

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 04

In the County Commission of said county, on the

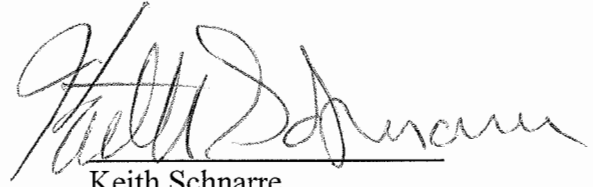
9th day of March

20 04

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

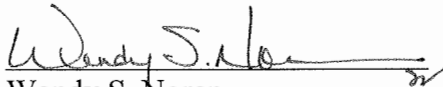
Now on this day the County Commission of the County of Boone does hereby approve the City of Columbia Cooperative Bid 76/2003 for Welding Services with High Point Welding. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 9th day of March, 2004.



Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

85-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 25, 2004
RE: 76/2003 (City Cooperative Bid) – Welding Services – Secondary Supplier

In September 2003, commission order 448-2003, the cooperative contract from the City of Columbia for Welding Services with Montgomery Welding and Repair was approved. The City has recently awarded High Point Welding as the Secondary Supplier and Public Works and Purchasing recommend utilizing this contractor as a secondary supplier. The City of Columbia Cooperative Agreement if number is 76/2003. This contract runs through February 28, 2005 and has three one-year optional renewals.

This is a county-wide term and supply contract but will be used primarily by Public Works.

cc: Chip Estabrooks, PW
Bid File

**PURCHASE AGREEMENT
FOR
WELDING SERVICES
SECONDARY SUPPLIER**

THIS AGREEMENT dated the 9 day of MARCH 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **High Point Welding, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Welding Services** in compliance with all bid specifications and any addendum issued for the City of Columbia Contract **76/2003**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the City of Columbia Contract 76/2003 shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on the date written above and extend through February 28, 2005, 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 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with welding services on an as needed basis per the bid specifications. High Point Welding, Inc. shall act as the secondary supplier and shall furnish Welding Services for the County if the primary contracted supplier cannot provide an acceptable schedule for the County.

4. **Response Time** - Vendor agrees to a response time of 1-12 hours for portable welding and 2 hours shop or emergency welding service after notification for work to be performed.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

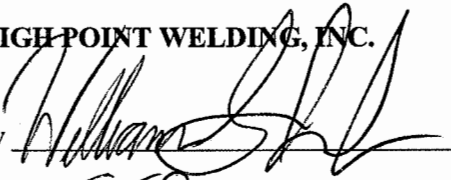
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **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:

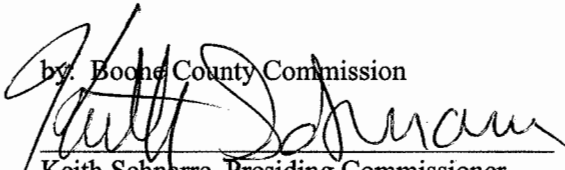
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications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

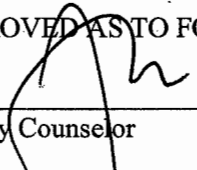
HIGH POINT WELDING, INC.

by 
title CEO

BOONE COUNTY, MISSOURI

by Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

In accordance with RSMo 55.660, 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 result in a measurable county obligation at this time.)

no encumbrance required 2/26/04 Public Works Term and Supply
Signature by se Date Appropriation Account

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

February 14, 2005

High Point Welding, Inc.
William Irvin, Jr.
2205 Burlington
Columbia, MO 65202
Fax 573-474-8749

RE: 76/2003 – Welding Services City of Columbia Coop Contract

Dear Mr. Irvin:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated January 03, 2004, you agree to renew the contract under the same terms and conditions as the original contract. This contract renewal period will cover through February 28, 2006.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File
Auditor

85-2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned Term. 20 04

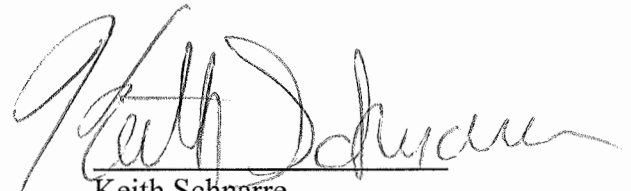
In the County Commission of said county, on the 9th day of March 20 04

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

Now on this day the County Commission of the County of Boone does hereby approve the following General Consultant Service Agreements and authorize the Presiding Commissioner to sign said agreements:

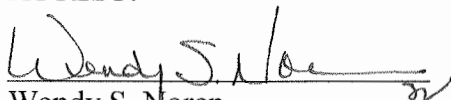
- Bucher, Willis, & Ratliff Corporation
- Butler, Rosenbury, and Associates
- EFK Moen, LLC
- Harrington & Cortelyou, Inc.
- The Larkin Group
- Olsson Associates
- Peckham & Wright Architects, Inc.
- Project Solutions
- RTI Consultants
- Simon Oswald Associates
- Terracon Consultants, Inc.
- Trabue, Hansen, and Hinshaw

Done this 9th day of March, 2004.



Keith Schnarre
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission

absent

Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT 86-2004
(Fiscal Year 2004)

THIS AGREEMENT dated this 9 day of MARCH, 2004, 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 Bucher, Willis & Ratliff Corp. (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

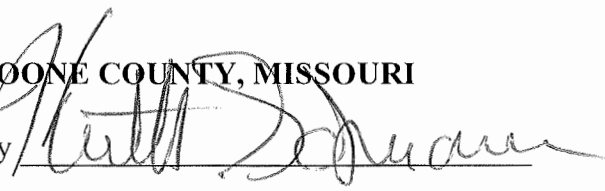
BUCHER, WILLIS & RATLIFF CORP.

By 
Ronald A. Williamson

Title Executive Vice President

Dated: 2-4-04


BOONE COUNTY, MISSOURI

By 

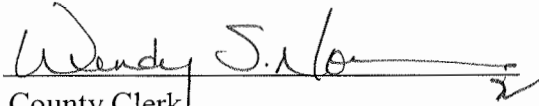
Keith Schnarre, Presiding Commissioner

Dated: 9 MARCH 2004

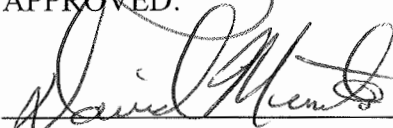
APPROVED AS TO FORM:


County Attorney

ATTEST:

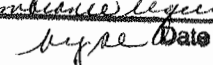

County Clerk

APPROVED:


Director, Boone County Public Works

CERTIFICATION:

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

no encumbrances required 2/26/04
Auditor  Date

BUCHER, WILLIS & RATLIFF CORPORATION
HOURLY RATES
THROUGH DECEMBER 31, 2004

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 175.00
Senior Project Manager	\$ 150.00
Project Manager	\$ 125.00
Senior Technical Manager	\$ 120.00
Senior Engineer	\$ 120.00
Design Engineer IV	\$ 100.00
Design Engineer III	\$ 90.00
Design Engineer II	\$ 80.00
Design Engineer I	\$ 70.00
Senior Environmental Scientist	\$ 115.00
Environmental Scientist II	\$ 65.00
Environmental Scientist I	\$ 55.00
Environmental Planner	\$ 50.00
Senior Planner.....	\$ 115.00
Planner II	\$ 85.00
Planner I	\$ 75.00
Senior Architect	\$ 125.00
Architect II	\$ 120.00
Architect I	\$ 95.00
Architectural Intern	\$ 75.00
Senior Park Planner	\$ 120.00
Senior Landscape Architect	\$ 125.00
Landscape Architect III	\$ 85.00
Landscape Architect II	\$ 75.00
Landscape Architect I	\$ 60.00
Senior Technician	\$ 90.00
Technician III	\$ 80.00
Technician II	\$ 70.00
Technician I	\$ 55.00
Technician Intern	\$ 45.00
Senior Registered Land Surveyor	\$ 150.00
Registered Land Surveyor	\$ 75.00
Two-Man Survey Crew	\$ 125.00
Survey Technician	\$ 60.00
Administrative Assistant	\$ 80.00
Word Processor	\$ 50.00
Clerical	\$ 45.00
Nuclear Testing Gauge	\$ 50.00/Unit/Day
Traffic Studies Equipment	\$ 15.00/Unit/Day
Mileage	Current IRS-Approved Mileage Rate
Survey Vehicle Mileage	\$ 0.45/Mile

GENERAL CONSULTANT SERVICES AGREEMENT 86-2004
(Fiscal Year 2004)

THIS AGREEMENT dated this 2nd day of February, 2004, 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 Butler, Rosenbury & Associates (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUTLER, ROSENBURY & ASSOCIATES

By Tim Minkley

Title EXECUTIVE VICE PRESIDENT

Dated: FEBRUARY 2, 2004

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 9 MARCH 2004

ATTEST:

Wendy J. Noe
County Clerk

CERTIFICATION:

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

no encumbered 2/26/04
Auditor myself Date

EXHIBIT A

2004 SCHEDULE OF HOURLY RATES

Principal Architect or Engineer	\$145.00
Architect Associate	\$120.00
Architect Manager	\$100.00
Architect III	\$75.00
Architect II	\$70.00
Architect I	\$65.00
Intern Architect III	\$60.00
Intern Architect II	\$55.00
Intern Architect I	\$50.00
Engineer Manager	\$110.00
Engineer III	\$95.00
Engineer II	\$75.00
Engineer Intern	\$60.00
Planner	\$80.00
Landscape Architect III	\$100.00
Landscape Architect II	\$90.00
Landscape Architect I	\$60.00
Interior Designer IV	\$70.00
Interior Designer III	\$65.00
Interior Designer II	\$55.00
Interior Designer I	\$50.00
Technologist III	\$55.00
Technologist II	\$45.00
Technologist I	\$40.00
Administrative III	\$70.00
Administrative II	\$50.00
Administrative I	\$35.00

2004 SCHEDULE OF REIMBURSABLE EXPENSES**REPRODUCTIONS**

Blue-line or Blackline Prints:	
18" x 24"	\$0.75 Each
24" x 36"	\$1.00 Each
30" x 42"	\$1.25 Each
Sepia Prints	1.1xDirect Cost
Mylar Prints	1.1xDirect Cost
Photocopies (8.5" x 11" or 8.5" x 14")	\$0.10 Each

CORRESPONDENCE

Long Distance Telephone	1.1xDirect Cost
Overnight Mail	1.1xDirect Cost
Courier	1.1xDirect Cost
Postage	1.1xDirect Cost
Long Distance Outgoing Facsimile	1.1xDirect Cost

TRAVEL

Out of Town Automobile Mileage	\$0.37 per Mile
Air Travel	1.1xDirect Cost
Out of Town Lodging & Meals	1.1xDirect Cost

GENERAL CONSULTANT SERVICES AGREEMENT
(Fiscal Year 2004)

86-2004

THIS AGREEMENT dated this 9 day of MARCH, 2004, 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 EFK Moen, LLC (herein "Consultant").

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

1. **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 or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EFK MOEN, LLC

By Linda L. Moen
Linda L. Moen

Title President/Manager

Dated: 2/4/04

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 9 MARCH 2004

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Noe
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrances required 2/26/04
Auditor [Signature] Date

EFK ♦ Moen, LLC

SCHEDULE OF HOURLY LABOR BILLING RATES

Effective February 2004

Using Actual 2003 Overhead Rate

	Actual Hourly Labor Rates	Overhead 153.00%	Profit 12%	Billing Rate
Engineering Principal	\$ 52.73	\$ 80.67	\$ 16.01	\$ 149.41
Project Manager	\$ 40.95	\$ 62.65	\$ 12.43	\$ 116.04
Structural Project Manager	\$ 42.95	\$ 65.71	\$ 13.04	\$ 121.70
Structural Engineer	\$ 35.00	\$ 53.55	\$ 10.63	\$ 99.18
Senior Project Engineer	\$ 32.50	\$ 49.73	\$ 9.87	\$ 92.09
Intermediate Project Engineer	\$ 27.10	\$ 41.46	\$ 8.23	\$ 76.79
Project Engineer	\$ 20.00	\$ 30.60	\$ 6.07	\$ 56.67
Project Designer	\$ 29.52	\$ 45.16	\$ 8.96	\$ 83.64
Senior Design Technician	\$ 19.48	\$ 29.80	\$ 5.91	\$ 55.20
Design Technician	\$ 18.38	\$ 28.11	\$ 5.58	\$ 52.07
Surveying Manager, PLS	\$ 35.52	\$ 54.35	\$ 10.78	\$ 100.65
Survey Crew Chief	\$ 21.67	\$ 33.15	\$ 6.58	\$ 61.39
Survey Technician	\$ 15.15	\$ 23.17	\$ 4.60	\$ 42.91
Administrative/Clerical	\$ 10.00	\$ 15.30	\$ 3.04	\$ 28.34
Summer Intern/Temporary	\$ 15.00	\$ 22.95	\$ 4.55	\$ 42.50

GENERAL CONSULTANT SERVICES AGREEMENT 86-2004
(Fiscal Year 2004)

THIS AGREEMENT dated this 9 day of MARCH, 2004, 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 Harrington and Cortelyou, Inc. (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HARRINGTON AND CORTELYOU, INC.

By Mark A. Duck

Title Vice President

Dated: Feb. 10, 2004

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 9 MARCH 2004

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. [Signature]
County Clerk

APPROVED:

David [Signature]
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 2/26/04
Auditor [Signature] Date

	<u>2004 Actual Salary Rates</u>	<u>2004 Billable Rates</u>
Principals		
D. M. Waltemath	44.68	125.10
K. R. Eisenbeis	42.82	119.90
Project/Senior Engineers		
M. S. Huck	39.51	110.63
E. W. Neprud	36.64	102.59
S. M. Warger	36.64	102.59
Design Engineers		
S. A. Pellegrino	33.76	94.53
S. D. Shafer	31.18	87.30
M. W. Carroll	31.03	86.88
M. J. Turner	30.75	86.10
K. S. Marx	24.71	69.19
D. J. Glastetter	23.85	66.78
L. L. Shadewald	23.13	64.76
P. N. Wuertz	21.98	61.54
J. C. Tarbell	21.41	59.95
A. R. Bush	20.37	57.04
D. R. Schulte	19.89	55.69
J. M. Davis	19.89	55.69
Technicians/Drafters		
J. K. Green	28.88	80.86
J. L. Kelly	27.73	77.64
T. L. Wells	26.58	74.42
B. T. Kearns	24.86	69.61
M. T. Lynn	20.55	57.54
K. M. White	14.37	40.24
Special Consultants		
R. G. Crabtree	38.50	107.80
H. G. Jones	38.50	107.80
G. N. Pavlakis	37.00	103.60
B. Krey	27.00	75.60

Compensation:

We request compensation on the basis of the billable rate of employees and direct reimbursement for expenses related to the performance of the contract, including subcontracts, printing and reproduction, computer charges and automobile mileage.

Automobile rate for 2004 has been set at \$0.375 per mile.

GENERAL CONSULTANT SERVICES AGREEMENT 86-2004
(Fiscal Year 2004)

THIS AGREEMENT dated this 9 day of MARCH, 2004, 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 The Larkin Group (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE LARKIN GROUP

By 

Title Vice President

Dated: 1/29/04

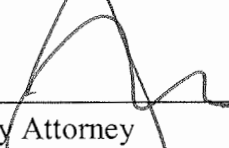
BOONE COUNTY, MISSOURI

By 

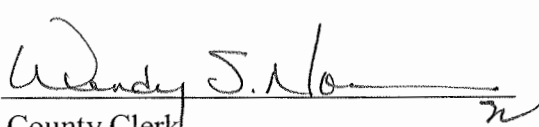
Keith Schnarre, Presiding Commissioner

Dated: 9 MARCH 2004

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 2/26/04
Auditor hysse Date

THE LARKIN GROUP
Billing Rate Schedule
Rates for January 1, 2004

Professional Services	BILLING RATE RANGE		
PRINCIPAL	\$145	to	\$185
ASSOCIATE	\$100	to	\$145
ASSOCIATE ENGINEER	\$80	to	\$115
ENVIRONMENTAL SCIENTIST	\$60	to	\$95
INTERN ENGINEER/ENGINEER IN TRAINING (IE/EIT)	\$70	to	\$100
PROJECT REPRESENTATIVE	\$50	to	\$85
DESIGN TECHNICIAN	\$80	to	\$105
CAD TECHNICIAN	\$45	to	\$95
LAND SURVEYOR	\$75	to	\$90
SURVEY PARTY CHIEF	\$55	to	\$75
ROD-INSTRUMENT OPERATOR	\$45	to	\$60
PROJECT RELATED SUPPORT SERVICES	\$40	to	\$70

Salary adjustments normally occur at approximately the end of each calendar year.

Equipment Charges:	
AUTOMOBILE MILEAGE	\$0.375/mile
COMPUTER TIME:	\$ 10/hour
SURVEY VEHICLE MILEAGE	\$ 0.50/mile
SURVEYING TOTAL STATION EQUIP	\$15/hour
GLOBAL POSITIONING SYSTEM	\$45/hour

REVISED @
12/03/03

GENERAL CONSULTANT SERVICES AGREEMENT 86-2004
(Fiscal Year 2004)

THIS AGREEMENT dated this 9 day of MARCH, 2004, 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 Olsson Associates (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OLSSON ASSOCIATES

By Chip Carlson

Title Vice President

Dated: 1/29/04

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 9 MARCH 2004

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy J. No
County Clerk

APPROVED:

David M. [Signature]
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 2/26/04
Auditor lyse Date

**KANSAS CITY BILLING RATE SCHEDULE - YEAR 2004
ENGINEERING/SCIENTIFIC**

<u>Classification</u>	<u>Hourly Rate</u>
CEO	280.00
COO	208.00
 Engineers:	
Regional Manager	174.00
Team Managers/Leaders	168.00
Operations/Sales Manager	167.00
Group Leaders	140.00
Senior Engineer	143.00
Senior Project Engineer	124.00
Project Engineer	108.00
Associate Engineer	89.00
Assistant Engineer	76.00
Student Engineering Position	43.00
 Environmental Scientists:	
Senior Environmental Scientist	114.00
Senior Project Environmental Scientist	96.00
Project Environmental Scientist	80.00
Associate Environmental Scientist	70.00
Assistant Environmental Scientist	59.00
 Landscape Architects:	
Senior Landscape Architect	123.00
Senior Project Planner	102.00
Senior Project Landscape Architect	101.00
Project Landscape Architect	85.00
Associate Landscape Architect	66.00
Assistant Landscape Architect 1	55.00
 Technical Positions:	
Technical Manager	91.00
Design Associates	78.00
Design Technician	69.00
Senior Technicians	62.00
Associate Technician	52.00
Assistant Technicians	43.00

**KANSAS CITY BILLING RATE SCHEDULE - YEAR 2004
ENGINEERING/SCIENTIFIC**

<u>Classification</u>	<u>Hourly Rate</u>
Surveyors:	
Senior Surveyor	90.00
Surveyor	76.00
Associate Surveyor	55.00
Assistant Surveyor	43.00
 Administrative:	
Accounting Controller	111.00
Administrative Manager	82.00
Administrative Supervisor	71.00
Administrative Coordinator	62.00
Administrative Assistant	52.00
Secretarial	47.00
Office Assistant	32.00
 Computer Support:	
Network Systems Coordinator	85.00
Computer Systems Coordinator	63.00
Computer Programmer	73.00
Computer Systems Technician	45.00

NOTE: Right is reserved to make adjustments to classifications for special personnel.
Rates will be adjusted to correspond.

GENERAL CONSULTANT SERVICES AGREEMENT 86-2004
(Fiscal Year 2004)

THIS AGREEMENT dated this 9 day of MARCH, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Peckham & Wright (herein "Consultant").
Architects Inc NP 1269

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PECKHAM & WRIGHT ARCHITECTS, INC
By NICHOLAS PECKHAM

NP
1/26/04

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Title CEO

Dated: 1-26-04

Dated: 9 MARCH 2004

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. [Signature]
County Clerk

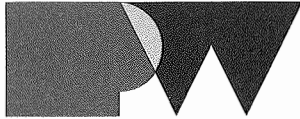
APPROVED:

David [Signature]
Director, Boone County Public Works

CERTIFICATION:

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

no unencumbered funds 2/26/04
Auditor [Signature] Date



PWA HOURLY RATE SCHEDULE

as of January 2004

SR. PRINCIPAL	\$125.00
PRINCIPAL	\$110.00
PROJECT MANAGER	\$105.00
ARCHITECT IV	\$95.00
ARCHITECT III	\$85.00
ARCHITECT II	\$75.00
ARCHITECT I	\$65.00
TECHNICIAN	\$60.00
SR. ADMINISTRATIVE	\$55.00
ADMINISTRATIVE	\$40.00

The following expenses will be billed at our cost x 1.2: (sub)consultants, reproduction, out-of-town travel, long-distance phone, photographs, renderings, and postage/shipping/delivery.

P E C K H A M & W R I G H T A R C H I T E C T S , I N C .

a member of
PWAE Group, Inc.

15 South Tenth Street
Columbia, Missouri 65201
573.449.2683

fax: 573.442.6213
www.PWAarchitects.com

GENERAL CONSULTANT SERVICES AGREEMENT 86-2004
(Fiscal Year 2004)

THIS AGREEMENT dated this 9 day of MARCH, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Project Solutions (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROJECT SOLUTIONS

By Gary S. Morgan

Title President

Dated: January 27, 2004

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 9 MARCH 2004

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy J. [Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 2/26/04
Auditor [Signature] Date

SCHEDULE OF SERVICES AND FEES

Project Solutions Engineering, Inc.

January 1, 2004

PRINCIPALS	<i>Per Hour</i>	\$ 125.00
ENGINEERING		
Engineer - 6		\$ 110.00
Engineer - 5		\$ 100.00
Engineer - 4		\$ 90.00
Engineer - 3		\$ 80.00
Engineer - 2		\$ 70.00
Engineer - 1		\$ 60.00
TECHNICAL SUPPORT		
Technical Support - 5		\$ 75.00
Technical Support - 4		\$ 65.00
Technical Support - 3		\$ 60.00
Technical Support - 2		\$ 50.00
Technical Support - 1		\$ 45.00
CAD/Drafting Service - 1		\$ 40.00
Clerical		\$ 40.00

REIMBURSABLE EXPENSES

Mileage @ 37.5 cents/mile	Cost
Travel & Lodging	Cost x 1.1
Printing & Reproducibles	Cost x 1.1
Telephone & Facsimiles	Cost x 1.1
Miscellaneous Materials	Cost x 1.1
Testing Services	Cost x 1.15
Consultant Services	Cost x 1.15
All other project related expenses	Cost x 1.1

GENERAL CONSULTANT SERVICES AGREEMENT
(Fiscal Year 2004)

86-2004

THIS AGREEMENT dated this 3rd day of February, 2004, 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 RTI Consultants (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RTI CONSULTANTS

By William D. Connor

Title President

Dated: 2-3-04

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 9 MARCH 2004

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. [Signature]
County Clerk

APPROVED:

David Muntz
Director, Boone County Public Works

CERTIFICATION:

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

no unencumbered required 2/26/04
Auditor byse Date

RTI CONSULTANTS
SCHEDULE OF SERVICES & FEES
EFFECTIVE JANUARY 1, 2004

A. Consulting

Consulting and technical services for visual reviews, specifications, field supervision, data analysis, failure analysis, evaluations, recommendations, budgets, reporting, consultation, and non-destructive roof moisture surveys.

1. CEO, President	\$130.00/hour
2. Principal	\$110.00/hour
3. Registered Roof Consultant	\$90.00/hour
4. Project Manager	\$90.00/hour
5. Engineer	\$85.00/hour
6. Technical Consultant	\$75.00/hour
7. Field Technician	\$55.00/hour
8. AutoCAD Operator	\$45.00/hour
9. Deposition/Court Time	\$90.00/hour
10. Clerical	\$35.00/hour

B. Construction Monitoring

Monitors to observe the design installation for compliance with the contract documents.

1. Construction Monitor	\$65.00/hour
-------------------------	--------------

C. Roof Moisture Surveys

Infrared or Capacitance non-destructive roof moisture surveys.

1. Equipment Operator	\$100.00/hour
2. Infrared Equipment	\$350.00/day
3. Nuclear Equipment	\$350.00/day
4. Dielectric Equipment	\$150.00/day

D. Mileage \$0.375/mile

E. Air Travel Cost + 15%

F. Per Diem \$120.00/person/day

G. Miscellaneous Reimbursable (printing, photos, shipping) Cost + 15%

H. Additional Insured \$75.00/each

Notes: Services and/or fees not listed above will be quoted upon request. The above unit prices are applicable for twelve months from the date of this proposal and are subject to change without notice.

Fees good through December 31, 2004

GENERAL CONSULTANT SERVICES AGREEMENT
(Fiscal Year 2004)

86-2004

THIS AGREEMENT dated this 21st day of January, 2004, 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 Oswald (herein "Consultant").
Oswald ASSOCIATES

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

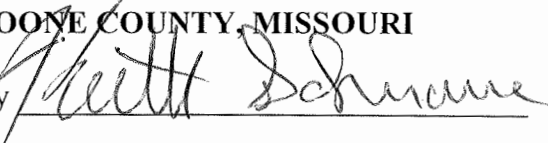
OSWALD ASSOCIATES INC.
~~SIMON AND OSWALD~~

By 

Title PRESIDENT

Dated: 1/21/04

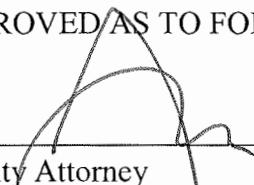
BOONE COUNTY, MISSOURI

By 

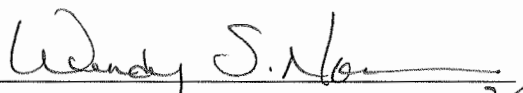
Keith Schnarre, Presiding Commissioner

Dated: 9 MARCH 2004

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

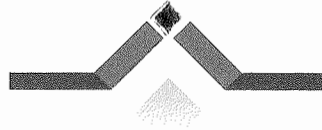
APPROVED:


Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 2/26/04
Auditor byre Date



simon oswald *associates*
architecture and interiors, inc.

HOURLY RATES – 2004

Architect / Principal	\$140.00 per hour
Architect Associate/Senior Architect	\$110.00 per hour
Senior Interior Designer	\$100.00 per hour
Architect	\$ 90.00 per hour
Intern Architect III	\$ 80.00 per hour
Intern Architect II	\$ 70.00 per hour
Intern Architect I	\$ 65.00 per hour
Interior Designer II	\$ 70.00 per hour
Interior Designer I	\$ 60.00 per hour
Cadd Technician	\$ 55.00 per hour
Clerical	\$ 40.00-50.00 per hour
Students	\$ 40.00 per hour



simon oswald associates

architecture and interiors, inc.

REIMBURSABLE EXPENSES

Travel - Outside of Columbia

Car: 34.5 cents/mile

Other: 1.1 x direct cost

Mailing - Postage/Handling

1.1 x direct cost

Long Distance Telephone/Fax

1.1 x direct cost

In-House Printing

8 1/2 x 11 = .10/sheet

8 1/2 x 11(color) = 1.00/sheet

8 1/2 x 14 = .15/sheet

11 x 17 = .50/sheet

12 x 18 = .75/sheet

18 x 24 = 1.50/sheet

24 x 36 = 2.00/sheet

**Outside Reproduction of Drawings,
Specifications and other documents**

1.1 x direct cost

Renderings/Models requested by Owner

1.1 x direct cost

GENERAL CONSULTANT SERVICES AGREEMENT
(Fiscal Year 2004)

86-2004

THIS AGREEMENT dated this 9 day of MARCH, 2004, 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 Trabue, Hansen & Hinshaw, Inc. (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRABUE, HANSEN & HINSHAW, INC.

By

Shawn D. DeBe

Title

PRINCIPAL

Dated:

2/6/2004

BOONE COUNTY, MISSOURI

By

Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated:

9 MARCH 2004

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. No
County Clerk

APPROVED:

David M. B.
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 2/26/04
Auditor *hys* Date

1901 Pennsylvania Drive
Columbia, MO 65202

RATE SCHEDULE (hourly rates)

P1	Principal	\$110.00
E5	Engineer 5	\$96.00
E4	Engineer 4	\$88.00
E3	Engineer 3	\$80.00
E2	Engineer 2	\$72.00
E1	Engineer 1	\$64.00
PLS	Professional Land Surveyor	\$65.00
S3	Three Man Survey Crew	\$125.00
S2	Two Man Survey Crew	\$95.00
T5	Technician 5	\$63.00
T4	Technician 4	\$53.00
T3	Technician 3	\$46.00
T2	Technician 2	\$39.00
T1	Technician 1	\$35.00
C1	Administrative	\$35.00
Expert Testimony – Depositions & Trial		\$150.00

REIMBURSABLE EXPENSES

Mileage	\$0.35/mile
Large Format Copies	\$1.50
Other Reimbursables	cost + 10%

Revised January 2004

GENERAL CONSULTANT SERVICES AGREEMENT 86-2004
(Fiscal Year 2004)

THIS AGREEMENT dated this 16th day of February, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terracon^{LLC} (herein "Consultant"). *En 2/16/04*
Consultants, Inc.

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work 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 services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or 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 services or 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 services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERRACON Consultants, Inc. ^{HLV} 2/16/04

By Eric A. Orsini

Title ASSOCIATE PRINCIPAL

Dated: 2/16/04

BOONE COUNTY, MISSOURI

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 9 MARCH 2004

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Noe
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

no unencumbered amount 2/26/04
Auditor by se Date

Terracon

2004

Schedule of Services and Fees Geotechnical, Construction Materials, Environmental, Pavements and Facilities Services

I. PERSONNEL

Clerical	40.00/hour
Draftsman/Cad Operator	42.00/hour
Services of Technician	42.00/hour
Services of AWS Certified Welding Inspector	58.00/hour
Services of Field Engineer or Field Geologist	70.00/hour
Services of Project Engineer or Project Geologist	80.00/hour
Services of Senior Project Engineer (Registered) or Senior Project Geologist	90.00/hour
Services of Principal Engineer	100.00/hour
Services of Senior Principal Engineer	110.00/hour
Project Environmental Professional I	67.00/hour*
Project Environmental Professional II	78.00/hour
Project Environmental Professional III	87.00/hour
Project Environmental Professional IV	98.00/hour

* Increase hourly rate by 1.5 for Saturday, Sunday and Holiday work; minimum 3 hours

NOTE: Field services provided after 6:00 PM and prior to 6:00 AM subject to surcharge rates.

Deposition or court testimony at 1.5 times regular rate - minimum of \$140.00/hour

II. EXPENSES AND SUPPLIES

Mileage (beyond Columbia only – no charge for mileage within Columbia)	0.45/mile
Supplies	Cost
Per Diem (beyond Columbia only)	80.00/man/day

III. DRILLING

Location and elevation of borings	
Truck Mounted Drill Rig and two-person crew	175.00/hour
ATV Mounted Drill Rig and two-person crew	190.00/hour
Two-person crew	120.00/hour
Stratification of Boring Logs	78.00/hour
Mobilization of equipment and personnel – Truck Drill	(2.65/mile each way) \$250.00/minimum
All-Terrain or Track-mounted Drill	(3.85/mile each way) 385.00/minimum
Support Vehicle	80.00/day
Additional charge for sloping, soft ground, or swampy sites where an ATV drill rig is required	285.00/day

Auger Drill Rig

Auger drilling without sampling	8.50/foot
For disturbed grab-samples obtained from augers	
0 - 40 pulling augers	28.00/sample
40 - 80 pulling augers	38.00/sample

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

Depth-Feet

0 - 20	12.00/foot
20 - 40	13.00/foot
40 - 60	15.00/foot
60 - 80	18.00/foot
80 - 100	20.00/foot
Additional charge for drilling in weathered shale	5.50/foot
Additional charge for Hollow Stem Augers (if required)	
0 - 40	4.00/foot
40 - 80	5.00/foot

Rotary Drill Rig

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

Depth-Feet

0 - 20	13.25/foot
--------------	------------

20 - 40	15.00/foot
40 - 80	18.25/foot
(harder than Qu=5 TSF or 50 blows/ft.)	22.50/foot
80 - 120	25.50/foot
(harder than Qu=5 TSF or 50 blows/ft.)	31.00/foot

Additional charge for casing or drilling mud, where required.

Depth Feet

0 - 40 (Mud or NX Casing)	3.50/foot
(4" Casing)	5.25/foot
40 - 80 (Mud or NX Casing)	5.00/foot
(4" Casing)	6.75/foot
80 - 120 (Mud or NX Casing)	5.75/foot
(4" Casing)	8.25/foot
Drilling with organic fluids (additional)	on request
When wash boring when temperature is below 20 ^o , cost of hot..... water, if required	Cost

Additional thin wall or split-spoon samples

Depth Feet

0 - 20	18.00/sample
20 - 40	26.00/sample
40 - 60	34.00/sample
60 - 80	50.00/sample
80 - 120	60.00/sample

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

Depth-Feet

0 - 20	\$26.00/foot
20 - 40	28.00/foot
40 - 80	34.00/foot
80 - 120	39.50/foot

Rock Coring Set Up

NX Coring (5' minimum) 0 - 40 feet	90.00/boring
+ 40 feet	38.00/foot
4 inch coring	40.00/foot
Wire Line coring	on request
Rock Bit Drilling	on request
	29.00/foot

Hourly charge for field personnel and drilling equipment

Drilling w/truck-mount rig with two persons	175.00/hour
---	-------------

Drilling w/track-mount & ATV rig with two persons	190.00/hour
---	-------------

Cost of special equipment for moving drilling equipment Cost
about the site or for special permits

Stand-by time 165.00/hour

Well point installation in drilled borehole, installing plastic 195.00/hole

perforated pipe (3" max size) does not include drilling hole 5.50/foot

Additional charge for surface protector pipe and cap..... Min. of 200.00

Plugging borehole with bentonite chips (max. 8" diameter)..... 5.00/foot

NOTE:

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

IV. GEOPROBE SYSTEM

Mobilization 375.00 plus 0.75/mile

Unit Rental (Does not include personnel time)

Geoprobe® Sampling only 585.00/day

Geoprobe® with On-site Gas Chromatography Analysis 765.00/day

Gas Chromatograph only (10 samples)..... 265.00/day

Consumable Geoprobe® Supplies Cost

Standby/Client Delay Time - van and operator 165.00/hour

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

Seismic Equipment	on request
Vibration Seismograph	160.00/day
Electrical Resistivity Equipment	85.00/day
Pressuremeter, Dutch Cone, Bore Hole Shear Equipment	225.00/day
Additional Pressuremeter Membranes or End Caps	200.00/each
Vane Shear Equipment	150.00/day
Inclinometer	100.00/day
	300.00/week
	800.00/month
Inclinometer Casing	Cost
Instrumentation Equipment - Stress Strain	
Gauge	75.00/week
Dial Indicators	20.00/week
Jack - 30 Ton	90.00/week
20 Ton	90.00/week
60 Ton Hollow Core	15.00/week
100 Ton	130.00/week
Moisture meter (for moisture in wood, insulation, drywall)	30.00/day
James R-Meter (for size and location of reinforcing steel)	40.00/day
Profometer	100.00/day
Floor Flatness Equipment (Dipstick).....	115.00/day
Maturity Meter	65.00/day
Probes	20.00/each
Brass 2 inch Cube Mold	8.00/day
Pulse Velocity	90.00/day
Windsor Probe	65.00/day
Set of Three Probes	50.00/set
Beam Mold	9.00/day
Cleaning, Beam Mold	12.50/each

VI. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included)

Development, Sampling and Test Equipment

Bailer (SS)	22.00/day
Bailer (disposable)	20.00/each
Hand Pump (PVC)	30.00/day
4" Electric Pump.....	60.00/day
Temperature, pH, conductivity meters	31.00/day
Bladder Pump 1.8" OD SS.....	120.00/day
Sediment Sampler	\$18.00/day
Electric Water Level Indicator	35.00/day
Data Acquisition Station w/ Transducer	120.00/day
Additional Transducers	65.00/day
Recorder, Multi-Channel Portable Sequential Water Sampler	60.00/day
or Flow meter/chart recorder	
Portable Sequential Water Sampler with Flow meter/chart recorder.....	85.00/day
2" Redi-Flow Pump	75.00/day
Overpack Drums	170.00/each
Laser Level	75.00/day

Monitoring Equipment

Toxic Gas Detector (Single Gas)	40.00/day
Oxygen/Combustible Gas Indicator	60.00/day
Hydrocarbon/Water Interface Probe	30.00/day
Photoionization Detector.....	95.00/day
Ion Selective Meter	60.00/day
Metal/Cable Detector	50.00/day
Air Velocity Indicator (Anemometer)	45.00/day
Air Sampling Pump, Personal.....	35.00/day

Air Sample Pump, Detector Tube	15.00/day
Sound Level Meter	55.00/day
Noise Dosimeter	45.00/day
Microorganism Sampler/Pump	85.00/day
Carbon Monoxide Monitor (Single Gas)	45.00/day
Indoor Air Quality Monitor (TSI)	55.00/day
Oxygen/Combustible Gas/H2S Monitor	60.00/day
Carbon Dioxide Monitor (Single Gas)	50.00/day
Dissolved Oxygen Meter	55.00/day
Turbidity Meter	45.00/day
Landfill Gas Monitor (CH4/CO2/O2, Infrared)	95.00/day
Mercury Vapor Analyzer	75.00/day
Rescue/Retrieval Tripod and Winch	100.00/day
Manhole Ventilator	75.00/day
Detector Tubes, Colorimetric	Cost
<u>Lead/Asbestos Equipment</u>	
XRF (Lead in Paint Analyzer)	150.00/day
High Volume Sample Pump	35.00/day
Microscope (Phase Contrast)	30.00/day
<u>Cleaning Equipment</u>	
High pressure, hot water portable washer;	\$120.00/day
with Generator	160.00/day
High pressure, cold water portable washer;	60.00/day
with Generator	95.00/day
Station for Cleaning Fluid Collection	
250 Gallon capacity	35.00/day
Steam Cleaner	175.00/day
Generator	60.00/day
Cleaning Trailer (W/O fluid collection Option)	235.00/day
includes trailer, washer, generator, hoses	
<u>Supplied Atmosphere - Respiratory Equipment</u>	
Positive Pressure Airline Respirator System (per person)	175.00/day

VII. SOIL LABORATORY TESTING

Identification

Atterberg Limits Determination (LL, PL)	50.00/test
Atterberg Limits Determination (C.O.E. Method)	99.00/test
Combined Analysis (Hydrometer and Sieve)	90.00/test
Density Determination (Shelby tube sample)	9.00/test
Density Determination (Irregular sample)	30.00/test
Hydrometer Analysis	64.00/test
Organic Content (by heating)	45.00/test
Shrinkage Limit Determination	52.00/test
Sieve Analysis (Unwashed)	65.00/test
Sieve Analysis (Washed over #200 sieve)	75.00/test
Specific Gravity Determination	65.00/test
Visual Engineering (USCS) Classification	5.00/each
Moisture Content Determination	7.50/test
Soil Suction (ASTM D-5298)	30.00/test
Porosity	95.00/test
Pin Hole Dispersion	200.00/test
With Remolding of Sample	250.00/test
Sand Equivalent	135.00/test
NX Core Compressive Strength	30.00/test

Consolidation

Consolidation Test on 2-1/2 inch diameter Specimen	
Regular increasing Load Increment to 16 tsf	370.00/test
Test with Pressure-Void Ratio Curve (C.O.E. Method)	520.00/test
Plotted Time Curves	70.00/each

Each additional Unloaded-Reload Cycle	\$115.00/cycle
Swell Test single pressure	110.00/test
Additional pressures	50.00/each
Absorption/Pressure Swell Test (ASTM STP 479)	250.00/test

Shear Strength

Unconfined Compression	
Undisturbed Soil Sample	22.00/test
Undisturbed Soil Sample Corp Method	39.00/test
With Stress-Strain Curve	52.00/each
With Stress-Strain Curve Corp Method.....	67.00/each
Calibrated Hand Penetrometer or Torvane	1.00/each
Direct Shear FAST (cohesionless)	175.00/point
Direct Shear SLOW (cohesive)	275.00/point
Standard Sample Preparation	60.00/sample
Preparation on remolding for difficult samples	70.00/hour
Unconfined Compression on Cured Proctor Sample with Fly Ash	50.00/test

Triaxial Compression

	<u>Unconsolidated</u>	<u>Consolidated</u>	
	<u>Undrained Test</u>	<u>Undrained Test</u>	<u>Drained Test</u>
Total per Circle	\$ 155.00	\$ 390.00	On Request

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

Consolidated Undrained Test includes pore pressure measurements.

Consolidated Drained Test includes volume change measurement.

Compaction and Density

Laboratory CBR	200.00/test
Modified Proctor (ASTM D 1557)	155.00/test*
Modified Proctor (ASTM D 1557) Corp Method.....	185.00/test*
Relative Density (ASTM D 4253 & D 4254 wet or dry method)	200.00/each
Standard Proctor (ASTM D 698)	125.00/each*
Standard Proctor (ASTM D 698) Corp Method	150.00/each*
Standard Proctor with Fly Ash (2 hour Delay).....	200.00/each
Field CBR	On Request
* Additional charge for Coarse Aggregate Correction.....	25.00/each

Permeability

Constant Head Permeability Test	265.00/test
Falling Head Permeability Test	235.00/test
Preparation of Remolded Samples	55.00/each

Chemical Tests

pH (by meter)	30.00/each
Electrical Conductivity by slurry	30.00/each
Chloride Concentration	65.00/each
Soluble Sulfate	65.00/each
Cation Exchange Capacity of Soil	115.00/each

VIII. HEAVY WEIGHT DEFLECTOMETER - PAVEMENT EVALUATION

Field Operations (does not include analysis)	
HWD Unit & Operator (4 hour minimum).....	375.00/hour
Mobilization and Traffic Control	On request

IX. ROOFING

Services of Senior Roofing Technician	56.50/hour
Services of Roofing Technician.....	49.50/hour
Roof Sample Analysis – Quantitative	
Asphalt, No Gravel.....	Minimum 200.00/each
Asphalt, Gravel	Minimum 250.00/each
Coal Tar, Gravel	Minimum 320.00/each

X. METALS

Witnessing of Welder Qualifications Test or

AWS Certified Welding Inspector	58.00/hour
AWS Certified Associate Welding Inspector	51.00/hour
Anchor Bolt Load Testing Equipment.....	75.00/day
Skidmore Wilhelm Bolt Testing Equipment.....	75.00/day
Ultrasonic Examination of Welds	58.00/hour
Ultrasonic Equipment and Consumables.....	90.00/day
Magnetic Particle or Dye Penetrant Examination	58.00/hour
Magnetic Particle or Dye Penetrant Materials	Cost
AWS or ASME Welder Qualifications (Guided Bend Tests or Radiography)	
Pipe	100.00/each
Plate	60.00/each*
Weld Procedure Qualification AWS	325.00/each*
ASME	350.00/each*
Tensile, Yield and Elongation Test	70.00/each*

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

XI. AGGREGATES

Sieve Analysis (ASTM C 136)	55.00/each
Analysis of Material finer than #200 Sieve (ASTM C 117).....	36.00/each
Combined Items 1 and 2.....	68.00/each
Organic Impurities - Colorimetric (ASTM C 40).....	35.00/each
Lightweight Particles or Chert Analysis (ASTM C 123) :	
Fine.....	\$70.00/each
Coarse	130.00/each
Chert	130.00/each
Clay Lumps (ASTM C 142).....	48.00each
Soundness (ASTM C 88) (5 cycles)	285.00/each
Large Size Aggregate	310.00/each
Abrasion (ASTM C 131).....	170.00/each
Large Size Aggregate	210.00/each
Organic Impurities - Mortar Strength (ASTM C 87)	425.00/each
Specific Gravity (ASTM C 127 or 128).....	50.00/each
Absorption Analysis (ASTM C 127 or 128).....	50.00/each
Unit Weight (ASTM C 29)	50.00/each
Specific Gravity and Absorption combined (ASTM C 127 or 128).....	57.00/each
Percentage Particles Less Than 1.95 Gr. Gravity (AASHTO T 150)	On Request
Scratch Hardness Test	50.00/each
Freeze thaw (AASHTO T-103).....	600.00/each
Flat and Elongated Particles.....	120.00/each
Crushed Particle Determination.....	80.00/each
Bulk Impregnated Specific Gravity.....	300.00/each

XII. ASPHALT

Extraction (ASTM D 2172) (includes gradation)	130.00/each
Extraction only	75.00/each
Marshall Density Specimens (ASTM 2726) (already mixed).....	35.00/each
Set of 3 samples	90.00/set
Marshall Stability Flow and Density Specimens (ASTM D 1559) (already mixed)	45.00/each
Set of 3 samples	120.00/set
Core Density (field cut)	25.00/each
Asphalt Design Mix Review (Marshall Method)	275.00/design
Three Point Marshall Curve (including laboratory	
mixed asphalt with 9 stability, flow and density tests).....	675.00/set
Additional Point	175.00
Hveem Stability and Density (ASTM D 1560) (already mixed) (Set of 3 samples).....	130.00/set
Super Pave Molded Density Specimens (Set of 3 samples).....	175.00/set
Penetration and Specific Gravity (ASTM D 5)	75.00/each
In-place Asphalt Density with nuclear testing unit (equipment only)	40.00/day
Bitumen Softening Point	57.50/each
Asphalt Coring - person	53.00/hour
1) Core Drilling Machine	50.00/day

2) Generator	50.00/day
Strength Retention Test.....	500.00/test
Theoretical Maximum Specific Gravity (ASTM D 2041)	100.00/test
Abson recovery	650.00/test
Viscosity of Bituminous Materials (Kinematic).....	100.00/test
Absolute	100.00/test
FAA Moisture in Mix	75.00/test

XIII. CONCRETE AND MASONRY

Concrete or Mortar Mix Verification	\$250.00/each
Laboratory Concrete Trial Batch (with cylinders).....	400.00/minimum
Laboratory Concrete Trial Bath (with beams).....	650.00/minimum
Initial setting time (ASTM C 403) (already mixed)	250.00/each
Compressive Strength of Cylinder (ASTM C 39).....	14.00/each*
Special capping for irregular surface (contractor made).....	8.00/each
Trimming for capping (if required).....	13.00/cut
Strip and cured test cylinders, not tested.....	14.00/each
<i>*This includes one copy of report sent to three locations.</i>	
Flexural Strength of Concrete Beam.....	60.00/each
(Cleaning charges in addition where applicable)	
Splitting Tensile Test (6" Cylinders).....	40.00/each
Concrete coring - technician	55.00/hour
a. Core drilling machine	60.00/day
b. Generator.....	60.00/day
c. Diamond bit wear per inch depth (1" steel = 12" concrete)	
3-5 inch diameter core	4.00/inch
5-7 inch diameter core	5.00/inch
Concrete core density, measurement and strength	40.00/core
Trimming	13.00/cut
Compressive Strength and Dimensions of Masonry	
Block Units ASTM C 140 (minimum of 3)	
Depending on size and quantity	45.00 to 85.00/each
Net Area, Absorption, Specific Gravity and Moisture	
Content of Masonry Block (ASTM C 140).....	75.00/block
Lineal Drying Shrinkage of Masonry Block (ASTM C 426)	275.00/each
Compressive Strength of Masonry Block Prism (Hollow)	150.00/each
Compressive Strength of Masonry Block Prism (filled with grout)	On Request
Compressive Strength of 3x6 inch Grout Prism (NC MA - TEK 234).....	25.00/each
Compressive Strength of 2 inch Mortar Cube or	
3 inch diameter cylinder	14.00/each
Laboratory Mortar, Trial Batch (does not include testing cubes)	350.00/each
Mortar Flow Test (ASTM C 270)	65.00/test
Mortar Water Retention Test (ASTM C 270).....	225.00/test
Air Content of Mortar in the Laboratory (Chace Meter)	44.00/test
Efflorescence Test.....	150.00/each
Each additional concurrently tested material	100.00/each
Chloride ion content of concrete	
(submitted sample prepared through #50 sieve)	
James Meter	60.00/each
AASHTO Titration	60.00/each
Rapid chloride permeability of concrete - 4 inch diameter sample,	
includes sawing to length but no special curing	
1st Sample	\$225.00/each
Additional Samples	195.00/each
Rapid cure by boiling procedure	100.00/each

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 04

In the County Commission of said county, on the

9th day of March

20 04

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

Now on this day the County Commission of the County of Boone does hereby approve the E911 equipment maintenance agreement between Boone County E911 and CenturyTel. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 9th day of March, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

MAINTENANCE AGREEMENT
004-013-1300

87-2004

The undersigned BOONE COUNTY E911 hereinafter called "Customer," hereby orders maintenance service from CenturyTel, hereinafter called "The Telephone Company" who hereby agrees to furnish such service upon the terms and conditions below, for the equipment located at Customer premise as described in Schedule A attached hereto.

1. **TERMS AND RENEWAL.** This Agreement shall be effective for a period of 12 months commencing APRIL 1st, 2004' and terminating MARCH 31st, 2005' and shall automatically renew itself for successive one (1) year periods thereafter, subject to annual appropriations being made to fund Customer's obligations under this agreement, until terminated in writing as provided herein. Each renewal of this maintenance Agreement shall be upon the same terms and conditions herein contained except that the service fee due The Telephone Company for each renewal year shall be at the rate then being charged by The Telephone Company for similar maintenance services. Either party may terminate this Agreement by giving the other party written notice of termination thirty (30) days prior to anniversary date.

2. **SERVICE FEES AND ADDITIONAL CHARGES.** Customer agrees to pay The Telephone Company ANNUALLY, in advance, a service fee of \$34,326.68 for the term of this Agreement.

There shall be added to the service fee due here under, amounts equal to any taxes, however designated or levied which the Customer by law is obligated to pay.

The Customer will pay The Telephone Company the established labor and materials charges for services requested that are not covered by this Agreement.

3. **SPECIAL CONDITIONS.** The Customer will provide or arrange for: a) necessary floor plans and accessible Equipment locations; b) separate electric source circuits and power at its own expense; c) suitable space meeting operating environment requirements; d) heat, air conditioning, light and security; e) reasonable access; and f) where not otherwise provided herein, raceway, conduit, holes and wireways.

4. **SERVICE AND MAINTENANCE.** This Agreement excludes repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, fire, flood, wind, lightning, Act of God, or public enemy, or improper wiring, repair or alteration by anyone other than The Telephone Company. The Telephone Company will maintain the described equipment in good working condition and repair and will furnish all parts and labor at no cost to Customer except as set forth under Paragraph 2.

5. **TRAINING.** To upgrade Customer's operation and knowledge of the Equipment, reasonable instruction and training will be provided by The Telephone Company to Customer's employees at reasonable intervals during the initial term of this Agreement. Subsequent training shall be at The Telephone Company's then prevailing rates.

6. **ROUTINE SERVICE CALLS.** During the initial term of this Agreement routine service calls will be answered within (8) business hours of notice that service is necessary.

7. **EMERGENCY SERVICE CALLS.** During the initial term of this Agreement emergency service calls (emergency being defines as the total failure of the system) shall be answered within (2) hours after notice that an emergency exists.

8. **MISCELLANEOUS.** The Telephone Company and its subcontractors shall not be liable separately or together for any loss or damage to the Equipment or other property or injury or death to Customer, Customer's agents, employees, or invitees arising in connection with the Maintenance Services provided by The Telephone Company or its subcontractors under this paragraph unless such loss,

Company. IN NO EVENT SHALL THE TELEPHONE COMPANY OR ITS SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS BY CUSTOMER OF BUSINESS REVENUE OR GOODWILL ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

The Telephone Company will make all reasonable efforts to perform its obligations under this Agreement. The time for performance by The Telephone Company of Maintenance under this Agreement is in every case subject to delays caused by Act of God, war, riot, fire, explosion, accident, sabotage, inability to obtain equipment, fuel or power, government laws, regulations or orders, acts or inaction of Customer, inability of subcontractors to perform, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of The Telephone Company) or any other cause beyond the reasonable control of The Telephone Company.

Neither the benefits nor obligations of the Agreement may be assigned without written consent of The Telephone Company. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between Customer and The Telephone Company with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in any other documents or in representations by The Telephone Company personnel.

- 9. RISK OF LOSS. The Customer hereby assumes all risks of loss, damages, destruction or interference with the use of the equipment from any cause whatsoever.
- 10. DEFAULT. If Customer fails to perform any obligation under this Agreement, including but not limited to, payment of service fees and providing for equipment facilities as specified in paragraphs 2 and 3, failure to timely cure such nonperformance shall constitute default under this Agreement. In the event of default, The Telephone Company shall be entitled to discontinue providing service to the equipment and seek recovery of all amounts due by any and all lawful remedies and procedures.
- 11. NOTICES. All notices called for under this Agreement shall be in writing and shall be delivered personally or transmitted by First Class United States mail to the respective addresses set forth in this Agreement.

BOONE COUNTY E911

CenturyTel:

KEITH SCHNARRE

George Carney

PRESIDENTIAL COMMISSIONER

General Manager

Keith Schnarre 3/9/04
Signature Date

George Carney 3/11/04
Signature Date

573-886-4305 573-886-4311
Telephone Fax

573-886-3380 573-442-3280
Telephone Fax

APPROVED AS TO
LEGAL FORM
[Signature]
DATE: 2/27/04

CERTIFICATION:

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

June Pitchford by KF 3/3/2004
Auditor Date

2020-60050 \$34,326.68

SCHEDULE A

This Schedule A is attached to and made a part of the Maintenance Purchase Agreement by and between CenturyTel and the County of Boone.

The equipment covered under such Agreement is as follows:

This maintenance is 7 days a week/24 hours a day

<u>QTY</u>	<u>DESCRIPTION</u>
2	Modem Accura 33.6 External +Fax
1	Printer Epson FX 850
1	Vectra VL4 5/133 MOD1080 (16MB) Desktop
10	Module HLIM New Style W/E I/O Int Modem
10	CPU Minitower w/Sentinel Software & IRR
10	Monitor 21" Touch
1	Smart Statistics/Realtime Monitor Sw.
10	Software Informer Call Reporter Pos 10-12

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 04

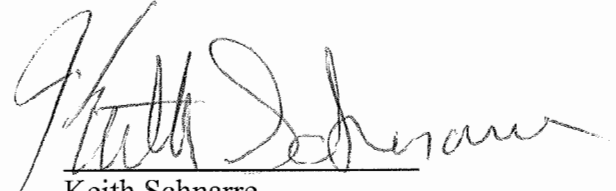
In the County Commission of said county, on the

9th day of March 20 04

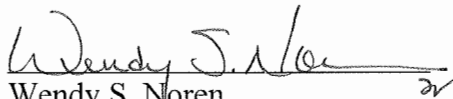
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the County Auditor to request \$500,000 from the Boone Hospital Board of Trustees for construction costs of the Family Health Center.

Done this 9th day of March, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



BOONE COUNTY AUDITOR

JUNE E. PITCHFORD

BOONE COUNTY GOVERNMENT CENTER

801 East Walnut, Room 205 • Columbia, MO 65201-4890 • (573) 886-4275 OFFICE • (573) 886-4280 FAX

February 27, 2004

Boone Hospital Board of Trustees
C/O Randy Morrow
Boone Hospital Center
1600 E. Broadway
Columbia, MO 65201

Trustees of Boone Hospital Center:

The Boone Hospital Board of Trustees generously pledged \$500,000 toward the construction of Unit 2 of the Health Facility Project. Unit 2 is designated for use by the Family Health Center and a long-term lease agreement between the County and the Family Health Center pertaining to Unit 2 has been executed. The purpose of this letter is to respectfully request payment of the Trustees' pledge at this time. Please find the enclosed copy of a commission order authorizing this letter of request.

The City of Columbia has invoiced the County for construction costs pertaining to Unit 2 of the Health Facility Project. Total costs invoiced to the County to date for Unit 2 exceed \$260,000 and the County expects to receive additional invoices within the next few weeks. Payment of the pledged amount at this time will allow the County to make timely payments to the City of Columbia for construction costs associated with Unit 2. Payment should be made directly to the Boone County Treasurer.

I would be happy to provide copies of invoices or construction progress reports in support of this request now or at any future time. Commissioner Schnarre is liaison commissioner to the City of Columbia regarding this project and he, too, would be able to answer questions or provide any information you require. Please feel free to contact either of us should the need arise.

The Trustees' generous support of this project is extremely helpful and greatly appreciated. The construction of Unit 2 would not have been possible without your financial support and we sincerely thank you.

Sincerely,

June E. Pitchford
Boone County Auditor

ENC

Cc: Kay Murray, Treasurer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned Term. 20 04

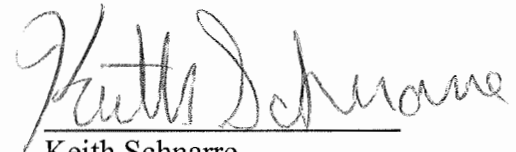
In the County Commission of said county, on the 9th day of March 20 04

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

Now on this day the County Commission of the County of Boone does hereby approve the letter agreements between Boone County, Missouri and the following in which Boone County will pay the specified percentage to each medical provider for submitted bills and authorize the Presiding Commissioner to sign said agreements:

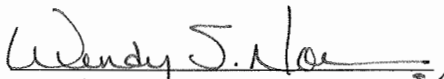
- Boone Hospital (26%)
- Radiology Consultants (33%)
- University of Missouri Hospital and Clinics (26%)
- Neurology, Inc. (33%)
- University Physicians (33%)
- Emergency Physicians of Mid-Missouri (33%)
- Charles P. Bondurant, M.D. (33%)
- Rusk Rehabilitation-Health Center (33%)

Done this 9th day of March, 2004.



Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

absent

Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Letter of Agreement between Boone County, Missouri and Boone Hospital

As you are aware, Boone County operates a county jail pursuant to the requirements of state law as described in chapter 221 of the Revised Statutes of Missouri. The County is responsible for arranging for medical care to assure that inmates' serious medical needs are not neglected while in custody. However, inmates are financially responsible for payment of these expenses. The county is permitted, but not required, to provide and pay for jail inmates' medical care.

County officials recognize and understand the public safety risk associated with transporting inmates to-and-from local medical facilities. County officials also understand the high cost associated with using emergency room services. As a result, the County provides physician and nursing services at the county jail through its annual general fund appropriations to address routine inmate medical needs on site. Recently, the Boone Hospital Board of Trustees agreed to provide funding to the County for an additional full-time registered nurse for a two-year trial period. The goal is to significantly expand nursing coverage so that trained medical professionals are available to determine those instances in which additional medical care should be obtained outside of the jail facility and to provide as much required medical care as possible within the jail facility.

County officials are aware that most, perhaps all, medical facilities are required to provide certain emergency medical care regardless of the patient's ability to pay. Although the County is not legally responsible for these costs, the County has made payment on some of these invoices in the past. Additionally, when payment was made by the County, it was at 100% of the billed amount and the terms and conditions of the payment were not governed by any type of written agreement or contract. Last year, the County completely exhausted its Fiscal Year 2003 annual appropriation within the first quarter and payments have not been authorized since that time. This situation prompted a review and discussion among county officials, various hospital administrators, and medical professionals in the community. In addition, the County researched and reviewed Medicaid and Medicare payment rates for the various services rendered by medical providers.

County officials believe it would be helpful to providers and the County to establish a more consistent and uniform approach for addressing inmate medical bills. As explained above, the County is not financially responsible for payment of medical services provided to inmates in the Sheriff's custody and the County certainly seeks to minimize costs to taxpayers and others for these services. At the same time, the County recognizes the need to maintain relationships with medical providers that will ensure access to these services in the future and it is for this purpose the following proposal is being made to your institution or business.

Based on the foregoing and only to the extent that inmates are indigent and no medical insurance or other third party source of payment is available, the County proposes to enter into the following agreement with your institution or business. Boone County would pay 26% of the billed charges for medical services provided to inmates in the custody of the Sheriff at the Boone County Jail at the request of the Sheriff or his authorized representative, subject to the annual appropriations made available for these purposes. This rate represents the average reimbursement that would be expected from Medicaid and Medicare. This rate would be applied to the total

amount of outstanding invoices for Fiscal Year 2003 as well as any amount for services billed in the future until such time that the terms and conditions are modified or revised.

The amount billed to the County should be no more than the usual and customary rate billed by your entity for these services. In addition, invoices presented to the Sheriff should contain documentation evidencing collection efforts against the inmates receiving billed care and there being no medical insurance or other third party source of payment for billed care. In conjunction with this agreement, the County will implement internal procedures to document and review each situation in which inmates receive care from your facility. The County will also implement periodic review procedures of on-site medical services with the goal of maintaining and improving the effectiveness of these services.

Please note also that either the County or your business or institution may terminate this agreement at any time upon reasonable advance written notice to the other. County officials believe that it would be preferable to replace this letter of understanding with a formal contract at a future date and welcome the opportunity to review and discuss this with you in the future.

To signify your acceptance of these terms and conditions, please have the person authorized by your business or institution sign, state their representative title, and date this letter below. Please send the original back to the undersigned while retaining a copy for your files.

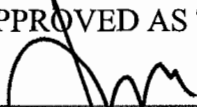
Accepted:

BOONE HOSPITAL

by _____
title _____
address _____

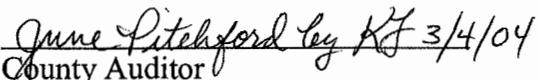
Date

APPROVED AS TO FORM:



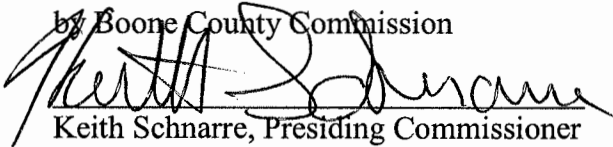
County Counselor

AUDITOR CERTIFICATION



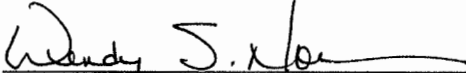
County Auditor
(Term and Supply, no encumbrance required)

BOONE COUNTY, MISSOURI

by Boone County Commission

Keith Schnarre, Presiding Commissioner

Date

ATTEST:



Wendy S. Noren, County Clerk

9 MARCH 2004
Date

Letter of Agreement between Boone County, Missouri and Radiology Consultants, Inc.

As you are aware, Boone County operates a county jail pursuant to the requirements of state law as described in chapter 221 of the Revised Statutes of Missouri. The County is responsible for arranging for medical care to assure that inmates' serious medical needs are not neglected while in custody. However, inmates are financially responsible for payment of these expenses. The county is permitted, but not required, to provide and pay for jail inmates' medical care.

County officials recognize and understand the public safety risk associated with transporting inmates to-and-from local medical facilities. County officials also understand the high cost associated with using emergency room services. As a result, the County provides physician and nursing services at the county jail through its annual general fund appropriations to address routine inmate medical needs on site. Recently, the Boone Hospital Board of Trustees agreed to provide funding to the County for an additional full-time registered nurse for a two-year trial period. The goal is to significantly expand nursing coverage so that trained medical professionals are available to determine those instances in which additional medical care should be obtained outside of the jail facility and to provide as much required medical care as possible within the jail facility.

County officials are aware that most, perhaps all, medical facilities are required to provide certain emergency medical care regardless of the patient's ability to pay. Although the County is not legally responsible for these costs, the County has made payment on some of these invoices in the past. Additionally, when payment was made by the County, it was at 100% of the billed amount and the terms and conditions of the payment were not governed by any type of written agreement or contract. Last year, the County completely exhausted its Fiscal Year 2003 annual appropriation within the first quarter and payments have not been authorized since that time. This situation prompted a review and discussion among county officials, various hospital administrators, and medical professionals in the community. In addition, the County researched and reviewed Medicaid and Medicare payment rates for the various services rendered by medical providers.

County officials believe it would be helpful to providers and the County to establish a more consistent and uniform approach for addressing inmate medical bills. As explained above, the County is not financially responsible for payment of medical services provided to inmates in the Sheriff's custody and the County certainly seeks to minimize costs to taxpayers and others for these services. At the same time, the County recognizes the need to maintain relationships with medical providers that will ensure access to these services in the future and it is for this purpose the following proposal is being made to your institution or business.

Based on the foregoing and only to the extent that inmates are indigent and no medical insurance or other third party source of payment is available, the County proposes to enter into the following agreement with your institution or business. Boone County would pay 33% of the billed charges for medical services provided to inmates in the custody of the Sheriff at the Boone County Jail at the request of the Sheriff or his authorized representative, subject to the annual appropriations made available for these purposes. This rate represents the average reimbursement that would be expected from Medicaid and Medicare. This rate would be applied to the total

amount of outstanding invoices for Fiscal Year 2003 as well as any amount for services billed in the future until such time that the terms and conditions are modified or revised.

The amount billed to the County should be no more than the usual and customary rate billed by your entity for these services. In addition, invoices presented to the Sheriff should contain documentation evidencing collection efforts against the inmates receiving billed care and there being no medical insurance or other third party source of payment for billed care. In conjunction with this agreement, the County will implement internal procedures to document and review each situation in which inmates receive care from your facility. The County will also implement periodic review procedures of on-site medical services with the goal of maintaining and improving the effectiveness of these services.

Please note also that either the County or your business or institution may terminate this agreement at any time upon reasonable advance written notice to the other. County officials believe that it would be preferable to replace this letter of understanding with a formal contract at a future date and welcome the opportunity to review and discuss this with you in the future.

To signify your acceptance of these terms and conditions, please have the person authorized by your business or institution sign, state their representative title, and date this letter below. Please send the original back to the undersigned while retaining a copy for your files.

Accepted:

RADIOLOGY CONSULTANTS

by Charles M. Swamy

title v.ice president

address **RADIOLOGY CONSULTANTS, INC.
1502 EAST BROADWAY BLVD., SUITE 210
COLUMBIA, MISSOURI 65201-8076**

3-11-04

Date

APPROVED AS TO FORM:

[Signature]
County Counselor

AUDITOR CERTIFICATION

June Pitchford by KJ 3/4/04
County Auditor
(Term and Supply, no encumbrance required)

BOONE COUNTY, MISSOURI

by Boone County Commission
[Signature]
Keith Schnarre, Presiding Commissioner

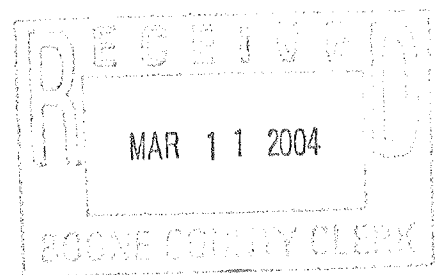
9 MARCH 2004

Date

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

9 MARCH 2004
Date



Letter of Agreement between Boone County, Missouri and University of Missouri Hospital and Clinics

As you are aware, Boone County operates a county jail pursuant to the requirements of state law as described in chapter 221 of the Revised Statutes of Missouri. The County is responsible for arranging for medical care to assure that inmates' serious medical needs are not neglected while in custody. However, inmates are financially responsible for payment of these expenses. The county is permitted, but not required, to provide and pay for jail inmates' medical care.

County officials recognize and understand the public safety risk associated with transporting inmates to-and-from local medical facilities. County officials also understand the high cost associated with using emergency room services. As a result, the County provides physician and nursing services at the county jail through its annual general fund appropriations to address routine inmate medical needs on site. Recently, the Boone Hospital Board of Trustees agreed to provide funding to the County for an additional full-time registered nurse for a two-year trial period. The goal is to significantly expand nursing coverage so that trained medical professionals are available to determine those instances in which additional medical care should be obtained outside of the jail facility and to provide as much required medical care as possible within the jail facility.

County officials are aware that most, perhaps all, medical facilities are required to provide certain emergency medical care regardless of the patient's ability to pay. Although the County is not legally responsible for these costs, the County has made payment on some of these invoices in the past. Additionally, when payment was made by the County, it was at 100% of the billed amount and the terms and conditions of the payment were not governed by any type of written agreement or contract. Last year, the County completely exhausted its Fiscal Year 2003 annual appropriation within the first quarter and payments have not been authorized since that time. This situation prompted a review and discussion among county officials, various hospital administrators, and medical professionals in the community. In addition, the County researched and reviewed Medicaid and Medicare payment rates for the various services rendered by medical providers.

County officials believe it would be helpful to providers and the County to establish a more consistent and uniform approach for addressing inmate medical bills. As explained above, the County is not financially responsible for payment of medical services provided to inmates in the Sheriff's custody and the County certainly seeks to minimize costs to taxpayers and others for these services. At the same time, the County recognizes the need to maintain relationships with medical providers that will ensure access to these services in the future and it is for this purpose the following proposal is being made to your institution or business.

Based on the foregoing and only to the extent that inmates are indigent and no medical insurance or other third party source of payment is available, the County proposes to enter into the following agreement with your institution or business. Boone County would pay 26% of the billed charges for medical services provided to inmates in the custody of the Sheriff at the Boone County Jail at the request of the Sheriff or his authorized representative, subject to the annual appropriations made available for these purposes. This rate represents the average reimbursement that would be expected from Medicaid and Medicare. This rate would be applied to the total

amount of outstanding invoices for Fiscal Year 2003 as well as any amount for services billed in the future until such time that the terms and conditions are modified or revised.

The amount billed to the County should be no more than the usual and customary rate billed by your entity for these services. In addition, invoices presented to the Sheriff should contain documentation evidencing collection efforts against the inmates receiving billed care and there being no medical insurance or other third party source of payment for billed care. In conjunction with this agreement, the County will implement internal procedures to document and review each situation in which inmates receive care from your facility. The County will also implement periodic review procedures of on-site medical services with the goal of maintaining and improving the effectiveness of these services.

Please note also that either the County or your business or institution may terminate this agreement at any time upon reasonable advance written notice to the other. County officials believe that it would be preferable to replace this letter of understanding with a formal contract at a future date and welcome the opportunity to review and discuss this with you in the future.

To signify your acceptance of these terms and conditions, please have the person authorized by your business or institution sign, state their representative title, and date this letter below. Please send the original back to the undersigned while retaining a copy for your files.

Accepted:

**UNIVERSITY OF MISSOURI
HOSPITAL & CLINICS**

by _____
title _____
address _____

Date

APPROVED AS TO FORM:

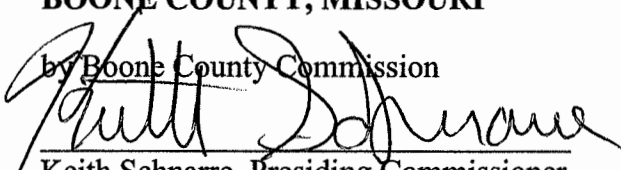


County Counselor

AUDITOR CERTIFICATION

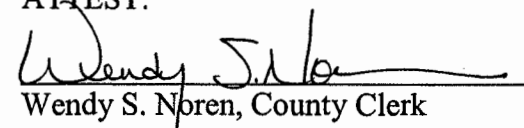
June Pitchford by KH 3/4/04
County Auditor
(Term and Supply, no encumbrance required)

BOONE COUNTY, MISSOURI

by Boone County Commission

Keith Schnarre, Presiding Commissioner

Date

ATTEST:



Wendy S. Noren, County Clerk

9 MARCH 2004
Date

Letter of Agreement between Boone County, Missouri and Neurology, Inc.

As you are aware, Boone County operates a county jail pursuant to the requirements of state law as described in chapter 221 of the Revised Statutes of Missouri. The County is responsible for arranging for medical care to assure that inmates' serious medical needs are not neglected while in custody. However, inmates are financially responsible for payment of these expenses. The county is permitted, but not required, to provide and pay for jail inmates' medical care.

County officials recognize and understand the public safety risk associated with transporting inmates to-and-from local medical facilities. County officials also understand the high cost associated with using emergency room services. As a result, the County provides physician and nursing services at the county jail through its annual general fund appropriations to address routine inmate medical needs on site. Recently, the Boone Hospital Board of Trustees agreed to provide funding to the County for an additional full-time registered nurse for a two-year trial period. The goal is to significantly expand nursing coverage so that trained medical professionals are available to determine those instances in which additional medical care should be obtained outside of the jail facility and to provide as much required medical care as possible within the jail facility.

County officials are aware that most, perhaps all, medical facilities are required to provide certain emergency medical care regardless of the patient's ability to pay. Although the County is not legally responsible for these costs, the County has made payment on some of these invoices in the past. Additionally, when payment was made by the County, it was at 100% of the billed amount and the terms and conditions of the payment were not governed by any type of written agreement or contract. Last year, the County completely exhausted its Fiscal Year 2003 annual appropriation within the first quarter and payments have not been authorized since that time. This situation prompted a review and discussion among county officials, various hospital administrators, and medical professionals in the community. In addition, the County researched and reviewed Medicaid and Medicare payment rates for the various services rendered by medical providers.

County officials believe it would be helpful to providers and the County to establish a more consistent and uniform approach for addressing inmate medical bills. As explained above, the County is not financially responsible for payment of medical services provided to inmates in the Sheriff's custody and the County certainly seeks to minimize costs to taxpayers and others for these services. At the same time, the County recognizes the need to maintain relationships with medical providers that will ensure access to these services in the future and it is for this purpose the following proposal is being made to your institution or business.

Based on the foregoing and only to the extent that inmates are indigent and no medical insurance or other third party source of payment is available, the County proposes to enter into the following agreement with your institution or business. Boone County would pay 33% of the billed charges for medical services provided to inmates in the custody of the Sheriff at the Boone County Jail at the request of the Sheriff or his authorized representative, subject to the annual appropriations made available for these purposes. This rate represents the average reimbursement that would be expected from Medicaid and Medicare. This rate would be applied to the total

amount of outstanding invoices for Fiscal Year 2003 as well as any amount for services billed in the future until such time that the terms and conditions are modified or revised.

The amount billed to the County should be no more than the usual and customary rate billed by your entity for these services. In addition, invoices presented to the Sheriff should contain documentation evidencing collection efforts against the inmates receiving billed care and there being no medical insurance or other third party source of payment for billed care. In conjunction with this agreement, the County will implement internal procedures to document and review each situation in which inmates receive care from your facility. The County will also implement periodic review procedures of on-site medical services with the goal of maintaining and improving the effectiveness of these services.

Please note also that either the County or your business or institution may terminate this agreement at any time upon reasonable advance written notice to the other. County officials believe that it would be preferable to replace this letter of understanding with a formal contract at a future date and welcome the opportunity to review and discuss this with you in the future.


To signify your acceptance of these terms and conditions, please have the person authorized by your business or institution sign, state their representative title, and date this letter below. Please send the original back to the undersigned while retaining a copy for your files.

Accepted:

NEUROLOGY, INC.

by _____
title _____
address _____

BOONE COUNTY, MISSOURI

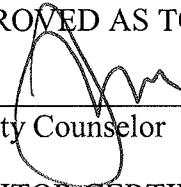
by Boone County Commission

Keith Schnarre, Presiding Commissioner

Date

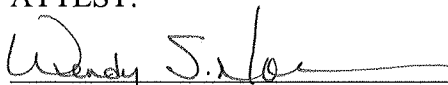
Date

APPROVED AS TO FORM:

ATTEST:

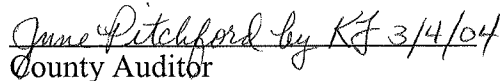


County Counselor



Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION


County Auditor
(Term and Supply, no encumbrance required)

9 MARCH 2004
Date

Irving M. Asher, M.D.
Allyn L. Sher, M.D.
David L. McLaren, M.D.
Galitza H. Gavrilova, M.D.
Janet Samuels, APRN, FNP

NI
NEUROLOGY, INC.

500 Keene St., Suite 406
Columbia, MO 65201
573-449-2141 (Phone)
573-875-2328 (Fax)

April 2, 2004

Wendy S. Noren
Boone County Clerk
801 E Walnut RM 236
Columbia, MO 65201
Attn: Shawna Victor



To Whom It May Concern:

This letter is in reference to the fee agreement contract your office sent a couple of weeks ago. The agreement states that in exchange for the physicians of Neurology, Inc. to treat the prisoners at Boone County Jail, the county will pay 33% of our current fee schedule.

We are unwilling to sign this fee agreement and I am forwarding it back to you.

Sincerely,

A handwritten signature in cursive script that reads "Abby Tuttle".

Abby Tuttle
Office Manager

Letter of Agreement between Boone County, Missouri and University Physicians

As you are aware, Boone County operates a county jail pursuant to the requirements of state law as described in chapter 221 of the Revised Statutes of Missouri. The County is responsible for arranging for medical care to assure that inmates' serious medical needs are not neglected while in custody. However, inmates are financially responsible for payment of these expenses. The county is permitted, but not required, to provide and pay for jail inmates' medical care.

County officials recognize and understand the public safety risk associated with transporting inmates to-and-from local medical facilities. County officials also understand the high cost associated with using emergency room services. As a result, the County provides physician and nursing services at the county jail through its annual general fund appropriations to address routine inmate medical needs on site. Recently, the Boone Hospital Board of Trustees agreed to provide funding to the County for an additional full-time registered nurse for a two-year trial period. The goal is to significantly expand nursing coverage so that trained medical professionals are available to determine those instances in which additional medical care should be obtained outside of the jail facility and to provide as much required medical care as possible within the jail facility.

County officials are aware that most, perhaps all, medical facilities are required to provide certain emergency medical care regardless of the patient's ability to pay. Although the County is not legally responsible for these costs, the County has made payment on some of these invoices in the past. Additionally, when payment was made by the County, it was at 100% of the billed amount and the terms and conditions of the payment were not governed by any type of written agreement or contract. Last year, the County completely exhausted its Fiscal Year 2003 annual appropriation within the first quarter and payments have not been authorized since that time. This situation prompted a review and discussion among county officials, various hospital administrators, and medical professionals in the community. In addition, the County researched and reviewed Medicaid and Medicare payment rates for the various services rendered by medical providers.

County officials believe it would be helpful to providers and the County to establish a more consistent and uniform approach for addressing inmate medical bills. As explained above, the County is not financially responsible for payment of medical services provided to inmates in the Sheriff's custody and the County certainly seeks to minimize costs to taxpayers and others for these services. At the same time, the County recognizes the need to maintain relationships with medical providers that will ensure access to these services in the future and it is for this purpose the following proposal is being made to your institution or business.

Based on the foregoing and only to the extent that inmates are indigent and no medical insurance or other third party source of payment is available, the County proposes to enter into the following agreement with your institution or business. Boone County would pay 33% of the billed charges for medical services provided to inmates in the custody of the Sheriff at the Boone County Jail at the request of the Sheriff or his authorized representative, subject to the annual appropriations made available for these purposes. This rate represents the average reimbursement that would be expected from Medicaid and Medicare. This rate would be applied to the total

amount of outstanding invoices for Fiscal Year 2003 as well as any amount for services billed in the future until such time that the terms and conditions are modified or revised.

The amount billed to the County should be no more than the usual and customary rate billed by your entity for these services. In addition, invoices presented to the Sheriff should contain documentation evidencing collection efforts against the inmates receiving billed care and there being no medical insurance or other third party source of payment for billed care. In conjunction with this agreement, the County will implement internal procedures to document and review each situation in which inmates receive care from your facility. The County will also implement periodic review procedures of on-site medical services with the goal of maintaining and improving the effectiveness of these services.

Please note also that either the County or your business or institution may terminate this agreement at any time upon reasonable advance written notice to the other. County officials believe that it would be preferable to replace this letter of understanding with a formal contract at a future date and welcome the opportunity to review and discuss this with you in the future.

To signify your acceptance of these terms and conditions, please have the person authorized by your business or institution sign, state their representative title, and date this letter below. Please send the original back to the undersigned while retaining a copy for your files.

Accepted:

UNIVERSITY PHYSICIANS

by _____

title _____

address _____

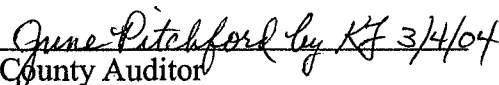
Date

APPROVED AS TO FORM:



County Counselor

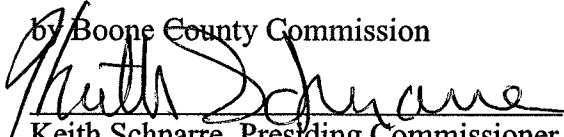
AUDITOR CERTIFICATION



County Auditor
(Term and Supply, no encumbrance required)

BOONE COUNTY, MISSOURI

by Boone County Commission

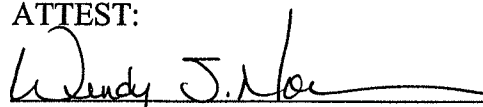


Keith Schnarre, Presiding Commissioner

9 MARCH 2004

Date

ATTEST:



Wendy S. Noren, County Clerk

9 MARCH 2004
Date

Letter of Agreement between Boone County, Missouri and Emergency Physicians of Mid-Missouri

As you are aware, Boone County operates a county jail pursuant to the requirements of state law as described in chapter 221 of the Revised Statutes of Missouri. The County is responsible for arranging for medical care to assure that inmates' serious medical needs are not neglected while in custody. However, inmates are financially responsible for payment of these expenses. The county is permitted, but not required, to provide and pay for jail inmates' medical care.

County officials recognize and understand the public safety risk associated with transporting inmates to-and-from local medical facilities. County officials also understand the high cost associated with using emergency room services. As a result, the County provides physician and nursing services at the county jail through its annual general fund appropriations to address routine inmate medical needs on site. Recently, the Boone Hospital Board of Trustees agreed to provide funding to the County for an additional full-time registered nurse for a two-year trial period. The goal is to significantly expand nursing coverage so that trained medical professionals are available to determine those instances in which additional medical care should be obtained outside of the jail facility and to provide as much required medical care as possible within the jail facility.

County officials are aware that most, perhaps all, medical facilities are required to provide certain emergency medical care regardless of the patient's ability to pay. Although the County is not legally responsible for these costs, the County has made payment on some of these invoices in the past. Additionally, when payment was made by the County, it was at 100% of the billed amount and the terms and conditions of the payment were not governed by any type of written agreement or contract. Last year, the County completely exhausted its Fiscal Year 2003 annual appropriation within the first quarter and payments have not been authorized since that time. This situation prompted a review and discussion among county officials, various hospital administrators, and medical professionals in the community. In addition, the County researched and reviewed Medicaid and Medicare payment rates for the various services rendered by medical providers.

County officials believe it would be helpful to providers and the County to establish a more consistent and uniform approach for addressing inmate medical bills. As explained above, the County is not financially responsible for payment of medical services provided to inmates in the Sheriff's custody and the County certainly seeks to minimize costs to taxpayers and others for these services. At the same time, the County recognizes the need to maintain relationships with medical providers that will ensure access to these services in the future and it is for this purpose the following proposal is being made to your institution or business.

Based on the foregoing and only to the extent that inmates are indigent and no medical insurance or other third party source of payment is available, the County proposes to enter into the following agreement with your institution or business. Boone County would pay 33% of the billed charges for medical services provided to inmates in the custody of the Sheriff at the Boone County Jail at the request of the Sheriff or his authorized representative, subject to the annual appropriations made available for these purposes. This rate represents the average reimbursement that would be expected from Medicaid and Medicare. This rate would be applied to the total

amount of outstanding invoices for Fiscal Year 2003 as well as any amount for services billed in the future until such time that the terms and conditions are modified or revised.

The amount billed to the County should be no more than the usual and customary rate billed by your entity for these services. In addition, invoices presented to the Sheriff should contain documentation evidencing collection efforts against the inmates receiving billed care and there being no medical insurance or other third party source of payment for billed care. In conjunction with this agreement, the County will implement internal procedures to document and review each situation in which inmates receive care from your facility. The County will also implement periodic review procedures of on-site medical services with the goal of maintaining and improving the effectiveness of these services.

Please note also that either the County or your business or institution may terminate this agreement at any time upon reasonable advance written notice to the other. County officials believe that it would be preferable to replace this letter of understanding with a formal contract at a future date and welcome the opportunity to review and discuss this with you in the future.

To signify your acceptance of these terms and conditions, please have the person authorized by your business or institution sign, state their representative title, and date this letter below. Please send the original back to the undersigned while retaining a copy for your files.

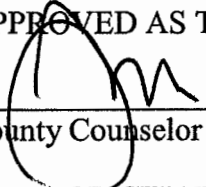
Accepted:

**EMERGENCY PHYSICIANS
OF MID-MISSOURI**

by _____
title _____
address _____

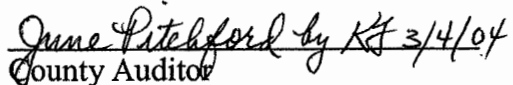
Date

APPROVED AS TO FORM:

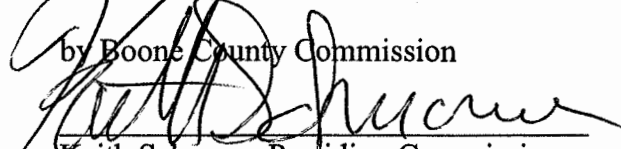


County Counselor

AUDITOR CERTIFICATION


County Auditor
(Term and Supply, no encumbrance required)

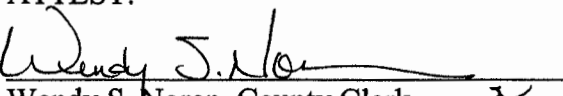
BOONE COUNTY, MISSOURI

by Boone County Commission


Keith Schnarre, Presiding Commissioner

Date

ATTEST:



Wendy S. Noren, County Clerk

9 MARCH 2004
Date

Letter of Agreement between Boone County, Missouri and Charles P. Bondurant, MD

As you are aware, Boone County operates a county jail pursuant to the requirements of state law as described in chapter 221 of the Revised Statutes of Missouri. The County is responsible for arranging for medical care to assure that inmates' serious medical needs are not neglected while in custody. However, inmates are financially responsible for payment of these expenses. The county is permitted, but not required, to provide and pay for jail inmates' medical care.

County officials recognize and understand the public safety risk associated with transporting inmates to-and-from local medical facilities. County officials also understand the high cost associated with using emergency room services. As a result, the County provides physician and nursing services at the county jail through its annual general fund appropriations to address routine inmate medical needs on site. Recently, the Boone Hospital Board of Trustees agreed to provide funding to the County for an additional full-time registered nurse for a two-year trial period. The goal is to significantly expand nursing coverage so that trained medical professionals are available to determine those instances in which additional medical care should be obtained outside of the jail facility and to provide as much required medical care as possible within the jail facility.

County officials are aware that most, perhaps all, medical facilities are required to provide certain emergency medical care regardless of the patient's ability to pay. Although the County is not legally responsible for these costs, the County has made payment on some of these invoices in the past. Additionally, when payment was made by the County, it was at 100% of the billed amount and the terms and conditions of the payment were not governed by any type of written agreement or contract. Last year, the County completely exhausted its Fiscal Year 2003 annual appropriation within the first quarter and payments have not been authorized since that time. This situation prompted a review and discussion among county officials, various hospital administrators, and medical professionals in the community. In addition, the County researched and reviewed Medicaid and Medicare payment rates for the various services rendered by medical providers.

County officials believe it would be helpful to providers and the County to establish a more consistent and uniform approach for addressing inmate medical bills. As explained above, the County is not financially responsible for payment of medical services provided to inmates in the Sheriff's custody and the County certainly seeks to minimize costs to taxpayers and others for these services. At the same time, the County recognizes the need to maintain relationships with medical providers that will ensure access to these services in the future and it is for this purpose the following proposal is being made to your institution or business.

Based on the foregoing and only to the extent that inmates are indigent and no medical insurance or other third party source of payment is available, the County proposes to enter into the following agreement with your institution or business. Boone County would pay 33% of the billed charges for medical services provided to inmates in the custody of the Sheriff at the Boone County Jail at the request of the Sheriff or his authorized representative, subject to the annual appropriations made available for these purposes. This rate represents the average reimbursement that would be expected from Medicaid and Medicare. This rate would be applied to the total

amount of outstanding invoices for Fiscal Year 2003 as well as any amount for services billed in the future until such time that the terms and conditions are modified or revised.

The amount billed to the County should be no more than the usual and customary rate billed by your entity for these services. In addition, invoices presented to the Sheriff should contain documentation evidencing collection efforts against the inmates receiving billed care and there being no medical insurance or other third party source of payment for billed care. In conjunction with this agreement, the County will implement internal procedures to document and review each situation in which inmates receive care from your facility. The County will also implement periodic review procedures of on-site medical services with the goal of maintaining and improving the effectiveness of these services.

Please note also that either the County or your business or institution may terminate this agreement at any time upon reasonable advance written notice to the other. County officials believe that it would be preferable to replace this letter of understanding with a formal contract at a future date and welcome the opportunity to review and discuss this with you in the future.

To signify your acceptance of these terms and conditions, please have the person authorized by your business or institution sign, state their representative title, and date this letter below. Please send the original back to the undersigned while retaining a copy for your files.

Accepted:

CHARLES P. BONDURANT, MD

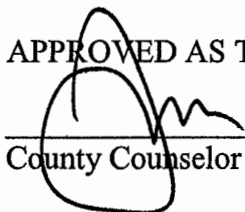
by _____

title _____

address _____

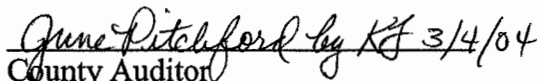
Date

APPROVED AS TO FORM:



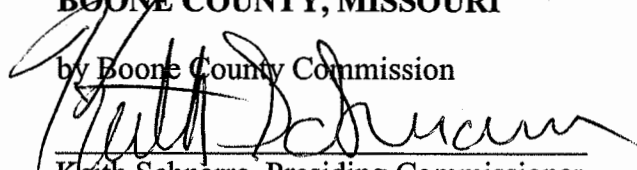
County Counselor

AUDITOR CERTIFICATION


County Auditor
(Term and Supply, no encumbrance required)

BOONE COUNTY, MISSOURI

by Boone County Commission

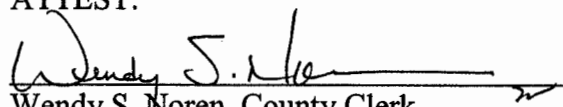


Keith Schnarre, Presiding Commissioner

9 MARCH 2004

Date

ATTEST:



Wendy S. Noren, County Clerk

9 MARCH 2004
Date

Letter of Agreement between Boone County, Missouri and Rusk Rehabilitation-Health Center

As you are aware, Boone County operates a county jail pursuant to the requirements of state law as described in chapter 221 of the Revised Statutes of Missouri. The County is responsible for arranging for medical care to assure that inmates' serious medical needs are not neglected while in custody. However, inmates are financially responsible for payment of these expenses. The county is permitted, but not required, to provide and pay for jail inmates' medical care.

County officials recognize and understand the public safety risk associated with transporting inmates to-and-from local medical facilities. County officials also understand the high cost associated with using emergency room services. As a result, the County provides physician and nursing services at the county jail through its annual general fund appropriations to address routine inmate medical needs on site. Recently, the Boone Hospital Board of Trustees agreed to provide funding to the County for an additional full-time registered nurse for a two-year trial period. The goal is to significantly expand nursing coverage so that trained medical professionals are available to determine those instances in which additional medical care should be obtained outside of the jail facility and to provide as much required medical care as possible within the jail facility.

County officials are aware that most, perhaps all, medical facilities are required to provide certain emergency medical care regardless of the patient's ability to pay. Although the County is not legally responsible for these costs, the County has made payment on some of these invoices in the past. Additionally, when payment was made by the County, it was at 100% of the billed amount and the terms and conditions of the payment were not governed by any type of written agreement or contract. Last year, the County completely exhausted its Fiscal Year 2003 annual appropriation within the first quarter and payments have not been authorized since that time. This situation prompted a review and discussion among county officials, various hospital administrators, and medical professionals in the community. In addition, the County researched and reviewed Medicaid and Medicare payment rates for the various services rendered by medical providers.

County officials believe it would be helpful to providers and the County to establish a more consistent and uniform approach for addressing inmate medical bills. As explained above, the County is not financially responsible for payment of medical services provided to inmates in the Sheriff's custody and the County certainly seeks to minimize costs to taxpayers and others for these services. At the same time, the County recognizes the need to maintain relationships with medical providers that will ensure access to these services in the future and it is for this purpose the following proposal is being made to your institution or business.

Based on the foregoing and only to the extent that inmates are indigent and no medical insurance or other third party source of payment is available, the County proposes to enter into the following agreement with your institution or business. Boone County would pay 33% of the billed charges for medical services provided to inmates in the custody of the Sheriff at the Boone County Jail at the request of the Sheriff or his authorized representative, subject to the annual appropriations made available for these purposes. This rate represents the average reimbursement that would be expected from Medicaid and Medicare. This rate represents the average reimbursement that would be expected from Medicaid and Medicare. This rate would be applied

to the total amount of outstanding invoices for Fiscal Year 2003 as well as any amount for services billed in the future until such time that the terms and conditions are modified or revised.

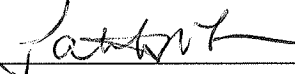
The amount billed to the County should be no more than the usual and customary rate billed by your entity for these services. In addition, invoices presented to the Sheriff should contain documentation evidencing collection efforts against the inmates receiving billed care and there being no medical insurance or other third party source of payment for billed care. In conjunction with this agreement, the County will implement internal procedures to document and review each situation in which inmates receive care from your facility. The County will also implement periodic review procedures of on-site medical services with the goal of maintaining and improving the effectiveness of these services.

Please note also that either the County or your business or institution may terminate this agreement at any time upon reasonable advance written notice to the other. County officials believe that it would be preferable to replace this letter of understanding with a formal contract at a future date and welcome the opportunity to review and discuss this with you in the future.

To signify your acceptance of these terms and conditions, please have the person authorized by your business or institution sign, state their representative title, and date this letter below. Please send the original back to the undersigned while retaining a copy for your files.

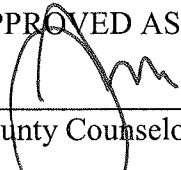
Accepted:

**RUSK REHABILITATION-
HEALTH CENTER**

by 
title CEO
address 315 Business Loop 70W
Columbia, MD
65203

Date

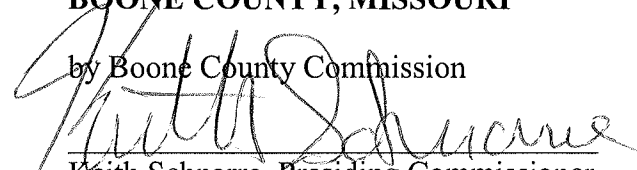
APPROVED AS TO FORM:


County Counselor

AUDITOR CERTIFICATION

June Pitchford by KF 3/4/04
County Auditor
(Term and Supply, no encumbrance required)

BOONE COUNTY, MISSOURI

by Boone County Commission

Keith Schnarre, Presiding Commissioner

9 MARCH 2004

Date

ATTEST:


Wendy S. Noren, County Clerk

9 MARCH 2004
Date

April 16, 2004

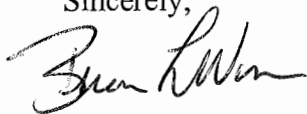
Ms. Shawna M. Victor
Deputy Boone County Clerk
801 E Walnut
Room 236
Columbia, MO 65201

Dear Ms. Victor:

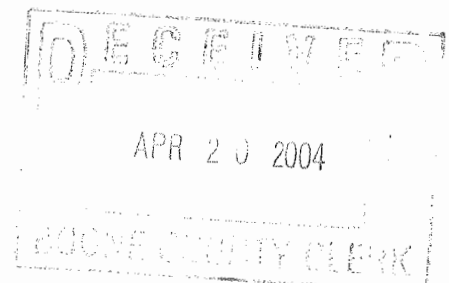
Enclosed please find a signed copy of the agreement between Rusk Rehabilitation Center and Boone County. Please note that we have signed this agreement in good faith that should there be any prisoner's requiring inpatient hospital stay, the rates in the agreement would not be valid. The rates that we have approved would only be for outpatient rehab services.

If you have any questions, please give me a call at 573.817.4635.

Sincerely,



Brian L. Winn
Controller



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 04

County of Boone

} ea.

In the County Commission of said county, on the

9th day of March

20 04

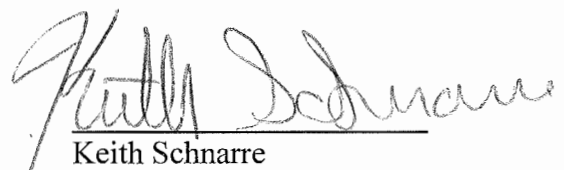
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

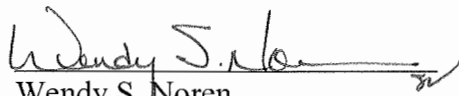
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1255-10100: Corrections – Salaries and Wages	\$32,672.00	
1255-10115: Corrections – Shift Differential	\$4,500.00	
1255-10110: Corrections – Overtime	\$10,400.00	
1255-10200: Corrections – FICA	\$14,919.00	
1255-10325: Corrections – Disability Insurance	\$855.00	
1255-85610: Corrections – Hospital Costs		\$63,346.00

Said budget revision is to cover shortfall of inmate medical costs for FY2003.


Done this 9th day of March, 2004.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

absent
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

12/31/2003

EFFECTIVE DATE

FOR AUDITORS USE

90-2004

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
1	2	5	5	1	0	1	0	0	1255-- Corrections	Salaries and wages	32,672	
1	2	5	5	1	0	1	1	5	1255- Corrections	Shift Differential	4,500	
1	2	5	5	1	0	1	1	0	1255- Corrections	Overtime	10,400	
1	2	5	5	1	0	2	0	0	1255- Corrections	FICA	14,919	
1	2	5	5	1	0	3	2	5	1255- Corrections	Disability Insurance	855	
1	2	5	5	8	5	6	1	0	1255- Corrections	Hospital Costs		63,346

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **Transfer funds needed to pay outstanding invoices from FY 2003. Letters of Agreement to various medical providers have been prepared and forwarded to Commission for approval. Amounts above were calculated using the rates of payment cited in the letters of agreement.**

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
If not, please explain (use an attachment if necessary):

Sheriff peccore W/K/O on 3/4/04 AM
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

absent
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

Letter of Agreement Proposal	Reimttance addresses	Total Pending Invoices	Total # of invoices	Proposed Payment Amount
26%	Boone Hosp #114 1600 E Broadway Columbia, MO 65201	\$ 38,404.05	45	\$9,985.05
33%	Radiology Consultants #804 P O Box 975 Columbia, MO 65205-0975	\$ 4,421.00	35	\$1,458.93
26%	Univ of Mo Hosp & Clinics #998 P O Box 802728 Kansas City, MO 65180-2728	\$ 101,893.70	107	\$26,492.36
33%	Neurology, Inc #1632 P O Box 1856 Columbia, MO 65205	\$ 156.00	1	\$51.48
33%	Univ Physicians #3771 P O Box 7687 Columbia, MO 65205-7687	\$ 22,636.26	183	\$7,469.97
33%	Emergency Physicians of Mid-Mo #6963 P O Box 172 Columbia, MO 65205	\$ 7,515.00	22	\$2,479.95
33%	Chas P Bondurant, MD #7411 10 N Garth Columbia, MO 65203	\$ 849.00	3	\$280.17
33%	Rusk Rehab #7401 315 Business Loop 70 West Columbia, MO 65203	\$ 679.00	1	\$224.07
		\$ 177,497.81	398	\$48,441.98

		Total Pending Invoices	Total # of invoices	Proposed Payment Amount
Per Keith, do not certify	Kearney Co Hfh Svcs #10275 727 E First St Minden, NE 68959	\$ 2,135.70	1	\$0.00
100%	Boyce & Bynum #1196 P O Box 7406 Columbia, MO 65205-7406	\$ 111.50	4	\$111.50
work on agreement in FY 2004				
100%	Regonal Med Equip #5624 1000 W Nifong, Bldg 2 #110 Columbia, MO 65203-5681	\$ 55.45	1	\$55.45
for wrist brace- supply item				
		\$ 2,302.65	6	\$166.95

Current Deficit in 1255 class 8	(\$14,737.00)
Payment Amount Required above	(\$48,608.93)
Total budget revision needed for 1255 Class 8	(\$63,345.93)

Year 2003 Original Appropriation 1,665,235.00
Dept 1255 CORRECTIONS Revisions 72,505.00-
Acct 10100 SALARIES & WAGES Original + Revisions 1,592,730.00
Fund 100 GENERAL FUND Expenditures 1,560,057.80
 Encumbrances
 Class/Account A ACCOUNT Actual To Date 1,560,057.80
 Account Type E EXPENSE **Remaining Balance 32,672.20**
 Normal Balance D DEBIT Shadow Balance 32,672.20

Year 2003 Original Appropriation 165,000.00
Dept 1255 CORRECTIONS Revisions
Acct 10110 OVERTIME Original + Revisions 165,000.00
Fund 100 GENERAL FUND Expenditures 154,597.86
 Encumbrances
 Class/Account A ACCOUNT Actual To Date 154,597.86
 Account Type E EXPENSE **Remaining Balance 10,402.14**
 Normal Balance D DEBIT Shadow Balance 10,402.14

Year 2003 Original Appropriation 26,580.00
Dept 1255 CORRECTIONS Revisions
Acct 10115 SHIFT DIFFERENTIAL Original + Revisions 26,580.00
Fund 100 GENERAL FUND Expenditures 22,065.43
 Encumbrances
 Class/Account A ACCOUNT Actual To Date 22,065.43
 Account Type E EXPENSE **Remaining Balance 4,514.57**
 Normal Balance D DEBIT Shadow Balance 4,514.57

SUBLSCR SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 3/04/04 12:08:59
Year 2003 Original Appropriation 145,087.00
Dept 1255 CORRECTIONS Revisions
Acct 10200 FICA Original + Revisions 145,087.00
Fund 100 GENERAL FUND Expenditures 130,167.28
 Encumbrances
 Class/Account A ACCOUNT Actual To Date 130,167.28
 Account Type E EXPENSE **Remaining Balance 14,919.72**
 Normal Balance D DEBIT Shadow Balance 14,919.72

Year 2003 Original Appropriation 8,845.00
Dept 1255 CORRECTIONS Revisions
Acct 10325 DISABILITY INSURANCE Original + Revisions 8,845.00
Fund 100 GENERAL FUND Expenditures 6,889.15
 Encumbrances
 Class/Account A ACCOUNT Actual To Date 6,889.15
 Account Type E EXPENSE **Remaining Balance 1,955.85**
 Normal Balance D DEBIT Shadow Balance 1,955.85

Corrections (1255)

BR #	Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification
03001	1	1/3/2003	10510 1123-86850	CERF-Employer Paid Contrib Emergency-Contingency	8,137	8,137	Move budget for additional 4% CERF from Contingency to individual dept class 1
03017	2	4/3/2003	23850 92400	Minor Equipment & Tools Replacement Auto/Trucks	83	83	Cover convenience package added to basic vehicle cost
	3	6/11/2003	85610 1123-86800	Hospital Costs Emergency	37,928	37,928	Cover inmate hospital costs through May
03037	4	6/19/2003	85620 1123-86800	Other Medical Emergency	11,630	11,630	Behavioral Health Concepts 2003-2004 contract
	5	7/10/2003	85610 1123-86800	Hospital Costs Emergency	7,649	7,649	Cover inmate hospital costs - June
03079	6	9/16/2003	1170-91301 10100	IT-Computer Hardware Salary & Wages	1,545	1,545	Laptop computer for Corrections nurse
03088	7	10/2/2003	71100 1123-86800	Outside Services Emergency	29,009	29,009	Out-of-County prisoner housing - August
03089	8	10/29/2003	71100 1123-86800	Outside Services Emergency	32,580	32,580	Out-of-County prisoner housing - September
03103	9	11/20/2003	71100 1123-86800	Outside Services Emergency	32,192	32,192	Out-of-County prisoner housing - October
	10	12/4/2003	1255-10100 1251-23850 1251-48000 1251-48200 1251-59000 1251-60250 1251-71600 1251-85620	Salaries & Wages Minor Equipment & Tools Telephones Electricity Gasoline Equipment Repairs/Maintenance Equipment Lease/Meter Charge Other Medical	3,500 1,700 18,800 3,500 230 630	25,060 3,300	Cover year-end budget shortages
03126	11	12/4/2003	10100 60200 23025 23030 23501 48100 48200 59000 85600	Salaries & Wages Equipment Repairs/Maintenance Resident Supplis Kitchen Supplies Prescription Drugs Natural Gas Electricity Gasoline Extradition	5,000 5,000 20,200 3,000 7,800 2,200 4,700	45,900 2,000	Cover year-end budget shortages
03157	12	2/10/2004	71100 1123-86800	Outside Services Emergency	78,951	78,951	Out-of-County prisoner housing - Nov & Dec
03154	13	2/13/2004	48200 59000 85600	Electricity Gasoline Extradition Expense	1,460 3,200	4,660	Vehicle & extradition expense
	14	3/4/2004	10100 10115 10110 10200 10325 85610	Salaries & wages Shift Differential Overtime FICA Disability Insurance Hospital Costs	63,346	32,672 4,500 10,400 14,919 855	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 9th day of March 20 04

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 budget amendment:

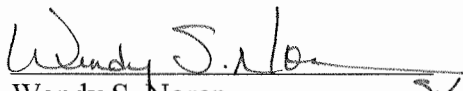
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
1243-03411: Judicial Grants and Contracts – Federal Grant Reimbursement	\$8,939.00
1243-22500: Judicial Grants and Contracts – Subscription/Publication	\$974.00
1243-23000: Judicial Grants and Contracts – Office Supplies	\$33.00
1243-23850: Judicial Grants and Contracts – Minor Equipment	\$695.00
1243-37210: Judicial Grants and Contracts – Training/Schools	\$2,911.00
1243-91100: Judicial Grants and Contracts – Furniture	\$1,680.00
1243-91300: Judicial Grants and Contracts – Machinery and Equipment	\$1,196.00
1243-92100: Judicial Grants and Contracts – Replacement Furniture	\$1,450.00

Said budget amendment is to establish the budget for the Challenge Grant – Enhancement of Medical Services for 2004.

Done this 9th day of March, 2004.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

absent
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

BOONE COUNTY, MISSOURI

1st Read 2/24
2nd 3/9

REQUEST FOR BUDGET AMENDMENT

2/10/04
DATE

RECEIVED
FEB 23 2004

FOR AUDITORS USE

BOONE COUNTY AUDITOR

91-2004

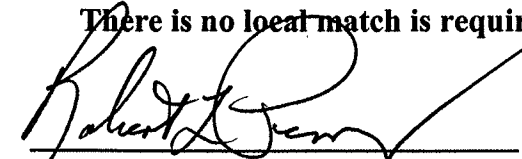
Department				Account					Account Title	Decrease	Increase
1	2	4	3	0	3	4	1	1	Judicial Grants & Contracts: Federal Grant Reimb.		8939.00
1	2	4	3	2	2	5	0	0	Judicial Grants & Contracts: Subscription/Publication		974.00
1	2	4	3	2	3	0	0	0	Judicial Grants & Contracts: Office Supplies		33.00
1	2	4	3	2	3	8	5	0	Judicial Grants & Contracts: Equipment Under \$250		695.00
1	2	4	3	3	7	2	1	0	Judicial Grants & Contracts: Training/Schools		2911.00
1	2	4	3	9	1	1	0	0	Judicial Grants & Contracts: Furniture		1680.00
1	2	4	3	9	1	3	0	0	Judicial Grants & Contracts: Machinery & Equipment		1196.00
1	2	4	3	9	2	1	0	0	Judicial Grants & Contracts: Replacement Furniture		1450.00
											17878.00

Explanation: Challenge Grant – Establish budget for Challenge Grant - Enhancement of Medical Services for 2004.

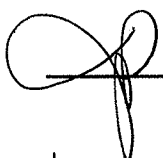
This grant will provide for the upgrade of medical equipment and reference books at the Boone County Juvenile Justice Center. It will also provide for the professional training by a Certified Family Nurse Practitioner on medical issues.

Commission agenda

There is no local match is required for this grant.



Originating Office



absent

Approved – Auditor



PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

2004 Challenge Grant - Enhancement of Medical Services

Line Item Number	Line Item Name	Grant Contribution
<u>Subscriptions/Publications</u>		
1243-22500	Physician's Desk Reference Manual	\$120.00
1243-22500	Physician's Desk Reference Guide for	\$45.00
1243-22500	Skin Disease Reference Book	\$70.00
1243-22500	Sports Medicine Reference Book	\$95.00
1243-22500	Training Videos for Staff and Residents	\$283.30
1243-22500	Training Pamphlets for Residents	\$360.00
Sub-Total		\$973.30
<u>Office Supplies</u>		
1242-23000	Folders	\$20.00
1242-23000	Copies	\$13.00
Sub-total		\$33.00
<u>Equipment Under \$250</u>		
1243-23850	High Output Nebulizer	\$90.00
1243-23850	Digital Blood Pressure Monitor	\$70.00
1243-23850	Wall-Mount Rod	\$200.00
1243-23850	Halogen Examination Light	\$125.00
1243-23850	Rolling Stool	\$210.00
Sub-total		\$695.00
<u>TRAINING/SCHOOLS</u>		
1243-37210	Medical/Medication Procedures Training	\$1,000.00
1243-37210	Staff/Residents Training - Medical	\$1,500.00
1243-37210	Mileage Reimbursement for Trainer	\$181.50
1243-37210	CPR Training Manuals and Kits	\$229.70
Sub-total		\$2,911.20
<u>Furniture</u>		
1243-91100	Medical Storage Cabinets & Writing Area	\$1,680.00
<u>Machinery & Equipment</u>		
1243-91300	CPR Manikens	\$457.00
1243-91300	Professional Blood Pressure Kit	\$289.00
1243-91300	Microscope	\$450.00
Sub-total		\$1,196.00
<u>Replacement Furniture & Fixture</u>		
1243-92100	Exam Table	\$1,450.00
Total		\$8,938.50



SECTION 1 - INSTRUCTIONS

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

SECTION 2 - GRANT PROGRAMS

- VOCA - Victims of Crime Act SSVF - State Services to Victims Fund STOP - Stop Violence Against Women Grant Program
 NCAP - Narcotics Control Assistance Program MCLUP - Mo. Crime Lab Upgrade Program RSAT - Residential Substance Abuse & Treatment Program
 CLAP - Crime Lab Assistance Program LLEBG - Local Law Enforcement Block Grant LGSD - Local Government School District Program
 Title V - Delinquency & Youth Violence Prevention Title II - Juvenile Justice Formula Grants JAIBG - Juvenile Accountability Incentive Block Grant

Challenge - Statewide Policies and Programs

SECTION 3 - APPLICANT AGENCY

AGENCY: Boone County
FAX: 573.886.4311
PHONE: 573.886.4305

ADDRESS: 01 E. Walnut
CITY: Columbia, MO 65201
STATE: ZIP:

SECTION 4 - APPLICANT AUTHORIZED OFFICIAL

NAME: Keith Schnarre
FAX: 573.886.4311
PHONE: 573.886.4305

TITLE: Presiding Commissioner

AGENCY: Boone County
ADDRESS: E. Walnut
CITY: Columbia, MO 65201
STATE: ZIP:

SECTION 5 - PROJECT DIRECTOR

NAME: Kirk Kippley
FAX: 573.886.4450
PHONE: 573.886.4450

TITLE: Superintendent
E-Mail Address: kirk.kippley@osca.state.mo.us

AGENCY: Boone County Juvenile Justice Center
ADDRESS: 5665 N. Roger I. Wilson Memorial Drive
CITY: Columbia, MO 65202
STATE: ZIP:

SECTION 6 - APPLICANT FISCAL OFFICER

NAME: Kay Murray
FAX: 573.886.4369
PHONE: 573.886.4365

TITLE: Treasurer

AGENCY: Boone County
ADDRESS: 801 E. Walnut
CITY: Columbia, MO 65201
STATE: ZIP:

SECTION 7 - NON-PROFIT BOARD CHAIRPERSON

NAME: FAX: PHONE:

TITLE: AGENCY:

ADDRESS:

CITY: STATE: ZIP:

SECTION 8 - PROJECT TITLE

Enhancement of Medical Services

SECTION 9 - TYPE OF APPLICATION

- New Revised Renewal Continuation

SECTION 10 - CURRENT CONTRACT NUMBER(S)

2002-JAIBG-LG-04 and 2000-SUP02-JAIBG
02 JEC 03

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

43-6000-349

SECTION 12 - PROGRAM CATEGORY

N/A

SECTION 13 - CONTRACT PERIOD

BEGINNING DATE: 01/01/04 ENDING DATE: 09/30/04

SECTION 14 - TYPE OF PROJECT

- Statewide Regional Local

SECTION 15 - PROGRAM INCOME

Will Program Income be generated? Yes No

SECTION 16 - BUDGET

Total Cost

PERSONNEL	
VOLUNTEER MATCH	
TRAVEL	181.50
EQUIPMENT	5,044.75
SUPPLIES/OPERATIONS	1,212.25
CONTRACTUAL	2500.00
RENOVATION/CONSTRUCTION	
TOTAL PROJECT COSTS	

FEDERAL/STATE SHARE %100 \$8,938.50

LOCAL MATCH SHARE %N/A \$0.00

SECTION 17 - AUTHORIZED OFFICIAL'S SIGNATURE

Keith Schnarre *2-6-04*
Signature Date

TRAVEL	PROJECT TITLE: Enhancement of Medical Services
	APPLICANT AGENCY: Boone County

INSTRUCTIONS

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Itemize travel expenses by event. 2. Under the Item, list the type of travel (local, in-state, out-state), location and reason for travel. 3. Under the Basis for Cost Estimate, supply information regarding total distance to be traveled, the rate per mile, total days of travel, daily subsistence allowance, and number of people traveling. 4. Justify in the narrative (under Budget Justification) why the travel is necessary for project execution and who will be traveling. 5. In training projects, where travel and subsistence of trainees is included, list the item separately and show the number of trainees and the allowance per trainee. | <ol style="list-style-type: none"> 6. Tuition and registration fees for eligible training <u>must be listed under the Supplies/Operations</u> category. 7. Enter the costs in the Total Cost column. 8. The amount of mileage allowance shall not exceed 33.5¢ per mile and shall not exceed actual transportation fare where public common-carrier transportation is used (exclusive of first class accommodations.) Travel must be by the most direct practical route. Actual transportation expenses and the amount of meal charges shall not exceed the actual costs and must be reasonable. Lodging expenses will be reasonable. Local rules and regulations will apply if they are more restrictive than those mentioned above. |
|--|---|

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
In-state travel to the Boone County Juvenile Justice Center, in Columbia, Missouri, from Hartsburg, Missouri, by a certified family nurse practitioner who will be providing the staff training requested.	The distance is 50 miles round-trip. The trainer will be making 11 trips. The allowance for mileage is 33 cents per mile. 50 X 11 X .33	181.50
State/Federal Share	\$ 181.50	
Local Match Share	\$ N/A	
TOTAL TRAVEL COST		\$ 181.50

EQUIPMENT		PROJECT TITLE : Enhancement of Medical Services	
		APPLICANT AGENCY: Boone County	
INSTRUCTIONS			
<p>1. Equipment is defined as tangible personal property having a useful life of more than one year.</p> <p>2. Under the Item column, describe each type of equipment in terms of size, capability, etc.</p>		<p>3. Under the Basis for Cost Estimate, list the number of units of each type of equipment and provide a unit cost.</p> <p>4. Under the Total Cost column, record the cost to be calculated as follows: (number of units) x (unit cost).</p>	
ITEM	BASIS FOR COST ESTIMATE		TOTAL COST
Examination Table	Overall size: 26.5" wide x 54-74" long x 33' high. Features doors on both sides for bulk storage, plus two drawers under the seat section that extend fully and are removable for easy cleaning. Vinyl-coated, heavy-duty, one-touch stirrups have three lateral positions of 16, 32, and 52 degrees, and are infinitely adjustable over length of bar. Pull-out foot stop that is longer and wider for patient comfort, leveling glides, paper roll holder, a hospital grade outlet, and a pneumatic for raising and lowering the back section. Stainless steel leg rest with cushion and a 7.5-degree pelvic tilt. Price includes shipping and handling.		1,450.00
Medical Storage Cabinets and Writing Area	3-cabinets (each 18" wide, \$370.00, \$440.00, and \$500.00, respectively) and 1 small desk (18" wide, \$370.00). Laminated fronts. Square-edge tops with back splashes. Satin wire door and drawer pulls. Self-closing 3-way adjustable hinges. Drawers on nylon roller slides. Door cabinets have one adjustable shelf. Slate-colored front kick plates. PVC edges to prevent chipping. Cabinets assembled with steel fasteners. Can be joined to make one unit. Price includes shipping and handling.		370.00
			440.00
			500.00
			370.00
Halogen Examination Light	35-watt halogen bulb. Dichroic film coatings of the reflector filters out 80% of the unwanted beam heat, for greater comfort and less tissue drying. 540-degree rotation of the head and flex arm. 1500 foot-candle light output. Heat sink absorbs and dissipates bulb heat, resulting in extended bulb life. 24" flex arm with vinyl covering offers beam alignment with no drifting. Price includes shipping and handling.		125.00
Microscope	10x magnification eyepiece with pointer. Eyepiece is locked in. Inclined 360-degree rotating head. Acid-resistant finish. Revolving nosepiece with click stops. Color-corrected objectives with 3 magnifications. Fixed focus stop. 5-watt fluorescent light with a 10,000-hour life. Grounded power cord with cord hanger. 5-year warranty. Dust cover. Price includes shipping and handling.		450.00
Rolling Stool	Pneumatic. Height range 19.5-25". Dual wheel nylon casters. One-piece 23" nylon composite base. 16" diameter seat. 4.5" thick seat. Easy clean upholstery with stain resistant top coat. Includes shipping and handling.		210.00
State/Federal Share	\$	TOTAL EQUIPMENT COST	\$
Local Match Share	\$		

EQUIPMENT		PROJECT TITLE : Enhancement of Medical Services	
		APPLICANT AGENCY: Boone County	
INSTRUCTIONS			
1. Equipment is defined as tangible personal property having a useful life of more than one year.		3. Under the Basis for Cost Estimate , list the number of units of each type of equipment and provide a unit cost.	
2. Under the Item column, describe each type of equipment in terms of size, capability, etc.		4. Under the Total Cost column, record the cost to be calculated as follows: (number of units) x (unit cost).	
ITEM	BASIS FOR COST ESTIMATE		TOTAL COST
EQUIPMENT, PAGE 2			
High Output Nebulizer	High output for faster medication delivery. Carrying case. AC operation. 3.5 pounds. Patented piston pump design for quiet operation and long life. Nebulizes medication to a particle size of 0.5 to 5 microns. 7 ml medicine cup delivers 98% of prescribed medication. 45-degree angle delivery allows user to recline during treatment. Breath assisted aerosol delivery for superior therapeutic results. Can deliver suspension medications (budesonide). Dishwasher safe. 5-year limited warranty. Compressor, nebulizer, air tube, mouthpiece, five spare filters, instruction manual, and carrying case. Price includes shipping and handling.		90.00
Digital Blood Pressure Monitor	Easy to use, for staff. Automatic inflation and deflation. Technology determines ideal cuff inflation. Quickly measures blood pressure and pulse. Extremely easy to use. Includes A/C adapter. Price includes shipping and handling.		70.00
Wall-Mount Rod	Height measuring rod constructed of anodized aluminum. Added foot plate. 4" round attachable headpiece. Price includes shipping and handling.		200.00
CPR Prompt(R) Professional Training "Maniken" Pack	Set of 5 reusable "manikens," specifically designed for CPR training, with anatomical features identified by the American Heart Association as desirable for instruction. Tested to withstand 10,000 student usages. Packaged in nylon carrying case, with 50 face shield lung bags. Price includes shipping and handling.		457.00
State/Federal Share	\$	TOTAL EQUIPMENT COST	
Local Match Share	\$ N/A		

EQUIPMENT	PROJECT TITLE : Enhancement of Medical Services
	APPLICANT AGENCY: Boone County

INSTRUCTIONS

- | | |
|---|---|
| <p>1. Equipment is defined as tangible personal property having a useful life of more than one year.</p> <p>2. Under the Item column, describe each type of equipment in terms of size, capability, etc.</p> | <p>3. Under the Basis for Cost Estimate, list the number of units of each type of equipment and provide a unit cost.</p> <p>4. Under the Total Cost column, record the cost to be calculated as follows: (number of units) x (unit cost).</p> |
|---|---|

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
EQUIPMENT, PAGE 3		
Professional Blood Pressure Multi-Cuff Kit	Palm-style blood pressure unit with a variety of cuff sizes, in a compact storage tray. For use by medical professionals. Price includes shipping and handling.	289.00
CPR Prompt Pocket Mask	An effective contact prevention barrier for mouth-to-mouth resuscitation. Includes a replaceable one-way valve with filter. Reusable, easy to clean, requires no assembly. Includes carrying case. Price includes shipping and handling.	23.75
State/Federal Share	\$ 5,044.75	TOTAL EQUIPMENT COST
Local Match Share	\$ N/A	

SUPPLIES/OPERATIONS

PROJECT TITLE: **Enhancement of Medical Services**

APPLICANT AGENCY: **Boone County**

INSTRUCTIONS

- | | |
|---|--|
| <p>1. Under the Item column, list by type of supply or operational expense (i.e., office supplies, training materials, telephone, postage, etc.). Be as specific as possible.</p> <p>2. Under the Basis for Cost Estimate column, list the cost per unit and the number of units requested.</p> | <p>3. Under Total Cost column, record the cost to be calculated as follows: (number of units) x (unit cost).</p> <p>4. Tuition and registration fees for eligible training must be listed on this page.</p> <p>5. Please refer to the Certified Assurances pertaining to supplies and operating expenses for further information.</p> |
|---|--|

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
SUPPLIES, Pg. 1		
Office Supplies for Training Materials: Folders	1 box of folders with pouches @ \$20.00 per box, 25 folders per box	20.00
Paper	250 pages of paper for copies (plus use of toner)	13.00
Training Materials: Disposable Lung Bags for CPR Training	100-pack Adult/Child face shield lung bags for CPR. Price includes shipping and handling.	64.95
Pamphlets	“Is This Love?” 500 copies @ 24 cents each.	120.00
	“It’s Okay to Say No” 500 copies @ 24 cents each.	120.00
	“Are You Safe in Your Relationship?” 500 copies @ 24 cents each.	120.00
	(Pamphlet prices include shipping and handling.)	
Medical Resources: Physician’s Desk Reference Manual	2003 prescription drug reference for physicians and health care professionals. Price includes shipping and handling.	120.00
Physician’s Desk Reference Guide for Mental Health Professionals	2003 prescription psychotropic drug reference for physicians and health care workers. Price includes shipping and handling.	45.00
Skin Disease Reference Book	“Skin Disease, Diagnosis and Treatment,” by Thomas P. Habif. Price includes shipping and handling.	70.00
Sports Medicine Reference Book	“20 Common Problems in Sports Medicine,” by James C. Puffer. Price includes shipping and handling.	95.00
State/Federal Share	\$	
Local Match Share	\$ N/A	
TOTAL SUPPLIES/OPERATIONS COST		\$

SUPPLIES/OPERATIONS

PROJECT TITLE: **Enhancement of Medical Services**

APPLICANT AGENCY: **Boone County**

INSTRUCTIONS

- | | |
|---|--|
| <p>1. Under the Item column, list by type of supply or operational expense (i.e., office supplies, training materials, telephone, postage, etc.). Be as specific as possible.</p> <p>2. Under the Basis for Cost Estimate column, list the cost per unit and the number of units requested.</p> | <p>3. Under Total Cost column, record the cost to be calculated as follows: (number of units) x (unit cost).</p> <p>4. Tuition and registration fees for eligible training must be listed on this page.</p> <p>5. Please refer to the Certified Assurances pertaining to supplies and operating expenses for further information.</p> |
|---|--|

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST	
SUPPLIES, Pg. 2			
Heartsaver CPR: A Comprehensive Course for the Lay Responder Instructor's Tool Kit	Complete training kit containing educational materials for teaching CPR. Includes Heartsaver textbook, adult CPR video, pediatric CPR video, posters. Price includes shipping and handling.	100.00	
Basic Life Support: Instructor's Manual (Layperson and Professional)	Manual for basic life support training. Includes lesson plans, teaching strategies, evaluation forms, and scenario cards. Price includes shipping and handling.	41.00	
Training Videos (useful life of more than one year) for Staff and Resident Birth Control and STD Training	"Talking About Sex: A Guide for Families." Price includes shipping and handling.	28.00	
	"A Walk in Your Shoes"	29.00	
	"Mothers too Soon"	29.00	
	"Fathers too Soon"	29.00	
	(Shipping and handling charges for "A Walk in Your Shoes," "Mothers too Soon," and "Fathers too Soon")	8.30	
	"Teen Pregnancy"	40.00	
	"The Truth About Sex"	50.00	
	"Sex: Everyone's Doin' It—NOT!"	70.00	
	(Prices for "Teen Pregnancy," "The Truth About Sex," and "Sex: Everyone's Doin' It—NOT!" includes shipping and handling.)		
	State/Federal Share	\$ 1,212.25	
Local Match Share	\$ N/A		
TOTAL SUPPLIES/ OPERATIONS COST		\$ 1,212.25	

CONTRACTUAL	PROJECT TITLE: Enhancement of Medical Services
	APPLICANT AGENCY: Boone County

INSTRUCTIONS

- | | |
|--|--|
| <p>1. Under the Nature of Service column, describe the types of consultant services or contracts desired.</p> <p>2. Under the Basis for Cost Estimate, enter the total amount of time to be used and the rate of compensation per unit of time. <i>In the narrative under budget justification, include statements justifying the rate of compensation per unit of time and the necessity for including the costs in the project budget.</i></p> | <p>3. In the Total Cost column, record the costs to be calculated as follows: (amount of time) x (rate of compensation).</p> <p>4. A copy of any contractual agreement made as a result of an award through this grant program must be forwarded to the Department of Public Safety. Any service that does not have a contractual agreement cannot be listed on this page.</p> <p>5. Any contractual agreement entered into as a result of an award of contract by DPS must be for a time period within the contract period designated by DPS.</p> |
|--|--|

NATURE OF SERVICE	BASIS FOR COST ESTIMATE	TOTAL COST
Training	8 hours (review of medical/medication procedures, training, and monitoring after training) @ \$125.00 per hour.	1,000.00
	12 hours (training on STD's and contraceptive options, etc., for staff and residents, and repeat sessions six months later) @ \$125.00 per hour.	1,500.00
State/Federal Share	\$ 2,500.00	TOTAL CONTRACTUAL COST
Local Match Share	\$ N/A	

HEALTH IN DETENTION CHALLENGE GRANT REQUEST FOR FUNDING

I. **Health services currently being provided at the Boone County Juvenile Justice Center:**

- A. Medical Services: twice weekly, on Tuesday and Friday afternoons, a Certified Family Nurse Practitioner from the Family Health Center, in Columbia, comes to the Juvenile Justice Center, to provide newly-admitted juveniles with physical examinations, and to provide follow-up care to juveniles who have received their initial physical examinations but have subsequent health concerns (excluding psychiatric issues). The practitioner administers tuberculin skin tests to every new admission who has been in residence at the Center for seven days, if they have not been tested in the prior year. Additionally, the practitioner or a physician from the Family Health Center is available on an on-call basis, twenty-four hours per day, seven days per week, to advise staff regarding what measures to take when health issues occur with juveniles.

Once weekly, on Thursday mornings, a psychiatrist comes to the Center to assess juveniles who have a potential or known need for psychiatric care, to provide follow-up care, and, as necessary, to monitor effects of psychotropic medications. A psychiatrist associated with the University of Missouri is available on an on-call basis, twenty-four hours per day, seven days per week, to advise staff regarding what measures should be taken when psychiatric issues occur with juveniles.

Medications are given to juveniles per physicians'/practitioners' orders. Only certain staff members are allowed to administer medications: caseworkers and the staff person assigned to manage the control station on weekdays. They also administer over-the-counter medications which juveniles' parents have given approval for their children's use. One Center staff person is designated as the liaison with medical personnel, and relies on them to give instructions related to medications, to assist staff in giving medications correctly. Insulin-dependent juveniles must administer insulin to themselves. The Center liaison with medical personnel remains in close contact with the juvenile diabetics' health care providers.

- B. Contraceptive Options/STD's: related issues are addressed in educational classes, facilitated by caseworkers at the facility.

II. **Needs we would like to see addressed through this grant funding, and the reason why the funding is not available in our present budget:**

- A. Medical Services: although we have policies and procedures in place to help guide staff in dealing with medical issues and administering medications, selected members of our staff group need to receive intensive training, presented by a Certified Family Nurse Practitioner, regarding these critical areas. We would expect that at least the programs and services coordinator, the seven caseworkers, and one full-time program assistant would be chosen to participate in the training. The training would include (but would not be limited to): 1) information about general health issues, when to contact medical personnel, etc., 2) a review, by the health care professional, of the facility's procedures for the storing and

administration of medications, and the provision of suggested improvements, if applicable, and 3) information about the most commonly used medications in this juvenile population, including psychotropic medications, indications for use, common side effects, possible adverse reactions, etc. Additionally, there is a significant need to update and/or provide medical equipment/supplies for the medical examination room at the Juvenile Justice Center.

- B. Contraceptive Options/STD's: both staff and residents need to receive training, by a medical professional, related to these health issues. In this juvenile population, many of the youths have been sexually active and many of those have been diagnosed with sexually transmitted diseases. Juveniles are becoming sexually active at earlier ages than in the past, and many of them have little to no knowledge of sexually transmitted diseases, pregnancy prevention, etc. Staff members have the responsibility of counseling these juveniles regarding such issues, and need the most up-to-date and comprehensive information available.

The healthcare (of which every aspect has been monitored) provided to juveniles in residence at the Juvenile Justice Center has been of the utmost importance. However, due to the costs of overall daily operations at the Juvenile Justice Center, it has not been possible for the additional services, items, and training we are requesting to have been budget priorities.

III. The outcome measures that would be used assess the success of this project:

Our intended outcome for this project is to improve services related to the health of juveniles who have been placed at the Boone County Juvenile Justice Center. If we are granted the funding for our project, training will be provided to both staff and residents and all other medical/training-related purchases will be made. We will document the number of juveniles who receive health services and training, and the number of staff provided training. Staff and residents will be administered both pre- and post-training tests, in order to have some demonstration of the quantitative effects of the training.

IV. Budget justifications for each item requested, why each request is needed, and/or how it will be used:

The budget justification for each of the services/items requested is:

“to enhance the overall, efficient, and responsible delivery of medical services, to juveniles in residence at the Boone County Juvenile Justice Center.”

1. Contractual: Medication Administration Training. \$1,000.00.

Juvenile Justice Center staff members need training, by a Certified Family Nurse Practitioner, on all areas related to the administration of medication to juveniles in residence at the Juvenile Justice Center, medical situations that may occur at the Center, and information about the most common medications that have been prescribed to juveniles at the Center, including psychotropic medications. The facilitator would require a total of eight hours to evaluate current Center medical policies, to provide training, and to provide monitoring of staff after the training has been provided. The training and monitoring would take place during five separate visits. The certified family nurse practitioner would charge a fee of \$125.00 per hour, for the eight hours. We contacted registered nurses who provide this type of training, and they would charge \$25.00 per trainee, per

session. A fee of \$125.00 per hour would be less costly and the training would be facilitated by a health care professional with more education than a registered nurse. The cost of the training is less than fair market value.

2. Contractual: Contraceptive Options and STD's Training. \$1,500.00.

Both staff and residents need training related to birth control and sexually transmitted diseases. These are common issues which need to be addressed, for juveniles in this population. The training needs to be provided by a medical professional with the expertise to present the training in a manner that is informative yet puts staff and residents at ease. The facilitator (the same facilitator who will be providing the medication training) will provide 12 hours of training to staff and residents @ \$125.00 per hour, which is less than fair market value, as explained above.

3. Equipment: Examination table. \$1,450.00 (includes shipping and handling).

The examination table which is currently being used was old when it was purchased from State Surplus, in 1992. It is now only partially functional and it needs to be replaced. The cost of the examination table is fair market value.

4. Equipment: Medical and Storage Cabinets (includes writing area). \$1680.00 (includes shipping and handling).

There is a need for a three-cabinet unit with attached small writing table, for adequate storage of medical supplies and an area for medical personnel to be able to write reports. At present, there is not enough storage/writing space in the medical examination room. The cost of the cabinets and writing table is fair market value.

5. Equipment: Halogen Examination Light. \$125.00 (includes shipping and handling).

There is a need for a new halogen examination light, as the light currently in use is broken. It will not stay in place after positioning. The cost of the examination light is fair market value.

6. Equipment: Microscope. \$450.00 (includes shipping and handling).

There is a need for a basic microscope (10x magnification), which would enable the practitioner to examine slides at the Center. The practitioner could then diagnose certain conditions on site, instead of having to send slides to the laboratory, thereby making it possible for treatment to begin immediately. The cost of the microscope is fair market value.

7. Equipment: Rolling Stool. \$210.00 (includes shipping and handling).

There is a need for a new, rolling stool. The stool we are currently using belongs to the Family Health Center. The cost of the stool is fair market value.

8. Equipment: High Output Nebulizer. \$90.00 (includes shipping and handling).

There is a need for a new, high-flow nebulizer, as juveniles with asthma are fairly common in this population. We do have a nebulizer, but it is not high-flow and does not deliver medication quickly, which impedes the treatment of a juvenile suffering an asthma attack. The cost of the nebulizer is fair market value.

9. Equipment: Digital Blood Pressure Monitor. \$70.00 (no shipping and handling).

There is a need for a digital blood pressure monitor, which can be readily used by any Juvenile Justice Center staff person. Use of a traditional cuff and stethoscope requires specialized training, to prevent false readings. The cost of the digital blood pressure monitor is fair market value.

10. Equipment: Professional Blood Pressure Multi-Cuff Kit. \$289.00 (price includes shipping and handling).

The medical provider for the Juvenile Justice Center needs a new blood pressure cuff to replace the old one, which is possibly inaccurate and does not have different sizes of cuffs, which are sometimes necessary.

11. Equipment: Wall-Mount Rod. \$200.00 (includes shipping and handling).

There is a need for a metal, wall-mount rod for measuring height. The one presently in use is made of plastic and falls down. The cost of the rod is fair market value.

12. Equipment: CPR Prompt Professional Training "Maniken" Pack. Set of 5 reusable "manikens," specifically designed for CPR training. \$457.00 (price includes shipping and handling. CPR Prompt Pocket Mask. Effective contact prevention barrier for mouth-to-mouth resuscitation. Reusable. Carrying case. \$23.75 (price includes shipping and handling).

Staff at the Center are required to be certified and re-certified (every two years) to administer CPR. A selected caseworker at the Juvenile Justice Center will receive training from Office of State Courts Administrator, at no cost, to become a qualified CPR instructor. He will then provide all the CPR training at the Juvenile Justice Center. These are the materials/resources he will need to provide the training.

13. Supplies: Physicians' Desk Reference Manuals (one for health professionals, \$120.00, and one for mental health professionals, \$45.00). \$165.00 for both (includes shipping and handling).

There is a need for new Physicians' Desk Reference manuals (PDR's), for use by the health practitioner and psychiatrist providing services to the juveniles in residence at the Juvenile Justice Center. The general PDR currently in use is extremely outdated, and we do not have a mental health PDR. The costs of the PDR's are fair market value.

14. Supplies: Skin Disease Reference Book, "Skin Disease, Diagnosis, and Treatment," by Thomas P. Habif, 2001, \$70.00, and Sport Injury Reference Book, "20 Common Problems in Sports Medicine," by James C. Puffer, 2001, \$95.00. (Prices include shipping and handling).

There is a need for reference books related to skin disease and sports injuries, as these are the two of the most commonly diagnosed medical conditions for juveniles in residence at the Center. The practitioner does not have reference books on site related to these conditions. The costs of the reference books are fair market value.

15. Supplies: Heartsaver CPR. A comprehensive course for the Lay Responder Instructor's Tool Kit. \$100.00 (price includes shipping and handling). Basic Life Support: Instructor's Manual (Layperson and Professional). Manual for basic life support training. \$41.00 (price includes shipping and handling).

Staff at the Center are required to be certified and re-certified (every two years) to administer CPR. A selected caseworker at the Juvenile Justice Center will receive training from Office of State Courts Administrator, at no cost, to become a qualified CPR instructor. He will then provide all the CPR training at the Juvenile Justice Center. These are the materials/resources he will need to provide the training.

16. Supplies: Videos for staff training/resources and resident resources (useful life of more than one year. "Talking About Sex: A Guide for Families," "A Walk in Your Shoes," "Mothers too Soon," "Fathers too Soon," "Teen Pregnancy," "The Truth About Sex," "Sex: Everyone's Doin' It—NOT!". \$283.30 (price includes shipping and handling).

There is a need for resources that can be used during training and afterward, both by staff and residents.

17. Supplies: office supplies for training. 1 box of folders with pouches @ \$20.00 per box, 25 folders per box. Paper. 250 pages of paper for copies, @ \$13.00.

There is a need to provide folders and paper, for copies for the medical training.

18. Supplies: Disposable face shield lung bags for CPR training, 100-pack. \$64.95 for 100-pack (price includes shipping and handling).

There is a need for disposable face shield lung bags for the CPR training.

19. Supplies: Pamphlets: "Is This Love?", "It's Okay to Say No," and "Are You Safe in Your Relationship?". 500 copies of each pamphlet (total 1500 copies) @ 24 cents per copy. \$360.00 (price includes shipping and handling).

The pamphlets will be an excellent resource for residents, related to health/sexual adjustment issues.

20. Mileage. The training facilitator will be driving from Hartsburg, Missouri, to Columbia, Missouri, to provide training and follow-up. It is 50 miles per round trip. She will be making 11 trips. Mileage is 33 cents a mile. 11 trips X 50 miles per trip X 33 cents per mile = \$181.50.

CERTIFIED ASSURANCES

JUVENILE JUSTICE AND DELINQUENCY PREVENTION, Challenge Grant Program

In addition to the general terms contained in the *Application Packet*, the applicant is also conditioned upon and subject to compliance with the following conditions:

1. The applicant assures that it will comply, and all its subcontractors will comply, with the applicable provisions outlined in the project description for the Challenge Grant Program; and the Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts; and other applicable federal laws, orders, circulars, or regulations.
2. The applicant agrees to maintain the records necessary to evaluate project effectiveness.
3. The applicant agrees to submit an evaluation of the project by December 31, 2004, or within 90 days of the project ending date or upon request by the Department of Public Safety.
4. As required by the JJDP Act, federal funds will be used to supplement and increase but not be used to replace state or local funds that would, in the absence of such federal aid, be made available for the proposed project.
5. The applicant agrees to submit monthly project reports and expenditure reports by the 10th day of each month. **Failure to submit the required reports on time shall be taken as failure to adhere to the acceptance of the contract, and may result in termination.**
6. Personnel: Time and attendance records must support any personnel costs, and proper records must be maintained to adequately substantiate time spent to carry out the specific project objectives for which the contract was approved.
7. Travel: Expenditures for travel must be supported and documented by signed travel vouchers. Hotel/motel and meal receipts must be on file. Maximum amounts for mileage, meals, and other expenses cannot exceed the amounts approved in the budget.
8. Reimbursement of Travel Expenses: Will not occur until after travel has taken place. Prior approval must be obtained from the Missouri Department of Public Safety prior to attending any training/travel that is not specifically outlined in the approval budget.
9. Equipment: Expenditures for equipment must be in accordance with the approved budget. All items of equipment must be assigned an inventory number and be readily identifiable as being purchased with Missouri Department of Public Safety funds.
10. The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall be used for Juvenile Justice and Delinquency Prevention purposes only.
11. Supplies/Operating Expenses: Expenditures for supplies and operating expenses must be in accordance with the approved budget and documentation in the form of a paid bill, and a voucher must support each expenditure. The title of films, brochures, and other "miscellaneous items" not specifically outlined in the approved budget must be submitted to the Missouri Department of Public Safety, for approval prior to purchasing same.
12. Interest: The applicant assures that federal funds will not be used to pay interest or any other financial costs.

CERTIFIED ASSURANCES Continued

3. Budget Revisions: **Prior** approval must be received from the Missouri Department of Public Safety, Office of the Director, for the changes in the budget or project activities as outlined in the approved program narrative. These types of changes are listed below:

- a. The addition or deletion of a specific budget line item in any budget category;
- b. Any desired movement of dollars in any line item;
- c. Or a change in the scope of the project or the programmatic activities.

If a budget or programmatic revision is required, a written request for a change must be submitted **at least 30 days prior** to the proposed change and **at least 60 days prior** to the end of the contract period, on a *Request to Revise the Budget* form. All affected budget pages must be included with the *Request to Revise the Budget* form. The budget change is not in effect until signed by the Director of the Department of Public Safety.

14. Missouri Department of Public Safety must be notified if there is

- a. A change in, or temporary absence of, the project director and/or authorized official;
- b. A change in the project site;
- c. Or a change in the name of the agency.

Contractual Services: when a sub-grantee contracts for work or services, the following is required:

- a. All contractual services shall be supported by written contracts stating the services to be performed, and the rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
- b. A copy of all written contracts must be forwarded to the Missouri Department of Public Safety, Office of the Director, upon completion.
- c. Payments must be supported by statements outlining the services rendered and supporting the period covered.
- d. Any contract or agreement for service of \$3,000 or more which is not entered into as a result of competitive bidding procedures, must receive prior approval from the Missouri Department of Public Safety, Office of the Director.
- e. Individual rates cannot exceed \$450 per eight (8) hour day without prior approval from the U.S. Department of Justice, Office of the Director.

16. Sole Source Procurement: Where only one bid is received or only one vendor is contacted, it is deemed to be sole source procurement. Sole source procurement on amounts \$3,000 and more require prior approval from the Missouri Department of Public Safety. Sole source procurement of items costing \$100,000 or more requires prior U.S. Department of Justice approval.

17. Purchasing:

- a. Items costing less than \$3,000 may be purchased with prudence on the open market.
- b. All purchases estimated to cost between \$3,000 but less than \$24,999, must be competitively bid, but need not be solicited by mail or advertisement.
- c. All purchases with an estimated expenditure of \$25,000 or more shall be advertised for bids in at least two daily newspapers of general circulation in such places most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.

CERTIFIED ASSURANCES Continued

8. The applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
19. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
20. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require.
21. The applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et. seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEO on file, which meets the requirements therein.
22. The applicant assures that, in connection with the furnishing of services under this contract, it will comply and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
23. The applicant assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G, and the Department of Justice regulations on disability discrimination 28 CFR Parts 35 and Part 39.
24. The applicant assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs, U.S. Department of Justice.
25. If the applicant provides funding to any law enforcement agency, the applicant assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "Any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training or certifying peace officers, or for other law enforcement, safety or criminal justice purposes."
26. If the applicant provides funding under this contract to any law enforcement agency, the applicant assures that the law enforcement agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting, and Section 590.650, RSMo relating to racial profiling.
27. The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
28. The sub-grantee agrees to account for project income generated by the activities of this sub-grant, and must report receipts and expenditures of this income on a Form 312, "Report of Project Income." (Note: All project income must be expended during the life of the sub-grant.)
29. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon

CERTIFIED ASSURANCES Continued

- J. An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.
31. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
32. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Street Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Failure to comply with any of the foregoing certified assurances could result in funds being withheld until such time as the contractor takes appropriate action to rectify the incident(s) of non-compliance, or termination of the contract.

The applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

Keith Kippley x 2/6/04 x Keith Schme x 2-6-04
Project Director Date Authorized Official Date

REPORT OF EXPENDITURES AND CHECK PAYEE INFORMATION

The following information is necessary if your agency receives a contract from the Missouri Department of Public Safety

Name and address of the individual who will be responsible for completing the Monthly Report of Expenditures and Request for Reimbursement. *(The Monthly Report of Expenditures and Request for Reimbursement will be mailed to this individual each month.)*

NAME: Kirk Kippley, Project Director
AGENCY: Boone County Juvenile Justice Center
ADDRESS: 5665 N. Roger I. Wilson Memorial Drive
Columbia, MO 65202
(Include city, state, and zip)

TELEPHONE: (573) 886.4450 FAX NUMBER: (573) 886.4461

E-MAIL ADDRESS: kirk_kippley@osca.state.mo.us

Check Payee Information - List the name and address of the check payee. Do not include an individual's name, *only the name and address of the agency to which the check must be made payable.*

AGENCY: Boone County
ADDRESS: 705 E. Walnut, Circuit Judges Office
Columbia, MO 65201
(Include city, state, and zip)

Name and address of the individual to whom the check needs to be mailed. *(The check will be mailed directly to this individual each month.)*

NAME: Ann Schnell
AGENCY: Boone County Juvenile Justice Center
ADDRESS: 5665 North Roger I. Wilson Memorial Drive
Columbia, MO 65202
(Include city, state, and zip)

TELEPHONE: (573) 886.4450 FAX NUMBER: (573) 886.4461

E-MAIL ADDRESS: ann_schnell@osca.state.mo.us

2/23/2004

FY 2004
Budget Amendments/Revisions
Judicial Grants & Contracts (1243)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	2/23/2004	3411	Federal grant reimbursement	8,939		Establish budget for Challenge Grant - Enhancement of Medical Services	
		22500	Subscriptions/Publications	974			
		23000	Office Supplies	33			
		23850	Minor Equipment & Tools	695			
		37210	Training/Schools	2,911			
		91100	Furniture & Fixtures	1,680			
		91300	Machinery & Equipment	1,196			
		92100	Replacement Furniture & Fixtures	1,450			