

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

26th

day of

February

20 19

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

Now on this day, the County Commission of the County of Boone does hereby recognize Ashland Police Chief Lyn Woolford as America's Favorite Crossing Guard.

Done this 26th day of February 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Residing Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

PROCLAMATION HONORING POLICE CHIEF LYN WOOLFORD, AMERICA'S FAVORITE CROSSING GUARD

- Whereas*, crossing guards provide an essential service to our community's children, working hard every day to ensure they have a safe journey to and from school; and
- Whereas*, pedestrian safety remains a major concern, with 40 children being struck by vehicles daily in the United States and more than 1 in 10 drivers being distracted by mobile devices; and
- Whereas*, Safe Kids Worldwide, with support from FedEx, launched a nationwide search to find America's Favorite Crossing Guard in order to celebrate these "tireless heroes of student pedestrian safety"; and
- Whereas*, six years ago, Ashland Police Chief and City Administrator Lyn Woolford saw a traffic issue potentially putting children at risk and, recognizing the opportunity to create a positive connection for the children and law enforcement, took on the duties of crossing guard for Southern Boone School District at the primary and elementary schools; and
- Whereas*, while Chief Woolford figuratively wears many hats as he shifts between his multiple positions, he literally wears many hats in his role as crossing guard, ranging from parrot and Santa to taco and chicken hats, all in an effort to engage the students; and
- Whereas*, in appreciation for his dedication and his work to keep the kids safe "rain, shine or snow," students and the community rallied to cast online votes for Chief Woolford to be named America's Favorite Crossing Guard; and
- Whereas*, with over 11,000 votes, Chief Woolford received notice in December 2018 that he was one of the top five nominees, out of 170 nominees; and
- Whereas*, in January 2019, Ashland students were able to surprise Chief Woolford with the news that he is officially America's Favorite Crossing Guard.
- Therefore*, we do hereby recognize Ashland Police Chief Lyn Woolford as America's Favorite Crossing Guard and applaud the dedication of Chief Woolford to the safety of the children of the Southern Boone School District.

IN TESTIMONY WHEREOF, this 26th day of February, 2019.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 26th day of February 20 19
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5350 E. Spiva Crossing Road, parcel #12-200-03-00-030.00 01.

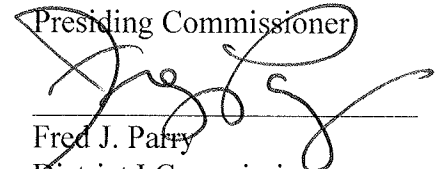
Done this 26th day of February 2019.

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

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	February Session
5350 E. Spiva Crossing)	January Adjourned
Road)	Term 2019
Hallsville, MO)	Commission Order No. <u>76-2019</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 26th day of February 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: revealed junk, trash, rubbish, garbage, appliances and other refuse and an unlicensed, derelict, dismantled and inoperable gray pickup truck vehicle and an unlicensed, derelict, dismantled and inoperable red 2-door vehicle on the premises.
4. The location of the public nuisance is as follows: 5350 E. Spiva Crossing Road, (416 X 416 FT) NE COR NPT E 1/2 SW 1/4, a/k/a parcel# 12-200-03-00-030.00 01, Section 3, Township 49, Range 12 as shown in deed book 4003 page 0057, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage, appliances and other refuse in violation of section 6.5 of the Code and an unlicensed, derelict, dismantled and inoperable gray pickup truck vehicle and an unlicensed, derelict, dismantled and inoperable red 2-door vehicle in violation of section 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 10th day of January to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public

nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

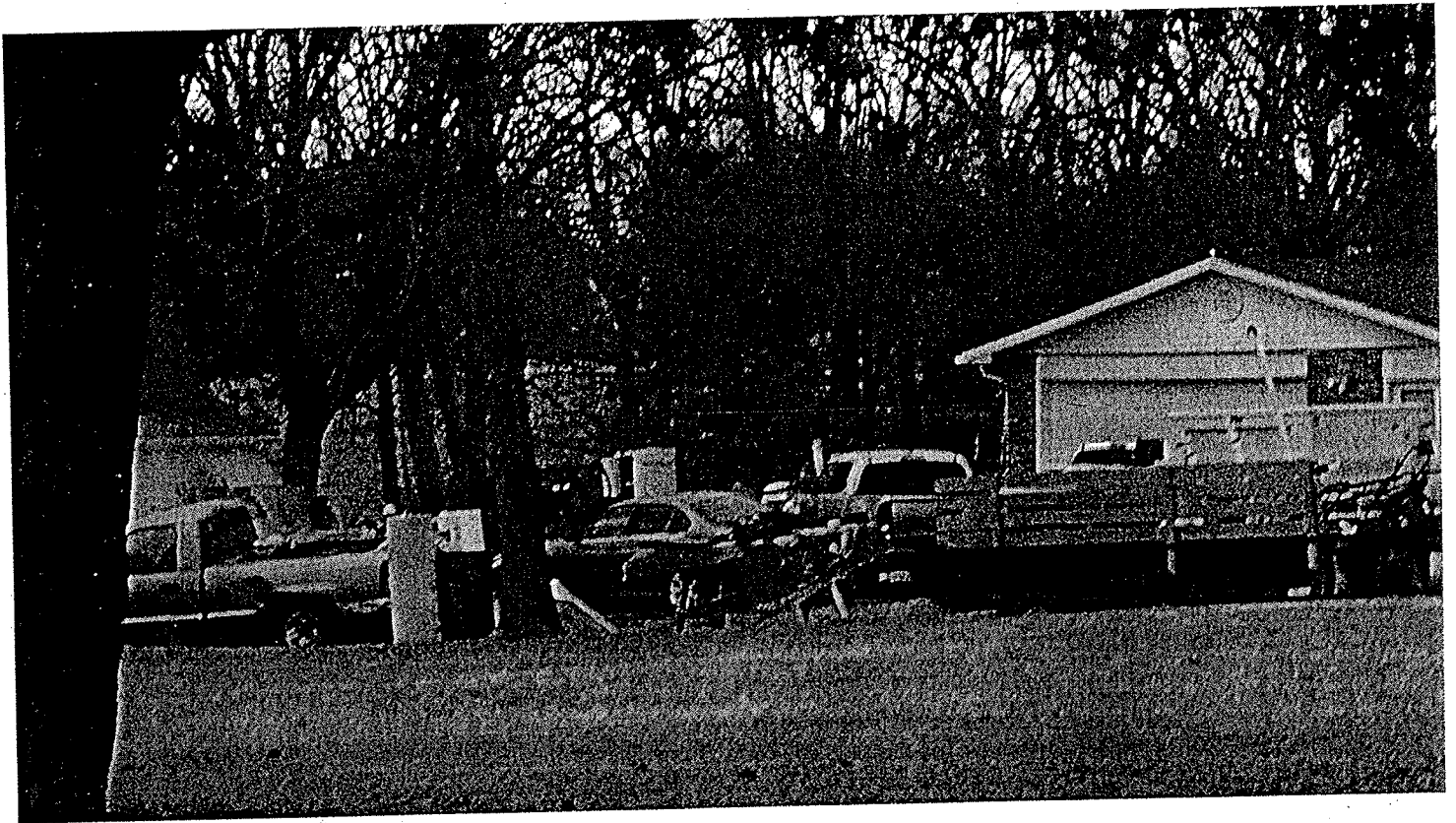
ATTEST:



Boone County Clerk

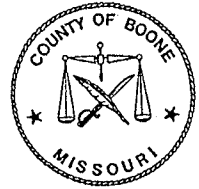
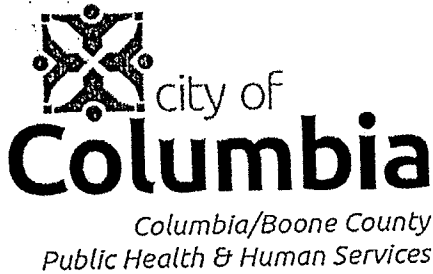
Photographs taken 2/4/19 @ ~ 10:30 am
5350 E. Spiva Crossing Road





Darren and Kimberly Sue Small
5350 E. Spiva Crossing Road
Health Department nuisance notice - timeline

- 1/4/19: citizen complaint received
- 1/7/19: initial inspection conducted
- 1/8/19: notice of violation notices sent to owner, return receipt requested
- 1/10/19: owner signed for notice
- 2/4/19: reinspection conducted – violation not abated - photographs taken at ~ 10:30 am
- 2/6/19: hearing notice sent



HEARING NOTICE

Darren and Kimberly Sue Small
5350 E. Spiva Crossing
Hallsville, MO 65255

An inspection of the property you own located at 5350 E. Spiva Crossing Road (parcel # 12-200-03-00-030.00 01) was conducted on January 7, 2019 and revealed junk, trash, rubbish, garbage, appliances and other refuse and an unlicensed, derelict, dismantled and inoperable gray pickup truck vehicle and an unlicensed, derelict, dismantled and inoperable red 2-door vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that the a hearing will be held before the County Commission on Tuesday, February 26, 2019 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 07th day of

February 2019 by KV



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7017 2680 0000 8833 7428

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

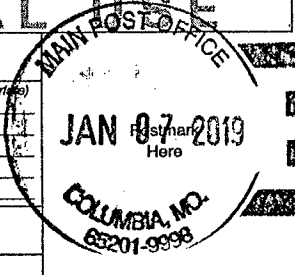
Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____



Postage \$ _____

Total Postage and Fees **6.67**

Sent To **Darren + Kimberly Sue Small**

Street and Apt. No., or PO Box No. **5350 E. Spiva Crossing**

City, State, ZIP+4® **Hallsville, MO 65255**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>Kim Small</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Kim Small</i> C. Date of Delivery <i>1/10</i></p>
<p>1. Article Addressed to: <i>Darren and Kimberly Sue Small</i> <i>5350 E-Spiva Crossing</i> <i>Hallsville, MO 65255</i></p>	<p>D. Is delivery address different from Item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>9590 9402 4049 8079 0979 33</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail Restricted Delivery (\$500)</p>
<p>2. Article Number (Transfer from service label) 7017 2680 0000 8833 7428</p>	<p>Domestic Return Receipt</p>



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Darren and Kimberly Sue Small
5350 E. Spiva Crossing
Hallsville, MO 65255

An inspection of the property you own located at 5350 E. Spiva Crossing Road (parcel # 12-200-03-00-030.00 01) was conducted on January 7, 2019 and revealed junk, trash, rubbish, garbage, appliances and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 8th day of January 2019 by KV.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Darren and Kimberly Sue Small
5350 E. Spiva Crossing
Hallsville, MO 65255

An inspection of the property you own located at 5350 E. Spiva Crossing Road (parcel # 12-200-03-00-030.00 01) was conducted on January 7, 2019 and revealed an unlicensed, derelict, dismantled and inoperable gray pickup truck vehicle and an unlicensed, derelict, dismantled and inoperable red 2-door vehicle on the premises.

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Sincerely,

[Handwritten signature]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 8th day of January 2019 by [initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



Kristine Vellema <kris.vellema@como.gov>

nuisance complaint

1 message

Kala Wekenborg-Tomka <Michala.Wekenborg@como.gov> Fri, Jan 4, 2019 at 1:32 PM
To: Kristine Vellema <kris.vellema@como.gov>

5300 Spiva Crossing - trash/junk everywhere

Please call Maggie Jones after inspection 573-999-9296

--
Kala Wekenborg-Tomka, MHA
Environmental Public Health Supervisor
Columbia/Boone County Public Health and Human Services
573.874.7346 www.gocolumbiamo.com

My e-mail address has changed to: michala.wekenborg@como.gov Thank you!

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.

1-7' S 380 -appliances
wrecker gray plu
1 wrap red

Boone County Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date: 07/30/2012 at 02:53:32 PM

Instrument #: 2012018309 Book: 4003 Page: 57

Grantor: FEDERAL NATIONAL MORTGAGE ASSN
Grantee: SMALL, DARREN

Instrument Type: WD
Recording Fee: \$27.00 S
No. of Pages: 2

Bette Johnson
Bette Johnson, Recorder of Deeds



SPECIAL WARRANTY DEED

This Deed is made and entered into this 27th day of July, 2012 by and between Federal National Mortgage Association (a/k/a Fannie Mae) organized and existing under the laws of the United States of America; By Millsap & Singer, LLC, as Attorney in Fact of the County of Dallas, State of Texas, hereinafter collectively referred to as "Grantor", and

Darren Small and Kimberly Sue Small, Husband and Wife

of the County of Boone, State of Missouri, hereinafter referred to as "Grantee". The mailing address of the Grantee is: 535D E. Spiva Crossing, Hallsville, MO 65255

WITNESSETH, that the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee, the following described lots, tracts or parcels of land lying, being and situated in the County of Boone and State of Missouri, to-wit:

A tract of land located in the Southwest Quarter (SW1/4) of Section Three (3), Township Forty-nine (49) North, Range Twelve (12) West, Boone County, Missouri, more particularly described as follows: Starting at the Northeast (NE) corner of the Southwest Quarter (SW1/4); thence West 416 feet along the County Road; thence South 416 feet; thence East 416 feet to the East line of the Southwest Quarter (SW1/4); thence North 416 feet to the point of beginning.
Subject to easements, conditions, restrictions and limitations of record.

To have and to hold the same; together with all rights and appurtenances to the same belonging, unto the said Grantees, and to His/Her successors and assigns. The said Grantor hereby covenanting that it and the successors and assigns of such Grantor shall

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

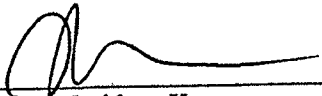
BOONE COUNTY MO JUL 30 2012

Unofficial Document

and will WARRANT AND DEFEND the title to the premises unto the said Grantees, and to the successors and assigns of such Grantee forever, against the lawful claims of all persons claiming by, through or under Grantor but none other, excepting, however, the general taxes for the calendar year 2012 and thereafter and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this instrument to be signed on the day and year first above written.

Grantor: Federal National Mortgage Association (a/k/a Fannie Mae) organized and existing under the laws of the United States of America,
By: Millsap & Singer, LLC, as Attorney in Fact, pursuant to powers conferred by the Limited Power of Attorney recorded _____.

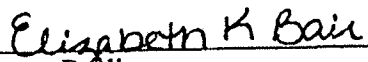


Mary-Kathleen Kearns
Title: Duly Appointed Representative

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

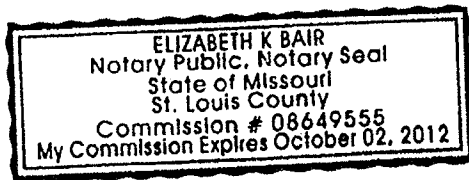
On this 23rd day of July, 2012, before me appeared Mary-Kathleen Kearns to me personally known, who, being by me duly sworn, did say that she is the Duly Appointed Representative of Millsap and Singer, Attorney in Fact for Federal National Mortgage Association (a/k/a Fannie Mae) organized and existing under the laws of the United States of America, pursuant to powers conferred by recorded Limited Power of Attorney, and that said instrument was signed in behalf of said limited liability company, by authority of its Members and said Mary-Kathleen Kearns acknowledged said instrument to be the free act and deed of said limited liability company.

In Testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.



Notary Public
Elizabeth K Bair

My Commission Expires:



Nora Dietzel, Recorder of Deeds

Tom Schauwecker Assessor

Parcel 12-200-03-00-030.00 01

Property Location 5350 E SPIVA CROSSING RD

City

Road COMMON ROAD DISTRICT (CO)

School HALLSVILLE (R4)

Library COL BC LIBRARY (L4)

Fire BOONE COUNTY (F1)

Owner SMALL DARREN & KIMBERLY SUE SMALL

Subdivision Plat Book/Page

Address 5350 E SPIVA CROSSING

Section/Township/Range 3 49 12

Care Of

Legal Description (416 X 416 FT) NE COR NPT

City, State, Zip HALLSVILLE, MO 65255

E 1/2 SW 1/4

Lot Size .00 x .00

Irregular Shape

Deeded Acreage 4.00

Calculated Acreage .00

Deed Book/Page 4003 0057 3971 0118
3187 0020 2814 0021

CURRENT APPRAISED

CURRENT ASSESSED

Type	Land	Bldgs	Total
RI	16,300	106,200	122,500
Totals	16,300	106,200	122,500

Type	Land	Bldgs	Total
RI	3,097	20,178	23,275
Totals	3,097	20,178	23,275

RESIDENCE DESCRIPTION

Year Built 1971

Use SINGLE FAMILY (101)

Basement FULL (4) **Attic** NONE (1)

Bedrooms 3 **Main Area** 1,710

Full Bath 2 **Finished Basement Area** 0

Half Bath 0

Total Rooms 7 **Total Square Feet** 1,710

Boone County Assessor

801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4251

Fax (573) 886-4254

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

February Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the

26th

day of

February

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 Sole Source Contract 144-013123SS – Reclamite Preservative Seal with Corrective Asphalt Material, L.L.C. of South Roxana, Illinois.

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


Done this 26th day of February 2019.

ATTEST:

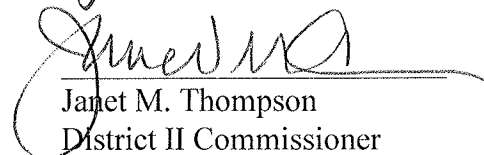
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: February 15, 2019
RE: Sole Source Approval – 144-013123SS – Reclamite Preservative Seal

Attached for signature is a Sole Source Request Form and contract for Boone County Resource Management with Corrective Asphalt Materials, L.L.C. of South Roxana, IL for the application of Reclamite Preservative Seal.

This will be a term and supply contract and invoices will be paid from 2041– Infrastructure Preservation/Rehabilitation, account 71202 – Contractor Costs. Approximately \$35,000 was budgeted for this service in 2019. Cost for Reclamite application is:

- Unit Price: \$0.84 /Square Yard
- Pre Sweeping: \$0.03/Square Yard additional
- Post Sweeping: \$0.05/Square Yard additional
- Maximum pricing increase per contract period of 4%

Reclamite is an emulsion of petroleum oils and resins designed to penetrate dry and weathered asphalt pavements. Reclamite combines with asphalt to restore its original desirable properties. Reclamite Preservative Seal will preserve an asphalt pavement at one-half to one-third the cost of other conventional treatments.

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Daily Tribune on December 16, 2018.

cc: Stan Shawver, Resource Management
Dan Haid, Resource Management
Contract File

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
 Director of Purchasing



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Resource Management
Person Requesting	Dan Haid
Date Requested	1/16/19
Contact Phone Number	886-4496

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: _____
 Signature Date 1/16/19

SOLE SOURCE NUMBER: 144-013123SS
 (Assigned by Purchasing)

COMMISSION APPROVAL: _____
 Signature Date 2-26-19

Expiration Date: 2/1/19 through 01/31/23 One Time Purchase (check)
~~3 annual renewal periods~~

Vendor Name Corrective Asphalt Materials (CAM, LLC)
Vendor Address 300 Daniel Boone Trail / PO Box 87129, South Roxanna, Illinois 62087
Vendor Phone and Fax Phone: 618-254-3855
Product Description Reclamite - Preservative Seal
Estimated Cost \$35,000
Department/Account #s / Amt. Budgeted 2041 / 71202

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor**
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
 - Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.
Reclamite is an emulsion of petroleum oils and resins designed to penetrate dry and weathered asphalt pavements. Reclamite combines with asphalt so as to restore its original desirable properties. Reclamite Preservative Seal will preserve an asphalt pavement at one-half to one-third the cost of other conventional treatments.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
**✓ TRTCOR Refining, LLC is the patent owner of Reclamite and it is only distributed and applied in MO by Corrective Asphalt Materials, Inc. See attached letter from TRICOR.
✓ Tricor Refining, LLC- Reclamite® Preservative Seal is the only maltene based asphalt rejuvenator marketed nationally with a 50-year history of product use. It has been proven in various testing by state, county, and government agencies to decrease viscosity and increase penetration value of the asphalt.**
4. What research has been done to verify this vendor as the only known source?
**✓ Identified the manufacturer as TRICOR Refining, LLC; printed attached distributor list;
✓ Received letter from TRICOR Refining, LLC stating that CAM, LLC has an agreement with TRICOR to manufacture and apply the final Reclamite Preservative Seal emulsion in the state of Missouri.**
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources) **Corrective Asphalt Materials, LLC is the product distributor in Missouri for TRICOR Refinery, patent owner of Reclamite.**
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
No
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
N/A
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
N/A
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.
Previously purchased sole source (117-123118SS).

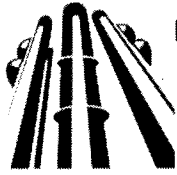
10. What are the consequences of not securing this specific commodity/material?

Reclamite Preservative Seal will preserve an asphalt pavement at one-half to one-third the cost of other conventional treatments.

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

We intend to assume a term & supply agreement with the option of renewal for 3 additional one-year periods. The agreement would be in effect from February 1, 2019 through January 31, 2023 pending agreement to 3 annual renewal periods.



TRICOR REFINING, LLC

Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Bakersfield, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.393.7110 – www.tricorrefining.com

January 23, 2019

Boone County, MO.
Robert Wilson
613 E Ash Street
Columbia, MO 65201.
(573) 886-4393

RE: Sole Source Applicator for Reclamite® and CRF® Restorative Seal 2018/2019

Corrective Asphalt Materials, LLC
P.O. BOX 87129
South Roxana, IL 62087

This letter confirms that TRICOR Refining, LLC has appointed Corrective Asphalt Materials, South Roxana, Illinois to market and apply Reclamite Preservative Seal and CRF Restorative Seal as the sole source supplier/applicator in the State of Missouri. Corrective Asphalt Materials has the necessary equipment and product familiarity to provide a successful application. Corrective Asphalt Materials has a very successful track record in the State of Missouri with applying the applications.

TRICOR Refining, LLC – Reclamite Preservative Seal is the only Maltene based asphalt rejuvenator marketed nationally with a 50 plus year history of product use. Reclamite has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt.

Please feel free to contact me if you have any questions.

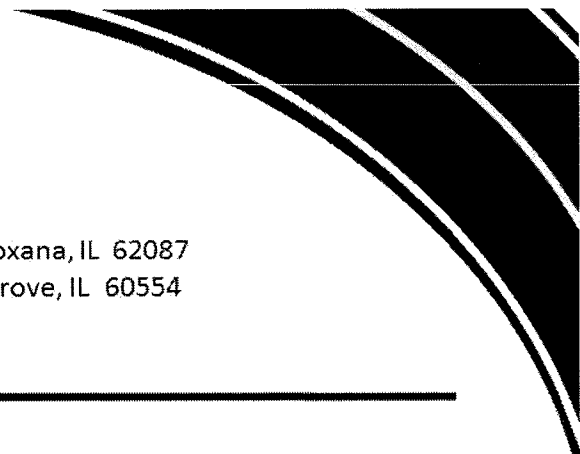
Respectfully,

John Church
Tricor Refining, LLC
Marketing Manager
Cell: 760.600.6486
johnc@tricorrefining.com



Mailing address:
PO BOX 87129
300 Daniel Boone Trail
South Roxana, IL 62087

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554



Robert Wilson
Buyer
County of Boone, Missouri
Purchasing
613 E. Ash Street
Columbia, MO 65201

December 12, 2018

Email: RWilson@boonecountymmo.org

Dear Mr. Wilson,

Please accept the following as our formal pricing per Square Yard to apply Reclamite Maltene Based Rejuvenating Agent to the streets of Boone County, Missouri. list below.

- Unit Price \$0.84/sq yd
- Pre sweeping \$0.03/sq yd additional
- Post sweeping \$0.05/sq yd additional
- Maximum pricing increase per year 4%

CAM's Responsibilities:

- Supply and Apply Reclamite
- Apply Lime screenings
- Traffic Control and Signage

Franklin Counties Responsibilities:

- resident notifications and no parking signs
-

Sincerely,

Colleen West
Business Development
Corrective Asphalt Materials, LLC 314.267.9313

**PURCHASE AGREEMENT FOR
RECLAMITE PRESERVATIVE SEAL & APPLICATION TERM & SUPPLY**

THIS AGREEMENT dated the 26th day of February 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Corrective Asphalt Materials, LLC**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Primary Specifications for **Reclamite Preservative Seal & Application**, Corrective Asphalt Materials, LLC quote dated **December 12, 2018** and executed by **Colleen West** on behalf of the Contractor, Boone County Sole Source/No Substitute Fact Sheet for Reclamite Preservative Seal #144-013123SS, Boone County Standard Terms and Conditions, and Boone County Insurance Requirements. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with contractor's quote may be permanently maintained in the County Purchasing Office contract file for this quote if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Reclamite Application** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **February 1, 2019** and extend through **January 31, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County **for three (3) additional one-year periods** subject to the pricing clauses in the Contractor's quote and thereafter on a month to month basis in the event the County is unable to award a new contract prior to the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management – Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

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

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

CORRECTIVE ASPHALT MATERIALS, LLC.

DocuSigned by:
 By Jina Revermann
 701793E69B3442E...
 Title Manager

BOONE COUNTY, MISSOURI

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 BA4B934CED9E4EB...
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charley J. Duffner
 555810DD8F0A245...
County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
 7D82D1A869F6495...
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 the contract do not create in a measurable county obligation at this time.)

DocuSigned by: <u>June E. Probst</u> Signature	2/19/2019 Date	2041/71202 Appropriation Account	Term and Supply
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STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



RECLAMITE MALTENE BASED REJUVENATING AGENT APPLICATION

Primary Specifications

ITEMS TO BE PROVIDED - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform work required of the items within.

Scope – There is no minimum quantity of work expressed or implied associated with this contract.

CONTRACT DURATION - The contract shall be effective from **February 1, 2019 through January 31, 2020** and may be renewed for up to an additional **three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.

CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

PRICING – The unit prices for the items identified on the Contractors quote shall remain fixed for the identified original contract period. All prices shall be as indicated on the Contractor's quote. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of the contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

TECHNICAL REQUIREMENTS - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.

SPECIAL PROVISIONS – Reclamite Emulsified Maltene-Based Rejuvenator:

General Scope: This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of Reclamite Emulsified Maltene-Based Asphalt Rejuvenating Agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

Pre-Construction: Upon request by the Resident Engineer, The CONTRACTOR shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications.

Material Specifications: The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. The CONTRACTOR must submit a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

RECLAMITE MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS:

Property	Test Method	Requirements	
		Min.	Max.
Viscosity @ 25°C, SFS	ASTM D244	15	40
Residue, w%	D244 (Mod) ³	60	65
Miscibility Test	D244 (Mod.) ²		Pass
Sieve Test, w%	D244(Mod.) ¹	-	0.1
Particle Charge Test	D244		Positive
Tests on Distillation Residue:			
Flash Point, COC, C	D92	196	-
Viscosity@ 60C, C	D2170	100	200
Asphaltenes, %w	D2006-70	-	1.00
Maltene Dist. Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	D2006-70	0.3	0.6
Polar Compounds/Saturates Ratio	D2006-70	0.5	
Asphaltenes, w%	D2006-70		1.0
Saturated Hydrocarbons, w%	D2006-70	21	28

¹Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.

²Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50-gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

Material Performance: The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate, replace lost maltene fractions, and decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to prevent the intrusion of air and water.

Product Standards: The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices quoted shall be for one of these standards.

Applicator Experience: The asphalt rejuvenating agent shall be applied by an experienced applicator of such material.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be present and in control of each day's work.

Application Temperature and Weather Limitations: The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40 degrees Fahrenheit or when temperatures are forecasted to fall below 35 degrees Fahrenheit within twenty-four (24) hours of application. It shall be the discretion of the Resident Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Resident Engineer.

Handling of Asphalt Rejuvenating Agent: Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Project Manager.

Application Equipment: The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or tree lawns. Any wet sand shall be rejected from the job site. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.

Application of Rejuvenating Agent: The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application. Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer. Upon request by the Resident Engineer, the Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

Field Testing: No field testing is required by Boone County. Any field testing performed will be at the CONTRACTOR'S expense.

Street Sweeping: All areas treated will be swept after treatment to remove any residual material to the satisfaction of the County. Sweeping prior to treatment will be expected unless deemed unnecessary by the County. Pre and Post Sweeping to be performed at the prices indicated in Corrective Asphalt Materials, LLC quote to Boone County, Missouri dated December 12, 2018.

Traffic Control and Safety: The CONTRACTOR shall be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control. The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and MO-DOT standards. The Contractor shall notify the Resident Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

Spreading of Sand or Screenings:

Sand or screenings shall be furnished by the CONTRACTOR. The contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this contract.

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the payment surface as directed by customer representative. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of two pounds to four pounds per square yard.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

Resident Notification: The County (OWNER) will perform resident notifications for this contract. The County is required to post No Parking signs no less than 72 hours prior to towing any offending vehicles, therefore requires 72 hours notice from the CONTRACTOR prior to work being scheduled.

Basis of Payment: Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene Based Asphalt Rejuvenating Agent per square yard. Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required.

Warranty - The contractor shall warranty both the labor and material for a period of one year from the date of application.

Damage to County Property – Contractor shall be responsible for any damage to County property which is directly caused by the contractor during the time services are performed.

Projects will be inspected by department personnel.

SCHEDULING – It is anticipated that the County will provide the Contractor a list of projects to be completed as part of this contract in March of 2019 with an anticipated date when each project will be finished being prepped by Boone County forces, and ready for the projects. The County will then give the Contractor a notice to proceed on each project when preparations are complete. The contractor will be required to complete all such projects prior to September 1, 2019 but will not be left with less than 60 calendar days to complete the projects. The contractor shall notify the County not less than 14 calendar days prior to the beginning of a particular project. In the event that the County requests additional work outside of the initial request noted above, the Contractor will be required to begin said additional work within 30 calendar days of said request.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

SALES/USE TAX EXEMPTION – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

LIEN WAIVERS - Prior to the release of contract amount, contractor shall file with the County, an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;

BILLING AND PAYMENTS – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201.

DESIGNEE – Boone County Resource Management – Engineering Division

Overhead Line Protection: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof.

Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

OSHA Program Requirements – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

Payment Bond – Contractor shall provide the County with a Payment Bond in a form acceptable to County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.



1134 Manor St. • Bakersfield, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.393.7110 – www.tricorrefining.com

January 23, 2019

Boone County, MO.
Robert Wilson
613 E Ash Street
Columbia, MO 65201.
(573) 886-4393

RE: Sole Source Applicator for Reclamite® and CRF® Restorative Seal 2018/2019

Corrective Asphalt Materials, LLC
P.O. BOX 87129
South Roxana, IL 62087

This letter confirms that TRICOR Refining, LLC has appointed Corrective Asphalt Materials, South Roxana, Illinois to market and apply Reclamite Preservative Seal and CRF Restorative Seal as the sole source supplier/applicator in the State of Missouri. Corrective Asphalt Materials has the necessary equipment and product familiarity to provide a successful application. Corrective Asphalt Materials has a very successful track record in the State of Missouri with applying the applications.

TRICOR Refining, LLC – Reclamite Preservative Seal is the only Maltene based asphalt rejuvenator marketed nationally with a 50 plus year history of product use. Reclamite has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt.

Please feel free to contact me if you have any questions.

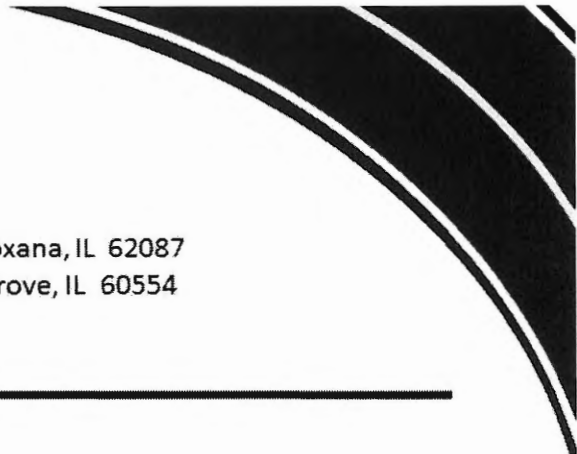
Respectfully,

John Church
Tricor Refining, LLC
Marketing Manager
Cell: 760.600.6486
johnc@tricorrefining.com



Mailing address:
PO BOX 87129
300 Daniel Boone Trail
South Roxana, IL 62087

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554



Robert Wilson
Buyer
County of Boone, Missouri
Purchasing
613 E. Ash Street
Columbia, MO 65201

December 12, 2018

Email: RWilson@boonecountymmo.org

Dear Mr. Wilson,

Please accept the following as our formal pricing per Square Yard to apply Reclamite Maltene Based Rejuvenating Agent to the streets of Boone County, Missouri. list below.

- Unit Price \$0.84/sq yd
- Pre sweeping \$0.03/sq yd additional
- Post sweeping \$0.05/sq yd additional
- Maximum pricing increase per year 4%

CAM's Responsibilities:

- Supply and Apply Reclamite
- Apply Lime screenings
- Traffic Control and Signage

Franklin Counties Responsibilities:

- resident notifications and no parking signs
-

Sincerely,

Colleen West
Business Development
Corrective Asphalt Materials, LLC 314.267.9313

11-7-123118 SS

Client#: 1062594

CAMLLC1

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 308 North 21st Street Saint Louis, MO 63103-MO 314 436-2399	CONTACT NAME: PHONE (A/C, No, Ext): 314 436-2399	FAX (A/C, No): 314 342-7170	
	E-MAIL ADDRESS: ADDRESS:		
INSURED Corrective Asphalt Materials, LLC 300 Daniel Boone Trail P.O. Box 87129 South Roxana, IL 62087	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ACUITY A Mutual Insurance Company		14184
	INSURER B : Consolidated Construction Safety Fund		99999
	INSURER C : Travelers Property Cas. Co. of America		25674
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X92021	03/30/2018	03/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X92021	03/30/2018	03/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		X92021	03/30/2018	03/30/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N N/A	WC00203360017*	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Contractors Equipment		QT6604343B838	03/30/2018	03/30/2019	Leased/Rented Equipment Limit: \$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*SAFETY NATIONAL PROVIDES EXCESS W/C INSURANCE IN EXCESS OF PROGRAM RETENTIONS.
 RE: #117-123118SS - Reclamite Preservative Seal & Application Term & Supply
 The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER Boone County 613 E. Ash, Room 109 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael A. Bannan</i>
---	--



P.O. Box 5877
Bakersfield, CA 9338

661.393.7110

RECLAMITE® Asphalt Pavement Rejuvenator

Reclamite® Benefits:

- Delays the aging process
- Reverses aging
- Stops premature aging - reverses oxidation
- Waterproofs and seals
- Restores the components of asphalt
- Less than 1/3 to 1/2 the cost of other wear course seals.



Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of your asphalt pavement, while conserving your maintenance budget.

Reclamite® restores maltenes, the components of asphalt lost in the aging process, and improves the durability of the pavement near the surface where deterioration begins. Pavements in good profile, but exhibiting signs of aging—hairline cracking, raveling and pitting—will benefit from a Reclamite® application, as will pavements with segregation issues.

Reclamite® assists in adjusting the rheology of asphalt binder by increasing penetration values and decreasing viscosity and corresponding DSR (Dynamic Shear Rheometer) values.

Formulated from a single sourced naphthenic crude base, Reclamite® has a high natural solvency ability, co-mingling and fluxing with the asphalt binder to restore the asphalt/aggregate bond. It is a 100% petroleum rejuvenator base containing 0% asphalt.

Reclamite® has a proven 50-year history of use with national and international distribution. When used in pavement maintenance programs, application is usually on a 4 to 6 year basis. Product cost is generally 1/3 to 1/2 of conventional wear course treatments.

Reclamite® is used to extend pavement life at the top of the maintenance curve, pushing that curve as long as possible before more expensive wear course seals such as scrub seal, chip seal, slurry and cape seals are required.

Please contact your Tricor distributor for more information or visit tricorrefining.com to learn more about our products.



The Science of Proactive Asphalt Rejuvenation

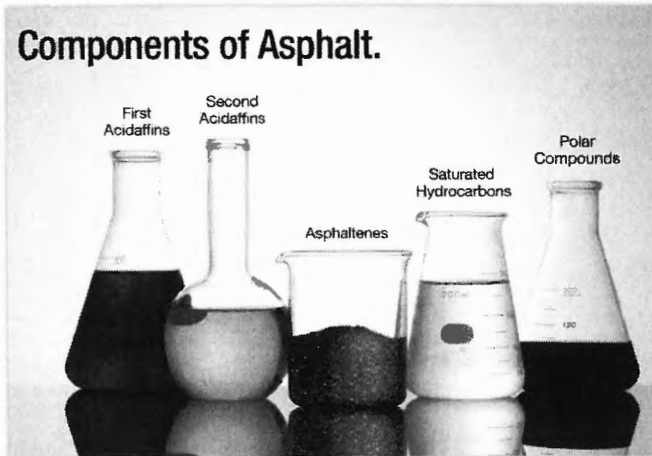
Airports • Roadways
Utilities • Parking Areas

Reclamite® Petroleum Maltene-Based Rejuvenating Agent

► What is Reclamite?

According to the National Center for Pavement Preservation "a true asphalt rejuvenator is a maltene-based petroleum product which has the ability to absorb or penetrate into an asphaltic concrete pavement and restore those reactive components (maltenes) that have been lost from the asphalt cement binder due to the natural process of oxidation."

Reclamite comprises the same maltene fractions as the asphalt binder. Reclamite is refined from a naphthenic (wax free) base that seals and preserves the surface "in-depth".



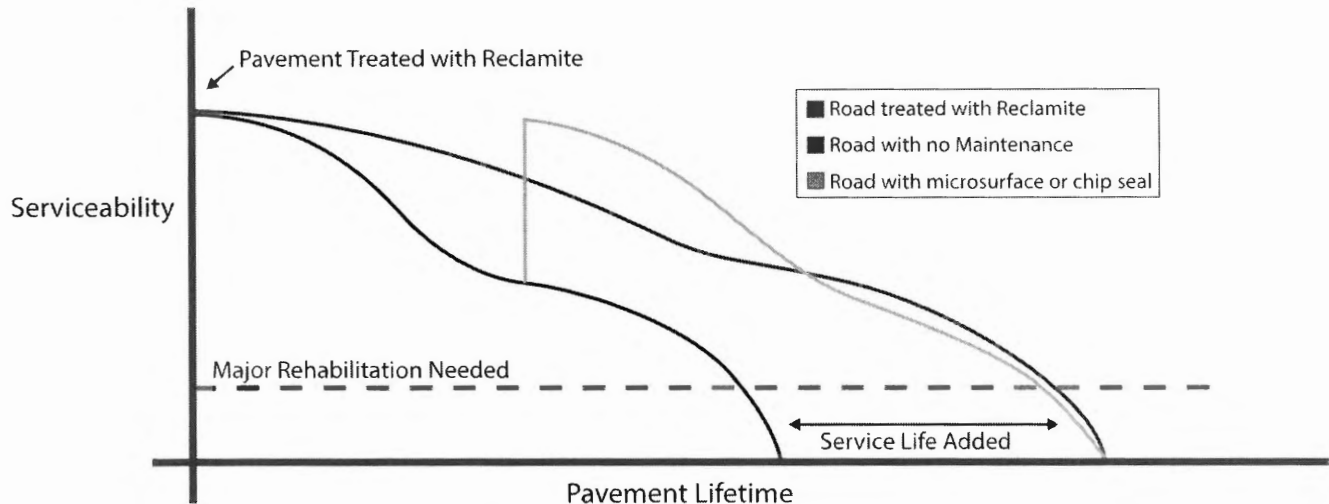
► How does it work?

Reclamite has been used for more than 50 years and is proven to add 5-7 years service life to pavements. It penetrates, rejuvenates and seals the surface by replenishing the lost maltene fraction in the asphalt binder. Maltene is necessary to make the surface durable and flexible. Reclamite fluxes with the asphalt binder, restoring the aggregate/asphalt bond.

Reclamite prevents raveling and stripping and, by densifying the pavement's surface, it helps address compaction issues, reduces surface permeability, and prevents air and moisture intrusion. It adjusts viscosity and penetration values. It does not contain degreasers, solvents or creosotes.

► When should Reclamite be used?

Reclamite is a "top-of-the-curve" application. Apply to newer pavement (less than six years old in northern climates, less than ten years old in southern climates) that shows minimal signs of surface deterioration.



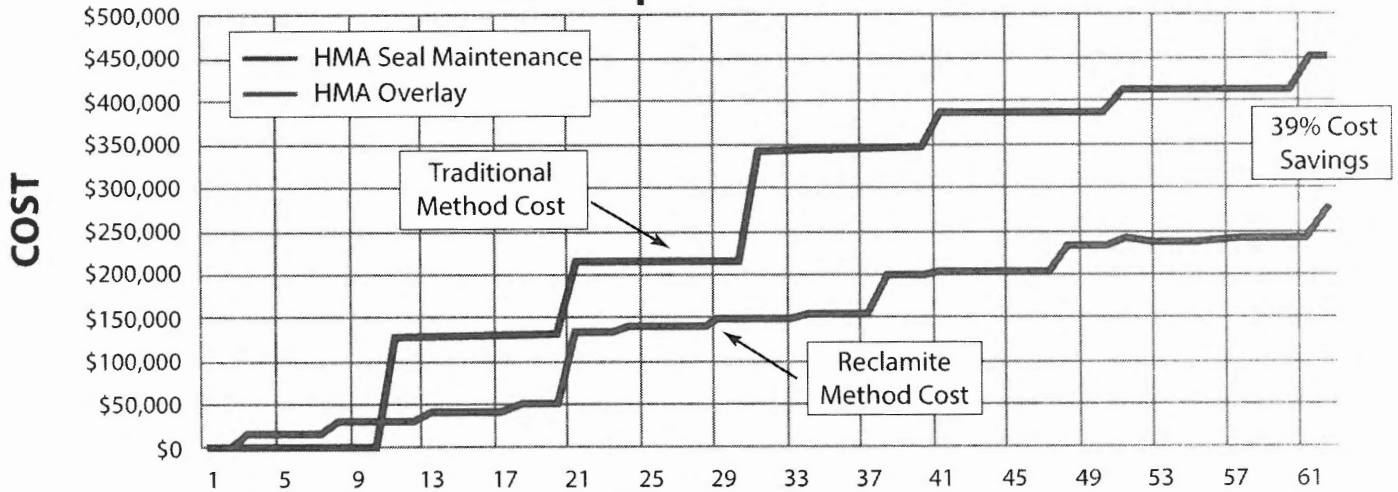
► How is Reclamite applied?

Reclamite is sprayed like a fog seal. The emulsion is diluted with water to 60 percent Reclamite. Application rates average between .05-.08 gallons per square yard. It is applied in one pass, has a 20-45 minute cure time and leaves no surface coating. Then a light coating of sand or limestone screenings is applied (1-2 pounds per square yard). The screenings are swept between 1-2 days after application. Striping is not compromised and remains visible throughout the application process.



Application of Reclamite

Cost Comparison Over Time



Source: Town of Avon, Indiana Preservation Study. Schneider Engineering Case Study Presented at Purdue University www.youtube.com/watch?v=dYIDAA2Ey4k

AVON PASER AVG. 1999-2013

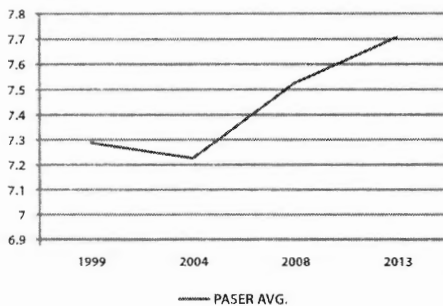


Chart shows average Paser ratings increasing after Reclamite program was initiated

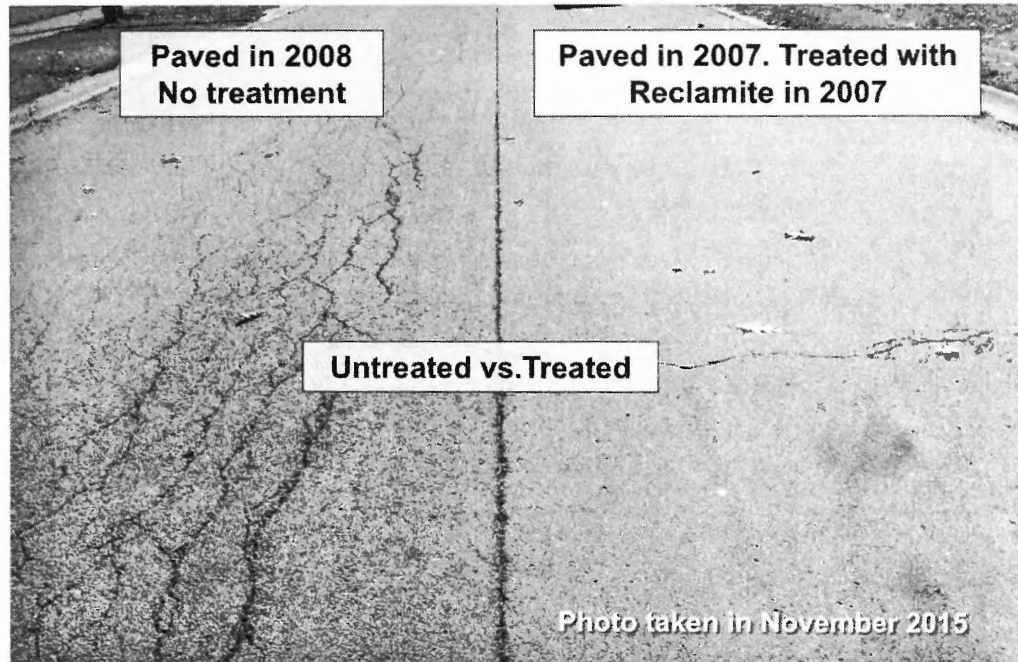


Photo taken in November 2015

Robert E. Boyer

Asphalt Rejuvenators “Fact, or Fable”

Robert E. Boyer, Ph.D., P.E.
Senior District Engineer
Asphalt Institute



ASPHALT INSTITUTE

**2639-B Lisenby Avenue
Panama City, FL 32405
PH: 850-763-3363
FAX: 850-763-253**

**Prepared for Presentation at the
Transportation Systems 2000 (TS2K) Workshop
San Antonio, Texas
February 28 – March 3, 2000**

Robert E. Boyer

ASPHALT REJUVENATORS – “Fact, or Fable”

By: Robert E. Boyer. Ph.D., P.E.

There are numerous methods being employed for asphalt pavement preservation, including rejuvenator emulsions, asphalt emulsion fog seals, a variety of surface treatments (including slurry and micro surfacing technologies), and emerging asphalt thin overlay technologies. These methods range in cost from approximately \$0.50 to \$2.50 per square yard. To make the most of maintenance budgets, many agencies have resorted to the use of asphalt rejuvenators as an alternative to revive aging and brittle asphalt pavements. With the proven performance of asphalt rejuvenators to revive an aging pavement, the pavement engineer has an economical method to extend pavement life. This type asphalt pavement treatment has the potential to extend the life of an asphalt pavement for several years beyond the point where rehabilitation, or major reconstruction would normally be required; thus significantly decreasing the pavements annual maintenance costs.

The objective of this discussion is to establish criteria necessary to ascertain the performance of a rejuvenator; i.e., the material parameters and a method of measuring its performance. Subsequently, the results of research programs and construction projects are reviewed. Lastly, recommendations are advanced concerning the use of rejuvenators.

Robert E. Boyer

CRITERIA FOR A REJUVENATOR

Asphalt binders cannot be represented by a single chemical formula. The American Society of Testing and Materials (ASTM) defines it as "a dark brown to black cementitious material in which the predominating constituents are bitumens which occur in nature or are obtained in petroleum processing."

Asphalt binders are, however, fractionated into two subdivisions, i.e., asphaltenes and maltenes as depicted in Figure 1. Asphaltenes (A) are defined as that fraction of the asphalt insoluble in n-pentane. The function of the asphaltenes is to serve as a bodying agent. Maltenes is the collective name for the remainder of the asphalt material left after precipitation of the asphaltenes. Four principle bodies of maltenes have been identified and each has a specific function. These four bodies are:

- Polar compounds or Nitrogen bases (N) - components of highly reactive resins, which act as a peptizer for the asphaltenes.
- First acidifins (A_1) - components of resinous hydrocarbons which function as a solvent for the peptized asphaltenes.
- Second acidifins (A_2) - components of slightly unsaturated hydrocarbons that also serve as a solvent for the peptized asphaltenes.

Robert E. Boyer

- Saturated hydrocarbons or paraffins (P) – components of hydrocarbons, which function as a jelling agent for the asphalt components.

The cementing agent in an asphalt pavement, the asphalt binder (normally 4-7% by weight) represents the component that experiences premature hardening as a result of oxidation. Asphalt pavements, which are structurally sound, deteriorate as a result of oxidation and occasionally as a result of incorrect design or improper construction practice. The first phenomena, that of oxidation, is prevalent in all asphalt pavements, and is the subject addressed in this discussion.

In tests conducted by Rostler and White (1), it was reported that the "A" and "P" asphalt components were the most stable; and the "N", "A₁", and "A₂" components were more subject to oxidation in descending order, respectively. Consequently, during oxidation the "N" components convert to "A" components rapidly while the conversion process for the "A₁" and "A₂" components proceed at a slower rate. This process results in an increase in the "A" fraction of asphalt with time, and decreases the "N", "A₁", and "A₂" components. It was also reported the "the maltenes parameter $(N+A_1)/(P+A_2)$, the ratio of chemically more active to less reactive components present in the asphalt binder, is a measure of predictable durability."

During the process of weathering or oxidation, the ratio of maltenes to asphaltenes is reduced with the result being a dry and brittle pavement. Therefore, if a rejuvenator is to successfully resurrect an aged facility, it must be able to penetrate the pavement and to a

Robert E. Boyer

limited depth improve or restore the maltenes to asphaltenes balance. A reasonable measure of the ability of a rejuvenator to improve a pavement's durability can be had:

- By comparing the penetration at 25°C (77°F) of the asphalt binder extracted from untreated and treated cores.
- By comparing the viscosity at 60°C (140°F) of the asphalt binder extracted from untreated and treated cores.
- By comparing the percentage loss of aggregate when untreated and treated samples are subjected to a pellet abrasion test.

The latter two methods were employed by Rostler and White (1) in laboratory tests performed on prototype asphalt rejuvenators. The use of asphalt viscosity and penetration values has been incorporated into the contract specifications for Federal and Public Works rejuvenation contracts.

In summary, the criteria for a rejuvenator must involve two phenomena:

- First, the product must contain maltenes fractions of asphalt in order to improve and balance the maltenes to asphaltenes ratio.
- Secondly, a test method must be employed to measure improved durability of a pavement; e.g., an asphalt penetration, viscosity, or abrasion loss test.

Robert E. Boyer

TEST PROGRAMS

Billions of square yards of asphalt pavements make up more than 93 percent of the U.S. pavement infrastructure, and there is a growing interest to employ rejuvenators as an economic pavement preservation technique. Documentation regarding asphalt pavement rejuvenator practice and performance is needed to support Agency Pavement Preservation Programs. Several research efforts have been conducted in an effort to document application of the asphalt rejuvenators. They include:

- A study sponsored by the Air Force Weapons Laboratory, dated May 1970, entitled "Rejuvenation of Asphalt Pavement" (1) which consisted of a laboratory investigation of five products. The method of investigation entailed preparation of sand/asphalt briquettes composed of graded Ottawa sand, Portland cement and asphalt of specified penetration values. Test briquettes were subjected to equal application rates of five rejuvenator products, aged until one-half of the volatile constituents of the rejuvenating agent was lost, and subsequently, subjected to various tests, including permeability, depth of penetration, viscosity, and pellet abrasion. The conclusion of this study revealed that Reclamite and Koppers Bituminous Pavement Rejuvenator (BPR) performed as asphalt rejuvenators in that the viscosity of the asphalt binder was improved and the loss of aggregate from the pellet abrasion test was substantially reduced by application of both products. This conclusion was based on comparisons with untreated control samples and the other products.

Robert E. Boyer

- Technical Report R690 (2), dated August 1970, sponsored by the Naval Facilities Engineering Command and conducted by the Naval Civil Engineering Laboratory at Port Hueneme, California, which consisted of a study of the claims of the proprietary product called Reclamite. The report approached the subject in a neutral manner and balanced the claims of the manufacturer against actual field use by several agencies, including several Federal users, the California State Division of Highways and several city and county governments. The conclusion was that the manufacturer's claims for the performance of Reclamite were essentially correct and no further investigations were required to determine the effectiveness of the product.
- Evaluation of Reclamite by the U.S. Navy as reported in their publication "Value Engineering," dated August 1973 (3). This report concerned the application of Reclamite on three roads at the Naval Weapons Center, China Lake, California. The project involved treating the three roads with Reclamite and retaining an untreated test section at each test site. At periodic intervals, judgements, photographs, and core samples for asphalt penetration measurements were taken to assess the effectiveness of the product. The test covered a period of almost two years. The conclusion of this evaluation revealed that field tests and laboratory reports "show conclusively that Reclamite does prolong the life of asphalt concrete pavements."
- A study, sponsored by the Air Force Civil Engineering Center and accomplished by the U.S. Army Corps of Engineers, Waterways Experiment Station, Vicksburg,

Robert E. Boyer

Mississippi, February 1976 (4), involved treating adjacent pavement areas at three Air Force bases with four proprietary rejuvenator products and an asphalt emulsion seal. The tests were conducted at a base in the dry, hot southwestern part of the United States, a base in the humid, hot southeastern part of the country, and a third base located in the cold north-central part of the country. The study covered a period of four years and reached the conclusion that Koppers BPR, Reclamite, and Petroset do rejuvenate the old asphalt binder while Gilsabind and SS-1 Asphalt Emulsion have a hardening effect. Other conclusions were reported, including an indication that the viscosity of treated asphalt is a better indicator of the rejuvenating effect of the materials tested than was the penetration test. There have been no comprehensive independent tests comparing the performance of asphalt rejuvenators since this study was completed (6). Since 1995, at least two rejuvenator products have been introduced into the market; however, the FAA continues to rely on the data presented in the Air Force study.

CASE EXPERIENCE

Asphalt rejuvenators have been used extensively by Federal, State, County and Municipal Agencies over the past 15 years, and predicated on past performance results, it is noted that there are clear-cut opinions regarding success of a rejuvenator product. Once a rejuvenator product has been used, a pavement engineer's opinion appears to be that the project was either totally successful, or completely ineffective. It is hypothesized that these diverse

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attitudes stem from proper and improper application of a product, rather than the performance of a product itself.

As rejuvenators increase in popularity, proprietary specifications are being given widespread use. Initially, this situation did not create any major problems, as the manufacture of rejuvenators was regional with competitive products separated by the distance across the United States. Typical examples of projects accomplished under method type specifications were US395, North of Carson City, Nevada, which was treated with Reclamite at a rate of .12 gallons per square yard in 1965, and an airfield pavement at Wright-Patterson AFB, Ohio, treated with Koppers BP at a rate of .15 gallons per square yard in 1972. As use of the products increased and competition intensified, proprietary specifications were challenged. Specifications were then written to permit competitive products. A specified rate was included in the contractual documents. This practice is common in current specifications. However, the rejuvenator products perform differently among themselves in a given environment, and differently within themselves in changing environments. Therefore, a given application rate, in most projects, does not insure a desired end product. In a project at Kincheloe AFB, Michigan, in the summer of 1974, a performance specification was used. The specification called for a 30 percent increase in the penetration of the asphalt in the top 1/4 inch of the pavement 60 days subsequent to application. Cores were required prior to treatment and 60 days subsequent to application. The contractor used Reclamite and achieved an average increase in the asphalt penetration of approximately 120 percent.

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Further restrictions are suggested to govern application rates to avoid unacceptable anti-skid, softness and/or performance characteristics. These were:

"The contractor shall be responsible for conducting preliminary testing to determine the proper application rate for the rejuvenator so as to achieve the required end results specified above. This shall be accomplished without causing the pavement to become unstable to 90 degree turns of an automobile at 5 MPH, or exhibit more than a 25 percent loss in measured friction resistance values at 12 hour periods subsequent to application of the rejuvenator," and

"Should the required increase in penetration value not be achieved, additional applications of the rejuvenator and mineral aggregate shall be made at application rates not to exceed 50 percent of the initial application rate. Retreatment and retesting shall be at the expense of the contractor. The Contracting Officer shall hold the contractor's performance bond in full force and effect until final test data indicates the work was completed in accordance with the specifications."

A contract was awarded in June 1976. The rejuvenator product Reclamite was used and the contract was accomplished and successfully completed with the above specification requirements in November 1976. This was the first documented case of using a rejuvenator emulsion performance specification on an asphalt pavement. Satisfactory performance guidelines or targets should be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder. In the case of asphalt pavements less than 2 years old, the viscosity shall be reduced by a minimum of 20 percent and the penetration shall be increased by a minimum of 10 percent. For asphalt

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pavements more than 2 years old, the viscosity shall be reduced by a minimum of 40 percent and the penetration value shall be increased by a minimum of 20 percent. Testing shall be performed on recovered asphalt binder from the pavement to a depth of three-eighths (3/8") inch. Standard ASTM Test methods to measure the viscosity @ 60°C (140°F) and penetration @ 25°C (77°F) on the recovered asphalt binder should be specified. Treated test cores will be extracted no sooner than 60 days following rejuvenation of pavement, or as approved by the Contracting Agency.

USING REJUVENATORS - GUIDE

All rejuvenators are applied in the same way--by spraying the chemical onto the pavement surface with an asphalt distributor. However, from this point the procedures vary because of the different products and because of the different end results desired. Discussion of the use of rejuvenators can be considered in three separate categories; new construction, maintenance, and re-construction.

Using a rejuvenator on new construction does not seem to be logical at first glance. However, it has been established that the greatest change in composition of an asphalt binder takes place during the manufacture of the hot mix asphalt (HMA). Applying a rejuvenator to a new surface a few weeks after it has been laid does several things to the pavement. Besides restoring the original asphalt properties that were lost in the HMA manufacture, the chemical assists in sealing the pavement as well as in improving the durability of the surface course.

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Maintenance can be subdivided into preventive and corrective maintenance. Preventive maintenance should be applied to pavements at the first signs of aging of the surface course, pitting, raveling, shrinkage, and cracking. Some pavement experts maintain that preventive maintenance should begin before any of these described signs occur. However, to do this, there must be a certain amount of clairvoyance involved in determining the right time before these conditions show up. Starting a maintenance program too early can become a costly item. Nonetheless, applying the rejuvenator at periodic intervals can restore the asphaltene-maltene balance so essential to maintain a ductile, pliable pavement. This type of preventive maintenance is particularly applicable to pavements in the hot, dry southwestern section of the country.

Corrective maintenance involves reworking and salvaging existing road mixes. Using a rejuvenator in this type of maintenance can facilitate scarifying and mixing. It will aid in re-plasticizing old asphalt and improve its durability. This form of maintenance should be considered when the road mix surface appears weathered and crusted and cannot be restored by applying only a rejuvenator.

The third category of rejuvenator use is that of re-construction. This involves more than applying a rejuvenator emulsion onto the surface and rolling the treated pavement. Work in the category is undertaken when the pavement has outlived its life; when preventive maintenance has failed to stop the pavement deterioration; or when a HMA overlay is to be placed over the existing pavement. The overlayment may be due to a need for increased

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structural strength, or it may be necessitated by failure of the old surface to respond to normal maintenance.

If the existing pavement possesses good structural qualities and the overlay is being placed to increase its strength, a rejuvenator can be applied to the old surface several days before the overlay is constructed. This application will cause the existing surface to soften, regain some of its original ductility, and will promote a good bond between the old and new surfaces.

Where the existing surface has progressed to a condition where cracking, pitting, and raveling has occurred, and it is feared that these structural deformations will reflect through the new pavement, different procedures are being advanced. Cracks as much as two inches deep in the airfield pavements at the civilian airport at Augusta, Georgia were repaired by a treatment with Koppers BPR and a lengthy follow-on program of constant rolling (5). Reclamite, on the other hand, has had excellent success with heater planing and heater mixing of old pavements. One of the most successful projects of this nature was completed at the El Paso International Airport. The heater-planer process involves heating the surface of the existing pavement with a traveling infrared heat source. Once the old asphalt is heated, it becomes very pliable for a short period of time. During this time of pliability, a sharp blade following the application of heat peels off the oxidized or deteriorated asphalt to the desired depth. The applicator truck follows immediately behind the heater-planer. Once the old asphalt is removed, the process is similar to that described previously, i.e., the rejuvenator helps to rejuvenate the old surface and promotes a good bond between the old

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and new pavements. The heater-scarified method is very much like the heater-planer method. The difference is that instead of planing off the old surface, the pavement is scarified to the desired depth, usually less than an inch, then treated with the rejuvenator. The new asphalt, if an overlay is to follow, is laid directly over the treated and scarified material. The thickness of the overlay lift may be as small as three-fourths to one inch.

An advantage of the heater-planer or heater-scarified method is readily evident when one considers grades and drainage when several overlays are applied to city streets. By continuing to use the existing material, restoring and balancing the asphaltene-maltene ratio through rejuvenators, expensive hot mix is no longer needed and design drainage elevations between curbs can be maintained for longer periods.

RECOMMENDATIONS

- Rejuvenators should be applied before raveling and other serious deterioration begins. A final conclusion reached is that problems may be experience with of improper rates
- The Using Agency should adopt a performance type specification.
- Develop a periodic maintenance program using rejuvenators in three to five year cycles will extend the life of existing pavements.
- The secret to proper rejuvenation application procedures is CAUTION. It is better to apply two or more low-rate applications of the emulsion to achieve the proper rate of application than to make only on pass and have it be too heavy. The

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project engineer must be wary of areas that might contain free oil, grease, petroleum, or asphalt when applying the chemical. The engineer must also take care not to apply the rejuvenator to a densely graded pavement or to a surface that has been treated in a manner that will prevent penetration by the rejuvenator.

CONCLUSIONS

An asphalt rejuvenator emulsion offers three beneficial reactions:

- Increases penetration values and lowers the viscosity of the asphalt binder in the top portion of the pavement, which extends the pavement's life cycle.
- Seals the pavement against intrusion of air and water, thereby slowing oxidation, preventing stripping and raveling and protects the pavement in-depth.
- Increases the durability of the asphalt binder in the top portion of the pavement by improving the balance of chemical fractions of the asphalt binder.

As in most engineering projects, the project specifications are as important as the project design. The specifications should require a given measure of results rather than payment for quantity of emulsion. The reason for using a rejuvenator is to improve or restore the viscous properties of the asphalt; therefore, requiring the rejuvenator to achieve a given measure of standard penetration or measure of viscosity will insure a more satisfactory result than simply specifying a given rate of application.

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REFERENCES

1. Rostler, F.S., and White, R.M., Rejuvenation of Asphalt Pavements, Materials Research and Development, Inc., Oakland, California, under Air Force Systems Command Contract F29601-69-C-0129 - May 1970.
2. Technical Report R690, Reclamite as a life Extender for Asphalt concrete pavements, Navy Facilities Engineering Command, Port Hueneme, California - August 1970.
3. Value Engineering, Report on Reclamite Usage, Naval Weapons Center, China Lake, California, Navy Facilities Engineering Command - Western Division, San Bruno, California 94066 - August 1973.
4. AFCEC-TR-76-3, Evaluation of rejuvenators for Bituminous Pavements, Air Force Civil Engineering Center, Tyndall Air Force Base, Florida 32401 - February 1976.
5. McGovern, E. W., Resume of Five Field Applications of Bituminous Pavement Rejuvenator, Unpublished Report, Koppers Company, Inc., Verona, Pennsylvania - July 10, 1963.
6. GAO/DRED-97-50R, Airfield Pavements : Use of Sealer/Rejuvenators to Extend Life of Airfields, United States General Accounting Office, Washington D.C. 20548 – February 27, 1997.

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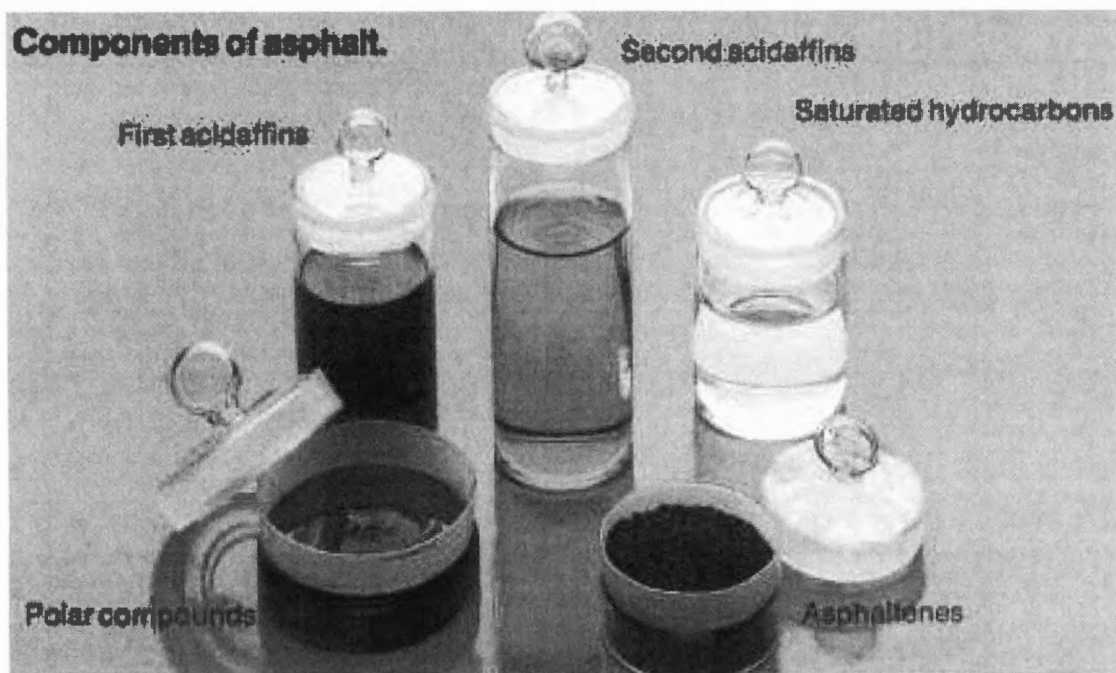


Figure 1. Asphalt Binder Fractions, Asphaltenes and Maltenes.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

February Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 26th day of February 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 Sole Source Contract 145-012024SS – CollectiveFleet Support and Maintenance with Collective Data, Inc. of Cedar Rapids, Iowa.

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

Done this 26th day of February 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

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: February 12, 2019
RE: Sole Source Approval – 145-012024SS – CollectiveFleet Support and Maintenance

Attached for signature is a Sole Source Request Form and contract for Boone County Road & Bridge with Collective Data, Inc. of Cedar Rapids, IA for annual fleet software support and maintenance.

CollectiveFleet is the current fleet maintenance software system used by the County and Collective Data is the publisher, holder of copyrights, and only source for support of said software.

Invoices will be paid from department 2040– RB - Maintenance Operations, account 70050 – Software Service Contract. Cost for this contract is: \$10,725.20

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Daily Tribune on January 11, 2019.

cc: Greg Edington, Road & Bridge
Contract File

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Road & Bridge
Person Requesting	Greg Edington
Date Requested	2/10/19
Contact Phone Number	449-8515

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

Signature

Date

SOLE SOURCE NUMBER:

145-012024SS
(Assigned by Purchasing)

COMMISSION APPROVAL:

Signature

Date

Expiration Date: 1/21/19 through 1/20/20

One Time Purchase (check)

Vendor Name	Collective Data
Vendor Address	460 12 th St SE, Suite 200, Cedar Rapids, IA 52401
Vendor Phone and Fax	Phone: 319-297-2127
Product Description	Fleet Maintenance Software Support, Maintenance, and Insurance
Estimated Cost	\$10,725.20
Department/Account #s) / Amt. Budgeted	2040 / 92302

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
 - Other - List (attach additional sheets if necessary) **Collective Fleet is the proprietary vendor for their CollectiveFleet software and sole source for support, maintenance, and updates.**

2. Briefly describe the commodity/material you are requesting and its function.
Support, maintenance, and updates for the current fleet maintenance software used by the County, CollectiveFleet.

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
Collective Data is the sole source proprietor of support and maintenance of the CollectiveFleet product.

4. What research has been done to verify this vendor as the only known source?

Attached letter from vendor.

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

Yes

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

Upgrades and updates for the software are available through Collective Data.

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

N/A

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)
Please provide document numbers.

Previously purchased on an RFP (33-03SEP13) awarded to Collective Data for the initial installation and setup of the software as well as support for 4 one-year periods.

10. What are the consequences of not securing this specific commodity/material?

Collective Data is the sole source for support of the current software. CollectiveFleet is trademarked and can only be purchased from Collective Data.

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
On-going. Current contract with firm pricing through 1/20/20.

November 29, 2018

To whom it may concern,

Collective Data, Inc. is the publisher, holder of all copyrights, and holder of the sole source for any software systems bearing the Collective Data name including collectiveFleet™ and any other Collective Data software product. Furthermore, Collective Data, Inc. is the exclusive distributor and trainer for this software title and is the sole source for support, maintenance and updates. Portions of our product are protected by trade secrets and are unique to Collective Data. The product name collectiveFleet™ is trademarked and this specific product must be purchased directly from Collective Data, Inc. No other entities currently have rights to distribute, sell, support, or profit collectiveFleet™ in any way. This is the only software company with access to the source code and database structure. Collective Data is a Fleet & Asset Software company based out of Cedar Rapids, Iowa with all source code written in the United States.

For more information, please don't hesitate to contact me at 319-297-2112, via e-mail at cridenour@collectivedata.com or visit our website at www.collectivedata.com.

Thank you,
Carrie Ridenour
cridenour@collectivedata.com
Sales Manager

**PURCHASE AGREEMENT FOR
CollectiveFleet Support and Maintenance
Term and Supply**

THIS AGREEMENT dated the 26th day of February 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Collective Data, Inc.** herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Primary Specifications for **CollectiveFleet Support and Maintenance**, CollectiveData, Inc. quote dated **December 12, 2018** and executed by **Listi Robinson** on behalf of the Contractor, Boone County Sole Source/No Substitute Fact Sheet for CollectiveFleet Support and Maintenance #145-012024SS, Boone County Standard Terms and Conditions, and Boone County Insurance Requirements. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with contractor's quote may be permanently maintained in the County Purchasing Office contract file for this quote if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to provide fleet maintenance software annual support and updates for the **Boone County Road & Bridge Office** as follows:

Annual Support and Maintenance	Price
1 st Year Maintenance	\$ 10,725.20

3. **Contract Duration** - This agreement shall commence on **January 21, 2019 and extend through January 20, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

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

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

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

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

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

COLLECTIVE DATA, INC.

By DocuSigned by:
Listi Robinson
4A31161AE8B34A9...
Title National Account Manager

**BOONE COUNTY, MISSOURI
BY: BOONE COUNTY COMMISSION**

DocuSigned by:
Daniel K. Atwill
4A448134CED624EE...
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charly Duffner
58E0ADD07A44F...
County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
7D32A4886F0495...
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.)

<u>DocuSigned by: Gene E. Probst by cj</u> 5D08ADD384244D...	<u>2/19/2019</u>	<u>2040 / 70050 / \$10,725.20</u>
Signature	Date	Appropriation Accounts

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability.

Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of

Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201



QUOTE

Boone County Public Works
Greg Edington
5551 South Bass Road
Columbia, MO 65201

Quote #: 7658
Date: 12/12/2018
Expiration Date: 01/20/2019

Item	Price
Annual Software Support, Maintenance & Insurance	\$10,725.20

Support includes:

- * All product maintenance updates
- * Free core version updates
- * Support via telephone and e-mail, 8 AM - 6 PM (Central), Monday through Friday
- * Online Support Center access including knowledge base, online user guides and training webinars
- * Access to software configuration services allowing you to adapt and add more onto the software
- * Assistance through remote diagnostic tools: (GoToMeeting, RDP, Citrix Client)
- * Four (4) hours of web based training

Coverage Dates: 1/21/2019 - 1/20/2020

The price of the Premium Support and Maintenance contract is calculated at 25% of the list price of the software plus any enhancement modules, customizations, additional users, courtesy vouchers, ongoing imports, etc. that have been added to your application since the inception of the last maintenance contract

Your Investment: \$10,725.20

Terms and Conditions

Quote prepared by:

Listi Robinson
lrobinson@collectivedata.com
319-297-2127

November 29, 2018

To whom it may concern,

Collective Data, Inc. is the publisher, holder of all copyrights, and holder of the sole source for any software systems bearing the Collective Data name including collectiveFleet™ and any other Collective Data software product. Furthermore, Collective Data, Inc. is the exclusive distributor and trainer for this software title and is the sole source for support, maintenance and updates. Portions of our product are protected by trade secrets and are unique to Collective Data. The product name collectiveFleet™ is trademarked and this specific product must be purchased directly from Collective Data, Inc. No other entities currently have rights to distribute, sell, support, or profit collectiveFleet™ in any way. This is the only software company with access to the source code and database structure. Collective Data is a Fleet & Asset Software company based out of Cedar Rapids, Iowa with all source code written in the United States.

For more information, please don't hesitate to contact me at 319-297-2112, via e-mail at cridenour@collectivedata.com or visit our website at www.collectivedata.com.

Thank you,
Carrie Ridenour
cridenour@collectivedata.com
Sales Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704	CONTACT NAME: Paige Thompson PHONE (A/C, No, Ext): 319-234-8888 FAX (A/C, No): 319-234-7702 E-MAIL ADDRESS: pthompson@pdc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Chubb Group of Ins Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED COLLDAT-01
 Collective Data Inc
 c/o Lynneita Volding
 460 12TH Ave SE Unit A-200
 Cedar Rapids IA 52401-2451

COVERAGES **CERTIFICATE NUMBER:** 1141136165 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		D94684158	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		197360-71-65	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		D94684171	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	000071774135	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Technology Errors & Omissions Retro Date: 1/1/2010			D9468416A	1/1/2019	1/1/2020	Limit of Insurance 2,000,000 Aggregate 2,000,000 Retention Each Claim \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The carrier will endeavor a 30 day notice of cancellation in regards to the General Liability, Business Auto, and Umbrella policies.

CERTIFICATE HOLDER Boone County, MO 613 E Ash Street Columbia MO 69520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



RFP Response,
Software Proposal:
RFP #33-03SEP13
Boone County-
Missouri

Sept 6, 2013

Collective Data, Inc.
230 2nd St. SE Ste. 414
Cedar Rapids, IA 52401
800-750-7638
Sean Taylor
staylor@collectivedata.com

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222200110001010

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A. Cover Page

Collective Data

Collective Data is pleased to respond to the Boone County's RFP for Fleet Management System Software. The following pages are designed to express our interest in working with the county to provide an industry leading solution that will meet your needs today and well into the future.

Company: Collective Data

Company Representative:

Address:

Phone:

e-mail:

Sean Taylor, Sr. Sales Consultant

230 2nd St SE, Ste 414

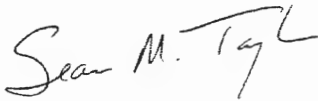
Cedar Rapids, IA 52401

800-750-7638 | 319-540-0388 (m)

staylor@collectivedata.com

Collective Data is excited to present you with the following proposal for our collectiveShop solution and look forward to working with the Boone County.

Signed:



Sean M. Taylor

Sr. Sales Consultant



B. Company Background:

Collective Data, originally founded as Champion Software in 1997, adopted the new name Collective Data in 2001 to better reflect the broad data management capabilities of its software products. Since its inception, Collective Data has worked to stay true to their promise of delivering:

- The most flexible and configurable product available
- The most productivity-gaining software for the investment
- The best blend of intuitiveness with features
- Expandable to replace more laborious systems
- Scalable to accommodate changes and growth
- Completely integrable with other systems/data
- Backed up by a customer-focused support and services team

All software products, including our proprietary application platform and all configured applications are completely written and supported by software designers and developers whom are employed in our corporate offices in Cedar Rapids, Iowa.

All Collective Data team members must have a strong passion for the unique product offerings we provide and the superior client focus and service we strive for. Our goal is to see our clients succeed with each and every endeavor they elect which involves Collective Data technology or applications.

Collective Data has deployed over 150 systems based on our latest core technology, and over 1000 systems throughout the history of our company. Although we service a multitude of markets, nearly 32% of our clients are State and Local Governments. The advanced core technology our software is built around provides a unique opportunity for our clients to deploy a system as an out-of-the-box solution, or to highly modify the system without sacrificing the ability to upgrade to newer systems when they come available.

Innovative software design combined with an experienced quality assurance and delivery staff means fewer technical problems. The stability of our software, the relatively straightforward installation process, and a support staff committed to providing accurate solutions the first time has been the hallmark of our service philosophy. Our clients consistently give us superior ratings in our client satisfaction surveys.

In our latest client survey, current clients using our latest generation software gave our support staff and service a 96% approval rating. Likewise, of all of our current clients, we have a retention rate over 90%.

Our goal is to see our clients derive the maximum benefit from our software. Our commitment to that goal drives us to provide a stable product using current technology,

highly trained, client focused support staff and a passion for solving challenges that asset-driven organizations face on a daily-basis.

Collective Data provides Fleet & Asset Management solutions to various industries throughout the world. We also provide support services for our products, training services, custom module creation, report & import creation services. Approximately 40% of our client base is considered government clients and is our largest single market niche. While we have over 1000 installations of our software we currently have approximately 200 clients on active support contracts.

C. Project Work Plan & Schedule:

See Attached Project Timeline Estimate Boone County RFP

Collective Data will be assigning Jon Sullivan as our lead project manager for this project. Jon will coordinate project status updates and itemized list of outstanding tasks and time lines. Jon will also coordinate all internal Collective Data resources to ensure the successful implementation of CollectiveShop.

Project Kickoff Meeting (1-5 days after executed contract is received by Collective Data or when specified by the Boone County)

- The project kick off meeting will be scheduled to discuss the items below. It is anticipated this meeting will not last more than 1 hour and will require the project coordinator and IT contact from the Boone County. In addition to our Project Manager Jon Sullivan and Abby Briney- Client Care Manager (AM) will be in attendance for Collective Data.
- Introductions to Abby Briney who will be assigned Account Manager for the Boone County and communicating on an ongoing basis with the Boone County as a post implementation contact.
- Establish items needed to move forward with the project plan from Boone County and Collective Data.
- Establish necessary data files needed from Boone County for development of the application. Collective Data will need copies of the files to be imported. This information will be required in order for Collective Data to complete this functionality.
- Discuss configurations and deployment time lines for delivery. To ensure all functionality is developed correctly, Collective Data will verify each configuration and establish a meeting with the Collective Data development team to discuss final specs and adjustments for final configuration (if needed).
- Address any questions from Boone County and set next communications meeting time.

D. System Description & Functionality

System Description

collectiveShop™

A comprehensive fleet management system that's geared toward **improving productivity in internal shop operations with multiple technicians**. Manage all work, the status of that work, improve communication, and make managing a complex shop operation easy.

System Functionality

Easy to navigate.

An easy-to-use navigation system throughout the software makes it simple to find records, perform tasks, and enter data even when dealing with thousands of pieces of equipment. The “quick find” feature works just like Google... as you type, all relevant records are displayed to help you find what you’re looking for. Shortcut buttons also make it easy to navigate from one section of the software to another.

Enhanced User Control

Collective Data provides you with many tools to let your IT Staff shine. Report, Security, Import, and Desktop editors are all at your fingertips. You and your staff can manage the building of new reports, setting up security profiles and managing your system over time as your needs change.

Work Order Management:

collectiveShop’s work flow management allows you to see what is going on in your shop at all times. You can filter by employee, status, or completion. See who has capacity to handle an emergency down situation. Your Mechanics will have a simple easy to use interface that is designed with touch screen in mind. Most technicians are in and out of the software in less than a minute without sacrificing you needs for essential data or extensive training on the system. Manage the interaction between your parts room and your technicians

Vehicle Management:

Manage all your vehicles by department, birth certificate, title information, responsible parties' even attachments and upfitting all in one area. Set up PM schedules and inspections based on grouping or individual equipment type. Manage your vehicle disposal process and lifecycle management. With collectiveShop's configurable reporting you can configure your analytics to your current methodology. Manage your vehicle throughout its entire lifecycle with the city.

Module Design:

All software products, including our proprietary application platform and all configured applications are completely written and supported by software designers and developers whom are employed in our corporate offices in Cedar Rapids, Iowa. Collective Data also has the ability to custom configure solutions to meet your existing or future needs.

Parts Management:

Collective Data products come with a fully integrated Part Management Module as part of the base package. Manage a single part room or multiple parts warehouses. With comprehensive tools and reporting you can manage your minimum and maximum stock levels by location, identify alternate or cross reference parts, manage part core charges or warranties with notification to technicians when they apply on any given work order.

Fuel Management:

Input your fuel data from any fueling source and track efficiency, watch for trends on fuel consumption or bill back fuel usage by department.

Department & Location Tracking:

Align your equipment with the department that has budget responsibility. Have the ability to report back costs and information by department. collectiveShop also gives you the ability to report on usage and manage fleet assignment and department or fleet rightsizing opportunities.

Reporting:

Collective Data's reporting tools allow you to select from over 100 stock reports, use our ad hoc reporting tools or custom build reports with our Reporting Editor. Just like our software you can use our "quick find" feature to filter results. Without having to build several versions of the same report you can quickly analyze how many of a particular brand is performing vs. the entire fleet. Separate out your costs by department assignment and distribute them through our Split and email feature. Reports can be printed, saved or emailed as a PDF or exported to CSV.

Web Portal:

collectiveShop comes standard with our Web Portal. This allows your users to access the most commonly used areas of the system via a web page. You can access with any device with an active internet connection and web browser. Access areas relating to:

- Maintenance Requests
- Reporting
- Meter Updating
- Equipment
- Parts Management
- Work Orders

System Security:

The software is designed to allow you to assign security rights by job function and location. Any area of the system can be restricted from access or by location. This allows you to manage the work flow and enhance ease of use by not making available items that are not relevant to the job function performed by the user.

Risk Management:

collectiveShop comes standard with a risk management suite that allows you to comprehensively track Accidents and Claims, Traffic Violations and Workplace Incidents. In conjunction with reporting you now have a method to enforce your policies as they relate to various risk management metrics.

E. Annual Software and Maintenance, Updates & Support:

Collective Data strives to provide the best customer support possible. We're dedicated to fixing any issues that may arise in the implementation of an enterprise software solution. And it shows. We received a **96% positive support rating** on our customer satisfaction survey last year.

What's included in support?

Technical Support is included for the first year with your purchase at our premium level.

- All product maintenance updates and upgrades
- Telephone support, 8-5 PM CST Monday-Friday
- E-mail support: support@collectivedata.com
- 24-hour online Knowledge Base and webinar videos:
 - <http://support.collectivedata.com>
- Assistance through remote diagnosis tools:
 - (GoToMeeting, RDP, Citrix Client)
- Provide support related documentation on request
- 2 hours of free web-based training depending on the software you purchase.



Maintenance renewals are based on two options:

- **Standard Support** = 15% of the software costs. This includes live support 8:00am to 5:00pm CST, all maintenance and system updates, and complete access to client care webinars and our online knowledge database. Support renewal is calculated at 15% of List Price plus any new customizations/ongoing Imports/etc. that may be added after initial sale. Excludes training, hardware or one time Imports.

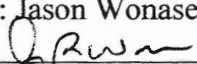
- **Premium Support** = 25% of the software costs. This includes live support 8:00am to 5:00pm CST, all maintenance and system updates, two hours of web conference training, complete access to client care webinars and our online knowledge database, and Supported Version Guarantee. This means you will always be on a supported version (EX: we are on version 5.5, if we jump to 6.0 and decide to no longer support 5.5, then with this support agreement option you would get upgraded free of charge and your new support cost would be based on the software price at that time, doesn't include any new add on's that you might request, one base system). Support renewal is calculated at 25% of List Price plus any new customizations/ongoing Imports/etc. that may be added after initial sale. Excludes training, hardware or one time Imports.

Attached is a copy of our Support Agreement for your review.

F. Cost Proposal & Response Pricing Page

A full pricing proposal has been attached for your review. The excerpt below is a breakdown of the costs of the proposed system based on requirements in Exhibit A.

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: Collective Data
Address: 230 2nd St. SE, Ste 414
Cedar Rapids, IA 52401
Telephone: 800-750-7638 Fax: 319-364-4306
Federal Tax ID (or Social Security #): 39-1889090
Print Name: Jason Wonase Title: President
Signature:  Date: 9/4/13
E-Mail Address: jason@collectivedata.com



Item #	Description	Quantity	Unit Price	Extended Total
6.1	Base Software Package including installation & implementation	1	\$ 52430*	\$ 52430*
6.2.	Hardware: Barcode Printer (<i>if County's current Dymo LabelWriter 400 Turbo label printer is not compatible</i>)	1	\$	\$
6.3.	Hardware: Handheld Data Collection Device (scanner)	1	\$	\$
6.4.	Data Import/Conversion	1	\$ 10,000	\$10,000
6.5.	Training	1	\$ 7,500	\$ 7,500
6.6.	First Year Software Maintenance	1	\$ included	\$included
6.7.	TOTAL			\$ 69,930

* A full breakdown of our pricing proposal is attached as well as an optional item for our Auto Email Task Notification Module priced at \$2,500. Any modules can be split out and added at a later time with no disruption in services. We have included modules based on the requirement of Schedule A, if not all requirements are necessary Collective Data can consult with you on which functionality can be removed and still meet your functional requirements.

6.8. On-Going Software Maintenance

2nd Year \$ 13,107.50

3rd Year \$ 13107.50

4th Year \$ 13762.90

5th Year \$ 13762.90

All support costs are based on the submitted configuration and may increase or decrease based on the final solution or additional modules or configurations to the solution in the future.

6.9 Purchasing Cooperative:

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

Yes- for the exact same configuration for a period of 1 year.

G. Collective Data References

City of O'Fallon Missouri
John Griesenauer
636-379-5501
ygriesenauer@ofallon.mo.us

Date of Contract: 12/31/12
Length of Contract: 1 yr with annual renewals
Description of prior services:
collectiveShop 5.5, Auto Email, Predefined parts & labor, Exception reporting, VMRS codes, & Parts kit modules. Training Services

City of Jonesborough
Gary Lykins
423-753-1002
G_lykins@embarqmail.com or fleet1779@yahoo.com

Date of Contract: 6/4/07
Length of Contract: 1 yr with annual renewals
Description of prior services:
collectiveShop 5.5, Petro/Phoenix Fuel Import Training Services

City of Raleigh Police
Lawrence Cullipher
919-996-1149
Lawrence.cullipher@raleighnc.org

Date of Contract: 6/14/05
Length of Contract: 1 yr with annual renewals
Description of prior services:
collectiveFleet 5.5, Object Revolution, Predefined Parts & Labor and Part kit modules. Training Services

H. Exhibit A: Fleet Management System Features

See attached Completed Exhibit A by Collective Data in response to section 3.3 Scope of Work.

I. System Requirements

See Attached Exhibit B for hardware requirements.

J. Sample Contract & Insurance

Collective Data is able to comply with the Insurance requirements as presented in the RFP and will provide an Insurance certificate upon award of the RFP. Attached for your review is a copy of our ELUA (Exhibit G) and Support Agreements (exhibit H).

K. Additional Documentation

Exhibit D- Detailed Pricing Breakdown
Executed e-Verify Documentation as requested

Exhibit A
Collective Data response to RFP #33-03Sep13

3.0 SCOPE OF SERVICES Responses by Collective Data

3.3 Scope of Services:

3.3.1. The system must be a real-time application, thus updating all files as the transaction occurs, not in a batch mode. However, electronic fuel transfers will operate in a batch mode. The system must be fully integrated, thus no data will be entered separately into two different software modules.

Collective Data is recommending our collectiveShop solution which is a client server solution with a real time Web Portal to allow for data entry at multiple entry points simultaneously.

3.3.2. All data from current system must be extracted and imported into the new Fleet Maintenance Software. The cost for such extraction and importation shall be noted on the corresponding line on the Pricing Page.

Collective Data has addressed this as part of the pricing proposal

3.3.3. Preferred Platform for Software

3.3.3.1 Vendor must specify preferred server platform and hardware requirements within proposal response.

collectiveShop is designed for the Windows platform. See Exhibit B for additional information on requirements and recommendations.

3.3.3.2 Must be compatible with and function within an MS Active Directory network environment

collectiveShop with Active Directory module will work with the MS Active Director network environment.

3.3.4 Software Licensing Requirements

3.3.4.1 At least two administrative seats and five service technicians. Vendor shall state whether software license is concurrent usage or per computer. Software license terms must be for the lifetime of the software.

collectiveShop is licensed concurrently. The base software comes with 5 concurrent users. Collective Data is recommending 10 concurrent licenses for your implementation. Additional licenses can be obtained at any time at an additional cost. Attached is Exhibit G for EULA and Exhibit H Support Agreement. The software is purchased as a perpetual license with annual options to renew support.

3.3.5. System Features

3.3.5.1. On-Line Help. The software must have context sensitive help that can be easily accessed using a function key. This must include comprehensive documentation that includes reports, data entry and display screens.

collectiveShop had extensive online help that can be displayed as a PDF or HTML.

3.3.5.2. Print-it Feature. The software must have the capability of viewing all reports on the screen, then choosing or not choosing to print the report. The user must be able to view the entire report by either condensing the size of the print on the screen or by using designated keystrokes to move up/down, right/left.

collectiveShop is compliant with the above requirement. collectiveShop has the ability to do print preview, print, export to PDF or email via PDF or export to CSV. All reports are also filterable to allow you to search for elements within the report and print or distribute a subsection of the report.

3.3.5.3. User Security. The software must have an optional security system by user ID and password. Each user ID has access to functions in the system they are given rights to.

collectiveShop comes with the ability for the administrators to create unlimited security profiles. Each profile can be defined by location or department to restrict access to just the group of vehicles they are responsible for, by section, tab or field within the software as well as determining the type of rights each person has within each area or field.

Exhibit A
Collective Data response to RFP #33-03Sep13

3.3.5.4. Management Security. If the optional user security is turned off, there must be management security passwords protecting mechanic wage information, purge functions and system parameter options from general access.

collectiveShop security profiles can accommodate this request.

3.3.6. System Parameters

3.3.6.1. The software must have a number of system parameters designed to allow the user to define certain features and to determine if a number of these features will be used. The following parameters should be included:

a. Customer Billing. Option allows customers to have their own labor, tires, and parts markups, and tax rates

This functionality is available with our CRM module.

b. Work Order Reason Codes. Option allows the user to track the reason a work order is opened; user definable up to 99 codes.

collectiveShop has the ability for the system to manage unlimited user defined Work Order Reason Codes.

c. Shop Codes on WO's. Option allowing the user to assign shop numbers on a work order.

Base functionality within collectiveShop.

d. Part Pick List. Option compiles a list of parts needed for preventative maintenance and other repairs that will print with the work order.

Required functionality is part of our Predefined Parts and Labor module.

3.3.7. Vehicle Inventory

3.3.7.1. At least an 8 Character Alphanumeric Vehicle Number -Yes

3.3.7.2. At least a 4 Character Alphanumeric Department Field -Yes

3.3.7.3. Yr., Make, Model Fields -Yes

3.3.7.4. Vehicle Size Classifications: L=Light , M=Medium, H=Heavy, T=Trailer, O=Other

Yes

3.3.7.5. Location – at least a 20 Digit Alphanumeric Field -Yes

3.3.7.6. Registration Number (Fixed Asset Number) -Yes

3.3.7.7. Serial Number -Yes

3.3.7.8. Main Odometer Unit Selection of: Miles, Hours, Units, Kilometers, or Gallons -Yes

3.3.7.9. Each vehicle can be assigned up to 4 alternate meters. -Yes with configuration

3.3.7.10. Purchase Date - Yes

3.3.7.11. In-Service Date - Yes

3.3.7.12. Engine Make – Yes

3.3.7.13. Engine Model – Yes

3.3.7.14. Transmission Make- Yes

3.3.7.15. Transmission Model –Yes

3.3.7.16. Tons –Yes

3.3.7.17. Front Axle- Yes

3.3.7.18. Wheel Size – Yes

3.3.7.19. Tire Size –Yes

3.3.7.20. Tire, ply, etc. –Yes

3.3.7.21. Unit GVW – Yes

3.3.7.22. Wheel Base - Yes

3.3.7.23. Alternator Make, Alternator Amps – Yes

3.3.7.24. Brake - Yes

Exhibit A
Collective Data response to RFP #33-03Sep13

- 3.3.7.25. Steering - Yes
- 3.3.7.26. Spec Body Make, Spec Body Model, Spec Equipment – Yes
- 3.3.7.27. Purchase Price, Current Value, Trade in Value - Yes
- 3.3.7.28. Licensing, Insurance, and Depreciation fixed cost fields - Yes
- 3.3.7.29. License Expiration – Period - Yes
- 3.3.7.30. System shall carry unlimited user defined designated fields for unit and class - Yes
that also offer non access security read. – Yes through security settings
- 3.3.7.31. Oil Part Number and Quart Capacity - Yes
- 3.3.7.32. Transmission Fluid Part Number and Quart Capacity - yes
- 3.3.7.33. Tire Count/Max - yes
- 3.3.7.34. Service Notes: Minimum of 60 Characters to print on PM Due Report - Yes
- 3.3.7.35. Tank Capacity, Vehicle Average MPG - Yes
- 3.3.7.36. Highway Tax – Yes with Trip Module
- 3.3.7.37. PM scheduling for over 100 types of PM’s specific to each vehicle - Yes
- 3.3.7.38. PM scheduling by time and/or miles, hours, kilometers, units, gallons and alternate meters - Yes
- 3.3.7.39. PM part kit identification number for each PM – Yes, with Part Kit module
- 3.3.7.40. The ability to include 1 PM or more within another (nesting). -Yes
- 3.3.7.41. State Inspection Scheduling - Yes
- 3.3.7.42. The ability to assign unlimited pieces of equipment to a vehicle. For example CB Radios, Wheel Chair Lifts, ect. - Yes
- 3.3.7.43. Unlimited notes attached to each vehicle - Yes
- 3.3.7.44. The ability to track fuel taxes on a vehicle – Yes with IFTA module
- 3.3.7.45. The ability to display the vehicle/equipment master record by vehicle number, VIN number, registration number or license plate number. - Yes
- 3.3.7.46. A vehicle’s facility, department, number, class, or location can be changed at any time. All history must be transferred with the vehicle. - Yes
- 3.3.7.47. A vehicle’s customer number may be changed at any time. All repair history must remain with the customer assigned at the time the repair is done. - Yes
- 3.3.7.48. Any vehicle master record can be copied to another so only information that is different will need to be entered. (Optional) – Yes- Cloning option
- 3.3.7.49. A vehicle warranty system must be available to track bumper-to-bumper warranties. - Yes
- 3.3.7.50. The vehicle warranty system must also track component warranties by VMRS code, for original equipment warranties, dealer extended warranties, or repairs done by outside vendors. Enter hours/miles and/or months of warranties. - Yes
- 3.3.7.51. The vehicle warranty system must integrate with the system’s work order process by immediately flagging warranty repairs. - Yes
- 3.3.7.52. The system must have an odometer change routine that is used when an odometer breaks or rolls over. This routine allows the system to track the life miles of a vehicle even if the odometer reading is different. - Yes
- 3.3.7.53. The odometer change routine automatically adjusts and updates the preventative maintenance schedule for a vehicle. - Yes
- 3.3.7.54. Preventative maintenance due reports can sort on vehicle number, vehicle location, and vehicle department fields. Yes

Exhibit A

Collective Data response to RFP #33-03Sep13

3.3.7.55. Preventative maintenance reports can be selected to print or view PM's due within a specified date range. Yes

3.3.7.56. Preventative maintenance reports can be selected to print all PM levels due or a single PM level. – Yes filtering

3.3.7.57. Preventative maintenance due reports can be selected on: past due, now due, due within the next "X" days, and/or next X miles, hours, or gallons. – Yes

3.3.7.58. The system can print and e-mail preventative maintenance notification cards. – Yes reminder emails can be sent or optional Auto Email module can be employed.

3.3.7.59. PM completion is automatically posted through the Work Order Module and/or by a special posting routine. – Yes data is updated in real time.

3.3.8. Vehicle Cost Reports

3.3.8.1. Repair history reports are available that can be sorted by department or vehicle and by a range of repair codes and dates. It will print major repair categories and list detail repair data that includes the description, parts and labor costs, for each vehicle. Yes

3.3.8.2. The repair history report will summarize parts and labor cost totals and percentages of expenditure for each major repair category. It will also print the cost per mile of each major repair code for the current period, year-to-date, or life-to-date of the vehicle. Yes

3.3.8.3. Cost per mile/hour reports are available by dept., vehicle, or make/yr. Prints period, year-to-date, life-to-date figures. Prints cost per mile/hour for tires, maintenance, miles per quart of oil. Prints license, insurance, depreciation expenses and fixed cost per mile, miles/hours per gallon. Yes

3.3.8.4. The cost per mile/hour reports produce totals for the range of vehicles specified and sub-totals for each department. (Optional) Yes

3.3.8.5. **Total Cost Reports.** Sorts by department, and/or vehicle. Prints period, year-to-date, life-to-date figures. Prints miles driven, gallons of fuel consumed, oil usage, tire cost, labor hours and cost, outside repairs, total repair costs, total maintenance cost, breakdowns, and utilization. Can group costs by repair reason or type. Yes

3.3.8.6. **Fleet Cost Reporting.** Calculates burdened hourly shop labor rate using data collected such as direct labor hours plus user-defined data of other costs. Yes

3.3.9. Fuel Interface Module

3.3.9.1. **Fuel Entry.** Input miles/hours, gallons, date, state, days utilized, and cost of fuel if outside vendor. Automatically updates odometer readings and PM schedules. Yes

3.3.9.2. **Electronic Fuel Interface.** Software shall accept data from an Electronic Fueling system and use this data to update associated files. Any fueling system is acceptable as long as data is compatible with Fuel Master fuel systems batch file.

Yes with Manual Fuel Import option. collectiveShop is also built with the future in mind. Our flexible import options allow you to import data from any system or Collective Data can provide these services for you.

3.3.10. Parts Inventory Module

3.3.10.1. Fully integrates with work orders. Yes

3.3.10.2. At least a 15 character alpha-numeric part number. – Yes

3.3.10.3. Minimum of 5 vendors for each part with corresponding cross-reference numbers, manufacturer, and last price paid. – Yes

3.3.10.4. At least a 6 character alpha-numeric bin location. – Yes

Exhibit A
Collective Data response to RFP #33-03Sep13

- 3.3.10.5. Average price costing method with the ability to use LIFO or FIFO. collectiveShop utilizes a FIFO method for parts inventory.
- 3.3.10.6. Ability to mark up average price by user-defined percentage for an individual part. Yes With system Configuration
- 3.3.10.7. Ability to lock in part price charged to a vehicle regardless of the average price. - Yes
- 3.3.10.8. Ability to mark up non-inventory parts by a user-defined percentage. - Yes
- 3.3.10.9. Ability to flag a part as either a stocking or non-stocking part. – Yes
- 3.3.10.10. Ability to assign up to eight, four-character fits codes for each part. This allows the user to print a list of parts that fit on a vehicle type. – Yes
- 3.3.10.11. Up to 5 stocking locations per facility for 1 facility. Yes
- 3.3.10.12. Tracks accumulated parts usage per period and year to date. - Yes
- 3.3.10.13. The option of user-defined reorder points and quantities or system-adjusted reorder points and quantities on a part-by-part basis. - Yes
- 3.3.10.14. System displays the current on-order quantity - Yes
- 3.3.10.15. Back order quantity. - Yes
- 3.3.10.16. Last invoice number and date. - Yes
- 3.3.10.17. Part types: part, oil, tire, fuel, antifreeze, nfr -Yes
- 3.3.10.18. Tracks part warranties by miles/hours and/or months. - Yes
- 3.3.10.19. Tracks component failure statistics by miles/hours and/or months. Yes
- 3.3.10.20. Part renumber utility. – Yes with our Table Editor
- 3.3.10.21. Part kits: up to 20 parts with associated quantities. Yes with Part Kit Module
- 3.3.10.22. Ability to take inventory using barcoding and a handheld data collection device. Data collected can be downloaded into parts inventory, compared to quantities-on-hand and adjusted simultaneously. – Yes
- 3.3.10.23. Ability to adjust parts inventory or back out a transaction. Yes
- 3.3.10.24. Ability to print regular or barcode tags for parts or bins. – Yes
- 3.3.10.25. Ability to read vendor barcodes. Yes standard UPC codes

3.3.11. Part Inventory Lists

- 3.3.11.1. By Part Number. - Yes
- 3.3.11.2. By Cross Reference Part Number. Yes
- 3.3.11.3. By Vendor - Yes
- 3.3.11.4. Non-Stock Parts.- Yes
- 3.3.11.5. By Bin Location. - Yes
- 3.3.11.6. By Part Name. - Yes
- 3.3.11.7. Part-Kit List. – Yes when used with parts kits module
- 3.3.11.8. Distribution List: For inventory purposes; Prints by bin location, all parts or just stocking parts, print with quantity-on-hand or with blank quantities, with or without barcodes. – yes

3.3.12. Parts Management Reports

- 3.3.12.1. Low use report prints parts on file with 1-13 consecutive periods of zero use. Yes
- 3.3.12.2. General use report by vendor or part number. Report lists quantities used per part per period. - Yes
- 3.3.12.3. Inventory Balance Report. - Yes
- 3.3.12.4. Parts adjustment report. Yes
- 3.3.12.5. Parts usage by work order. This report lists for a single part or all parts, the repair order, vehicle, part number, repair code, transaction date, quantity, price and total charged to a work order. - Yes

Exhibit A
Collective Data response to RFP #33-03Sep13

- 3.3.12.6. Part failure analysis. Prints where in the life cycle each track able/warranty part fails by miles and/or months, for the period, year, and life-to-date. - Yes
- 3.3.12.7. Warranty reporting by part or vehicle number. – Yes

3.3.13. Vendor Information

- 3.3.13.1. Vendor Number (minimum 6 numeric digits). Yes
- 3.3.13.2. Vendor Abbreviation (minimum 6 alpha). Yes
- 3.3.13.3. Name, Address, City, State, Zip. Yes
- 3.3.13.4. Vendor Phone Number, Contact. Yes
- 3.3.13.5. Last Purchase Date. Yes
- 3.3.13.6. Year-to-date purchases. – Yes

3.3.14. Work Orders

- 3.3.14.1. The software must use VMRS format to specify labor codes. The software has the capability of defining difficulty factors that allow the user to designate up to 5 different time estimates for a single labor code depending on how difficult a task is on a specific vehicle or vehicle class. – Yes with VMRS codes
- 3.3.14.2. Capability of processing work orders in both real time or batch mode. – collectiveShop solution is a real time solution. It does not have a batch option in the base system. We do offer a sync & store solution at an optional \$2500 per seat.
- 3.3.14.3. Use of VMRS Repair Codes, 3 digit, 6 digit, or 9 digit level. Yes
- 3.3.14.4. Easy access to vehicle master file from work order processing. - Yes
- 3.3.14.5. Job related repair history displays when building or processing a work order. - Yes
- 3.3.14.6. Access to all repair history on file when building or processing a work order. - Yes
- 3.3.14.7. PM's due will display when building a work order. - Yes
- 3.3.14.8. VMRS, vehicle, customer, vendor, mechanics, parts look-up help screens throughout. - Yes
- 3.3.14.9. Tracks outside repairs including vendor, purchase order number, outside parts, and outside labor. - Yes
- 3.3.14.10. Ability to create template work orders to use over and over again with an unlimited checklist. Yes- Cloning function
- 3.3.14.11. Optional repair order priority codes – minimum 9 user defined. - Yes
- 3.3.14.12. Optional work order reason codes – minimum 99 user defined. – Yes
- 3.3.14.13. Optional work accomplished codes – minimum 20 user defined. - Yes
- 3.3.14.14. Optional work order line cause codes – minimum 15 user defined. - Yes
- 3.3.14.15. Work description codes – minimum 10 user defined. - Yes
- 3.3.14.16. Ability to edit codes once entered. - Yes
- 3.3.14.17. Ability to change work order post date. - Yes
- 3.3.14.18. Up to 99 repair lines per work order. – Yes, unlimited
- 3.3.14.19. Up to 5 lines (300 characters) notes per each work order line. Yes
- 3.3.14.20. Up to 3 lines (180 characters) master notes when closing work order. – Yes
- 3.3.14.21. Ability to add part record on-the-fly. Yes
- 3.3.14.22. Fully integrated parts module, automatic depletion of inventory when part is posted. Yes
- 3.3.14.23: Parts and labor warranty credits can be entered. – Yes
- 3.3.14.24. User has the option of accepting the current odometer reading of a vehicle when creating a work order or requiring entry of an odometer reading. Yes
- 3.3.14.25. User has option of system sequentially numbering work orders or assigning their own. – Yes
- 3.3.14.26. User has the option to allow the override of the mechanic's labor rate, part cost or tire cost during work order post routine. - Yes

Exhibit A
Collective Data response to RFP #33-03Sep13

3.3.14.27. Work order post routine updates vehicle history, cost reports, mechanic productivity, and repair order transaction files. – Yes

3.3.14.28. Open work order line report is available by work order priority code or create date. This report prints each open work order line, when it was last updated, the posted parts amount, labor amount and labor hours. - Yes

3.3.14.29. A work order scheduling report is available by shop code, open work orders (yes or no). This report sorts by priority code, and prints the work order number, vehicle, customer, create date, number of jobs scheduled, number of jobs complete, and scheduled hours. Yes

3.3.14.30. The system can print, sort, and total work order by number, date, or customer, and select open, closed, or both. - Yes

3.3.15. Paperless Shop Module (Optional)

3.3.15.1. Uses computer workstations in a real-time mode on the shop floor. Yes collectiveShop's technician view is designed for quick data entry and to be used ideally with a touch screen monitor.

3.3.15.2. Mechanics clock on and off assigned jobs and indirect jobs such as fueling vehicles, or cleaning shop floor, at the mechanic workstation. - Yes

3.3.15.3. An unlimited number of jobs can be assigned to each mechanic. – Yes and you can monitor current job progress on the shop floor.

3.3.15.4. The system calculates the actual time spent on a job, tracking the mechanic's entire work day. Yes

3.3.15.5. The mechanic can clock off a job prior to its completion, start another job, then clock back on a previous job. The system will accumulate the total time spent. Yes they can also clock into indirect labor tasks such as shop maintenance as defined by the administrator

3.3.15.6. Mechanics and/or parts personnel can be given the rights to post parts used on a job, including tires. – Yes

3.3.15.7. Mechanics and/or parts personnel can use a barcode reader to post parts on a work order in paperless shop. Yes

3.3.15.8. Management personnel can add, delete, and reprioritize jobs assigned to a mechanic throughout the workday -- Yes

3.3.15.9. The system is tracking the actual time spent on the job versus the estimated time. The program is keeping all records up-to-date and accurate in a real-time mode. Yes with the predefined parts and labor module.

3.3.16. Tire Module – Software shall supply a tire record file for each tire owned or leased by the user, indicating:

3.3.16.1. Tire number. - Yes

3.3.16.2. Vehicle mounted on. - Yes

3.3.16.3. Tire position - Yes

3.3.16.4. Number of caps. -Yes

3.3.16.5. Capper number. -Yes

3.3.16.6. Tire size. -Yes

3.3.16.7. Tire type. -Yes

3.3.16.8. Total cost. -Yes

3.3.16.9. Mounted odometer. Yes

3.3.16.10. Tread type. Yes

3.3.16.11. Ply rating. Yes

3.3.16.12. Current vehicle odometer. Yes

Exhibit A

Collective Data response to RFP #33-03Sep13

3.3.17. Tire Reporting (Optional)

3.3.17.1. Software provides a report to project the number of tires due to fail over a specified number of periods based on the tire's mileage and wear characteristics. - Yes

3.3.17.2. Software provides manufacturer and cappers cost and performance reports. - Yes

3.3.17.3. Software provides tire life transaction reports by all transactions or a particular type of transaction such as send capper. -Yes

3.3.17.4. Software provides inventory lists by tire or vehicle. – Yes

3.3.18. Image Viewer (Optional) – The software may have the ability to attach and view from within the software any text or image file. The image viewer can be used to attach files to the following areas of the software:

Parts: MSDS sheets, schematics, warranties **Vehicles:** Photo, accident damage picture, accident report, original specs **Vendors:** Warranties, return policies, location, product lines, pricing structure **Facilities:** Photo, map/directions, shop and building layout **Customers:** Contracts, payment history, capitalization approvals **Departments:** Building layouts and schematics, correspondence, contracts **Purchase Orders:** Signed receipts, invoices, credit slips **Work Orders:** Damage photos and reports, modification approvals, old part pictures **Estimate Work Orders:** Photos, signed agreement, additional notes **Tools:** Photo, schematics, warranty **Tires:** Warranty, photo **Employees:** Application, certificates, drivers license, insurance **Mounted Equipment:** Photo installed, schematics, warranty **Fuel Pumps & Tanks:** UST information, pressure tests, certifications, schematics **Motor Pool Reservations:** Accident damages, photos, signed contracts, drivers license, insurance.

collectiveShop with the EAM module allows for the attaching of unlimited documents to various places throughout the software including the areas identified above.

3.3.19. Bar Coding

3.3.19.1. The software must accept bar coded entry for unit related entries, parts, inventory, PO parts received, and allow for bin location. - Yes

3.3.19.2. Software supports label printing when receiving parts. - Yes

3.3.19.3. Parts can be scanned to WO - Yes

3.3.19.4. When receiving a part, the system auto-creates an audit trail to support accurate inventory analysis and work order posting. - Yes

3.3.19.5. Bar codes can be uniquely created for equipment and personnel identification. – Yes

3.3.20. Dashboard -Run separately from main system, software supports user dashboards that highlight realtime data for preventive maintenance stats, work order line entries, purchase orders, vehicle status, labor hour and other monitoring widgets.

Yes with our Mission Control Module, each person with access to Mission Control can monitor and track their own unique KPI's. Mission Control is the next generation of Dashboard tools allowing you to see items you desire and have the ability to drill down to the root cause affecting the KPI.

3.3.21. Report Writing

3.3.21.1. Data can be sorted in any order based on any field or any combination of up to nine different fields. - Yes

3.3.21.2. Software supports and uses alternate index keys so many report orders can be used without sorting. – Yes with filtering functionality

3.3.21.3. Based on index keys, file reads can be started and stopped at specific locations so that data from large files can be extracted very quickly. – Yes

Exhibit A
Collective Data response to RFP #33-03Sep13

Formatting

3.3.21.4. User can control every position on every line, so that reports can be tailored to the exact format requirement. – Yes with Reporting editor, any data captured in the system can be reported on in any format.

3.3.21.5. Reporting on subtotals and/or totals without detail is possible. – Yes

3.3.21.6. Subtotal and/or total information can be directed to one output device or method while detail is sent to another. – Yes

3.3.21.7. Nested subtotals are supported to nine levels all automatically. – Yes

3.3.21.8. Multiple records per line or multiple lines per record are supported. - Yes

3.3.21.9. Page lengths, headings, footers are supported. – Yes

3.3.21.10. Field editing can be defaulted or custom designed with edit masks (templates). Yes with Object Revolution

3.3.21.11. System constants (date, time, page and records counters, etc.) are available for inclusion in reports. – Yes

Output

3.3.21.12. Output can be directed to printers or screens in the same report. - Yes

3.3.21.13. Output can be directed to character separated files for exporting to other packages. – Yes in CSV

3.3.21.14. Data can be sent to an interim file for later, subsequent reporting. – Yes

3.3.21.15. Output modes can be changed on the fly so development work can be done at a terminal and final output can be directed to any printer. - Yes

3.3.21.16. All screen output is captured so final reports can be scrolled backwards, forwards and side to side without limits. - Yes

3.3.21.17. Saved reports can be run in the background on multi-user computers or run sequentially unattended in a single-user environment. – Yes with Exception Reporting module

Training

At a minimum, the vendor must supply user documentation, on-site training and/or web-based training, and technical support as required by the County. The vendor must also supply on-line and toll free telephone help for its proposed solution.

Each bidder must provide the names of the employees who will be directly involved in this project and their experience in providing and installing fleet management system software.

Provide a detailed description of the training proposed. Indicate if training can be accomplished on site or if personnel will need to travel to a training site. The following additional information is to be provided in regards to training:

Exhibit A
Collective Data response to RFP #33-03Sep13

Project Management Team:

Sean Taylor- Sr Sales Consultant- 5+ years experience
Jon Sullivan- Project Manager/Development Manager- 5+ years experience
Abbey Briney- Account Manager- 5+ years experience
Thad Trier- Sr. Trainer- 5+ years experience
Randy Ridenour- Sr. Trainer- 3+ years experience
Mark Zollo- Distribution/ Tech Support 15+ years
Steve Neal- Development 2 years
Tim Banko- Development 2 years

3.4.1. References for Training

City of O'Fallon - John Griesenauer- 636-379-5501 or jgriesenauer@ofallon.mo.us

CCC – Paul Peterson- 210-662-4573 or paulp@ccgroupinc.com

Placer County Sheriff – Matt Burgans- 530-889-7865 or mburgans@placer.ca.gov

3.4.2. Training Agendas, Descriptions, etc.

See Exhibit E

3.4.3. Samples of Training Materials

See Exhibit F

3.4.4. Statement Concerning Minimum/Maximum Class Size

Collective Data's training programs are tailored to fit your implementation. We will as part of the kick off meeting be discussing the various roles, types of training (user, train the trainer, combo) that best meets the needs of you and your staff. Generally Collective Data likes to restrict the size of an individual class to no more than 15 individuals in one session. Training throughout the day may have more than one session specializing in an area or role.

3.4.5. Equipment Provided/Needed for Training

Ideally we would have training in a classroom setting with the computers loaded with our collectiveShop client. This will give your trainees the ability to have hands on experience with the software during training.

3.4.6. Number of Days/Hours of Training

Collective Data will be recommending 4 days of Training for this engagement, 3 days geared towards the users and super users and 1 day geared towards your IT personnel.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 26th day of February 20 19

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

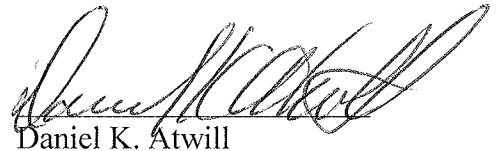
Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the office of Resource Management to add funding for the Hinkson Creek Macroinvertebrate Data Mining Project.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1725	3525	Stormwater Administration	Reimb Special Projects		66,000
1725	71100	Stormwater Administration	Outside Services		66,000
					132,000

Done this 26th day of February 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

1/25/19

JAN 25 2019

EFFECTIVE DATE

BOONE COUNTY AUDITOR


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	3525	Stormwater Administration	Reimb Special Projects		66,000
1725	71100	Stormwater Administration	Outside Services		66,000
				-	132,000

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):

This budget amendment is necessary so the County can act as the lead on the Hinkson Creek Macroinvertebrate Data Mining Project. There is no budgetary impact as the County will be reimbursed for 2/3 of the project.



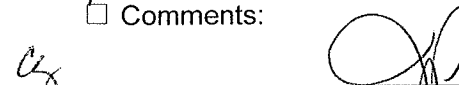
 Requesting Official

HINKSON CREEK DATA MINING PROJ

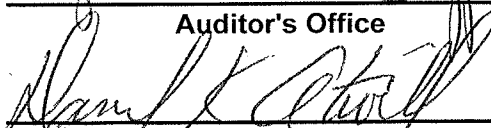
TO BE COMPLETED BY AUDITOR'S OFFICE

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

Acenda



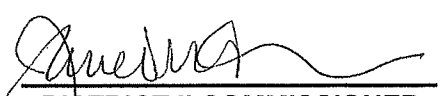
 Auditor's Office



 PRESIDING COMMISSIONER



 DISTRICT COMMISSIONER



 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

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: Cas Ford

Name CASEY FORBES

1/16/2019
Date

Approved by OGC 11/29/16

BOONE COUNTY, MISSOURI

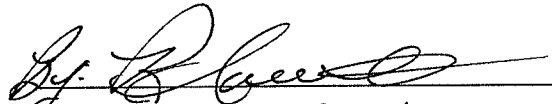
By: _____
Dan Atwill, Presiding Commissioner

Date

ATTEST:

Brianna L. Lennon, 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.)



June E. Pitchford, County Auditor

11/25/19 ¹⁷²⁵⁻³⁵²⁵ Revenue Only
Date

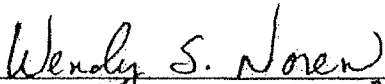
3. **TERM.** The effective date of this Agreement is the date the last party executes the Agreement and provides original executed documents to the other Parties. Any of the Parties may terminate this Agreement at any time by providing the other Parties written notice of their intent to terminate at 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]

BOONE COUNTY, MISSOURI

By: 
Dan Atwill, Presiding Commissioner

ATTEST:


Wendy Nofen, County Clerk *my*

APPROVED AS TO FORM:


C.J. Dykhouse, County Attorney

163-2013

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

Identifications (MDNR 2005b)². 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:

² 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>.

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.)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

26th

day of

February

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 Intergovernmental Cooperative Agreement between Boone County, the City of Columbia, and the University of Missouri.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Intergovernmental Cooperative Agreement.

Done this 26th day of February 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Patry
Fred J. Patry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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 26 day of February 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: Casey Forbes

Name CASEY FORBES

1/16/2019

Date

Approved by OGC 1/29/19

CITY OF COLUMBIA, MISSOURI

By: John Glascock
John Glascock, ~~Deputy~~ City Manager
Interim
11/9/2019
Date

ATTEST:

Sheela Amin
Sheela Amin, City Clerk

APPROVED AS TO FORM:

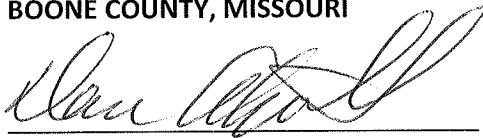
Nancy Thompson
Nancy Thompson, City Counselor *NT*

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, that is, account 558000010 504990 and that there is an unencumbered balance to the credit of such account sufficient to pay therefor.

Janet Frazier
Janet Frazier, Acting Director of Finance
JF

BOONE COUNTY, MISSOURI

By:

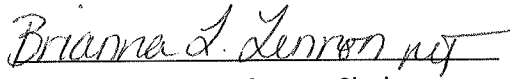


Dan Atwill, Presiding Commissioner

2.26.19

Date

ATTEST:



Brianna L. Lennon, 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.)



June E. Pitchford, County Auditor

1/25/19 ¹⁷²⁵⁻³⁵²⁵ Revenue *Clay*

Date

INTERGOVERNMENTAL COOPERATION AGREEMENT

This intergovernmental cooperation agreement (the "Agreement") is entered into on this 2ND 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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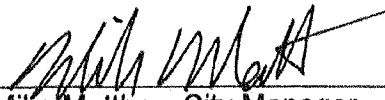
COL. CITY
CAM PROJ HINKSON CREEK

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.

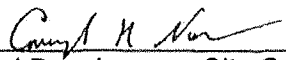
CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

ATTEST:


Sheela Amin, City Clerk

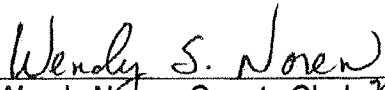
APPROVED AS TO FORM:


Fred Boeckmann, City Counselor
Cavanaugh Noel

BOONE COUNTY, MISSOURI

By: 
Dan Atwill, Presiding Commissioner

ATTEST:

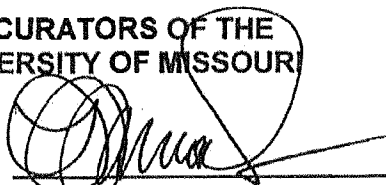

Wendy Noren, County Clerk *my*

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

163-2013

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

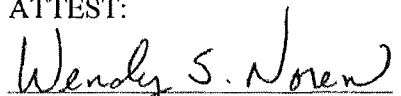
the following, among other proceedings, were had, viz:

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
Clerk of the County Commission


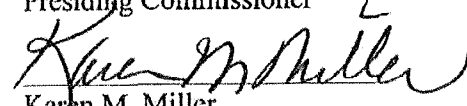
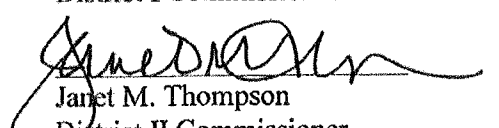

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

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)¹. 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*

¹ 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)². 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:

² 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, 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 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

County of Boone

} ea.

February Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the

26th

day of

February

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:

- Crockett Geotechnical-Testing Lab
- Poepping, Stone, Bach & Associates, Inc.
- Simon and Associates
- Volkert, Inc.

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 26th day of February 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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26th day of FEBRUARY, 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 Crockett Geotechnical-Testing Lab (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.

CROCKETT GEOTECHNICAL-TESTING LAB

BOONE COUNTY, MISSOURI

By Eric A. Adhe

By David H. Ethel

Presiding Commissioner

Title PRINCIPAL

Dated: 2-1-19

Dated: 2-26-19

APPROVED AS TO FORM:

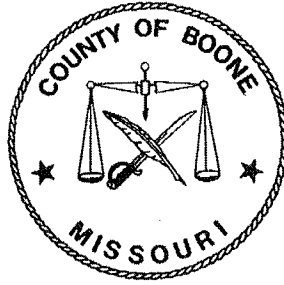
[Signature]
County Attorney

ATTEST:

Branna L. Lennons
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management



**Crockett Geotechnical-
Testing Lab**

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	
Water Resources	

Reviewed by: Jm

CROCKETT

GEOTECHNICAL - TESTING LAB

2019 FEE SCHEDULE

PERSONNEL

Clerical.....	\$	55.00 /hour
Technician I.....	\$	50.00 /hour *
Technician II.....	\$	55.00 /hour *
Technician III.....	\$	60.00 /hour *
Technician IV.....	\$	70.00 /hour *
AWS Certified Welding Inspector.....	\$	90.00 /hour *
Professional I.....	\$	90.00 /hour
Professional II.....	\$	100.00 /hour
Professional III.....	\$	110.00 /hour
Professional IV.....	\$	130.00 /hour
Professional V.....	\$	150.00 /hour

* Hourly charges will be billed in 0.5 hour increments. There is a minimum charge of 2 hours.

EXPENSES AND SUPPLIES

Mileage (if outside city limits of Columbia).....	\$	0.58 /mile
Trip Charge (in lieu of mileage).....		by quote
Per Diem.....	\$	130.00 /man/day
Per Diem (last day of travel).....	\$	30.00 /man/day
Supplies.....		Cost

CONCRETE AND MASONRY

Compressive Strength of Concrete Cylinder.....	\$	15.00 each
Capping of Concrete Cylinder.....	\$	10.00 each
Flexural Strength of Concrete Beam.....	\$	75.00 each
Concrete Core Measurement and Compressive Strength.....	\$	55.00 each
D-Meter Walking Floor Profiler.....	\$	150.00 /day
Anydrous Calcium Chloride Test Unit.....	\$	25.00 each
Relative Humidity Probe and Digital Meter.....	\$	100.00 /day
Concrete Mix Verification.....		by quote
Concrete Trial Batch.....		by quote
Hardened Air Content of Concrete.....	\$	500.00 each
Petrographic Examination of Concrete.....	\$	1,500.00 each
Compressive Strength of 2-inch Mortar or Grout Cube.....	\$	25.00 each
Compressive Strength of 3x6-inch Grout Prism.....	\$	25.00 each
Compressive Strength of CMU (minimum of three).....	\$	75.00 each
Dimensions, Density, Absorption, and Net Area of CMU (minimum of three).....	\$	92.50 each
Compressive Strength of CMU Prism, Hollow.....	\$	130.00 each

STRUCTURAL STEEL

Nondestructive Testing (NDT) Technician, Equipment, and Materials.....		by quote
Skidmore-Wilhelm Bolt Tension Measurement Device.....	\$	150.00 /day
Anchor Bolt Load Testing Equipment.....	\$	100.00 /day

FIREPROOFING

Density of Sprayed Fire-Resistive Materials.....	\$	25.00 each
Cohesion/Adhesion of Sprayed Fire-Resistive Materials.....	\$	5.00 each
Intumescent Fireproofing Thickness Gauge.....	\$	100.00 /day



2019 FEE SCHEDULE (continued)

AGGREGATES AND SOILS

Unit Weight of Aggregate.....	\$	75.00	each
Organic Impurities in Fine Aggregates.....	\$	50.00	each
Specific Gravity and Absorption of Coarse or Fine Aggregate.....	\$	100.00	each
Deleterious Content of Aggregates (MoDOT TM 71).....	\$	100.00	each
Soundness of Aggregates, Sodium Sulfate or Magnesium Sulfate.....	\$	415.00	each
Lightweight Particles in Aggregate.....	\$	160.00	each
Abrasion of Coarse Aggregate.....	\$	270.00	each
Clay Lumps and Friable Particles in Aggregates.....	\$	65.00	each
Uncompacted Void Content of Fine Aggregate.....			by quote
Sand Equivalent of Soils and Fine Aggregate.....			by quote
Flat, Elongated, or Flat and Elongated Particles in Coarse Aggregate.....			by quote
Percentage of Fractured Particles in Coarse Aggregate.....			by quote
Materials Finer Than No. 200 Sieve in Aggregates or Soils by Washing.....	\$	50.00	each
Sieve Analysis of Fine and Coarse Aggregates.....	\$	75.00	each
Moisture Content of Aggregate or Soil (by oven).....	\$	10.00	each
Standard Proctor.....	\$	150.00	each
Standard Proctor, treated.....	\$	200.00	each
Modified Proctor.....	\$	175.00	each
Correction for Oversize Particles.....	\$	25.00	each
Atterberg Limits (One-Point Method).....	\$	60.00	each
California Bearing Ratio (CBR), per point.....	\$	200.00	each
Particle-Size Analysis of Soils (hydrometer).....	\$	100.00	each
Particle-Size Analysis of Soils (sieve and hydrometer).....	\$	150.00	each
USCS or AASHTO Classification of Soils and Soil-Aggregate Mixtures.....	\$	10.00	each
Density of Soil (Shelby tube specimen).....	\$	15.00	each
Unconfined Compressive Strength of Soils.....	\$	35.00	each
Compressive Strength of Rock Core.....	\$	50.00	each
Organic Content of Soils (by heating).....	\$	50.00	each
One-Dimensional Swell or Collapse of Soils (single pressure).....	\$	150.00	each
Hydraulic Conductivity (Permeability) of Soils.....			by quote
Amended Soil Mix Design.....			by quote

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26th day of February, 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 Poepping, Stone, Bach & Associates, 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.

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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.

POEPPING, STONE, BACH & ASSOCIATES, INC. BOONE COUNTY, MISSOURI

By Charles S. Bach, Jr
Charles S. Bach, Jr

By [Signature]
Presiding Commissioner

Title Vice President

Dated: 2/1/2019

Dated: 2.26.19

APPROVED AS TO FORM:

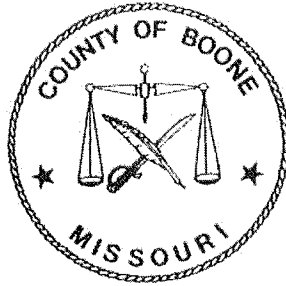
[Signature]
County Attorney

ATTEST:

Brianna J. Kennon
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management



**Poepping, Stone, Bach &
Associates, Inc.**

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	

Sub

Reviewed by: MJP Jm

BOONE COUNTY PROFESSIONAL FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
14. ADMINISTRATIVE	\$62.00
13E/13A. ENGINEERING/ARCHITECTURAL AID	\$78.00
12E/12A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I	\$88.00
11E/11A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II	\$92.00
10E/10A. SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.	\$105.00
9. SUPERVISING TECHNICIAN	\$62.00
8. LAND SURVEYOR	\$115.00
7E/7A. ENGINEER/ARCHITECT/GIS SPECIALIST I	\$85.00
6E/6A. ENGINEER/ARCHITECT/GIS SPECIALIST II	\$95.00
5E/5A. ENGINEER/ARCHITECT/GIS SPECIALIST III	\$105.00
4E/4A. ASSOCIATE ENGINEER/ASSOCIATE ARCHITECT	\$115.00
3E/3A. PROJECT ENGINEER/PROJECT ARCHITECT	\$125.00
3C. SENIOR PROJECT ENGINEER/ PROJECT ARCHITECT	\$145.00
2D. PROJECT MANAGER	\$160.00
2C. SENIOR PROJECT MANAGER	\$165.00
1. PRINCIPAL OF FIRM	\$195.00

OUT-OF-POCKET EXPENSES

PHONE CALLS, MEALS AND LODGING	COST
BLUEPRINTS, AERIAL PHOTOS, PHOTOCOPIES	COST + 15%
MILEAGE	CURRENT IRS RATE

FIELD PARTY EXTRAS

STAKES, IRON PINS, CONCRETE MONUMENTS, ETC	COST + 15%
GPS - \$/HOUR	\$11.00

SPECIAL ITEMS

COMPUTER TECHNICAL TIME/HOUR	\$12.00
COURT TESTIMONY BY LICENSED PROFESSIONALS	\$2,300 PER DAY
SPECIAL CONSULTANTS	COST + 15%
COMPUTERIZED RENDERING AND ANIMATION	\$185/HOUR

THESE RATES EFFECTIVE UNTIL DECEMBER 31, 2019

<input type="checkbox"/> 100 SOUTH 54TH STREET	P.O. BOX 709	• QUINCY, IL 62306	• PHONE 217/223-4605	• FAX 217/223-1546
<input type="checkbox"/> 3523 MAIN STREET	P.O. BOX 817	• KEOKUK, IA 52632	• PHONE 319/524-8730	• FAX 217/223-1546
<input type="checkbox"/> 801 BROADWAY SUITE 248	P.O. BOX 190	• HANNIBAL, MO 63401	• PHONE 573/406-0541	• FAX 217/223-1546

EMPLOYEE CLASSIFICATIONS

1. PRINCIPAL OF FIRM.
- 2C. SENIOR PROJECT MANAGER: Minimum Qualifications - Registered Professional Engineer, Registered Structural Engineer or Licensed Architect with a minimum 20 years of combined academic, management and professional experience.
- 2D. PROJECT MANAGER: Minimum Qualifications - Registered Professional Engineer, Registered Structural Engineer or Licensed Architect with a minimum 14 years of combined academic and professional experience.
- 3C. SENIOR PROJECT ENGINEER/ PROJECT ARCHITECT: Minimum Qualifications - Registered Professional Engineer, Registered Structural Engineer or Licensed Architect with a minimum 20 years of combined academic and professional experience.
- 3E/3A. PROJECT ENGINEER OR PROJECT ARCHITECT: Minimum Qualifications - Registered Professional Engineer, Registered Structural Engineer or Licensed Architect with a minimum 12 years of combined academic and professional experience.
- 4E/4A. ASSOCIATE ENGINEER OR ASSOCIATE ARCHITECT: Minimum Qualifications - Registered Professional Engineer, Registered Structural Engineer or Licensed Architect with a minimum 8 years of combined academic and professional experience.
- 5E/5A. ENGINEER/ARCHITECT/GIS SPECIALIST III: Minimum Qualifications - Bachelor Degree in Engineering, Architecture, or GIS Related Degree and 8 years of professional experience or 2 years of Engineering, Architectural or GIS Related Education in an approved School with 16 or more years of practical engineering, architectural or GIS experience, and responsibility for the supervision of other technical personnel.
- 6E/6A. ENGINEER/ARCHITECT/GIS SPECIALIST II: Minimum Qualifications - Bachelor Degree in Engineering, Architecture, or GIS Related Degree and 4 years of professional experience or 2 years of Engineering, Architectural or GIS Related Education in an approved School with 12 or more years of practical engineering, architectural or GIS experience, and responsibility for the supervision of other technical personnel.
- 7E/7A. ENGINEER/ARCHITECT/GIS SPECIALIST I: Minimum Qualifications - Bachelor Degree in Engineering, Architecture, or GIS Related Degree or 2 years of Engineering, Architectural or GIS Related Education in an approved School with 8 or more years of practical engineering, architectural or GIS experience, and responsibility for the supervision of other technical personnel.
8. LAND SURVEYOR: Minimum Qualifications - Professional Land Surveyor in the States of Illinois, Missouri or Iowa.
9. SUPERVISING TECHNICIAN: Minimum Qualifications - 12 years of technical experience.
- 10E/10A. SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.: Minimum Qualifications - 8 years of combined academic and technical experience.
- 11E/11A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II: Minimum Qualifications - 4 years of combined academic and technical experience.
- 12E/12A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I: Minimum Qualifications - 0 to 4 years of combined academic and technical experience.
- 13E/13A. ENGINEERING/ARCHITECTURAL AID: Assistant in Drafting, Surveying or other related type work.
14. ADMINISTRATIVE: Clerical duties directly related to a specific job requirement (reports, specifications, etc.).

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26th day of February, 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 Simon and Associates (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 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.

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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.

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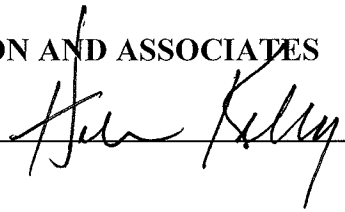
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

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

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

SIMON AND ASSOCIATES

By 

Title owner

Dated: 1/21/19

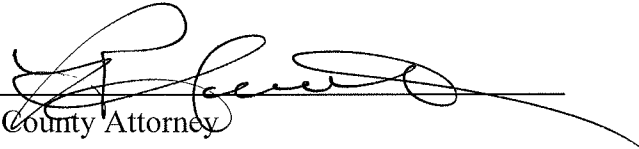
BOONE COUNTY, MISSOURI

By 

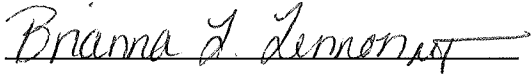
Presiding Commissioner

Dated: 2-26-19

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management




SIMON ASSOCIATES, INC
 ARCHITECTURE

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	X
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	X
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: 

SIMON ASSOCIATES, INC.

ARCHITECTURE

Fiscal Year 2019 Hourly Fees:

Architect/Engineer	\$150.00 /hour
Architect Intern/Engineer Intern	\$100.00 /hour
Draftsperson	\$80.00 /hour
Clerical	\$55.00/hour

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26th day of February, 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 Volkert, 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

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.

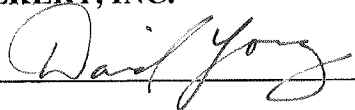
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

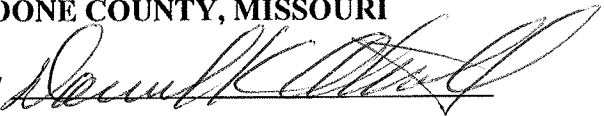
VOLKERT, INC.

By 

Title Sr. Vice President

Dated: 1/25/19

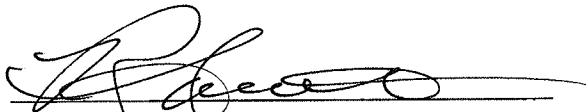
BOONE COUNTY, MISSOURI

By 

Presiding Commissioner

Dated: 2-26-19

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 Madison)
State of Illinois)ss

My name is JASON A. WATTERS. I am an authorized agent of _____
VOLKERT, INC. (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

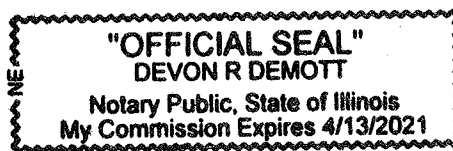
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

[Signature] 1/28/2019
Affiant Date

JASON A. WATTERS
Printed Name

Subscribed and sworn to before me this 20th day of January, 2019.

[Signature]
Notary Public





Volkert, Inc.

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

Real Estate Services - Land Acquisition & Relocation X

Reviewed by: *Jm*

FEE SCHEDULE (HOURLY RATES)

Title	Rate	Title	Rate
Principal Project Manager	\$180.00	Senior Appraiser	\$165.00
Senior Project Manager	\$170.00	Staff Appraiser	\$115.00
Project Manager	\$145.00	Senior Title Researcher	\$110.00
		Title Researcher	\$80.00
Senior Project Engineer, PE, SE	\$170.00	Senior Right-of-Way (ROW) Agent	\$130.00
Project Engineer II, PE	\$160.00	ROW Agent II	\$105.00
Project Engineer I, PE	\$135.00	ROW Agent I	\$90.00
Project Engineer, EIT	\$115.00	ROW Agent	\$70.00
Senior Designer	\$130.00		
Intern	\$50.00	GIS Manager	\$125.00
		GIS Technician II	\$110.00
Survey Manager	\$155.00	GIS Technician I	\$100.00
Survey Crew Chief	\$120.00	GIS Technician	\$80.00
Survey Technician II	\$90.00		
Survey Technician I	\$70.00	Senior Construction Inspector	\$100.00
Survey Technician	\$55.00	Construction Inspector II	\$90.00
Survey Crew (2-Person)	\$165.00	Construction Inspector I	\$65.00
		IT Specialist	\$100.00
		Invoice Analyst	\$95.00
		Clerk II	\$70.00
		Clerk I	\$55.00

DIRECT COSTS

Vehicle	GSA Rates	Copies (B/W 8.5 x 11)	\$0.10/Sheet
Survey Equipment	\$25/Day	Copies (Color 8.5 x 11)	\$0.40/Sheet
Office Supplies	At Cost	Copies (B/W 11 x 17)	\$0.20/Sheet
Postage	At Cost	Copies (Color 11 x 17)	\$0.80/Sheet
		Copies ("C" Bond)	\$1.00/Sheet

*Direct costs may also include any other incidental expense required to complete the work as required by and approved by the client.

These rates are valid for January 1, 2019 – December 31, 2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

26th

day of

February

20 19

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

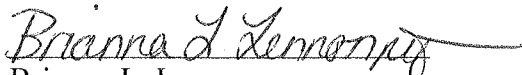
Now on this day, the County Commission of the County of Boone does hereby approve the following 2019-2020 Missouri Department of Transportation Highway Safety & Traffic Division grant applications from the Boone County Sheriff's Department:

- DWI Full Time Unit Project
- DWI Saturation Enforcement Project
- Hazardous Moving Vehicle Enforcement Full Time Unit Project
- Hazardous Moving Vehicle Enforcement/Operation Slow Down Project
- Youth Alcohol Enforcement Project


It is further ordered the Boone County Commissioners are hereby authorized to sign the attached authorization forms for said grant applications.

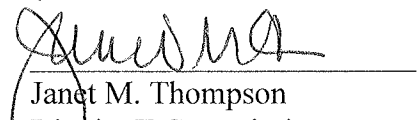
Done this 26th day of February 2019.

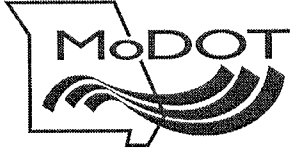
ATTEST:


 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



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION

On February 26, 2019 the County Commission of Boone
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.



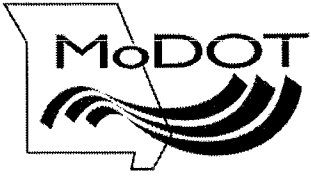
County Commissioner



County Commissioner



Presiding Commissioner



Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2019 through September 30, 2020

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2019)

Agency: Boone County Sheriff's Dept. Agency ORI#: MO0100000
Address: 2121 County Dr. Federal Tax ID#: 436000349
DUNS #: 182739177
City: Columbia State: MO Zip: 65202-9064 County: Boone
Phone: 573-875-1111 Fax: 573-874-8953
Contact: Sgt. Nikki Antimi Email: dantimi@boonecountymo.org
Jurisdiction: Urban Jurisdiction Population: 129,098
Targeted Population: Impaired Drivers

Project activity for which your agency is requesting funding:
DWI Enforcement

Project Title: DWI Full Time Unit Requested Amount: \$59,470.37
Brief Description: DWI Full Time Unit

Dwayne Carey
Authorizing Official

[Handwritten Signature]
Authorizing Official Signature

Sheriff
Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82.4 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

In the past three years (2016-2018) there have been 6,597 reported crashes (total number investigated by all agencies) in Boone County. Of those 6,597 crashes, 343 were Drinking-Involved crashes and 419 were Drinking and/or Drug Involved crashes. Of the 360 Drinking-Involved crashes, 134 of the crashes involved injury to a total of 176 persons and 13 involved the death of a total of 15 persons. Of the 419 Drinking and/or Drug Involved crashes, 169 of the crashes involved injury to a total of 242 persons and 18 involved the death of a total of 20 persons.

Boone County and the City of Columbia, which is the county seat, consistently have problems with Drinking-Involved crashes. Below are some of the rankings (2016-2018), which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it come to drinking-involved crashes.

-Alcohol Involved Traffic Crashes - Boone County ranked 7th / City of Columbia ranked 7th

- Disabling Alcohol Involved Traffic Crashes - Boone County ranked 8th / City of Columbia ranked 5th

- Fatal Alcohol Involved Traffic Crashes - Boone County ranked 6th / City of Columbia ranked 2nd

In 2018, the Boone County Sheriff's Department made at least 195 arrests for DWI. In 2018, Boone County experienced 110 total crashes involving drinking and/or drugs, 3 fatal drinking/drug-involved motor vehicle crashes (3 total deaths), 44 personal injury drinking/drug-involved crashes (66 persons injured) and 63 property damage drinking/drug-involved crashes. The fatal and property damage numbers are lower than in 2017, when there were 6 fatal drinking/drug-involved motor vehicle crashes (6 total deaths), 39 personal injury drinking/drug-involved crashes (55 persons injured) and 64 property damage drinking/drug-involved crashes, however, impaired driving continues to be a serious problem in Boone County.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease alcohol-impaired driving involved fatalities by 3.45 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 230.3 by December 31, 2019.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving involved serious injuries by 7.51 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 505.1 by December 31, 2019.

The goal of the Boone County Sheriff's Department is to continue our commitment to combating impaired driving and support the state goal of decreasing impaired driving fatalities annually. During the 2019-2020 grant year, we plan to continue to utilize our Full-Time DWI/Traffic Unit to assist in addressing impaired driving on a regular nightly basis, in addition to conducting DWI saturation patrols throughout the year.

An objective is for our Full-Time DWI/Traffic unit to maintain a high profile, which includes continued press releases and highly visible patrol activities.

PROJECT DESCRIPTION

The Boone County Sheriff's Department plans to continue using our Full-Time DWI/Traffic Unit personnel to combat impaired driving. If approved, this grant will assist in funding the salary and benefit costs of the two members of the Traffic Unit who will be tasked with conducting DWI enforcement. Both of these positions are currently filled with deputies.

Boone County continues to be one of the top-ranking counties in the state for drinking-involved traffic crashes. We believe our enforcement efforts make a difference in drinking-involved crashes and we plan to continue these efforts to address the crashes involving impaired drivers.

As described in the supplemental section, these units will primarily work evening, night and early morning hours (between 5:00 p.m. and 5:00 a.m.) throughout the week. They will be assigned as Traffic Enforcement Deputies and primarily tasked with focusing on arresting impaired drivers throughout Boone County. They will work high traffic areas, problem roadways (like U.S. 63, Interstate 70, MO 163, etc.) and other roadways around Boone County.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. We have experienced a substantial unexpended balance with our Full-Time DWI/Traffic Unit grant in the past. Our staffing levels had been low the last couple of years and we had a vacant Full-Time DWI/Traffic Unit position in 2017 and part of 2018. We currently have our FT DWI unit positions filled.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	195
19 Total number of speeding violations written by your agency.	543
20 Total number of HMV violations written by your agency.	158
21 Total number of child safety/booster seat violations written by your agency.	19
22 Total number of safety belt violations written by your agency.	122
23 Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	7122
25 Total number of traffic crashes resulting in a fatality.	55
26 Total number of traffic crashes resulting in a serious injury.	2208
27 Total number of speed-related traffic crashes.	1112
28 Total number of speed-related traffic crashes resulting in a fatality.	20
29 Total number of speed-related traffic crashes resulting in a serious injury.	404
30 Total number of alcohol-related traffic crashes.	387
31 Total number of alcohol-related traffic crashes resulting in a fatality.	13
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	143
33 Total number of unbuckled fatalities.	23
34 Total number of unbuckled serious injuries.	67

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	70
36 Total number of commissioned patrol and traffic officers.	38
37 Total number of commissioned law enforcement officers available for overtime enforcement.	45
38 Total number of vehicles available for enforcement.	47

39 Total number of radars/lasers.	44
40 Total number of in-car video cameras.	47
41 Total number of PBTs.	35
42 Total number of Breath Instruments.	4

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Drinking involved traffic crashes have been occurring all around Boone County. From 2015 through 2017, (217 of 387) 56% of the drinking involved traffic crashes in Boone County occurred on city streets and county roads. Our enforcement will be strongly focused on major thoroughfares in and around the city of Columbia, on county roads, and on state roadways around Boone County. Some of the roadways our unit will patrol will include Interstate 70 (8.0% of the drinking involved traffic crashes), Highway 63 (7.5% of the drinking involved traffic crashes), Missouri 163 (5.2% of the drinking involved traffic crashes), Missouri 763 (3.1% of the drinking involved crashes), Missouri 740 (2.6% of the drinking involved crashes) and other roadways with higher frequencies of drinking involved traffic crashes.

44 Enter the number of enforcement periods your agency will conduct each month. 16

45 Enter the months in which enforcement will be conducted.

According to the statistics from 2015-2017, the frequency of drinking involved crashes within Boone County ranged from 22 to 46 in any given month; therefore, the Boone County Sheriff's Department will conduct our enforcement year-round (October - September).

2015-2017 Drinking Involved Traffic Crashes by month in Boone County:

- January - 41
- February - 29
- March - 39
- April - 28
- May - 37
- June - 28
- July - 23
- August - 27
- September - 32
- October - 46
- November - 35
- December - 22

46 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2015 – 2017, drinking involved crashes within Boone County are likely to occur Sunday through Saturday, so our Full-Time DWI/Traffic Unit will be conducting enforcement on all 7 days of the week. Therefore, Boone County Sheriff's Department's Full-Time DWI/Traffic Unit grant positions will rotate their days off and work throughout the week.

2015-2017 drinking involved traffic crashes by day of week in Boone County:

- Sunday - 76
- Monday - 30
- Tuesday - 40
- Wednesday - 35
- Thursday - 45
- Friday - 73
- Saturday – 84
- Unknown – 4

47 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2015-2017, 80.4% of the drinking involved crashes within Boone County occurred between the hours of 5:00 P.M. and 5:00 A.M. The enforcement efforts of the Boone County Sheriff's Department's Full-Time DWI/Traffic Unit grant positions will primarily be focused on hours falling between 5:00 P.M. and 5:00 A.M.

48 Enter the number of officers assigned during the enforcement period.

2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

ADDITIONAL FUNDING SOURCES

Boone County Sheriff's Department Cyber Crimes Task Force, 2019 (SCCG) State Cyber Crimes Grant 2019-SCCG-001, executed on 08/01/2018, project dates 06/01/2018 - 05/31/2019, awarded \$184,594.61

Missouri Internet Crimes Against Children Task Force Award number 2017-MC-FX-K023, Awarded \$10,000 for equipment and/or training, 10/01/18 - 08/30/2019.

Edward Byrne Memorial Justice Assistance Grant: 2017-DJ-BX-0658 (JAG) - BCSD Awarded \$14,985.20 - 10/01/2016-9/30/2020

Edward Byrne Memorial Justice Assistance Grant: 2018-DJ-BX-0175 (JAG) - BCSD Awarded \$15,533.20 - 10/1/2017-9/30/2021

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Salary and Fringe	Salary and Fringe for two Full-time DWI/Traffic Enforcement Deputies	1	\$117,340.74	\$117,340.74	\$58,670.37	\$58,670.37
					\$117,340.74	\$58,670.37	\$58,670.37
Training							
	Professional Development	2019-2020 costs associated with training and conferences for BCSD Traffic Deputies (ex: DWI/Traffic Safety and DRE Recertification Conference)	2	\$400.00	\$800.00	\$0.00	\$800.00
					\$800.00	\$0.00	\$800.00
Total Contract					\$118,140.74	\$58,670.37	\$59,470.37

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2017_OMB_Circular_A-133.pdf	02/04/2019



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

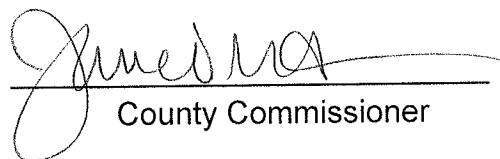
COUNTY AUTHORIZATION

On February 26, 2019 the County Commission of Boone
County discussed participation in Missouri's Highway Safety Program.

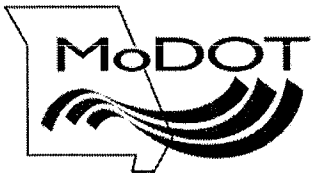
It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.


County Commissioner


County Commissioner


Presiding Commissioner



**Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2019 through September 30, 2020**

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2019)

Agency:	Boone County Sheriff's Dept.	Agency ORI#:	MO0100000
Address:	2121 County Dr.	Federal Tax ID#:	436000349
		DUNS #:	182739177
City:	Columbia	State:	MO
		Zip:	65202-9064
		County:	Boone
Phone:	573-875-1111	Fax:	573-874-8953
Contact:	Sgt. Nikki Antimi	Email:	dantimi@boonecountymo.org
Jurisdiction:	Urban	Jurisdiction Population:	129,098
Targeted Population:	Impaired Drivers		

Project activity for which your agency is requesting funding:

DWI Enforcement

Project Title:	DWI Saturation Enforcement	Requested Amount:	\$17,292.00
Brief Description:	DWI Saturation		

Dwayne Carey
Authorizing Official



Authorizing Official Signature

Sheriff
Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82.4 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

In the past three years (2016-2018) there have been 6,597 reported crashes (total number investigated by all agencies) in Boone County. Of those 6,597 crashes, 343 were Drinking-Involved crashes and 419 were Drinking and/or Drug Involved crashes. Of the 343 Drinking-Involved crashes, 134 of the crashes involved injury to a total of 176 persons and 13 involved the death of a total of 15 persons. Of the 419 Drinking and/or Drug Involved crashes, 169 of the crashes involved injury to a total of 242 persons and 18 involved the death of a total of 20 persons.

Boone County and the City of Columbia, which is the county seat, consistently have problems with Drinking-Involved crashes. Below are some of the rankings (2015-2017), which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it come to drinking-involved crashes.

- Alcohol Involved Traffic Crashes - Boone County ranked 7th / City of Columbia ranked 7th
- Disabling Alcohol Involved Traffic Crashes - Boone County ranked 8th / City of Columbia ranked 5th
- Fatal Alcohol Involved Traffic Crashes - Boone County ranked 6th / City of Columbia ranked 2nd

In 2018, the Boone County Sheriff's Department made at least 195 arrests for DWI. In 2018, Boone County experienced 110 total crashes involving drinking and/or drugs, 3 fatal drinking/drug-involved motor vehicle crashes (3 total deaths), 44 personal injury drinking/drug-involved crashes (66 persons injured) and 58 property damage drinking/drug-involved crashes. The fatal and property damage numbers are lower than in 2017, when there were 6 fatal drinking/drug-involved motor vehicle crashes (6 total deaths), 39 personal injury drinking/drug-involved crashes (55 persons injured) and 64 property damage drinking/drug-involved crashes, however, impaired driving continues to be a serious problem in Boone County.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease alcohol-impaired driving involved fatalities by 3.45 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 230.3 by December 31, 2019.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving involved serious injuries by 7.51 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 505.1 by December 31, 2019.

A goal of the Boone County Sheriff's Department is to continue utilizing DWI saturation enforcement patrols throughout the year to combat impaired driving in support of the state goal of decreasing impaired driving fatalities. During the 2019-2020 grant year, the Boone County Sheriff's Department plans to conduct monthly DWI Saturation patrols.

PROJECT DESCRIPTION

The Boone County Sheriff's Department plans to continue using our DWI enforcement patrols to combat impaired driving. If approved, this grant will fund the overtime and fringe benefit costs of those working overtime conducting these DWI saturation enforcement patrols.

Boone County continues to be one of the top-ranking counties in the state for drinking-involved traffic crashes. We believe our enforcement efforts make a difference in drinking-involved crashes and we plan to continue these efforts to address the crashes involving impaired drivers.

The DWI saturation enforcement patrols will primarily work evening, night and early morning hours (between 4:00 p.m. and 4:00 a.m.) throughout the week. These DWI saturation patrols will involve deputies coming in on overtime to focus on identifying, stopping and removing impaired drivers from the roadways.

We are also asking for funding to reimburse Boone County Joint Communications for costs for dedicated dispatcher/communications operator for our enforcement activities. Due to the increased workload these organized enforcement activities create for Boone County Joint Communications, they will often bring in a dedicated dispatcher/communications operator to work the details. We are asking for funding to cover 40 hours for dispatcher/communications operator costs throughout the grant year.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. We have experienced a substantial unexpended balance with our Full-Time DWI/Traffic Unit grant in the past. Our staffing levels had been low the last couple of years and we had a vacant Full-Time DWI/Traffic Unit position in 2017 and part of 2018. We currently have our FT DWI unit positions filled.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	195
19 Total number of speeding violations written by your agency.	543
20 Total number of HMV violations written by your agency.	158
21 Total number of child safety/booster seat violations written by your agency.	19
22 Total number of safety belt violations written by your agency.	122
23 Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	7122
25 Total number of traffic crashes resulting in a fatality.	55
26 Total number of traffic crashes resulting in a serious injury.	2208
27 Total number of speed-related traffic crashes.	1112
28 Total number of speed-related traffic crashes resulting in a fatality.	20
29 Total number of speed-related traffic crashes resulting in a serious injury.	404
30 Total number of alcohol-related traffic crashes.	387
31 Total number of alcohol-related traffic crashes resulting in a fatality.	13
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	143
33 Total number of unbuckled fatalities.	23
34 Total number of unbuckled serious injuries.	67

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	70
36 Total number of commissioned patrol and traffic officers.	38
37 Total number of commissioned law enforcement officers available for overtime enforcement.	45
38 Total number of vehicles available for enforcement.	47

39 Total number of radars/lasers.	4
40 Total number of in-car video cameras.	47
41 Total number of PBTs.	35
42 Total number of Breath Instruments.	4

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

The primary enforcement locations will be roadways within Boone County that are high traffic volume areas , in areas suspected/known for impaired driving offenses, or in areas with a high crash frequency.

Drinking involved traffic crashes have been occurring all around Boone County . From 2015 through 2017, 56% of the drinking involved traffic crashes in Boone County occurred on city streets and county roads . Our enforcement will be strongly focused on major thoroughfares in and around the city of Columbia, on county roads, and on state roadways around Boone County. Some of the roadways our deputies will patrol will include Interstate 70 (8.0% of the drinking involved traffic crashes), Highway 63 (7.5% of the drinking involved traffic crashes), Missouri 163 (5.2% of the drinking involved traffic crashes), Missouri 763 (3.1% of the drinking involved crashes), Missouri 740 (2.6% of the drinking involved crashes) and other roadways with higher frequencies of drinking involved traffic crashes.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

According to the statistics from 2015-2017, the frequency of drinking involved crashes within Boone County ranged from 22 to 46 in any given month; therefore, the Boone County Sheriff's Department will conduct our enforcement year-round (October - September).

2015-2017 Drinking Involved Traffic Crashes by month in Boone County:

- January - 41
- February - 29
- March - 39
- April - 28
- May - 37
- June - 28
- July - 23
- August - 27
- September - 32
- October - 46
- November - 35
- December – 22

46 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2015 – 2017, drinking involved crashes within Boone County are likely to occur Sunday through Saturday. Therefore, saturation patrols will occur throughout the week, with an emphasis on Friday through Sunday.

2015-2017 drinking involved traffic crashes by day of week in Boone County :

- Sunday - 76
- Monday - 30
- Tuesday - 40
- Wednesday - 35
- Thursday - 45
- Friday - 73
- Saturday – 84
- Unknown – 4

47 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2015-2017, 80.4% of the drinking involved crashes within Boone County occurred between the hours of 5:00 P.M. and 5:00 A.M. Therefore, our enforcement efforts will be between those hours.

48 Enter the number of officers assigned during the enforcement period.

4

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

No equipment is requested for this project.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

ADDITIONAL FUNDING SOURCES

Boone County Sheriff's Department Cyber Crimes Task Force, 2019 (SCCG) State Cyber Crimes Grant 2019-SCCG-001, executed on 08/01/2018, project dates 06/01/2018 - 05/31/2019, awarded \$184,594.61

Missouri Internet Crimes Against Children Task Force Award number 2017-MC-FX-K023, Awarded \$10,000 for equipment and/or training, 10/01/18 - 08/30/2019.

Edward Byrne Memorial Justice Assistance Grant: 2017-DJ-BX-0658 (JAG) - BCSD Awarded \$14,985.20 - 10/01/2016-9/30/2020

Edward Byrne Memorial Justice Assistance Grant: 2018-DJ-BX-0175 (JAG) - BCSD Awarded \$15,533.20 - 10/1/2017-9/30/2021

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and Fringe	Overtime and Fringe for deputies working DWI Saturation Patrol	288	\$39.00	\$11,232.00	\$0.00	\$11,232.00
	Overtime and Fringe	Overtime and fringe to reimburse the cost of a dedicated communications operator (dispatcher) or jail staff (transport/processing officer) for the details being conducted for this grant.	40	\$34.00	\$1,360.00	\$0.00	\$1,360.00
					\$12,592.00	\$0.00	\$12,592.00
Training							
	Professional Development	National DRE Conference costs - for the Central Regional Coordinator of the State DRE/SFST Technical Panel	1	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
	Professional Development	Training and Conference for BCSD deputies that have assisted in our traffic grant Details. (ex: DWI/DRE, LETSAC conferences)	1	\$2,200.00	\$2,200.00	\$0.00	\$2,200.00
					\$4,700.00	\$0.00	\$4,700.00
Total Contract					\$17,292.00	\$0.00	\$17,292.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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COUNTY AUTHORIZATION

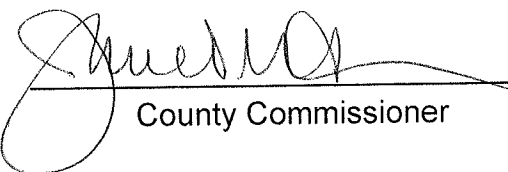
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It is agreed the County should participate in Missouri's Highway Safety Program.
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financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.



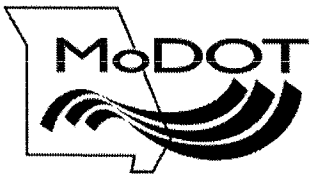
County Commissioner



County Commissioner



Presiding Commissioner



**Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2019 through September 30, 2020**

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2019)

Agency:	Boone County Sheriff's Dept.	Agency ORI#:	MO0100000				
Address:	2121 County Dr.	Federal Tax ID#:	436000349				
		DUNS #:	182739177				
City:	Columbia	State:	MO	Zip:	65202-9064	County:	Boone
Phone:	573-875-1111	Fax:	573-874-8953				
Contact:	Sgt. Nikki Antimi	Email:	dantimi@boonecountymmo.org				
Jurisdiction:	Urban	Jurisdiction Population:	129,098				
Targeted Population:	All Drivers						

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title:	HMV Full time unit	Requested Amount:	\$232,940.41
Brief Description:	Full time HMV Unit		

Dwayne Carey
Authorizing Official



Authorizing Official Signature

Sheriff
Authorizing Official Title

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 37 percent of all Missouri fatalities over the last five years were speed-related.

From 2015 to 2017, Boone County had 7,122 reported motor vehicle crashes and this number includes 55 fatal motor vehicle crashes. We know that more often than not, these motor vehicle crashes are caused, at least in part, by speeding, careless driving, inattention or other hazardous moving violations.

When looking at the probable contributing circumstances for the 7,122 reported motor vehicle crashes there are several that stand out. Below are the various probable contributing circumstances and the number of crashes that listed them as a probable factor in the crash.

Failed to Yield: 1,227 total
Following too Close: 1,034 total
Too Fast for Conditions: 919 total
Distracted/Inattentive: 875 total
Improper Lane use/Change: 857 total
Violation Signal/Sign: 268 total
Speed - Exceeded Limit: 235 total
Improper Turn: 195 total
Wrong Side (not passing): 78 total
Improper Passing: 96 total

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 5.75 percent in aggressive driving fatalities 2012-2017, Missouri is projecting 331.7 five-year average speed related fatalities by December 31, 2019.

Other Performance Measure Goals

1. Based on an annual average increase of 2.53 percent in aggressive driving related fatalities from 2012 to 2017, Missouri is projecting 482.3 five-year average aggressive driving related fatalities by December 31, 2019.

Goal:
To support the state goal of decreasing hazardous moving violation driving related crashes to include fatality crashes .

Objective:
Implement daily traffic enforcement focusing on enforcing speeding and other hazardous moving violations .

PROJECT DESCRIPTION

The Boone County Sheriff's Department plans to have two Full-Time HMV/Traffic Unit personnel to combat hazardous moving violations in Boone County. If approved, this grant will fund the salary and benefit costs and equipment of the two members of the Traffic Unit who will be tasked with conducting HMV enforcement. The Boone County budget year begins on January 1, so the positions would begin at that time.

Enforcement will be performed throughout Boone County with concentration on known problem areas and areas with high traffic volumes. Our intention is to schedule two deputies to work Monday through Friday, primarily between the hours of 7:00 a.m. and 7:00 p.m. Our goal will be to address all observed violations, with an emphasis on enforcing speeding violations and other hazardous moving violations, such as speeding, following too close, careless and imprudent driving, stop sign/red-light violation, failure to yield and lane violations, to reduce the hazardous moving violation driving related crashes to include fatality crashes.

The focus of our enforcement efforts will primarily be split between county-maintained roadways and the state maintained roadways to include Interstate 70 and U.S. Highway 63, which historically have had a high number of serious and fatal traffic crashes. In 2018, Boone County had 13 fatal motor vehicle crashes. Of the 13 fatal crashes, 7 of them occurred within the city of Columbia and 6 occurred on State Highways outside of the City of Columbia. The Boone County Sheriff's Department Traffic Unit will focus their enforcement efforts on all roadways within Boone County.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	No
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. We have experienced a substantial unexpended balance with our Full-Time DWI/Traffic Unit grant in the past. Our staffing levels had been low the last couple of years and we had a vacant Full-Time DWI/Traffic Unit position in 2017 and part of 2018. We currently have our FT DWI unit positions filled.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

**Please use the most current 12-months of data available for answering questions 18-23.
Include ALL of your agency's statistics, not just those issued during grant activity.**

18 Total number of DWI violations written by your agency.	195
19 Total number of speeding violations written by your agency.	543
20 Total number of HVM violations written by your agency.	158
21 Total number of child safety/booster seat violations written by your agency.	19
22 Total number of safety belt violations written by your agency.	122
23 Total number of sobriety checkpoints hosted.	0

**Use the most current three years crash data from the Missouri State Highway Patrol
(MSHP) or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	7122
25 Total number of traffic crashes resulting in a fatality.	55
26 Total number of traffic crashes resulting in a serious injury.	2208
27 Total number of speed-related traffic crashes.	1112
28 Total number of speed-related traffic crashes resulting in a fatality.	20
29 Total number of speed-related traffic crashes resulting in a serious injury.	404
30 Total number of alcohol-related traffic crashes.	387
31 Total number of alcohol-related traffic crashes resulting in a fatality.	13
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	143
33 Total number of unbuckled fatalities.	23
34 Total number of unbuckled serious injuries.	67

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	70
36 Total number of commissioned patrol and traffic officers.	38
37 Total number of commissioned law enforcement officers available for overtime enforcement.	45
38 Total number of vehicles available for enforcement.	47

39 Total number of radars/lasers.	44
40 Total number of in-car video cameras.	47
41 Total number of PBTs.	35
42 Total number of Breath Instruments.	4

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

In analyzing the 7,122 motor vehicle crashes that occurred within Boone County 2015 – 2017, 744 (10.4%) occurred on Interstate 70, 758 (10.6%) occurred on US Highway 63, 514 (7.2%) occurred on County Roads, 2,478 (34.8%) occurred on other various state maintained roadways, and 2,628 (36.9%) occurred on City Streets.

Based on these numbers, and the fact that the Boone County Sheriff's Department is basically the only law enforcement agency conducting enforcement on county maintained roadways in Boone County, our HMV enforcement will include enforcement efforts primarily focused on County Roadways , US Highway 63, Interstate 70, various state maintained roadways within Boone County and City Streets within the City of Columbia. Enforcement efforts will be performed in high traffic areas and areas known for violations and/or crashes throughout Boone County and the City of Columbia.

44 Enter the number of enforcement periods your agency will conduct each month. 20

45 Enter the months in which enforcement will be conducted.

According to the statistics from 2015-2017, the frequency of crashes within Boone County ranged from 518 to 782 in any given month; therefore, the Boone County Sheriff's Department will conduct this enforcement year-round (October - September).

2015 - 2017 traffic crashes by month in Boone County:

- January - 524
- February - 559
- March - 572
- April - 581
- May - 615
- June - 546
- July - 518
- August - 621
- September - 613
- October - 782
- November - 578
- December – 613

46 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2015-2017, motor vehicle crashes within Boone County are likely to occur Sunday through Saturday; however, 77% of the crashes occurred Monday through Friday. Most of our HMV enforcement will be conducted Monday through Friday.

2015 – 2017 Traffic Crashes by day of week in Boone County:

Sunday - 774
Monday – 1,056
Tuesday – 1,034
Wednesday – 1,088
Thursday – 1,078
Friday - 1,230
Saturday – 826
Unknown – 36

47 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2015 - 2017, approximately 73.0% (5,202 of 7,122) of the total number of traffic crashes and approximately 69.5% (773 of 1,112) of the speeding involved traffic crashes in Boone County occurred between the hours of 7:00 A.M. and 7:00 P.M. Based on these facts, most of our enforcement under this grant will be conducted between the hours of 7:00 A.M. and 7:00 P.M., though this may vary occasionally.

48 Enter the number of officers assigned during the enforcement period.

2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

Vehicle and equipment are requested to outfit two new deputy positions. A vehicle, containing a mobile data terminal (MDT), dual radar unit, lidar unit and necessary equipment will be used on a daily basis by our deputies.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

ADDITIONAL FUNDING SOURCES

Boone County Sheriff's Department Cyber Crimes Task Force, 2019 (SCCG) State Cyber Crimes Grant 2019-SCCG-001, executed on 08/01/2018, project dates 06/01/2018 - 05/31/2019, awarded \$184,594.61

Missouri Internet Crimes Against Children Task Force Award number 2017-MC-FX-K023, Awarded \$10,000 for equipment and/or training, 10/01/18 - 08/30/2019.

Edward Byrne Memorial Justice Assistance Grant: 2017-DJ-BX-0658 (JAG) - BCSD Awarded \$14,985.20 - 10/01/2016-9/30/2020

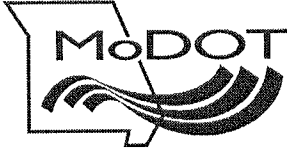
Edward Byrne Memorial Justice Assistance Grant: 2018-DJ-BX-0175 (JAG) - BCSD Awarded \$15,533.20 - 10/1/2017-9/30/2021

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Vehicle	Patrol vehicle and equipment to outfit two deputies into the new FT HMV enforcement positions	2	\$70,800.19	\$141,600.38	\$0.00	\$141,600.38
					\$141,600.38	\$0.00	\$141,600.38
Personnel							
	Salary and Fringe	Salary and Fringe for two Full time HMV enforcement deputies for January 1, 2020 through Sept 30, 2020.	2	\$45,670.01	\$91,340.03	\$0.00	\$91,340.03
					\$91,340.03	\$0.00	\$91,340.03
Total Contract					\$232,940.41	\$0.00	\$232,940.41

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2017_OMB_Circular_A-133.pdf	02/04/2019



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

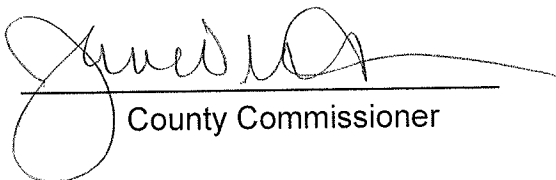
COUNTY AUTHORIZATION

On February 26, 2019 the County Commission of Boone
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.


County Commissioner


County Commissioner


Presiding Commissioner



Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2019 through September 30, 2020

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2019)

Agency: Boone County Sheriff's Dept. Agency ORI#: MO0100000
Address: 2121 County Dr. Federal Tax ID#: 436000349
DUNS #: 182739177
City: Columbia State: MO Zip: 65202-9064 County: Boone
Phone: 573-875-1111 Fax: 573-874-8953
Contact: Sgt. Nikki Antimi Email: dantimi@boonecountymmo.org
Jurisdiction: Urban Jurisdiction Population: 129,098
Targeted Population: All Drivers

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title: HMV Enforcement Requested Amount: \$21,960.00
Brief Description: HMV Enforcement/Operation Slowdown

Dwayne Carey
Authorizing Official

[Handwritten Signature]
Authorizing Official Signature

Sheriff
Authorizing Official Title

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 37 percent of all Missouri fatalities over the last five years were speed-related.

From 2015 to 2017, Boone County had 7,122 reported motor vehicle crashes and this number includes 55 fatal motor vehicle crashes. We know that more often than not, these motor vehicle crashes are caused, at least in part, by speeding, careless driving, inattention or other hazardous moving violations.

When looking at the probable contributing circumstances for the 8,618 reported motor vehicle crashes there are several that stand out. Below are the various probable contributing circumstances and the number (out of 7,122) of crashes that listed them as a probable factor in the crash.

Failed to Yield: 1,227 total
Following too Close: 1,034 total
Too Fast for Conditions: 919 total
Distracted/Inattentive: 875 total
Improper Lane use/Change: 857 total
Violation Signal/Sign: 268 total
Speed - Exceeded Limit: 235 total
Improper Turn: 195 total
Wrong Side (not passing): 78 total
Improper Passing: 96 total

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 5.75 percent in aggressive driving fatalities 2012-2017, Missouri is projecting 331.7 five-year average speed related fatalities by December 31, 2019.

Other Performance Measure Goals

1. Based on an annual average increase of 2.53 percent in aggressive driving related fatalities from 2012 to 2017, Missouri is projecting 482.3 five-year average aggressive driving related fatalities by December 31, 2019.

Goal:
To support the state goal of decreasing hazardous moving violation driving related crashes to include fatality crashes .

Objective:
Implement monthly enforcement details focusing on enforcing speeding violation and other hazardous moving violations.

PROJECT DESCRIPTION

The Boone County Sheriff's Department is planning to perform slowdown operation enforcement details every month from October 2019 through September of 2020. These "Operation Slowdown" details will be performed throughout Boone County with concentration on known problem areas and areas with high traffic volumes.

Our intention is to schedule an average of six "shifts" per month that are each 4 hours in length for an average of 24 hours of enforcement per month. These six shifts may be grouped together to allow several deputies to work at the same time or they may be spread throughout the month. Our goal will be to address all observed violations with an emphasis on enforcing speeding violations and other hazardous moving violations, such as speeding, following too close, careless and imprudent driving, stop sign/red-light violation, failure to yield and lane violations.

We have traditionally divided the "Operation Slowdown" enforcement efforts between county-maintained roadways and the state maintained roadways to include Interstate 70 and U.S. Highway 63, which historically have had a high number of serious and fatal traffic crashes. In 2018, Boone County had 13 fatal motor vehicle crashes. Of the 13 fatal crashes, 7 of them occurred within the city of Columbia and 6 occurred on State Highways outside of the City of Columbia.

Since almost half of Boone County's fatal crashes occurred within the City of Columbia, the Boone County Sheriff's Department intends to utilize the grant to fund additional enforcement efforts inside the City of Columbia throughout the 2019-2020 grant year.

We are also asking for funding to reimburse Boone County Joint Communications for costs for dedicated dispatcher/communications operator for HMV activities. Due to the increased workload these organized enforcement activities create for Boone County Joint Communications, they will often bring in a dedicated dispatcher/communications operator to work the details. We are asking for funding to cover 40 hours for dispatcher/communications operator costs throughout the grant year.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. We have experienced a substantial unexpended balance with our Full-Time DWI/Traffic Unit grant in the past. Our staffing levels had been low the last couple of years and we had a vacant Full-Time DWI/Traffic Unit position in 2017 and part of 2018. We currently have our FT DWI unit positions filled.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	195
19 Total number of speeding violations written by your agency.	543
20 Total number of HVM violations written by your agency.	158
21 Total number of child safety/booster seat violations written by your agency.	19
22 Total number of safety belt violations written by your agency.	122
23 Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	7122
25 Total number of traffic crashes resulting in a fatality.	55
26 Total number of traffic crashes resulting in a serious injury.	2208
27 Total number of speed-related traffic crashes.	1112
28 Total number of speed-related traffic crashes resulting in a fatality.	20
29 Total number of speed-related traffic crashes resulting in a serious injury.	404
30 Total number of alcohol-related traffic crashes.	387
31 Total number of alcohol-related traffic crashes resulting in a fatality.	13
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	143
33 Total number of unbuckled fatalities.	23
34 Total number of unbuckled serious injuries.	67

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	70
36 Total number of commissioned patrol and traffic officers.	38
37 Total number of commissioned law enforcement officers available for overtime enforcement.	45
38 Total number of vehicles available for enforcement.	47

39 Total number of radars/lasers.	44
40 Total number of in-car video cameras.	47
41 Total number of PBTs.	35
42 Total number of Breath Instruments.	4

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

In analyzing the 7,122 motor vehicle crashes that occurred within Boone County 2015–2017, 744 (10.4%) occurred on Interstate 70, 758 (10.6%) occurred on US Highway 63, 514 (7.2%) occurred on County Roads, 2,478 (34.8%) occurred on other various state maintained roadways, and 2,628 (36.9%) occurred on City Streets.

Based on these numbers, and the fact that the Boone County Sheriff's Department is basically the only law enforcement agency conducting enforcement on county maintained roadways in Boone County, our slowdown operations and HMV enforcement details will include enforcement efforts primarily focused on County Roadways, US Highway 63, Interstate 70, various state maintained roadways within Boone County and City Streets within the City of Columbia. Enforcement efforts will be performed in high traffic areas and areas known for violations and/or crashes throughout Boone County and the City of Columbia.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

According to the statistics from 2015-2017, the frequency of crashes within Boone County ranged from 518 to 782 in any given month; therefore, the Boone County Sheriff's Department will conduct this enforcement year-round (October - September).

2015 - 2017 traffic crashes by month in Boone County:

- January - 524
- February - 559
- March - 572
- April - 581
- May - 615
- June - 546
- July - 518
- August - 621
- September - 613
- October - 782
- November - 578
- December - 613

46 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2015-2017, motor vehicle crashes within Boone County are likely to occur Sunday through Saturday; however, 77% of the crashes occurred Monday through Friday. Most of our slowdown operations will be conducted Monday through Friday.

2015 – 2017 Traffic Crashes by day of week in Boone County:

Sunday - 774
Monday – 1,056
Tuesday – 1,034
Wednesday – 1,088
Thursday – 1,078
Friday - 1,230
Saturday – 826
Unknown – 36

47 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2015 - 2017, approximately 73.0% (5,202 of 7,122) of the total number of traffic crashes and approximately 69.5% (773 of 1,112) of the speeding involved traffic crashes in Boone County occurred between the hours of 7:00 A.M. and 7:00 P.M. Based on these facts, most of our enforcement under this grant will be conducted between the hours of 7:00 A.M. and 7:00 P.M., though this may vary occasionally.

48 Enter the number of officers assigned during the enforcement period.

4

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

Two Stalker Lidar XLR units for speed enforcement and crash investigations. Deputies have radar units mounted in their vehicles, but lidar units are beneficial when working stationary speed enforcement at locations where they can sit perpendicular to traffic flow.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

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ADDITIONAL FUNDING SOURCES

Boone County Sheriff's Department Cyber Crimes Task Force, 2019 (SCCG) State Cyber Crimes Grant 2019-SCCG-001, executed on 08/01/2018, project dates 06/01/2018 - 05/31/2019, awarded \$184,594.61

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Edward Byrne Memorial Justice Assistance Grant: 2018-DJ-BX-0175 (JAG) - BCSD Awarded \$15,533.20 - 10/1/2017-9/30/2021

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Other	Stalker Lidar XLR unit for speed enforcement and crash investigations.	2	\$2,284.00	\$4,568.00	\$0.00	\$4,568.00
					\$4,568.00	\$0.00	\$4,568.00
Personnel							
	Overtime and Fringe	Overtime and fringe for deputies working the slowdown details and various HMV details under this grant.	288	\$39.00	\$11,232.00	\$0.00	\$11,232.00
	Overtime and Fringe	Overtime and fringe to reimburse the cost of a dedicated communications operator (dispatcher for the slowdown / HMV details being conducted for this grant)	40	\$34.00	\$1,360.00	\$0.00	\$1,360.00
					\$12,592.00	\$0.00	\$12,592.00
Training							
	Professional Development	LETSAC Conference for BCSD deputies that have assisted in fulfilling the HMV grant funded details.	4	\$700.00	\$2,800.00	\$0.00	\$2,800.00
	Professional Development	Lifesavers Conference for 2 deputies	2	\$1,000.00	\$2,000.00	\$0.00	\$2,000.00
					\$4,800.00	\$0.00	\$4,800.00
Total Contract					\$21,960.00	\$0.00	\$21,960.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2017_OMB_Circular_A-133.pdf	02/04/2019



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION


On February 26, 2019 the County Commission of Boone
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
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financial assistance from the Highway Safety Division.

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government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.



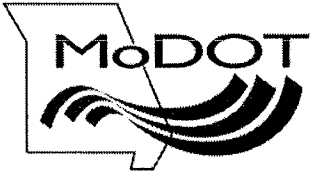
County Commissioner



County Commissioner



Presiding Commissioner



Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2019 through September 30, 2020

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2019)

Agency: Boone County Sheriff's Dept. Agency ORI#: MO0100000
Address: 2121 County Dr. Federal Tax ID#: 436000349
DUNS #: 182739177
City: Columbia State: MO Zip: 65202-9064 County: Boone
Phone: 573-875-1111 Fax: 573-874-8953
Contact: Sgt. Nikki Antimi Email: dantimi@boonecountymo.org
Jurisdiction: Urban Jurisdiction Population: 129,098
Targeted Population: Youth

Project activity for which your agency is requesting funding:

Youth Alcohol

Project Title: Youth Alcohol Enforcement Requested Amount: \$3,276.00
Brief Description: Youth Alcohol Enf/Compliance Checks

Dwayne Carey
Authorizing Official

[Handwritten Signature]
Authorizing Official Signature

Sheriff
Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82.4 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

There are several high schools and at least 3 college campuses in the Columbia/Boone County area, so we have a large youth (under 21 years of age) population. Members of the Boone County Sheriff's Department often encounter underage individuals that have been consuming intoxicants. It is also well known that youth have been able to purchase alcohol at locations within Boone County.

When looking at the Missouri state-wide statistics for "Missouri 21 and Under Driver Alcohol Involved Traffic Crashes" from 2015 - 2017, Boone County was ranked as the 5th highest county in the state and the City of Columbia is ranked as the 3rd highest city in the state.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease alcohol-impaired driving involved fatalities by 3.45 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 230.3 by December 31, 2019.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving involved serious injuries by 7.51 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 505.1 by December 31, 2019.

Our goal with this program is to help support the goal of decreasing the fatalities involving alcohol-impaired drivers under the age of 21. We believe by using this program to reduce the availability of alcoholic beverages to those less than 21 years of age it will help reduce the number of impaired drivers under the age of 21 on our roadways.

PROJECT DESCRIPTION

Deputies will conduct alcohol compliance checks at various businesses and/or events where alcoholic beverages are sold around Boone County. They will also conduct party patrols throughout Boone County, to deter under-age drinking at private residences/locations.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. We have experienced a substantial unexpended balance with our Full-Time DWI/Traffic Unit grant in the past. Our staffing levels had been low the last couple of years and we had a vacant Full-Time DWI/Traffic Unit position in 2017 and part of 2018. We currently have our FT DWI unit positions filled.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

**Please use the most current 12-months of data available for answering questions 18-23.
Include ALL of your agency's statistics, not just those issued during grant activity.**

18 Total number of DWI violations written by your agency.	195
19 Total number of speeding violations written by your agency.	543
20 Total number of HVM violations written by your agency.	158
21 Total number of child safety/booster seat violations written by your agency.	19
22 Total number of safety belt violations written by your agency.	122
23 Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	7122
25 Total number of traffic crashes resulting in a fatality.	55
26 Total number of traffic crashes resulting in a serious injury.	2208
27 Total number of speed-related traffic crashes.	1112
28 Total number of speed-related traffic crashes resulting in a fatality.	20
29 Total number of speed-related traffic crashes resulting in a serious injury.	404
30 Total number of alcohol-related traffic crashes.	387
31 Total number of alcohol-related traffic crashes resulting in a fatality.	13
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	143
33 Total number of unbuckled fatalities.	23
34 Total number of unbuckled serious injuries.	67

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	70
36 Total number of commissioned patrol and traffic officers.	38
37 Total number of commissioned law enforcement officers available for overtime enforcement.	45
38 Total number of vehicles available for enforcement.	47

39 Total number of radars/lasers.	44
40 Total number of in-car video cameras.	47
41 Total number of PBTs.	35
42 Total number of Breath Instruments.	4

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

The alcohol compliance checks will be conducted at various businesses and/or events where alcoholic beverages are sold around Boone County.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

The alcohol compliance checks will be conducted during random months throughout the year.

46 Enter the days of the week in which enforcement will be conducted.

The alcohol compliance checks may be conducted on any day of the week; though they are likely to occur on Wednesday, Thursday, Friday or Saturday. Party patrols will mostly occur on Fridays and Saturdays.

47 Enter the time of day in which enforcement will be conducted.

Primarily enforcement times will be late afternoon, early evening, and night time hours; however, we may conduct these occasionally during the daytime hours.

48 Enter the number of officers assigned during the enforcement period. 3

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

No equipment or supplies are requested with this project.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

ADDITIONAL FUNDING SOURCES

Boone County Sheriff's Department Cyber Crimes Task Force, 2019 (SCCG) State Cyber Crimes Grant 2019-SCCG-001, executed on 08/01/2018, project dates 06/01/2018 - 05/31/2019, awarded \$184,594.61

Missouri Internet Crimes Against Children Task Force Award number 2017-MC-FX-K023, Awarded \$10,000 for equipment and/or training, 10/01/18 - 08/30/2019.

Edward Byrne Memorial Justice Assistance Grant: 2017-DJ-BX-0658 (JAG) - BCSD Awarded \$14,985.20 - 10/01/2016-9/30/2020

Edward Byrne Memorial Justice Assistance Grant: 2018-DJ-BX-0175 (JAG) - BCSD Awarded \$15,533.20 - 10/1/2017-9/30/2021

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and Fringe	Overtime and fringe for deputies conducting compliance checks and/or party patrols.	84	\$39.00	\$3,276.00	\$0.00	\$3,276.00
					\$3,276.00	\$0.00	\$3,276.00
Total Contract					\$3,276.00	\$0.00	\$3,276.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2017_OMB_Circular_A-133.pdf	02/04/2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the

26th

day of

February

20 19

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Heather Koch	Boone County Family Resources	March 1, 2019 thru February 28, 2022

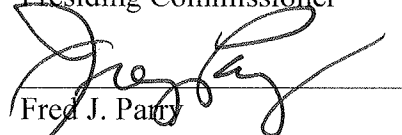
Done this 26th day of February 2019.

ATTEST:

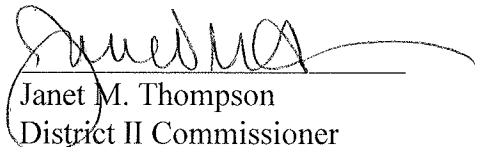
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

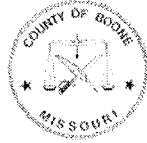


Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Dan Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Family Resources Board of Directors

Name: Heather Koch

Home Address: 2929 S. Running Deer Ct

City: Columbia **Zip Code:** 65201

Business Address: _____

City: _____ **Zip Code:** 65201

At which address would you prefer to be contacted? HOME

E-mail: hturekkoch@gmail.com

Phone (Home): (314)610-2121 **Phone (Work):** _____

Fax: _____

References:

Jeanenne Dallas, colleague on Missouri Board of OT; fieldwork supervisor in 2001. known for 18 years. Dallasjm@aol.com Michelle Vomund, speech therapist. work colleague at SSM in St. Louis. known for 11 years. mvomund@maryville.edu

Are you a Boone County resident? Y

How long have you lived in Boone County? 7 Years 5 Months

Are you a registered voter? Y

Have you previously served as a member of a board? If yes, identify the board and dates of service.

Yes. Advisory Board for St. Charles Community College Occupational Therapy Assistant Program, 2006-2011

What other professional, civic or community endeavours are you currently involved in?

Missouri Licensure Board for Occupational Therapy, appointed October 2015

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)?

If so, please list dates and positions held.

no

Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes? Y

If yes, please identify the person and relationship: Joseph Koch

Have you or a family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? Y

If yes, identify the individual who applied, their relationship to you and the date of the application.

Joseph Koch. He is my four year old son; was diagnosed with autism in October 2017. Has been receiving services from Boone County Family Resources since spring 2016

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I am an occupational therapist, and, have been a provider and a recipient of services due to my son's diagnosis of autism. I have served on boards in the past, and, enjoy the inner workings of a board and meeting others with a passion to serve others

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? N

If yes, please explain.

—

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? N

If so, please give dates of employment and position held.

—

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Family Resources? N

If so, identify the interest and the relationship.

—

Have you every been arrested, charged, or convicted of any felony? N

If yes, please explain.

—

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? N

If yes, please explain.

—

Are your Boone County taxes paid in full to date? Y

If no, please explain.

—

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

Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution