

44-2007

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

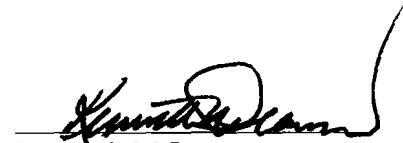
Term. 20 07

In the County Commission of said county, on the 6<sup>th</sup> day of February 20 07

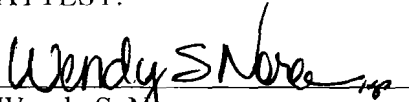
the following, among other proceedings, were had, viz:

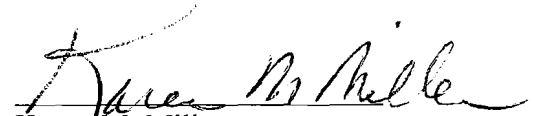
Now on this day the County Commission of the County of Boone does hereby award bid 03-25JAN07 Jemerson Creek Road Bank Stabilization to Kevin Rackers Excavating, LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

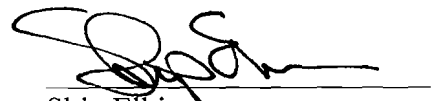
Done this 6<sup>th</sup> day of February, 2007

  
Kenneth M Pearson  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

44-2007

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

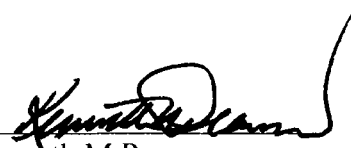
Term. 20 07

In the County Commission of said county, on the 6<sup>th</sup> day of February 20 07

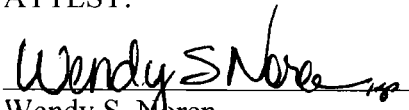
the following, among other proceedings, were had, viz:

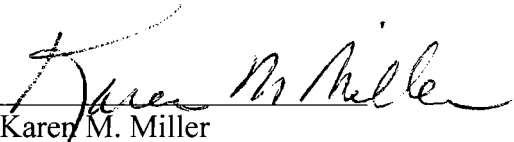
Now on this day the County Commission of the County of Boone does hereby award bid 03-25JAN07 Jemerson Creek Road Bank Stabilization to Kevin Rackers Excavating, LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 6<sup>th</sup> day of February, 2007

  
Kenneth M. Pearson  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

44-2007

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Kevin Rackers Excavating, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 03-25JAN07**  
**Jemerson Creek Road Bank Stabilization**  
Project No. 07-025  
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$33,262.50 for a total contract amount of \$33,262.50.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 13
19. Boone County Standard Terms and Conditions
20. Army Corps of Engineers Permit
21. Plan Sheets

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

**Thirty Three Thousand Two Hundred Sixty Two Dollars and Fifty Cents (\$33,262.50)**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 2/8/07 at  
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By:   
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

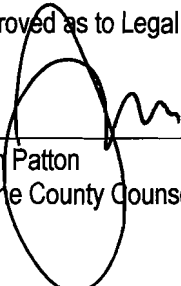
CONTRACTOR: **Kevin Rackers Excavating, LLC**

By:   
Authorized Representative Signature

By: \_\_\_\_\_  
Authorized Representative Printed Name

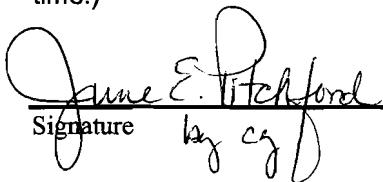
Title: Kevin Rackers

Approved as to Legal Form:

  
John Patton  
Boone County Counselor

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 a measurable county obligation at this time.)

  
Signature *by c.j.f.*

2/8/07  
Date

2045/71100 - \$33,262.50

Appropriation Account

**PERFORMANCE BOND**

Bond #6469813

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Kevin Rackers Excavating, LLC

2817 County Road 338, New Bloomfield, MO 65063

as Principal, hereinafter called Contractor, and First National Insurance Company of America  
P.O. Box 66769, St. Louis, MO 63166-6769

a Corporation, organized under the laws of the State of Washington  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, in the amount of Thirty-Three Thousand Two Hundred Sixty-Two Dollars and 50/100 (\$33,262.50) dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a  
Contract with Owner for:

**BID NUMBER 03-25JAN07**  
**Jemerson Creek Road Bank Stabilization**  
**BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department,  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor  
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing  
hourly wages and comply with all prevailing wage requirements as provided by such Contract and  
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the  
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the  
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms  
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder,  
arrange for a Contract between such bidder and Owner, and make available as work progresses  
(even though there should be a default of a succession of defaults under the Contract or Contracts  
of completion arranged under this paragraph) sufficient fund to pay the cost of completion less  
the balance of the Contract price, but not exceeding, including other costs and damages for which  
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term  
"balance of the Contract price", as used in this paragraph, shall mean the total amount payable by  
Owner to Contractor under the Contract and any amendments thereto, less the amount properly  
paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Kevin Rackers Excavating, LLC

(Contractor)

(SEAL)

BY: *Kevin Rackers*

First National Insurance Company of America

(Surety Company)

(SEAL)

BY: *Kris L. Bennett*

(Attorney-In-Fact) Kris L. Bennett

BY: *Jessica Andrews*

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Kevin Rackers Excavating, LLC  
2817 County Road 338, New Bloomfield, MO 65063,  
as Principal, hereinafter called Contractor, and First National Insurance Company of America  
P.O. Box 66769, St. Louis, MO 63166-6769

a corporation organized under the laws of the State of Washington, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are  
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,  
for the use and benefit of claimants as herein below defined, in the amount of Thirty-Three Thousand

Two Hundred Sixty-Two Dollars and 50/100 DOLLARS

(\$ 33,262.50), for the payment whereof Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered  
into a contract with Owner for

**BID NUMBER 03-25JAN07**  
**Jemerson Creek Road Bank Stabilization**  
**BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference  
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor  
shall promptly make payments to all claimants as hereinafter defined, for all labor and material  
used or reasonably required for use in the performance of the Contract, then this obligation shall  
be void; otherwise, it shall remain in full force and effect, subject, however, to the following  
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:



1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR Kevin Rackers Excavating, LLC (SEAL)

BY: *Kevin Rackers*

SURETY COMPANY First National Insurance Company of America

BY: *Kris L. Bennett*  
(Attorney-In-Fact) Kris L. Bennett

BY: *Jessica Andrews*  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

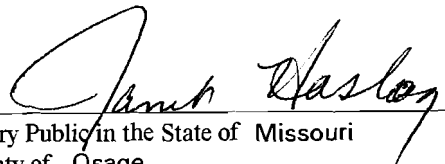
ACKNOWLEDGMENT BY SURETY

STATE OF Missouri }  
County of Cole } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared Kris L. Bennett, known to, me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, GENERAL INSURANCE COMPANY OF AMERICA, FIRST NATIONAL INSURANCE COMPANY OF AMERICA or SAFECO NATIONAL INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(Seal)

  
\_\_\_\_\_  
Notary Public in the State of Missouri  
County of Osage

JANET HASLAG  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
OSAGE COUNTY  
COMMISSION # 06427065  
MY COMMISSION EXPIRES: OCT. 18, 2010



FIRST NATIONAL SURETY  
PO BOX 34526  
SEATTLE, WA 98124-1526

POWER  
OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA  
PO BOX 34526  
SEATTLE, WA 98124-1526

No. 5462

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint  
\*\*\*\*\*LOUIS A. LANDWEHR; KRIS L. BENNETT; CHARLES E. TRABUE; BEV BACKERS; Jefferson City, Missouri\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 16th day of June, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of  
**FIRST NATIONAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,  
(i) The provisions of Article V, Section 13 of the By-Laws, and  
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and  
(iii) Certifying that said power-of-attorney appointment is in full force and effect,  
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this \_\_\_\_\_ day of \_\_\_\_\_



CHRISTINE MEAD, SECRETARY

**IMPORTANT SURETY BOND INFORMATION  
MISSOURI**

Your Safeco agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

**MISSOURI SPECIFIC QUESTIONS**

If you have been unable to contact or obtain information from your agent, you may contact Safeco at the following address and telephone:

AMERICAN STATES INSURANCE COMPANY  
SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA  
Safeco Center  
1191 Second Avenue, Suite 300  
Seattle, WA 98101

Mailing Address:  
P.O. Box 34670  
Seattle, WA 98124-1670

Telephone #206-473-3799

**SECTION IV**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

**SECTION V**

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Kevin Backers Excavating LLC

By: *Kevin Backers*  
(Signature)

Kevin Backers  
(Print or Type Name)

Title: Owner

Address: 2817 Co Rd 338

City, State, Zip: New Bloomfield MO 65063

Phone: 573-491-3819

Fax: 573-491-0144

Date: 1-17-07

## STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: Kevin Rackers Excavating LLC
2. Business Address: 2817 County Rd 338  
New Bloomfield MD 65080
3. When Organized: 2000, July 6
4. When Incorporated: N/A
5. If not incorporated, state type of business and provide your federal tax identification number:  
LLC Kevin 43-1897528
6. Number of years engaged in contracting business under present firm name:  
6 years
7. If you have done business under a different name, please give name and location:  
Kevin Rackers Backhoe and Bobcat service (same address)
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: See attached
12. List of projects currently in progress: See attached

\* Attach additional sheets as necessary \*

*Kevin Rackers Excavating LLC*  
2817 County Rd 338, New Bloomfield, MO 65063  
Phone: 573-491-3819 Fax: 573-491-0144

To Whom It May Concern:

The following are just a few examples of the many projects that we have completed. If you need more please let my secretary know.

1. Brookstone Subdivision in Holts Summit, owner Friederich Construction Inc., contacts Bill Friederich at 573-896-4111. The job consisted of 3470 feet of 8" sewer main connecting to the City of Holts Summit.
2. Williams St. 1<sup>st</sup> and 2<sup>nd</sup> phase in Jefferson City for New Horizons. This job consisted of 261 feet of 8" sewer main, 3 manholes and 261 feet of asphalt ditch.
3. Lindenwood Subdivision, owner Spektor Development, contact Tom Snodgrass at 573-619-1586. This job consisted of 1778 feet of 8" sewer main with 19 service connections and 4 utility crossings.
4. Shepherd Hills Estates, owner Greg Rackers, contact at 573-619-9500. This job consisted of 3423 feet of 8' sewer main to Jefferson City spec's with 13 manholes.
5. Nottingham Dr., owner Tom Prenger, contact at 573-295-4324. This job consisted of 3700 feet of 8" sewer main with 18 manholes with rings and lids, 7 inlet boxes and 7 storm sewer rings and lids. All completed within 120 working days.
6. Subdivision for Block Investments, owner Shannon Block, contact at 694-3377. This job consisted of 300 feet of 8" sewer main all to Jefferson City specs, with 2 lampholes and manholes.
7. Hunters Creek Subdivision, owner Bill Friederich. This job consisted of appx 5000 feet of 8" sewer main along with one treatment plant.
8. Stoney Creek Subdivision, owner is Rackers and Chinn, contact Paul or Rama Chinn at 573-636-9839. This job consisted of 3000 feet of 8" sewer main.
9. Vanloo Subdivision, owner Fred Vanloo. This job consisted of approximately 1300 feet of 8" sewer main and lampholes along with 1300 feet of road to grade to Cole county specs.
10. 2005 Sanitary Sewer Renewals Project for the City of Fulton, scope of work is as follows: the renewal of existing sewer main in three separate areas, approximately 3943 feet of 8" SDR 35, 17 manholes, and 36 service connections.
11. Wastewater Collection System Improvements for Blair Oaks R-II School District, the work consists of 2120 feet of 8" SDR 35 PVC gravity sewer with granular embedment, 13 manholes at a depth of 10 feet, 3 lateral extensions.
12. Continental Products Site Improvements Project for the City of Mexico including 1493 feet of storm sewer improvements with concrete and asphalt replacement. 11 area inlets, 1 30" junction box, and 112 feet of 10" SDR 35 PVC.
13. EP-1 Trunk Sewer Opal Smith Property 80-acre point sewer for the City of Columbia Public Works Department consisting of approximately 2570 linear feet of 8-inch gravity sewer, 9 manholes, seeding along with other incidental work.
14. Replacing 4 60" overflow pipes and widening two dams in two separate lakes at the Callaway Nuclear Plant for Ameren UE.

15. Installing new entrance and parking lot for the Jefferson City YMCA off of Ellis Blvd.

The following is a list of people and places that we have completed jobs for, I do not have the specifics on any of them, but I can come up with phone numbers for them if you decide that you need them.

1. J. Young Inc.
2. City of Holts Summit
3. Elmer Werdehausen
4. Art Rice
5. Saddlebrook Subdivision
6. Toni Cox
7. Dave Kemp
8. Larry Hoelscher
9. City of Hillsboro

Currently we are involved in the following large projects:

1. West Blvd/Marygene Storm Drainage Project, which includes the construction of 53 linear feet of reinforced concrete culvert, 1074 linear feet of storm drainage pipe, 19 inlets and junction structures, 474 square feet (face) of segmental block retaining wall, channel stabilization, 450 linear feet of sanitary sewer pipe, street patching, grading, seeding and other incidental work.
2. Construction of Bridge No. 12200081, a three span P/S I-girder bridge over Dry Fork creek for Warren County MO.
3. Terrill Road Improvement Project, which includes the removal and replacement of 780 feet of concrete street, replacing curb and gutter, RCP storm water pipe, and 3 area inlets.

Sincerely,  
Kevin Rackers



**Kevin Rackers**  
**Excavating L.L.C.**

2817 Co. Rd. 338 New Bloomfield, MO 65063

Office: (573) 491-3819 Fax: (573) 491-0144

*Rock Chipping\*Trucking\*Backhoe\*Hydramat\*Trackhoe*

E-mail: kevinrackers@earthlink.net

**To Whom It May Concern:**

For the following projects we center staked with elevation, rough cut the street, put in any storm sewer and street crossings necessary, put in curb stake with elevation, after sub-contractor pours curb and gutter, come back in and compact street, bring to grade so sub-contractor can come back and pour streets.

1. Brookstone Subdivision, 1700 linear feet concrete streets to City of Holts Summit spec's, with concrete curb and gutter. Work completed for Friederich Construction Inc., contact Bill Friederich @ 573-896-4111.
2. Lindenwood Subdivision, 1300 linear feet of concrete streets to Callaway County spec's, with concrete curb and gutter. Work completed for Spektor Development, contact Tom Snodgrass @ 573-619-1586.
3. Hidden Hollow Subdivision, 300 linear feet of concrete streets to City of Holts Summit spec's, with concrete curb and gutter. Work completed for Bryan Werdehausen, contact him @ 573-896-5705. This subdivision is just getting started and we will be installing many more feet of streets.
4. Shepherd Hills Estates Subdivision, 2100 linear feet of street to grade for asphalt streets to Cole County spec's. Work completed for Greg Rackers, contact him @ 573-619-9500.
5. Nottingham Dr., 2200 linear feet of street to grade for asphalt streets to Cole County Spec's. Owner Tom Prenger, contact him @ 573-295-4324.
6. Stoney Creek Subdivision, 1900 linear feet of street to grade for asphalt streets to Callaway County spec's. Owner Paul Chinn Construction, contact Paul Chinn @ 573-636-9839.
7. Vanloo Subdivision, 1300 linear feet of street to grade for asphalt streets to Cole County spec's. Owner Fred Vanloo, contact him @ 573-694-1535.
8. Camzie Drive, 1300 linear feet of concrete street to Cole County spec's with curb and gutter. Owner Jan Young, contact her at 573-690-9939.
9. Quigg Commons parking lot for the Jefferson City Parks and Recreation Department, this job consisted of installing 1676 SQ. YDS. 6" PCC concrete pavement parking area with rollstone base, 82 sq. yds. 10' wide 4" pcc concrete sidewalk, 90 sq. yds. 6" pcc concrete paved drive entrance with rollstone base, and all paint parking striped with symbols. Contact Drew Hake with MECO engineering in Jefferson City, @ (573) 893-5558.
10. We are currently the General Contractor on a job for the YMCA Firley Center in Jefferson City, which consists of 1556 sq of 6" non-reinforced concrete pavement with roll stone base, 927' linear feet of type A curb and gutter, 127 sy of 7" type C commercial entrance.

**Kevin Rackers Excavating LLC**  
**Contract Progress report for uncompleted contracts**  
**As of 12/5/2006**

Brief Description of contract	1.contract price Incl' appvd. extras	2. Original Gross Profit	3. Total billings to date	4. Total costs to date	5.current estimate of costs to complete	6.completion date (mo/yr)
Marygene Street Storm Sewer Improvements	\$307,204.99	\$30,720.49	\$26,129.07	\$107,106.21	\$160,000.00	12/31/2006
Warren County , Concord Hill Bridge Improvement.	\$328,484.00	\$32,848.40	\$75,544.50	\$64,575.22	\$204,322.47	3/13/2006
Terrill Road Improvements This job is being held until 3/1/2007.	\$271,043.44	\$27,104.34	0.00	0.00	\$240,000.00	Job awarded, waiting on Notice to proceed.
<b>Totals:</b>	\$906,732.43	\$90,673.22	\$101,673.57	\$171,681.68	\$604,322.47	

**All contracts completed since last fiscal statement or last progress report:**

Description of contract	Final contract price/original estimated gross/final gross profit		
1. City of Mexico Continental Products Site Improvements	\$85,656.69	/ \$7,215.00	/ \$13,123.88
2. EP-1 Trunk Sewer-Opal Smith Property 80-acre point sewer	\$204,812.95	/ \$20,481.29	/ \$22,339.97
3. Building Dams for Callaway Nuclear plant.	\$213,772.26	/ \$18,944.60	/ \$70,288.44
4. Bass Ave Project for Boone Hospital.	\$176,900.00	/ \$17,870.00	/ \$50,604.72
5. YMCA Firley Center	\$108,143.20	/ \$10,405.82	/ \$22,939.50

# BID FORM

## JEMERSON CREEK ROAD BANK STABILIZATION PROJECT Project No. 07-025

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

### JEMERSON CREEK ROAD BANK STABILIZATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
1	Mobilization	LS	1	2000. <sup>00</sup>	2000. <sup>00</sup>
2	Traffic Control	LS	1	1000. <sup>00</sup>	1000. <sup>00</sup>
3	Restoration	LS	1	800. <sup>00</sup>	800. <sup>00</sup>
4	Construction Staking	LS	1	500. <sup>00</sup>	500. <sup>00</sup>
5	Clearing	LS	1	500. <sup>00</sup>	500. <sup>00</sup>
6	Excavation	LS	1	1200. <sup>00</sup>	1200. <sup>00</sup>
7	Type 2 Boone County Rock Blanket	CY	930	28. <sup>00</sup>	26,040. <sup>00</sup>
8	Filter Fabric	SY	815	1.50	1222.50
<b>BID TOTAL</b>					<b>33,262.50</b>

**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

COUNTY OF Callaway

Kevin Rackers, being first duly sworn, deposes and

says that he is owner  
(Title of Person Signing)

of Kevin Rackers Excavating LLC  
(Name of Bidder)

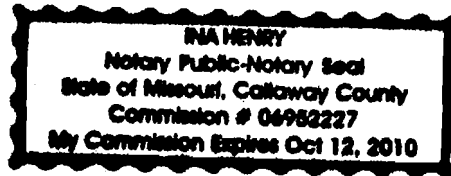
that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By Kevin Rackers

By \_\_\_\_\_

By \_\_\_\_\_



Sworn to before me this 17 day of January, 20 07

[Signature]  
Notary Public

My Commission Expires October 12, 2010

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder; (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual                      ( ) partnership                      ( ) joint venture  
( ) corporation, incorporated under laws of the state of \_\_\_\_\_

Dated Jan 17, 20 07  
Name of individual, all partners, or joint  
venturers:

Kevin Rackers

Address of each:

2817 Co Rd 338

New Bloomfield MO 65063

doing business under the name of:

Address of principal place of business in  
Missouri:

Kevin Rackers Excavating LLC

(If using a fictitious name, show this name above in addition to legal names.)

N/A

(If a corporation - show its name above)

ATTEST:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

# BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Callaway

On this 17 day of January, 20 07

before me appeared Kevin Backers to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the Owner  
President or other agent

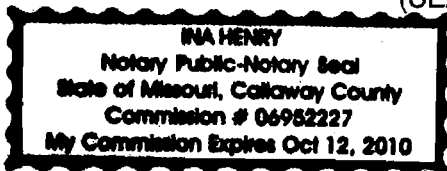
of Kevin Backers Excavating LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Jan, 17 the day and year first above written.

(SEAL)

Maury

Notary Public



My Commission expires October 12, 20 10.



SAFECO Insurance Company  
PO Box 34526  
Seattle, WA 98124-1526

**FIRST NATIONAL SURETY**

**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, Kevin Rackers Excavating, LLC

of 2817 County Road 338, New Bloomfield, MO 65063 (hereinafter called the Principal),

as Principal, and FIRST NATIONAL INSURANCE COMPANY OF AMERICA

(hereinafter called the Surety), as Surety are held and firmly bound unto Boone County Purchasing Office  
601 E. Walnut, Columbia, MO 65201

(hereinafter called the Obligee) in the penal sum of Five Percent of Amount Bid

Dollars (\$ 5% )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Jemerson Creek Road Bank Stabilization

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 25th day of January, 2007.

[Signature]  
Witness

Kevin Rackers Excavating, LLC [Signature]  
Principal  
owner Title

[Signature]  
Witness

FIRST NATIONAL INSURANCE COMPANY OF AMERICA  
By [Signature]  
Kris L. Bennett, Attorney-in-Fact



SAFECO Insurance Company  
PO Box 34526  
Seattle, WA 98124-1526

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri

County of Cole

}  
} ss.

On this 25th day of January, 2007, before me personally appeared Kris L. Bennett, known to, me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, GENERAL INSURANCE COMPANY OF AMERICA, FIRST NATIONAL INSURANCE COMPANY OF AMERICA or SAFECO NATIONAL INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Missouri  
County of Osage

(Seal)

JANET HASLAG  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
OSAGE COUNTY  
COMMISSION # 06427065  
MY COMMISSION EXPIRES: OCT. 18, 2010





POWER OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA  
PO BOX 34526  
SEATTLE, WA 98124-1526

FIRST NATIONAL SURETY  
BOX 34526  
SEATTLE, WA 98124-1526

No. 5462

KNOW ALL BY THESE PRESENTS:

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint  
\*\*\*\*\*LOUIS A. LANDWEHR; KRIS L. BENNETT; CHARLES E. TRABUE; BEV BACKERS; Jefferson City, Missouri\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 16th day of June, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,  
(i) The provisions of Article V, Section 13 of the By-Laws, and  
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and  
(iii) Certifying that said power-of-attorney appointment is in full force and effect,  
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 25th day of January, 2007



CHRISTINE MEAD, SECRETARY

**IMPORTANT SURETY BOND INFORMATION  
MISSOURI**

Your Safeco agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

**MISSOURI SPECIFIC QUESTIONS**

If you have been unable to contact or obtain information from your agent, you may contact Safeco at the following address and telephone:

**AMERICAN STATES INSURANCE COMPANY  
SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA**

Adams Building  
4634 154th PL NE  
Redmond, WA 98052

Mailing Address:  
P.O. Box 34526  
Seattle, WA 98124

Telephone #425-376-6535

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CH  
KEVIN-1

DATE (MM/DD/YYYY)  
02/12/07

**PRODUCER**  
Winter-Dent & Company  
101 E. McCarty Street  
P.O. Box 1046  
Jemerson City MO 65102-1046  
Phone: 573-634-2122 Fax: 573-636-7500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
Kevin Rackers Excavating, LLC  
2817 County Road 338  
New Bloomfield MO 65063

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Western Group	10804
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		<b>GENERAL LIABILITY</b>	CWP2633014	01/01/07	01/01/08	EACH OCCURRENCE	\$ 1000000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000	
						PERSONAL & ADV INJURY	\$ 1000000	
						GENERAL AGGREGATE	\$ 2000000	
						PRODUCTS - COMP/OP AGG	\$ 2000000	
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A		<b>AUTOMOBILE LIABILITY</b>	CWP2633014	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000	
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
<input checked="" type="checkbox"/> HIRED AUTOS								
<input checked="" type="checkbox"/> NON-OWNED AUTOS								
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$	
							\$	
A		<b>EXCESS/UMBRELLA LIABILITY</b>	TBD	01/01/07	01/01/08	EACH OCCURRENCE	\$ 1000000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1000000	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
		<b>OTHER</b>						
A		Leased/Rented	CWP2633014	01/01/07	01/01/08	\$1000 ded	200000	
A		Install Floater	CWP2633014	01/01/07	01/01/08	\$250 ded	20000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
Project: 03-25JAN07- Jemerson Creek Road Bank Stabilization

**CERTIFICATE HOLDER**

**CANCELLATION**

BOONE44  
  
Boone County Purchasing  
601 E. Walnut, Room 209  
Columbia MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Candace Horn*



# TRABUE, HANSEN & HINSHAW, INC.

Transmittal

1901 Pennsylvania  
Columbia, MO 65202  
573-814-1568  
Fax: 573-814-1128

To: Mary Schooley  
Administrative Assistant  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

Date: 07/29/2007  
Re: Jemerson Creek Road Bank  
Stabilization and  
Smith Hatchery Road Bank  
Stabilization

Fax:

THHinc #: 063514

JUL - 3 2007

We are transmitting:

- By Hand
- Under Separate Cover
- U.S. Mail
- UPS/Federal Express
- Facsimile
- (        pgs incl. this sheet)
- Correspondence
- Drawings
- Specifications
- Shop Drawings
- Revised Cost Estimates
- As requested
- For your files
- For your review
- For your approval

Quantity	Date	Description/Remarks
/		Executed Original Contracts for the Additional Services for the Smith Hatchery Road Bank Stabilization

cc:

From: *Dorie Evers*  
*Gene*  
 Gene R. Hinshaw, President

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the \_\_\_\_ day of \_\_\_\_\_, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: TRABUE, HANSEN & HINSHAW, INC

Project/Work Description: SMITH HATCHERY ROAD BANK STABILIZATION

Proposal Description: See attached proposal.

Modifications to Proposal: Fees and expenses shall not exceed \$4495.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

**TRABUE, HANSEN & HINSHAW**

By [Signature]

Title President

Dated: 6-28-07

**BOONE COUNTY, MISSOURI**

By [Signature]  
Director, Boone County Public Works

Dated: 6/21/07

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**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] 6/22/07  
Auditor by [Signature] Date 2045-71102

1901 Pennsylvania  
Columbia, MO 65202

June 20, 2007

Mr. Shane Creech, P.E.  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

Re: Smith Hatchery Road Bank Stabilization  
THHinc #063514

Dear Shane,

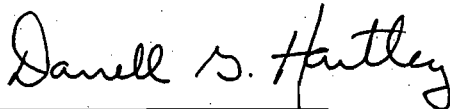
Pursuant to my recent site meeting with Andrew Dick, please allow this letter to serve as our request for additional services compensation on the referenced project. As we discussed, our request is based upon revising and updating the project plans necessitated by the changes in field conditions resulting from recent flooding in Bon Femme Creek:

1. Resurvey the west bank of the creek from the bridge to a distance of about 495 feet north.
2. Revise the survey base sheet and stabilization design based upon the updated survey.
3. Revise the Engineer's Estimate to reflect the redesigned project.

We have attached a workplan to this letter to outline our additional effort.

For our redesign of this unforeseen change in site conditions, we request our contract be increased in the amount of \$4,495.00. We appreciate this opportunity to serve the County and look forward to continued successful projects.

Sincerely,  
TRABUE, HANSEN, AND HINSHAW, INC.



Darrell G. Hartley, P.E.  
Project Manager





Barr Engineering Company  
3236 Emerald Lane • Jefferson City, MO 65109  
Phone: 573-636-5331 • Fax: 573-636-5323 • www.barr.com

Minneapolis, MN • Hibbing, MN • Duluth, MN • Ann Arbor, MI • Jefferson City, MO

July 2, 2007

JUL - 5 2007

Ms. Mary Schooley  
Administrative Assistant  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

**Re: SPCC - Spill Prevention, Control and Counter Measure Plan**

Dear Mary:

Enclosed please find your copy of the "Approval of Proposal for Consultant Services" signed by Alan J. Fandrey on July 2, 2007. If you have any questions or need any further information, please contact me at the address above or via phone at 573-638-5022.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard J. Campbell". The signature is written in a cursive style.

Richard J. Campbell, P.E.  
Senior Air Quality Engineer

Encl.



APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

JUL - 5 2007

Effective the \_\_\_\_ day of \_\_\_\_\_, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: BARR ENGINEERING COMPANY

Project/Work Description: SPILL PREVENTION, CONTROL AND COUNTER MEASURE PLAN (SPCC)

Proposal Description: See attached proposal.

Modifications to Proposal: Fees and expenses shall not exceed \$4000 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

BARR ENGINEERING COMPANY

By Alan J. Paruly

Title v.p.

Dated: 7/2/07

BOONE COUNTY, MISSOURI

By David M. [Signature]  
Director, Boone County Public Works

Dated: 6/25/07

APPROVED AS TO FORM:

[Signature]  
County Attorney

CERTIFICATION:

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

June E. [Signature] 6/28/07  
Auditor by cap Date



Barr Engineering Company  
3236 Emerald Lane • Jefferson City, MO 65109  
Phone: 573-638-5000 • Fax: 573-638-5001 • www.barr.com *An EEO Employer*

---

Minneapolis, MN • Hibbing, MN • Duluth, MN • Ann Arbor, MI • Jefferson City, MO

June 21, 2007

Mr. Greg Edington  
Fleet Maintenance Superintendent  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

**Re: SPCC Update Cost Estimate**

Dear Greg:

Thank you for the opportunity to provide this proposal. Outlined below is our understanding of the scope, schedule and budget for the project.

SCOPE

Boone County has made changes to the site requiring re-evaluation of the SPCC Plan. In addition, the SPCC regulations have been revised, and as such, the Plan needs to reflect the rule revisions.

Barr will conduct the required site visit and with Boone County's input update the Plan. At this time it is expected that I will complete the majority of the work. In the event that I would need some assistance, Rob Murphy or Tony Schroer could provide support. Tony is a geologist with Barr and Rob is an engineer. Both Rob and I are Registered Professional Engineers in Missouri and Tony is a Registered Geologist.

SCHEDULE

Barr expects to be available to begin work the week of April 30<sup>th</sup>. Completion of the project should occur sometime the week of June 4<sup>th</sup> or within 4 weeks of authorization to proceed, whichever is later, assuming timely responses to information requests.

BUDGET

The estimated cost to complete the project as described above is \$4000. Boone County will be charged on a time and materials basis so that if Barr can complete the work for less, Boone County will only be invoiced for the actual resources required to complete the project.

If you have any questions or concerns, please let me know.

Respectfully,

A handwritten signature in black ink, appearing to read "Richard J. Campbell".

Richard J. Campbell, P.E.  
Senior Air Quality Engineer  
(573) 638 5022

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the \_\_\_ day of \_\_\_\_\_, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: RTI CONSULTANTS

Project/Work Description: SUPPLEMENT TO BOONE COUNTY JAIL ROOF REPLACEMENT CONTRACT DATED 3/22/07, COMMISSION ORDER #129-2007 (ADD'L WORK PER INSURANCE COMPANY).

Proposal Description: See attached proposal.

Modifications to Proposal: Fees and expenses shall not exceed \$3100 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

**RTI CONSULTANTS**

By *Michael P. [Signature]*

Title Principal

Dated: 6/28/07

**BOONE COUNTY, MISSOURI**

By *David [Signature]*  
Director, Boone County Public Works

Dated: 6/28/07

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

**CERTIFICATION:**

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

*June E. Pitchford* 6/26/07  
Auditor *by [Signature]* Date  
6200-60100

**EXHIBIT "C" Additional time required to produce Alternate Metal Panel roof system**

**Allocated Hours Boone County Jail RTI No. 7047**

**Schematic**

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	0.5	\$ 120.00	\$ 60.00
Project Manager	1.0	\$ 100.00	\$ 100.00
Consultant	0.5	\$ 90.00	\$ 45.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	0.5	\$ 50.00	\$ 25.00
<b>Sub-Total</b>			<b>\$ 230.00</b>

**Development**

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	0.5	\$ 120.00	\$ 60.00
Project Manager	1.0	\$ 100.00	\$ 100.00
Consultant	0.5	\$ 90.00	\$ 45.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	0.5	\$ 50.00	\$ 25.00
<b>Sub-Total</b>			<b>\$ 230.00</b>

**Construction Documents**

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	1.0	\$ 120.00	\$ 120.00
Project Manager	2.5	\$ 100.00	\$ 250.00
Consultant	1.0	\$ 90.00	\$ 90.00
AutoCAD Operator	12.0	\$ 50.00	\$ 600.00
Clerical	0.5	\$ 50.00	\$ 25.00
<b>Sub-Total</b>			<b>\$ 1,085.00</b>

**Bidding**

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	4.5	\$ 120.00	\$ 540.00
Project Manager	5.0	\$ 100.00	\$ 500.00
Consultant	1.0	\$ 90.00	\$ 90.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	0.5	\$ 50.00	\$ 25.00
<b>Sub-Total</b>			<b>\$ 1,155.00</b>

**Administration**

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	0.0	\$ 120.00	\$ 0.00
Project Manager	0.0	\$ 100.00	\$ 0.00
Consultant	0.0	\$ 90.00	\$ 0.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	0.0	\$ 50.00	\$ 0.00
<b>Sub-Total</b>			<b>\$ 0.00</b>

**Reimbursable Expenses**

Not to exceed sum for reimbursable items (printing, mileage) \$100.00

Additional time required to discuss design with insurance company by Project Manager up to 3 hours @ \$100/hour \$300.00

**Total \$ 3,100.00**

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

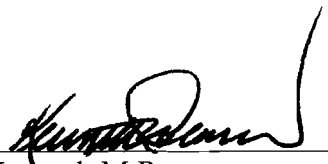
Term. 20 07

In the County Commission of said county, on the 6<sup>th</sup> day of February 20 07

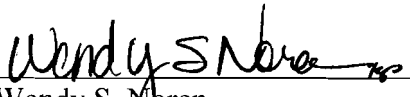
the following, among other proceedings, were had, viz:

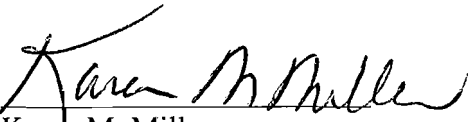
Now on this day the County Commission of the County of Boone does hereby approve the request to utilize the State of Missouri Cooperative Contract, C107081002 for Passenger Vans with Joe Machens Ford. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

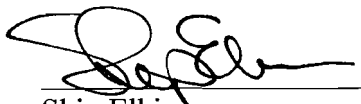
Done this 6<sup>th</sup> day of February, 2007

  
Kenneth M Pearson  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 6<sup>th</sup> day of February 20 07

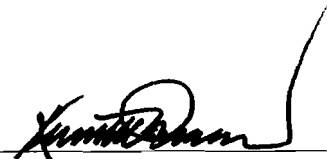
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the use of the following Consultant Agreements.

- Bucher, Willis & Ratliff Corp.
- Butler, Rosenbury & Assoc.
- CM Engineering
- Malicoat-Winslow Engineers, P.C.
- Olsson Associates

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

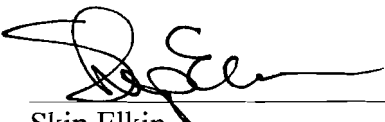
Done this 6<sup>th</sup> day of February, 2007

  
 \_\_\_\_\_  
 Kenneth M Pearson  
 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 6 day of February 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Butler, Rosenbury & 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.

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


**BUTLER, ROSENBURY & ASSOCIATES**

By 

Title EXECUTIVE VICE PRESIDENT

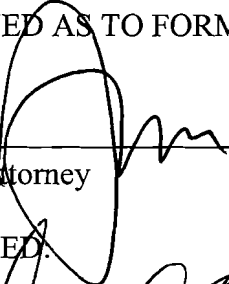
Dated: JANUARY 5, 2007

**BOONE COUNTY, MISSOURI**

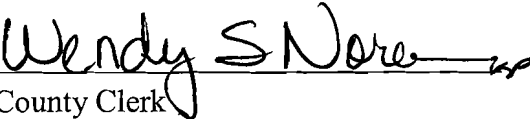
By   
Presiding Commissioner

Dated: 6 FEB 07


APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Public Works

**CERTIFICATION:**

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

No encumbrance required 1/26/07  
Auditor by cog Date

Permit Supply  
2045-71102

EXHIBIT A

**2007 SCHEDULE OF HOURLY BILL RATES**

CEO/President	\$180.00
Principal Architect or Engineer	\$150.00
Architect III	\$130.00
Architect II	\$100.00
Architect I	\$85.00
Intern Architect III	\$70.00
Intern Architect II	\$60.00
Intern Architect I	\$55.00
Engineer VI	\$120.00
Engineer V	\$105.00
Engineer IV	\$90.00
Engineer III	\$80.00
Engineer II	\$70.00
Engineer I	\$60.00
Principal Landscape Architect	\$150.00
Landscape Architect III	\$110.00
Landscape Architect II	\$90.00
Landscape Architect I	\$70.00
Intern Landscape Architect	\$60.00
Interior Designer V	\$120.00
Interior Designer IV	\$100.00
Interior Designer III	\$85.00
Interior Designer II	\$70.00
Interior Designer I	\$55.00
CAD Drafter IV	\$65.00
CAD Drafter III	\$55.00
CAD Drafter II	\$50.00
CAD Drafter I	\$45.00
Student Intern – Professional	\$40.00
Senior Administrative	\$90.00
Administrative III	\$70.00
Administrative II	\$50.00
Administrative I	\$35.00

**2007 SCHEDULE OF REIMBURSABLE EXPENSES**

**REPRODUCTIONS**

Blueline or Blackline Prints:	
18" x 24"	Direct Cost
24" x 36"	Direct Cost
30" x 42"	Direct Cost
Sepia Prints	Direct Cost
Mylar Prints	Direct Cost
Photocopies (8.5" x 11" or 8.5" x 14")	Direct Cost

**CORRESPONDENCE**

Long Distance Telephone	Direct Cost
Overnight Mail	Direct Cost
Courier	Direct Cost
Postage	Direct Cost
Long Distance Outgoing Facsimile	Direct Cost

**TRAVEL**

Out of Town Automobile Mileage	I.R.S. Standard Rate
Air Travel	Direct Cost
Out of Town Lodging & Meals	Direct Cost

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 6 day of February 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Malicoat-Winslow Engineers, P.C. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**MALICOAT-WINSLOW ENGINEERS, P.C.**

**BOONE COUNTY, MISSOURI**

By Judith F Malicoat

By [Signature]

Presiding Commissioner

Title V.P.

Dated: 12-15-06

Dated: 6 EB 07

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Attorney

Wendy S Nere  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Public Works

**CERTIFICATION:**

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

No encumbrances required. 1/26/07  
Auditor by cg of Date

Term + Supply  
2045-71102

HOURLY RATES FOR MALICOAT-WINSLOW ENGINEERS P.C.

PRINCIPAL ENGINEER	\$105/hr
PROFESSIONAL ENGINEER	\$105/hr
ENGINEER-IN-TRAINING	\$70/hr
CADD SUPERVISOR	\$60/hr
CADD TECHNICIAN	\$50/hr
CLERICAL	\$40/hr

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 6 day of February, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Olsson Associates (herein "Consultant").

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

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

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

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

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

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

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

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.

ORIGINAL

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

**OLSSON ASSOCIATES**

By 

Title Vice President

Dated: 12/22/06

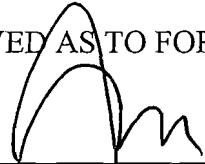
**BOONE COUNTY, MISSOURI**

By 

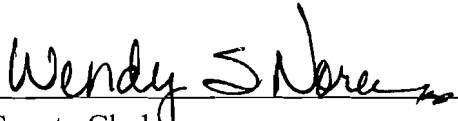
Presiding Commissioner

Dated: 6 Feb 07

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Public Works

**CERTIFICATION:**

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

No encumbrance required 1/26/07 Jarvis Supply  
Auditor by eg Date 2045-71102

## KC 2007 Rate Schedule

<u>Category</u>	<u>Description</u>	<u>Billing Rate</u>
99	Project Principal	179.00
100	Regional Manager	201.00
101	Team Leader	174.00
102	Group Leader	146.00
103	Client Manager	143.00
104	Senior Engineer	154.00
105	Senior Project Engineer	137.00
106	Project Engineer	119.00
107	Associate Engineer	98.00
108	Assistant Engineer	81.00
109	Student Engineer	51.00
125	Senior Landscape Architect	125.00
126	Senior Project Landscape Archite	106.00
128	Project Landscape Architect	93.00
129	Associate Landscape Architect	75.00
130	Assistant Landscape Architect	60.00
150	Senior Project Planner	106.00
152	Assistant Planner	64.00
175	Senior Scientist	122.00
176	Senior Project Scientist	104.00
177	Project Scientist	91.00
179	Assistant Scientist	62.00
178	Associate Scientist	74.00
200	Senior Surveyor	96.00
201	Surveyor	83.00
202	Associate Surveyor	61.00
203	Assistant Surveyor	48.00
206	2-Man Support Crew	0.00
225	Technical Manager	104.00
226	Design Associate	91.00
227	Design Technician	76.00
228	Senior Technician	70.00
229	Associate Technician	59.00
230	Assistant Technician	51.00
231	Student Technician - Level 1	39.00
232	Student Technician - Level 2	51.00
80	Community Services Specialist	174.00
81	Community Consultant	62.00
28	Economic Dev. Consultant/Fund.	72.00
29	Business Operations Manager	126.00
31	Facilitation Specialist	119.00
33	Administrative Manager	91.00
34	Administrative Specialist	103.00
35	Administrative Supervisor	83.00
36	Administrative Coordinator	65.00
37	Administrative Assistant	53.00
38	Secretarial	54.00
39	Office Assistant	35.00
72	Computer Systems Coordinator	68.00
75	Computer Systems Technician	50.00
77	Web Developer	57.00

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 6 day of February, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CM Engineering (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

CM ENGINEERING

By *Fanny S. Fussell*

Title *Principal*

Dated: *Dec. 14, 2006*

BOONE COUNTY, MISSOURI

By *Kenneth [Signature]*

Presiding Commissioner

Dated: *6 FEB 07*

APPROVED AS TO FORM:

*[Signature]*  
County Attorney

APPROVED:

*[Signature]*  
Director, Boone County Public Works

ATTEST:

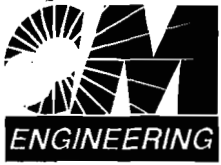
*Wendy S. Nore*  
County Clerk

CERTIFICATION:

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

*No encumbrance required 1/26/07*  
Auditor *by cgy* Date

*Summit Supply*  
2045-71102



## *HOURLY FEES*

---

Principal Engineer .....	\$125.00/hour
Engineer .....	\$85.00/hour
Designer .....	\$65.00/hour
Drafter.....	\$50.00/hour
Clerical/Administrative .....	\$40.00/hour

Reimbursable Expenses are Billed at Cost plus 10%

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 6 day of February 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Bucher, Willis & Ratliff Corp. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BUCHER, WILLIS & RATLIFF CORP.**

By   
Ronald A. Williamson

Title Executive Vice President

Dated: 12-29-06

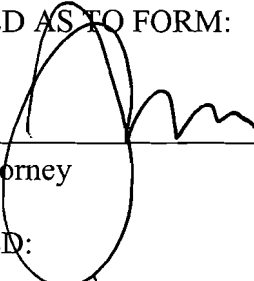
**BOONE COUNTY, MISSOURI**

By 


Presiding Commissioner

Dated: 6 FEB 07

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Public Works

**CERTIFICATION:**

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

No encumbrance required. 1/26/07

Auditor by cag Date

Term + Supply  
2045-71102



**BUCHER, WILLIS & RATLIFF CORPORATION**  
**HOURLY RATES**  
**THROUGH DECEMBER 31, 2007**

<u>Classification</u>	<u>Hourly Rate</u>
Principal .....	\$ 190.00
Senior Project Manager .....	\$ 170.00
Project Manager .....	\$ 140.00
Senior Engineer .....	\$ 135.00
Design Engineer IV .....	\$ 115.00
Design Engineer III .....	\$ 95.00
Design Engineer II .....	\$ 85.00
Design Engineer I .....	\$ 75.00
Senior Planner .....	\$ 125.00
Planner III .....	\$ 110.00
Planner II .....	\$ 90.00
Planner I .....	\$ 80.00
Planning Intern .....	\$ 60.00
Senior Architect .....	\$ 135.00
Architect III .....	\$ 120.00
Architect II .....	\$ 105.00
Architect I .....	\$ 90.00
Architectural Intern II .....	\$ 70.00
Architectural Intern I .....	\$ 60.00
Senior Environmental Scientist .....	\$ 125.00
Environmental Scientist III .....	\$ 95.00
Environmental Scientist II .....	\$ 75.00
Environmental Scientist I .....	\$ 60.00
Environmental Planner .....	\$ 75.00
Senior Geologist/Hydrogeologist .....	\$ 115.00
Geologist/Hydrogeologist III .....	\$ 90.00
Geologist/Hydrogeologist II .....	\$ 80.00
Geologist/Hydrogeologist I .....	\$ 70.00
Senior Leisure Planner .....	\$ 135.00
Leisure Planner II .....	\$ 90.00
Senior Landscape Architect .....	\$ 140.00
Landscape Architect III .....	\$ 100.00
Landscape Architect II .....	\$ 75.00
Landscape Architect I .....	\$ 65.00
Senior Technician .....	\$ 100.00
Technician III .....	\$ 80.00
Technician II .....	\$ 70.00
Technician I .....	\$ 60.00
Technician Intern .....	\$ 50.00
Senior Registered Land Surveyor .....	\$ 150.00
Registered Land Surveyor .....	\$ 75.00
Two-Man Survey Crew .....	\$ 125.00
Survey Technician .....	\$ 60.00
Executive Assistant .....	\$ 95.00
Word Processor .....	\$ 60.00
Nuclear Testing Gauge .....	\$ 60.00/Unit/Day
Materials Testing Lab .....	\$ 600.00/Day
Traffic Studies Equipment .....	\$ 15.00/Unit/Day
Mileage .....	Current IRS-Approved Mileage Rate
Survey Vehicle Mileage .....	Current IRS-Approved Mileage Rate + \$0.15

**BUCHER, WILLIS & RATLIFF CORPORATION**  
**HOURLY RATES**  
**THROUGH DECEMBER 31, 2007**

<u>Classification</u>	<u>Hourly Rate</u>
Principal .....	\$ 190.00
Senior Project Manager .....	\$ 170.00
Project Manager .....	\$ 140.00
Senior Engineer .....	\$ 135.00
Design Engineer IV .....	\$ 115.00
Design Engineer III .....	\$ 95.00
Design Engineer II .....	\$ 85.00
Design Engineer I .....	\$ 75.00
Senior Planner .....	\$ 125.00
Planner III .....	\$ 110.00
Planner II .....	\$ 90.00
Planner I .....	\$ 80.00
Planning Intern .....	\$ 60.00
Senior Architect .....	\$ 135.00
Architect III .....	\$ 120.00
Architect II .....	\$ 105.00
Architect I .....	\$ 90.00
Architectural Intern II .....	\$ 70.00
Architectural Intern I .....	\$ 60.00
Senior Environmental Scientist .....	\$ 125.00
Environmental Scientist III .....	\$ 95.00
Environmental Scientist II .....	\$ 75.00
Environmental Scientist I .....	\$ 60.00
Environmental Planner .....	\$ 75.00
Senior Geologist/Hydrogeologist .....	\$ 115.00
Geologist/Hydrogeologist III .....	\$ 90.00
Geologist/Hydrogeologist II .....	\$ 80.00
Geologist/Hydrogeologist I .....	\$ 70.00
Senior Leisure Planner .....	\$ 135.00
Leisure Planner II .....	\$ 90.00
Senior Landscape Architect .....	\$ 140.00
Landscape Architect III .....	\$ 100.00
Landscape Architect II .....	\$ 75.00
Landscape Architect I .....	\$ 65.00
Senior Technician .....	\$ 100.00
Technician III .....	\$ 80.00
Technician II .....	\$ 70.00
Technician I .....	\$ 60.00
Technician Intern .....	\$ 50.00
Senior Registered Land Surveyor .....	\$ 150.00
Registered Land Surveyor .....	\$ 75.00
Two-Man Survey Crew .....	\$ 125.00
Survey Technician .....	\$ 60.00
Executive Assistant .....	\$ 95.00
Word Processor .....	\$ 60.00
Nuclear Testing Gauge .....	\$ 60.00/Unit/Day
Materials Testing Lab .....	\$ 600.00/Day
Traffic Studies Equipment .....	\$ 15.00/Unit/Day
Mileage .....	Current IRS-Approved Mileage Rate
Survey Vehicle Mileage .....	Current IRS-Approved Mileage Rate + \$0.15

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 07

In the County Commission of said county, on the 6<sup>th</sup> day of February 20 07

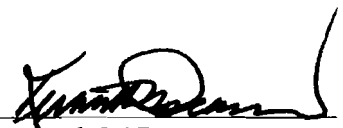
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Public Works Department Director to disperse the following 2007 Revenue Sharing as developed through the budgeting process.

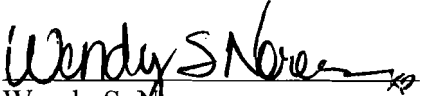
- Ashland
- Centralia
- Centralia Special Road District
- Columbia
- Hallsville
- Harrisburg
- Huntsdale
- McBaine
- Pierpont
- Rocheport
- Strugeon

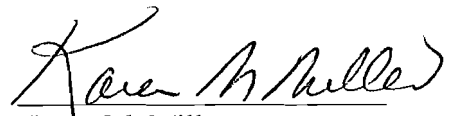
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 6<sup>th</sup> day of February, 2007

  
Kenneth M Pearson  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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

This agreement dated this 6 day of February, 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Centralia Special Road District a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

1. The County hereby agrees to pay the City the sum of Eighty thousand dollars (\$80,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

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

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

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

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

BOONE COUNTY MISSOURI

By:

*Ken Pearson*  
Ken Pearson, Presiding Commissioner  
Boone County Commission

Centralia Special Road District

By:

*Gary Reedel*  
Centralia Special Road District

Date: 6 FEB 07

Date: 2-5-07

ATTEST:

*Wendy S Nore*  
County Clerk

ATTEST:

*Ralph C. John*  
City Clerk

APPROVED AS TO FORM:

*[Signature]*  
John Patton, County Counselor

APPROVED AS TO FORM:

*N/A*  
City Attorney

CERTIFICATION:

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

*Jane E. Pitenfard*  
Auditor by *cg*

Date: 2/5/07

2049-71450

*\* - CSRD has no attorney on retainer therefore no signature.*

*Thanks  
Gary Reedel*

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

This agreement dated this 6 day of February, 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Rocheport a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

1. The County hereby agrees to pay the City the sum of Thirty three thousand seven hundred thirteen dollars (\$33,713) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

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

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

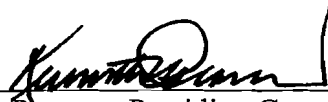


IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

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


BOONE COUNTY MISSOURI

By:

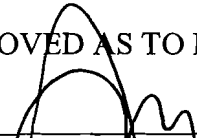
  
\_\_\_\_\_  
Ken Pearson, Presiding Commissioner  
Boone County Commission

Date: 6 FEB 07

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

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


CERTIFICATION:

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

  
\_\_\_\_\_  
Auditor *by cy*

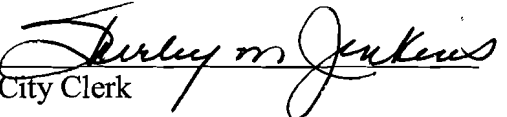
City of Rocheport

By:

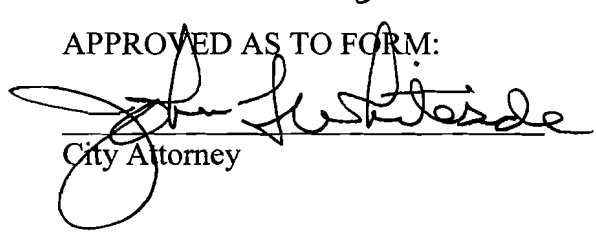
  
\_\_\_\_\_  
Mayor, City of Rocheport

Date: 3/5/07

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Date: 2/5/07  
2049-71450

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

This agreement dated this 6 day of February, 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Harrisburg a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

1. The County hereby agrees to pay the City the sum of Thirty seven thousand four hundred eighty eight dollars (\$37,488) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

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

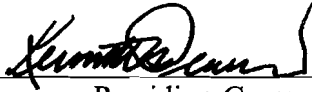
2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue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

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

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

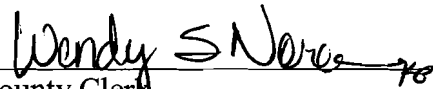
BOONE COUNTY MISSOURI

By:

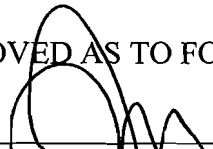
  
Ken Pearson, Presiding Commissioner  
Boone County Commission

Date: 6 FEB 07

ATTEST:

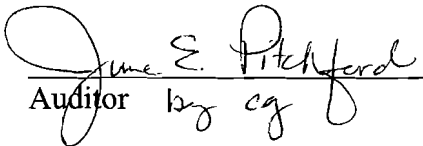
  
County Clerk

APPROVED AS TO FORM:

  
John Patton, County Counselor


CERTIFICATION:

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

  
Auditor by cg

City of Harrisburg

By:

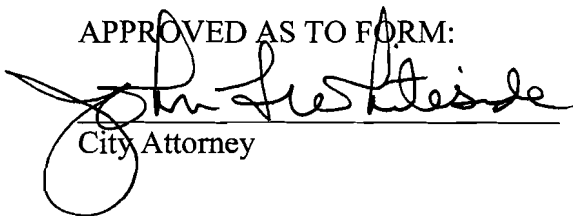
  
Mayor, City of Harrisburg

Date: 2-14-07

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

Date: 2/5/07  
2049-71450

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

This agreement dated this 6 day of February, 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Huntsdale a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

1. The County hereby agrees to pay the City the sum of Eight thousand dollars (\$8,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

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

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

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

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


BOONE COUNTY MISSOURI

By:

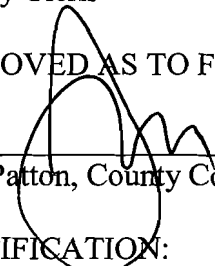
  
Ken Pearson, Presiding Commissioner  
Boone County Commission

Date: 6 FEB 07

ATTEST:

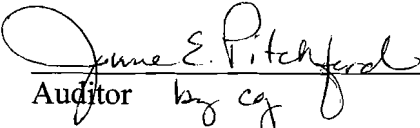
  
County Clerk

APPROVED AS TO FORM:

  
John Patton, County Counselor

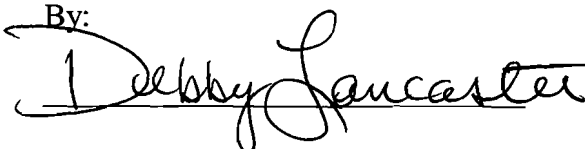
CERTIFICATION:

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

  
Auditor by cg

City of Huntsdale

By:

  
Mayor, City of Huntsdale

Date: 2/20/07

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

City Attorney

Date: 2/5/07

2049-71450

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

This agreement dated this 6 day of February, 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Pierpont a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

1. The County hereby agrees to pay the City the sum of Two thousand five hundred dollars (\$2,500) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-



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


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

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

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

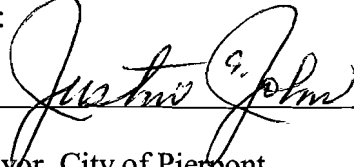
BOONE COUNTY MISSOURI

By:

  
Ken Pearson, Presiding Commissioner  
Boone County Commission

City of Pierpont

By:

  
Mayor, City of Pierpont

Date: \_\_\_\_\_

Date: 3-5-07

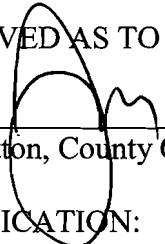
ATTEST:

  
County Clerk

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

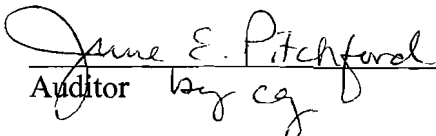
  
John Patton, County Counselor

APPROVED AS TO FORM:

N/A.  
City Attorney

CERTIFICATION:

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

  
Auditor *by cgy*

Date: 2/5/07  
2049-71450

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

This agreement dated this 6 day of February, 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Ashland a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

1. The County hereby agrees to pay the City the sum of Eighty thousand dollars (\$80,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

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

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

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

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

BOONE COUNTY MISSOURI

By:

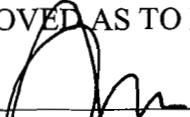
  
\_\_\_\_\_  
Ken Pearson, Presiding Commissioner  
Boone County Commission

Date: 6 Feb 07

ATTEST:

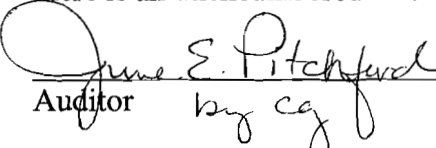
  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

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

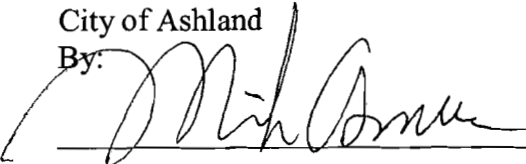
CERTIFICATION:

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

  
\_\_\_\_\_  
Auditor *by cgy*

City of Ashland

By:

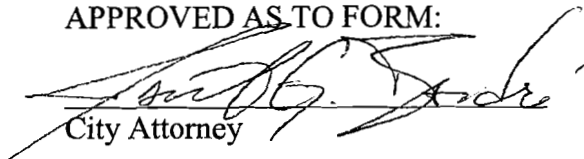
  
\_\_\_\_\_  
Mayor, City of Ashland

Date: 2-20-07

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Date: 2/5/07  
2049-71450

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

This agreement dated this 6 day of February, 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Columbia a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

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

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

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


4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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

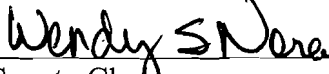
by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:

  
\_\_\_\_\_  
Ken Pearson, Presiding Commissioner  
Boone County Commission  
Columbia  
Date: 6 Feb 07

ATTEST:

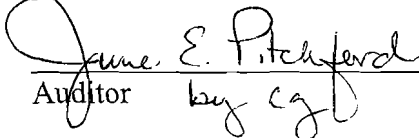
  
\_\_\_\_\_  
Wendy S. Nara  
County Clerk

APPROVED AS TO FORM:

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

CERTIFICATION:

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


  
\_\_\_\_\_  
James E. Pitchford  
Auditor by cjd

Date: 2/5/07

2049-71450

City of Columbia


By:

  
\_\_\_\_\_  
City Manager, City of  
Columbia  
Date: March 22, 2007

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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



019465

Permanent Record  
Filed in Clerk's Office

Introduced by Hindman

First Reading 3-5-07

Second Reading 3-19-07

Ordinance No. 019465

Council Bill No. B 94-07

**AN ORDINANCE**

authorizing a cooperative agreement with Boone County relating to 2007 revenue sharing funds for the Clark Lane improvement project; appropriating funds; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with Boone County relating to 2007 revenue sharing funds for the Clark Lane improvement project. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The sum of \$300,000.00 is hereby appropriated from the County Revenues Account No. 440-0000-463.10-00 to the Clark Lane Project Account No. 440-8800-528.49-90, C00236.

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

PASSED this 19th day of march, 2007.

ATTEST:

[Signature]  
City Clerk

[Signature]  
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]  
City Counselor

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

  
Director of Finance JBF 3/16

COPY

### Boone County Revenue Sharing Application

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

Name of County Entity Columbia

City/County Proposed Project for 2007 Clark Lane - Rt PP to St Charles Road

Total Estimated Cost of 2007 Project \$3,240,000.00

Amount of Revenue Sharing Money Needed to Complete 2007 Project \$1,080,000.00

Explanation for the request and resulting improvement 2005 ballot issue approved by the citizens

Other Funding Sources Available Sales tax funds, development contribution

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

Year 1	<u>Design</u>	<u>\$ 300,000.00</u>	Status <u>Underway</u>
Year 2	<u>ROW</u>	<u>\$ 200,000.00</u>	Status <u></u>
Year 3	<u>Construction</u>	<u>\$ 580,000.00</u>	Status <u></u>
Year 4	<u></u>	<u>\$</u>	Status <u></u>
Year 5	<u></u>	<u>\$</u>	Status <u></u>

Contact Person, address, and phone: David Nichols, Chief Engineer, Columbia Public Works, 701 E. Broadway, Columbia, MO 65201 - (573) 874-7250

Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by June 30, 2006.

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

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

This agreement dated this 6 day of February, 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Sturgeon a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

1. The County hereby agrees to pay the City the sum of Seventeen thousand one hundred thirty dollars (\$17,130) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

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

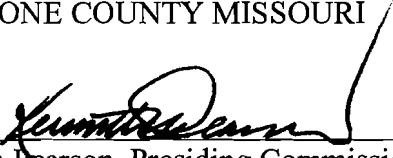
2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
  - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue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

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

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


BOONE COUNTY MISSOURI

By:

  
\_\_\_\_\_  
Ken Pearson, Presiding Commissioner  
Boone County Commission

City of Sturgeon

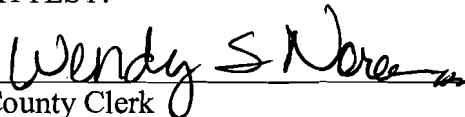
By:

  
\_\_\_\_\_  
Mayor, City of Sturgeon

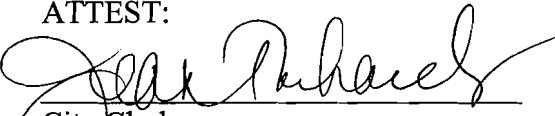
Date: 6 FEB 07

Date: FEB 21, 2007

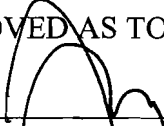
ATTEST:

  
\_\_\_\_\_  
County Clerk

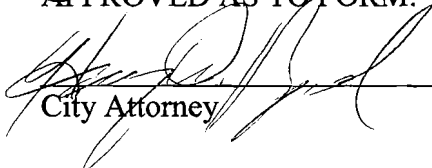
ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

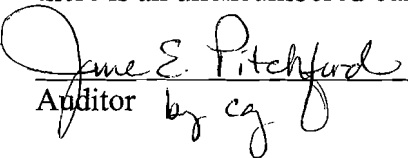
  
\_\_\_\_\_  
John Patton, County Counselor

APPROVED AS TO FORM:

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

CERTIFICATION:

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

  
\_\_\_\_\_  
Auditor by c.g.

Date: 2/5/07  
2049-71450

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

This agreement dated this 6 day of February 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Centralia a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

1. The County hereby agrees to pay the City the sum of Eighty thousand dollars (\$80,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

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

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




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

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

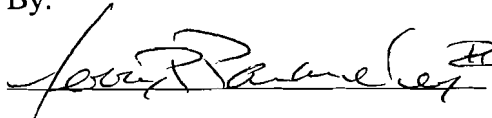
BOONE COUNTY MISSOURI

By:

  
\_\_\_\_\_  
Ken Pearson, Presiding Commissioner  
Boone County Commission

City of Centralia

By:

  
\_\_\_\_\_  
Mayor, City of Centralia

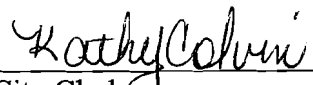
Date: 6 Feb 07

Date: 2-2007


ATTEST:

  
\_\_\_\_\_  
County Clerk

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

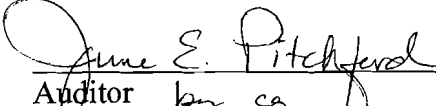
  
\_\_\_\_\_  
John Patton, County Counselor

APPROVED AS TO FORM:

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

CERTIFICATION:

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

  
\_\_\_\_\_  
Auditor by *cg*

Date: 2/5/07  
2049-71450

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

This agreement dated this 6 day of February, 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Hallsville a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

1. The County hereby agrees to pay the City the sum of Eighty thousand dollars (\$80,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

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


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

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

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

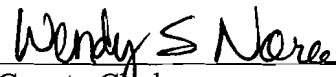
BOONE COUNTY MISSOURI

By:

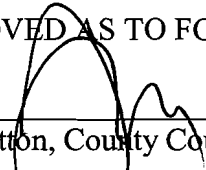
  
\_\_\_\_\_  
Ken Pearson, Presiding Commissioner  
Boone County Commission

Date: 6 FEB 07

ATTEST:

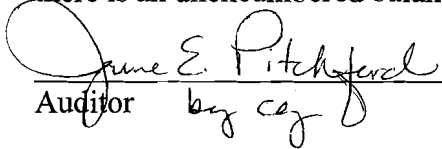
  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

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

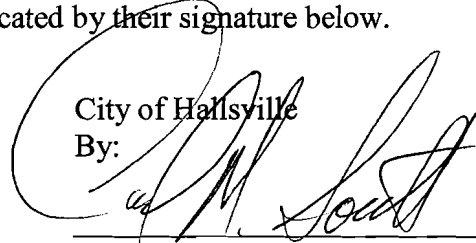
CERTIFICATION:

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

  
\_\_\_\_\_  
Auditor *by copy*

City of Hallsville

By:

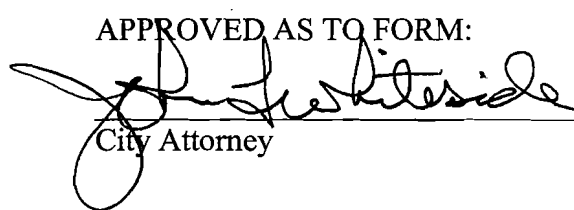
  
\_\_\_\_\_  
Mayor, City of Hallsville

Date: Feb. 26, 2007

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Date: 2/5/07  
2049-71450

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

This agreement dated this 6 day of February, 2007 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of McBaine a municipal corporation, herein "City".

**WITNESSETH:**

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

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

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

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

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

1. The County hereby agrees to pay the City the sum of Four thousand dollars (\$4,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

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


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

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

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

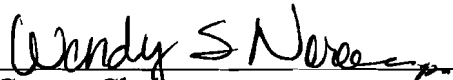
BOONE COUNTY MISSOURI

By:

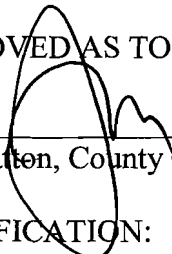
  
Ken Pearson, Presiding Commissioner  
Boone County Commission

Date: 6 Feb 07

ATTEST:

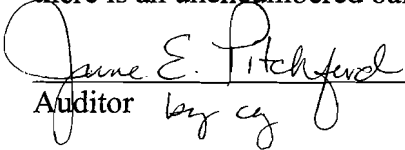
  
County Clerk

APPROVED AS TO FORM:

  
John Patten, County Counselor

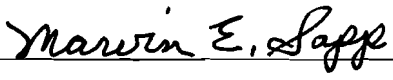
CERTIFICATION:

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

  
Auditor by cg

City of McBaine

By:

  
Mayor, City of McBaine

Date: 3-7-2007

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

N/A  
City Attorney

Date: 2/5/07  
2049-71450

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 07

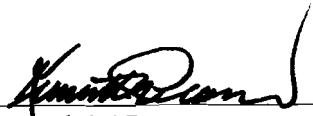
In the County Commission of said county, on the 6<sup>th</sup> day of February 20 07  
the following, among other proceedings, were had, viz:

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

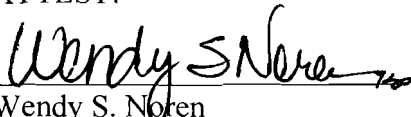
Permanently change position #115 from Deputy Sheriff to Investigator, effective January 1, 2007.

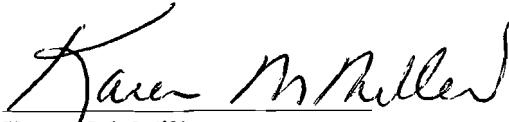
Dept 2901 Sheriff-LE Sales Tax - Temporarily deactivate pos #678 Sergeant and in its place temporarily create an Investigator position effective January 13, 2007.

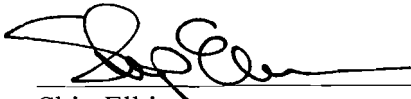
Done this 6<sup>th</sup> day of February, 2007

  
Kenneth M Pearson  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the

6<sup>th</sup> day of February 20 07

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


Now on this day the County Commission of the County of Boone does hereby approve the following 2007 Contracts with the Health Department


- Animal Control
- Public Health Services

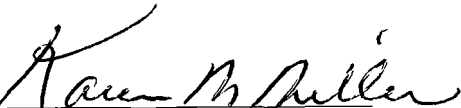
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.


Done this 6<sup>th</sup> day of February, 2007

ATTEST:

  
 Wendy S. Loren  
 Clerk of the County Commission

  
 Kenneth M Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

## AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of February, 2007, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two full-time (2 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.

2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1. Items in this category include but are not limited to automotive fuel, automotive parts, and small tools.

3. The City has, from time to time, entered into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, telephone answering and dispatching, certain after-hours services, and kennel facilities. Copies of any such future contracts between the City and the Humane Society for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.

4. Capital items previously purchased by the City to provide animal control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.

5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Health Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two full-time equivalent employees provided County under this agreement.

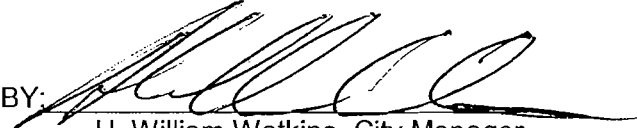
6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2008, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.

8. This agreement shall be in full force and effect during calendar year 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

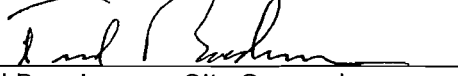
THE CITY OF COLUMBIA, MISSOURI

BY:   
H. William Watkins, City Manager

ATTEST:

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

BY:   
Ken Pearson, Presiding Commissioner

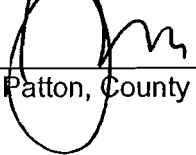
BY:   
Karen Miller, District I Commissioner

BY:   
Skip Elkin, District II Commissioner

ATTEST:

  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

  
John Patton, County Counselor

Certification:

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

June Pitchford by KF 1/30/2007  
Boone County Auditor Date

1730-71900 \$ 146,351.00

SCHEDULE A

**ANIMAL CONTROL**

Personnel (2 FTE)	\$99,705
Materials and Supplies	\$8,269
Training and Schools	\$1,255
Intra-governmental	\$4,408
Charges	
Utilities, Services, & Other Miscellaneous	\$32,714
<b>Total</b>	<b>\$146,351</b>

Permanent Record  
Filed in Clerk's Office

Introduced by Hindman Council Bill No. R 44-07

**A RESOLUTION**


authorizing the City Manager to execute an agreement with Boone County for animal control services.


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

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County for animal control services. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

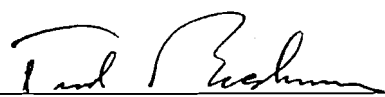
ADOPTED this 19th day of February, 2007.

ATTEST:

  
City Clerk

  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
City Counselor

AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of February, 2007, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

WITNESSTH

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2007. Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I.

For the agreed upon amount specified in Article X, the City agrees to provide public health services to County residents. Said services shall include but are not limited to: home visitation, blood pressure and TB screening, communicable disease control, children's and adult immunizations, family planning, STD/HIV prevention and control, health education and preventative health care will be offered at such places and times determined by the Director of Health Services.

II.

For the agreed upon amount specified in Article X, the City will provide social services to county residents. Said services shall include but are not limited to: pregnancy counseling and case management, eligibility, and referrals.

III.

For the agreed upon amount specified in Article X, the City will provide Women, Infants & Children (W.I.C.) nutritional supplemental food program services for persons meeting state and federal eligibility guidelines.

IV.

For the agreed upon amount specified in Article X, the City agrees to provide monthly screening clinics in each incorporated municipality in Boone County provided, however, that such clinics are authorized by the mayor of each municipality. Additional clinics in other locations may be recommended by the Health Director with authorization from the Boone County Commission.

V.

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist to provide services outside the City of Columbia. Services shall include, but not be limited to, routine food service inspection, investigation of environmental health hazards such as unsafe water supplies, improper sewage disposal, promiscuous dumping, and hazardous materials. Additionally, this person will enforce the Boone County Public Nuisance Ordinance enacted in 2000.

VI

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist and 0.5 clerical to be dedicated to activities related to the County onsite wastewater ordinance.

VII.

For the agreed upon amount specified in Article X, the City agrees to administer utility assistance services to eligible Boone County residents, not to exceed the amount specified. Said services will consist of payments to utility providers for the purpose of reconnecting utility service, payment of utility bills to avoid disconnection and referral for weatherization. Said service will be provided to eligible persons according to need as determined by the City/County Director of Health Services. The entire amount indicated in Article XIII will be utilized for payments to utilities without deduction for administrative costs.

VIII.

For the agreed upon amount specified in Article X, the City will administer the dental assistance program to eligible indigent County residents for emergency care and/or relief of pain, limited to the amount of \$350 per client and not to exceed the amount specified. This service includes medical supervision of dental infection.

IX.

The City hereby agrees that the City/County Director of Health Services shall provide the County Commission with recommendations concerning additional or revised public health services and shall be available at reasonable times to consult with County officials as the County officials deem necessary.

X.

Agreed Upon Amounts		Program Cost <sup>1</sup>
Community Services	Dental 1410-86640	\$5,000
	Utility 1410-86655	\$7,000
Public Health Services: Administration, Clinic & Nursing, Environmental Health, Social Services, WIC	1410-86680	\$910,826
On-Site Sewage <sup>2</sup>	1740-86606	\$84,349
<b>TOTAL</b>		<b>\$1,007,175</b>

<sup>1</sup>Program Cost equals total cost of services less applicable revenues.

<sup>2</sup>On-Site sewage revenues are deposited directly with Boone County.

XI.

The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2008, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.



THE CITY OF COLUMBIA, MISSOURI

BY: [Signature]  
H. William Watkins, City Manager

ATTEST:

[Signature] 2/21/07  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

[Signature]  
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

BY: [Signature]  
Ken Pearson, Presiding Commissioner

BY: [Signature]  
Karen Miller, District I Commissioner

BY: [Signature]  
Skip Elkin, District II Commissioner

ATTEST:

[Signature]  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

[Signature]  
John Patton, County Counselor

Certification:

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

[Signature] 1/30/2007  
Boone County Auditor Date

1410-86640	\$5,000.00
1410-86655	7,000.00
1410-86680	910,826.00
1740-86606	84,349.00

Introduced by Hindman Council Bill No. R 43-07

**A RESOLUTION**

authorizing the City Manager to execute an agreement with Boone County for public health services.

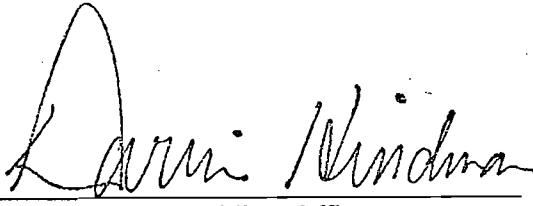
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County for public health services. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.


ADOPTED this 19<sup>th</sup> day of February, 2007.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

Introduced by Hindman Council Bill No. R 43-07

**A RESOLUTION**


authorizing the City Manager to execute an agreement with Boone County for public health services.

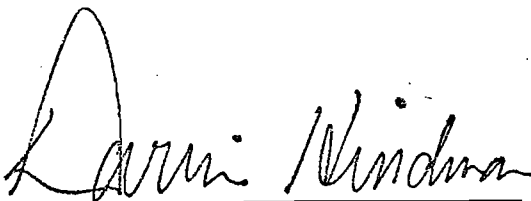
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County for public health services. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.


ADOPTED this 19th day of February, 2007.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of February, 2007, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

WITNESSTH

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2007. Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I.

For the agreed upon amount specified in Article X, the City agrees to provide public health services to County residents. Said services shall include but are not limited to: home visitation, blood pressure and TB screening, communicable disease control, children's and adult immunizations, family planning, STD/HIV prevention and control, health education and preventative health care will be offered at such places and times determined by the Director of Health Services.

II.

For the agreed upon amount specified in Article X, the City will provide social services to county residents. Said services shall include but are not limited to: pregnancy counseling and case management, eligibility, and referrals.

III.

For the agreed upon amount specified in Article X, the City will provide Women, Infants & Children (W.I.C.) nutritional supplemental food program services for persons meeting state and federal eligibility guidelines.

IV.

For the agreed upon amount specified in Article X, the City agrees to provide monthly screening clinics in each incorporated municipality in Boone County provided, however, that such clinics are authorized by the mayor of each municipality. Additional clinics in other locations may be recommended by the Health Director with authorization from the Boone County Commission.

V.

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist to provide services outside the City of Columbia. Services shall include, but not be limited to, routine food service inspection, investigation of environmental health hazards such as unsafe water supplies, improper sewage disposal, promiscuous dumping, and hazardous materials. Additionally, this person will enforce the Boone County Public Nuisance Ordinance enacted in 2000.

VI

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist and 0.5 clerical to be dedicated to activities related to the County onsite wastewater ordinance.

VII.

For the agreed upon amount specified in Article X, the City agrees to administer utility assistance services to eligible Boone County residents, not to exceed the amount specified. Said services will consist of payments to utility providers for the purpose of reconnecting utility service, payment of utility bills to avoid disconnection and referral for weatherization. Said service will be provided to eligible persons according to need as determined by the City/County Director of Health Services. The entire amount indicated in Article XIII will be utilized for payments to utilities without deduction for administrative costs.

VIII.

For the agreed upon amount specified in Article X, the City will administer the dental assistance program to eligible indigent County residents for emergency care and/or relief of pain, limited to the amount of \$350 per client and not to exceed the amount specified. This service includes medical supervision of dental infection.

IX.

The City hereby agrees that the City/County Director of Health Services shall provide the County Commission with recommendations concerning additional or revised public health services and shall be available at reasonable times to consult with County officials as the County officials deem necessary.

X.

Agreed Upon Amounts			Program Cost <sup>1</sup>
Community Services	Dental 1410-86640	\$5,000	\$12,000
	Utility 1410-86655	\$7,000	
Public Health Services: Administration, Clinic & Nursing, Environmental Health, Social Services, WIC	1410-86680		\$910,826
On-Site Sewage <sup>2</sup>	1740-86606		\$84,349
TOTAL			\$1,007,175

<sup>1</sup>Program Cost equals total cost of services less applicable revenues.

<sup>2</sup>On-Site sewage revenues are deposited directly with Boone County.

XI.

The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2008, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.

THE CITY OF COLUMBIA, MISSOURI

BY: [Signature]  
H. William Watkins, City Manager

ATTEST:

[Signature] 2/21/07  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

[Signature]  
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

BY: [Signature]  
Ken Pearson, Presiding Commissioner

BY: [Signature]  
Karen Miller, District I Commissioner

BY: [Signature]  
Skip Elkin, District II Commissioner

ATTEST:

[Signature]  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

[Signature]  
John Patton, County Counselor

Certification:

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

[Signature] by [Signature] 1/30/2007  
Boone County Auditor Date

1410-86640	\$5,000.00
1410-86655	7,000.00
1410-86680	910,826.00
1740-86606	84,349.00

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the

6<sup>th</sup>

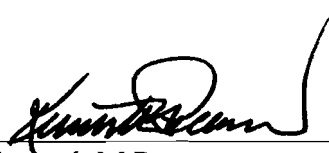
day of

February

20 07

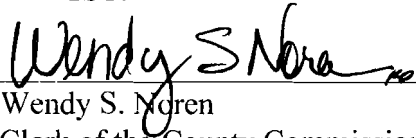
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the Award of Contract for the Domestic Violence Enforcement Unit Program and the Department of Public Safety for the Prosecuting Attorney's Office. It is further ordered that the Presiding Commission be hereby authorized to sign said application.

Done this 6<sup>th</sup> day of February, 2007


Kenneth M Pearson  
 Presiding Commissioner

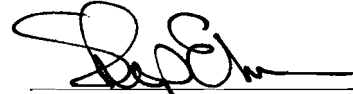
ATTEST:



Wendy S. Ngren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

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

In Re: Nuisance Abatement	)	February Session
6007 N. Vickie Drive	)	January Adjourned
	)	Term 2007
	)	Commission Order No. <u>51-2007</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 13<sup>th</sup> day of February, 2007, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish and garbage
4. The location of the public nuisance is as follows: 6007 N. Vickie Drive, Columbia, MO, a/k/a parcel# 12-415-20-01-022.00 01, Gregory Heights Subdivision, Lot 31, Section 20, Township 49, Range 12 as shown by deed book 3048 page 0104, Boone County
5. The specific violation of the Code is: trash, rubbish and garbage in violation of section 6.5 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County



Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk