

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 28th day of October 20 08

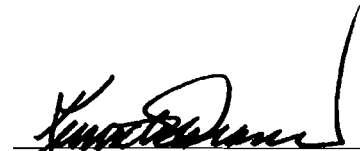
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Glendale Family Company LLC on behalf of Stacy and Kent Swala to rezone from A-1 (Agriculture) to A-1P (Planned Agriculture) on 10.31 acres, more or less, located at 4700 N. Glendale Dr., Columbia.

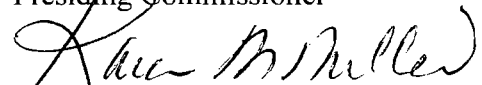
Done this 28th day of October, 2008.

ATTEST:

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



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned


Term. 20 08

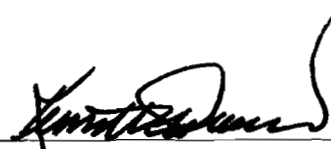
In the County Commission of said county, on the 28th day of October 20 08
 the following, among other proceedings, were had, viz:

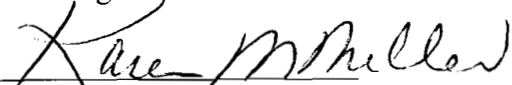
Now on this day the County Commission of the County of Boone does hereby **approve** the request by Glendale Family Company LLC on behalf of Stacy and Kent Swala to approve a Review Plan for Glendale Stables on 10.31 acres, more or less, located at 4700 N. Glendale Dr., Columbia.

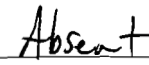
Done this 28th day of October, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 08

In the County Commission of said county, on the 28th day of October 20 08

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 by Robert and Donna Bechtold Trust to rezone from C-G (General Commercial) to M-L (Light Industrial) on 3.07 acres, more or less, located at 6401 W. Hwy 40, Columbia.

Done this 28th day of October, 2008:

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 28th day of October 20 08

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

Brandywine Creek. S15-T47N-R12W. A-2. Peter and Donna Grathwohl, owners. J. Daniel Brush, surveyor.

Conrad Remnant. S28-T50N-R14W. A-2. Darlene Strawn, owner. Nathanael E. Kohl, surveyor.

Phillippe Remnant. S11-T49N-R13W. A-R. Mary Phillippe, owner. Nathanael E. Kohl, surveyor.

Shady Brook Estates Plat 3. S34-T50N-T12W. A-2. George E. James, owner. James V. Patchett, surveyor.

Starshine. S26-T50N-R12W. A-2. Davies Farm III LLC, owner. Brian David Dollar, surveyor.

Starshadow. S26-T50N-R12W. A-2. Davies Farm IV LLC, owner. Brian David Dollar, surveyor.


Addison Ridge Estates. S18-T49N-R13W. A-2. Addison River Farms LLC, owner. J. Daniel Brush, surveyor.

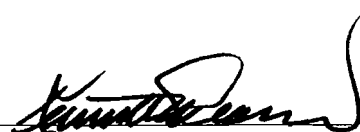
Tara North. S35-T51N-R13W. A-2. Ronald and Teri McBee, owners. J. Daniel Brush, surveyor.

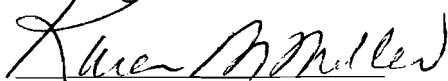
Callahan Crossing. S30-T49N-R13W. A-2. Addison River Farms LLC, owner. David T. Butcher, surveyor.

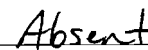
Done this 28th day of October, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 08

County of Boone

In the County Commission of said county, on the

28th

day of October

20 08

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

Now on this day the County Commission of the County of Boone does hereby approve Change Order #1 with Air Systems LLC for the Replacement Trane Chiller Compressor in the amount of \$2,547.00. It is further ordered the Presiding Commissioner is hereby authorized to sign said change order.

Done this 28th day of October, 2008.

ATTEST:

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

Kenneth M. Pearson

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS
FACILITIES MAINTENANCE DIVISION**

Change Order No.: One (1)

Bid Number: 53-03 OCT08

Date: 10-23-08

Project Location: Boone County Courthouse

Contractor: Air Systems LLC

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: Replace contaminated oil and Freon that was found during the completion of the contract. This includes the following: 1. Recover contaminated Freon and compressor oil and dispose of properly. 2. Remove oil filter. 3. Supply and install new oil filter. 4. Supply and add 170 lbs of R-22 freon. 5. Supply and add up to 3 gl of Trane Oil 15. 6. Ensure proper levels of Freon and oil are in the circuit system. 7. Check for proper operation.

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

Contract Amount: Add to the Contract Amount a total of Two Thousand Five Hundred Forty Seven Dollars (\$2,547.00).

Recommended by:
SIGNATURE *R. Davidson*

Approved by Director *DWM*
DATE *10-23-08*

Accepted by: Boone County
SIGNATURE *[Signature]*

DATE *10/23/08*

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT		\$	30,026.00
PREVIOUS ADDITIONS		\$.00
TOTAL		\$.00
PREVIOUS DEDUCTIONS		\$.00
NET PRIOR TO THIS CHANGE		\$	30,026.00
AMOUNT OF THIS CHANGE	<u>X</u>	ADD	2,547.00
		DEDUCT	

CONTRACT AMOUNT TO DATE

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.

Gene E. Pritchard 10/24/08
Auditor by *cap* Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

October Session of the October Adjourned

Term. 20 08

In the County Commission of said county, on the

28th

day of October

20 08

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

Now on this day the County Commission of the County of Boone does hereby authorize the utilization of the City of Columbia cooperative contract for Drug and Alcohol Testing Services with Mid-Missouri Drug Testing of Ashland, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28th day of October, 2008.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
DRUG AND ALCOHOL TESTING SERVICES**

THIS AGREEMENT dated the 28th day of October 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Mid-Missouri Drug Testing Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Drug and Alcohol Testing Services** compliant with all bid specifications and any addendum issued for the City of Columbia Contract **100/2008**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the City of Columbia Contract **100/2008** shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence from date of award **and extend through March 31, 2009** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Drug and Alcohol Testing Services. Testing Services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Delivery** - Vendor agrees to deliver drug and alcohol testing services as set forth in the bid documents.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County respective ordering Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

MID-MISSOURI DRUG TESTING INC.

BOONE COUNTY, MISSOURI

by James M. Johnson
title President/Owner

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

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 this contract do not create a measurable county obligation at this time.)

		County-Wide Term and Supply
<u>No encumbrance required</u>	<u>10/21/2008</u>	
Signature	Date	Appropriation Account



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

June 26, 2008

NOTIFICATION OF AWARD - CITY OF COLUMBIA

CONTRACT FOR: DRUG & ALCOHOL TESTING

Contract Period is April 14, 2008-March 31, 2009

Your firm has been awarded the contract herein in response to our recent Request for Quotation. The purchase orders for this year will be mailed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	ITEMS AWARDED	VENDOR NUMBER	VENDOR NAME
100/2008	Lines 1-11	14008	Mid-Missouri Drug Testing Collections, Inc. PO Box 538 Ashland, MO 65010 Phone 573-632-4495 Fax 573-632-6858 Contact Charles Johnson

TERMS: Net 30
DELIVERY: As Needed

Barb Rorman
Buyer/Purchasing
573-874-7374

Marilyn Starke, CPPB
Purchasing Agent

cc: Dixie Darnell Employee health
Margrace Buckler Human Resources

2	Payment Terms	Please Indicate Payment Terms:	monthly billing 30 days
3	Insurance Requirements - Bidder Agreement	Successful Bidder agrees to comply with attached Insurance Requirements upon award.	agree
4	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with DRUG AND ALCOHOL TESTING SERVICES, as needed and as requested, from date of award through May 31, 2009. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	Term & Supply Contract Acknowledgement
5	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	Renewal Options Acknowledgement
6	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	Agree
7	COLLECTION	MUST PROVIDE 24 HOURS/7 DAYS A WEEK AVAILABILITY COLLECTORS AND PROCEDURES MEET QUALIFICATIONS AND TRAINING (49 CFR PART 40) INDICATE IF YOU AGREE OR IF THERE ARE EXCEPTIONS TO THESE REQUIREMENTS.	agree - no exceptions
8	MEDICAL REVIEW OFFICER (MRO)	INDICATE THE NAME. IS THIS PERSON QUALIFIED FOR REVIEWING DOT TESTING, AS DEFINED IN 49 CFR PART 40?	Dean Breshears, MD
9	REFERENCES	LIST OF THREE REFERENCES THAT YOU PROVIDE A SIMILAR SERVICE TO.	Boone County Public Works Clark Transportation Frank Potter Trucking
10	LABORATORY INFORMATION	PROVIDE THE NAME, ADDRESS AND HOURS OF THE LABORATORY(S).	Toxicology Laboratory 301 Business Loop 70 West Columbia, MO. 65203 Hours of operation 8am to 5 pm Monday-Friday

Line Items

#	Qty	UOM	Description	Response
1	1		FULL DRUG SCREEN ANALYSIS, 5-PANEL - DOT SPECIMEN	\$40.00
Item Notes: PRICE MUST INCLUDE COLLECTION, LABORATORY ANALYSIS, POSITIVE TEST CONFORMATION AND MEDICAL REVIEW OFFICER SERVICES				
Supplier Notes:				
2	1		DRUG SCREEN ANALYSIS, 5-PANEL - NON-DOT SPECIMEN	\$28.00
Item Notes: PRICE MUST INCLUDE COLLECTION, LABORATORY ANALYSIS, AND POSITIVE TEST CONFORMATION. DO NOT INCLUDE MEDICAL REVIEW OFFICER SERVICES IN YOUR QUOTE. THIS SERVICE IS ONLY REQUIRED FOR POSITIVE TESTS AND SHOULD BE QUOTED ON LINE 7.				
Supplier Notes:				
3	1	EACH	MOBILE BASED DRUG TEST	\$40.00
Item Notes:				
Supplier Notes: same pricing as Item #1..no additional charge for mobile collections				
4	1	EACH	BREATH ALCOHOL TESTING	\$25.00
Item Notes:				
Supplier Notes: \$15 for confirmation following initial positive				
5	1	EACH	MOBILE BASED ALCOHOL TEST	\$25.00
Item Notes:				
Supplier Notes: same as Item #4				
6	1	EACH	POSITIVE BREATH ALCOHOL TEST CONFORMATION	\$15.00
Item Notes:				
Supplier Notes:				
7	1	EACH	REVIEW OF LAB ANALYSIS BY MEDICAL REVIEW OFFICER	\$10.00
Item Notes:				
Supplier Notes:				

8	1	PER HOUR	MEDICAL REVIEW OFFICER CONSULTATION	\$100.00
Item Notes:				
Supplier Notes:				
9	1	PER HOUR	EXPERT WITNESS TESTIMONY	\$100.00
Item Notes:				
Supplier Notes:				
10	1		RANDOM POOL ADMINISTRATION (SELECTION, NOTIFICATION AND BLIND SPECIMEN SUBMISSIONS)	\$500.00
Item Notes:				
Supplier Notes: per year				
11	1	EACH	RANDOM TESTING FOR SWORN PERSONNEL ASSIGNED TO THE COLUMBIA POLICE DEPARTMENT NARCOTICS DIVISION.	\$0.00
Item Notes: CURRENTLY 5 OFFICERS. TESTING WILL BE QUARTERLY.				
Supplier Notes: included in Item 10				
Response Total:				\$883.00

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID NS MIDM-10	DATE (MM/DD/YYYY) 09/17/08
PRODUCER Naught-Naught/Columbia 3928 S. Providence Columbia MO 65203 Phone: 573-874-3102 Fax: 866-779-8102		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 Mid-Missouri Drug Testing Collections, Inc. PO Box 538 Ashland MO 65010		INSURERS AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: National Liability & Fire Ins INSURER C: INSURER D: INSURER E:	NAIC #

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SM855994	02/21/08	02/21/09	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ excluded
					MED EXP (Any one person) \$ excluded
					PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 3,000,000				PRODUCTS - COMP/OP AGG \$ 1,000,000
					Emp Ben. excluded
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	73APR218969	02/22/08	02/22/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					

CERTIFICATE HOLDER

CANCELLATION

DATIA-2 DATIA 1325 G Street NW Washington DC 20005	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
--	---

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 08

In the County Commission of said county, on the 28th day of October 20 08

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

Now on this day the County Commission of the County of Boone does hereby approve Amendment Number Three – 55-27SEP05 – Electronic Monitoring Systems and Equipment. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 28th day of October, 2008.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**CONTRACT AMENDMENT NUMBER THREE
PURCHASE AGREEMENT FOR
ELECTRONIC MONITORING SYSTEMS AND EQUIPMENT
BID # 55-27SEP05**

The Agreement dated March 14, 2006 made by and between Boone County - Missouri and BI Incorporated for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. CHANGE paragraph 3.9.5. of page 55 of original contract to read:

Pricing for this contract includes a 30% spare allowance. Additionally, the daily rate applies to active units only.
2. CHANGE Amendment Number 2 to read:
 1. **No-Charge Spare:** County is entitled up to, but not to exceed, three (3) Sobrietor Shelf Units at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement. The charge for any inactive Sobrietor Units in excess of the three (3) No-Charge Spare Units, County will incur a \$2.91 charge per day per unit.
 2. **No-Charge Spare:** County is entitled up to, but not to exceed, three (3) ExacuTrack Passive Tracker Units and three (3) ExacuTrack Passive Transmitters at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement. The charge for any inactive units in excess of the three (3) no-charge spare units, County will incur a \$3.06 charge per day per unit.
3. Contract renewal period is **January 1, 2009 through December 31, 2011**. ^{MB} 10-28-09
4. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement as amended shall remain in full force and effect.

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

BI INCORPORATED

by Michael E. Hankerd
title Michael E. Hankerd
Corporate Controller

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

No encumbrance required. 10/24/2008 1210 / 1241 / 71600
Signature Date Appropriation Account

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

7/1/2009

DATE (MM/DD/YYYY)
7/2/2008

PRODUCER Lockton Companies, LLC Denver
8110 E Union Avenue
Suite 700
Denver 80237
(303) 414-6000

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 B.I. Incorporated
1032033 6400 Lookout Road
Boulder, CO 80301

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Colony Insurance Company	39993
INSURER B: St. Paul Guardian Insurance Co.	
INSURER C: Interstate Fire & Casualty Company	22829
INSURER D: Lexington Insurance Co.	
INSURER E: Farmington Casualty Company	41483

COVERAGES BIINC02 DE

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	CJ100060	7/1/2008	7/1/2009	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000
A		<input checked="" type="checkbox"/> Policy #CJ100060 Claims Made/Agg. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	E&O 2,000,000 RETRO DATE 7-1-2000	7/1/2008	7/1/2009	PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comprehensive <input checked="" type="checkbox"/> Collision	TE08302306 \$1,000 DED \$1,000 DED.	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
C		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> RETENTION \$	PFX1004129	7/1/2008	7/1/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below No	UB6548C95208	7/1/2008	7/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Prop Blkt, Spl, Theft	TE08302306	7/1/2008	7/1/2009	Limit: \$32,720,288 Limit: \$500,000 Ea. Occ. & Agg: \$10,000,000
D		Crime Excess Liability	6761645	7/1/2008	7/1/2009	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Manufacturing and Monitoring. (B) Property Blanket Special Form, including Theft (Policy #TE08302306) Limit \$32,720,288. RE: Electronic Monitoring. Boone County is included as Additional Insured.

CERTIFICATE HOLDER

2542493

Boone County
Attn: Heather Turner
601 E. Walnut, Room 209
Columbia, MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Charles M. McDaniel

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 28th day of October 20 08

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 budget revision to cover the cost of advertising Sole Source purchases:

Department	Account	Department Name	Account Name	Decrease	Increase
1118	10100	Purchasing	Salaries & Wages	\$500.00	
1118	84300	Purchasing	Advertising		\$500.00

Done this 28th day of October, 2008.

ATTEST:

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

Kenneth M. Pearson
 Kenneth M. Pearson
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 08

In the County Commission of said county, on the

28th

day of October

20 08

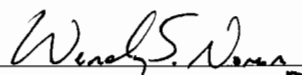
the following, among other proceedings, were had, viz:

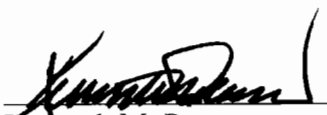
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision and change order for the Courthouse Expansion Project with S.M. Wilson. It is further ordered Commissioner Karen M. Miller is hereby authorized to sign said change order.

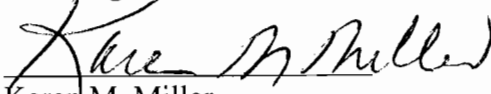
Department	Account	Department Name	Account Name	Decrease	Increase
4061	71201	Courthouse Expansion	Const. Materials	\$24,512.00	
4061	71222	Courthouse Expansion	CM Gen Conditions		\$24,512.00

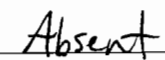
Done this 28th day of October, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): County of Boone 13th Judicial Courts Expansion 705 E. Walnut Street Columbia, MO 65201	CHANGE ORDER NUMBER: 001 DATE: September 17, 2008	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): S. M. Wilson & Co. 2185 Hampton Avenue St. Louis, MO 63139	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: October 17, 2006 CONTRACT FOR: Construction Management	



THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

January General Conditions	\$ 24,512.00
The original Contract Sum was	\$ 367,680.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 367,680.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 24,512.00
The new Contract Sum including this Change Order will be	\$ 392,192.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Butler Rosenbury & Partners</u> ARCHITECT (Firm name)	<u>S. M. Wilson & Co.</u> CONTRACTOR (Firm name)	<u>Boone County Commission</u> OWNER (Firm name)
319 North Main, Suite 200, Springfield, MO 65806 ADDRESS	2185 Hampton Avenue, St. Louis, MO 63139 ADDRESS	801 E. Walnut, Room 245, Columbia, MO 65201 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Tim Rosenbury (Typed name)	Don Buchmueller (Typed name)	Karen Miller (Typed name)
9-24-08 DATE	9/19/08 DATE	10/28/08 DATE

Year 2007
 Dept 4061 COURTHOUSE EXPANSION
 Acct 71222 CM GEN. CONDITIONS
 Fund 406 1/5CENT SALES TAX CAP IMP FUND

Original Appropriation	
Revisions	<u>367,680.00</u>
Original + Revisions	<u>367,680.00</u>
Expenditures	<u>64,826.11</u>
Encumbrances	
Actual To Date	<u>64,826.11</u>
Remaining Balance	<u>302,853.89</u>
Shadow Balance	<u>302,853.89</u>

Class/Account A ACCOUNT
 Account Type E EXPENSE
 Normal Balance D DEBIT

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	<u>64,826.11</u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

Budgeted Amt = 367,680.00 (15 mths @ 24,512.00)

* This amt assumed completion @ 12-31-08.

Per SM Wilson letter dated 9-2-08,
Construction is now scheduled for
Completion 1-31-09.

Need to add an additional month of Gen.
Conditions @ 24,512.00 per contract to
cover this period.
Holland



September 2nd, 2008

Commissioner Karen Miller
705 E. Walnut
Columbia, MO 65201

Re: Monthly Status Report for Courthouse Expansion & Renovation

Dear Commissioner Miller,

The project is finishing the eleventh of sixteen month construction duration. Construction has concentrated on Fourth Floor paint, carpet, and finishes. Third Floor construction is following as completion of the center stair and new jury assembly are painted and finished. Exterior cast and limestone have progressed with the northwest side now finished around to the west and southwest.

Looking into September, on third floor the Clerks and Marshals on 1st South will take possession on the 17th. On fourth floor the Prosecutor on 2nd South will take possession of 4th floor. Remodel work will follow in both these two areas soon to be vacant.

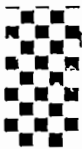
The project overall schedule is still tight due to initial steel detailing, weather and masonry delays; the current schedule shows completion January 31st 2009.

Currently, the project contingency is ~~\$310,478~~. *308,463.78 Ireland 9.2.08*

Should you have any questions or comments, please call.

Very Truly Yours,

David Pederson
Project Manager



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418 -2006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.


October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 17th day of October 20 06

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

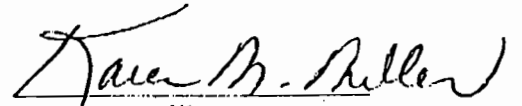
Now on this day the County Commission of the County of Boone does hereby approve (1) attached Agreement for Construction Management Services with S.M. Wilson & Company for construction management services in connection with of the Boone County Courthouse Expansion Project; (2) attached Agreement for Architectural Services with Butler, Rosenbury & Partners, Inc., for architectural services in connection with the Boone County Courthouse Expansion Project; and (3) attached Addendum to Architectural and Construction Management Agreements, Boone County, Missouri, Courthouse Expansion Project, Matrix of Responsibility – Revised 10/8/06. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreements and addendum to agreements.

Done this 17th day of October, 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

COPY

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This agreement is made and entered into this 17th day of October, 2006, by and between Boone County, Missouri, through the Boone County Commission, herein "owner," and S. M. Wilson & Company, herein "construction manager."

In consideration of the performance by each party of their respective obligations described in this agreement, the parties agree as follows:

1. **Project Description** – The construction manager agrees to provide the owner with construction management services as numerated in this agreement for purposes of the design and construction of project known generally as the Boone County Courthouse Expansion Project, herein "project". The scope of the project shall be generally defined as follows based upon the 13th Judicial Court Expansion Study previously prepared by the architect, Butler, Rosenbury and Partners:
 - A two story addition of approximately 21,475 square feet to the courthouse annex, including expansion of the mechanical room south and west of the annex, and code compliance revisions to the annex structure. One level will accommodate a criminal court room, court marshal's offices, and jury assembly area; the second level will accommodate the offices of the Prosecuting Attorney.
 - Improvements to existing public restrooms on all four floors to comply with known requirements of the Americans with Disabilities Act accessibility guidelines.

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- Major interior renovations to existing courthouse and annex described generally as follows:
 - Ground level: Juvenile Court Services (approximately 6,160 square feet) and expansion of public lobby (approximately 318 square feet) into the area currently occupied by Juvenile Court Services.
 - First Level: Adult Court Services (approximately 2,575 square feet).
 - Second Level: Circuit Clerk: Administration, Criminal and Accounting (approximately 6,400 square feet) and Attorneys/Interpreters work room (approximately 680 square feet).
 - Third Level: Lobby Renovation (approximately 1000 square feet).
 - Minor Interior Renovations to the existing courthouse and annex:
 - Court Reporter/ Mental Health (approximately 1,990 square feet);
 - Circuit Clerk: Civil, Family, Probate and Accounting (approximately 4,890 square feet);
 - Court Marshall (approximately 120 square feet);
 - Judges Offices (approximately 5,967 square feet).
2. **Basic Services** – The construction manager shall provide preconstruction and construction management services described in articles 1 and 2 of AIA Document B 801-Cma, “Standard Form of Agreement between Owner and Construction Manager” where the construction manager is not the constructor, 1992, which is

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hereby incorporated by reference, except as modified under the following terms and conditions:

- 2.1 Section 1.1.2 is revised to refer to the agreement between Boone County and Butler, Rosenbury and Partners.
- 2.2 Delete Section 1.1.4 and substitute the following: “If basic services have not been completed within eighteen months of the start of construction through not fault of the construction manager, extension of construction manager services beyond that time shall be compensated as additional services provided the construction manager complies with the provisions of section 3 dealing with additional services and obtains owner approval for extended general conditions expenses provided for in section 7 of this agreement necessary for the construction manager to deliver approved additional services.”
- 2.3 Revise Section 2.3.2 by adding at the end of the sentence, “or such other contract documents as may be used that are mutually agreed upon by the owner and construction manager.”
3. **Additional Services** – Services not normally and customarily provided to the owner as described in section 1 of this agreement and subparts thereof shall be considered additional services entitling the construction manager to additional compensation provided the construction manager submits a written proposal for such additional services to the owner for the owner’s written approval in advance of the rendition of such additional services. Such proposal shall include a detailed description of the additional services to be provided, the justification for such

COPY

services, a proposed fee for such additional services or a method for calculating fees which may include the hourly rates and expenses for services to be charged. No compensation shall be paid for any service rendered by the construction manager considered an additional service unless rendition of the service and expense thereof have been authorized by the owner in advance of performance of such service. Any additional service performed by the construction manager prior to such authorization by the owner shall be deemed a part of basic services provided under this agreement, whether numerated in this agreement or not, for which the construction manager shall be entitled to no additional compensation.

4. **Owner Responsibilities** – The Owner shall be responsible for the following:

- 4.1 The owner shall provide the construction manager with all information pertaining to owner's requirements for the project including full program information, objectives, schedule, design constraints and criteria for user agencies as well as special equipment systems and requirements for building use flexibility and expansion. The owner shall also be responsible for financing the project and insuring adequate funding within the overall budget and specific budget categories established for the project.
- 4.2 The owner shall designate one member of the Boone County Commission to act as the owner's representative whose authority to act on behalf of the owner shall be clearly articulated in terms of a decision making powers and limitations contained within an order issued by the County Commission.

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4.3 The owner shall be responsible for examining documents submitted by the construction manager and rendering decisions as necessary in a manner avoiding unreasonable delays in the progress of preconstruction work or actual construction itself.

4.4 The owner shall be responsible for furnishing a legal description of the site if requested by the construction manager, a certified land survey of the site as specified by the construction manager or architect, geotechnical services specified by the construction manager or architect, structural, mechanical, chemical, or other laboratory tests, inspections or reports as may be specified by the construction manager or architect as part of preconstruction services or during construction together with legal and accounting services and insurance as maybe necessary for the project. It is understood and agreed that both the construction manager and the architect shall be responsible for specifying services necessary for the project and assisting the owner and preparing consultant proposal requests, consultant selection, coordination and administration of owner contracted consultant services for purposes of assuring the project is completed as designed, within the owner approved budget and in accordance with the project completion schedule.

5. **Coordination with Architect**– The owner has retained an architect for this project. The construction manager shall meet with the architect and develop a task outline consistent with the requirements of this contract which specifies the duties and responsibilities of the architect, the construction manager and the owner

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through the design phase and construction phase of the project. The outline shall be fully agreed upon by the architect, construction manager, and owner and made a part of the contracts between the owner, architect, and construction manager. It is also agreed that the owner and construction manager shall at all times work in good faith with the architect to fulfill all duties and responsibilities according to the task outline in coordination with the architect.

6. **Compensation** – The construction manager shall be compensated for basic services under this agreement as follows: (a) for preconstruction phase services an overall lump sum of \$18,000.00, payable in equal installments of \$6,000.00 at the conclusion of the schematic design phase, design development phase and construction documents phase, and (b) for construction phase services an overall lump sum of \$292,569.00, payable in monthly installments based upon the number of months scheduled for construction by the construction manager, architect and owner. Payment of compensation shall be subject to invoice by the construction manager to the owner; payment shall be due and payable within 30 days after invoice and if unpaid thereafter shall bear interest at the statutory rate upon demand, provided however, that the owner shall not be liable for payment of interest for payments overdue as a result of billing errors on the part of the construction manager or for disputed amounts which are resolved in favor of the owner.
7. **General Conditions Expenses** - General conditions expenses are defined as and are intended to include only the reasonable expenses incurred by the construction manager of maintaining on-site office facilities, personnel, and common on-site

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construction support services during the construction phase of the project which are necessary for the construction manager to deliver day-to-day management and supervision of construction that ordinarily are provided by a general contractor under general contract for construction with the owner to construct the project. The owner shall pay or reimburse the construction manager, as applicable, for the direct and actual on-site general conditions expenses incurred by the construction manager associated with the construction phase of the project based upon only those items and personnel listed on the attached matrix, Exhibit SMW-2, not to exceed \$24,512.00 per month, unless changes to the items, personnel or amounts of general conditions costs are approved by the owner in writing. All authorized general conditions expenses shall be paid within 30 days of receipt by the owner of itemized invoices for such expenses. The construction manager shall retain receipts and/or other customary and appropriate documentation for all general conditions expenses, copies of which shall be submitted with each billing at the written request of the Boone County Auditor. The owner reserves the right to decline payment on undocumented general conditions expenses, and to establish reasonable conditions and limits on expenses as deemed appropriate by the owner and the construction manager.

8. **Owner Authorization** – Whenever the term owner is used in this agreement it shall mean the Boone County Commission. Authorization by the owner shall mean authorization obtained by the 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 agreement without having obtained the prior

COPY

approval of the Boone County Commission by recorded majority vote for such authorization. In this regard it is understood and agreed that the construction manager shall not be entitled to rely upon verbal or written representation of any County Commissioner or other government official or person in deviation to the terms and conditions of this agreement or as authorization to provide any additional 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 duly appointed Boone County Commissioner or other official who has been appointed to act as the Commission's representative on this project. It is understood and agreed that the owner's representative has only the authority which has been previously authorized by recorded majority vote of the Boone County Commission and it shall be the duty of the construction manager to verify whether or not such authority has been granted before incurring any expense or providing any service which is not previously authorized under this agreement or any owner authorized modification or amendment to it.

9. **Termination or Suspension** - This agreement maybe terminated by the owner for any reason upon at least 15 days written notice of termination to the construction manager. Upon termination, the construction manager shall immediately discontinue all services and deliver to the owner a final invoice for all services rendered through the termination date. Upon payment of this invoice, the construction manager shall deliver any and all documents of any kind or character prepared as instruments of service under this agreement, whether complete or in progress. If the owner questions the extent of the work on the final invoice it shall

COPY

have every opportunity to review and evaluate all work upon which the invoice is based at on-site offices or in the offices of the construction manager, as applicable, prior to payment. If the project is suspended by the owner for a period of not more than 30 consecutive days through no fault of the construction manager and the construction manager services have not been terminated, the construction manager shall be entitled to claim compensation from the owner for any reasonable expenses incurred which can be documented that were a direct result of such suspension and are not otherwise compensated under this agreement. This agreement may also be terminated by either party upon no less than 7 days written notice in the event the other party shall substantially fail to perform in accordance with the terms and conditions of this agreement through no fault of the party initiating termination.

10. **Architectural Work Product** – The construction manager’s rights with respect to the use and reproduction architectural work product in connection with the project shall be subject to and no greater than the rights of the owner to own, use, or reuse such work product under its contract with the architect, and the construction manager’s use of such architectural work product shall be limited to the owner authorized uses of such work product reasonably related to this project only and without any right or privilege to reuse any and all such work product for any purpose unrelated to this project. The construction manager agrees to indemnify and hold the owner harmless from any damages, losses, costs or expenses incurred by the owner as a result of any use or reuse of architectural

COPY

work product for any purpose unrelated to this project without the prior written consent of the owner and architect.

11. **Insurance** - The owner shall carry builder's risk or all risk insurance at its own expense during the construction phase of this agreement. The construction manager shall be listed on the policy as additional insured. The construction manager shall carry and maintain liability insurance during the term of this agreement and for 3 calendar years after project substantial completion, (or beneficial occupancy of the final phase) in the amounts and with the coverage listed on the attached certificate of insurance issued by Anderson Hall March and Company dated 9/7/06. Failure of the construction manager to maintain such insurance or provide proper proof thereof upon owner request shall not diminish, waive or otherwise reduce construction manager's obligations to provide and maintain such insurance coverage as specified above.

12. **Miscellaneous Provisions** – The following miscellaneous provisions shall be applicable:

12.1 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 brought pertaining to this agreement.

12.2 This agreement constitutes the entire agreement between the owner and construction manager and supersedes any prior negotiations, representations or agreements, whether written or oral, and this agreement may only be

COPY

amended by written instrument signed by both the owner and construction manager.

12.3 This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors, assigns and legal representatives, and neither party shall assign or otherwise subcontract or delegate their obligations under this agreement except as maybe authorized herein or is authorized by the owner in writing prior to such assignment, subcontract or delegation. This agreement is not intended and shall not be construed to benefit or confer legal rights upon the architect or any person or firm not signatory to this agreement.

12.4 It is understood and agreed that the construction manager may not retain any consultant or subcontractor, or delegate performance of any of its duties under this agreement without first obtaining written authorization of the owner. In addition, the owner shall be authorized to direct the construction manager to remove any consultant or contractor or subcontractor from the project when there is reasonable grounds of believe such consultant or contractor or subcontractor is insolvent or whose work or performance is deficient due to substantial or repeated errors or omissions, unreasonable delays in performance, or other such causes which result in the owner incurring unforeseen or unnecessary additional construction cost or other additional expenses.

12.5 The construction manager agrees to maintain all records pertaining to payments received from and debts incurred on behalf of the owner in

COPY

accordance with generally accepted accounting principles and shall make all such records available for inspection and review by the owner's auditor subject to applicable proprietary rights or other privilege or confidentiality authorized or required by law.

12.6 Any unresolved dispute or disagreement between the owner and construction manager shall be first submitted to mediation through the University of Missouri School of Law Center For Dispute Resolution as a condition precedent to the initiation of any civil action in a court of law.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year first above written.

S. M. Wilson & Co.

By Scott J. Wilson
Scott J. Wilson, president

Boone County, Missouri

By: Keith S. ...
By: Presiding Commissioner

Attested:

Wendy S Noren
County Clerk

Approved as to form

[Signature]
County Counselor

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 Pritchard by KF 10/13/2006
Auditor Date

4061-71221 \$ 18,000.00 CM Fees
4061-71221 292,569.00 CM Fees
4061-71222 24,512.00/mo CM GenCond.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 08

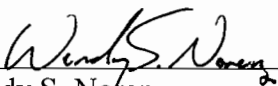
In the County Commission of said county, on the 28th day of October 20 08

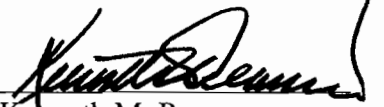
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Roger Linneman to the Building Code Commission for a term beginning November 1, 2008, and ending October 31, 2010.

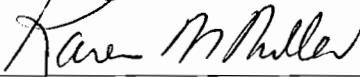
Done this 28th day of October, 2008.

ATTEST:

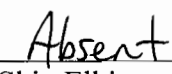

Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



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

RECEIVED OCT 02 2008
effective 11/1/08
expires 10/31/2010

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: BUILDING CODES Term: 2010

Current Township: BOURBON Today's Date: 10/2/08

Name: ROGER LINNEMAN, PE

Home Address: 112 EAST PATTON Town STURGEON Zip Code: 65284

Business Address: 1121 MAIN STREET Town BOONVILLE Zip Code: 65233

Home Phone: 573-687-2510 Work Phone: 660-892-3324

Fax: _____ E-mail: rlinneman@mecoengineering.com

Qualifications: GRADUATE OF KSLI, BSAE
PRESENTLY LICENSED TO PRACTISE ENGINEERING IN MISSOURI & KANSAS

Past Community Service: SERVED PREVIOUS TERM ON THE BOONE COUNTY
BUILDING CODE COMMISSION

References: MR. FRED MALICOAT, MALICOAT-WINSLOW ENGINEERS
MR. DON FRITZ, J.L. CRUM

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

Applicant
Signature

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