STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

25th

day of June

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Recovery Act STOP Grant Application.

Done this 25th day of June, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

25th

day of June

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Agreement for Depository Services between the County of Boone and Landmark Bank of Columbia for the period July 1, 2009 through June 30, 2011 with provisions for extension through June 30, 2013.

It is further ordered that the Presiding Commissioner is authorized to sign said agreement on behalf of the County and other the necessary documents required for implementation of the Agreement.

Done this 25th day of June, 2009.

ATTEST:

Wendy S. Nofen

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

County of Boone

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In the County Commission of said county, on the

 25^{th}

day of June

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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 for the purchase of a plotter:

Department	Account	Department Name	Account Name	Decrease	Increase
2045	91100	Public Works-D&C	Furniture & Fixtures	\$8,150.00	
2045	92301	Public Works-D&C	Repl. Computer Hardware		88,150,00

Done this 25th day of June, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

June Session of the April Adjourned

09 Term. 20

County of Boone

In the County Commission of said county, on the

 25^{th}

day of June

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

Now on this day the County Commission of the County of Boone does hereby approve the Consultant Services Agreement with Marshall Engineering & Surveying, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 25th day of June, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller District I Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this <u>L5+</u> day of <u>June</u>, 2009, 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 Marshall Engineering & Surveying, 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 assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:
 - 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.
- **Compensation** Each proposal for services shall state the basis of compensation 1.3 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 information necessitated by changes in work or services initiated by the Owner which may affect 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.
- Insurance Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

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

- 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.
- 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 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. **Certification of Lawful Presence / Work Authorization -** Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.
- 13. **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.
- 14. **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.

MARSHALL ENGINEERING & SURVEYING By William T. Marshelf	By Kunnelium
	Presiding Commissioner
Title PRESIDENT	
Dated: MAY 29, 2009	Dated:
APPROVED AS TO FORM:	ATTEST:
County Attorney	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. Sue S. Hich dead Auditor by Cay Date No Cucultural Reguerd

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

County of Books)
A A)ss
State of MISSOUR)

My name is WILLIAM L. MARSHALL ENGINEERING AND SURVEYING ITUC (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

William EMarshall 9/11/09
Affiant Date

Subscribed and sworn to before me this \mathcal{U}^n day of \mathcal{L}_{uve} , 2069.

MARK SKINNER Notary Public - Notary Seal State of Missouri

Commissioned for Boone County My Commission Expires: November 23, 2010 Commission Number: 06426563

2009 HOURLY RATES

ENGINEERING:

Chief Engineer - Principal	\$100.00	
Senior Project Engineer	\$94.00	
Project Engineer	\$94.00 \$86.00 \$70.00 \$80.00 \$65.00 \$63.00	
Assistant Project Engineer	\$70.00	
Joint Venture Associate	\$80.00	
Auto CAD Technician 3	\$65.00	
Auto CAD Technician 2	\$63.00	
Auto CAD Technician 1	\$55.00	
Project Administration	\$60.00	
Project Assistant		

SURVEYING:

Chief Surveyor	\$95.00
Field Crew with equipment	\$130.00
Surveyor / Crew Chief	\$68.00
Survey Crew /Technician 2	\$62.00
Survey Crew /Technician 1	\$55.00
Location/GPS Equipment (3 Units)	\$60.00/per day

ENGINEERING AND SURVEYING:

Mileage on projects where quoted	\$0.585/mile		
Printing	(See Print Rate Sheet)		
Expert Witness File Review and Testimony	\$180.00		

Per Diem for out of town resident work will be negotiated on each contract.

Marshall Engineering and Surveying Inc. will submit invoices to clients on a monthly basis. All invoices are due upon receipt. Interest of $1\frac{1}{2}\%$ (with a minimum of \$5.00) will be charged for all invoices not paid within ten (10) days. Invoices not paid within sixty (60) days will be sent to a collection agency for recovery.

EFFECTIVE January 1, 2008

STATE OF MISSOURI

June Session of the April Adjourned

09 Term. 20

County of Boone

In the County Commission of said county, on the

 25^{th}

day of June

09

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

Now on this day the County Commission of the County of Boone does hereby adopt the following proposed changes to the FTE allocation for the Public Administrator's Office:

Increase the Office Specialist Position (#618-1200) from part-time (1040 hours) to full time (2080 hours), effective immediately.

Decrease the Account Specialist Position (#256-1206) from full-time (2080 hours) to part-time (1300 hours or 25 hours), effective immediately.

Done this 25th day of June, 2009.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

District I Commissioner

Skip Elkin

TE OF MISSOURI	June Session of the April Adjourned			rned	Term. 20	09
nty of Boone						
e County Commission of said county, on th	ne ·	25 th	day of	June	20	09
ollowing, among other proceedings, were ha	ad, viz:					
Now on this day the County Comadministrator to hire a temporary vacancy. The position is authorize	staff member utilizin	g the pers				
Done this 25 th day of June, 2009.						
				Absentumeth M. Pearsonis		-
ATTEST:			X	ten M. Miller	Riller	
Wendy S. Noren Clerk of the County Commission			Dis	p Elkin trict II Commiss	J	

STATE OF MISSOURI

June Session of the April Adjourned

09 Term. 20

County of Boone

In the County Commission of said county, on the

25th

day of June

09

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Cost Allocation Plan for 2008.

Done this 25th day of June, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

STATE OF MISSOURI **County of Boone**

June Session of the April Adjourned

Term. 20

In the County Commission of said county, on the

25th

day of June

09 20

09

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courtyard Square on August 29, 2009, from 4:00 p.m. through 11:00 p.m. for Urban **Empowerment Ministries.**

Done this 25th day of June, 2009.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Ken Pearson, Presiding Commissioner Karen M. Miller, District I Commissioner Skip Elkin District II Commissioner



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201 573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:
Description of Use: 3ack 2 School Prayer Concart
Description of Use: 3ack 2 3chool/Prayer Concert Date(s) of Use: August 29 2009
Time of Use: From: 4:00 a.m. fp.m. thru 11:00 a.m. fp.m.
Facility requested: Courthouse Grounds - Courtyard Square X - Chambers - Rm220 - Rm208 - Rm139 Centralia Office: The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:
 To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.) Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.
Name of Organization/Person: No Your Empowerment Ministries
Organization Representative/Title: Kavita McDours ,, Administrative Cord.
Address/Phone Number: P.O. Box 85 Columbia, MO 115265
Date of Application: June 19 2009
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.
ATTEST: BOONE COUNTY, MISSOURI
County Clerk Commissioner
DATE: 6/25/09