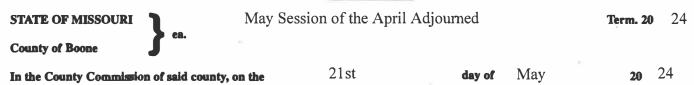
343-2024

## **CERTIFIED COPY OF ORDER**



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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 813, Associate Legal Counsel, and does hereby authorize an appropriation of \$65,748.80 for the salary of said position.

Done this 21st day of May 2024.

ATTEST: Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick Presiding Commissioner

Justin Aldred **District I Commissioner** 

Janet M. Thompson District II Commissioner

244-2024

# **CERTIFIED COPY OF ORDER**

	sion of the April A	Adjourned		Term. 20	24
County of Boone					
In the County Commission of said county, on the	21st	day of	May	20	24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Adopt-a-Road request by Mackenzie Scott (In loving memory of Jason Logsdon) to adopt a portion of New Haven Road from the intersection of Olivet Road to the intersection of Rangeline Road.

Done this 21st day of May 2024.

**ATTEST:** 

Brianna L. Lennon Clerk of the County Commission

Kip Kendrick Presiding Commissioner

Justin Aldred District I Commissioner

Janet M. Thompson District II Commissioner

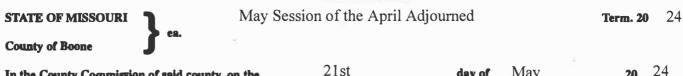
## Boone County Public Works Adopt-A-Road Application & Information Sheet

1.75 Miles

Road Name: East New Haven Road	Agreement Renewal Date	:
	itenewai Date.	(to be completed by BCRM)
Starting E New Haven & S Olivet Rd	Ending E New Point:	Haven & S Rangeline Road
Adopt-A-Road Sign Requested: VES 🔲 NO		
Organization Name:(As you wish for it to appear on the Adopt-A-Road	In loving memory Sign, if requested)	of Jason Logsdon
Contact Person: Mackenzie Scot	t Title:	
Address: 4200 S Rangeline Road City:	Columbia	Zip: 65201
Phone (573)268-7565 Phone # 2: F		
Please Indicate Preferred Method of Contact: 🔲 E	mail 🗹 Telephone	🗖 FAX 🔲 U.S. Postal
Alternate Contact Person:	Title:	
Address: City:		Zip:
Phone Phone # 1: # 2: F.	AX: Addr	il ess:
Please Indicate Preferred Method of Contact: 🔲 E	mail 🔲 Telephone	FAX U.S. Postal
Participants must agree to follow these guidelines at <b>DO</b>	all times:	
Wear a safety vest		
Be aware of oncoming traffic		
Be cautious when crossing roadways Stay clear of construction projects, mowing	onanations and maintana	
Work only during daylight hours	operations and maintena.	nce activities
Have at least one adult supervisor for every	5 participants age 13 to 1	17 and one adult supervisor for every 4
participants age 6 to 12. Children under ag	e 6 may not participate.	2
<b>DO NOT</b> Work during bad weather, extreme tempera	tures and neak travel time	a.c.
Participate in horseplay or activity that mig		~0
Pick up, remove the lid from, shake or ever	touch any hazardous sub	stances, like syringes or drug-making
equipment, or any other suspicious litter. In Public Works or Boone County Sheriff.	istead, mark the area in so	ome way and call the Department of
Trespass on private property.		
Man Soft	May 07	7, 2024
Signature (Contact Person)	Date	

245 -2024

# **CERTIFIED COPY OF ORDER**



In the County Commission of said county, on the

May day of

24 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Consultant Service Agreement for Geotechnical Engineering with Allstate Consultants.

The terms of the Agreement are stipulated in the attached documents, and it's further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 21st day of May 2024.

ATTEST: Du

Brianna L. Lennon Clerk of the County Commission

Kip Kendrick Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson District II Commissioner

#### **APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 2/ May of May, 2024, 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 herein.

Consultant Name: Allstate Consultants 3312 LeMone Industrial Blvd, Columbia, MO 65201

Project/Work Description: Geotechnical Engineering Services for Calvin Drive (between Rothie Drive & Clubhouse Road/Wren School Road) and Cedar Tree Lane (from Batye Lane to the west approximately 8,000 feet) Cement Stabilization & Asphalt Overlay project.

Proposal Description: Geotechnical Engineering Services to include shallow test borings, bulk sampling, testing, mix design and testing as more fully described in the attached proposal, for specified sections of Calvin Drive and Cedar Treen Lane.

Modifications to Proposal: Fees and expenses shall not exceed \$22,592 for the work described in the attached proposal 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 Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be 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 between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

ALLSTATE CONSULTANTS

Title Date

TO FORM: APPRO County

PPROVEI

Resource Management Director

**BOONE COUNTY, MISSOURI** 

Presiding Commissioner

**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 appropriations sufficient to pay the costs arising from this contract.

Myle Riemon 5/15/24 Augustor by TS Date



May 7, 2024

Boone County Resource Management Roger B. Wilson Boone County Government Center 801 East Walnut, Room 315 Columbia, Missouri 65201

ATTN:	Mr. Micah Taylor, P. E.
	Engineering Division
RE:	Proposal for Geotechnical Engineering Services
	Calvin Drive & Cedar Tree Lane Cement Stabilization & Asphalt Overlay
	Boone County, Missouri
	Proposal Number 24000.1

Dear Mr. Taylor:

Allstate Consultants, LLC is pleased to submit our proposal to provide geotechnical engineering services for a Full Depth Reclamation (FDR) project tentatively planned on sections of Calvin Drive and Cedar Tree Lane in Boone County.

## **PROJECT DESCRIPTION**

We understand the sections of East Calvin Drive and East Cedar Tree Lane tentatively proposed for improvement using Full Depth Reclamation will be approximately 3 miles long and will extend the full roadway width. East Calvin Drive is to span from the entrance to Rothie Drive off Calvin Road to the intersection of Clubhouse Road and Wren School Road. East Cedar Tree Lane is to be reclaimed from the turn off to Batye Lane in the western direction for approximately 8,000 feet. This section of East Calvin Drive has an asphalt surface course and is believed to have a crushed stone or gravel base while the section of East Cedar Tree Lane has a crushed stone surface.

Brief observations of the sections of East Calvin Road and East Cedar Tree Lane to be improved indicate a number of areas are present where base failures have likely occurred in the past and spot repairs have been made over the years. While most of the repairs appeared to consist of asphalt patching along East Calvin Road, repairs along East Cedar Tree Lane appeared to consist of road regrading and gravel replacement.

We understand the Full Depth Reclamation tentatively planned will include pulverization of the existing crushed stone or gravel base. The FDR may also penetrate a few inches into the soil subgrade depending on the thickness of the existing pavement section. The pulverized mixture will likely be stabilized with an admix, moisture conditioned, compacted, and provided with an asphalt overlay.

### SCOPE OF GEOTECHNICAL ENGINEERING SERVICES

**General Scope of Services** – We have developed a scope of services that we believe is consistent with the scope described in your RFP dated April 2, 2024. Our scope of services generally includes the following:

- Preliminary site assessment using shallow test borings along roadway alignment
- Selection of a representative area for further bulk sampling and testing
- Development of recommendations for pulverization depth and method
- Bulk sampling of representative area for mix design testing using BCRM Zipper
- Selection of a stabilization admix (cement) with opportunity for BCRM review and input
- FDR mix design testing in laboratory using selected stabilization admix
- Development of recommendations for percentage of stabilization admix and estimation of admix quantity based on mix design testing
- Development of construction recommendations for pulverization; stabilizing admix application and mixing; moisture control; and compaction
- Development of recommendations for the new surface course
- Participate in pre-bid meeting; be available for BCRM and Contractor questions; and consult with BCRM throughout design, bidding, and construction phases

**Preliminary Site Assessment** – We have planned an initial subsurface exploration using shallow test borings to assist in evaluating the existing gravel roadway thickness and composition and the supporting soil subgrade conditions at the project site and to assist in establishing FDR and pavement overlay design parameters. To accomplish this objective, we plan to perform twenty-eight (28) shallow borings along the roadway alignments. East Calvin Drive consists of twelve (12) roadway borings while Cedar Tree Lane will consist of sixteen (16) borings. The one (1) boring will be taken at the centerline of the road and one (1) boring is to be taken approximately 1-2 feet from the edge of the road. Alternating edges of the road for sampling between bore sites will occur. Pavement borings are expected to extend to depths of 5 feet.

Soil samples will be obtained using thin-walled tubes, where the gravel content allows, and split barrel samplers at close intervals in the borings. A geotechnical engineer will be on site throughout exploration to supervise drilling and sampling and to observe the recovered soil samples and log the borings.

Our proposal includes costs for traffic control that will be required during performance of the test borings and Zipper sampling.

**Bulk Sampling of Representative Area** - After the preliminary test borings have been completed and basic soil index tests, including water content, density, strength, plasticity, and classification, have been performed, an Allstate geotechnical engineer will develop boring logs, evaluate the field and laboratory test data, and select one of the test borings as a representative area for further study.

Allstate will recommend a depth of pulverization within the representative test area. At this time, we anticipate that depth will include the pavement section including any base course and at least a few inches of the subgrade soil. With the assistance of the client and their Zipper reclamation machine, we will pulverize a small section of the pavement and obtain a large bulk sample of pulverized asphalt, base, and subgrade soil similar to that expected when full scale FDR is performed.

We anticipate obtaining bucket samples of the pulverized material for mix design testing. We will deliver this material to our office in Columbia, Missouri to perform the laboratory mix design testing program described below.

**Selection of Admix and Laboratory Mix Design Testing Program** – Based on the results of the preliminary site assessment and our observations of the representative bulk sample, Allstate will evaluate a range of stabilization admixtures and recommend one admix for the FDR. This admix will consist of Portland cement. There will be an opportunity for BCRM review and input with respect to the admix recommendation.

Laboratory gradation tests will be performed on representative samples obtained from the larger bulk sample of pulverized asphalt, base, and subgrade soil. A five (5) point standard Proctor test and an Atterberg Limits test will be conducted on the representative sample to determine optimal conditions prior to the addition of an admixture. Based on the gradation and other characteristics of the mix, a starting admix content will be selected. A five (5) point standard Proctor test will be performed at the starting admix content. Each Proctor sample will be extruded from the mold, cured and subjected to a 7-day compressive strength test.

Results of the mixed design testing program will be submitted to the client and summarized in tabular and graphic form.

**Geotechnical Engineering Report** - Following completion of the field exploration and laboratory mix design testing programs, subsurface conditions will be evaluated, the laboratory mix design test data will be analyzed and an engineering report will be prepared by one of our registered

professional engineers specializing in geotechnical engineering. The engineering report will provide a project description, a summary of the field exploration and laboratory testing procedures, logs of the borings, laboratory test results, our recommendations for the type and percentage of admix and an estimated total quantity of admix based on the results of the mix design testing program. Allstate's report will also include construction recommendations for pulverization; admix application and mixing; moisture control; compaction; and the finished surface course.

In addition to providing our written report, Allstate Consultants will also be available to consult with BCRM throughout the design, bidding, and construction phases; to participate in the pre-bid meeting; and to answer BCRM and Contractor questions.

Location of Existing Site Utilities Prior to Exploration - During preparation for field exploration, we will contact Missouri One Call and other local utility companies to assist in locating existing site utilities. We may be required to meet the utility company representatives at the site to show them where we plan to drill the borings.

**Site Access and Boring Layout** - This proposal was developed based on our crews having the right to enter the site and the boring locations being readily accessible to a truck mounted drilling rig. Our crews will exercise care while on site. However, some minor surface damage may occur during exploration. We have not included any costs for site restoration in our estimate, but we will be as careful as possible while on site and will backfill the boreholes with auger cuttings after the borings are completed. Our proposal is based on the borings being laid out by Allstate Consultants.

**Schedule** - We can begin preliminary planning and scheduling of field exploration within the next few weeks and can begin field work within two weeks after receiving your authorization to proceed. We can schedule exploration based on your verbal approval but should still receive your written acceptance of this proposal before we begin work. We will keep you appraised of our progress and preliminary findings during exploration and laboratory testing and will call to provide preliminary verbal recommendations during preparation of our engineering report. Our completed geotechnical engineering report will be submitted within approximately 2 months after completion of field exploration. This time frame is required due largely to the length of time the laboratory mix design testing program will take. Curing samples will take a considerable length of time.

Based on an anticipated award date of mid-May, we anticipate our completed report will be available by August 1, 2024.

**Fees and Conditions** - Allstate Consultants, LLC agrees to perform the subsurface exploration, laboratory testing and geotechnical engineering services described in this proposal in accordance

with the attached schedule of fees and estimate. Based on the anticipated and described scope of work, our fee will not exceed \$ 22,592.00. The billing for our services will be directed to Mr. Micah Taylor, P. E. of Boone County Resource Management.

This proposal was prepared for the exclusive use of the client for the specific project described herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the limits of the client's proposal request. Our attached Terms and Conditions are considered a part of this proposal and will be incorporated by reference into our agreement.

You may execute this agreement by signing and dating this proposal in the spaces provided below and returning one copy to our office. If you have any questions or comments, please give us a call.

Sincerely,

**Allstate Consultants** 

m.l.

Brian W. Robben, P.E, R.G. Geotechnical Manager

PROPOSAL ACCEPTED BY:

CLIENT'S FIRM NAME (PLEASE PRINT)

BY: (AUTHORIZED SIGNATURE)

(PLEASE PRINT SIGNATURE)

DATE

SHEET 1

#### COST ESTIMATE FOR GEOTECHNICAL SERVICES - May 7, 2024

### EAST CALVIN DRIVE AND EAST CEDAR TREE LANE - FULL DEPTH RECLAMATION (FDR)

#### FIELD EXPLORATION USING SHALLOW TEST BORINGS

PERFORM TWENTY-EIGHT (28) SHALLOW TEST BORINGS ALONG EAST CALVIN DRIVE AND EAST CEDAR TREE LANE EXTEND BORINGS TO DEPTHS OF 5 FEET OR AUGER REFUSAL, WHICH EVER OCCURS FIRST, OBTAIN UNDISTURBED THIN-WALLED TUBE SAMPLES OF SUBGRADE SOILS FOR ONE (1) HOLE AT EACH LOCATION, TRAFFIC CONTROL BY ALLSTATE CONSULTANTS, SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST,

DESCRIPTION	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	TOTAL
MOBILIZATION	HOURLY	1	\$160	\$180
SOIL DRILLING AND SAMPLING	HOURLY	16	\$190	\$3,040
ENGINEERING SUPERVISION	HOURLY	4	\$155	\$620
GEOTECHNICAL ENGINEER	HOURLY	16	\$155	\$2,480
TRAFFIC CONTROL	LUMP SUM	4	\$550	\$2,200

#### FIELD EXPLORATION SUBTOTAL

\$8,500

#### BULK SAMPLING USING ASPHALT ZIPPER RECLAMATION MACHINE WITH ASSISTANCE OF BCRM

SELECT TWO (2) REPRESENTATIVE AREAS FOR FURTHER BULK SAMPLING AND PULVERIZATION DEPTH. PULVERIZE REPRESENTATIVE AREAS WITH ZIPPER OBTAINED BY BCRM. OBTAIN 1500 LB. SAMPLE OF PULVERIZED ASPHALT, BASE, AND SUBGRADE SOILS SIMILAR TO THAT EXPECTED WHEN FULL SCALE FDR IS PERFORMED. PULVERIZATION AND PAVEMENT REPAIR WITH ASSISTANCE OF BCRM. TRAFFIC CONTROL BY ALLSTATE CONSULTANTS. DELIVER SAMPLE TO THE LAB.

DESCRIPTION	<u>UNIT</u>	QUANTITY	UNIT FEE	TOTAL
ENGINEERING SUPERVISION	HOURLY	2	\$185	\$370
FIELD TECHNICIAN	HOURLY	8	\$70	\$560
TAKE SAMPLES TO LAB/RETURN	HOURLY	4	\$70	<u>\$280</u>

#### BULK SAMPLING SUBTOTAL

\$1,210

\$3.642

#### BASIC LABORATORY TESTING ON SAMPLES FROM TEST BORINGS

PERFORM LABORATORY SOIL CLASSIFICATION AND SHEAR STRENGTH TESTS INCLUDING ATTERBERG LIMITS, WATER CONTENT, DENSITY AND UNCONFINED COMPRESSIVE STRENGTH ON TWENTY-EIGHT (28) SAMPLES, SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

DESCRIPTION	<u>UNIT</u>	QUANTITY	UNIT FEE	TOTAL
WATER CONTENT TESTS	EACH	28	\$10	\$280
DRY DENSITY DETERMINATIONS	EACH	14	\$18	\$252
UNCONFINED COMPRESSION	EACH	14	\$75	\$1,050
ATTERBERG LIMITS	EACH	8	\$120	\$960
SAMPLE PREPARATION	HOURLY	6	\$60	\$360
ENGINEERING SUPV & REPORTS	HOURLY	4	\$185	\$740

#### BASIC LABORATORY TESTING SUBTOTAL

SELECT ADMIX AND PERFORM LABORATORY MIX DESIGN TESTING PROGRAM ON BULK SAMPLES

PERFORM LABORATORY TESTING INCLUDING ATTERBERG LIMITS, STANDARD PROCTORS, AND UNCONFINED COMPRESSION, AND GRADATION TESTING ON BULK SAMPLES GATHERED SUPERVISION AND CALCULATIONS BY REGISTERED ENGINEER/ GEOLOGIST

DESCRIPTION	<u>UNIT</u>	QUANTITY	UNIT FEE	TOTAL
SAMPLE PREPARATION SIEVE ANALYSIS/GRADATION TES STD. PROCTOR TEST STD. PROCTOR TEST WITH ADMIX ATTERBERG LIMITS 7 DAY COMPRESSION TESTING ON PROCTOR SAMPLES	EACH	4 2 6 2 30	\$70 \$100 \$215 \$215 \$120 \$25	\$280 \$200 \$430 \$1,290 \$240 \$750 \$1,110
ENGINEERING SUPV & REPORTS	HUURLT	6	\$185	\$1,110

SELECT ADMIX & MIX DESIGN SUBTOTAL

\$4,300

COST ESTIMATE FOR GEOTECHNICAL SERVICES - APRIL 12, 2024

EAST CALVIN DRIVE AND EAST CEDAR TREE LANE - FULL DEPTH RECLAMATION (FDR)

#### GEOTECHNICAL ENGINEERING AND REPORT

PREPARE TEST BORING LOGS & TEST REPORTS. EVALUATE SUBSURFACE CONDITIONS. DEVELOP RECOMMENDATIONS FOR TYPE & PERCENT OF ADMIX, TOTAL QUANTITY AND CONSTRUCTION RECOMMENDATIONS FOR PULVERIZATION, ADMIX APPLICATION & MIXING, MOISTURE CONTROL & COMPACTION. BE AVAILABLE FOR CONSULTING WITH BCRM & CONTRACTOR QUESTIONS.

DESCRIPTION	<u>UNIT</u>	QUANTITY UNIT FEE	TOTAL
ENGINEER III	HOURLY	20 \$185	\$3,700
ENGINEER I	HOURLY	8 \$155	\$1,240

ENGINEERING/REPORT SUBTOTAL

...

\$4,940

TOTAL ESTIMATED FEE

\$22,592

#### ADDENDUM A - STANDARD TERMS AND CONDITIONS

Scope of Service: The Client (you) and the Consultant (Allstate Consultants LLC) have agreed to a list of services the Consultant will provide to the Client as set forth in this agreement. The Consultant shall provide Additional Services if requested or directed by the Client. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client on an Hourly Rate basis, in accordance with the Consultant's prevailing fee schedule, as provided below. Any services not set forth in this agreement are specifically excluded and Consultant assumes no responsibility for those services. Directing the Consultant to proceed with services is an acceptance of this proposal.

#### Fee: A Fixed fee, if stated, shall constitute the total compensation due.

A *Percentage fee*, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the firm. An *Estimated fee*, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.

A Not-To-Exceed fee, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client. An Hourly fee, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis. Hourly Rate: Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

PRINCIPAL	\$225.00
	\$185.00
ENGINEER II	\$175.00
ENGINEER I	\$155.00
WATER QUALITY SCIENTIST III	\$175.00
WATER QUALITY SCIENTIST II.	\$145.00
WATER QUALITY SCIENTIST I	\$95.00
PROJECT SCIENTIST III.	\$170.00
INVESTIGATIVE ENGINEER III	
INVESTIGATIVE ENGINEER II	\$245.00
INVESTIGATIVE ENGINEER 1	\$215.00
TECHNICIAN VI/SURVEYOR III	\$165.00
	\$155.00
TECHNICIAN V/SURVEYOR I/SENIOR PROJECT MANAGER.	\$135.00
TECHNICIAN III/PROJECT MANAGER I/GIS	\$115.00
TECHNICIAN II	
TECHNICIAN I	\$70.00
TECHNICIAN	\$50.00
CREW (1 MAN)	\$165.00
CREW (2 MEN)	\$205.00
CREW (2 MEIN)	
INVESTIGATOR IV	\$165.00
INVESTIGATOR IV	\$150.00
INVESTIGATOR II	\$120.00
INVESTIGATOR I	\$95.00
EXPERT TESTIMONY II.	\$450.00
EXPERT TESTIMONY I	\$285.00
DRILL RIG CREW (2 MEN)	\$190.00
DRILL RIG CREW (2 MEN) DRILL RIG CREW WITH GROUTER (2 MEN)	\$215.00
GPS RECEIVERS/DRONE (PER UNIT) PER DAY	\$190.00
TRAFFIC COUNTERS (PER UNIT) PER DAY	\$215.00
ATV (PER UNIT) PER DAY	\$155.00
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.)	Actual Cost
EXPENSES (Looging, means, Printing, Research, & etc.)	

Annual Rate Increase: Rates may be adjusted annually or periodically. Adjusted rates will be incorporated and billed into applicable agreements and contracts.

Reimbursable Expenses: The Client shall reimburse the Consultant for direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, meals, lodging, and other miscellaneous expenses.

Billing/Payments: Statements for the Consultant's services shall be submitted on a monthly basis and at the completion of the project. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Consultants may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Consultants shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason.

**Retainer**: A retainer or advance deposit may be required for the amount stated in this Agreement. If required, the Client shall pay the Consultants prior to our commencement of services. The client has agreed to pay our monthly invoices on a current basis and the retainer shall be applied to the outstanding balance upon the conclusion of our services or, at our option, to satisfy delinquent monthly statements. We reserve the right to request further reasonable deposits if the initial payment is used to satisfy prior invoices. Any unused portion of the deposit will be refunded at the conclusion of the services.

Termination of Services: The Agreement may be terminated by the Client or the Consultant after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

**Code Compliance:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Scope of Service provisions of this Agreement.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

*Construction Observation:* The Consultant may visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

**Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

Presence of Hazardous Materials: The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, existing plans/specifications, existing geotechnical reports, and instructions required by this Agreement. The Consultant may use such information in performing its services and Is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

*Ownership of Instruments of Service:* The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

*Timeliness of Performance*: The Client and Consultant are aware that many factors outside the Consultant's control may affect the time to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

246 -2024

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI		May Session	of the April Adjou	rned		Term. 20	24
County of Boone	ca.						
In the County Commission	of said county, o	n the	21st	day of	May	20	24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 1200 to replace office equipment.

Done this 21st day of May 2024.

ATTEST:

Brianna L. Lennon Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson District II Commissioner

## BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

5/1/24 EFFECTIVE DATE

#### FOR AUDITORS USE

				(Use whole S Transfer From	
Dept	Account	Fund/Dept Name	Account Name	Decrease	Increase
1200	92000	Public Administrator	Reploment Office Equip		6,000
		#N/A	#N/A		
		#N/A	#N/A		
		#N/A	#N/A		
		#N/A	#N/A		
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		#N/A	#N/A		
		#N/A	#N/A		
					6,0

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Our fax machine is no longer functioning and was quoted at \$1,000 for replacement. We currently have two machines (copier & fax) in our office. Both of which have a yearly service agreement. Auditor's office recommended replacing copier that is over 8 years old with multifunctional copier and consilidate to one machine.

anne URequesting Official

## TO BE COMPLETED BY AUDITOR'S OFFICE

 $\square$  A schedule of previously processed Budget Revisions/Amendments is attached

A fund-solvency schedule is attached.

Comments:

uditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

Agenda

1901	SGET AMENDMENT PROCEDURES
	County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment
land	all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first
freat	Jing of the Budget Amendment
肠药	At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide
jat le	east 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
1.	The Budget Amendment may not be approved prior to the Public Hearing

C:\Users\Brose\AppData\Local\Microsoft\Windows\INetCache\Content\_Outlook\TCZOKFXB\Budget Amendment Copier

## **Jeff Shockley**

From:	Kyle Rieman
Sent:	Thursday, May 2, 2024 10:06 AM
То:	Jeff Shockley
Subject:	Fwd: RE: Request for Budget Amendment

------ Forwarded message -----From: Kip Kendrick <KKendrick@boonecountymo.org> Date: May 1, 2024 16:30 Subject: RE: Request for Budget Amendment To: Sonja Boone <SBoone@boonecountymo.org>,Janet Thompson <JThompson@boonecountymo.org>,Justin Aldred <JAldred@boonecountymo.org> Cc: Kyle Rieman <KRieman@boonecountymo.org>

Hi Sonja,

Thank you for the email. I'm looping in the Auditor to this conversation. His office may have more questions as we proceed.

Thanks,

Кір

From: Sonja Boone <SBoone@boonecountymo.org> Sent: Wednesday, May 1, 2024 4:03 PM To: Kip Kendrick <KKendrick@boonecountymo.org>; Janet Thompson <JThompson@boonecountymo.org>; Justin Aldred <JAldred@boonecountymo.org> Cc: Sonja Boone <SBoone@boonecountymo.org> Subject: Request for Budget Amendment

## Good afternoon

My office currently has a large copier and a fax machine. Over the past 6 months there has been numerous service calls on the fax and copier machines. After the last service call on the fax machine, I was informed it was beyond repair. Schrieffer brought a loaner to my office to use until a decision was made on whether to purchase the loaner or a new one from their company. After reviewing my current budget with Jeff Shockley, the question was where the funds would be transferred from to purchase a new fax machine. Not wanting to move funds from any of the other categories in the budget, we looked into the purchase of a new all inclusive copier/fax machine. The copier I currently have is approximately 10 years old. The fax machine is currently a loaner and I am paying maintenance contracts separately for the copier and the fax machine. I feel it would be beneficial and cost effective to purchase an all inclusive copier/fax machine, therefore I am submitting a request for a budget amendment to purchase the all inclusive copier/fax machine.

Sonja Boone Boone County Public Administrator

MAINSCR BO	OONE	Fixed Asset	- View	Only	ADJEFF	11:13: 5/03/	
	<u>    20020</u> ,T,a,g,g,e,d <u>)</u> <u>COPIER</u>					"La,s,t, "P,o,s,t	,e,d,
	<u>3/21/2016</u> Acc						
Acct, Grp	1601 OFFICE H	EQUIPMENT			Res Value		00
Category	40 COPIER				,Re,s, V,a,1, ,%, _	0	
Location	1200 PUBLIC ADM	MINISTRATOR			,T,a,g, ,i,n, ,B,o,o,k	5 <u>N</u>	
Purch Dept	1200 PUBLIC ADM	MINISTRATOR			,B,o,o,k, ,I,D,	-	
Inventory	Date <u>10/08/2020</u>	,I,nv, ,S,t,a,t,us,	Found -	No Char	nde		
Site Loc	Boone County Co	ourthouse					
Site Detl	<u>FL 1 -</u> Public A	Administrato	r				
Ma,ke,	CANNON		Mode,1	IMAGER	JNNER ADVANCE	6225	
,S,e,r,i,a,l,	NMU24554		Note	w			é
,Invoice	152419		,C,he,c,k	601569			
Vendor,	278 DATA CO	OMM INC					
,B,i,d#,	C215080007	-					
,U,s,e,r,							
<u>Calculated</u>	Fields Book Va	a,1,ue, <u>6,</u>	548.00	Remains	ing Months _		
Dep St Dt	Mon	Dep Amt		Remain	Amt, t,o, Depr,		
Adj Total	A	ccum Depr			Acm Dep Ytd		00
Total, Cost, <u>6,548.00</u>							
F2=Key Scr	F3=Exit	F11=G	rant		F23=Bid F22=H	Hist F24=Mc	re
INVALID BID	NUMBER						



April 16, 2024

# **PROPOSAL FOR BOONE COUNTY PUBLIC ADMINISTRATOR**

Prepared by:

**Michael Rohr** 

**Technology Advisor** 573.445.5245 Mike.Rohr@marconet.com



**Managed Services** 



Copiers & Printers



Audio Visual



Business IT Services

Simple. Secure. Better.

800.847.3098 MARCONET.COM



## **COST ANALYSIS - CURRENT DEVICE**

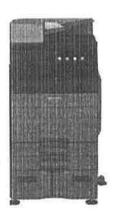
- Black and White Prints INCLUDED per Year: 100,000
- Black and White Overages: \$0.00668

#### **RECOMMENDED PRINT SOLUTION**

QTY	ITEM	DESCRIPTION
1	BP-70M55	Sharp 55 ppm Monochrome MFP

#### Specifications

- 55 Monochrome Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 550 Sheet Paper Tray
- (1) 2,100 Sheet Paper Tray
- 300 Sheet Single Pass Document Feeder
- 12"x18" Paper Size
- 10.1" Touchscreen Panel
- Serverless Print Release
- Scan to docx, xlsx, ppt, and Searchable formats
- Fax





### MARCO PURCHASE/LEASE PROGRAM

SHARP 70M55 PURCHASE PRICE		\$5,846.19
	×	
SHARP 70M55 LEASE PRICE		\$140.31 /Month

- Black and White Prints Included per Year: 47,376
- Black and White Overages: \$0.0076
- Sourcewell Purchasing Program
- Staples Included

ŭ.

ANNUAL SERVICE SAVINGS......\$308.19 /year

\*\*Product Pricing is valid for 30 days\*\*

Prices quoted are subject to change and should be verified before placing your order. Pricing does NOT include any applicable sales tax, property tax, lease origination fee, or supply freight fees.

Accepted by:\_\_\_\_

Date:

•

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

## **Jeff Shockley**

From: Sent: To: Subject: Brenda Rose Wednesday, April 10, 2024 2:06 PM Jeff Shockley Fax machine for Public Administrator Office

Jeff,

Good afternoon! We need to ask your advice about replacing our fax machine. Our old machine stopped working. Schriefer's sent a tech out to pick up our machine and leave us a loaner. David from Schriefer's attempted to fix our machine but told us it was going to cost us more to repair our machine than to purchase the loaner machine. He quoted us \$400 for the loaner. He also said we might want to consider purchasing a new machine. Of course, they no longer make the model we had, so his best offer for a new machine was just under \$1000 for a Brother fax machine.

Sonja does not know if we have enough in the budget to get the new Brother machine. The loaner we are using had only run about 8,000 pages of an expected 20,000 pages of the original toner cartridge when he brought it to us. So, it sounds like we could get a few more years out of the loaner. Do you have an opinion on the matter of choosing the new Brother or keeping the loaner for now?

Also, which ever way Sonja decides to go, we need to know what account(s) we can pull money from to purchase the fax machine. We would appreciate your input in making this purchase.

As always, thank you for your assistance, Brenda