time.

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

ATT: Bid Tabulation

cc: David Mink, Public Works
Liz Sanders, City of Columbia
Bid File

Bid Tabulation

MM 45 - Bituminous Materials Term & Supply

			Koch Pavement Solutions			Vance Brothers, Inc.			Coastal Energy Corporation		
Item #	Type	Gallons	Delivered Unit PRICE/GAL Full Transport Load Min.	Picked up Unit PRICE/GAL 3000 Gal	Picked up Unit PRICE/GAL Full Transport Load	Delivered Unit PRICE/GAL Full Transport Load Min.	Picked up Unit PRICE/GAL 3000 Gal	Picked up Unit PRICE/GAL Full Transport Load	Delivered Unit PRICE/GAL Full Transport Load Min.	Picked up Unit PRICE/GAL 3000 Gal	Picked up Unit PRICE/GAL Full Transport Load
1	CRS-2	316,900	No Bid	No Bid	No Bid	0.86	0.77	0.77	\$0.8090	\$0.8090	\$0.8090
2	MC-3000	10,000	No Bid	No Bid	No Bid	1.17	1.08	1.08	1.056	1.056	1.056
3.00	PEP	42,700.00	1.17	1.09	1.09	0.80	0.71	0.71	No Bid	No Bid	No Bid
4.00	SS-1	1-Full Tanker Load	0.96	0.88	0.88	0.91	0.82	0.82	0.938	0.938	0.938
5.00	CRS-2P	150,000.00	No Bid	No Bid	No Bid	1.14	1.05	1.05	1.01	1.01	1.01
6.00	MC-800	1-Full Tanker Load	No Bid	No Bid	No Bid	1.24	1.15	1.15	1.12	1.12	1.12
7.00	AEP	42,700.00	1.25	No Bid	No Bid	0.80	0.71	0.71	No Bid	No Bid	No Bid
8.00	Demurrage Charge		50/hr	after 1.5 hrs		60/hr	after 1.5 hrs		40/hr	2 hrs free	
	Coop?		Yes			yes			Yes		
	Delivery		1day			24 hrs			2 days		

No Bids

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 17 day of MAY 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Vance Brothers Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM45**, Mid-Missouri Public Purchasing Introduction and General Provisions, Specifications for Bituminous Materials, the un-executed Vendor Response Sheet, as well as the Contractor's bid response dated May 2, 2005 and executed by Mark A. 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 Introduction and General Provisions, Specifications for Bituminous Materials, and the un-executed Vendor Response Sheet, shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period May 24, 2005 through March 31, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for one additional one-year period subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County as the **Primary Contractor, PEP, SS-1 and AEP**. The Contractor agrees to act as the **Secondary Contractor for CRS-2, MC-3000, CRS-2P and MC-800**. The items shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. As Primary Contractor for the items listed above, Vance Brothers shall act as the primary supplier and shall furnish all items bid, as needed and as ordered by the County. If proposed delivery schedule is not acceptable for the County, the County will contact and schedule the items and delivery with the secondary contracted supplier. As Secondary Contractor, Vance Brothers Inc. shall act as the secondary supplier and shall furnish bituminous material listed above for the County if the primary contracted supplier cannot provide an acceptable schedule for the County.

4. Delivery - Contractor agrees to deliver the items as specified within 24 hours after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid

response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

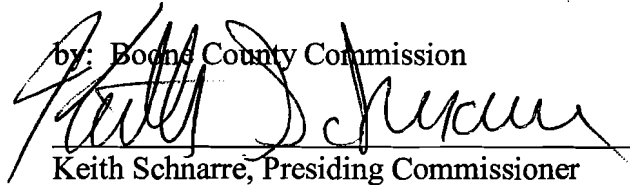
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

VANCE BROTHERS INC.

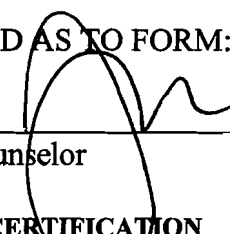
BOONE COUNTY, MISSOURI

by _____
title _____
address _____

by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:



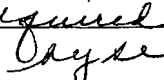
County Counselor



Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

no encumbrance required
Signature 

5/12/05
Date

2040/26400 Term/Supply

Appropriation Account

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 17 day of MAY 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Coastal Energy Corporation**, 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 **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM45**, Mid-Missouri Public Purchasing Introduction and General Provisions, Specifications for Bituminous Materials, the un-executed Vendor Response Sheet, as well as the Contractor's bid response dated May 2, 2005 and executed by Ron Adkisson on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Provisions, Specifications for Bituminous Materials, and the un-executed Vendor Response Sheet, shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period **May 24, 2005 through March 31, 2006** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for one additional one-year period subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County as the **Primary Contractor: CRS-2, MC-3000, CRS-2P and MC-800**. The Contractor agrees to act as the **Secondary Contractor** for **SS-1**. The items shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. As Primary Contractor for the items listed above, Coastal Energy Corporation shall act as the primary supplier and shall furnish the items bid, as needed and as ordered by the County. If proposed delivery schedule is not acceptable for the County, the County will contact and schedule the items and delivery with the secondary contracted supplier. As Secondary Contractor, Coastal Energy Corporation shall act as the secondary supplier and shall furnish bituminous material listed above for the County if the primary contracted supplier cannot provide an acceptable schedule for the County.

4. Delivery - Contractor agrees to deliver the items as specified within two days after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of

receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

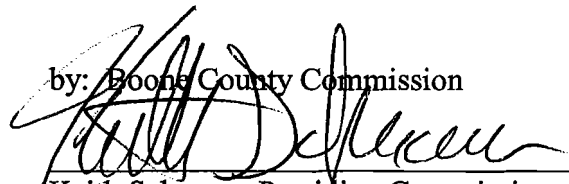
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

COASTAL ENERGY CORPORATION

BOONE COUNTY, MISSOURI

by _____
 title _____
 address _____

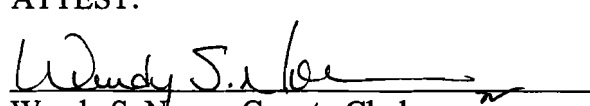
by: Boone County Commission

 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:



 County Counselor



 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

no encumbrances required 2040/26400 Term/Supply
 Signature _____ Date 5/12/05 Appropriation Account _____
by se

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 17 day of MAY 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Koch Materials Company**, 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 **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM45**, Mid-Missouri Public Purchasing Introduction and General Provisions, Specifications for Bituminous Materials, the un-executed Vendor Response Sheet, as well as the Contractor's bid response dated May 2, 2005 and executed by Tyler Francis on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Provisions, Specifications for Bituminous Materials, and the un-executed Vendor Response Sheet, shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period **May 24, 2005 through March 31, 2006** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for one additional one-year period subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County as the **Secondary Contractor: PEP and AEP**. The items shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. As Secondary Contractor, Koch Materials Company shall act as the secondary supplier and shall furnish bituminous material listed above for the County if the primary contracted supplier cannot provide an acceptable schedule for the County.

4. Delivery - Contractor agrees to deliver the items as specified within one day after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing

dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

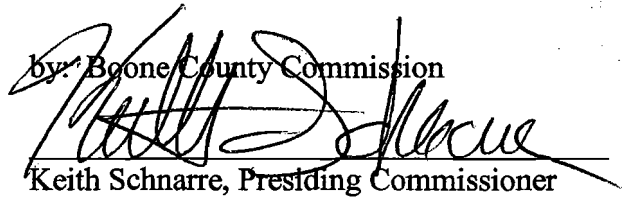
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

KOCH MATERIALS COMPANY

BOONE COUNTY, MISSOURI

by _____
 title _____
 address _____

by: Boone County Commission

 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:



 County Counselor



 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

no encumbrance required

 Signature *Dayse*

5/12/05

 Date

2040/26400 Term/Supply

Appropriation Account

CERTIFIED COPY OF ORDER

215 -2005

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

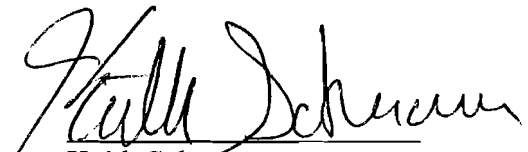
17th day of May 20 05

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:

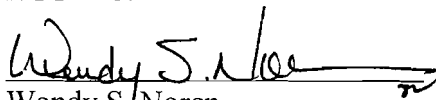
- Chinn & Associates
- Allstate Consultants

Done this 17th day of May, 2005.

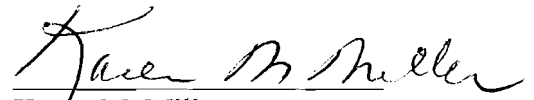


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 17 day of MAY, 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 Chinn & 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.

FEES FOR ADDITIONAL SERVICES – January 2005
CHINN & ASSOCIATES, Inc.

Hourly Rates

Principals: \$125.00 per hr.

Production:

Design/Computer Aided Drafting Services	\$100.00 - \$125.00/hr.
Specification Writing & Clerical	\$45.00 - \$75.00/hr.

For Additional Services of Consultants: including structural, mechanical, electrical and civil, a multiple of one and 25/100 (1.250 times) the amounts billed to the Architect for such services.

Reimbursable Expenses

Mileage	\$.38/mile
Travel & Lodging	Cost x 1.1
Printing & Reproducibles	Cost x 1.1
CAD Plots	\$12.00/sheet
Telephone & Facsimiles	Cost x 1.1
Postage	Cost x 1.1
Miscellaneous Materials	Cost x 1.1
Testing Services	Cost x 1.1

Professional Liability Insurance premiums for policies in excess of one million dollars shall be paid for by the Owner.

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

CHINN & ASSOCIATES

By Kimi Chinn Rother

Title Architect

Dated: 4.7.05

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 17 MAY 2005

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy J. [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.

[Signature] 5/12/05
Auditor [Signature] Date

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 17 day of MAY, 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 Allstate Consultants (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RATE SCHEDULE

REVISED: JANUARY 24, 2004

<u>ITEM</u>	<u>HOURLY RATE</u>
PRINCIPAL ENGINEER/SURVEYOR III	\$98.00
ENGINEER III	\$91.00
ENGINEER II	\$81.00
ENGINEER I	\$71.00
TECHNICIAN IV/SURVEYOR II	\$71.00
TECHNICIAN III	\$61.00
SURVEYOR I	\$61.00
TECHNICIAN II	\$51.00
TECHNICIAN I	\$39.00
CREW (2 MEN)	\$98.00
CREW (3 MEN)	\$110.00
INVESTIGATOR II	\$85.00
SENIOR INVESTIGATOR	\$50.00
INVESTIGATOR I	\$45.00
GPS RECEIVERS (PER UNIT).....	\$25.00
TRAFFIC COUNTERS (PER UNIT)	\$25.00/day
FLOW METERS (PER UNIT)	\$15.00/day
MILEAGE.....	\$00.375/mi.
ATV (PER UNIT).....	\$100.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

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

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

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$ 2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	0.60/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	150.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	175.00/hour
ATV Mounted Drill Rig Surcharge.....	Actual Cost
Specialized In-Situ Tests.....	On Request
Per Diem.....	.65.00/day
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

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

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

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

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

ALLSTATE CONSULTANTS

By [Signature]

Title PRESIDENT

Dated: 12/21/04

BOONE COUNTY, MISSOURI

By [Signature]

Keith Schnarre, Presiding Commissioner

Dated: 17 MAY 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 encumbrance required 5/12/05
Auditor [Signature] Date

CERTIFIED COPY OF ORDER

216 -2005

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 05

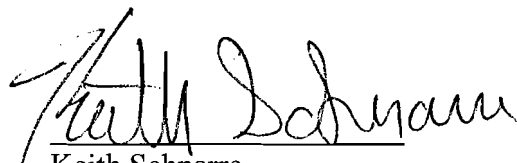
In the County Commission of said county, on the

17th day of May 20 05

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

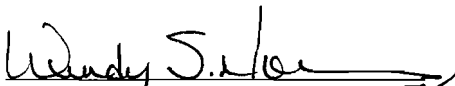
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Application for Funding, VOCA Certificate Assurances, and Audit Requirements for the Victims of Crime Act (VOCA) Grant Application for the Boone County Prosecuting Attorney's Office.

Done this 17th day of May, 2005.



Keith Schnarre
Presiding Commissioner


ATTEST:



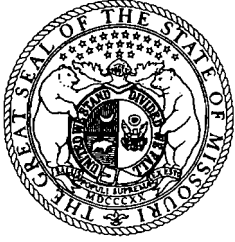
Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



Office of the Boone County Prosecuting Attorney

KEVIN M.J. CRANE, Prosecutor

705 E. Walnut - Courthouse
Columbia, Missouri 65201-4485

573-886-4100
FAX 886-4148

DATE: May 16, 2005

TO: Commissioner Schnarre
Commissioner Miller
Commissioner Elkin

FROM: Kevin M.J. Crane
Boone County Prosecutor's Office

RE: VOCA Grant Application

I respectfully request your approval to apply for VOCA (Victims of Crime Act) grant funds for our Victim Response Team through the Department of Public Safety in the amount of \$52,146.00. We have been receiving funds for the Victim Response Team since 1993. The local match of \$13,080.00 is derived from the existing salary of the Victim Assistant position. The grant funds will be used for the salary and benefits of Mark Koch, Victim Specialist, training, travel and printing expenses.

In 2004 the Boone County Prosecutor's Office filed 4422 misdemeanors and 1561 felonies, over 2000 of those cases are victim related, requiring the assistance of the Victim Response Team. In 2005, through April 30th, we have filed 1377 misdemeanors and 579 felonies. Of the cases filed since October 1st, we have already served 1638 victims.

Thank you for your consideration of this request.

Application for Funding



Missouri Department of Public Safety
Office of the Director
P.O. Box 749 Jefferson City, MO 65102
573-751-4905 e-mail: dpsinfo@dps.mo.gov



SECTION 1 - INSTRUCTIONS

This application must be typewritten. Please refer to the enclosed instructions to complete this form.

SECTION 2 - GRANT PROGRAMS

- VOCA - Victims of Crime Act
 SSVF - State Services to Victims Fund
 STOP - Stop Violence Against Women Grant Program
 Byrne - Byrne Formula Grant (NCAP)
 MCLUP - Mo. Crime Lab Upgrade Program
 RSAT - Residential Substance Abuse & Treatment Program
 CLAP - Crime Lab Assistance Program
 LLEBG - Local Law Enforcement Block Grant
 LGSD - Local Government School District Program
 Title V - Delinquency & Youth Violence Prevention
 Title II - Juvenile Justice Formula Grants
 JAIBG - Juvenile Accountability Incentive Block Grant
 Challenge - Statewide Policies and Programs

SECTION 3 - APPLICANT AGENCY

AGENCY: Boone County Prosecuting Attorney
 FAX: 573-886-4148
 PHONE: 573-886-4100
 ADDRESS: 705 E. Walnut Street
 CITY: Columbia STATE: mo ZIP + FOUR: 65201-4485

SECTION 4 - APPLICANT AUTHORIZED OFFICIAL

NAME: Keith Schnarre FAX: 573-886-4311
 PHONE: 573-886-4305
 TITLE: Presiding Commissioner
 AGENCY: Boone County Commission
 ADDRESS: 801 E. Walnut Street
 CITY: Columbia STATE: MO ZIP + FOUR: 65201

SECTION 5 - PROJECT DIRECTOR

NAME: Jonnie J. Adkins FAX: 573-886-4148
 PHONE: 573-886-4112
 TITLE: Office Administrator E-Mail Address: badins@boonecountymo.or
 AGENCY: Boone County Prosecuting Attorney
 ADDRESS: 705 E. Walnut Street
 CITY: Columbia STATE: mo ZIP + FOUR: 65201-448

SECTION 6 - APPLICANT FISCAL OFFICER

NAME: Kay Murray FAX: 573-886-4369
 PHONE: 573-886-4365
 TITLE: Boone County Treasurer
 AGENCY: Boone County Treasurer's Office
 ADDRESS: 801 E. Walnut Room 112
 CITY: Columbia STATE: mo ZIP + FOUR: 65201

SECTION 7 - NON-PROFIT BOARD CHAIRPERSON

NAME: n/a FAX: _____
 PHONE: _____
 TITLE: _____
 AGENCY: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP + FOUR: _____

SECTION 8 - PROJECT TITLE

Victim Response Team

SECTION 9 - TYPE OF APPLICATION

- New
 Revised
 Renewal
 Continuation

SECTION 10 - CURRENT CONTRACT NUMBER(S)

2002-VOCA-0108 2004-VAWA-0004

SECTION 11 - APPLICANT'S FEDERAL TAX I.D.

43-6000349

SECTION 12 - PROGRAM CATEGORY

SECTION 13 - CONTRACT PERIOD

Beginning Date: 1 1 2005 End Date: 1 1 2006

SECTION 14 - TYPE OF PROJECT

- Statewide
 Regional
 Local


SECTION 15 - PROGRAM INCOME

Will Program Income be generated? Yes No

SECTION 16 - BUDGET

	Total Cost
PERSONNEL	62,508.00
VOLUNTEER MATCH	
TRAVEL	1,646.00
EQUIPMENT	
SUPPLIES/OPERATIONS	1,072.00
CONTRACTUAL	
RENOVATION/CONSTRUCTION	
TOTAL PROJECT COSTS	\$ 65,226.00
FEDERAL/STATE SHARE	80 % \$ 52,146.00
LOCAL MATCH SHARE	20 % \$ 13,080.00

SECTION 17 - AUTHORIZED OFFICIAL'S SIGNATURE


 Signature: _____ Date: 5-17-05

VOCA CERTIFIED ASSURANCES

AGENCY NAME: Boone County Prosecuting Attorney

PROJECT TITLE: VICTIM RESPONSE TEAM

In addition to the general terms contained in the *Application Packet*, the applicant is also conditioned upon and subject to compliance with the following assurances:

1. The applicant assures that it will comply, and all its subcontractors will comply, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Victims of Crime Act; the Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts; the provisions of the current Office of Justice Programs Financial and Administrative Guide for Grants; and all other applicable federal laws, orders, circulars or regulations.
2. The applicant agrees to maintain the records necessary to evaluate the effectiveness of the project.
3. Subgrant Award Reports for VOCA are due with the award documents and no later than 30 days from the beginning of the contract period.
4. VOCA contractors must submit a report, on the form provided by the Department of Public Safety; six months after the beginning date of the contract that outlines the status of the project from both a financial and a programmatic standpoint.
5. The applicant agrees to submit, within 15 days of the project period ending date, a performance report which will include a summary description of the project; the data collected on the performance indicators included in the program description of the application package; the results of the evaluation process; and a brief assessment of impact.
6. The applicant agrees to comply with the provisions outlined in the Program Description for the Victims of Crime Act.
7. **Travel:** Expenditures for travel must be supported and documented by signed travel vouchers. Hotel/motel and meal receipts must be on file. Maximum amounts have been established for mileage, meals and other expenses. **Check with the Department of Public Safety for current rates.** Reimbursement of travel expenses will not occur until after the travel has taken place. Prior approval must be obtained from the MODPS prior to attending any training / travel that is not specifically outlined in the approved budget.
8. **Equipment:** Expenditures for equipment must be in accordance with the approved budget. All items of equipment must be assigned an inventory number and be readily identifiable as being purchased with Missouri Department of Public Safety funds.
9. **Supplies/Operating Expenses:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget. Documentation in the form of paid bills and vouchers must support every expenditure requested for reimbursement. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved. The titles of films, brochures, and other "miscellaneous items", not specifically outlined in the approved budget, must be submitted to the Missouri Department of Public Safety, Office of the Director, for approval prior to purchasing same. Reimbursement of conference registration fees will not be provided until the conference has taken place.
10. **Personnel:** The applicant assures that detailed time and attendance records shall support all personnel costs and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved. **All** VOCA funded employees must keep a timesheet of all activities to document time spent on the project. Only actual time spent on the project may be claimed. The timesheets must include the date, the beginning time, a brief description of, and the ending time for each task performed by the employee.
11. **Local Share:** The approved match must be expended within the period for which federal funds are available for expenditure under the approved contract. Records must be maintained to show the amount and timing of the match. These records are subject to audit in the same manner and to the same extent as books and records dealing with federal funds.

Failure to provide the approved match may result in your agency being required to refund the federal share to the Missouri Department of Public Safety.
12. **Interest:** The applicant assures that federal funds will not be used to pay interest or any other financial costs.
13. **Budget Revisions:**
Formal Budget Revisions: Prior approval must be received from the Missouri Department of Public Safety, Office of the Director, for certain types of changes to the budget or project scope. These types of changes are listed below:

- a. The addition or deletion of a specific budget line item
- b. Monetary additions to the Personnel Budget Category
- c. A change in the approved budget categories in excess of 10 percent of the total award amount.
- d. A change in the scope of the project
- e. A change in or temporary absence of the project director or authorized official
- f. A change in the project site
- g. A change in the name of the agency.

Prior approval must be received from the Missouri Department of Public Safety for any **programmatically** changes in the contract.

Timing of Formal Budget Revisions: If a budget or programmatic revision is required, the request for a change must be submitted at least 30 days prior to the proposed change taking effect and at least 60 days prior to the end of the contract. Budget revisions must be requested on the required form. Budget revisions will not be retroactive unless there are extenuating circumstances presented.

Informal Budget Revisions: Prior approval does not need to be sought from the DPS when transferring less than 10% (cumulative during the contract period) of the total grant award from one budget category to another budget category (except for the Personnel budget – prior approval for movement of funds into this category is necessary).

14. **Contractual Services:** The applicant assures that the following general requirements will be followed when subcontracting for work or services contained in this proposal:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation, and length of time over which the services will be provided which shall not exceed the length of the grant period.
 - b. A copy of all written contracts for contractual or consultant services must be forwarded to the Missouri Department of Public Safety, Office of the Director, upon their ratification.
 - c. Payments must be supported by statements providing the services rendered and supporting the period covered.
 - d. Any contract or agreement for service of \$3,000 or more which is not entered into as a result of competitive bidding procedures (or if only one bid is received) must receive prior approval from the Missouri Department of Public Safety, Office of the Director.
 - e. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the market place. The maximum

rate for consultants is \$450 (excluding travel and subsistence costs for an eight-hour day. An eight-hour day may include preparation, evaluation, and travel time in addition to time required for actual performance. A request for over \$450 per day requires prior approval and additional justification.

15. **Sole Source Procurement:** When only one bid is received or only one vendor is contacted, the purchase is deemed to be sole source procurement. Sole source procurement on purchases with an individual cost from \$3,000 to \$100,000 requires prior approval by the Department of Public Safety.

In addition, sole source procurement for amounts in excess of \$100,000 requires prior U.S. Department of Justice approval.

16. The applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
17. The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall only be used to provide direct services to victims of crime.
18. The applicant assures that federal block grant funds made available will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities of this project (Supplanting does not apply to non-profit organizations).
19. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
20. **Audit:** The applicant agrees to provide an annual audit of their organization, if required, in accordance with the provisions of Office of Management and Budget Circulars applicable to their organization.
21. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice.
22. The applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEO on file which meets the requirements therein.

AUDIT REQUIREMENTS

As a recipient of funds through the Missouri Department of Public Safety, you **ARE** required to submit a copy of your agency's audit for the period covered by this contract.

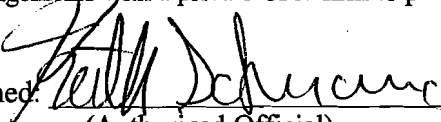
- ⇒ An audit is required for the agency fiscal year, when **State** financial assistance, (which consists of funds received directly from the State of Missouri, but does not include federal pass-through funds), of **\$100,000** or more is expended by the applicant agency.
- ⇒ An audit is required for the agency fiscal year, when **Federal** financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of **\$500,000** or more is expended by the applicant agency.
- ⇒ No audit of any type is required when **STATE** financial assistance of less than \$100,000 or **FEDERAL** financial assistance of less than \$500,000 is expended. However, the recipient must maintain detailed records on grant activity required for such grants.



This section must be completed **even if your agency is not required** to submit an audit to the Missouri Department of Public Safety

1. Date of last audit: 1/1/05 2. Date(s) covered by last audit: 1/1/04-12/31/04
3. Last audit performed by: KPMG Limited Liability Partnership
Phone number of auditor: 314-244-4024
4. Date of next audit: 1/1/06 5. Date(s) to be covered by next audit: 1/1/05-12/31/05
6. Next audit will be performed by: KPMG Limited Liability Partnership
Phone number of auditor: (314) 244-4024
7. Total amount of funds received from ALL entities INCLUDING the Department of Public Safety
Federal Amount: \$ 1,346,624.00 State Amount: \$ 3,091,010.00

NOTE: State Auditor of Missouri audits all state agencies, third class counties, and all judicial circuits. First, second, and fourth class counties and other local political subdivisions and not-for-profit agencies must make arrangements with a private CPA firm to perform an audit.

Signed: 
(Authorized Official)

Date: 5-17-05

Agency: Boone County Prosecuting Attorney

Phone: (573) 886-4305

CERTIFIED COPY OF ORDER

217 -2005

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

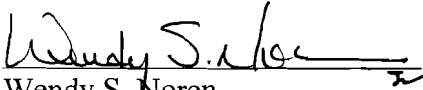
17th day of May 20 05

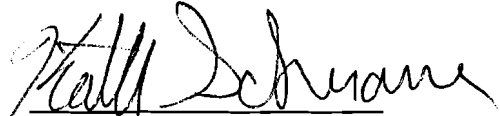
the following, among other proceedings, were had, viz:

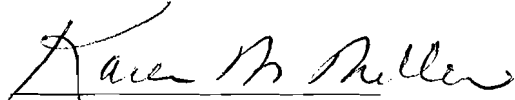
Now on this day the County Commission of the County of Boone does hereby appoint Llona C. Weiss to the Boone County Hospital Board of Trustees for an interim term that will expire with the April 2006 municipal election.


Done this 17th day of May, 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

Keith Schnarre, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

Interim - expires April, 2006 / Municipal Election 217-2005

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Hospital Board of Trustees Term: 4/14/2005

Current Township: Missouri Today's Date: 4/14/2005

Name: LLONA C. WEISS

Home Address: 1801 Johnmeyer Lane Zip Code: 65203

Business Address: 420 East State St., Suite A Zip Code: 65101

Home Phone: 573-445-4973 Work Phone: 573-634-5165
Fax: 573-634-5964 E-mail: lweiss@coin.org *301-7485*

Qualifications: Presently: Regional Manager for Missouri Partnership on Smoking or Health.
9/01 to 1/05 Deputy Director for Outreach and Assistance Center for Missouri Department of Natural Resources.
11/06 to 8/03 Assistant to Director for Department of Natural Resources.
1/93 to 11/98 Director Senate District Office for Senator Joe Moseley.
1/79 to 10/82 Legal Assistant, Estate Administrator and Property Manager for Knight, Ford, Wright, Atwell, Parshall & Baker, Attorneys.
In my professional career I have worked with 30 different Boards and Commissions with the Department of Natural Resources, and served on numerous Boards myself. I have a good working knowledge and ability with board service and compliance with Sunshine Law issues. I care deeply about Boone County, and have lived all my married life here (almost 30 years). Public health and our environment are important to me, and by having the opportunity to serve on the Boone Hospital Center's Board of Trustees, I can effect decisions about our public hospital that are important to Boone Countians and the region our hospital draws from.
I know this Board has before it some challenging issues, and I believe they have served us well. Boone Hospital Center has served as the hospital for all our family needs; my mother has been treated there (from seasonal County); my daughter is a "Boone Baby." The service we have received from everyone at Boone Hospital has been top notch.
My background includes business, legal and governmental experience. I have my BA in Business Administration from Columbia College.

Past Community Service: Volunteer at Boone Hospital Center (2005).
Leadership Missouri Alumni Association, Board of Directors.
Boone Electric Community Trust, Trustee (1997-2003) & Vice President (2002-03).
Columbia College National Alumni Assn: Board of Directors 1999-2001 (President 1999-01).
Columbia College S.F.E. Advisory Board member.
Columbia College volunteer for capital campaigns, and guest lecturer.
Downsview Optimist Club, Board of Directors 1995-2001.
Phoenix Programs, Inc. Board of Directors 1997-98.
Volunteer on charity work with Central Missouri Food Bank, Leaves & Fishes, and Habitat for Humanity.
Columbia Public Schools, former volunteer and tutor.

References: Don Stamper
Columbia, MO
Joe Moseley
Columbia, MO
Steve McHood
Hartsburg, MO
Gerard Slay
St. Louis, MO
Annetta St. Clair

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

Int:
3
may 4:00
Int 4/21 10:30
10:45
11:00