

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 22nd day of January 20 19

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 Resource Management to add funds for the cooperative Hinkson Creek Project with the City of Columbia and the University of Missouri.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1725	71100	Stormwater Administration	Outside Services		33,000
					33,000

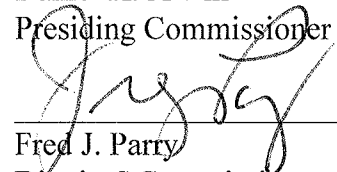
Done this 22nd day of January, 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

RECEIVED

JAN - 4 2019

BOONE COUNTY AUDITOR

1/3/19  
**EFFECTIVE DATE**

**FOR AUDITORS USE**

(Use whole \$ amounts)  
Transfer From    Transfer To  
Decrease        Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1725	71100	Stormwater Administration	Outside Services		33,000
				-	<b>33,000</b>

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

Single year cooperative project with the City of Columbia & University of Missouri split as outlined by the CAM cooperative agreement for Hinkson Creek. Project is data mining of past results to direct future efforts. *HINKSON CREEK CAM PROJECT*

**Requesting Official**

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments:

**Auditor's Office**  
**PRESIDING COMMISSIONER**

**DISTRICT COMMISSIONER**

*AGENDA*  
  
**DISTRICT II COMMISSIONER**

**BUDGET AMENDMENT PROCEDURES**

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

## **INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR THE HINKSON CREEK AQUATIC MACROINVERTEBRATE DATA MINING PROJECT**

The parties hereto are the City of Columbia, Missouri, a Constitutional charter city of the State of Missouri (the "City"), the County of Boone, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission (the "County"), and The Curators of the University of Missouri (the "University") and those parties enter this Performance Acknowledgement (Acknowledgement) this \_\_\_\_ day of \_\_\_\_\_, 2019, by stating as follows:

Whereas, the parties entered an Intergovernmental Cooperation Agreement, attached hereto as Exhibit A, on April 2, 2013; and,

Whereas, in that Agreement the parties acknowledged their mutual obligations in certain projects initiated under a Collaborative Adaptive Management (CAM) process emanating from a Municipal Separate Storm Sewer System (MS4) permit issued by the Missouri Department of Natural Resources; and,

Whereas, the parties now wish to agree to the scope and details and costs of a study project known as the "Hinkson Creek Aquatic Macroinvertebrate Data Mining Project".

Whereas, the County will issue the Request for Statement of Qualifications (RSQ) and enter into the contract with the successful consultant performing the project.

Whereas, the City and the University will provide meaningful input on the selection of the consultant and general oversight of the project.

Whereas, the County will provide the City and the University access to all data and deliverables received from the consultant.

NOW, THEREFORE, in consideration of the mutual covenants in this Acknowledgement, the parties agree as follows:

1. The parties agree to the scope and details of the project known as the "Hinkson Creek Aquatic Macroinvertebrate Data Mining Project" as described in the attached Exhibit B. This project has a total not to exceed amount of \$99,000.00, with each of the parties' total proportionate one-third costs not to exceed \$33,000.00. The proportionate payments shall be subject to the appropriations of each of the parties. Subject to appropriation, the City Finance Director will have the authority to make payment on behalf of the City to the County, after receiving an invoice for the proper amounts as set forth herein. Subject to appropriations, the University and County shall take whatever

individual actions they deem appropriate to make payment for the proper amounts as set forth herein.

2. No party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other parties.
3. This Agreement is for the sole benefit of the parties, and nothing in this Agreement is intended to confer any rights or remedies on any third party.
4. Nothing in this Agreement will be deemed or construed by the parties, nor by any other entity or person, as creating any principal and agent relationship, or partnership, or joint venture, between the parties.
5. This Agreement will be governed by the laws of the State of Missouri, and any action relating to this Agreement will be brought in the Circuit Court of Boone County, Missouri.
6. The covenants, agreements, and obligations in this Agreement will extend to, bind, and inure to the benefit of the parties and their respective successors and approved assigns.
7. Each person signing this Agreement on behalf of any of the parties represents that he or she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken and done.
8. The parties state that this Agreement, together with its attached Addenda A through B, contains the entire agreement between the parties, and there are no other oral, written, express, or implied promises, agreements, representations, or inducements not specified herein.

IN WITNESS WHEREOF the parties hereto have caused this Acknowledgement to be executed by their duly-authorized officers on day and year indicated by their signature below.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By:

\_\_\_\_\_

Name

\_\_\_\_\_

Date

**CITY OF COLUMBIA, MISSOURI**

By:

\_\_\_\_\_  
John Glascock, Deputy City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, that is, account \_\_\_\_\_ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

\_\_\_\_\_  
Janet Frazier, Acting Director of Finance

**BOONE COUNTY, MISSOURI**

By:

\_\_\_\_\_  
Dan Atwill, Presiding Commissioner

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Taylor Burks, County Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
C.J. Dykhouse, County Counselor

**Boone County Auditor Certification:**

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

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Date





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 2nd day of April 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Intergovernmental Cooperation Agreement between the County of Boone, the City of Columbia and The Curators of the University of Missouri as it relates to the collaborative adaptive management implementation process for Hinson Creek.

The terms of this Cooperative Contract are stipulated in the attached Intergovernmental Cooperation Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Intergovernmental Cooperation Agreement.

Done this 2nd day of April, 2013.

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

## INTERGOVERNMENTAL COOPERATION AGREEMENT

This intergovernmental cooperation agreement (the "Agreement") is entered into on this 2<sup>nd</sup> day of APRIL, 2013, by and between the City of Columbia, Missouri, a Constitutional charter city of the State of Missouri (hereinafter referred to as the "City"), and the County of Boone in the State of Missouri (hereinafter referred to as "County"), and The Curators of the University of Missouri (hereinafter referred to as "University"); and may collectively be referred to as the "Parties."

WHEREAS, a Total Maximum Daily Load (TMDL) for Hinkson Creek was issued by the Federal Environmental Protection Agency (EPA) in 2011; and

WHEREAS, the City, County, and University are partners in a Municipal Separate Storm Sewer System (MS4) permit issued by the Missouri Department of Natural Resources, which is affected by the TMDL; and

WHEREAS, the City, County, and University entered into an agreement with the EPA and the Missouri Department of Natural Resources (DNR) to address the TMDL with a Collaborative Adaptive Management (CAM) process; and

WHEREAS, the City, County, and University wish to enter into an agreement with regard to how the Parties will contribute to projects that are initiated in the CAM process to address the TMDL.

NOW, THEREFORE, the parties agree as follows:

- 1 **TYPES OF PROJECTS.** The Parties will contribute to projects which are initiated in the CAM process to address the TMDL for research, study, or monitoring-type projects and for construction projects.

\* For research, study, or monitoring-type projects, the three entities will each be responsible for one-third of the project cost. The University shall coordinate research, study, or monitoring-type projects on behalf of the parties. Before any research, study, or monitoring-type project is started, the Parties shall agree in writing regarding the scope and details of the project, including a not-to-exceed amount for each project.

For construction projects, each entity will exercise discretion and control over projects and be responsible for the costs of projects conducted on its own property unless otherwise agreed between the parties in writing.

2. **APPROPRIATIONS.** All types of projects shall be subject to the appropriations of the Parties who shall pay for the projects. Subject to these appropriations, the Parties shall each delegate in writing a person who shall be responsible for implementing this agreement and any associated documents or contracts to give this agreement effect.



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COL CITY

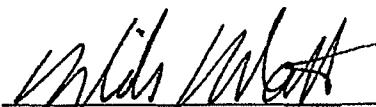
CAM PROJ HINKSON CREEK

3. **TERM.** The effective date of this Agreement is the date the last party executes the Agreement and provides original executed documents to the other Parties. Any of the Parties may terminate this Agreement at any time by providing the other Parties written notice of their intent to terminate at least thirty (30) days in advance of the intended termination date
4. **ASSIGNMENT.** None of the Parties may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other Parties.
5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of the City, County and University. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
6. **ENTIRE AGREEMENT.** The Parties state that this Agreement contains the entire agreement between the Parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
7. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.


[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have been duly authorized to execute this Agreement as of the day and year first above written.

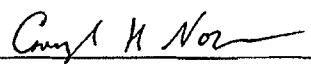
**CITY OF COLUMBIA, MISSOURI**

By:   
Mike Matthes, City Manager

ATTEST:

  
Sheela Amin, City Clerk

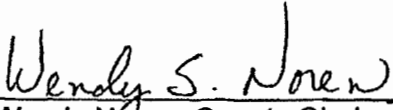
APPROVED AS TO FORM:

  
~~Fred Boeckmann, City Counselor~~  
Cavanaugh Noel


BOONE COUNTY, MISSOURI

By:   
Dan Atwill, Presiding Commissioner

ATTEST:

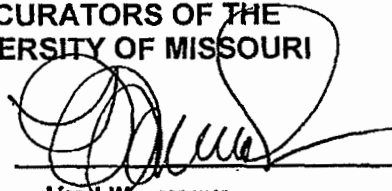
  
Wendy Noren, County Clerk *ny*

APPROVED AS TO FORM:

  
C.J. Dykhouse, County Attorney

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

By:



Lisa J. Wimmenauer  
Assoc. Director, Business Services

ATTEST:

~~Approved By~~

MAR 05 2013

PJH  
General Counsel via EMAIL

021646  
Permanent Record  
Filed in Clerk's Office

Introduced by McDavid

First Reading 3-18-13

Second Reading 4-1-13

Ordinance No. 021646

Council Bill No. B 78-13

**AN ORDINANCE**

authorizing an intergovernmental cooperation agreement with Boone County, Missouri, and The Curators of the University of Missouri as it relates to the collaborative adaptive management implementation (CAM) process to address the total maximum daily load (TMDL) for Hinkson Creek; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute an intergovernmental cooperation agreement with Boone County, Missouri, and The Curators of the University of Missouri as it relates to the collaborative adaptive management implementation (CAM) process to address the total maximum daily load (TMDL) for Hinkson Creek. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 1st day of April, 2013.

ATTEST:

[Signature]  
City Clerk

[Signature]  
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]  
City Counselor





Exhibit B  
Scope and Details of the Project Known as the  
“Hinkson Creek Aquatic Macroinvertebrate Data Mining Project”

**1. Background:**

- 1.1 Study site: The macroinvertebrate data to be analyzed during this project were collected from Hinkson Creek, located in Boone County, Missouri. Hinkson Creek Watershed is a mixed-land-use watershed with rural (primarily agricultural) and urban (through the City of Columbia) reaches. In 1998, the Missouri Department of Natural Resources (MDNR) placed Hinkson Creek on the Clean Water Act Section 303(d) list of impaired waters for failure to fully support aquatic life. The source of the impairment was listed as “urban nonpoint lagoon runoff.” Both water body identification numbers for Hinkson Creek (MO\_1007 and MO\_1008) were included in the listing. The cause of impairment to macroinvertebrate communities was listed as “unspecified” pollutants (USEPA 2011). Subsequent bioassessment studies, water quality analyses and follow-up studies were unable to determine a specific cause of impairment (MDNR 2003, 2006, and others).
- 1.2 Macroinvertebrate sampling protocol (language taken directly from reference MDNR 2006): The biological assessment monitoring was conducted according to the MDNR Semi-Quantitative Macroinvertebrate Stream Bioassessment Project Procedure (SMSBPP: MDNR 2003)<sup>1</sup>. In summary, macroinvertebrates were collected using a multi-habitat sampling method. The sampling was conducted in a stream reach approximately twenty times the average width of the stream and encompassed two riffle sequences or two meander sequences. Hinkson Creek is considered a “riffle / pool” predominant stream and, therefore, macroinvertebrate samples were collected from three predominant habitats: flowing water over coarse substrate (e.g., riffle); non-flowing water over depositional substrate (e.g., pool); and root-mat substrate. Each macroinvertebrate sample was a composite of six subsamples within each habitat. The sampling periods occurred during periods of stable base flow before peak aquatic insect emergence times. In general, macroinvertebrate sampling occurs in the spring from mid-March through mid-April and in the fall from mid-September through mid-October.
- 1.3 Biological assessment methods (language based on MDNR (2006) but with updated biological criteria tables for both MDNR sample seasons): Macroinvertebrate identifications were made to the lowest possible taxonomic level (usually genus or species) and according to MDNR-FSS-209 *Taxonomic levels for Macroinvertebrate*

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<sup>1</sup> The SMSBPP was revised in 2012 and undergoes review every three years per MDNR policy. The most recent project procedure is available at <https://dnr.mo.gov/env/esp/SOP/Semi-quantMacroStreamBioassessmentProjectProcedure.pdf>

*Identifications* (MDNR 2005b)<sup>2</sup>. The macroinvertebrates from each habitat were evaluated using the following metrics:

- a) Taxa Richness (TR):  
Reflects the health of the community through a measurement of the number of taxa present. In general, the total number of taxa increases with improving water quality, habitat diversity, and habitat suitability. Taxa Richness is calculated by counting all taxa from the subsampling effort.
- b) Ephemeroptera/Plecoptera/Trichoptera Taxa (EPT Taxa):  
Is the total number of distinct taxa within the orders Ephemeroptera, Plecoptera, and Trichoptera. This value summarizes taxa richness within the insect taxonomic orders that are generally considered to be pollution sensitive. The EPT Taxa index generally increases with higher water quality.
- c) Biotic Index (BI):  
Developed as a means to detect organic pollution. Tolerance values for each taxon range from 1 to 10, with higher values indicating increased tolerance.
- d) Shannon Diversity Index (SDI):  
Is a measure of community composition that takes into account both richness and evenness. It assumed that a more diverse community is a more healthy community. Diversity increases as the number of taxa increases and as the distribution of individuals among those taxa is more evenly distributed.

1.4 The above four metrics were aggregated into a single value presented as the Stream Condition Index (SCI). The SCI is calculated according to SMSBPP (MDNR 2003c) for each season and year and is based upon data collected from reference streams with the same EDU as the study stream. The SCI scores were divided into three categories. Study reaches that scored from 16-20 were considered fully biologically supporting, scores from 10-14 were considered partially biologically supporting, and scores of 4-9 were considered non-biologically supporting of aquatic life.

1.5 The study stream was then evaluated by calculating the metrics, scoring them using the scale determined in the SCI, and totaling the scores into a single value. The study stream is then ranked for aquatic life sustainability using the following criteria for Warm Water Reference Streams in the Ozark/Moreau/Loutre Ecological Drainage Unit:

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<sup>2</sup> The *Taxonomic Levels for Macroinvertebrate Identifications* Standard Operating Procedure is updated every three years per MDNR policy to reflect changes in taxonomy and new taxa records for the State of Missouri. The most recent 2016 version can be found at <https://dnr.mo.gov/env/esp/SOP/MDNR-ESP-209.pdf>.

**Table 1. Spring Biological Criteria Threshold Values for the Ozark/Moreau/Loutre Ecological Drainage Unit**

	Score =5	Score =3	Score =1
TR	>71	71-35	<35
EPT Taxa	>17	17-9	<9
BI	<6.4	6.4-8.2	>8.2
SDI	>2.80	2.80-1.40	<1.40

**Table 2. Fall Biological Criteria Threshold Values for the Ozark/Moreau/Loutre Ecological Drainage Unit**

	Score =5	Score =3	Score =1
TR	>73	73-37	<37
EPT Taxa	>15	15-7	<7
BI	<6.8	6.8-8.4	>8.4
SDI	>3.18	3.18-1.59	<1.59

**2. Scope of Work**

- 2.1 General Requirements: The contractor shall assist the Hinkson Creek Collaborative Adaptive Management process (CAM) in the computation and interpretation of aquatic macroinvertebrate community-level indicators using the existing Missouri Department of Natural Resources (MDNR) data sets available for stream sites in the Hinkson Creek watershed (2001-2017). The data may be found on the MDNR website: [https://dnr.mo.gov/mocwis\\_public/wqa/waterbodySearch.do](https://dnr.mo.gov/mocwis_public/wqa/waterbodySearch.do), water body IDs 1007.00 and 1008.00, Hinkson Cr., Boone County.
- 2.2 The objective of these analyses and interpretation shall be to diagnose stressors causing aquatic life impairment in Hinkson Creek. Indicator metric values will be calculated and analyzed to compare stream sites and summarize trends over time.
- 2.3 All analysis and reporting shall be completed and submitted in final written form to the Boone County Resource Management Department no later than within one (1) year of the contract award date. The contract award date shall be determined after the pre-

qualification process and after the County's acceptance of project pricing. Project pricing shall be negotiated between the pre-qualified vendor and the County subsequent to pre-qualification.

2.4 The contractor shall understand and agree that all data collected as part of the study shall adhere to the data management plan prepared by the County, signed by the contractor, and incorporated into the contract. The contractor shall understand and agree that all data and analysis shall be considered public information.

2.5 The contractor must provide numerical values for macroinvertebrate community metrics and synthesis of diagnostic indicators to aid in the evaluation of causes for aquatic life impairment, as specified below:

2.6 Specific Task Requirements:

The contractor shall provide the following services to include but not necessarily be limited to:

- 1) Calculation of numerical values for indicator metrics at all stream sites (11 sites total) and for all time periods for the raw macroinvertebrate community data that are currently available.
  - a. Classify macroinvertebrate taxa and assign pollution tolerance values as needed for calculation of indicator metrics, including organic nutrient enrichment, deposited sediment, hydrologic stressors, trait states, and any other tolerance values available in the literature.
- 2) Determination of indicator macroinvertebrate species and site comparisons based on taxonomic presence/absence.
  - a. Analyses of existing spreadsheets using appropriate software for determining presence / absence of individual macroinvertebrate taxa among sites and between site categories (rural v. urban, Hinkson v. reference sites, etc.).
  - b. Compare presence / absence of indicator species among Hinkson Creek sites, between Hinkson and other reference sites, and trends over time.
- 3) Interpretation of resulting macroinvertebrate indicator data as follows:
  - a. Summary statistics, including statistical comparisons among sites and groups of sites (urban v. rural, Hinkson v. reference, etc.), while using appropriate scaling and data transformations where necessary
  - b. Correlation analysis between indicator metric values and environmental variables that are available for the sites from previous work (water quality parameters, habitat quality scores, hydrological variables such as flow metrics, etc.)

- c. Analysis of trends in indicator metric values over time for individual sites, groups of sites (rural v. urban, Hinkson v. reference)
  - d. Analysis of site differences and trends for stressor-specific metrics, such as those for deposited sediment tolerance, hydrologic alteration, nutrient loading, etc.
  - e. Analyses to determine “best” indicator metrics for stressor identification and assemblage of multi-metric indices for diagnosing causes for aquatic life impairment in Hinkson Creek
- 4) Develop assessment tools to aid the CAM process in further monitoring and evaluation of aquatic life in Hinkson Creek, as well as to provide materials for outreach and education, including but not limited to the following:
- a. Develop a database that includes quick public access to metric values, results of statistical comparisons, and evidence of stressor identification and aquatic life diagnosis
  - b. Identify aquatic life thresholds and risks for specific stressors where appropriate
  - c. Recommend specific management alternatives for enhancing, maintaining, and preserving the integrity of aquatic macroinvertebrate communities in Hinkson Creek

## 2.7 Project Work Product and Deliverables:

As a result of the contractor’s analysis, the contractor shall provide at minimum each of the following work products to the County:

- 1) A schedule of project milestones at the outset of the project;
- 2) Monthly progress/project status meetings in person or remotely, via Skype or alternative remote methods. The contractor may report progress more frequently than monthly as needed;
- 3) Development of a database (see paragraph 2.6.1(4)(a) above) immediately after the metrics have been run. Data shall be made available in accordance with the prescribed data management plan. The database shall be made available to the public via a link to the [www.helpthehinkson.org](http://www.helpthehinkson.org) website;
- 4) Provision of an interim presentation to the CAM Stakeholder Committee, Action Team, and Science Team via a single presentation on-site in Columbia, Missouri;
- 5) Finalization of the database and interpretation thereof;
- 6) Final report/presentation to the CAM Stakeholder Committee, Action Team, and Science Team via a single presentation on-site in Columbia, Missouri.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

January

20 19

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, Brian D. Neuner, 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 2, 2019 election.

It is further ordered the Boone County Commissioners are hereby authorized to sign the commission for Brian D. Neuner to serve as a Hospital Trustee of Boone County for a five-year term.

Done this 22nd day of January, 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner



**BRIANNA L. LENNON**  
**BOONE COUNTY CLERK**  
801 E. WALNUT ST, ROOM 236  
COLUMBIA, MISSOURI 65201  
TELEPHONE (573) 886-4295  
FAX (573) 886-4300

January 22, 2019

I, Brianna L. Lennon, 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 15, 2019 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, Brian D. Neuner, 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 2, 2019 election.

Given under my hand and seal this 22nd day of January, 2019.

A handwritten signature in black ink, appearing to read "B. Lennon", is written over a horizontal line.

Brianna L. Lennon  
Boone County Clerk

(seal)



DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }  
County of Boone } ss.

Boone Hospital Center Trustee  
5 year term

To Brianna L. Lennon, Boone County Clerk

Date 01-03-2019

I, BRIAN D. NEUNER a resident and registered voter of the County of Boone and the state of Missouri, residing at 7651 EAST HIGHWAY WW, COLUMBIA, MO 65201

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal election to be held on the 2nd day of April, 2019.

- 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.

Brian D. Neuner  
Signature of Candidate

NOTICE  
Type or print your name exactly as you desire it printed on the ballot.  
Name BRIAN D. NEUNER  
Address 7651 EAST HIGHWAY WW  
Mailing COLUMBIA, MO 65201  
Address (if different)  
Telephone # 573-864-3480  
(optional)

Random #: \_\_\_\_\_

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.

Brian D. Neuner  
Signature of Candidate

Subscribed and sworn to before me this 3 day of Jan, 2019.

Jamara Luna  
Signature of election official or other officer authorized to administer oaths

Date Filed: 1/3/19 Time Filed: 8:50 AM Deputy Initials: TL

**CANDIDATE FILING INSTRUCTIONS – FILING OPENS AT 8:00 A.M.**

1. Candidate provides copy of **notarized Affidavit of Tax Payments** (Form 5120) previously filed with the Department of Revenue. We cannot accept Statement of Candidacy without a copy of this filed affidavit. Notaries in Office can notarize this statement, but candidate must then leave and send affidavit to Dept. of Revenue. They can then return with a copy of affidavit before filing for office.  
**Block out the candidate's SS #**
2. Candidate provides identification (Voter ID card, Missouri driver's license, birth certificate, other form of certified or photo ID).
3. Candidate selects a yellow slip from the random drawing pool.  
This is for the first day of filing only.
4. Deputy writes the random number selected on the Declaration of Candidacy.  
This is for the first day of filing only.
5. Candidate signs pre-numbered label that is the random number used to determine order on the election ballot. Order will be based on the lowest (first on the ballot) to highest number selected for that office.  
This is for the first day of filing only.
6. Deputy staples the signed random number drawn to the original Declaration of Candidacy.  
This is for the first day of filing only.
7. Candidate fills out Declaration of Candidacy.
8. Deputy completes the subscribed and sworn portion of the Declaration of Candidacy and affixes the seal to front of the Declaration of Candidacy. Puts the date and time filed and initials.
9. Candidate completes "Notice to Candidate" form and give candidate the Guide to Ethics Laws 2019.
10. Deputy makes a copy of the Declaration of Candidacy and Notice to Candidate.
11. Candidate receives copies of the following:
  - Declaration of Candidacy and Notice to Candidate
  - Candidate receives "Did You Know?" packet from Ethics Commission
  - Candidate receives copy of Campaign Finance Reporting Dates for April 2nd election
  - Candidate receives copy of Election Calendar for April 2nd election
  - Candidate receives Personal Finance Disclosure Form that must be filed with Ethics Commission and the Reporting Schedule for that form
  - Campaign Finance Committee Registration Packet and Guide to Ethics Laws 2019
12. Declaration of Candidacy and Notice to Candidate are placed in the folder for that office.
13. The Name of the Candidate, the date and time filed and the random number are written on the front of the folder for that office.
14. Department of Revenue Tax Affidavit is placed in Tax Affidavit Folder.



Missouri Department of Revenue  
**Candidate's Affidavit of Tax Payments  
 and Bonding Requirements**

<b>Candidate Information</b>	First Name	Middle Name	Last Name	
	BRIAN	D	NEUNER	
	Social Security Number	County of Residence	Telephone Number*	
		BOONE	(573) 864-3480	
	Street Address*	City	State	Zip Code
7651 EAST HWY. WW	COLUMBIA	MO	65201	
Elected Office Candidate is Seeking	E-mail Address			
BOONE HOSPITAL TRUSTEE	BNEUNER@MACHENS.COM			

\* Please update the Department should any information change

<b>Signature</b>	Declaration under <b>115.306, RSMo</b> : I hereby declare under penalties of perjury that I am not currently aware of any delinquency in the filing or payment of any state income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on my declaration of candidacy, or that I am not a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute. I declare under penalties of perjury that I am not aware of any information that would prohibit me from fulfilling any bonding requirements for the office for which I am filing.	
	Signature	Date (MM/DD/YYYY)
	<i>Brian Neuner</i>	01.03.2019

<b>Notary Information</b>	Embossed or black ink rubber stamp seal	Subscribed and sworn before me, this		
	JULIE M CROUCH Notary Public - Notary Seal State of Missouri County of Boone My Commission Expires: Sept. 16, 2021 Commission # 13868963	3rd day of JANUARY year 2019		
		State	County (or City of St. Louis)	My Commission Expires (MM/DD/YYYY)
		MO	Boone	09.16.2021
	Notary Public Signature			
	<i>Julie M. Crouch</i>			
	Notary Public Name (Typed or Printed)			
	JULIE M. CROUCH			

Please review 115.306, RSMo. A failure to comply may disqualify you from the ballot. Upon request by the Department of Revenue, the candidate shall provide a copy of tax receipts for the candidate's personal property, municipal, and real property taxes, and any other information necessary to demonstrate compliance with 115.306, RSMo.

# Notice to Candidate

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

### Part One: Candidate Information

Candidate's Name: BRIAN D. NEUWER Political Subdivision: Boone County  
Office Sought: Hospital Trustee Date of Election: April 2, 2019

### 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 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 January 29, 2019 (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 February 5, 2019 (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, BRIAN D. NEUWER hereby acknowledge that I have received:  
(Print name)

B.N. Notice to Candidate, (written notice of candidate's obligation to file a PFD/Financial Interest Statement, including the  
(initial) consequences for failure to file on time); and

B.N. Guide to Ethics Law – A Plain English Summary, (regarding laws governing candidates for election to office in  
(initial) 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.

Brian D. Neuwer  
Signature of Candidate

\_\_\_\_\_  
Candidate's Email Address (Optional)

Summa Sumner  
Signature of Election Official (Witness)

1/3/19.  
Date

08/2017

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

January

20 19

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 2, 2019 election.

It is further ordered the Boone County Commissioners are 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 22nd day of January, 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner



**BRIANNA L. LENNON**  
**BOONE COUNTY CLERK**  
801 E. WALNUT ST, ROOM 236  
COLUMBIA, MISSOURI 65201  
TELEPHONE (573) 886-4295  
FAX (573) 886-4300

January 22, 2019

I, Brianna L. Lennon, 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 15, 2019 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 2, 2019 election.

Given under my hand and seal this 22nd day of January, 2019.

Brianna L. Lennon  
Boone County Clerk

(seal)

DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }
County of Boone } ss.

To Taylor W. Burks, Boone County Clerk

Date 12-17-18

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

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 2nd day of April, 2019.

-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 Marc Spickert
Address 20301 N Drew Rd
Mailing Address (if different)
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 17th day of December, 2018.

TARA STRAIN
Notary Public - Notary Seal
State of Missouri
County of Boone

Tara Strain
Signature of election official or other officer authorized to administer oaths

My Commission Expires: August 26, 2021
Commission # 13519494

Date Filed: 12/17/18

Time Filed: 4:48

Deputy Initials: JS

# Notice to Candidate

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

RECEIVED

DEC 26 2018

## Part One: Candidate Information

Candidate's Name: Marc Spickart Political Subdivision: Centralia Special Road District  
Office Sought: Commissioner Date of Election: April 2, 2019

## 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 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 Spickart hereby acknowledge that I have received:  
(Print name)

MS Notice to Candidate, (written notice of candidate's obligation to file a PFD/Financial Interest Statement, including the  
(initial) consequences for failure to file on time); and

MS Guide to Ethics Law - A Plain English Summary, (regarding laws governing candidates for election to office in  
(initial) 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 Spickart  
Signature of Candidate

Candidate's Email Address (Optional)

Joan Stein  
Signature of Election Official (Witness)

12/17/18  
Date





Missouri Department of Revenue  
**Candidate's Affidavit of Tax Payments  
 and Bonding Requirements**

<b>Candidate Information</b>	First Name <i>Mark</i>		Middle Name <i>Girard</i>		Last Name <i>Spickert</i>	
	Social Security Number		County of Residence <i>Boone</i>		Telephone Number* <i>(573) 982-9088</i>	
	Street Address* <i>20301 N Drew Rd</i>		City <i>Centralia</i>		State <i>MO</i>	Zip Code
	Elected Office Candidate is Seeking <i>Centralia Special Road District Commissioner</i>			E-mail Address <i>myspick@yahoo.com</i>		

\* Please update the Department should any information change

<b>Signature</b>	Declaration under <b>115.306, RSMo</b> : I hereby declare under penalties of perjury that I am not currently aware of any delinquency in the filing or payment of any state income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on my declaration of candidacy, or that I am not a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute. I declare under penalties of perjury that I am not aware of any information that would prohibit me from fulfilling any bonding requirements for the office for which I am filing.	
	Signature <i>Mark Spickert</i>	Date (MM/DD/YYYY) <i>12/17/2018</i>

<b>Notary Information</b>	Embosser or black ink rubber stamp seal  TARA STRAIN Notary Public - Notary Seal State of Missouri County of Boone My Commission Expires: August 26, 2021 Commission # 13519494	Subscribed and sworn before me, this <i>17<sup>th</sup></i> day of <i>December</i> year <i>2018</i>		
		State <i>MO</i>	County (or City of St. Louis) <i>Boone</i>	My Commission Expires (MM/DD/YYYY) <i>08/26/2021</i>
		Notary Public Signature <i>Tara Strain</i>		
		Notary Public Name (Typed or Printed) <i>Tara Strain</i>		

Please review 115.306, RSMo. A failure to comply may disqualify you from the ballot. Upon request by the Department of Revenue, the candidate shall provide a copy of tax receipts for the candidate's personal property, municipal, and real property taxes, and any other information necessary to demonstrate compliance with 115.306, RSMo.

**Mail to:** Missouri Department of Revenue  
 General Counsel's Office  
 P.O. Box 475  
 Jefferson City, MO 65105

**Phone:** (573) 751-4450  
**TTY:** (800) 735-2966  
**Fax:** (573) 751-7151

Visit <http://dor.mo.gov/personal/candidates/>  
 for additional information.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

January

20 19

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 Contract Amendment Number One to 17-29APR16 – Short Term Lease of Real Property – Central Missouri Events Center.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 22nd day of January, 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
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, CPPB, CPPO  
DATE: October 30, 2018  
RE: Amendment Number One – 17-29APR16 – Short Term Lease of Real Property – Central Missouri Events Center

Contract *17-29APR16 – Short Term Lease of Real Property* was approved by commission for award to Veterans United Home Loans on August 9, 2016, commission order 372-2016. This amendment extends the contract through December 31, 2019.

Revenue will continue to be deposited into department 1190 – Non-Departmental, account 3822 – Other Lease Revenue.

cc: Contract File

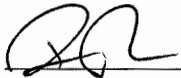
**CONTRACT AGREEMENT NUMBER ONE  
FACILITY USAGE AGREEMENT  
SHORT-TERM LEASE OF REAL PROPERTY – CENTRAL MISSOURI EVENTS CENTER**

The Agreement 17-29APR16 dated August 9, 2018 made by and between Boone County, Missouri and **Mortgage Research Center, LLC, d/b/a Veterans United Home Loans** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

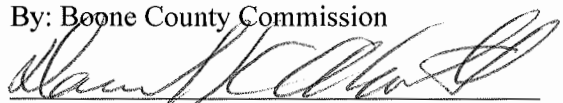
1. Extend the agreement for the period August 1, 2019 through December 31, 2019.
2. Facility rental is \$31,273.23 for the period August 1, 2018 through July 31, 2019. Facility rental for the period August 1, 2019 through December 31, 2019 shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. This annual rent shall be divided by 12 for a monthly rental amount for this anticipated 5-month extension, which VU will pay in one lump sum no later than September 1, 2019.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

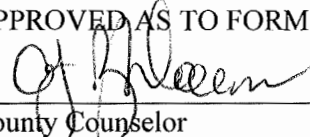
**MORTGAGE RESEARCH CENTER, LLC  
D/B/A VETERANS UNITED HOME LOANS**

By:   
Title: Managing Member

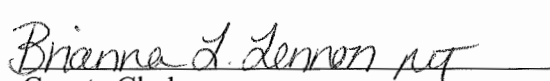
**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
County Clerk

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

 by jj 01/11/2019  
Signature Date

Revenue to: 1190-3822

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

January

20 19

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorizes the Presiding Commissioner to sign it:

- Liberty West Estates Plat 1. S16-T46N-R12W. A-2. Carl L. Henry Trust, owner. Kevin M. Schweikert, surveyor.

Done this 22nd day of January, 2019.

ATTEST:

*Brianna L. Lennon*  
 Brianna L. Lennon  
 Clerk of the County Commission

*Daniel K. Atwill*  
 Daniel K. Atwill  
 Presiding Commissioner

*Fred J. Parry*  
 Fred J. Parry  
 District I Commissioner

*Janet M. Thompson*  
 Janet M. Thompson  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 22nd day of January 20 19  
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 2019 Annual Consultant Service Agreements for Professional Services with the following:

Anderson Engineering, Inc  
Great River Engineering  
Howe Company, LLC

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

Done this 22nd day of January, 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 2<sup>nd</sup> day of JANUARY, 2019, 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 Anderson Engineering Inc (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2019 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2019. 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.

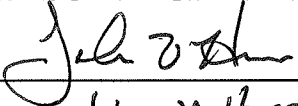
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

ANDERSON ENGINEERING INC

By   
John V. Huss

Title Vice President

Dated: 1/10/2019

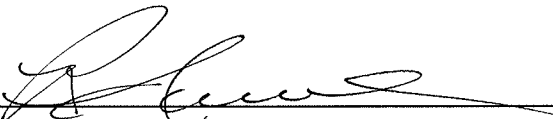
BOONE COUNTY, MISSOURI

By 

Presiding Commissioner

Dated: 1-22-19

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management

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

County of Jasper )  
 )ss  
State of Missouri )

My name is Neil Brady. I am an authorized agent of Anderson Engineering (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.

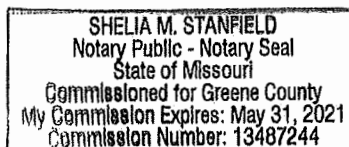
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

[Signature] 12/17/18  
Affiant Date

Neil Brady  
Printed Name

Subscribed and sworn to before me this 17 day of December, 2018.

[Signature]  
Notary Public





**Anderson Engineering Inc**

**2019 Discipline List**

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

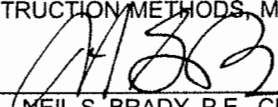
<b>Discipline</b>	<b>Services Offered</b>
Architecture	
Bridge Design	✓
Civil Engineering	✓
Construction Management	
Electrical Engineering	
Geotechnical Engineering	✓
Lab Testing	✓
Mechanical Engineering	
Planning	
Structural Engineering	✓
Surveying	✓
Traffic	
Transportation	
Acoustical	
Building Enclosure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

Reviewed by: dm

## FEE SCHEDULE

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: \_\_\_\_\_

  
NEIL S. BRADY, P.E., CEO

EFFECTIVE: 01/01/2019 thru 12/31/2019

**PERSONNEL (HOURLY RATES):**

PRINCIPAL	\$200.00	ONE MAN SURVEY CREW	\$114.00
PROGRAM MANAGER	\$180.00	TWO MAN SURVEY CREW	\$145.00
PROJECT MANAGER	\$162.50	THREE MAN SURVEY CREW	\$192.50
PROJECT ENGINEER	\$145.00	FOUR MAN SURVEY CREW	\$240.00
ASSOCIATE ENGINEER	\$122.00	LANDSCAPE ARCHITECT	\$112.00
DESIGN ENGINEER	\$97.50	GIS DIRECTOR	\$150.00
PROJECT DESIGNER	\$128.50	GIS MANAGER	\$112.00
SENIOR DESIGNER	\$115.00	GIS ANALYST	\$98.50
DESIGNER III	\$104.00	GIS SPECIALIST	\$85.00
DESIGNER II	\$93.50	GIS TECHNICIAN	\$78.50
DESIGNER	\$84.00	IBC FIRESTOP INSPECTOR	\$94.50
PROJECT COORDINATOR	\$92.50	DRILLING COORDINATOR	\$128.50
SURVEY MANAGER	\$154.00	PROJECT REPRESENTATIVE III	\$97.00
PROJECT SURVEYOR	\$113.00	PROJECT REPRESENTATIVE II	\$82.00
ASSOCIATE SURVEYOR	\$101.50	PROJECT REPRESENTATIVE I	\$70.00
TECHNICIAN IV – SURVEY/LAB SPECIALIST	\$97.00	STRUCTURAL STEEL INSPECTOR	\$74.00
TECHNICIAN III – SURVEY/SENIOR LAB	\$79.00	AWS CERTIFIED WELD INSPECTOR	\$74.00
TECHNICIAN IIs – SURVEY	\$66.00	ASNT TC-1A ULTRASONIC, MAG	
TECHNICIAN II – LAB	\$57.00	PARTICLE & DYE TESTING - LEVEL II	\$91.50
TECHNICIAN I – SURVEY/LAB AIDE	\$47.50	ADMINISTRATIVE ASSISTANT	\$48.50

**EXPENSES & EQUIPMENT CHARGES:**

VEHICLE (3/4 TON OR LESS)	\$0.64/MILE	GPS	\$278/DAY
VEHICLE (SUBURBAN & 1 TON+)	\$0.70/MILE	ROBOTIC TOTAL STATION	\$257.50/DAY
WATER TRUCK	\$77/DAY + \$0.70/MILE	DRONE	\$410/DAY
LASER SCANNING	\$410/DAY	COPIES	\$0.10/EACH
MOBILE LIDAR	\$1000/MILE (\$5,000 MIN)	PRINTING PLANS	\$0.51/SF + TECH TIME

**REIMBURSABLES:**

(COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

**OVERTIME (OVER 8 HOURS PER DAY OR SATURDAYS, SUNDAYS, AND HOLIDAY WORK):**

1.5 TIMES THE HOURLY RATE.

**HOURLY RATES:**

APPLY TO MEETING AND TRAVEL TIME.

**DEPOSITION OR COURT TESTIMONY:**

1.5 TIMES THE HOURLY RATE.

**MINIMUM CHARGE:**

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICKUP.

**HAZARDOUS OPERATION CHARGE:**

FOR LEVEL C: 1 1/2 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGE.

**FIELD TESTING AND INSPECTION CHARGES**

FIELD DENSITY (COMPACTION TEST).....	BASIC CHARGES + \$ 8.75/EA.
CONE PENETROMETER .....	BASIC CHARGES + \$ 16.50/EA.
FLOOR FLATNESS EQUIPMENT .....	BASIC CHARGES + \$273.00/EA.
DYNAMIC CONE PENETROMETER .....	BASIC CHARGES + \$27.25/EA.
CORING EQUIPMENT CHARGES.....	BASIC CHARGES + \$109.00/DAY

**LABORATORY TEST CHARGES**

**AGGREGATES (ASTM)**

	<b><u>UNIT CHARGE</u></b>
L.A. ABRASION, SMALL AGG. (C131)	\$ 138.50
L.A. ABRASION, LARGE AGG. (C535)	\$ 169.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	\$ 233.00
10-CYCLE	\$ 324.50
20-CYCLE	\$ 457.75
SIEVE ANALYSIS, DRY AGG (C136)	\$ 57.50
SIEVE ANALYSIS (C117)	\$ 70.00
SIEVE ANALYSIS (C117, C136)	\$ 86.00
SPECIFIC GRAVITY, FINE AGG (C128)	\$ 63.25
SPECIFIC GRAVITY, COARSE AGG (C127)	\$ 63.25
LIGHTWEIGHT PIECES IN AGG (C123)	\$ 98.00
ORGANIC IMPURITIES (C40)	\$ 57.50
FLAT & ELONGATED PIECES (D4791)	\$ 86.00
DELETERIOUS MATLS (MODOT TM71)	\$ 75.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	\$ 92.50
DRY RODDED UNIT WEIGHT (C29)	\$ 41.00

**MASONRY TESTS (ASTM)**

COMPRESSIVE STRENGTH, 4" BLOCK	\$ 28.75
COMPRESSIVE STRENGTH, 6" BLOCK	\$ 35.00
COMPRESSIVE STRENGTH, 8" BLOCK	\$ 48.25
COMPRESSIVE STRENGTH, 12" BLOCK	\$ 80.50
COMPRESSIVE STRENGTH, MORT/GR CUBE	\$ 13.90
GROUT PRISM	\$ 13.90
MORTAR CYLINDER (2" X 4")	\$ 13.90
ABSORPTION, MASONRY BLOCK	\$ 46.25
LINEAR SHRINKAGE (SET OF 3)	\$ 347.25

**BITUMINOUS TESTING**

ASPHALT CONTENT	\$ 104.25
ASPHALT CONTENT & AGG. GRADATION	\$ 173.50
SEIVE ANALYSIS EXTRACTION	\$ 86.00
MARSHALL TEST, FIELD - 3 PUCKS	\$ 86.00
MARSHALL TEST, LAB - 3 PUCKS	\$ 127.75
RETAINED STABILITY	\$ 196.50
ASPHALT CORE DENSITY, EACH	\$ 28.75
THEORETICAL MAX. DENSITY	\$ 138.50

**CONCRETE/ROCK CORE**

CORE TRIM & TEST	\$ 47.75
THICKNESS (AASHTO T148 /ASTM C174)	\$ 27.25

**SOIL TESTS (ASTM)**

	<b><u>UNIT CHARGE</u></b>
ATTERBERG LIMITS (D4318)	\$ 63.25
SWELL TEST, 1/16 TSF (D4546)	\$ 169.00
SWELL PRESSURE (D4546)	\$ 319.00
SHRINKAGE LIMIT (D4943)	\$ 63.25
MOISTURE CONTENT (C2216)	\$ 6.75
SIEVE + HYDROMETER	\$ 147.00
HYDROMETER ONLY (D422)	\$ 86.00
USCS CLASSIFICATION	\$ 29.75
PERCENT PASSING #200	\$ 46.25
SPECIFIC GRAVITY (D854)	\$ 80.75
UNCONFINED COMPRESSION	\$ 55.50
UNCONFINED/TRIAXIAL, REMOLDED	\$ 86.00
TRIAxIAL TEST, PP, CU w/PP	\$ 337.50
ORGANIC MATTER (D2974-C)	\$ 57.50
PENETROMETER	\$ 5.15
SAMPLE PREP, PER HOUR	\$ 55.50
SHELBY TUBE DENSITY	\$ 35.00
RESISTIVITY	\$ 173.50
PERMEABILITY, FALLING HEAD	\$ 416.00
PERMEABILITY, FLEXIBLE WALL	\$ 393.25
PERMEABILITY, CONSOLIDATION TEST	\$ 173.50
CONSOLIDATION TEST, TO 8 TSF	\$ 440.25
CONSOLIDATION TEST, > 8 TSF	\$ 57.50
CALIFORNIA BEARING RATIO, LAB, /PNT	\$ 115.50
pH	\$ 57.50

**LABORATORY COMPACTION TESTS**

MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH A & B	\$ 167.00
STD. PROCTOR (D698), MTH C	\$ 196.50
STD. PROCTOR (D698), 1 POINT	\$ 59.00
MOD. PROCTOR (D1557), MTH A & B	\$ 203.00
MOD. PROCTOR (D1557), MTH C	\$ 274.25
MOD. PROCTOR (D1557), 1 POINT	\$ 65.25
RELATIVE DENSITY	\$ 417.25

**CONCRETE TESTING**

4" X 8" OR 6" X 12" TEST MOLD	\$ 2.25
6" X 12" CYLINDER, TESTED & MOLD	\$ 16.50
6" X 12" CYLINDER, EXTRA & MOLD	\$ 11.75
4" X 8" CYLINDER, TESTED & MOLD	\$ 11.75
4" X 8" CYLINDER, EXTRA & MOLD	\$ 7.75
SAW CONCRETE CYLINDER	\$ 28.25
BEAM FLEXURAL STRENGTH	\$ 40.00
CONCRETE BEAM, NOT TESTED	\$ 22.50





**DRILLING SERVICE CHARGES**

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL.....	BASIC CHARGES
MOBILIZATION - CME 55 RIGS .....	\$ 2.57/MILE (\$100.00 MINIMUM)
MOBILIZATION - CME 75 RIGS .....	\$ 3.11/MILE (\$100.00 MINIMUM)
MOBILIZATION - CME 550 RIGS .....	\$ 3.11/MILE (\$150.00 MINIMUM)
CME 55 DRILL RIG AND TWO MAN CREW .....	\$201.00 PER HOUR
CME 75 DRILL RIG AND TWO MAN CREW .....	\$234.00 PER HOUR
CME 550 DRILL RIG AND TWO MAN CREW.....	\$234.00 PER HOUR
CORE BIT CHARGE.....	\$6.39 PER FOOT
ROCK CORE SET UP .....	\$79.55 PER BORING
DECONTAMINATION EQUIPMENT .....	\$159.00/DAY
GROUT MACHINE .....	\$265.00/DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH).....	\$12.60/EACH
ALL-TERRAIN DRILL RIG SURCHARGE .....	\$318.00/DAY

<b>DRILLING ITEM</b>	<b>DEPTH</b>			
	<b>0 TO 20'</b>	<b>20' TO 40'</b>	<b>40' TO 60'</b>	<b>60' TO 100'</b>
SOIL OVERBURDEN, 4" AUGER	\$ 8.50	\$ 9.50	\$ 10.50	\$ 11.75
SOIL OVERBURDEN, 6" HS AUGER	\$ 10.25	\$ 11.75	\$ 12.75	\$ 14.25
SOIL OVERBURDEN, 8" HS AUGER	\$ 10.25	\$ 12.75	\$ 15.50	\$ 18.00
SOIL OVERBURDEN, 10" HS AUGER	\$ 11.75	\$ 18.00	-	-
SOIL OVERBURDEN, 12" HS AUGER	\$ 14.25	\$ 18.00	-	-
ROCK PENETRATION	\$ 31.75	\$ 35.50	\$ 37.75	\$ 44.00
NQ CORING	\$ 41.25	\$ 44.00	\$ 49.50	\$ 57.00
STANDARD PENETRATION TEST	\$ 23.50	\$ 29.25	\$ 35.75	\$ 41.25
3" SHELBY TUBES	\$ 29.25	\$ 35.75	\$ 41.25	\$ 47.50

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING OR BREAKING AUGERS OR CORE BARRELS.



## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 22<sup>nd</sup> day of January, 2018/2019, 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 Great River Engineering (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2019 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2019. 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.

**GREAT RIVER ENGINEERING**

By *Neil Eskimo*

Title Principal

Dated: \_\_\_\_\_

**BOONE COUNTY, MISSOURI**

By *Steven H. Atwell*

Presiding Commissioner

Dated: 1-22-19

APPROVED AS TO FORM:

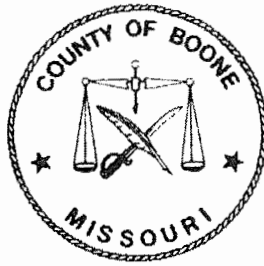
*[Signature]*  
County Attorney

ATTEST:

*Brianna J. Lennon*  
County Clerk

APPROVED:

*[Signature]*  
Director, Boone County Resource Management



**Great River Engineering**

**2019 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	

Reviewed by: *JM*

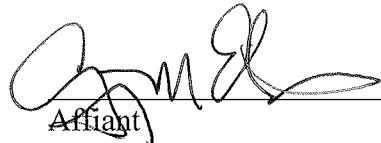


**WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Greene )  
 )ss  
State of Missouri )

My name is Guy M. EAKENS. I am an authorized agent of GREAT RIVER ENGINEERING (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.

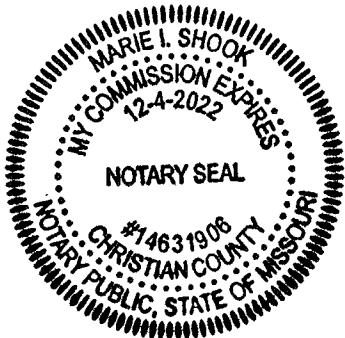
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

 12/27/18  
Affiant Date

Guy M. EAKENS  
Printed Name

Subscribed and sworn to before me this 27<sup>th</sup> day of December, 20 18.

  
Notary Public





**Great River Engineering**

**2019 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	

Reviewed by: *JM*

**Great River Engineering  
Standard Hourly Rates  
January 1, 2019 - December 31, 2019**

Springfield

<b>Role</b>	<b>Hourly Rate</b>
Engineer 6	\$175.00
Engineer 5	\$155.00
Engineer 4	\$145.00
Engineer 3	\$130.00
Engineer 2	\$105.00
Engineer 1	\$95.00
Engineer 0	\$70.00
Landscape Architect & Environmental Specialist	\$120.00
Chief Land Surveyor & Geologist	\$135.00
Land Surveyor 3	\$100.00
Land Surveyor 2	\$85.00
Land Surveyor 1	\$60.00
Land Surveyor 0	\$45.00
GIS Specialist	\$90.00
Inspector 4	\$110.00
Inspector 3	\$95.00
Inspector 2	\$85.00
Inspector 1	\$75.00
Technician 4	\$115.00
Technician 3	\$105.00
Technician 2	\$95.00
Technician 1	\$75.00
Administrative 5	\$110.00
Administrative 4	\$90.00
Administrative 3	\$75.00
Administrative 2	\$60.00
Administrative 1	\$45.00

Engineer and Client agree that Engineer may increase Standard Hourly Rates up to 4% each calendar year.

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 22<sup>nd</sup> day of January, 2018/2019, 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 Howe Company, LLC (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, 2019 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2019. 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.

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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.

HOWE COMPANY, LLC

By Shannon Howe

Title Manager of Howe Company LLC

Dated: 01-04-2019

BOONE COUNTY, MISSOURI

By Drew K. Klotz

Presiding Commissioner

Dated: 1-22-19

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

Brianne A. Lennon  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Resource Management

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

County of Macon )  
 )ss  
State of Missouri )

My name is Shannon Howe. I am an authorized agent of Howe Company, LLC (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.

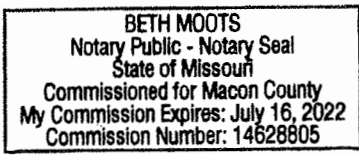
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

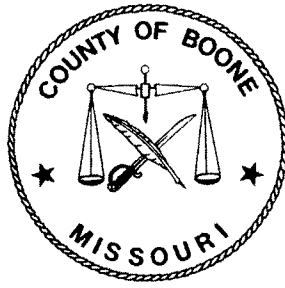
Shannon Howe 01-04-2019  
Affiant Date

Shannon J. Howe  
Printed Name

Subscribed and sworn to before me this 4<sup>th</sup> day of January, 2019.

Beth Moots  
Notary Public





## Howe Company LLC

### 2019 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	X
Civil Engineering	X
Construction Management	
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	
Structural Engineering	X
Surveying	X
Traffic	
Transportation	X
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	X
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	X

Reviewed by: *Jm*



**HOURLY RATE FOR  
PROFESSIONAL SERVICES  
2019**

<b>DESCRIPTON</b>	<b>HOURLY RATE</b>
ENGINEER	\$95.00
PROFESSIONAL ENGINEER I	\$105.00
PROFESSIONAL ENGINEER II	\$125.00
PROFESSIONAL ENGINEER III	\$135.00
PROFESSIONAL ENGINEER IV	\$140.00
PROFESSIONAL ENGINEER V	\$145.00
PROFESSIONAL ENGINEER VI	\$155.00
STRUCTURAL ENGINEER I	\$130.00
STRUCTURAL ENGINEER II	\$140.00
STRUCTURAL ENGINEER III	\$150.00
SURVEY PARTY CHIEF II	\$110.00
SURVEY PARTY CHIEF I	\$75.00
LICENSED SURVEYOR-IN-TRAINING	\$90.00
PROFESSIONAL LAND SURVEYOR I	\$125.00
PROFESSIONAL LAND SURVEYOR II	\$135.00
ADMINISTRATIVE TECHNICIAN	\$65.00
ENGINEERING TECHNICIAN	\$65.00
ENGINEERING TECHNICIAN I	\$75.00
ENGINEERING TECHNICIAN II	\$85.00
ENGINEERING TECHNICIAN III	\$95.00
ENGINEERING TECHNICIAN IV	\$100.00
SENIOR ENGINEERING TECHNICIAN	\$110.00
CONSTRUCTION OBSERVER I	\$65.00
CONSTRUCTION OBSERVER II	\$80.00
CONSTRUCTION OBSERVER III	\$110.00
TECHNICIAN	\$55.00

*Specialized services will be billed on a case-by-case basis*

**ALL DIRECT JOB EXPENSES AND MATERIALS OTHER THAN NORMAL OFFICE SUPPLIES  
WILL BE BILLED AT ACTUAL COST PLUS 10%**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

January Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the

22nd

day of

January

20 19

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 Boone County Courthouse Plaza by the Mid Missouri Chapter of Military Officers Association on May 27<sup>th</sup>, 2019 from 6:00 am to 3:00 pm.

Done this 22nd day of January, 2019.

ATTEST:

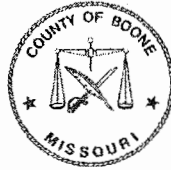
*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

Daniel K. Atwill, Presiding Commissioner  
Fred J. Parry, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

Organization: Mid-Missouri Chapter of Military Officers Association

Address: 4605 Summer Brook Ct

City: Columbia State: MO ZIP Code 65203

Phone: 573 445 4551 Website: \_\_\_\_\_

Individual Requesting Use: LTC Thomas Corcoran USA, Ret

Position in Organization: Chapter President

Address: 4605 Summer Brook Ct

City: Columbia State: MO ZIP Code 65203

Phone: 573 639 7446 Email: tecorcoran1@msn.com

Event: Memorial Day Wreath-Laying Ceremony

Description of Use (ex. Concert, speaker, 5K): Wreath Laying by local organizations

Date(s) of Use: Monday May 27, 2019

Start Time of Setup: 6:00 AM/~~PM~~

Start Time of Event: 8:30 AM/~~PM~~ (If start times vary for multiple day events, please specify)

End Time of Event: 2:00 ~~AM~~ PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 3:00 ~~AM~~ PM

Emergency Contact During Event: Tom Corcoran Phone: 576 639 7446

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: Will use local media to promote public attendance.

100-150

How many attendees (including volunteers) do you anticipate being at your event?

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. County Sheriff's Department, Columbia Police and Fire Departments will monitor the event. Air Force ROTC Cadets will also assist.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_\_ # adults per \_\_\_\_\_ # minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be **selling** food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be **selling** alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_  
\_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?  
 Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: LTC Tom Corcoran Courthouse Ceremony Cha

Address: 4605 Summer Brook Ct. Columbia, MO 65203

Phone Number: 573 445 4551 Date of Application: Jan 7, 2019

Email Address: tecorcoran1@msn.com

Signature: Thomas E. Corcoran

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymmo.org](mailto:commission@boonecountymmo.org).**

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#### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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:

Brianna J. Lennon  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 1-22-19