

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the May Adjourned

Term. 2002

In the County Commission of said county, on the

27th day of June 2002

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 plats:

- Valley Creek Re-plat Lot 86
- MMJ & A
- Gunnell Acre
- Cherokee Ridge Estates Plat 1
- Cherokee Ridge Estates Plat 2
- Wren School Ridge Acres
- Hale
- Fowler Creek

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

Done this 27th day of June, 2002.

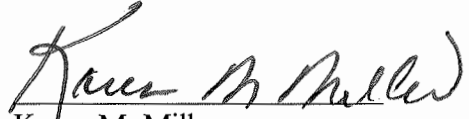


Don Stamper
 Presiding Commissioner

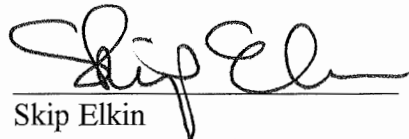
ATTEST:

Wendy S. Noren

Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

County of Boone

June Session of the May Adjourned

Term. 2002

In the County Commission of said county, on the

27th day of June 2002

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

Now on this day, the County Commission of the County of Boone does hereby award from State Contract C101410001 for the purchase of five (5) 2003 Ford Crown Victoria Police Interceptors to Joe Machens Ford of Columbia. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 27th day of June, 2002.

Don Stamper
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: C10410001 – State Contract for Ford Crown Vic Police Interceptors
DATE: June 18, 2002

The Sheriff's Department and I are recommending award from the State of Missouri Cooperative Contract C101410001 to purchase five (5) 2003 Crown Vic Police Interceptors for a unit cost of \$19,879.00 from Joe Machens Ford. Joe Machens has given us the opportunity to purchase these 2003 models for the 2002 bid prices if we order by June 28, 2002. This will save the County a minimum of \$580 per each vehicle. Total contract value is \$99,395.00 to be paid from organization 1251 account 92400. The amount budgeted for this is \$114,000.00.

6/18/02

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

JUN 19 2002

DATE

507

Joe Machens Ford

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

281-2002

BID DOCUMENTATION

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

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

- Transaction Not Subject To Bidding For The Following Reason:
Utility
Travel
Dues
Refund
Cooperative Agreement
Other (Explain):
Training
Pub/Subscriptions
Required Gov Payment
Agency Fund Distribution

#C10141001

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department #

Bill To Department #

Table with columns: Department, Account, Item Description, Qty, Unit Price, Amount. Row 1: 251, 92400, 2003 Ford Crown Victorias, 5, 19,879, \$99,395. Includes CLERK'S OFFICE notice.

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

Signature of Requesting Official

Requesting Official

Signature of Auditor Approval

Auditor Approval

Cont Log

**PURCHASE AGREEMENT
FOR
HIGHWAY PATROL VEHICLES**

THIS AGREEMENT dated the 27th day of Jan 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Joe Machens Ford, 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 Highway Patrol Vehicles in compliance with all bid specifications and any addendum issued for the State of Missouri Contract C101410001. 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 State of Missouri Contract C101410001 shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with five (5) model year 2003 Ford Crown Victoria Automobiles. Each unit cost includes the base vehicle; add on 948 (power windows by driver and front passenger), 157 (power door locks operated by driver and front passenger), 41H (engine block heater), P (cloth split bench front seat), undercoat and dealer prep fees. Unit cost is \$19,879.00. Total contract value is \$99,395.00.

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 120 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's 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.

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

6. **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.

JOE MACHENS FORD

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

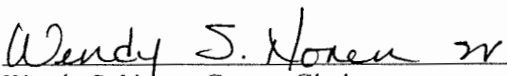


Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:





County Counselor

Wendy S. Noren, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

June Pitchford by KF 6/24/2002

1251-92400 - \$99,395

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

282-2002

STATE OF MISSOURI }
County of Boone } ea.

June Session of the May Adjourned

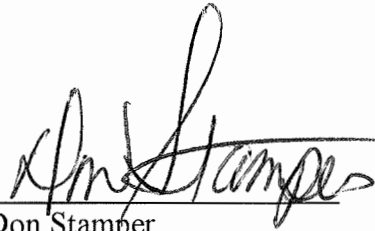
Term. 2002

In the County Commission of said county, on the 27th day of June 2002

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

Now on this day, the County Commission of the County of Boone does hereby award bid 38-28MAY02 for Cartegraph On-Site Consulting and Database Setup to ProNet, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

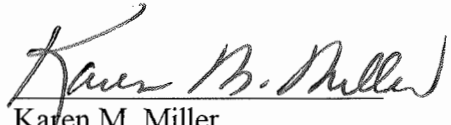
Done this 27th day of June, 2002.



Don Stamper
Presiding Commissioner

ATTEST:

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



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 38-28MAY02 – Cartegraph On-Site Consulting and Database Setup
DATE: June 20, 2002

The Public Works Department and I have evaluated the responses received from the above referenced bid. We recommend awarding to ProNet, Inc. for having the lowest and best bid meeting the minimum specifications. We have checked the references provided by ProNet, Inc. and received a positive response on work done previously within our scope of work. Total contract value is not to exceed \$7,200.00 and will be paid out of organization 2040 account 71100.

The bid tabulation is attached.

Bid Tabulation

38-28MAY02-Cartegraph On-Site Counsulting and Database Setup

		ProNet	Cartegraph Co.
4.7.	Pricing		
4.7.1.	Fees for Needs Assessment, Database Setup and Review as Outlined in Sec. 2	\$ 5,700.00	\$ 23,350.00
4.7.2.	Expenses(airfare, hotel, are meals) Not to Exceed Total	\$ 1,500.00	\$ 2,600.00
4.7.3.	Total	\$ 7,200.00	\$ 25,950.00
4.11.	Co-op?	yes	yes
4.12.	Project will begin ___ days after Notice to Proceed	<30 days	w/in 10 days
4.13.	Project will be completed ___ days after Notice to Proceed	<60 days	Unknown Number
	Addendum Ack. 1	Yes	No
	Addendum Ack. 2	\$95/hour	No

6/20/02

Purch

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

NEW	ProNet, Inc.	972-874-9783
VENDOR NO.	VENDOR NAME	PHONE #
	P.O. Box 271144	Flower Mound TX 75027
	ADDRESS	CITY STATE ZIP

281-200 Z

BID DOCUMENTATION

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

<input checked="" type="checkbox"/> Bid /RFP (enter # below) <input type="checkbox"/> Sole Source (enter # below) <input type="checkbox"/> Emergency Procurement (enter # below) <input type="checkbox"/> Written Quotes (3) attached (<\$750 to \$4,449) <input type="checkbox"/> <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750) <input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103)	Transaction Not Subject To Bidding For The Following Reason: <input type="checkbox"/> Utility <input type="checkbox"/> Travel <input type="checkbox"/> Dues <input type="checkbox"/> Refund <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other (Explain):	<input type="checkbox"/> Training <input type="checkbox"/> Pub/Subscriptions <input type="checkbox"/> Required Gov Payment <input type="checkbox"/> Agency Fund Distribution
--	---	---

#38-28MAY02
 (Enter Applicable Bid / Sole Source / Emergency Number)

RECEIVED
JUN 24 2002

Ship To Department #

Bill To Department #

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 5	7 1 1 0 0	Cartegraphe Consulting Services	1	7,200	7,200.00

CLERK'S OFFICE
 *DO NOT UNSTAPLE THESE PAGES
 *THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.

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

Requesting Official

Auditor Approval

**PURCHASE AGREEMENT
FOR
CARTEGRAPH ON-SITE CONSULTING AND DATABASE SETUP**

THIS AGREEMENT dated the 27th day of June 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and ProNet, Inc., herein "Contractor."

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

- 1. Contract Documents** - This agreement shall consist of this Purchase Agreement For Cartegraph On-Site Consulting and Database Setup, County of Boone Request for Bid, bid number 38-28MAY02, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One and Two, as well as the Contractor's bid response dated May 23, 2002 and executed by Jim Lowry on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions and Addendum One and Two shall prevail and control over the Contractor's bid response.
- 2. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Cartegraph consulting and database setup as identified and responded to in the Contractor's Response Form for a contract price not to exceed \$7,200.00. Items 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.
- 3. Delivery** - Contractor agrees to begin project within thirty (30) days after notification by the County. Contractor agrees to provide the services as required by the bid specifications and as needed by the County of Boone.
- 4. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

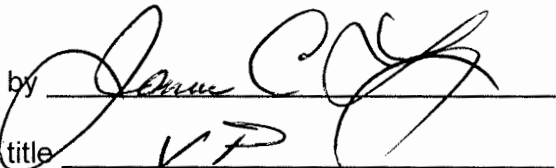
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:


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

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

PRONET, INC.

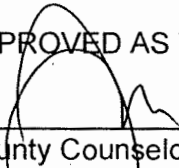
BOONE COUNTY, MISSOURI

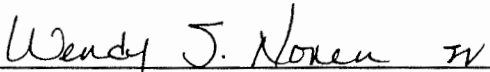
by 
title VP
address 1805 Dallas Dr.
Flower Mound, TX 75022

by: Boone County Commission

Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

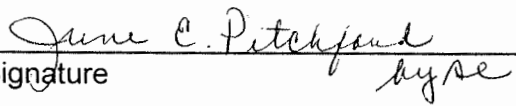
ATTEST:


County Counselor


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)


Signature

6/24/02
Date

2040-71100 - \$7,200.00

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the May Adjourned

Term. 2002

In the County Commission of said county, on the

27th day of June 2002

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

Now on this day, the County Commission of the County of Boone does hereby award bid 46-10JUN02 for the Lease of Self-Propelled Vibratory Roller/Compactor to Victor L. Phillips Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 27th day of June, 2002.

ATTEST:

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

Don Stamper
 Don Stamper
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway
RE: 46-10JUN02 – Lease of Self-Propelled Vibratory Roller/Compactor
DATE: June 20, 2002 *MNR*

The Public Works Department and I have evaluated the responses received from the above referenced bid. We recommend rejecting the bid from Hertz Equipment. They did not provide the correct size of equipment as specified in the bid. We further recommend awarding to Victor L. Phillips Co. for having the best bid meeting our specifications. The monthly lease amount for a Ingersoll-Rand SD110 is \$4,250.00. This is to be paid out of organization 2040 account 71700. At the time of this writing, \$108,333 is remaining in that account. This is set up as a term and supply contract, hence no purchase orders are attached.

Bid Tabulation

46-10JUN02 - Lease of Self-Propelled, Vibratory Roller/Compactor

4.7. Pricing		Hertz Equipment	The Victor L. Phillips Co
4.7.1.	Self Propelled Single Pad Foot Drum Vibratory Roller	\$ 3,010.00	\$ 4,250.00
	Make	Ingersoll Rand	Ingersoll Rand
	Model	SD-100D	SD 110
	Year	2001 or newer	2001
	Curent Hour Meter Reading	550 hr. or less	575 hr.
4.9	Max increase for...	1% 2nd yr. 3% 3rd yr.	5% 2nd yr 5% 3rd yr
4.10.	Co-Op?	Yes	Yes

**EQUIPMENT LEASE AGREEMENT
FOR
A SELF PROPELLED VIBRATORY ROLLER COMPACTOR**

THIS AGREEMENT dated the 27 day of JUNE 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "Lessee" and The Victor L. Phillips Co., herein "Lessor."

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 Equipment Lease Agreement For Lease of a Self Propelled Vibratory Roller Compactor, County of Boone Request for Bid for Lease of a Self Propelled Vibratory Roller Compactor, bid number 46-10JUN02, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Lessor's bid response dated June 10, 2002 executed by Steve Stone on behalf of the Lessor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form, shall prevail and control over the Lessor's bid response.
2. *Lease* - The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in section 4.7.1. of the bid specifications (Self Propelled Vibratory Roller Compactor) at the monthly rental rate of \$4,250.00 subject to termination as described below. The monthly lease cost shall be firm for one year from the date written above and is subject to renewal per the bid specifications and response.
3. *Delivery and Return*- Lessor agrees to deliver leased equipment fully operational and in pre-serviced condition within one week ARO. Lessor shall pick up the equipment leased hereunder at the same location per the bid specifications.
4. *Billing and Payment* - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Lessor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Lessor's bid response to the specifications. The Lessee agrees to pay all invoices within thirty days of receipt; Lessor agrees to honor any cash or prompt payment discounts offered in its bid response if Lessee makes payment as provided therein. In the event of a billing dispute, the Lessee reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Lessor, the Lessee agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. *Maintenance and Repair*- The Lessor agrees to provide and lease the equipment specified in the contract documents in good working order and repair and in pre-serviced condition. Lessee shall be responsible for normal routine service and maintenance in accordance with manufacturer's recommendations while subject to this lease and further agrees to be liable for damage to the equipment which occurs during this lease, normal wear and tear excepted. Lessee shall not be liable or responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age or normal use or due to wear and tear or lack of maintenance by the

Lessor or prior equipment users, or due to defects existing in the equipment or components thereof predating this lease.

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

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

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

- a. Lessee may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. Lessee 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 Lessee, 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.

THE VICTOR L. PHILLIPS CO.

BOONE COUNTY, MISSOURI

by Steve Stone
title RENTAL DEPT. MGR

by: Boone County Commission
Don Stampler
Don Stampler, 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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

2040-71700 Term/Supply

no encumbrance required
Signature 6/19/02 Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the May Adjourned


Term. 2002

In the County Commission of said county, on the 27th day of June 2002

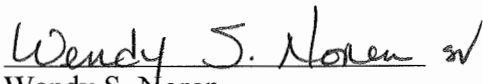
the following, among other proceedings, were had, viz:

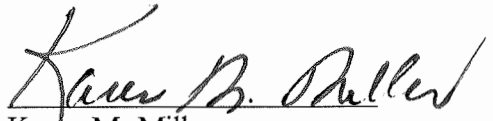
Now on this day, the County Commission of the County of Boone does hereby award bid MM35 for Rock Salt and Sodium Chloride Term and Supply to Independent Salt Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 27th day of June, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

284-2002

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: MM35 – Rock Salt and Sodium Chloride Term and Supply
DATE: June 20, 2002

The Mid-Missouri Public Purchasing Cooperative, the Public Works Department and I have evaluated the responses received from the above referenced bid. We recommend awarding to Independent Salt Co. for having the lowest and best bid meeting the minimum specifications. Total contract value for the cooperative is \$138,800.00. Public Works has budgeted \$66,000 for this year for salt.

The bid tabulation is attached.

BID TABULATION

MM35-4JUN02-Rock Salt and Sodium Chloride-Term and Supply

Gunther Salt Co.	Morton Salt Division	North American Salt	Independent Salt Co.	Ren Potterfield Trucking
-------------------------	-----------------------------	----------------------------	-----------------------------	---------------------------------

Bid Prices For August 1 - March 31 Are As Follows

Description	Unit	Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 Rock Salt	Bag	8000	\$ 3.10	\$ 24,800.00	\$ 3.94	\$ 31,520.00	No Bid	No Bid	\$ 1.60	\$ 12,800.00	N/R	N/R
2 Sodium Chloride	Tons	3500	\$ 47.00	\$ 164,500.00	\$ 42.70	\$ 149,450.00	\$ 38.85	\$ 135,975.00	\$ 36.00	\$ 126,000.00	\$ 41.25	\$ 144,375.00
						20 ton minimum	full truck loads				25 ton min.	
3 Potassium Chloride	Bag	240	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/R	N/R
Total				\$ 189,300.00		\$ 180,970.00		\$ 135,975.00		\$ 138,800.00		\$ 144,375.00

Bid Prices For April 1- July 31 Are as Follows

4 Rock Salt	Bag	2000	\$ 3.10	\$ 6,200.00	\$ 3.94	\$ 7,880.00	No Bid	No Bid	\$ 1.60	\$ 3,200.00	N/R	N/R
5 Sodium Chloride	Tons	1000	\$ 47.00	\$ 47,000.00	\$ 42.70	\$ 42,700.00	\$ 38.85	\$ 38,850.00	\$ 36.00	\$ 36,000.00	\$ 41.25	\$ 41,250.00
						20 ton minimum					25 ton min	
6 Potassium Chloride	Bag	100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	NO Bid	No Bid	N/R	N/R
Total				\$ 53,200.00		\$ 50,580.00		\$ 38,850.00		\$ 39,200.00		\$ 41,250.00

Option -One-time order for delivery in June 2002

Sodium Chloride as spec'ed in Item 2	Tons	1000	\$ 47.00	\$ 47,000.00	\$ 42.70	\$ 42,700.00	\$ 37.85	\$ 37,850.00	\$ 35.00	\$ 35,000.00	\$ 41.25	\$ 41,250.00
Co-op?				NO		Yes		Yes		No		No
Delivery				1 - 3 days		1 - 5		3 - 5 days		7 - 14 days		5 working days

No Bid

Culligan Water Condition, Columbia, MO

**PURCHASE AGREEMENT
FOR
ROCK SALT AND SODIUM CHLORIDE TERM AND SUPPLY**

THIS AGREEMENT dated the 27th day of June 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Independent Salt Co., herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this agreement for Rock Salt and Sodium Chloride Term and Supply, Mid-Missouri Public Purchasing Cooperative Request for Bid for Rock Salt and Sodium Chloride Term and Supply, bid number MM35, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by S. K. Olson). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with bagged Rock Salt and bulk Sodium Chloride when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests within 14 days and in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending March 31, 2003.
- 6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, 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.

INDEPENDENT SALT CO.

by _____

title _____

BOONE COUNTY, MISSOURI

by: Boone County Commission

Don Stamper

Don Stamper, 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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

no encumbrance required *6/21/02* Term/Supply

Signature *byse* Date *2040-26300*

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the May Adjourned

Term. 2002

In the County Commission of said county, on the

27th day of June 2002

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

Now on this day, the County Commission of the County of Boone does hereby award bid 43-18JUN02 for Parking Lots Surface Improvements to Blacktop Paving. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 27th day of June, 2002.

ATTEST:

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

Don Stamper
 Don Stamper
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 19, 2002
RE: 43-18JUN02 – Parking Lots Surface Improvements

The Bid for Parking Lots Surface Improvements was issued on May 30, 2002. The bid closed on June 18, 2002. A total of three bids were received. Purchasing and Public Works are recommending and “all or none” award to Blacktop Paving for offering the total low bid for this project.

Total contract award is \$10,005.30 from department 6100- Facilities Maintenance, account 60400 – Grounds Maintenance. Original budget was \$13,500. At the time of this writing, \$17,591 dollars remain in the account.

ATTACHMENT: Bid Tabulation

cc: Ken Roberts, Facilities Maintenance Manger
David Mink, Public Works Director
Bid File

Estimated Award Amt: \$25,453.66
Average Bid: \$30,134.75
Savings: \$4,681.09

Bid Tabulation
43-18JUN02-Parking Lots

		Blacktop Paving Co.				Central MO Asphalt				Christensen Construction Co.			
Description		Unit of Measure	Estimated Quantity	Unit Price	Extended Total	Unit of Measure	Estimated Quantity	Unit Price	Extended Total	Unit of Measure	Estimated Quantity	Unit Price	Extended Total
4.7.1.	Base Bid: Johnson Bid.												
	Removal and Replace Asphalt	Square Ft.	1,500	\$ 2.74	\$ 4,110.00	Square Ft.	1,500	\$ 7.68	\$ 11,520.00	Square Ft.	1,500	\$ 2.90	\$ 4,350.00
	Crack Seal	Lineal Ft.	1,000	\$ 0.45	\$ 450.00	Lineal Ft.	1,000	\$ 0.98	\$ 980.00	Lineal Ft.	1,000	\$ 0.65	\$ 650.00
	Surface Seal	Square Ft.	28,660	\$ 0.07	\$ 2,006.20	Square Ft.	28,660	\$ 0.12	\$ 3,439.20	Square Ft.	28,660	\$ 0.11	\$ 3,152.60
	Stripping	Spaces	79	\$ 4.50	\$ 355.50	Spaces	79	\$ 6.00	\$ 474.00	Spaces	79	\$ 4.50	\$ 355.50
			Total Cost		\$ 6,921.70		Total Cost		\$ 16,413.20		Total Cost		\$ 8,508.10
4.7.1.1.	Addendum #1: Optional Bid: Johnson Building												
	Removal and Replace Asphalt	Square Ft.		\$ 2.51	\$ 3,765.00		270				270	\$ 2.75	\$ 2.75
			Total Cost		\$ 3,765.00		Total Cost	Did not return addendum #1			Total Cost		\$ 4,125.00
4.7.2.	Alternate 1: Walnut Lot												
	PCCP Removal and Replacement	Square Ft.	270	\$ 6.50	\$ 1,755.00	Square Ft.	270	\$ 15.12	\$ 4,082.40	Square Ft.	270	\$ 11.00	\$ 2,970.00
			Total Cost		\$ 1,755.00		Total Cost		\$ 4,082.40		Total Cost		\$ 2,970.00
4.7.3.	Alternate 2: Guaranty Lot												
	Crack Seal	Lineal Ft.	150	\$ 0.50	\$ 75.00	Lineal Ft.	150	\$ 0.98	\$ 147.00	Lineal Ft.	150	\$ 0.65	\$ 97.50
	Surface Seal	Square Ft.	7,750	\$ 0.08	\$ 620.00	Square Ft.	7,750	\$ 0.12	\$ 930.00	Square Ft.	7,750	\$ 0.15	\$ 1,162.50
	Stripping	Spaces	26	\$ 4.50	\$ 117.00	Spaces	26	\$ 6.00	\$ 156.00	Spaces	26	\$ 4.50	\$ 117.00
				Total Cost		\$ 812.00		Total Cost		\$ 1,233.00		Total Cost	
4.7.4.	Alternate 3: Clark Lot												
	Crack Seal	Lineal Ft.	50	\$ 1.00	\$ 50.00	Lineal Ft.	50	\$ 1.80	\$ 90.00	Lineal Ft.	50	\$ 0.65	\$ 32.50
	Surface Seal	Square Ft.	6,770	\$ 0.08	\$ 541.60	Square Ft.	6,770	\$ 0.14	\$ 947.80	Square Ft.	6,770	\$ 0.15	\$ 1,015.50
	Stripping	Spaces	24	\$ 5.00	\$ 120.00	Spaces	24	\$ 6.00	\$ 144.00	Spaces	24	\$ 4.50	\$ 108.00
				Total Cost		\$ 711.60		Total Cost		\$ 1,181.80		Total Cost	
4.7.5.	Alternate 4: Judges Lot												
	Crack Seal	Lineal Ft.	150	\$ 1.00	\$ 150.00	Lineal Ft.	150	\$ 1.80	\$ 270.00	Lineal Ft.	150	\$ 0.65	\$ 97.50
			Total Cost		\$ 150.00		Total Cost		\$ 270.00		Total Cost		\$ 97.50

No Bids
 Raiihel Brothers Contruction Inc.
 APAC - Missouri Inc.
 Columbia Curb and Gutter Co.
 N-J Wilson Contracting, Inc.

Opened By: Melinda Bobbitt
 Recorded By: Marlene Ridgway
 Time: 1:34 p.m.
 Date: June 18, 2002

**PURCHASE AGREEMENT
FOR
PARKING LOTS SURFACE IMPROVEMENTS**

THIS AGREEMENT dated the 27th day of June 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Blacktop Paving Company**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for Parking Lots Surface Improvements, County of Boone Request for Bid, bid number **43-18JUN02**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated June 18, 2002 and executed by Donald Wilson on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum #1, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through completion of project. Contractor agrees that work will begin on this project 10 days after receipt of *Notice to Proceed* and work will be completed within 45 days after project commences.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Parking Lots Surface Improvements to various parking lots owned by Boone County - Missouri, as identified and responded to in the Contractor's response. Items and/or service 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 the County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission, delivery of products and/or service are delayed, or products and/or service 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.

BLACTOP PAVING COMPANY

by Donald L. Wilson
title Gen. Mgr.
address 7441 E. Sunnyvale Dr.
Columbia, Mo. 65201

BOONE COUNTY, MISSOURI

by: Boone County Commission
Don Stamper
Don Stamper, 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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Facilities Maintenance 6100-60400 \$10,005.30

June E. Pitchford
Signature [Signature]

6/24/02
Date

Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the May Adjourned

Term. 2002

In the County Commission of said county, on the 27th day of June 2002

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #2 to Bid 01-24JAN01 for Electronic Monitoring Equipment and Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

Done this 27th day of June, 2002.

Don Stamper
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: Amendment to 01-24JAN01 – Electronic Monitoring Equipment and Services
DATE: June 13, 2002

We currently have a contract with BI Incorporated for our Electronic Monitoring programs. The Adult Court Services department is requesting an amendment to the above mentioned contract to allow for additional inventory to be housed at the Callaway County Sheriff's department at no additional cost. BI Incorporated has agreed to do this and is reflected by the attached amendment that we are requesting approval.

AMENDMENT NO. 2
 TO THE
 PURCHASE AGREEMENT FOR ELECTRONIC MONITORING EQUIPMENT AND SERVICES
 TO BID NO.01-24JAN01 DATED March 27, 2001 ("Agreement")
 BETWEEN
 BI INCORPORATED ("CONTRACTOR")
 AND
 BOONE COUNTY ("COUNTY")

Counterpart 2 of 2

This Amendment is entered into by and between County and Contractor.

In consideration of the premises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring legally to be bound, hereby agree as follows:

1. With respect to the above-referenced Agreement, Callaway County Sheriff's Office at 1201 State Road O, Fulton, MO 65251, Agency # 66620401 under this Agreement, shall be allowed a No-charge Spare for one (1) HG-200 Unit; Agency is entitled to up to, but not to exceed, one (1) HG-200 shelf Unit at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement.
2. Capitalized terms used herein, and not otherwise defined shall have the meaning as set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and BI shall execute said Amendment upon date of signing _____, 2002.

7-5

BI INCORPORATED
 By: [Signature] Date _____

Printed Name: _____

Printed Title: _____

BOONE COUNTY
 By: [Signature] Date 6/27/02

Printed Name: NW Stamper

Printed Title: Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
[Signature]
 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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Term & Supply - No Encumbrance Required County Wide Term & Supply
 Signature _____ Date 6/24/02 Appropriation Account _____

**CONTRACT AMENDMENT NO. 1
PURCHASE AGREEMENT FOR
ELECTRONIC MONITORING EQUIPMENT AND SERVICES
Bid 01-24JAN01**

The Agreement dated March 27, 2001 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. With respect to the above referenced Agreement, Page 21, Section 2.8.7. shall be changed to the following:

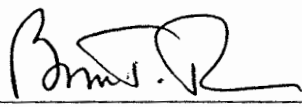
2.8.7. BI will allow an average of up to 20% per year of stock for inventory to be available on an emergency basis. Replacements above and beyond this level will be at the expense of the Court.
2. Effective date of this amendment is December 1, 2001 and will expire upon completion of the original agreement.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

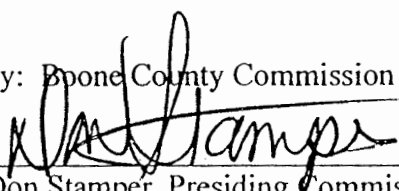
COPY

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

BI INCORPORATED

BOONE COUNTY, MISSOURI

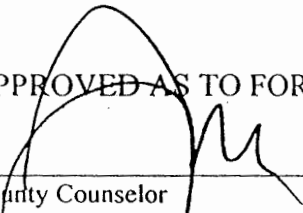
Tmc
by 

by: Boone County Commission

Don Stamper, Presiding Commissioner

title EOP/COO

APPROVED AS TO FORM:

ATTEST:


County Counselor

Wendy S. Noren sv
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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

County Wide Term & Supply

Term & Supply - No Encumbrance Required
Signature _____ Date _____ Appropriation Account _____

**PURCHASE AGREEMENT FOR
ELECTRONIC MONITORING EQUIPMENT AND SERVICES**

THIS AGREEMENT dated the 27th day of March 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and BI Incorporated, herein "Contractor."

COPY

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 Electronic Monitoring Equipment and Services, County of Boone Request for Proposal number 01-24JAN01 including Introduction and General Terms and Conditions, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form, all Addenda as well as the Contractor's bid response dated January 22, 2001 and executed by Steve P. Merrefield, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form shall prevail and control over the Contractor's bid response; provided, however, the contractors exceptions to the RFP shall be honored.

2. **Basic Purchase/Services** - The County agrees to purchase/lease from the Contractor and the Contractor agrees to provide electronic monitoring equipment, central monitoring and voice verification services per section 4.8. and Alcohol Breath Tester per section 4.9.6. Any equipment purchases made under this contract shall be presented in the form of a Boone County Purchase Order presented by the Boone County Auditor's Office.

3. **Contract Duration** - This agreement shall commence on date of award and extend through December 31, 2002 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two 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 rebid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

4. **Rates and Charges** - Contractor agrees to provide the equipment and services in accordance with its response at the rates and the charges specified therein during the contract period and any renewals exercised by the County. No other fees, charges or taxes shall be included as additional expenses in excess of the amounts in the Contractor's response to the request. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold

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

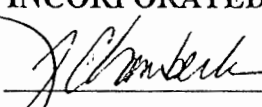
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

Tmc BI INCORPORATED
by 
title CFO

BOONE COUNTY, MISSOURI
by: Boone County Commission
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

1210/1241 – 71600 Term and Supply

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the May Adjourned

Term. 2002

In the County Commission of said county, on the 27th day of June 2002
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the following General Consultant Service Agreements:

- Peckham and Wright Architects, Inc.
- Project Solutions Companies
- Simon Oswald Associates
- Mitzel and Scroggs Architects, Inc.
- Malicoat Winslow Engineers P.C.
- CM Engineering, Inc.

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

Done this 27th day of June, 2002.

ATTEST:

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

Don Stamper
 Don Stamper
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9th day of April, 2002, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Peckham & Wright Architects, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

By NICKERSON PECKHAM

Title CEO

Dated: 4/9/02

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 6-27-02

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy J. Noren
County Clerk

APPROVED:

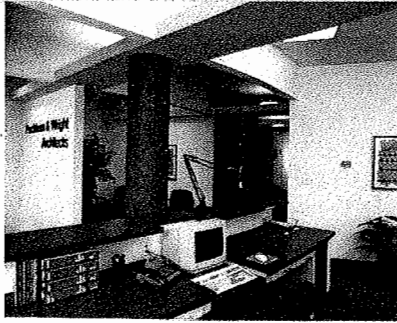
[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

[Signature] Auditor 6/25/02 Date

Hourly Rate Schedule



Senior Principal	\$125/hour
Principal	\$ 90/hour
Project Manager	\$ 80/hour
Construction Manager	\$ 75/hour
Sr. Architect	\$ 75/hour
Architect III	\$ 65/hour
Architect II	\$ 60/hour
Architect I	\$ 55/hour
Designer	\$ 50/hour
Office Administrator	\$ 55/hour
Clerical	\$ 40/hour

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10th day of April, 2002, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Project Solutions (herein "Consultant").
Companies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

By Gary Morgan

Title CEO

Dated: 4/10/02

BOONE COUNTY, MISSOURI

By Karl Stamps

Presiding Commissioner

Dated: 6-27-02

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy J. Noren sr
County Clerk

APPROVED:

David M. Smith
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 6/25/02
Auditor [Signature] Date

SCHEDULE OF SERVICES AND FEES

Project Solutions Companies

January 1, 2002

COMPANY OFFICERS

Chief Executive Officer/President	<i>Per Hour</i>	\$110.00
Chief Marketing Officer		\$ 85.00
Chief Administration & Financial Officer		\$ 65.00

ENGINEERING

Engineer - 5		\$ 85.00
Engineer - 4		\$ 80.00
Engineer - 3		\$ 65.00
Engineer - 2		\$ 60.00
Engineer - 1		\$ 55.00

TECHNICAL SUPPORT

Technical Support - 5		\$ 65.00
Technical Support - 4		\$ 55.00
Technical Support - 3		\$ 50.00
Technical Support - 2		\$ 45.00
Technical Support - 1		\$ 40.00
CAD/Drafting Service - 1		\$ 35.00

ADMINISTRATIVE SUPPORT

Administrative Support - 3		\$ 45.00
Administrative Support - 2		\$ 40.00
Administrative Support - 1		\$ 35.00

CONSTRUCTION

Construction - 4 Senior Project Manager		\$ 75.00
Construction - 3 Construction Project Manager		\$ 70.00
Construction - 2 Plumber and Electrician		\$ 45.00
Construction - 1 Field Crew, Laborer, Carpenter, Carpenter Apprentice		\$ 40.00

REIMBURSABLE EXPENSES

Mileage @ \$.365/mile	Cost
Travel & Lodging	Cost x 1.1
Printing & Reproducibles	Cost x 1.1
Telephone & Facsimiles	Cost x 1.1
Miscellaneous Materials	Cost x 1.1
Testing Services	Cost x 1.15
Consultant Services	Cost x 1.15

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10th day of April, 2002, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and SIMON OSWALD ASSOCIATES herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

By *Shelley Sim*

Title SHELLEY SIMON, PRESIDENT
SIMON OSWALD ASSOCIATES INC.

Dated: APRIL 10, 2002

BOONE COUNTY, MISSOURI

By *Alm Stamps*

Presiding Commissioner

Dated: 6-27-02

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy J. Horne sr
County Clerk

APPROVED:

David Munk
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 6/25/02
Auditor *[Signature]* Date

simon oswald *associates*
architecture and interiors, inc.

HOURLY FEES – 2002

Architect / Principal	\$150.00 per hour
Architect Associate	\$110.00 per hour
Senior Interior Designer	\$100.00 per hour
Architect	\$ 90.00 per hour
Intern Architect III	\$ 75.00 per hour
Intern Architect II	\$ 65.00 per hour
Intern Architect I	\$ 60.00 per hour
Interior Designer II	\$ 65.00 per hour
Interior Designer I	\$ 40.00 per hour
Cadd Technician	\$ 55.00 per hour
Clerical	\$ 40.00-50.00 per hour
Student Assistant	\$ 40.00 per hour

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1st day of April, 2002, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Mitzel + Scroggs Arch. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

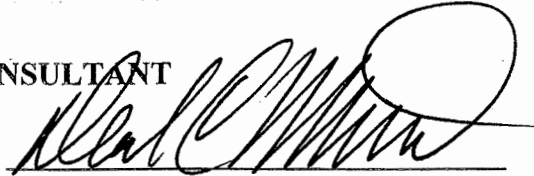
12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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

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

CONSULTANT

By



Donald C. Mitzel
Mitzel + Scroggs Architects, Inc.

Title President

Dated: April 1, 2002

~~BOONE COUNTY, MISSOURI~~

By



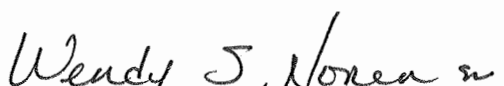
Presiding Commissioner

Dated: 6-27-02

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Public Works

CERTIFICATION:

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

no unencumbered 6/25/02
Auditor ay sel Date



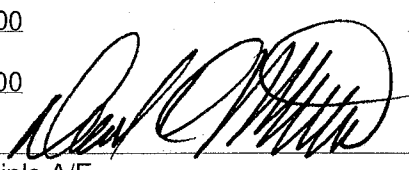
mitzel + scroggs ARCHITECTS INC.
2401 EAST BROADWAY • COLUMBIA, MISSOURI 65201-6118 • TEL (573)449-0951 •

DONALD C. MITZEL A.I.A. PRES. •
STUART S. SCROGGS A.I.A. V.P. •

Prime A/E Firm: MITZEL + SCROGGS ARCHITECTS, INC.

<u>Discipline</u>	<u>Office Hourly Rates</u>
Principal	\$95.00
Project Manager	\$80.00
Architect	\$57.00
Architect, Jr.	\$46.00
Civil Engineer	\$85.00
Electrical Engineer	\$80.00
Electrical Engineer, Jr.	\$65.00
Mechanical Engineer	\$85.00
Mechanical Engineer, Jr.	\$65.00
Structural Engineer	\$85.00
Structural Engineer, Jr.	\$65.00
Draftsperson-CADD	\$45.00
Cost Estimator	\$65.00
Specification Writer	\$65.00
Construction Inspector	\$65.00
Roofing Consultant	\$65.00
Clerk/Typist	\$45.00

Certified as true and Correct



Principle A/E

4-1-02
Date

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1st day of APRIL, 2002, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and MALICOAT WINSLOW ENGINEERS (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

By 

Title PRESIDENT

Dated: 3-19-02


BOONE COUNTY, MISSOURI


By 

Presiding Commissioner


Dated: 6-27-02

APPROVED AS TO FORM:


County Attorney

APPROVED:

Director, Boone County Public Works

ATTEST:


County Clerk

CERTIFICATION:

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

no unencumbered required 6/25/02
Auditor kyse Date

HOURLY RATES FOR MALICOAT-WINSLOW ENGINEERS P.C.

PRINCIPLE ENGINEER	\$95/hr
PROFESSIONAL ENGINEER	\$80/hr
ENGINEER-IN-TRAINING	\$70/hr
CADD TECHNICIAN	\$50/hr
CLERICAL	\$40/hr

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 9th day of April, 2002, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CM Engineering, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

By *Harry J. Furrell*
Title *Principal*

Dated: *April 9, 2002*

BOONE COUNTY, MISSOURI

By *John Stamps*
Presiding Commissioner

Dated: *6-27-02*

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy J. Horen
County Clerk

APPROVED:

David Mink
Director, Boone County Public Works

CERTIFICATION:

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

no unencumbered balance 6/25/02
Auditor *hyse* Date



2002 Hourly Fees

Principal Engineer:	\$105.00/hour
Engineer:	\$75.00/hour
Designer:	\$55.00/hour
Drafter:	\$45.00/hour
Clerical/Administrative:	\$40.00/hour

Reimbursable Expenses: Cost plus 10%

700 Cherry Street
Suite C
Columbia
Missouri
65201-4822

Ph. - 573 / 874-9455
Fax - 573 / 874-9474

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the May Adjourned

Term. 2002

In the County Commission of said county, on the 27th day of June 2002
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Title V – Delinquency and Youth Violence Prevention Grant Application.

Done this 27th day of June, 2002.

Don Stamper
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner



288



SECTION 1 - INSTRUCTIONS

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

SECTION 2 - GRANT PROGRAMS

- | | | |
|---|---|---|
| <input type="checkbox"/> VOCA - Victims of Crime Act | <input type="checkbox"/> SSVF - State Services to Victims Fund | <input type="checkbox"/> STOP - Stop Violence Against Women Grant Program |
| <input type="checkbox"/> NCAP - Narcotics Control Assistance Program | <input type="checkbox"/> MCLUP - Mo. Crime Lab Upgrade Program | <input type="checkbox"/> RSAT - Residential Substance Abuse & Treatment Program |
| <input type="checkbox"/> CLAP - Crime Lab Assistance Program | <input type="checkbox"/> LLEBG - Local Law Enforcement Block Grant | <input type="checkbox"/> LGSD - Local Government School District Program |
| <input checked="" type="checkbox"/> Title V - Delinquency & Youth Violence Prevention | <input type="checkbox"/> Title II - Juvenile Justice Formula Grants | <input type="checkbox"/> JAIBG - Juvenile Accountability Incentive Block Grant |
| <input type="checkbox"/> Challenge - Statewide Policies and Programs | | |

SECTION 3 - APPLICANT AGENCY

AGENCY Boone County Commission	FAX Fax: 5738864311
ADDRESS 801 East Walnut St CITY STATE ZIP Columbia MO 65201	PHONE Tel. 5738864305

SECTION 8 - PROJECT TITLE

Boone County Youth Partnership

SECTION 4 - APPLICANT AUTHORIZED OFFICIAL

NAME Don Stamper,	FAX 5738864311
TITLE Presiding Commissioner	PHONE 5738864305

SECTION 9 - TYPE OF APPLICATION

- New Revised Renewal Continuation

SECTION 10 - CURRENT CONTRACT NUMBER(S)

N/A

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

436000349

AGENCY Boone County Commission

SECTION 12 - PROGRAM CATEGORY

N/A to Title V grants.
See section 12 of Instructions for Application for Funding

ADDRESS 1 East Walnut CITY STATE ZIP Columbia, MO 65201
--

SECTION 13 - CONTRACT PERIOD

BEGINNING DATE Oct. 1, 2002 ENDING DATE Sept. 30, 2003

SECTION 5 - PROJECT DIRECTOR

NAME Dr. Emma Theuri	FAX 573-445-9807
TITLE Regional 4-H Youth Specialist	PHONE 573 445-9792
E-Mail Address: 1012 HYW UU	

SECTION 14 - TYPE OF PROJECT

- Statewide Regional Local

AGENCY University Outreach and Extension
ADDRESS 1012 HYW UU CITY STATE ZIP Columbia MO 65203

SECTION 15 - PROGRAM INCOME

Will Program Income be generated? Yes No

SECTION 6 - APPLICANT FISCAL OFFICER

NAME Don Stamper	FAX 5738864311
TITLE Presiding Commissioner	PHONE 5738864305

SECTION 16 - BUDGET

	Total Cost
PERSONNEL	
VOLUNTEER MATCH	\$49,360.00
TRAVEL	
EQUIPMENT	
SUPPLIES/OPERATIONS	
CONTRACTUAL	\$72,310.00
RENOVATION/CONSTRUCTION	
TOTAL PROJECT COSTS	\$121,670.00
FEDERAL/STATE SHARE	%100 \$72,310.00
LOCAL MATCH SHARE	%62.26 \$49,360.00

AGENCY Boone County Commission
ADDRESS 801 East Walnut CITY STATE ZIP Columbia MO 65201

SECTION 7 - NON-PROFIT BOARD CHAIRPERSON

NAME N/A	FAX PHONE
AGENCY	
ADDRESS	
CITY STATE ZIP	

SECTION 17 - AUTHORIZED OFFICIAL'S SIGNATURE

Don Stamper 7-1-02
Signature Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the May Adjourned

Term. 2002

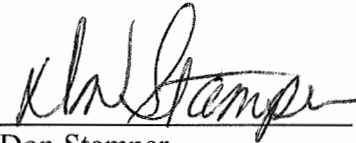
In the County Commission of said county, on the

27th day of June 2002

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

Now on this day, the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds on July 19, 2002 from 11:00 a.m. to 4:00 p.m. for the 2002 Show-Me State Games Torch Run Ceremony. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

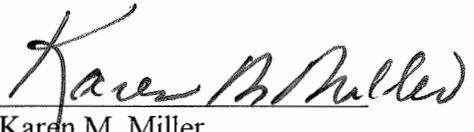
Done this 27th day of June, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:

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



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Chip Elkin, District II Commissioner



Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

289-2002

Commission agenda

APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: 2002 Show-Me State Games Torch Run Ceremony

Date(s) of Use: July 19, 2002

Time of Use: From: 11:00 a.m./p.m. thru 4:00 a.m./p.m.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department grounds, of time and place of use and abide by all applicable laws and ordinances in using Courthouse
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or replace or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds as specified in this application.

Name of Organization: Show-Me State Games

Organization Representative/Title: Brooke Fishel - Info Specialist

Phone Number: 573-882-2105

Date of Application: 6/24/02

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren sr
Clerk

BOONE COUNTY, MISSOURI

Don Stamper
Commissioner

DATE: 06/27/2002