

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

26th

day of

January

20

16

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

Now on this day the County Commission of the County of Boone does hereby award bid 05-19JAN16 – Pursuit/Patrol Vehicles to Joe Machens Ford of Columbia, MO to purchase Thirteen (13) Ford Interceptor Utility vehicles and one (1) Ford Interceptor Sedan vehicle.

The terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 26th day of January, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

30-2016

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: January 21, 2016
RE: 1st & 2nd Reading: Bid Award Recommendation: 05-19JAN16 – Pursuit /
Patrol Vehicles

Request for Bid 05-19JAN16 – Pursuit / Patrol Vehicles closed on January 19, 2016. One bid was received. Recommendation for award is Joe Machens Ford of Columbia, Missouri for (13) Ford Interceptor Utility vehicles and one (1) Ford Interceptor Sedan vehicle for a total of \$371,725.

Vehicles will be paid from department 2901 – Sheriff Operations, LE Sales Tax, account 92400 – Replacement Auto/Trucks. \$390,252 was budgeted in 2016.

Requesting approval as a first and second reading. Joe Machens must receive the Purchase Order by January 31.

cc: Bid File
Gary German, Leasa Quick, Sheriff Carey / Sheriff Department

**PURCHASE AGREEMENT FOR
2016 Pursuit / Patrol Vehicles**

THIS AGREEMENT dated the 16th day of January 2016 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 "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 Pursuit Vehicles, County of Boone Request for Bid number **05-19JAN16**, and the Contractor's bid response dated January 13, 2016 executed by Kelly Sells on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Purchase –**

Option A - Initial Order:

The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with one (1) 2016 Ford Interceptor Sedan and thirteen (13) 2016 Ford Interceptor Utility vehicles, as specified and responded to in the bid specifications.

Vehicle 1: 2016 Ford Interceptor Utility (3.7L, AWD), Oxford White	\$26,745
Vehicle 2: 2016 Ford Interceptor Utility (3.7L, AWD), Shadow Black	\$26,745
Vehicle 3: 2016 Ford Interceptor Utility (3.7L, AWD), Smokestone	\$26,745
Vehicle 4: 2016 Ford Interceptor Utility (3.7L, AWD), Medium Brown	\$26,745
Vehicle 5: 2016 Ford Interceptor Utility (3.7L, AWD), Medium Titanium	\$26,745
Vehicle 6: 2016 Ford Interceptor Utility (3.7L, AWD), Silver Gray	\$26,745
Vehicle 7: 2016 Ford Interceptor Utility (3.7L, AWD), Ingot Silver	\$26,745
Vehicle 8: 2016 Ford Interceptor Utility (3.7L, AWD), Sterling Gray	\$26,745
Vehicle 9: 2016 Ford Interceptor Utility (3.7L, AWD), Arizona Beige	\$26,745
Vehicle 10: 2016 Ford Interceptor Utility (3.7L, AWD), Blue Jeans	\$26,745
Vehicle 11: 2016 Ford Interceptor Utility (3.7L, AWD), Arizona Beige	\$27,285
Vehicle 12: 2016 Ford Interceptor Utility (3.7L, AWD), Ingot Silver	\$27,285
Vehicle 13: 2016 Ford Interceptor Utility (3.7L, AWD), Sterling Gray	\$26,840
Vehicle 14: 2016 Ford Interceptor Sedan (3.5L, FWD), Ingot Silver	\$22,865

For an initial order total of Three Hundred Seventy One Thousand, Seven Hundred Twenty Five Dollars (\$371,725.00).

Note: For "fleet keyed alike", contact Captain Gary German at (573) 875-1111, Extension 6213 to obtain key numbers.

Option B: Pricing for possible future orders in 2016 :

Vehicle 1: 2016 Ford Interceptor Utility (3.7L, AWD), Oxford White	\$27,425
Vehicle 2: 2016 Ford Interceptor Utility (3.7L, AWD), Shadow Black	\$27,425
Vehicle 3: 2016 Ford Interceptor Utility (3.7L, AWD), Smokestone	\$27,425
Vehicle 4: 2016 Ford Interceptor Utility (3.7L, AWD), Medium Brown	\$27,425

Vehicle 5: 2016 Ford Interceptor Utility (3.7L, AWD), Medium Titanium	\$27,425
Vehicle 6: 2016 Ford Interceptor Utility (3.7L, AWD), Silver Gray	\$27,425
Vehicle 7: 2016 Ford Interceptor Utility (3.7L, AWD), Ingot Silver	\$27,425
Vehicle 8: 2016 Ford Interceptor Utility (3.7L, AWD), Sterling Gray	\$27,425
Vehicle 9: 2016 Ford Interceptor Utility (3.7L, AWD), Arizona Beige	\$27,425
Vehicle 10: 2016 Ford Interceptor Utility (3.7L, AWD), Blue Jeans	\$27,425
Vehicle 11: 2016 Ford Interceptor Utility (3.7L, AWD), Arizona Beige	\$27,965
Vehicle 12: 2016 Ford Interceptor Utility (3.7L, AWD), Ingot Silver	\$27,965
Vehicle 13: 2016 Ford Interceptor Utility (3.7L, AWD), Sterling Gray	\$27,520
Vehicle 14: 2016 Ford Interceptor Sedan (3.5L, FWD), Ingot Silver	\$23,615

3. **Delivery** - Vendor agrees to deliver vehicle(s) as set forth in the bid documents and within 12-14 weeks on utility and 10-12 weeks on Sedan (subject to manufacturer delays) after receipt of order. Delivery shall be to Boone County Sheriff Department, Attn: Captain Gary German, 2121 County Drive, Columbia, MO 65202.

4. **Title** – Title in the name of: Boone County Sheriff. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

JOE MACHENS FORD

BOONE COUNTY, MISSOURI

by *Jelly Jells*
title Fleet Mgr.

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

by: *[Signature]*
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane Pitchford by *js* 01/21/2016
Signature Date Appropriation Account 2901-92400 - \$371,725

4. Response Form

- 4.1. Company Name: Joe Machens Ford Lincoln
- 4.2. Address: 1911 W. Worley
- 4.3. City/Zip: Columbia, MO 65203
- 4.4. Phone Number: 573.445.4411
- 4.5. E-mail Address: kseills@machens.com
- 4.6. Fax Number: 573.445.8164
- 4.7. Federal Tax ID: 47-4658086
- 4.7.1. () Corporation
- 4.7.1. (x) Partnership - Name McLarty CMFO, LLC
- 4.7.1. () Individual/Proprietorship - Individual Name _____
- 4.7.1. () Other (Specify) _____

Note: The County intends to purchase eight (14) total vehicles that best meet the County's needs.

4.8. PRICING

(2 pricing options. 'Opt. A' - good until 1/29/16. 'Opt. B' - good until 9/30/16)

		Qty	Unit Price	Option A	Option B
4.8.1.	Vehicle 1: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Oxford White	1	\$	26,745	\$ 27,425
4.8.2.	Vehicle 2: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Shadow Black	1	\$	26,745	\$ 27,425
4.8.3.	Vehicle 3: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Smokestone	1	\$	26,745	\$ 27,425
4.8.4.	Vehicle 4: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Medium Brown	1	\$	26,745	\$ 27,425
4.8.5.	Vehicle 5: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Medium Titanium	1	\$	26,745	\$ 27,425
4.8.6.	Vehicle 6: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Silver Gray	1	\$	26,745	\$ 27,425
4.8.7.	Vehicle 7: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Ingot Silver	1	\$	26,745	\$ 27,425
4.8.8.	Vehicle 8: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Sterling Gray	1	\$	26,745	\$ 27,425
4.8.9.	Vehicle 9: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Arizona Beige	1	\$	26,745	\$ 27,425
4.8.10.	Vehicle 10: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Blue Jeans	1	\$	26,745	\$ 27,425

(Ford is currently between price increases)

			'Option A'	'Option B'
4.8.11.	Vehicle 11: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Arizona Beige	1	\$ 27,285	\$ 27,965
4.8.12.	Vehicle 12: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Ingot Silver	1	\$ 27,285	\$ 27,965
4.8.13.	Vehicle 13: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Sterling Gray	1	\$ 26,840	\$ 27,520
4.8.14.	Vehicle 14: 2016 Ford Interceptor Sedan (3.5L, FWD), Exterior: Ingot Silver	1	\$ 22,865	\$ 23,615
4.8.15.	Preparation Cost for all 14 vehicles		\$ 0	0
4.8.16.	Delivery Cost to: Boone County Sheriff Department for all 14 vehicles		\$ 0	0
TOTAL (4.8.1. THROUGH 4.8.16.)			\$ 371,725	\$ 381,315

4.9. Describe warranty (or attach) features of all items, terms for fleet use and/or any special conditions that may apply:

3 year or 36,000 mi - Bumper to Bumper

5 year or 100,000 mi - Powertrain

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.11. Delivery After Receipt of Order: 12-14 weeks on Utility *
10-12 weeks on Sedan *
* Subject to Mfr. delays.

4.12. Please state the date how long pricing is firm. County may wish to place an order later in the year. Pricing is firm through Option A is good until 1/29/16.
date Option B' is good until 9/30/16.

4.13. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.13.1. Authorized Representative (Sign By Hand): *Jilly Jells* Date: 1/13/16

Print Name and Title of Authorized Representative

4.13.2. Kelly Sells, Fleet Manager.

4.14. Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal?

newspaper advertisement

Boone County Electronic Bid Notification

other, please list: _____

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Kelly Sells, Fleet Manager

Name and Title of Authorized Representative

Kelly Sells

Signature

1/13/16

Date



Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPO, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **05-19JAN16**
Commodity Title: **Pursuit Vehicles for the Boone County Sheriff Department**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, January 19, 2016**
Time: **2:30 P.M.** Central Time. (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex
613 E. Ash Street, Room 110
Columbia, MO 65201

Directions: The Boone County Annex is located on the Southeast corner at 7th St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, January 19, 2016**
Time: **Shortly After 2:30 P.M.** Central Time. (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Building
Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Debarment Form
Standard Terms and Conditions
No Bid Response Form

1. **Introduction and General Conditions of Bidding**

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business/s entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to no award and purchase off of an intergovernmental cooperative contract if that option is deemed to be in the best interest of the County.

1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED – Ten (10) 2016 Ford Interceptor Utility Vehicles for Enforcement; Two (2) 2016 Ford Interceptor Utility for K9 / Enforcement; One (1) 2016 Ford Interceptor Utility for Administration; One (1) 2016 Ford Interceptor Sedan for Detective .**

2.1.1. **Note: Vendor will be bidding on (14) complete vehicles.**

2.2. **GENERAL REQUIREMENTS**

- 2.2.1. Unit(s) shall be designed and constructed for performance, durability, dependability and safety.
- 2.2.2. Equipment shall be bid as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.
- 2.2.3. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard warranty policies.
- 2.2.4. **No substitutions allowed. The Sheriff Department has standardized with Ford Interceptor vehicles.**

2.3. **2016 FORD INTERCEPTOR UTILITY MINIMUM SPECIFICATIONS (for vehicles 1 through 12). Standard 2016 model year features, plus the following:**

- 2.3.1. Dark car feature (courtesy lamp disabled when any door is opened).
- 2.3.2. Front headlamp housing– Police Interceptor specific – 86P
- 2.3.3. Rear tail light housing – Police Interceptor specific – 86T
- 2.3.4. Vinyl flooring (1st and 2nd rows) – no carpet flooring
- 2.3.5. Dome Lamp (red/white in cargo area)
- 2.3.6. Radio noise suppression bonding
- 2.3.7. Spot lamp (driver side, incandescent)
- 2.3.8. Pre-wiring for grille lamp, siren, and speaker
- 2.3.9. L.H. and R.H power heated power adjusting outside rearview mirrors
- 2.3.10. Heated mirrors
- 2.3.11. 5” center caps (18L) in lieu of full wheel covers
- 2.3.12. Vinyl rear seat
- 2.3.13. Sync
- 2.3.14. Rear view camera (image displayed in rear view mirror)
- 2.3.15. Re-mappable (4) switches on steering wheel (with SYNC)
- 2.3.16. Hidden door lock plunger with rear door handles inoperable.
- 2.3.17. Windows (rear window power delete, operable from front driver side)
- 2.3.18. Keyed alike (fleet) with at least 2 keys per vehicle provided. The key code will be provided at time of order.
- 2.3.19. Reverse sensing
- 2.3.20. Front license plate bracket
- 2.3.21. **(Only Vehicles 11 and 12) Auxiliary air conditioning**
2016 Ford Interceptor Utility (Enforcement)
- 2.3.22. **Vehicle 01:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Oxford White
- 2.3.23. **Vehicle 02:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Shadow Black
- 2.3.24. **Vehicle 03:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Smokestone
- 2.3.25. **Vehicle 04:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Medium Brown
- 2.3.26. **Vehicle 05:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Medium Titanium
- 2.3.27. **Vehicle 06:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Silver Gray
- 2.3.28. **Vehicle 07:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Ingot Silver

- 2.3.29. **Vehicle 08:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Sterling Gray
- 2.3.30. **Vehicle 09:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Arizona Beige
- 2.3.31. **Vehicle 10:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Blue Jeans
- 2016 Ford Interceptor Utility (K9 / Enforcement)**
- 2.3.32. **Vehicle 11:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Arizona Beige
- 2.3.33. **Vehicle 12:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Ingot Silver

2.4. **2016 FORD INTERCEPTOR UTILITY MINIMUM SPECIFICATIONS (for vehicle 13 only - Administration). Standard 2016 model year features, plus the following:**

- 2.4.1. Front headlamp housing – Police Interceptor specific – 86P
- 2.4.2. Rear tail light housing – Police Interceptor specific – 86T
- 2.4.3. Dome light in cargo area
- 2.4.4. Painted aluminum wheels, 18”
- 2.4.5. Carpeting in 1st and 2nd row
- 2.4.6. Interceptor badge delete
- 2.4.7. Dark car feature
- 2.4.8. Radio noise suppression bonds
- 2.4.9. Heated mirrors
- 2.4.10. Sync
- 2.4.11. Keyed alike (fleet) with at least 2 keys per vehicle provided. The key code will be provided at time of order.
- 2.4.12. Reverse sensing
- 2.4.13. Front license plate bracket
- 2.4.14. Rear view camera (image displayed in rear view mirror)
- 2.4.15. Pre-wiring for grille lamp, siren, and speaker
- 2.4.16. Heavy-duty cloth rear seat

2016 Ford Interceptor Utility (Administration)

- 2.4.17. **Vehicle 13:** 2016 Ford Interceptor Utility (3.7 AWD), Exterior: Sterling Gray

2.5. **2016 FORD INTERCEPTOR SEDAN MINIMUM SPECIFICATIONS (for vehicle 14 only - Detective). Standard 2016 model year features, plus the following:**

- 2.5.1. Dark car (courtesy lamp disabled when any door is opened)
- 2.5.2. Front headlamp housing – Police Interceptor Specific – 13P
- 2.5.3. Rear tail light housing – Police Interceptor Specific – 90T
- 2.5.4. Vinyl flooring (1st and 2nd rows)
- 2.5.5. Radio noise suppression bonds
- 2.5.6. Pre-wiring for grille lamp, siren, and speaker
- 2.5.7. Heated mirrors
- 2.5.8. 18” full face wheel covers
- 2.5.9. Interceptor badge delete
- 2.5.10. Rear view camera (image displayed in rearview mirror – option 77B)
- 2.5.11. Sync
- 2.5.12. Keyed alike (fleet) with at least 2 keys per vehicle provided. The key code will be provided at time of order.
- 2.5.13. Reverse sensing

2.5.14. Front license plate bracket

2.5.15. Rear cloth seat

2016 Ford Interceptor Sedan (Detective)

2.5.16. **Vehicle 14:** 2016 Ford Interceptor Sedan (3.5, FWD), Exterior: Ingot Silver

2.6. **DEVIATIONS**

2.6.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.

2.7. **Designee** – Boone County Sheriff Department

2.7.1. **Contact** – Melinda Bobbitt, CPPO, Director of Purchasing, Boone County Purchasing Department, Boone County Annex Building, 613 E. Ash, Room 110, Columbia, MO 65201. Telephone: (573) 886-4391; Facsimile: (573) 886-4390 or email: mbobbitt@boonecountymo.org

2.8. **Delivery:** Units shall be delivered with Bill of Sale and Title of Ownership.

2.8.1. **Delivery Terms and Address / Invoice Address :** FOB Destination - Boone County Sheriff Department, 2121 County Dr, Columbia, MO 65202

2.8.2. **Title Address:** Boone County Sheriff, 613 E. Ash Street, Room 110, Columbia, MO 65201

2.9. **ADDITIONAL TERMS AND CONDITIONS:**

2.9.1. Equipment shall be properly serviced, including grease and oil to the proper levels.

2.9.2. Vendor should include product literature for each proposed piece of equipment.

2.9.3. Bid evaluation will be based on quality, reliability, delivery time after receipt of order, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results are posted and may be viewed on our web page www.showmeboone.com. (Purchasing/Bid Awards)
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. E-mail Address: _____

4.6. Fax Number: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

Note: The County intends to purchase eight (14) total vehicles that best meet the County's needs.

4.8. **PRICING**

Qty

Unit Price

4.8.1.	Vehicle 1: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Oxford White	1	\$
4.8.2.	Vehicle 2: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Shadow Black	1	\$
4.8.3.	Vehicle 3: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Smokestone	1	\$
4.8.4.	Vehicle 4: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Medium Brown	1	\$
4.8.5.	Vehicle 5: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Medium Titanium	1	\$
4.8.6.	Vehicle 6: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Silver Gray	1	\$
4.8.7.	Vehicle 7: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Ingot Silver	1	\$
4.8.8.	Vehicle 8: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Sterling Gray	1	\$
4.8.9.	Vehicle 9: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Arizona Beige	1	\$
4.8.10.	Vehicle 10: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Blue Jeans	1	\$

4.8.11.	Vehicle 11: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Arizona Beige	1	\$
4.8.12.	Vehicle 12: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Ingot Silver	1	\$
4.8.13.	Vehicle 13: 2016 Ford Interceptor Utility (3.7L, AWD), Exterior: Sterling Gray	1	\$
4.8.14.	Vehicle 14: 2016 Ford Interceptor Sedan (3.5L, FWD), Exterior: Ingot Silver	1	\$
4.8.15.	Preparation Cost for all 14 vehicles		\$
4.8.16.	Delivery Cost to: Boone County Sheriff Department for all 14 vehicles		\$
	TOTAL (4.8.1. THROUGH 4.8.16.)		\$

4.9. Describe warranty (or attach) features of all items, terms for fleet use and/or any special conditions that may apply:

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.11. Delivery After Receipt of Order: _____

4.12. Please state the date how long pricing is firm. County may wish to place an order later in the year. Pricing is firm through _____ date

4.13. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

Authorized Representative (Sign By Hand):

4.13.1. _____ Date: _____

Print Name and Title of Authorized Representative

4.13.2. _____

4.14. Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal?

_____ newspaper advertisement

_____ Boone County Electronic Bid Notification

_____ other, please list: _____

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing
613 E. Ash St. , Room 110
Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, CPPO, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item

purchased until same is delivered to the County and is accepted by the County.

14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



“No Bid” Response Form

Boone County Purchasing
613 E. Ash, Room 110
Columbia, MO 65201

Melinda Bobbitt, CPPO, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A
BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 05-19JAN16 – Pursuit Vehicles

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

26th

day of

January

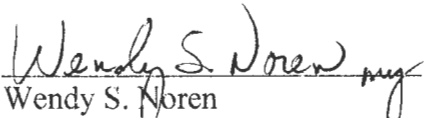
20 16

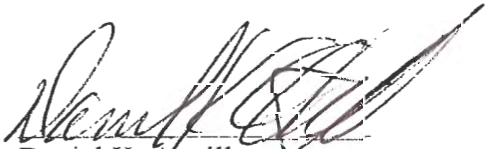
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the attached certification by the Boone County Clerk regarding the election of Commissioner of the Centralia Special Road District. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Marc Spickert, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 5, 2016 election. It is further ordered the Presiding Commissioner is hereby authorized to sign the commission for Marc Spickert to serve as Commissioner of Centralia Special Road District for a three year term.

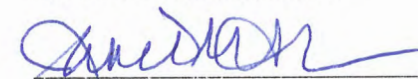
Done this 26th day of January, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

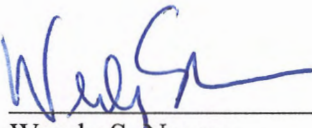

Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

I, Wendy S. Noren county clerk and election authority in and for the County of Boone hereby certify that at the close of filing for Commissioner of Centralia Special Road District of Boone County at 5:00 p.m. on January 19, 2016 the number of candidates filed for the position equals the number of positions to be elected. I further certify that the notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Marc Spickert, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 5, 2016 election.

Given under my hand and seal this 26th day of January, 2016.



Wendy S. Noren
Boone County Clerk

(seal)

DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }
County of Boone } ss.

To Wendy S. Noren, Boone County Clerk

Date 12-23-15

I, Marc Spickert a resident and registered voter of the County of Boone and the state of Missouri, residing at 20301 N Drew Rd, Centralia, MO 65240

do announce myself a candidate for the office of Commissioner of Centralia Special Road District to be voted for at the municipal election to be held on the 5th day of April, 2016.

- I further declare that if elected to such office I will qualify.
- I further declare that I have no outstanding campaign disclosure reports due from any prior elections.
- I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America and that I have not been convicted of or found guilty of or pled guilty to a felony under the laws of Missouri.

Marc Spickert
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>Marc Spickert</u>
Address	<u>20301 N Drew Rd</u>
Mailing Address (if different)	<u>Centralia, MO 65240</u>
Telephone # (optional)	_____

AFFIDAVIT

STATE OF MISSOURI }
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.

Marc Spickert
Signature of Candidate

Subscribed and sworn to before me this 23rd day of December, 2015.

Heather N. Russeel
Signature of election official or other officer authorized to administer oaths

Date Filed: 12/23/15

Time Filed: 4:30 pm

Deputy Initials: HR



Missouri Ethics Commission (MEC)

Notice to Candidate

Personal Financial Disclosure (PFD) (aka: Financial Interest Statement)

Part One: Candidate Information

Candidate's Name: Marc Spickert Political Subdivision: Centralia Special Road District

Office Sought: Commissioner Date of Election: April 5, 2016

Part Two: Filing Status (Election Official: Select Option A or B. If select Option B, complete Sections 1 & 2)

Option A. Candidate does not have to file a PFD/Financial Interest Statement because:

- The political subdivision's annual operating budget (AOB) is \$1 million or under.
- The political subdivision's AOB is over \$1 million and the subdivision has a conflict of interest ordinance on file with MEC that does not require a candidate running for this position (office sought) to file. (NOTE: if candidate has had a business transaction with the subdivision, refer to Option B, Section 1, Item 1)
- The office sought is committeeman or committeewoman.

Option B. Candidate must file a PFD/Financial Interest Statement with MEC because:

Section 1:

- The political subdivision has an AOB over \$1 million and the subdivision has a conflict of interest ordinance on file with the MEC that specifically 1) requires a candidate running for this position (office sought) to file, OR 2) requires a candidate (including spouse, children, parents, or a business in which they owned a substantial interest) that has had a business transaction with the political subdivision in excess of \$500 in the preceding twelve months to file pursuant to §105.485.4(1) RSMo.
- The political subdivision has an AOB over \$1 million and the subdivision does NOT have a conflict of interest ordinance on file with the MEC and the candidate is required to file pursuant to §105.483-§105.492 RSMo.
- Candidate is a new Associate Circuit Judge Candidate (all other judicial candidates file with the Supreme Court).

Section 2: Candidates required to file must be informed of the following deadlines/penalties:

- If PFD/Financial Interest Statement is not filed by _____ (14 days after filing closing date);
PENALTY: Candidate will be assessed a minimum of \$10 per day late fee for each day the report is late.
- If PFD/Financial Interest Statement is not filed by _____ (21 days after filing closing date);
PENALTY: Candidate will be disqualified as a candidate and his/her name will be removed from the ballot.

NOTE: If the political subdivision has a conflict of interest ordinance on file with the MEC:

- And the above filing deadlines are not met; penalties (if any) are assessed by the political subdivision according to its ordinance.
- Candidate must also file a copy of his or her PFD with the governing body/subdivision.

Part Three: Acknowledgement (completed by candidate & witnessed by election official):

I, Marc Spickert (Print name) hereby acknowledge that I have received:

- MS (initial) **Notice to Candidate**, (written notice of candidate's obligation to file a PFD/Financial Interest Statement, including the consequences for failure to file on time); and
- MS (initial) **Guide to Ethics Law – A Plain English Summary**, (regarding laws governing candidates for election to office in Missouri) and I hereby acknowledge the authority of the Missouri Ethics Commission, or the political subdivision for which I am filing, in enforcing said laws.

Marc Spickert
Signature of Candidate

Candidate's Email Address (Optional)

Heather Russell
Signature of Election Official (Witness)

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

26th

day of

January

20 16

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

Now on this day the County Commission of the County of Boone does hereby accept the attached certification by the Boone County Clerk regarding the election of Hospital Trustee of Boone County. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Jan Beckett, shall assume the duties of her office at the same time and in the same manner as if she had been elected at the April 5, 2016 election. It is further ordered the Presiding Commissioner is hereby authorized to sign the commission for Jan Beckett to serve as Hospital Trustee of Boone County for a five year term.

Done this 26th day of January, 2016.

ATTEST:

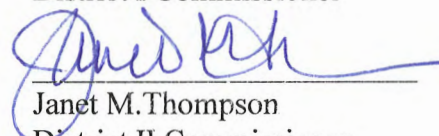
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner




Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

I, Wendy S. Noren county clerk and election authority in and for the County of Boone hereby certify that at the close of filing for Hospital Trustee of Boone County, five year term, at 5:00 p.m. on January 19, 2016 the number of candidates filed for the position equals the number of positions to be elected. I further certify that the notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district. Pursuant to the provisions of 115.124.1 RSMo. no election shall be held for such office and the candidate, Jan Beckett, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 5, 2016 election.

Given under my hand and seal this 26th day of January, 2016.



Wendy S. Noren
Boone County Clerk

(seal)

DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }
County of Boone } ss.

Boone Hospital Center Trustee
5 year term

To Wendy S. Noren, Boone County Clerk

Date 12/15/15

I, Jan Beckett a resident and registered voter of the County of Boone and the state of Missouri, residing at 706 Thilly, Columbia, MO 65203

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal election to be held on the 5th day of April, 2016.

- I further declare that if elected to such office I will qualify.
- I further declare that I have no outstanding campaign disclosure reports due from any prior elections.
- I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America and that I have not been convicted of or found guilty of or pled guilty to a felony under the laws of Missouri.


Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>JAN BECKETT</u>
Address	<u>706 THILLY, COLUMBIA, MO.</u> <u>65203</u>
Mailing Address (if different)	
Telephone # (optional)	

Random #: 345


AFFIDAVIT

STATE OF MISSOURI }
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.


Signature of Candidate

Subscribed and sworn to before me this 15th day of December, 2015.


Signature of election official or other officer authorized to administer oaths

Date Filed: 12/15/15

Time Filed: 12:32pm

Deputy Initials: [Signature]

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

26th

day of

January

20 16

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Auditor's Office for a special project for outside repairs done to Unit 1 and Unit 2 of the City & County Health Department. The County will be reimbursed by the Family Health Center for repairs to Unit 2.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1410	71500	Public Health Services	Building Use/Rent Charge (Unit 1)		11,476
1190	71500	Non-Departmental	Building Use/Rent Charge (Unit 2)		13,972
1123	86800	Emergency & Contingency	Emergency	11,476	
1190	3821	Non-Departmental	Building Rent (Unit 2)		13,972
				11,476	39,420

Done this 26th day of January, 2016.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

Unit Owners Association Health Dep't.

c/o Smith & Associates
 P.O. Box 10165
 Columbia, MO 65205

10/11/15
 11/14/15

Invoice

Date	Invoice #
12/21/2015	County1116

Bill To
Janet M. Thompson Northern (District II) Commissioner Boone County Government Center 801 E. Walnut Columbia, MO 65201-7732

Project
Unit 1&2 - Boone C...

Description	Amount	
Semi Annual Association Assessment for the County Unit 1 of the Unit Owners Association of C/BC Health Department; January - June, 2016	8,625.00	1410-71500
Semi Annual Association Assessment for the County Unit 2 of the Unit Owners Association of C/BC Health Department; January - June, 2016	10,501.00	1190-71500
Special Assessment for Unit 1: remove rust from posts & paint; clean building exterior; install Fence (North property line); install LED lighting; Paint rear canopy	11,476.00	1410-71500
Special Assessment for Unit 2: remove rust from posts & paint; clean building exterior; install Fence (North property line); install LED lighting; Paint rear canopy	13,972.00	1190-71500

Your prompt payment is appreciated	Total	\$44,574.00
------------------------------------	--------------	-------------

**UOA - Health Department Condo
Special Assessment Calculation
At 12/21/2015**

Remove Rust from Posts	\$ 988
Clean Exterior of Building	\$ 2,869
Install Fence (North property line)	\$ 9,063
Install LED lighting	\$ 21,213
Canopy Painting	\$ 2,790
Total Special Assessments	\$ 36,923

Member Assessment Calculation	<u>Proration</u>	<u>City</u>	<u>County 1</u>	<u>County 2</u>	<u>Total</u>
Unit 1 - City	31.08%	\$ 11,476			\$ 11,476
Unit 1 - County	31.08%		\$ 11,476		\$ 11,476
Unit 2 - County	37.84%			\$ 13,972	\$ 13,972
Total Assessment Amount for the year	100.00%	\$ 11,476	\$ 11,476	\$ 13,972	\$ 36,923

◊
 36,923 • x
 37.84 %
 13,971.6632 *

Year	<u>2015</u>	Original Appropriation	<u>17,250.00</u>
Dept	<u>1410 PUBLIC HEALTH SERVICES</u>	Revisions	<u> </u>
Acct	<u>71500 BUILDING USE/RENT CHARGE</u>	Original + Revisions	<u>17,250.00</u>
Fund	<u>100 GENERAL FUND</u>	Expenditures	<u>17,250.00</u>
		Encumbrances	<u> </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>17,250.00</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u> </u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u> </u>

Expenditures by Period

January	<u>8,625.00</u>	July	<u> </u>
February	<u> </u>	August	<u> </u>
March	<u> </u>	September	<u> </u>
April	<u> </u>	October	<u> </u>
May	<u> </u>	November	<u> </u>
June	<u>8,625.00</u>	December	<u> </u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

SUBLSCR BOONE **SUBSIDIARY LEDGER INQUIRY MAIN SCREEN** 1/06/16 09:29:13

Year	2015	Original Appropriation	<u>94,433.00</u>
Dept	1190 NON-DEPARTMENTAL	Revisions	
Acct	71500 BUILDING USE/RENT CHARGE	Original + Revisions	<u>94,433.00</u>
Fund	100 GENERAL FUND	Expenditures	<u>94,432.00</u>
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	<u>94,432.00</u>
Account Type	E EXPENSE	Remaining Balance	<u>1.00</u>
Normal Balance	D DEBIT	Shadow Balance	<u>1.00</u>

Expenditures by Period

January	<u>16,621.00</u>	July	<u>6,119.00</u>
February	<u>6,121.00</u>	August	<u>6,119.00</u>
March	<u>6,121.00</u>	September	<u>6,119.00</u>
April	<u>6,118.00</u>	October	<u>6,119.00</u>
May	<u>6,119.00</u>	November	<u>6,119.00</u>
June	<u>16,618.00</u>	December	<u>6,119.00</u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 16

County of Boone

} ca.

In the County Commission of said county, on the

26th

day of

January

20

16

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

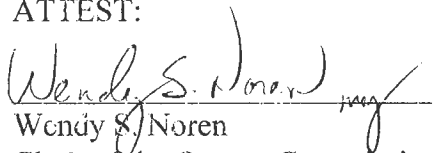
Now on this day the County Commission of the County of Boone does hereby approve the attached General Consultant Services Agreements for 2016 for the following:

BFA, Inc.
 Shafer, Kline & Warren
 Simon and Associates
 Terracon Consultants, Inc.
 Meco Engineering Co., Inc.
 Scroggs Architecture PC

The terms of the agreements are stipulated in the attached General Consultant Services Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreements.

Done this 26th day of January, 2016.

ATTEST:

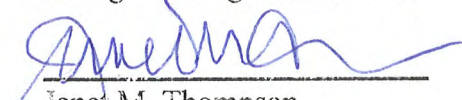

 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill

Presiding Commissioner


 Karen M. Miller

Acting Presiding Commissioner


 Janet M. Thompson

District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26th day of January, 2016, 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 BFA, 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. **Agreement duration** – This contract shall be in effect beginning January 1, 2016 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2016. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **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:

2.1 **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.

2.2 **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.

2.3 **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.

2.4 **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 Resource Management, 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.

3. **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 Resource Management 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.

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

5. **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.

6. **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's 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.

7. **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.

8. **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.

9. **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.

10. **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 Resource Management 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.

11. **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.

12. **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.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **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.

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

BFA, INC

By

Raymond H. Frankenberg II
Raymond H. Frankenberg II

Title President

Dated:

1/8/16

BOONE COUNTY, MISSOURI

By

David K. Alford
Presiding Commissioner

Dated:

1-26-16

APPROVED AS TO FORM:

by: [Signature]
County Attorney

ATTEST:

Wendy S. Noe
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

Charge Out Rates
Effective January 01, 2016

Classification	Hourly Rate
Engineer	\$110 - \$160
Project Manager	\$75 - \$100
Designer	\$60 - \$100
Surveyor	\$62 - \$110
Field Technician	\$40 - \$100
Field Technician/Robotic	\$65 - \$120
Drafter	\$40 - \$85
Administrative Assistant	\$55 - \$65
Computer Support	\$55 - \$75
Financial Administrator	\$55 - \$75



BFA, Inc
Discipline List

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	✓
Construction Management	✓
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	
Structural Engineering	
Surveying	✓
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26th day of January, 2016, 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 Shafer, Kline & Warren (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. **Agreement duration** – This contract shall be in effect beginning January 1, 2016 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2016. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **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:

2.1 **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.

2.2 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.

2.3 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.

2.4 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 Resource Management, 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.

3. 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 Resource Management 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.

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

5. **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.

6. **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's 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.

7. **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.

8. **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.

9. **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.

10. **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 Resource Management 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.

11. **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.

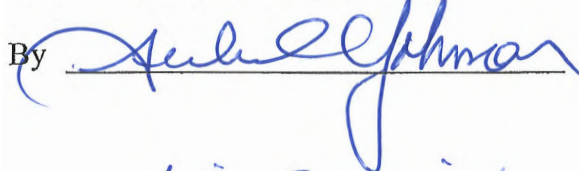
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13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **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.

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

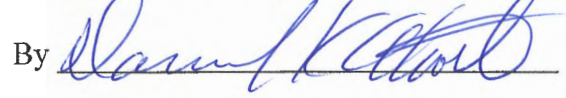
SHAFER, KLINE & WARREN

By 

Title Vice President

Dated: 12/22/15

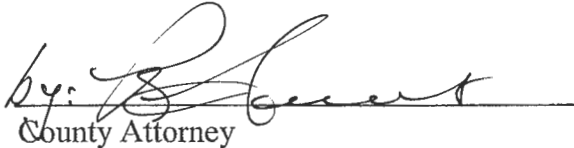
BOONE COUNTY, MISSOURI

By 

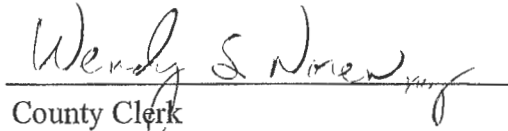
Presiding Commissioner

Dated: 1-26-16

APPROVED AS TO FORM:

by: 
County Attorney

ATTEST:


County Clerk

APPROVED:



Director, Boone County Resource Management

HOURLY RATE SCHEDULE



Project or Construction Manager		Engineer, Surveyor, GIS Consultant, Specialist, Landscape Architect, Designer, Planner or Programmer	
PM 10	\$ 190.00	A8	\$ 170.00
PM 9	180.00	A7	160.00
PM 8	170.00	A6	150.00
PM 7	160.00	A5	140.00
PM 6	155.00	A4	130.00
PM 5	140.00	A3	120.00
PM 4	130.00	A2	110.00
PM 3	120.00	A1	100.00
PM 2	110.00	A0	90.00
PM 1	100.00		
Construction Observer or Engineering / Survey / Corrosion / Data - Technician		Survey Crew	
T7	\$ 120.00	3 SC	\$ 165.00
T6	110.00	2 SC	145.00
T5	100.00	1 SC	100.00
T4	90.00		
T3	80.00		
T2	70.00		
T1	60.00		
T0	50.00		
Survey Truck Mileage		Passenger Car, Truck Mileage	
TMILE	Federal rate plus \$0.30/mile	PMILE	Based on Federal Guidelines
Per Diem		Expenses	
PERD	Based on Federal Guidelines Per Location or Agreed to Rate (average is currently \$140/day)	EXPENSES	Cost + 10% unless otherwise noted

Effective: January 1, 2016



Shafer, Kline & Warren

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	
Bridge Design	✓
Civil Engineering	✓
Construction Management	✓
Electrical Engineering	✓
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	✓
Planning	✓
Structural Engineering	✓
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	✓
Design/Build	✓
Environmental	✓
Forensic	
GIS	✓
Industrial	
Interior Design	
Landscape Architecture	✓
Natural Gas	✓
Photogrammetry	
Telecommunications	
Water Resources	✓

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26th day of January, 2016, 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 and 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. **Agreement duration** – This contract shall be in effect beginning January 1, 2016 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2016. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **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:

2.1 **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.

2.2 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.

2.3 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.

2.4 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 Resource Management, 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.

3. 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 Resource Management 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.

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

5. **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.

6. **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's 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.

7. **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.

8. **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.

9. **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.

10. **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 Resource Management 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.

11. **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.

12. **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.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **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.

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

SIMON AND ASSOCIATES

By John Simon

Title president

Dated: Dec 31 2015

BOONE COUNTY, MISSOURI

By Dawn K. Stull

Presiding Commissioner

Dated: 1-26-16

APPROVED AS TO FORM:

by: [Signature]
County Attorney

ATTEST:

Wendy S. Noren
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

SIMON ASSOCIATES, INC.

■■■■□□■■■■ ARCHITECTURE ■■■□□■■■■

Fiscal Year 2016 Hourly Fees:

Architect/Engineer	\$130.00 /hour
Architect Intern/Engineer Intern	\$85.00 /hour
Draftsperson	\$65.00 /hour
Clerical	\$45.00/hour



Simon Associates, Inc

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	✓
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26th day of January, 2016, 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 Terracon Consultants, 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. **Agreement duration** – This contract shall be in effect beginning January 1, 2016 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2016. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **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:

2.1 **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.

2.2 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.

2.3 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.

2.4 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 Resource Management, 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.

3. 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 Resource Management 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.

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

5. **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.

6. **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's 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.

7. **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.

8. **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.

9. **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.

10. **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 Resource Management 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.

11. **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.

12. **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.

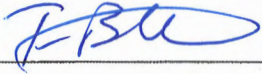
13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **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.

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

TERRACON CONSULTANTS, INC.

By



Title

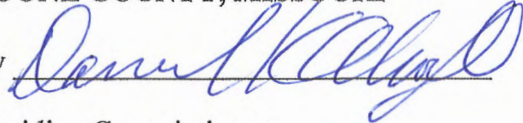
Office Manager

Dated:

12/31/15

BOONE COUNTY, MISSOURI

By

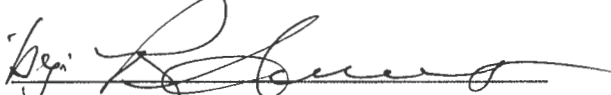


Presiding Commissioner

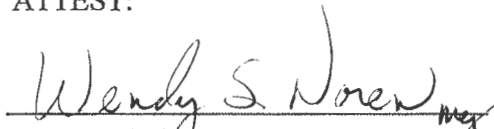
Dated:

1-26-16

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management

Terracon

Schedule of Services and Fees for 2016 Geotechnical, Environmental, Construction Materials and Facilities Services

I. PERSONNEL

Senior Principal	\$150.00/hour
Principal	140.00/hour
Senior Project Engineer	130.00/hour
Senior Project Professional	130.00/hour
Senior Project Geologist.....	130.00/hour
Project Engineer II.....	120.00/hour
Project Geologist II	120.00/hour
Project Professional II	120.00/hour
Project Engineer I.....	110.00/hour
Project Geologist I	110.00/hour
Project Professional I	110.00/hour
Senior Staff Engineer	100.00/hour
Senior Staff Geologist	100.00/hour
Senior Staff Professional.....	100.00/hour
Staff Engineer	90.00/hour
Staff Geologist.....	90.00/hour
Staff Professional	90.00/hour
Field Engineer	
80.00/hour	
Field Geologist	80.00/hour
Field Professional.....	80.00/hour
Technician V (2 hour minimum)	75.00/hour*
Technician IV (2 hours minimum)	68.00/hour*
Technician III (2 hours minimum).....	61.00/hour*
Technician II (2 hours minimum)	54.00/hour*
Technician I (2 hours minimum)	47.00/hour*
Drafting/Cad Operator.....	75.00/hour
Clerical/Administrative Staff.....	55.00/hour

* An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays.

NOTE: Deposition or court testimony at a minimum of 1.75 times regular rate - minimum of \$225.00/hour

II. EXPENSES AND SUPPLIES

Vehicle Charge (outside local area).....	0.67/mile*
Per Diem, Lodging and Food	Minimum of 135.00/day
Miscellaneous charges, including analytical laboratory tests,.....	Cost
shipping charges, rental equipment, outside labor, public transportation, materials, permit fees or other contracted services	

III. DRILLING

Location and elevation of borings, two-person crew	145.00/hour
Logging and Stratification of Boring Logs.....	94.00/hour
Mobilization of equipment and personnel – Truck Drill . (3.65/mile* each way) \$350.00/minimum	
All-Terrain or Track-mounted Drill..... (4.70/mile* each way)	475.00/minimum
Support Vehicle	95.00/day
Additional charge for sloping, soft ground, or swampy sites where an ATV	775.00/day
(non-truck-mounted) drill rig is required	

Auger Drill Rig

Auger drilling without undisturbed sampling	10.50/foot
For disturbed samples	
0 - 40 pulling augers	31.00/sample
40 - 80 pulling augers	42.00/sample

Soil sampling using either split-barrel or Shelby tube sampler at 5-foot intervals in soil.

Depth-Feet

0 - 20	13.75/foot
20 - 40	15.00/foot
40 - 60	18.50/foot
60 - 80	23.00/foot
80 - 100.....	26.00/foot

 Additional charge for drilling in weathered shale or sandstone

 8.50/foot

 Additional charge for Hollow Stem Augers (if required)

 0 - 40

 4.00/foot

 40 - 80

 5.00/foot

Rotary Drill Rig

Soil sampling using either split-barrel sampler or Shelby tube sampler at 5-foot intervals in soil.

Depth-Feet

0 - 20	16.50/foot
20 - 40	18.50/foot
40 - 80	23.00/foot
(harder than Qu=5 TSF or 50 blows/ft.)	27.00/foot
80 - 120	31.00/foot
(harder than Qu=5 TSF or 50 blows/ft.)	36.00/foot

Additional charge for casing or drilling mud, where required.

Depth Feet

 0 - 40 (Mud or NX Casing)

 4.00/foot

 (4" Casing)

 5.75/foot

 40 - 80 (Mud or NX Casing)

 5.50/foot

 (4" Casing)

 7.25/foot

 80 - 120 (Mud or NX Casing)

 6.25/foot

 (4" Casing)

 8.75/foot

 Drilling with organic fluids (additional)

 quote on request

 Hot water for wash boring when temperature is below 20⁰ F.....

 Cost

Additional thin wall or split-spoon samples

<u>Depth Feet</u>	
0 - 20	26.00/sample
20 - 40	31.00/sample
40 - 60	36.00/sample
60 - 80	52.00/sample
80 - 120	62.00/sample

Drilling and sampling in strata containing primarily broken bedrock, boulders, cobbles, slag or fill containing large percentages of concrete and/or steel, plus any material where standard penetrating resistance exceeds 100/6".

<u>Depth-Feet</u>	
0 - 20	\$28.00/foot
20 - 40	30.00/foot
40 - 80	36.50/foot
80 - 120	42.00/foot
Rock Coring Set Up.....	105.00/boring
NX Coring (5' minimum) 0 - 40 feet	44.00/foot
+ 40 feet	47.00/foot
4 inch coring	quote on request
Wire Line coring.....	quote on request
Rock Bit Drilling	33.50/foot
Hourly charge for field personnel and drilling equipment	
Drilling w/truck-mount rig with two persons	200.00/hour
	(Overtime) 230.00/hour
Drilling w/track-mount & ATV rig with two persons.....	225.00/hour
	(Overtime) 250.00/hour
Cost of special equipment for moving drilling equipment	Cost
about the site or for permits	
Setup time per boring or for client delay/stand-by time	
Truck-mount.....	182.00/hour
Track-mount & ATV.....	208.00/hour
Well point installation in drilled borehole, installing plastic plus	260.00/hole
perforated pipe (3" max size) does not include drilling hole.....	Min. of 9.50/foot
Additional charge for surface protector pipe, cap, and pad.....	Min. of 390.00
Plugging borehole with bentonite chips (max. 8" diameter).....	8.00/foot
Downhole camera.....	250.00/day

- NOTE:
- a. Higher price for shallow holes or when there is a risk of losing or breaking augers.
 - b. Environmental projects may have surcharge if hazardous site conditions.
 - c. Rock bit and diamond bit wear will be charged at cost for hourly drilling and where hard or fractured rock results in excessive bit wear. All prices are for NX and BX size only.
 - d. Wash boring and casing prices apply when washing through hollow stem augers.

IV. INSITU TESTING (Cone Penetration, Dilatometer and Vane Shear Testing)

Mobilization

25-ton Truck Rig	260.00 plus 2.50/mile*
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ATV, Marine, Rail car, Skid or Marsh Buggy.....	Priced On Request
Location and elevation of test locations	
GPS Lat/Long coordinates (1 to 3M accuracy)	25.00/location
Conventional layout and elevations, Two-person crew	155.00/hour
Set-up Fee	75.00 per location
Hourly charge for operator and equipment*	170.00/hour
*Note: Standby for client delay or difficult access greater than ½ hour per test location	
Electronic Cone Penetration Testing (CPT)	
CPTU (with pore pressure)	9.00/foot
Seismic Tests at 1 meter intervals.....	37.00/test
Pore pressure dissipation testing.....	170.00/hour
In-Situ Vane Shear Testing (VST-direct push, 3" x 6" vane)	2.50/ft depth + 78.00/test
Dilatometer Testing (DMT) tests at 1-foot intervals.....	15.50/foot
Pushed 1.5" diameter PVC liner soil sample, 5ft length	2.60/ft depth + 105.00/sample
Data Reduction	
CPT sounding	78.00 each
DMT sounding.....	104.00 each
VST test.....	26.00/test

V. GEOPROBE SYSTEM

Mobilization	415.00 plus 0.90/mile
Unit Rental (Does not include personnel time)	(portal to portal)
Geoprobe Sampling only	880.00/day
Geoprobe® with On-site Gas Chromatography Analysis	quote upon request
Consumable Geoprobe® Supplies	Cost
Standby/Client Delay Time - truck and operator	155.00/hour

VI. GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL (Personnel time not included)

Nuclear Density and Moisture Measuring Equipment	\$9.00/test
	60.00/day
	185.00/week
Cross Hole Sonic Logging Equipment.....	quote on request
Seismic Equipment	quote on request
Vibration Seismograph	250.00/day
Electrical Resistivity Equipment	225.00/day
Pressuremeter, Dutch Cone, Bore Hole Shear Equipment.....	750.00day
Additional Pressuremeter Membranes or End Caps	200.00/each
Vane Shear Equipment	150.00/day
Inclinometer	175.00/day
	500.00/week
Inclinometer Casing.....	Cost

Instrumentation Equipment - Stress Strain	
Gauge	125.00/week
Dial Indicators	50.00/week
Jack - 30 Ton	250.00/week
Moisture meter (for moisture in wood, insulation, drywall)	30.00/day
James R-Meter (for size and location of reinforcing steel)	50.00/day
Profometer	110.00/day
Ferrosan.....	200.00/day
Floor Flatness Equipment (Dipstick).....	150.00/day
.....	500.00/week
Maturity Meter	70.00/day
Probes	35.00/each
Brass 2 inch Cube Mold	9.00/day
.....	35.00/week
Pulse Velocity	95.00/day
Windsor Probe	125.00/day
Set of Three Probes	50.00/set
Windsor Pin	125.00/day
.....	20.00/probe
Beam Mold	9.00/day
.....	30.00/week
Cleaning, Beam Mold	18.00/each
Global Positioning System	quote on request

VII. SOIL LABORATORY TESTING

Identification

Atterberg Limits Determination (LL, PL)	70.00/test
Atterberg Limits Determination (C.O.E. Method)	120.00/test
Combined Analysis (Hydrometer and Sieve)	140.00/test
Density Determination (Shelby tube sample)	40.00/test
Density Determination (Irregular sample)	50.00/test
Hydrometer Analysis	80.00/test
Organic Content (by heating)	55.00/test
Shrinkage Limit Determination	150.00/test
Sieve Analysis (Unwashed)	70.00/test
Sieve Analysis (Washed over #200 sieve)	80.00/test
Specific Gravity Determination	75.00/test
Visual Engineering Classification	8.00/each
Moisture Content Determination	10.00/test
Soil Suction (ASTM, D-5298)	65.00/test
Porosity	125.00/test
Pin Hole Dispersion.....	350.00/test
With Remolding of Sample	375.00/test
Sand Equivalent.....	150.00/test

Consolidation

Consolidation Test on 2-1/2 inch diameter Specimen	
Regular increasing Load Increment to 16 tsf	500.00/test

Test with Pressure-Void Ratio Curve (C.O.E. Method)	550.00/test
Plotted Time Curves	70.00/each
Each additional Unloaded-Reload Cycle	120.00/cycle
Swell Test single pressure	125.00/test
Additional pressures	50.00/each
Swell Test ASTM D4546-03 Method C	500.00/test
Swell Test ASTM D4546-08 Method A	1100.00/test
Swell Test ASTM D4546-08 Method B	250.00/test
Swell Test ASTM D4546-08 Method C	300.00/test

Shear Strength

Unconfined Compression	
Undisturbed Soil Sample	40.00/test
Undisturbed Soil Sample COE Method	50.00/test
With Stress-Strain Curve	75.00/each
With Stress-Strain Curve COE Method	85.00/each
Calibrated Hand Penetrometer or Torvane	5.00/each
Direct Shear FAST (cohesionless)	200.00/point
Direct Shear SLOW (cohesive)	275.00/point
Standard Sample Preparation	65.00/sample
Preparation on remolding for difficult samples	70.00/hour
Unconfined Compression on Cured Proctor Sample with Fly Ash	70.00/test

Triaxial Compression

	<u>Unconsolidated Undrained Triaxial</u>	<u>Consolidated Undrained Triaxial*</u>	<u>Consolidated Drained Triaxial*</u>
Total per Circle	\$ 285.00	\$ 475.00	quote on request
*Note: Normally requires three circles			
Preparation of Remolded Samples			75.00/circle

Note: Test rates for 1.4 inch, 1.8 inch and 2.8 inch diameter samples. Rates for other diameter samples available upon request.

Consolidated Undrained Test includes pore pressure measurements.

Compaction and Density

Laboratory CBR	315.00/test
R-Value (ASTM D-2844)	365.00/each
Modified Proctor (ASTM D 1557)*	175.00/test*
Modified Proctor (COE Method)	180.00/test*
Relative Density (ASTM D 4253 & D 4254 wet or dry method)	275.00/each
Standard Proctor (ASTM D 698)*	150.00/each*
Standard Proctor (COE Method)	160.00/each*
Standard Proctor with Fly Ash (2 hour Delay)	200.00/each
Harvard Miniature	170.00/each
Field CBR	On Request
* Additional charge for Coarse Aggregate Correction	20.00/each

Permeability

Constant Head Permeability Test (ASTM D2434).....	340.00/test
Falling Head Permeability Test (ASTM D5084)	270.00/test
Preparation of Remolded Samples.....	75.00/each

Chemical Tests

pH (by meter)	35.00/each
Electrical Conductivity by Miller box	175.00/each
Chloride Concentration	75.00/each
Soluble Sulfate	65.00/each
Cation Exchange Capacity of Soil	125.00/each

VIII. ROOFING

Services of Senior Roofing Technician	75.00/hour
Services of Roofing Technician	65.00/hour
Roof Sample Analysis – Quantitative	
Asphalt, No Gravel.....	Minimum 225.00/each
Asphalt, Gravel	Minimum 275.00/each
Coal Tar, Gravel	Minimum 340.00/each
Infrared Camera.....	Minimum 150.00/day

IX. STRUCTURAL STEEL AND METALS

AWS Certified Welding Inspector	95.00/hour
AWS Certified Associate Welding Inspector	78.00/hour
Ultrasonic Examination of Welds	75.00/hour
Ultrasonic Equipment and Consumables	100.00/day
Magnetic Particle or Dye Penetrant Examination	75.00/hour
Magnetic Particle or Dye Penetrant Materials	Cost + 15%
AWS or ASME Welder Qualifications	
Pipe	150.00/each
Plate	115.00/each*
Weld Procedure Qualification	
AWS	375.00/each*
ASME	400.00/each*
Tensile, Yield and Elongation Test	135.00each*

* Excluding machining, sample preparation and base metal costs, if required.

X. AGGREGATES

Sieve Analysis (ASTM C 136).....	90.00/each
Analysis of Material finer than #200 Sieve (ASTM C 117)	50.00/each
Combined Coarse and Fine	105.00/each
Organic Impurities - Colorimetric (ASTM C 40).....	50.00/each
Lightweight Particles or Chert Analysis (ASTM C 123) :	
Fine	95.00/each
Coarse	155.00/each

	Chert	155.00/each
Clay Lumps (ASTM C 142).....		60.00each
Soundness (ASTM C 88) (5 cycles) (fine or coarse)		350.00/each
Large Size Aggregate		375.00/each
Abrasion (ASTM C 131)		200.00/each
Large Size Aggregate		240.00/each
Organic Impurities - Mortar Strength (ASTM C 87)		1800.00/each
Specific Gravity (ASTM C 127 or 128).....		55.00/each
Absorption Analysis (ASTM C 127 or 128)		55.00/each
Unit Weight (ASTM C 29).....		75.00/each
Specific Gravity and Absorption combined (ASTM C 127 or 128)		75.00/each
Percentage Particles Less Than 1.95 Specific Gravity (AASHTO T 150)		On Request
Scratch Hardness Test		55.00/each
Freeze Thaw (AASHTO T-103).....		675.00/each
Flat and Elongated Particles		235.00/each
Crushed Particle Determination.....		90.00/each
Bulk Impregnated Specific Gravity.....		325.00/each
Solubility.....		75.00/each
Insoluble Residue in Carbonate Aggregates (ASTM D3042).....		300.00/each

XI. ASPHALT

Extraction (ASTM D2172) (includes gradation)		155.00/each
Extraction only		105.00/each
Asphalt Content by ignition (including gradation)		145.00/each
Marshall Density Specimens (ASTM D6926) (already mixed)		40.00/each
Set of 3 samples.....		100.00/set
Marshall Stability Flow and Density Specimens (ASTM D6927) (already mixed)...		55.00/each
Set of 3 samples.....		125.00/set
Core Density (field cut).....		30.00/each
Asphalt Design Mix Review (Marshall Method).....		350.00/design
Three Point Marshall Curve (including laboratory		
mixed asphalt with 9 stability, flow and density tests)		875.00/set
Additional Point		200.00
Hveem Stability and Density (ASTM D 1560) (already mixed) (Set of 3 samples).		150.00/set
SuperPave Molded Density Specimens (Set of 3 samples)		320.00/set
Penetration and Specific Gravity (ASTM D 5).....		75.00/each
In-place Asphalt Density with nuclear testing unit (equipment only)		55.00/day
Bitumen Softening Point.....		60.00/each
Asphalt Coring – per person.....		61.00/hour
Core Drilling Machine		75.00/day
Generator		65.00/day
Strength Retention Test.....		900.00/test
Theoretical Maximum Specific Gravity (ASTM D2041)		125.00/test
Abson Recovery.....		800.00/test
Viscosity of Bituminous Materials (Kinematic)		100.00/test
Absolute.....		100.00/test
FAA Moisture in Mix.....		85.00/test

XII. CONCRETE AND MASONRY

Concrete or Mortar Mix Verification	\$350.00/each
Laboratory Concrete Trial Batch (with cylinders)	500.00/minimum
Laboratory Concrete Trial Batch (with beams)	750.00/minimum
Initial setting time (ASTM C 403) (already mixed).....	350.00/minimum
Compressive Strength of 6" x 12" Cylinder (ASTM C 39)	14.50/each*
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	14.50/each*
Special capping for irregular surface	18.00/each
6" x 12"/4" x 8"/ or 3" x 6" cylinder molds	1.25/each
Trimming for capping (if required)	20.00/each
Strip and cured test cylinders, not tested	14.50/each
<i>*This includes one copy of report sent to one location. Additional copies of each report 0.25/copy/mailling and additional locations sent are 2.00/mailling/location.</i>	
Flexural Strength of Concrete Beam	60.00/each
(Cleaning charges in addition where applicable per hour)	
Splitting Tensile Test (6" Cylinders).....	50.00/each
Concrete coring – per person	61.00/hour
Core drilling machine.....	75.00/day
Generator	65.00/day
Diamond bit wear per inch depth (1" steel = 12" concrete)	
3-5 inch diameter core	4.00/inch
5-7 inch diameter core	5.00/inch
Concrete sawing-technician	70.00/hour
Saw	55.00/day
Blades	Cost
Concrete core, measurement and strength	55.00/core
Trimming	20.00/cut
Compressive Strength and Dimensions of Masonry	
Block Units ASTM C 140 (minimum of 3)	
Depending on size and quantity	50.00 to 75.00/each
Net Area, Absorption, Specific Gravity and Moisture	
Content of Masonry Block (ASTM C 140)	75.00/block
Lineal Drying Shrinkage of Masonry Block (ASTM C 426)	260.00/each
Compressive Strength of Masonry Block Prism (Hollow).....	150.00/each
Compressive Strength of Masonry Block Prism (filled with grout)	200.00/each
Compressive Strength of 3x6 inch Grout Prism.....	30.00/each
Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder.....	30.00/each
Laboratory Mortar, Trial Batch (does not include testing cubes).....	375.00/each
Mortar Flow Test (ASTM C 270)	60.00/test
Mortar Water Retention Test (ASTM C 270)	225.00/test
Efflorescence Test.....	140.00/each
Each additional concurrently tested material	85.00/each
Chloride ion content of concrete	
(submitted sample prepared through #50 sieve)	
James Meter	
Less than 5 samples	55.00/each
5 or more samples.....	40.00/each
ASTM or AASHTO Titration	
Less than 5 samples	75.00/each
5 or more samples.....	70.00/each
Sample Preparation.....	51.00/hour
Rapid chloride permeability of concrete - 4 inch diameter sample, includes sawing to length but no special curing	
1st Sample.....	\$250.00/each

Additional Samples	175.00/each
Rapid cure by boiling procedure.....	100.00/each

**XIII. PETROGRAPHIC SERVICES (ROCK, CONCRETE, AGGREGATE)
(Available in Cincinnati, Ohio laboratory only)**

Concrete

Visual Description, Fracture Logging.....	16.00/linear foot
Air Content (ASTM C457).....	550.00/each
Air Void System Parameters Includes (ASTM C-457).....	600.00/each
Petrographic Examination (ASTM C-856)	1100.00/each
Resistance of Concrete to Rapid Freezing and Thawing (ASTM C666).....	2500.00/set of 3

Aggregate

Petrographic Examination (ASTM C-295)	
Coarse Aggregate	1200.00/each
Fine Aggregate.....	1000.00/each
Chert (Includes Refractive Index and Microcrystalline Quartz/Chalcedony Content)	250.00/each

Riprap, Armorstone, Quarry Run, Etc.

Petrographic Examination	160.00/hour
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Personnel Services

Petrographer	160.00/hour
Materials Consultant	125.00/hour
Laboratory Technician	75.00/hour

XIV. GEOSYNTHETIC LABORATORY TESTING

Geomembrane Tests

Seam Peel and Shear (Destruct), (ASTM D4437).....	22.00/set
Bond Shear Strength of Seams, (ASTM D4437).....	22.00/set
Tensile Strength, (ASTM D 638).....	85.00/set
Tearing Resistance, (ASTM D 1004)	55.00/set
Puncture Resistance, (ASTM D 4883).....	55.00/set
Wide-Width Tensile Strength, (ASTM D 4885)	250.00/set
Nominal Thickness (textured), (ASTM D 5994)	30.00/set
Nominal Thickness (smooth), (ASTM D 5199).....	1500/set
Melt Flow Index, (ASTM D 1238).....	130.00/set
Carbon Black Content, (ASTM D 1603).....	55.00/set
Carbon Black Dispersion, (ASTM D 5596)	55.00/set
Density/Specific Gravity, (ASTM D 1505)	30.00/set
Dimensional Stability, (ASTM D 1204).....	85.00/set

Geotextile, Geonet, Geocomposite Tests

Apparent Opening Size, (ASTM D 4751).....	\$200.00/each
Nominal Thickness, (ASTM D 5199).....	20.00/set
Compressibility, Proposed (ASTM D 5199)	150.00/set
Compression of Geocomposites, (ASTM D 1621).....	150.00/each
Index Puncture Resistance, (ASTM D 4833).....	45.00/set
Tensile Strength, Wide-Width Method, (ASTM D 4595)	340.00/set
Tensile Strength, Grab Method, (ASTM D 4632)	65.00/set
Trapezoidal Tearing Strength, (ASTM D 4533).....	65.00/set
Diaphragm Burst (Mullen) (ASTM 3786).....	45.00/set
Permittivity, (ASTM D 4491)	165.00/set
Mass Per Unit Area, (ASTM D 3776).....	20.00/set
Temperature Stability, (ASTM D 4594)	Quote on Request
Ultraviolet Light Deterioration, (ASTM D 4355) 150, 300, 500 hrs. exposure	3.00/hr
CBR Puncture, GRI GSI.....	175.00/set
Node/Junction Strength, GRI GG2.....	140.00/set
Peel (Ply) Adhesion, (ASTM D 413) (Top and Bottom).....	85.00/set
Percent Bonded, Visual, (Top and Bottom)	45.00/set

Geosynthetic Clay Liner Tests

Moisture Content,(ASTM D 2216)	9.00/each
Permeability (Modified Method), GRI-GCL-2	375.00/each
Mass/Unit Area, (ASTM D 5261)	45.00/each
Free Swell, GRI-GCL-1	160.00/each
Swell Index, of clay mineral components of GCL, (ASTM D 5890).....	190.00/each

Geosynthetic Performance Evaluation Tests

Direct Shear Friction, (ASTM D 5321)	
One gradient, one compressive load, per direction.....	215.00/each
One gradient, one compressive load, with soil, per direction	300.00/each
Additional gradients, add per gradient	30.00/each
Additional compressive loads, add per load	30.00/each



Terracon Consultants Inc

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	
Construction Management	✓
Electrical Engineering	
Geotechnical Engineering	✓
Lab Testing	✓
Mechanical Engineering	
Planning	
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	✓
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

-Construction Materials Testing

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26th day of January, 2016, 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 MECO Engineering Company, 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. **Agreement duration** – This contract shall be in effect beginning January 1, 2016 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2016. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **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:

2.1 **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.

2.2 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.

2.3 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.

2.4 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 Resource Management, 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.

3. 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 Resource Management 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.

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

5. **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.

6. **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's 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.

7. **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.

8. **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.

9. **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.

10. **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 Resource Management 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.

11. **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.

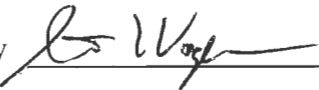
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **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.

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

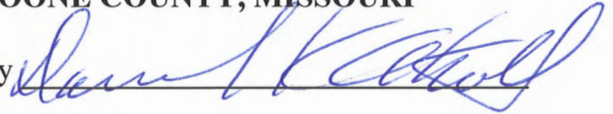
MECO ENGINEERING COMPANY, INC.

By 

Title President

Dated: 1/21/16

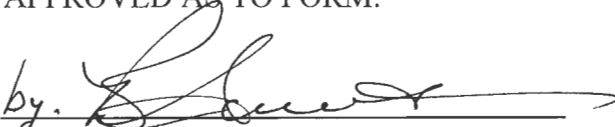
BOONE COUNTY, MISSOURI

By 

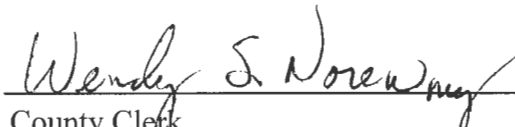
Presiding Commissioner

Dated: 1-24-16

APPROVED AS TO FORM:

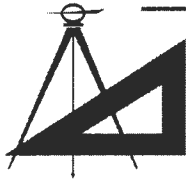
by 
County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management



MECO ENGINEERING COMPANY, INC.
ENGINEERS + SURVEYORS

3120 Palmyra Road – Hannibal, Missouri 63401
Ph. (573) 221-4048 – Fax (573) 221-4377

CHARGE OUT RATES
(Effective thru 12-31-2016)

Rates shown below are provided as a courtesy to our clients who may, from time to time, require our services on an hourly rate or time-and-materials basis.

PROFESSIONAL SERVICES

Senior Principal Engineer	\$162.00 per hour
Principal Engineer	\$140.00 per hour
Engineer Manager	\$132.00 per hour
Senior Engineer III	\$132.00 per hour
Senior Engineer II	\$126.00 per hour
Senior Engineer I	\$125.00 per hour
Engineer	\$112.00 per hour
Staff Engineer	\$ 92.00 per hour

CHARGE OUT RATES

TECHNICAL SERVICES

Technical Manager	\$110.00 per hour
Administrative Manager	\$ 72.00 per hour
Administrative Assistant	\$ 67.00 per hour
Marketing Coordinator	\$ 62.00 per hour
Senior Designer	\$ 96.00 per hour
Designer II	\$ 92.00 per hour
Designer I	\$ 86.00 per hour
Technician III	\$ 85.00 per hour
Technician II	\$ 82.00 per hour
Technician I	\$ 70.00 per hour
Inspector II	\$ 85.00 per hour
Inspector I	\$ 76.00 per hour
Field Man	\$ 55.00 per hour
Clerical	\$ 50.00 per hour
Land Surveyor II	\$ 120.00 per hour
Land Surveyor I	\$ 100.00 per hour
Land Surveyor	\$ 80.00 per hour
2 Man Survey Team	\$ 148.00 per hour
3 Man Survey Team	\$ 198.00 per hour

HOURLY RATES

REIMBURSABLE EXPENSES

Mileage (Subject to Change)	\$.65 per mile
GPS Survey Equipment	\$ 23.00 per hour
Per Diem	\$115.00 per day
Ultrasonic Testing (2 hour minimum)	\$ 86.00 per hour
Flow Meter	\$ 50.00 per day
Laths & Hubs	\$.95 each
Rebar	\$ 1.75 each
Post	\$ 6.00 each
Blackline 2'x3' Paper	\$ 9.50 each
Blackline 2'x3' Vellum	\$ 14.50 each
Blackline 2'x3' Mylar	\$ 21.00 each
Copies, Telephone, Postage, Miscellaneous	At Cost

Charges are payable within 10 days of Invoice for services performed. Charges not paid within 30 days of invoice shall be subject to a service charge of 1-1/2% per month on the unpaid balance, which is an annual interest rate of 19.58%.



**MECO Engineering
Company, Inc.**

*Instructions: Please place a check mark in the
Services Offered box next to those disciplines
provided by your firm*

Discipline	Services Offered
Architecture	
Bridge Design	✓
Civil Engineering	✓
Construction Management	✓
Electrical Engineering	✓
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	✓
Planning	✓
Structural Engineering	✓
Surveying	✓
Traffic	
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	✓
Forensic	
GIS	✓
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Marion)
)ss
State of MO)

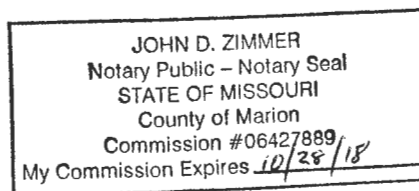
My name is Scott E. Vogler. I am an authorized agent of MECO Engineering
CO., Inc. (Consultant). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the
County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
lawfully present in the United States.

[Signature] 4/5/16
Affiant Date
Scott E. Vogler
Printed Name

Subscribed and sworn to before me this 5th day of January, 2016.

[Signature]
Notary Public



GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26th day of January, 2016, 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 Scroggs Architecture, P.C. (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2016 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2016. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **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:

2.1 **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

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9. **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.

10. **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 Resource Management 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.

11. **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.

12. **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.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **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.

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

SCROGGS ARCHITECTURE, P.C.

By Stuart Scroggs

Title President

Dated: 1/20/16

BOONE COUNTY, MISSOURI

By Samuel K. Wood

Presiding Commissioner

Dated: 1-26-16

APPROVED AS TO FORM:

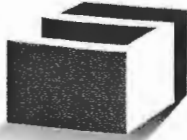
by: [Signature]
County Attorney

ATTEST:

Wendy S. Noren
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203
Phone: 573-442-5600 Fax: 573-442-5611
E-mail: sss@scroggsarchitecture.com

November 24, 2015

2016 HOURLY RATE LISTING & REIMBURSABLES

SCROGGS ARCHITECTURE P.C.:

Principal	\$ 125.00/hr.
Drafting Technician/Clerical	\$ 60.00/hr.
Clerical	\$ 30.00/hr.
Expert Testimony	\$ 200.00/hr.

REIMBURSABLE EXPENSES:

Printing of Large Format White Bond Copies @ \$2.50 each
Printing of Xerox Copies (8-1/2x11) @ \$0.15 each
Printing of Xerox Copies (11x17) @ \$0.25 each
Printing of Color Copies (8-1/2x11) @ \$1.25 each
Postage & Shipping - Actual Cost
Mileage Expense – current I.R.S. mileage rate or as agreed to



Scroggs Architecture, P.C.
Discipline List

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	<input checked="" type="checkbox"/>
Bridge Design	<input type="checkbox"/>
Civil Engineering	<input type="checkbox"/>
Construction Management	<input type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>
Geotechnical Engineering	<input type="checkbox"/>
Lab Testing	<input type="checkbox"/>
Mechanical Engineering	<input type="checkbox"/>
Planning	<input type="checkbox"/>
Structural Engineering	<input type="checkbox"/>
Surveying	<input type="checkbox"/>
Traffic	<input type="checkbox"/>
Transportation	<input type="checkbox"/>
Acoustical	<input type="checkbox"/>
Building Enclosure Consulting	<input type="checkbox"/>
Control System Integration	<input type="checkbox"/>
Design/Build	<input type="checkbox"/>
Environmental	<input type="checkbox"/>
Forensic	<input type="checkbox"/>
GIS	<input type="checkbox"/>
Industrial	<input type="checkbox"/>
Interior Design	<input type="checkbox"/>
Landscape Architecture	<input type="checkbox"/>
Natural Gas	<input type="checkbox"/>
Photogrammetry	<input type="checkbox"/>
Telecommunications	<input type="checkbox"/>
Water Resources	<input type="checkbox"/>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

26th

day of

January

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Mid-Missouri Peaceworks for March 16, 2016 from 6:00 p.m. to 9:30 p.m.

Done this 26th day of January, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: City Council Candidate Forum

Description of Use (ex. Speaker, meeting, reception): Forum w/candidates addressing environmental & climate conce

Date(s) of Use: March 16, 2016

Start Time of Setup: 6 p.m. AM/PM Start Time of Event: 6:30 p.m. AM/PM

End Time of Event: 9 p.m. AM/PM End Time of Cleanup: 9:30 p.m. AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building 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 of rooms as specified in this application.

Organization Representative/Title: Mark Haim/Director

Phone Number: 573-875-0539 Date of Application: 1/19/16

Email Address: mail@midmopeaceworks.org

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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
County Clerk

BOONE COUNTY, MISSOURI

Roger B. Wilson
County Commissioner

DATE: 1-26-16

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

26th

day of

January

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Cooperative Contract between the City of Columbia and Boone County, Missouri for Animal Control Services. The terms of this agreement are stipulated in the attached Agreement. It is further ordered the County Commissioners are hereby authorized to sign said Agreement.

Done this 26th day of January, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2016, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

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

1. The City agrees to provide the equivalent of two and one-third full-time (2.33 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.
2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1.
3. The City enters into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, veterinary care, and kennel facilities. Copies of any such future contracts between the City and the Humane Society or other provider for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.
4. Capital items previously purchased by the City to provide animal control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.
5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Public Health and Human Services Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two and one-third (2.33) full-time equivalent employees provided County under this agreement.

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

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2017, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually.

8. During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

9. This agreement shall be in full force and effect during calendar year 2016; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

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

THE CITY OF COLUMBIA, MISSOURI

BY: _____

Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

BOONE COUNTY, MISSOURI

BY: *Daniel K. Atwill*
Daniel K. Atwill, Presiding Commissioner

BY: *Karen M. Miller*
Karen M. Miller, District I Commissioner

BY: *Janet M. Thompson*
Janet M. Thompson, District II Commissioner

ATTEST:

Wendy S. Noren
Wendy Noren, County Clerk

APPROVED AS TO FORM:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

Certification:

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

Jane Pitchford by jg 01/20/2016
Boone County Auditor Date
1730-71900 \$235,117

SCHEDULE A

ANIMAL CONTROL

Personnel (2.33 FTE)	\$134,683
Materials and Supplies	\$8,605
Training and Schools	\$1,050
Intra-governmental	\$29,387
Charges	
Utilities, Services,	\$61,392
& Other Miscellaneous	

Total \$235,117

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

26th

day of

January

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the Cooperative Contract between the City of Columbia and Boone County, Missouri for Public Health Services. The terms of this agreement are stipulated in the attached Agreement. It is further ordered the County Commissioners are hereby authorized to sign said Agreement.

Done this 26th day of January, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
Karen M. Miller

District I Commissioner

Janet M. Thompson
Janet M. Thompson

District II Commissioner

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2016, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

WITNESSTH

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

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2016. Public Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

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

I.

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

II.

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

III.

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

IV.

For the agreed upon amount specified in Article X, the City agrees to provide periodic health screenings, immunizations, and other services in incorporated municipalities in Boone County.

V.

For the agreed upon amount specified in Article X, the City agrees to provide environmental public health services outside the City of Columbia. Services shall include, but not be limited to, enforcement of the Boone County Food Code and Nuisance Ordinance and investigation of environmental health hazards.

VI

For the agreed upon amount specified in Article X, the City agrees to enforce the Boone County onsite wastewater ordinance.

VII.

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

VIII.

For the agreed upon amount specified in Article X, the City will administer the dental assistance program to eligible indigent County residents for emergency care and/or relief of pain. This service includes medical supervision of dental infection.

IX.

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

X.

Agreed Upon Amounts		Program Cost ¹
Community Services	Dental 1410-86640 1410- Utility 86655	\$5,000 \$7,000
Public Health Services: Administration, Clinic & Nursing, Environmental Health, Social Services, WIC	1410-86680	\$1,094,751
On-Site Sewage ¹	1740-86606	\$104,012
TOTAL		\$1,210,763

¹On-Site sewage revenues are deposited directly with Boone County.

XI.

The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2017, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually

XII.

During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

