CERTIFIED COPY OF ORDER

STATE OF MISSOURI	ea.	July Session of the July	Adjourned		Term. 20	08
County of Boone	S ca.					
In the County Commission	of said county, on the	7 th	day of	July	20	08

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with A Civil Group for Trails West Engineering Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 7th day of July, 2008.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

kip Elkin

District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 7th day of July, 2000 subdivision of the state of Missouri through its Couapproves and authorizes professional services by the specified below.	
Consultant Name: A CIVIL GROUP	
Project/Work Description: TRAILS WEST ENGIN	NEERING SERVICES
Proposal Description: See attached Scope of Service issued by A Civil Group.	ces and Fee Schedule dated June 20, 2008
Modifications to Proposal: Fees and expenses shall approval of Owner.	l not exceed \$28,580.00 without prior written
This form agreement and any attachments to it shall signature by all parties below constitutes a contract described proposal and any approved modifications accordance with the terms and conditions of the Ge by the Consultant and Owner for the current calend Works Department, which is hereby incorporated by services and compensation for services shall in accompany approved modifications to it and shall be subject to Services Agreement for the current calendar year. In between the proposal approved herein and the general additions of the general agreement shall control specifically identifies a term or condition of the general of the general applicable.	for services in accordance with the above to the proposal, both of which shall be in neral Consultant Services Agreement signed ar year on file with the Boone County Public y reference. Performance of Consultant's ordance with the approved proposal and any and consistent with the General Consultant in the event of any conflict in interpretation ral Consultant Services Agreement, the terms of unless the proposal approved herein
A CIVIL GROUP	BOONE COUNTY, MISSOURI
By Jay Gersenary Title CHELF OPENATURE FACABER	By Kumtosum Presiding Commissioner
Dated: 7/14/08	Dated: 3/7/08
APPROVED: County Attorney APPROVED: Jawal Minds Director, Boone County Public Works	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. The Little Log Date 2045-71102



A CIVIL GROUP

CIVIL ENGINEERING . PLANNING . SURVEYING

June 20, 2008

Boone County Public Works 5551 Highway 63 South Columbia, MO 65201

TO: Mr. Derin Campbell

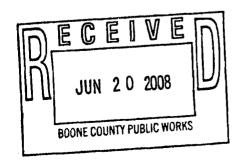
RE: Trails West Engineering Services Proposal

Mr. Campbell,

We have completed the Trails West Engineering Services Proposal. I have altered the estimated cost to reflect the scope of work discussed within our recent meeting. Please feel free to contact me if you have any questions as to my understanding of the scope of work or if you need any additional information. It has been a pleasure working with you thus far and I look forward to the successful completion of this project.

Sincerely,

Patrick M/Devaney, MS, PE





A CIVIL GROUP

CIVIL ENGINEERING . PLANNING . SURVEYING

JUN 2 0 2008

BOONE COUNTY PUBLIC WORKS

June 17, 2008

Boone County Public Works 5551 Highway 63 South Columbia, MO 65201

RE: Request for Proposal: Trails West Engineering Services

Mr. Campbell,

Upon reviewing your request for proposal, we would like to offer the following cost estimate and breakdown.



Scope of Work:

Conduct topographic surveys, stake property corners, conduct preliminary engineering work sufficient to stake proposed easements, provide legal descriptions for all proposed easements.

Subject Areas: 1, 2, 3, 6, 7, 8, 9, 10, as detailed in the previously submitted preliminary engineering report.

***The cost estimate provided for the base engineering contract will reflect the scope of work detailed above for the sum of all 8 subject areas listed above.

Cost Estimate for Preliminary Engineering Work:

Survey and place survey control points throughout the entire subdivision, Topographic survey of all 8 subject sites, the interconnecting channels, and finished floor elevations of adjacent homes (as necessary),

Elevation determination of all applicable structures and flow lines, Location of property corners on the 35 adjacent lots and flagging of corners 56 hours of surveying / field work @ \$105.00 / hr: \$5,880

Preliminary engineering to determine easement widths and locations 8 hours of design @ \$100.00 / hr: \$800

Surveying to locate and flag easements on all 35 applicable lots 16 hours of surveying @ \$105.00 / hr: \$1,680

Calculate and prepare legal descriptions for easements on all 35 lots 17.5 hours @ \$100.00 / hr: \$1,750

Total Cost Estimate for Preliminary Engineering Work:

<u>\$10,110</u>

Site Specific Engineering Contract

Scope of Work:

- 1. Obtain all required permits and approvals from the United States Army Corps of Engineers and the Missouri Department of Natural Resources to complete the scope of work as detailed within this proposal.
- 2. Provide final construction plans and technical specifications necessary to bid and construct the projects.
- 3. Develop a design schedule detailing the 50%, 75%, 95% and 100% plan completion.
- 4. Schedule and participate in a meeting with Boone County Public Works and all utility companies applicable to the scope of work. Issue a set of 50% (minimum) completed plans to the utility companies and to Boone County. Revise plans in accordance with comments from the utility companies and Boone County. The consultant will have knowledge of the following details for review at the meeting.
- Pipe system sizing and alignment.
- Inlet locations, capacity, and sizing.
- Overflow system path, flow rate and elevations including an evaluation of existing building finished floor elevations in relation to the 100-year storm event elevations.
- Design flows (10 and 100 year storm events) contributing to the site of the proposed improvements.
- Design flows (10 and 100 year storm events) for all system components.
- Design flows (10 and 100 year storm events) leaving the proposed improvements at the outfall.
- Contributing area calculations to each improvement sites.
- Drainage spread and depth in street gutters approaching the improvement sites.
- Inlet intercept / bypass ratios at applicable inlets.
- 5. Participate in an onsite meeting with Boone County and submit a 75% (minimum) complete set of plans to the county for review and comment. Incorporate county comments into plan set.
- 6. If deemed necessary by the Boone County Public Works Director, schedule and participate in a public meeting involving all property owners adjacent to the improvement sites. Have resources available to convey a description of the proposed designs to the public at said meeting.
- 7. Submit a 95% (minimum) complete plan set to Boone County Public Works for review. Participate in a review meeting at such time. Incorporate comments issued by

- Boone County into the plan set prior to final completion of the plans and submit completed plans to the county two weeks (minimum) prior to scheduled date of purchase.
- 8. Provide an engineer's estimate of probable construction costs with the submission of 50%, 75%, and 100% complete plans.
- 9. Participate in the pre-bid meetings, respond to contractor questions, and develop any necessary addendums.
- 10. Offer responses to contractor questions during the course of construction and resolve any plan discrepancies. ***Design work associated with change orders, not related to plan discrepancies, shall be billed to Boone County as per the Consultants previously approved billing rates.

***The cost estimate provided for the site specific engineering contract will reflect the scope of work detailed above for each of the 8 subject areas individually.

Engineering Services Estimate for Site #1:

5 hrs of engineering design @ \$100.00 / hr: \$500

8 hrs of drafting / plan preparation @ \$85.00 / hr: \$680

Total Estimate for Site #1: \$1,180

Engineering Services Estimate for Site #2:

8 hrs of engineering design @ \$100.00 / hr: \$800

14 hrs of drafting / plan preparation @ \$85.00 / hr: \$1,190

Total Estimate for Site #2: \$1,990

Engineering Services Estimate for Site #3:

12 hrs of engineering design @ \$100.00 / hr: \$1,200

24 hrs of drafting / plan preparation @ \$85.00 / hr: \$2,040

Total Estimate for Site #3: \$3,240

Engineering Services Estimate for Site #6:

6 hrs of engineering design @ \$100.00 / hr: \$600

10 hrs of drafting / plan preparation @ \$85.00 / hr: \$850

Total Estimate for Site #6: \$1,450

PHONE: 573-817-5750 FAX: 573-817-1677

Engineering Services Estimate for Site #7:

8 hrs of engineering design @ \$100.00 / hr: \$800

12 hrs of drafting / plan preparation @ \$85.00 / hr: \$1,020

Total Estimate for Site #7: \$1,820

Engineering Services Estimate for Site #8:

6 hrs of engineering design @ \$100.00 / hr: \$600

10 hrs of drafting / plan preparation @ \$85.00 / hr: \$850

Total Estimate for Site #8: \$1,450

Engineering Services Estimate for Site #9:

4 hrs of engineering design @ \$100.00 / hr: \$400

8 hrs of drafting / plan preparation @ \$85.00 / hr: \$680

Total Estimate for Site #9: \$1,080

Engineering Services Estimate for Site #10:

12 hrs of engineering design @ \$100.00 / hr: \$1,200

16 hrs of drafting / plan preparation @ \$85.00 / hr: \$1,360

Total Estimate for Site #10: \$2,560

Engineering Services Estimate for Entire Subdivision: \$ 14,770

Meetings / Correspondence / Misc. \$ 2,500

Unites States Army Corps of Engineers Permits and

Missouri Department of Natural Resources Permits \$1,200

Total Cost Estimate for Entire Scope of Work \$18,470

***Note: United States Army Corps of Engineers (USACE) Permits includes the attainment of a Nationwide Permit for channel stabilization and repair. The above cost does not include the cost of attaining an Individual Permit from the USACE, should one be necessary.

***Missouri Department of Natural Resources Permits includes the development of a land

disturbance plan encompassing all work, described above, for the entire subdivision. The single

plan will be submitted to MoDNR for attainment of a single land disturbance permit, covering

the scope of work for all 8 subject areas.

***Note: A Civil Group, LLC. does not include the actual permit fees within an estimate. Permit

fee requests will be forwarded to Boone County for direct payment to the Permit Fee Recipient

or will be reimbursed to A Civil Group, LLC. at actual permit fee cost, and be considered

additional to the contracted dollar amount for the scope of work requiring the permit.

Thank you for allowing A Civil Group, LLC. to provide you with the above cost estimate. Feel

free to contact us with any questions or concerns.

Sincerely

Patrick M Devaney MS P

CERTIFIED COPY OF ORDER

STATE OF MISSOURI **County of Boone**

July Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

7th

day of

July

20 08

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Trabue, Hansen and Hinshaw, Inc. for Country Hill Subdivision Storm Sewer Improvements. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 7th day of July, 2008.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

District I Commissioner

Skip Elkin

District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the ______, day of ______, 2008, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: TRABUE, HANSEN & HINSHAW, INC.

Project/Work Description: COUNTRY HILL SUBDIVISION STORM SEWER

IMPROVEMENTS

Proposal Description: See attached Scope of Services and Fee Schedule dated June 16, 2008 issued by Trabue, Hansen & Hinshaw, Inc.

Modifications to Proposal: Fees and expenses shall not exceed \$29,934.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

TRABUE, HANSEN & HINSHAW, INC.

Dated:

APPROVED AS TO FORM:

Director, Boone County Public Works

BOONE COUNTY, MISSOURI

ATTEST:

CERTIFICATION:

Auditor

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

Date

to pay the costs arising from this contract.

Trabue, Hansen & Hinshaw, Inc.

CONSULTING ENGINEERS

1901 Pennsylvania Columbia, MO 65202

June 16, 2008

Mr. Derin Campbell, P.E. Boone County Public Works 5551 Hwy 65 South Columbia, MO. 65201

Re: Country Hill Subdivision Storm Sewer Improvements

Dear Derin,

THHinc is pleased to have this opportunity to provide Boone County with professional engineering services on the above referenced project. This proposal is in response to your Request for Proposal for Country Hill Subdivision – Stormwater Engineering Design, dated June 4, 2008.

PROJECT DESCRIPTION: The project involves the design of solutions to drainage problems within areas of the subdivision as investigated and outlined in the May 2008 preliminary study. Our design will address all the portions of the subdivision that the preliminary study highlighted as revised by your subsequent meeting with *THHinc*, herein referred to as "Option 3." Our understanding of "Option 3" is summarized in the attached "Exhibit A." The north and south portions of the project are also highlighted for the requesting phasing of the project.

The undersigned Client and Trabue, Hansen, and Hinshaw, Inc. (*THHinc.*) agree as follows:

SCOPE OF SERVICES: *THHinc* will provide the Client the following professional services for your project:

- A. *THHinc* will conduct topographic survey, land ownership information, and provide the necessary temporary construction and permanent drainage easement exhibits and descriptions.
- B. *THHinc* will design improvements to the existing stormwater management system based on the preliminary study results and further hydraulic modeling to ensure 10 year and 100 year storm events do not impact adjacent properties. Finished floor elevations will be shown in addition to 10 year and 100 year hydraulic grade lines. Capacity and gutter and inlet spread will be calculated and all calculations compiled.
- C. *THHinc* will research and prepare required Corps and MDNR Land Disturbance permit applications. Preliminary investigation shows that a Nationwide permit will be sufficient.
- D. *THHinc* will complete 50% set of plans for utility meeting. At this stage of progress, easement descriptions and exhibits will be complete.
- E. *THHinc* will complete 75% set of plans for onsite field check and possible Public Meeting at the discretion of the Director of Public Works.

573-814-1568 Fax: 573-814-1128

- F. *THHinc* will complete 95% set of plans for review meeting at the Public Works office.
- G. *THHinc* will incorporate all review comments from meetings at 50%, 75%, 95% complete stages. It is assumed there will be 5 meetings, including the public meeting, review meetings, utility, and on-site meeting.
- H. *THHinc* will complete an engineer's estimate of probable construction costs at the 50% and 75% complete stage.
- I. *THHinc* will complete a SWPPP, construction drawings, corresponding technical specifications, and the final engineer's estimate of probably construction cost.

CLIENT RESPONSIBILITIES: It will be your responsibility to provide the following:

- A. Copies of as-built plans and other information concerning the existing subdivision. *COMPLETED*
- B. All permit submittals and associated application fees.
- C. Access to the site for field review and survey work.
- D. Review of 50%, 75%, 95% set of plans in a timely manner.

SCHEDULE: We will begin our professional services upon receipt of a signed contract, which will serve as our Notice to Proceed. We will submit final construction drawings and technical specifications by late October 2008. The submittal of intermediate stages of completion will be coordinated with staff after receipt of the Notice to Proceed.

COMPENSATION: As requested, THHinc estimated cost of services based on designing both north and south portions of the project site this year and designing one portion this year and the remaining portion the subsequent year.

- A. If the entire site is designed at one time, we will provide the professional services described in the Scope on an Hourly Not to Exceed Basis for a Contract Fee of \$29,934.00.
- B. If the north portion of the site is designed independently, we will provide the professional services described in the Scope on an Hourly Not to Exceed Basis for a Contract Fee of \$14,909.00.
- C. If the south portion of the site is designed independently, we will provide the professional services described in the Scope on an Hourly Not to Exceed Basis for a Contract Fee of \$21,374.00.

The terms of this proposal are valid for 60 days from the date of this proposal.

ADDITIONAL SERVICES: If requested by the Owner *THHinc* may provide additional services on a Time and Expense basis, including:

- A. ESI for changes to design after bid if changes not related to plan discrepancies. Inconsistencies related to unforeseen site utilities shall not be considered plan discrepancies.
- B. Additional services may be required if the storm sewer design must meet new Boone County Storm Water Management regulations, if they are required at the time of the second phase of construction or design.

- C. Any further design related to mitigation requirements or other due to an Individual Permit being required.
- D. Review meetings beyond the five required meetings.
- E. If the design or project engineer is requested to meet on site with the property owners to answer potential questions during the acquisition of easements.
- F. Any requested Construction Phase Services, including shop drawing review, progress meetings, and/or final site inspection.

EXHIBITS:

- A. Work Plans
 - 1. Entire Project Site Design
 - 2. North Portion of Project Site Design
 - 3. South Portion of Project Site Design
- B. Exhibit A
- C. Standard Terms and Conditions

AGREEMENT: This Proposal shall become the Agreement for Services when signed and dated by both parties. Please return a signed copy of this agreement to us as our authorization to proceed. This agreement is subject to the Standard Terms and Conditions.

ACKNOWLEDGMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and services are authorized to proceed.

BOONE COUNTY

BY:	TITLE:
DATE ACCEPTED:	
 	
Offer By: TRABUE, HANSEN, ANI	O HINSHAW, INC. (Vendor #113663)

Matthew J. Vander Turg, PE Senior Project Engineer

Encl.: Second Copy of Proposal, with attachments

CLIENT: Boone County Public Work

HVL: yd beweiveR

Prepared by: MVT

Project Description: Country Hills Subdivision Storm Sewer Design

Date: 6-10-08

: # toejor9 oniHHT

Project Work Plan - Estimating Sheet Trabue, Hansen & Hinshaw, Inc.

1901 Pennsylvania Columbia, MO 65202

Fax: 573-814-1128 873-814-1568

ENTIRE PROJECT

872 0 18 8 0 118 5 8 Total Hours > > nternal AQ and revisions 997 2 ε Review Meeting and adding revisions 502 ε Tech Specs 2 2 2 330 Detail Sheets (4) 330 Stormwater Plan w/ Pipe Profiles ε 96t 9 3 **Erosion Control Plan** 330 5 2 Grading Plan 2 2 Layout Plan 330 95% Complete Public Meeting with Exhibits 240 094 8 2 9 Onsite Field Check/Incorporate Comments 049 Þ Tech Specs (4) steeds listed 006 SI Þ 1,920 SO Stormwater Plan - Prelim. Pipe Profiles 91 Grading Plan 810 6 9 099 8 Þ Þ Layout Plan 75% Complete nvestigate/Complete Req'd Corps Permit 068 9 099 Utility Meeting/Incorporate Comments 15 1,080 Site Layout with Pipe, Structure Sizing 2,520 54 54 Hydraulic Modeling/Calculation Compilation 50% Complete 1,220 61 Easement Exhibits/Descriptions 8 099 Calculations 1,200 50 SO Base Map 00ħ 8 ield Boundary 000,S 07 07 odoT blai-8 072 Engineering Management Survey 2,220 81 Project Management Task Cost Hours Principal Eng. 5 Eng. 4 Eng. 3 Eng. 2 Eng. 1 PLS PLS 1 Tech 5 Tech 4 Tech 3 Tech 7 Tech 1 Tech 2 Tec Task Description SJATOT

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CLIENT: Boone County Public Work

Project Description: Country Hills Subdivision Storm Sewer Design

HVL : yd beweiveR

Prepared by: MVT

Date: 6/10/08

: # toejor9 aniHHT

Project Work Plan - Estimating Sheet Trabue, Hansen & Hinshaw, Inc.

Fax: 573-814-1128 1901 Pennaylvania Columbia, MO 65202 573-814-1568

ENTIRE PROJECT

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Trabue, Hansen & Hinshaw, Inc. Project Work Plan - Estimating Sheet

CLIENT: Boone County Public Work

Project Description: Country Hills Subdivision Storm Sewer Design

Date: 6-10-08 THHinc Project #:

Prepared by: MVT Reviewed by: JVH

NORTH PHASE

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Task Description	Principal	Eng. 5	Eng. 4	_ Eng. 3	Eng. 2	Eng. 1	PLS 2	PLS_1	Tech 5	Tech 4	Tech 3	Tech 2	Tech 1	Admin	Hours	Task Cost
Project Management	2.5			5.0											7.5	925
	1															
Survey																
Engineering Management				1.5				1.5							3.0	278
Field Topo												26.0			26.0	1,300
Field Boundary												6.0			6.0	300
Base Map											12.0				12.0	720
Calculations										3.0					3.0	210
Easement Exhibits/Descriptions								2.0			7.5				9.5	610
50% Complete																
Hydraulic Modeling/Calculation Compilation				12.0											12.0	1,260
Site Layout with Pipe, Structure Sizing				4.0							2.0				6.0	540
Utility Meeting/Incorporate Comments				1.5							1.5				3.0	248
Investigate/Complete Req'd Corps Permit				2.5											2.5	263
75% Complete	ļ															
Layout Plan				2.0							2.0				4.0	330
Grading Plan				3.0							1.5				4.5	405
Stormwater Plan - Prelim. Pipe Profiles	1		_	8.0							2.0				10.0	960
Detail Sheets (4)				2.0							4.0				6.0	450
Tech Specs				2.0										1.5	3.5	285
Onsite Field Check/Incorporate Comments				2.5							1.0				3.5	323
Public Meeting with Exhibits				2.0							1.0				3.0	270
95% Complete																
Layout Plan				1.0							1.0				2.0	165
Grading Plan				1.0							1.0				2.0	165
Erosion Control Plan				1.5							1.5				3.0	248
Stormwater Plan w/ Pipe Profiles				1.0							1.0				2.0	165
Detail Sheets (4)				1.0							1.0				2.0	165
Tech Specs				0.5										1.0	1.5	103
Review Meeting and adding revisions	1.0			1.0							1.0				3.0	325
Internal QA and revisions			1	1.5							1				3.5	338
Total Hours >	> 3.5	0	1	56.5	0	0	0	3.5	0	3	42	32		2.5	144	
Hourly Rate >	> \$160	\$140	\$120	\$105	\$90	\$75	\$95	\$80	\$85	\$70	\$60	\$50	\$40	\$50		
Cost >					\$0	\$0	\$0	\$280	\$0	\$210	\$2,520	\$1,600	\$0	\$125		\$11,348

Total Labor Page 1: \$11,348



Trabue, Hansen & Hinshaw, Inc. Project Work Plan - Estimating Sheet

CLIENT: Boone County Public Work

Project Description: Country Hills Subdivision Storm Sewer Design

Date: 6/10/08

Prepared by: MVT Reviewed by: JVH

NORTH PHASE THHinc Project #:

							,									TALS
Task Description	Principal	Eng. 5	Eng. 4	Eng. 3	Eng. 2	Eng. 1	PLS 2	PLS 1	Tech 5	Tech 4	Tech 3	Tech 2	Tech 1	Admin	Hours	Task Cost
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Site Grading Plan	-			1.0		_			<u> </u>		1.0			 	2.0	145
Erosion Control Plan		†		2.0		<u> </u>	-				1.5		<u> </u>		3.5	265
SWPPP				2.0				t			1.3			0.5	2.5	203
Stormwater Plan - Final Pipe Profiles		 		1.0			f				1.0	 		0.5	2.0	146
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Mileage :	100	miles @	\$0.445	\$45
				\$0
Travel/Per Diem	:			\$0
Plans/Prints/Cop	pies:			\$225
Telephone :				\$0
Other:		_		\$0
			Total Expenses :	\$270

Total Labor Page 2:	\$1,937
Total Labor Page 1:	\$11,348
Total Expenses :	\$270
SUBTOTAL :	\$13,554
Contingencies (%): 10%	\$1,355
_	

TOTAL SERVICES:

\$14,909

CLIENT: Boone County Public Work

Trabue, Hansen & Hinshaw, Inc.

SOUTH PHASE

1901 Pennsylvania Columbia, MO 65202 573-814-1568 Fax: 573-814-1128

Project Work Plan - Estimating Sheet

Prepared by: MVT 80-01-9 : etsQ

HVL: yd beweiveR THHinc Project #:

Project Description: Country Hills Subdivision Storm Sewer Design

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040'91\$ Total Labor Page 1:

CLIENT: Boone County Public Work

Project Description: Country Hills Subdivision Storm Sewer Design

HVL: yd beweiveR

Prepared by: MVT

Date: 6/10/08

: # toejon9 oniHHT

Trabue, Hansen & Hinshaw, Inc.

Project Work Plan - Estimating Sheet

Fax: 573-814-1128 1901 Pennsylvania Columbia, MO 65202 573-814-1568

SOUTH PHASE

REIMBURSABLE EXPENSES:

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Total Labor Page 1: 070,81\$ 260,6\$ Total Labor Page 2:

154,61\$: JATOTAUS \$510 : sesnedx3 listoT

£1,943 Contingencies (%): 10%

TOTAL SERVICES:

\$570

Total Expenses:

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\$21,374

TRABUE, HANSEN, AND HINSHAW, INC.

STANDARD TERMS AND CONDITIONS

PARTIES.

"THHinc" shall mean Trabue, Hansen, and Hinshaw, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "THHinc".

LIMITATION OF LIABILITY.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of THHinc (including its officers, directors, shareholders, employees, agents and THHinc's consultants and affiliated companies, and any of them) to CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability or breach of any contract or any warranty, express or implied, of THHinc, as defined in parenthesis above, shall not exceed the greater of the total compensation to be received or actually received by THHinc under this Agreement, or the sum of \$50,000.

BETTERMENT

If a required item(s) or component(s) of the project should be omitted from the construction documents, THHinc shall not be responsible for paying the cost required to add such item(s) or component(s) to the extent that such item(s) or component(s) would have been required and necessary and should have been included in the original construction documents. In no event shall THHinc be responsible for the cost or expense that provided betterment or upgrades or enhances the value of the project.

HAZARDOUS MATERIALS - INDEMNIFICATION.

CLIENT hereby understands and agrees that THHinc has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project and Agreement with respect to which THHinc has been retained to provide services. The compensation to be paid THHinc for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold THHinc (including its officers, directors, shareholders, employees, agents and THHinc's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE.

Services provided by THHinc under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY.

The CLIENT shall provide for entry for the employees, agents and subcontractors of THHinc and for all necessary equipment. While THHinc shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT.

Unless otherwise provided herein, invoices will be prepared in accordance with THHinc's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due THHinc shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

If the CLIENT fails to make payments when due and THHinc incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to THHinc. Collection costs shall include without limitation, legal fees, collection agency fees and expense, court costs, collection bonds and reasonable THHinc staff costs at standard billing rates for THHinc's time spent in collection efforts. This obligation of the CLIENT to pay collection costs shall survive the term of this agreement or any early termination by either party.

TERMINATION.

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by THHinc for the default of the CLIENT, then THHinc shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of THHinc and THHinc does not cure the default, then THHinc shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS.

THHinc shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to THHinc such information as is available to the CLIENT and the CLIENT's consultants and contractors, and THHinc shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for THHinc to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold THHinc (including its officers, directors, shareholders, employees,

TRABUE, HANSEN, AND HINSHAW, INC.

STANDARD TERMS AND CONDITIONS

agents and THHinc's consultants and affiliated companies. and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to THHinc.

SHOP DRAWING REVIEW.

If, as part of this Agreement THHinc reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by THHinc, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. THHinc's review shall be conducted with reasonable promptness while allowing sufficient time in THHinc's judgment to permit adequate review. Review of a specific item shall not indicate that THHinc has reviewed the entire assembly of which the item is a component. THHinc shall not responsible for any deviations from the contract documents not brought to the attention of THHinc in writing by the not brought to the attention of THHinc in writing by the Contractor. THHinc shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST.

If, as part of this Agreement THHinc is providing opinions of probable construction cost, the CLIENT understands that THHinc has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that THHinc's opinions of probable construction costs are to be made on the basis of THHinc's qualifications and experience. THHinc makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION.

If, as part of this Agreement THHinc is providing construction observation services, THHinc shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained THHinc to make detailed inspections or to provide exhaustive or continuous project review and observation services. THHinc does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

OTHER SERVICES.

The CLIENT may direct THHinc to provide other services including, but not limited to, any additional services identified in THHinc's proposal. If THHinc agrees to provide these services, then the schedule shall be reasonably adjusted to allow THHinc to provide these services. Compensation for such services shall be at THHinc's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Change Order To Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by THHinc as instruments of service shall remain the property of THHinc. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of

THHinc. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold THHinc (including its officers, directors, shareholders, employees, agents and THHinc's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or demans of any nature whatever arising out of costs or damages of any nature whatsoever arising out of resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of THHinc.

DISPUTE RESOLUTION.

Any claims or disputes between the CLIENT and THHinc made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS.

THHinc is not responsible for delays caused by factors beyond THHinc's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of THHinc's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond THHinc's reasonable control occur, the CLIENT agrees THHinc is not responsible for damages, nor shall THHinc be deemed to be in default of this Agreement. this Agreement.

ASSIGNMENT.

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER.

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and THHinc shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW.

This Agreement shall be governed pursuant to the laws in the state of the locale of the THHinc address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY.

It is the policy of THHinc to provide equal employment opportunities for all. THHinc will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT.

This Agreement constitutes the entire and integrated agreement between the CLIENT and THHinc and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

