

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

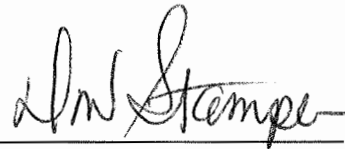
March Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 7th day of March 20 02

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


Now on this day, the County Commission of the County of Boone does hereby authorize the disposal of three Sola 3.0 KVA power supplies to Kemper Auction as listed on February 27, 2002 memorandum from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign disposal form.

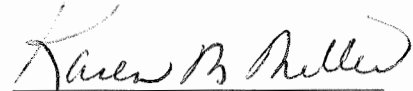
Done this 7th day of March, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut-2nd Floor
Columbia, MO 65201
(573) 886-4392

Memorandum

To: Boone County Commission
From: Marlene Ridgway *MR*
RE: Request for Disposal of Surplus
Date: February 27, 2002

The Facilities Maintenance Department and I are requesting disposal of three (3) Sola 3.0 KVA power supplies that were purchased as part of the jail addition project. These power supplies have been replaced this year and we recommend it would be in the best interest to the County to approve disposal through the Kemper Auction.

A disposal form is attached.

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 2/27/02

FIXED ASSET TAG NUMBER No Tag

DESCRIPTION 3 Sola 3.0 KVA Power Supplies

REQUESTED MEANS OF DISPOSAL: SELL

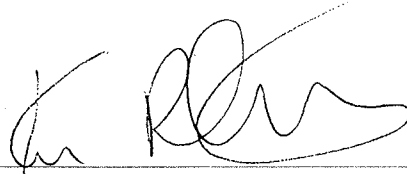
OTHER INFORMATION:

CONDITION OF ASSET Non-functional

REASON FOR DISPOSITION Replaced

DEPARTMENT 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____

ORIGINAL COST _____

ORIGINAL FUNDING SOURCE _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 118-2002

DATE APPROVED 3-7-02

SIGNATURE NW Stamps

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the February Adjourned

Term. 20 02

In the County Commission of said county, on the 7th day of March 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 10-11FEB02 for 2002 Model Year Trucks and SUVs as follows:

- Vehicle 1 for 2 2002 GMC Sierra XT Cab 4wd to Albert Buick per attached recommendation from the Purchasing Department
- Vehicle 3 for 2 Chevrolet Blazers to Putnam Chevrolet per attached recommendation from the Purchasing Department,

And authorize the disposal of the following:

- 1994 Ford Pickup VIN 1FTCR10U9RUC96511 Fixed Asset Tag # 8686
- 1996 Ford F250 Pickup VIN 1FTHF26GOTEA90212 Fixed Asset Tag #10813
- 1999 Ford F150 4x4 Pickup VIN 1FTRF18W2XNC32021 Fixed Asset Tag #11979,

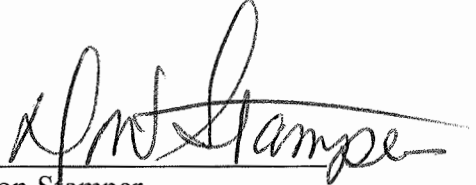
And approve the following budget revision:

Department Account and Title	Amount Decrease	Amount Increase
2040-92400: Replacement Auto/Trucks	\$2,808.00	
2040-91400: New Auto/Truck		\$2,808.00


Said budget revision is to cover alternates for purchase of Chevrolet Blazers.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreements and disposal request forms.

Done this 7th day of March, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren


 Karen M. Miller
 District I Commissioner

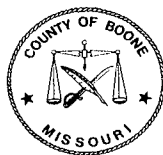
Clerk of the County Commission



Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 10-11FEB02 – 2002 Model Year Trucks and SUVs
DATE: February 27, 2002

The Planning and Zoning department and the Public Works department have reviewed the responses for the above referenced bid and recommend the following:

For Vehicles #1: We recommend award for the Public Works Department for a 2002 GMC Sierra XT Cab 4wd including all alternates and optional items to Albert Buick Honda GMC for a total price including a trade in of \$17,896.00. The original budgeted amount was \$28,000.00 in organization 2040 account 92400.

We also recommend award for the Planning and Zoning Department for a 2002 GMC Sierra XT Cab 4wd including all alternates and optional items to Albert Buick Honda GMC for a total price including a trade in of \$16,196.00. The original budgeted amount was \$24,800.00.

Vehicle #2 will not be awarded at this time. It was originally written for the Planning and Zoning department but after reviewing the bids submitted, Vehicle #1 best suited their needs at a better value to the County.

Vehicles #3: We recommend to award the base bid for the Public Works Department to Putnam Chevrolet for two (2) Chevrolet Blazers and alternates 4.9.4.2 and 4.9.4.3. including trade in for a total cost of \$42,808.00 to be paid out of 2045 account 91400. The amount budgeted for these is \$40,000.00 so the need of approval of a budget revision.

We also request disposal of the following vehicles as trade ins:
1994 Ford Pickup VIN 1FTCR10U9RUC96511 Fixed asset tag #8686
1996 F250 Pickup VIN 1FTHF26GOTEA90212 Fixed asset tag #10813
1999 Ford F150 4x4 Pickup VIN 1FTRF18W2XNC32021 Fixed asset tag #11979
The disposal forms are attached. The bid tabulation is attached for your review.

BID TABULATION

10-11FEB02 - 2002 Model Year Trucks and Sport Utility Vehicles

		Putnam Chevrolet	Albert Buick Honda GMC
4.7.1.	Vehicle #1 per Section 2.2.	\$ 20,537.00	\$ 20,662.00
4.7.2.	Make:	Chevrolet	GMC Sierra/XT Cab/4wd
4.7.3.	Model:	Silverado 1500	TK15753
4.7.4. ADD ALTERNATES			
4.7.4.1.	Heavy Duty Charging System	N/A	N/A
4.7.4.2.	Engine oil & Transmission cooling system	Stand	\$ 79.00
4.7.4.3.	Automatic Speed Control	\$ 240.00	\$ 200.00
4.7.4.4.	Power windows and door locks	\$ 770.00	\$ 640.00
4.7.4.5.	Interval windshield wipers/washers	Stand	Stand
4.7.4.6.	Tinted rear sliding glass window	Stand	Stand
4.7.4.8.	Rear Step Bumper	Stand	Stand
4.7.4.9.	Interior lighting Convenience group	Stand	Stand
4.7.5. OPTIONAL ITEMS			
4.7.5.1.	Cloth seats per section 2.4.1	\$ 360.00	\$ 235.00
4.7.5.3.	Rear sliding glass window per/2.4.3.	\$ 107.00	N/A
4.7.5.3.	pkg per section 2.4.4.	\$ 405.00	\$ 258.00
4.7.5.4.	Keyless entry with remote start 2.4.4.	\$ 255.00	\$ 285.00
4.7.5.5.	Husky Toolbox per section 2.4.5.	\$ 450.00	\$ 325.00
4.7.5.6.	Westin Tube type steps per section 2.4.6.	\$ 375.00	\$ 412.00
4.7.5.7.	TOTAL FOR VEHICLE #1 for org 2040	\$ 23,499.00	\$ 23,096.00
4.10.2	1996 F250 4X4 Longbox Pu Mileage 132,000	\$ 4,000.00	\$ 5,200.00
	TOTAL FOR VEHICLE #1 for org 2040	\$ 19,499.00	\$ 17,896.00
4.7.5.7.	TOTAL FOR VEHICLE #1 for org 1720	\$ 23,499.00	\$ 23,096.00
4.10.3.	1999 F150	\$ 6,750.00	\$ 6,900.00
	TOTAL FOR VEHICLE #1 for org 1720	\$ 16,749.00	\$ 16,196.00
4.8.1.	Vehicle #2 per Section 2.5.	\$ 20,537.00	\$ 20,915.00
4.8.2.	Make:	Chevrolet	GMC
4.8.3.	Model:	Silverado 1500	Sierra Eet Cab Long Bed
4.8.4. ADD ALTERNATES			
4.8.4.1.	Towing Package per section 2.8.1	\$ 405.00	\$ 337.00
4.8.4.2.	Automatic Speed Control	\$ 240.00	\$ 200.00
4.8.4.3.	Power windows and door locks	\$ 770.00	\$ 640.00
4.8.4.4.	Interval windshield wipers/washers	Stand	Stand
4.8.4.5.	Large Capacity Fuel Tank (26 gal)	26 Gal Stand	34 Gal Stand
4.8.4.6.	Rear Step Bumper	Stand	Stand
4.8.4.7.	Interior lighting Convenience group	Stand	Stand
	TOTAL FOR VEHICLE #2	\$ 21,952.00	\$ 22,092.00
4.10.3.	Trade in Vehicle #3	\$ 6,750.00	\$ 6,900.00
		\$ 15,202.00	\$ 15,192.00

		Putnam Chevrolet			Albert Buick Honda GMC		
		Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
4.9.1.	Vehicle #3 per Section 2.7.	\$ 21,389.00	2	\$ 42,778.00	\$26,427.00	2	\$52,854.00
4.9.2.	Make	Chevrolet			GMC		
4.9.3.	Model	Blazer			Envoy II/5506		
4.9.4.	ADD ALTERNATES						
4.9.4.1.	Towing Package per section 2.8.1	\$ 215.00	2	\$ 430.00		2	Stand
4.9.4.2.	Automatic Speed Control	\$ 395.00	2	\$ 790.00		2	Stand
4.9.4.3.	Power windows and door locks	\$ 745.00	2	\$ 1,490.00		2	Stand
4.9.4.4.	Interval windshield wipers/washers	Stand	2	Stand		2	Stand
4.9.4.5.	Daytime Running Lights	Stand	2	Stand		2	Stand
4.9.4.6.	Keyless Entry	\$ 105.00	2	\$ 210.00		2	Stand
4.9.4.7.	TOTAL FOR VEHICLE #3			\$ 45,058.00			\$ 52,854.00
4.10.2.	1994 Ford Ranger Pu 87,000	\$		2,250.00	\$		2,000.00
				\$ 42,808.00			\$ 50,854.00

4.10. TRADE IN VEHICLE VALUES					
4.10.1.	1996 F250 4X4 Longbox Pu Mileage 132,000	\$		4,000.00	\$ 5,200.00
4.10.2.	1994 Ford Ranger Pu 87,000	\$		2,250.00	\$ 2,000.00
4.11	TRADE IN TOTAL	\$		6,250.00	\$ 7,200.00
4.8.4.	Grand Total				
	4.7.5.7+4.8.4.8.-4.9.4.7.-4.11	\$		84,259.00	\$ 90,842.00
4.16	Cooperative Purchasing:				
4.17	Delivery:				
	Addendum One				
4.10.3.	Trade in Vehicle #3	\$		6,750.00	\$ 6,900.00
4.10.4.	Grand Total	\$		77,509.00	\$ 83,942.00

No Bids:
Mike Kehoe Ford

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 2/27/02

FIXED ASSET TAG NUMBER 11979

DESCRIPTION 1999 Ford F150 4x4 Pickup VIN 1FTRF18W2XNC32021

REQUESTED MEANS OF DISPOSAL: Trade-in

OTHER INFORMATION:

CONDITION OF ASSET Fair

REASON FOR DISPOSITION Replaced

DEPARTMENT 1720

SIGNATURE

Stan Shumway by Nancy Redway

AUDITOR

ORIGINAL PURCHASE DATE 8/5/99

ORIGINAL COST 915,526.52

ORIGINAL FUNDING SOURCE 2731 - General Fund

1605

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 119-2002

DATE APPROVED 3-7-02

SIGNATURE *Nancy Redway*

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 1/7/02 FIXED ASSET TAG NUMBER 08686

DESCRIPTION Pickup F30 Ranger

Y26# 1913 VIN# 1FTCR10U9RUC96511

REQUESTED MEANS OF DISPOSAL: TRADE-IN

OTHER INFORMATION:

CONDITION OF ASSET Good

REASON FOR DISPOSITION Replacement - does not meet the needs of the department.
Excessive mileage for type of vehicle of 8 years old.

DEPARTMENT Public Works
Design & Construction Div. SIGNATURE Sam Smith

AUDITOR

ORIGINAL PURCHASE DATE 6/6/94
ORIGINAL COST \$9,888 1605
ORIGINAL FUNDING SOURCE 2741-R413

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____
LOCATION WITHIN DEPARTMENT _____
INDIVIDUAL _____
 TRADE AUCTION SEALED BIDS
 OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 119-2002

DATE APPROVED 3-7-02

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

RECEIVED
JAN 28 2002

DATE 1/7/02 FIXED ASSET TAG NUMBER 10813

DESCRIPTION Pickup 3/4 ton 4x4 Ford F250 long box
Vehicle #1710 VIN# 1FTHF26G05EA90212

REQUESTED MEANS OF DISPOSAL: TRADE-IN

OTHER INFORMATION:

Transmission overhauled 3 times.

CONDITION OF ASSET Good

REASON FOR DISPOSITION Replacement Scheduled - High mileage.
Excessive fuel consumption - does not meet the needs of the department.

DEPARTMENT Public Works

SIGNATURE Sam Condit

AUDITOR

ORIGINAL PURCHASE DATE 12/31/96
ORIGINAL COST 20,874.60 1605
ORIGINAL FUNDING SOURCE 2741 - R & B

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 119-2002

DATE APPROVED 3-7-02

SIGNATURE [Signature]

119-2002

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purch

2/27/02
DATE
6148
VENDOR NO.

Bid Documentation (Check One)

Vendor Name: Putnam Chevrolet
Address: _____
City, State, Zip: _____
Bill To Dept. No. 2045 - Public Works
Ship To Dept. No. 2045 - Public Works

Sole Source: 3702175 02 27 2002
Oral Bids (attached): _____
Written Bids (attached): _____
Bid or Co. Order Number: 10-11FEB02
Not Required: _____

Department	Account	Item Description (or managerial code)	Qty	Unit Price	Amount
2 0 4 5	9 1 4 0 0	2002 Chevrolet Blazers including trade in		40528.	\$40,528.00

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.

[Signature]
County Commission Approval

[Signature] 2/27/02
Requesting Official
Auditor Approval *[Signature]*

2/27/02

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

119-2002

Perish

DATE
5/17/02
ENDOR NO.

Bid Documentation
(Check One) **119-2002** FEB 27 2002

Vendor Name: Albert Buick Honda GMC
Address: _____
City, State, Zip: 2040 - Public Works
Bill To Dept. No. 2040 - Public Works
Ship To Dept. No. _____

Sole Source: _____
Oral Bids (attached): _____
Written Bids (attached): _____
Bid or Co. Order Number: 10-11FEB02
Not Required: _____

Department				Account				Item Description (or managerial code)	Qty	Unit Price	Amount	
2	0	4	0	9	2	4	0	0	2002 GMC Sierra XT Cab 4wd incl. Trade in	1	17896.	\$17,896.00

CLERK'S OFFICE

*DO NOT UNSTAPLE THESE PAGES
*THE ONLY ACTION NEEDED IS TO WRITE THE
COMM ORDER # ON THE FORM AND RETURN TO
AUDITOR'S OFFICE.

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.

[Signature]

County Commission Approval

David Mink 2/27/02

Requesting Official

Auditor Approval

BOONE COUNTY, MISSOURI

119-2002

REQUEST FOR BUDGET REVISION

RECEIVED FEB 17 2002

2/27/02

DATE

FOR AUDITORS USE

Department				Account				Account Title (or managerial code)	Transfer From (Decrease)	Transfer To (Increase)	
2	0	4	0	9	2	4	0	0	Replcment Auto/Trucks	2808	
2	0	4	5	9	1	4	0	0	New Auto/Trucks		2808
										2808	2808

Explanation:

To add alternates of automatic speed control and power windows and door locks to two chevy blazers being purchased for Design and Construction.

David M. Miller
David M. Miller

Originating Office

Approved - Auditor

David M. Miller

Kevin M. Miller

[Signature]

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

2/27/02

119-2002

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purch

DATE
0148
VENDOR NO.

Bid Documentation
(Check One)

Vendor Name: Putnam Chevrolet
Address: _____
City, State, Zip: _____
Bill To Dept. No. 1720 - Building Codes
Ship To Dept. No. 1720 - Building Codes

Sole Source: _____
Oral Bids (attached): _____
Written Bids (attached): _____
Bid or Co. Order Number: 10-11FEB02
Not Required: _____

Department				Account					Item Description (or managerial code)	Qty	Unit Price	Amount
1	7	2	0	9	2	4	0	0	2002 GMC Sierra XT Cab 4wd including trade in		16196	\$16,196.00

CLERK'S OFFICE

*DO NOT UNSTAPLE THESE PAGES
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COMM ORDER # ON THE FORM AND RETURN TO
AUDITOR'S OFFICE.

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.


County Commission Approval


Requesting Official

Auditor Approval

**PURCHASE AGREEMENT FOR
2002 MODEL YEAR TRUCKS AND SPORT UTILITY VEHICLES**

THIS AGREEMENT dated the 7th day of MARCH 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Albert Buick Honda GMC, 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 a 2002 Model Year Trucks and Sport Utility Vehicles, County of Boone Request for Bid for a 2002 Model Year Trucks and Sport Utility Vehicles, bid number 10-11FEB02 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, and any addendum as well as the Contractor's bid response dated February 11, 2002 executed by Paul A Einsiedel on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and 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 terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review and the unexecuted Response Form and any addendum shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with two (2) year 2002 GMC Sierra XT Cab 4wd including all add alternates and optional items and the trade in of one (1) 1999 Ford F150 4x4 VIN 1FTRF18W2XNC32021 and one (1) 1996 Ford F250 Pickup VIN 1FTHF26GOTEA90212 for a total contract price of \$34,092.00.

3. **Delivery** - Contractor agrees to deliver the vehicles stated above to Public Works Department with in twelve (12) weeks after order.

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

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

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

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

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

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

ALBERT BUICK HONDA GMC

by Paul D. Houston

title VP

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Don Stamper, Presiding Commissioner

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

<u>[Signature]</u>	<u>2/25/02</u>	2040-92400 - \$17,896.00
Signature	Date	1720-92400 - \$16,196.00
		Appropriation Account

**PURCHASE AGREEMENT FOR
2002 MODEL YEAR TRUCKS AND SPORT UTILITY VEHICLES**

THIS AGREEMENT dated the 7th day of MARCH 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Putnam Chevrolet-Pontiac, 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 a 2002 Model Year Trucks and Sport Utility Vehicles, County of Boone Request for Bid for a 2002 Model Year Trucks and Sport Utility Vehicles, bid number 10-11FEB02 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, and any addendum as well as the Contractor's bid response dated February 6, 2002 executed by Derek VanLoo on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and 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 terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review and the unexecuted Response Form and any addendum shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with two (2) year 2002 Chevrolet Blazers including add alternates 4.9.4.2. - Automatic Speed Control and 4.9.4.3. - Power windows and door locks and the trade in of one (1) 1994 Ford Pickup VIN 1FTCR10U9RUC96511 for a total contract price of \$42,808.00.

3. **Delivery** - Contractor agrees to deliver the vehicles stated above to Public Works Department with in one hundred twenty (120) days after order.

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

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

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

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

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

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

PUTNAM CHEVROLET-PONTIAC

by David V. Loo
title Commercial Sales

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Don Stamper, Presiding Commissioner

ATTEST:

Wendy S. Nofen sv
Wendy S. Nofen, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

June E. Pitchford
Signature

2/28/02
Date

2045-91400 - \$42,808.00

Appropriation Account

CERTIFIED COPY OF ORDER

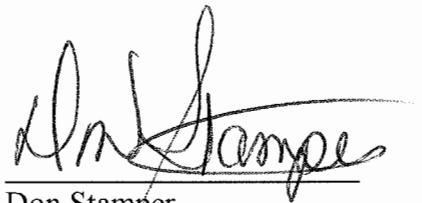
STATE OF MISSOURI }
 County of Boone } ea.

March Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 7th day of March 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 11-11FEB02 for pushblades to GM Supply Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

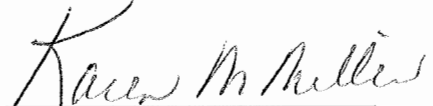
Done this 7th day of March, 2002.



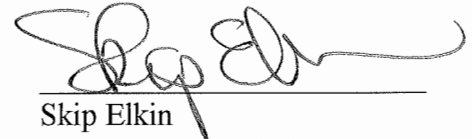
Don Stamper
 Presiding Commissioner

ATTEST:

Wendy S. Noren sv
 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 10-11FEB02 - Pushblades
DATE: February 27, 2002

The Public Works department and I have reviewed the above referenced bid and recommend rejecting the bid from Henke Manufacturing for not meeting the minimum weight and cutting edges as set for in the bid. We further recommend award to GM Supply Co., Inc. for having the best bid meeting the minimum specifications. Total cost is \$7,430.00 to be paid out of organization 2040 account 91300. The amount budgeted for this purchase was \$16,000.00.

The bid tabulation is attached for your review.

BID TABULATION
11-11FEB02 - Push Blades

		Henke Manufacturing			G M Supply Co		
		Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
4.9.1	Push Blades per Section 2	\$3,400.00	2	\$6,800.00	\$ 3,715.00	2	\$7,430.00
4.9.2	Brand	Henke DB8			Ryland SD8		
4.16	Cooperative Purchasing	Yes			Yes		
4.17	Delivery:	60-75 Days			40-45 Days		

No Bids:

Roland Machinery, Bridgeton, MO

Vail Products, Inc., Horton, KS

Allied Construction Equipment, St. Louis, MO

Purch

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

2/27/02
DATE
385
VENDOR NO.

Bid Documentation
(Check One)

Vendor Name: GM Supply Co
Address: _____
City, State, Zip: _____
Bill To Dept. No. 2040 - Public Works
Ship To Dept. No. 2040 - Public Works

Sole Source: _____
Oral Bids (attached): _____
Written Bids (attached): _____
Bid or Co. Order Number: 11-11FEB02
Not Required: _____

Department				Account				Item Description (or managerial code)	Qty	Unit Price	Amount
2	0	4	0	9	1	3	0 0	Push Blades	2	3715.00	\$7,430.00

CLERK'S OFFICE
*DO NOT UNSTAPLE THESE PAGES
*THE ONLY ACTION NEEDED IS TO WRITE THE
COMM ORDER # ON THE FORM AND RETURN T
AUDITOR'S OFFICE.

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.

David Stamps
County Commission Approval

David Mink 2/27/02
Requesting Official
cc
Auditor Approval

**PURCHASE AGREEMENT FOR
PUSH BLADES**

THIS AGREEMENT dated the 7th day of March 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and G M Supply Co. 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 a Push Blades, County of Boone Request for Bid for Push Blades, bid number 11-11FEB02 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Contractor's bid response dated February 4, 2002 executed by William P. Tieder on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and 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 terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review and the unexecuted Response Form shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with two (2) Rybind Model SD-8 push blades for a purchase price of \$7,430.00.

3. **Delivery** - Contractor agrees to deliver the vehicles stated above to the Public Works Department within forty-five (45) days after order.

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

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

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


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


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

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

G M SUPPLY CO., INC.

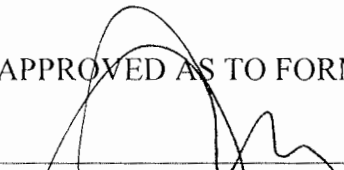
BOONE COUNTY, MISSOURI

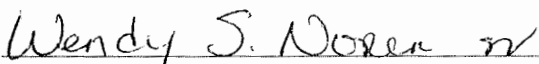
by 
title President

by: Boone County Commission

Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

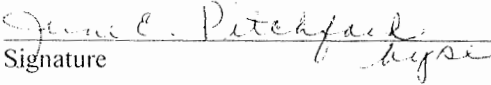
ATTEST:


County Counselor


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

<u></u> Signature	<u>2/28/02</u> Date	<u>2040-91300 17,430 1241-92400 - \$13,969.00</u> Appropriation Account
---------------------------------------------------------------------------------------------------------	------------------------	--------------------------------------------------------------------------------

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

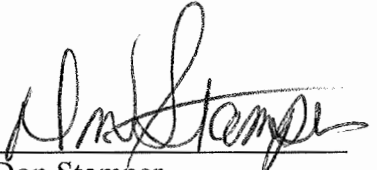
March Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 7th day of March 20 02


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

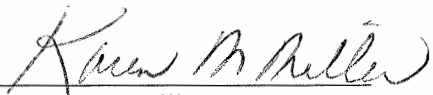
Now on this day, the County Commission of the County of Boone does hereby award bid 12-15FEB02 for 2002 Full Size Vehicle to Putnam Chevrolet. The County Commission of the County of Boone authorizes the disposal of a 1996 Ford Taurus (fixed asset tag 10408) It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement and disposal form.


Done this 7th day of March, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 12-15FEB02 – 2002 Full Size Vehicle
DATE: February 26, 2002

Family Court Services and I have reviewed the responses received from the above referenced bid. We recommend rejecting the bids from Tom Boland Ford and Albert Buick Honda GMC since they did not meet the minimum vehicle specifications as set forth in the bid. I recommend awarding to the next lowest bid and all add alternates to Putnam Chevrolet for a 2002 Chevrolet Impala. Total cost of contract including the trade in is \$13,969.00. Total budgeted for this acquisition is \$16,250.00.

Also, at this time, we are requesting disposal through trade in of a 1996 Ford Taurus, fixed asset tag 10408.

Attached is the bid tabulation for your review.

12-15FEB02 - Full Size Vehicle

BID TABULATION		Albert Buick-Honda-GMC	Albert Buick-Honda-GMC	Putnam Chevrolet	Tom Boland	
4.7	PRICING					
4.7.1.	Vehicle per Sec 2	\$ 15,267.00	\$20,113.00	\$16,394.00	\$16,098.00	\$
4.7.2.	Make	Buick	Buick	Chevrolet	Ford	
4.7.3.	Model	Century	Lesabre	Impala	Taurus	
4.8.	ADD ALTERNATES					
4.8.1.	Speed Control	\$200.00	Standard	\$250.00	Standard	\$
4.8.2.	Exterior Rear View Mirrors - Dual Electric	Standard	Standard	Standard	Standard	\$
4.8.3.	Keyless Entry	Standard	Standard	\$125.00	No-Bid	\$
	TOTAL	\$15,467.00	\$20,113.00	\$16,769.00	\$16,098.00	\$
4.8.4.	TRADE-IN					
	1996 Ford Taurus	\$2,000.00	\$ 2,000.00	\$2,800.00	\$2,800.00	\$
	GRAND TOTAL	\$13,467.00	\$ 18,113.00	\$13,969.00	\$13,298.00	\$
4.11.	Cooperative Purchasing	Yes		Yes	Yes	
4.12.	Delivery ARO	6 to 12 Weeks	6 to 12 Weeks	60-90 Days	60 Days	
	No Bids					
	Head Motor Company					
	Mike Kehoe Ford					
	Opened By: Marlene Ridgway					
	Recorded By: Michelle Sorensen					
	Date: February 15, 2002					
	Time: 1:30 p.m.					

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE: February 26, 2002

FIXED ASSET TAG NUMBER

10408

DESCRIPTION 1994 Ford Taurus

VIN 31FALP52UOTA160146

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION:

CONDITION OF ASSET Satisfactory

REASON FOR DISPOSITION Purchasing new vehicle

DEPARTMENT Family Court Services

SIGNATURE

Cindy Daniel

AUDITOR

ORIGINAL PURCHASE DATE _____

ORIGINAL COST _____

ORIGINAL FUNDING SOURCE _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 121-2002

DATE APPROVED 3-7-02

SIGNATURE

Mr. Stamps

2/26/02

DATE

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

121-2002

VENDOR NO.

Bid Documentation
(Check One)

Vendor Name: Putnam Chevrolet
 Address: _____
 City, State, Zip: _____
 Bill To Dept. No. 1241 - Family Court Services
 Ship To Dept. No. 1241 - Family Court Services

Sole Source: _____
 Oral Bids (attached): _____
 Written Bids (attached): _____
 Bid or Co. Order Number: 12-15FEB02
 Not Required: _____

Department				Account				Item Description (or managerial code)	Qty	Unit Price	Amount
1	2	4	1	9	2	4	0 0	2002 Chevrolet Impala incl Tradein		13969.00	\$13,969.00
CLERK'S OFFICE *DO NOT UNSTAPLE THESE PAGES *THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN T AUDITOR'S OFFICE.											

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.

nm Stamps

 County Commission Approval

Robert J. [Signature]

 Requesting Official

 Auditor Approval

**PURCHASE AGREEMENT FOR
2002 FULL SIZE VEHICLE**

THIS AGREEMENT dated the 7th day of MARCH 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Putnam Chevrolet-Pontiac, 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 a 2002 Full Size Vehicle, County of Boone Request for Bid for a 2002 Full Size Vehicle, bid number 12-15FEB02 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Contractor's bid response dated February 7, 2002 executed by Derek VanLoo on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and 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 terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review and the unexecuted Response Form shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with one (1) year 2002 Chevrolet Impala including all add alternates and the trade in of (1) 1996 Ford Taurus VIN 1FALP52U0TA160146 for a purchase price of \$13,969.00.

3. **Delivery** - Contractor agrees to deliver the vehicles stated above to Family Court Services Department with in ninety (90) days after order.

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

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

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

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

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

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

PUTNAM CHEVROLET-PONTIAC

by David U. Loo
title Commercial Sales

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Don Stamper, Presiding Commissioner

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Signature June Pitchford by KF Date 2/28/2002 Appropriation Account 1241-92400 - \$13,969.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 7th day of March 20 02


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

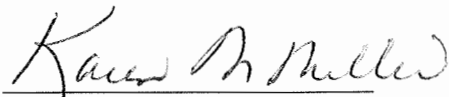
Now on this day, the County Commission of the County of Boone does hereby rescind Commission Order 59-2002 and reawarding bid MM32 to Surdex Corporation per the attached memorandum from the Purchasing Department It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement

Done this 7th day of March, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: MM32 – Digital Orthophoto Base Maps, Planimetric & Topographic Mapping
DATE: February 28, 2002

The Purchasing Department is requesting to rescind commission order number 59-2002. The original award was to Surdex Corporation for Option 4 phase 1 for the contract price of \$129,190.00. We are requesting to reaward this contract to reflect an addition of the add alternates for Ground Control for \$4,920.00 and the Digital File Format for \$1,580.00. This would make a total contract cost of \$135,690.00.

By adding these alternates we are still well within the budgeted amount for this project.

Attached is the bid tabulation for your review.

Bid Tabulation

MM32 - Digital Orthophoto Base Maps, Planimetric and Topographic Mapping

	AMI Engineering	Dallas Aerial Surveys	Continental Aerial Surveys	Mark Hurd	Surdex	Image America	Sanborn	MD Atlantic Tech	M.J. Harden	Western Air Maps, Inc.
Option 1 - County Alone										
Phase I										
131 sqmi - 1"=100' Orthophoto	\$ 111,600.00	\$ 207,090.00	\$ 77,309.00	\$ 28,933.00	\$ 45,980.00		\$ 21,800.00	\$ 73,294.87	\$ 98,062.00	\$ 109,500.00
96 sqmi - 1"=200' Orthophoto	\$ 31,400.00	\$ 154,530.00	\$ 47,610.00	\$ 21,203.00	\$ 27,480.00		\$ 15,975.00	\$ 41,461.71	\$ 16,548.00	\$ 39,400.00
464 sqmi - 1"=400' Orthophoto	\$ 100,600.00	\$ 245,330.00	\$ 72,450.00	\$ 102,479.00	\$ 42,920.00		\$ 77,185.00	\$ 81,744.42	\$ 51,400.00	\$ 40,900.00
Phase I Total	\$ 243,600.00	\$ 606,950.00	\$ 197,369.00	\$ 152,615.00	\$ 116,380.00	No Bid	\$ 114,960.00	\$ 196,501.00	\$ 166,010.00	\$ 189,800.00
Option 2 - County Alone										
Phase I										
131 sqmi - 1"=100' Orthophoto	\$ 111,600.00	\$ 98,410.00	\$ 77,280.00	\$ 35,743.00	\$ 44,460.00		\$ 21,800.00	\$ 73,294.87	\$ 128,018.00	\$ 119,200.00
560 sqmi - 1"=200' Orthophoto	\$ 130,300.00	\$ 448,150.00	\$ 270,825.00	\$ 152,797.00	\$ 79,790.00		\$ 110,500.00	\$ 238,582.24	\$ 145,882.00	\$ 126,400.00
Phase I Total	\$ 241,900.00	\$ 546,560.00	\$ 348,105.00	\$ 188,540.00	\$ 124,250.00	\$73,564.00	\$ 132,300.00	\$ 311,877.11	\$ 273,900.00	\$ 245,600.00
Option 3 - County and City										
Phase I										
200 sqmi - 1"=100' Orthophoto	\$ 154,300.00	\$ 233,930.00	\$ 117,300.00	\$ 44,660.00	\$ 62,270.00		\$ 37,285.00	\$ 112,000.00	\$ 141,475.00	\$ 127,100.00
81 sqmi - 1"=200' Orthophoto	\$ 26,900.00	\$ 123,040.00	\$ 39,560.00	\$ 18,088.00	\$ 22,360.00		\$ 13,500.00	\$ 34,509.24	\$ 15,125.00	\$ 37,000.00
410 sqmi - 1"=400' Orthophoto	\$ 78,100.00	\$ 206,590.00	\$ 63,538.00	\$ 91,554.00	\$ 40,530.00		\$ 68,225.00	\$ 72,229.70	\$ 53,000.00	\$ 35,500.00
Phase II						No Bid				
183 sqmi - 2' Contours	\$ 121,300.00	\$ 188,000.00	\$ 508,740.00	\$ 240,433.00	\$ 166,000.00		\$ 133,200.00	\$ 91,280.42	\$ 746,251.00	\$ 369,700.00
183 sqmi - Planimetrics	\$ 173,100.00	\$ 182,390.00	\$ 351,360.00	\$ 86,404.00	\$ 183,780.00		\$ 38,100.00	\$ 136,920.64	\$ 801,749.00	\$ 330,100.00
Phase I and Phase II Total	\$ 553,700.00	\$ 933,950.00	\$ 1,080,498.00	\$ 481,139.00	\$ 474,940.00		\$ 290,310.00	\$ 446,940.00	\$ 1,757,600.00	\$ 899,400.00
Option 4 - County and City										
Phase I										
200 sqmi - 1"=100' Orthophoto	\$ 154,300.00	\$ 145,850.00	\$ 117,300.00	\$ 55,227.00	\$ 61,430.00		\$ 37,285.00	\$ 112,000.00	\$ 173,250.00	\$ 137,200.00
491 sqmi - 1"=200' Orthophoto	\$ 104,600.00	\$ 375,440.00	\$ 239,085.00	\$ 135,582.00	\$ 67,760.00		\$ 99,675.00	\$ 200,728.94	\$ 115,750.00	\$ 109,700.00
Phase II						No Bid				
183 sqmi - 2' Contours	\$ 121,300.00	\$ 188,000.00	\$ 508,740.00	\$ 240,433.00	\$ 166,000.00		\$ 133,200.00	\$ 91,208.42	\$ 746,251.00	\$ 369,700.00
183 sqmi - Planimetrics	\$ 173,100.00	\$ 182,390.00	\$ 351,360.00	\$ 86,404.00	\$ 183,780.00		\$ 38,100.00	\$ 136,920.64	\$ 801,749.00	\$ 330,100.00
Phase I and Phase II Total	\$ 553,300.00	\$ 891,680.00	\$ 1,216,485.00	\$ 517,646.00	\$ 478,970.00		\$ 308,260.00	\$ 540,858.00	\$ 1,837,000.00	\$ 946,700.00

	AMI Engineering	Dallas Aerial Surveys	Continental Aerial Surveys	Mark Hurd	Surdex	Image America	Sanborn	MD Atlantic Tech	M.J. Harden	Western Air Maps, Inc.
Alternate Bids										
Ground Control for Option 1	\$ 16,000.00	\$ 20,800.00	\$ 25,600.00	\$ 5,000.00	\$3,150 for Opt 1 or 2	\$ 3,000.00	\$ 3,000.00	\$ 13,400.00	\$ 14,600.00	\$ 28,000.00
Optional Ditial File Format	\$ 9,000.00	\$ 10,000.00	\$ 29,400.00	\$ 1,200.00	\$6,280 for Opt 3 or 4 \$ 1,580.00	\$ 2,500.00	\$ 1,875.00	\$ 4,200.00	\$ 11,740.00	\$ 10,000.00
Additional Charges										
Target Placement on all pts	\$ 15,700.00		\$ 11,500.00							
Survey of xtra control	\$ 12,000.00									
Arc Info Conversion		\$ 12,000.00								
Mobilization			\$ 7,500.00							
Estimated date of Aerial flight	3/15/02	3/1/02	3/10/02	Mid March 20	5 weeks after NTP	2/15-3/31	3/11-15/02	1912 1/2	3/1/02	7 days after NTP
Est delivery date of Phase I	12/31/02	11/1/02	12/31/02	10/25/02	8 months after NTP	4/15-5/30	3/13/03	8/31/02	7/31/02	210 days after photo and control
Est days to complete Phase II	5/31/03	1/1/03	365 days	12/29/02	185 bus. Days	No Response	6/6/03	12/31/02	365	360 days after photo and control
Vendor Qualifications	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vendor References	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addendum One	Yes	Yes	Yes	Yes	No		Yes	Yes	Yes	Yes

No Bid:
Sidwell, St.Charles, MO

122-2002

2/28/02

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purch

DATE

5406

VENDOR NO.

Bid Documentation
(Check One)

Vendor Name: Surdex Corporation

Sole Source: _____

Address: _____

Oral Bids (attached): _____

Written Bids (attached): _____

MM32

City, State, Zip: _____

Bid or Co. Order Number: _____

Bill To Dept. No. _____

Not Required: _____

2010 - Assessor

2010 - Assessor

Ship To Dept. No. _____

Department				Account				Item Description (or managerial code)	Qty	Unit Price	Amount	
2	0	1	0	7	1	1	0	0	Add Alternate - Ground Control		4920	\$4,920.00
2	0	1	0	7	1	1	0	0	Add Alternate - Digital File Format		1580	\$1,580.00
2	0	1	0	7	1	1	0	0	Base Bid			\$129,190.00
								Total			\$135,690.00	

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.



County Commission Approval



Requesting Official



Auditor Approval

**PURCHASE AGREEMENT
FOR
DIGITAL ORTHOPHOTO BASE MAPS, PLANIMETRIC & TOPOGRAPHIC MAPPING**

THIS AGREEMENT dated the 28th day of, MARCH 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Surdex Corporation, 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 agreement for Digital Orthophoto Base Maps, Planimetric and Topographic Mapping, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Digital Orthophoto Base Maps, Planimetric and Topographic Mapping, bid number MM32, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Ronald C. Hoffmann, President on 01/28/02) and Exhibit A (Scope of Work and Pricing dated 02/13/02). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the office of the Boone County Clerk and/or Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications, bid sheets, Exhibit A, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County services and deliverables for Option 4 Phase 1 as set forth in the bid specifications. The purchases shall be made on the lump sum price of \$129,190.00 as set forth in the Contractor's bid response and Exhibit A. The County also wishes to award the alternate for Ground Control in the amount of \$4,920.00 and the alternate for the Digital File Format (MrSid) for \$1,580.00. Total contract amount is \$135,690.00.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response and Exhibit A.
4. **Billing and Payment** - All billing shall be invoiced to the County of Boone department placing the order. Contractor will submit monthly invoices that are progressive billings based upon the percentage of completion by task and billings may only include the prices listed in the Contractor's bid response and Exhibit A. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract until final delivery of product.

- 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. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.
- 9. **Ownership of Work Product** – It is agreed that the County of Boone shall be considered the owner of all digitized maps and other work product produced as deliverable items by contractor for County under this agreement.

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

SURDEX CORPORATION

by *R. C. Hoffmann*
title PRESIDENT

BOONE COUNTY, MISSOURI

by: Boone County Commission
Don Stamer
Don Stamer, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Janice Pritchard
Signature *by se*

2/28/02
Date

2010 - 71100 - \$135,690.00
Appropriation Account

EXHIBIT A
SCOPE OF WORK AND PRICING

Boone County, Missouri
February 26, 2002

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1. Project Overview

The project also involves all tasks required for the production of black and white digital orthophotos at map scales of 1"=100' with half-foot (0.5') ground pixel resolution (GPR) in selected City and airport areas and 1"=200' with one-foot (1.0') GPR County wide. All photogrammetric mapping products are to meet National Map Accuracy Standards at map scales of 1"=100' and 1"=200' respectively. The project area for the various tasks are as depicted on Figure A-1 (Project Map).

2. Executive Summary

Surdex Corporation understands the intent and objective of this project is to produce digital orthophotography and topographic data sets that will be used as an accurate basemap for the County's existing GIS (Geographic Information System). Surdex has developed a scope of work and services designed specifically to meet our understanding of the County's needs. In summary, our approach includes the following:

1. **Ground Control** – The photo control plan for the Boone County Project includes the recovery and targeting of 21 existing ground control points and the acquisition and targeting of 5 new ground control points within the County in conjunction with 19 ground control points that the City of Columbia will provide in the metropolitan and airport areas. Those points coupled with our ABGPS (Airborne Global Positioning System) will provide a very dense control solution with a minimal cost. Surdex will only be responsible for targeting and surveys in the County excluding the City and Airport areas.
2. **Aerial Photography** – Surdex will acquire the selected areas at a 1"=833' NCS (Negative Contact Scale), black and white aerial photography using Kodak's 2405 fine grain resolution black and white aerial film.
3. **Reprographics Lab** – Surdex will produce one (1) set of 9" x 9" contact prints for the 1"=833' scale.
4. **Softcopy Aerial Triangulation** – Softcopy aerial triangulation is significantly more cost and time efficient than traditional methodologies and the accuracies are comparable.
5. **Digital Ortho Production** – We will produce 1"=100' black and white digital orthophotos with 0.5' GPR for metropolitan and airport areas, 1"=200' black and white digital orthophotos with 1.0' GPR Countywide.
6. **Quality Control** – Surdex has the most robust Quality Control / Quality Assurance procedures in the photogrammetric industry. We have QA/QC steps built into every production process, which allows us to guarantee that your product meets the specifications that are desired by the County.

This overview is not meant to presume the full scope of services to be provided. Please refer to Section 3.3 (Project and Production Scope) of this document for specific information about each of these production processes.

3. Scope of Services

Surdex will employ the following technical approach for the development of digital orthophotography in Boone County. We have provided similar services to County, Municipal, Federal, State and Private Agencies for Over 47 Years and believe this to be the best solution for your mapping project.

3.1 Contract Management

The successful implementation and completion of any project is based upon the establishment of well-defined objectives, the development of a schedule to meet the objectives and the appropriate monitoring of the progress. The implementation of these items is the responsibility of the Project Manager. Below is the contact information of your assigned project manager, the director of project management, the principal-in-charge and the vice presidents of finance and production. All correspondence should be executed through your assigned project manager. However, if your project manager is unavailable and your question is a priority with the County, please do not hesitate to contact any of the individuals listed below:

Brian F. Baker C.P.

(Project Manager)

520 Spirit of St. Louis Boulevard

Chesterfield, MO 63005

Voice: (636) 532-3427

Fax: (636) 537-9638

E-mail: brianb@surdex.com

J. Michael Brown, PSM

(Director of Project Management)

520 Spirit of St. Louis Boulevard

Chesterfield, MO 63005

Voice: (636) 532-3427

Fax: (636) 537-9638

E-mail: michaelb@surdex.com

Ronald C. Hoffmann, President

(Principal-in-Charge)

520 Spirit of St. Louis Boulevard

Chesterfield, MO 63005

Voice: (636) 532-3427

Fax: (636) 537-9638

E-mail: ronh@surdex.com

Ed Howald, Vice President of Finance

520 Spirit of St. Louis Boulevard

Chesterfield, MO 63005

Voice: (636) 532-3427

Fax: (636) 537-9638

E-mail: howald@surdex.com

**John Boeding, Vice President of
Production**

520 Spirit of St. Louis Boulevard

Chesterfield, MO 63005

Voice: (636) 532-3427

Fax: (636) 537-9638

E-mail: johnb@surdex.com

Surdex's contact with Boone County will be:

Marlene Ridgway
Boone County, Missouri Purchasing
601 East Walnut
2nd Floor
Columbia, Missouri 65201
Voice: (573) 886-4392
E-mail: mridgway@mail.boonecountymo.org

3.1.1 Project Management

- Surdex will provide Project Status Reports on a monthly basis.
- Surdex will provide the County with online management through our Collaborative Project Management System (CPMS).
- Surdex will provide SurCheck software and training for the clients use in review and approval of the orthophotos.

3.2 Prevailing Specifications

All photogrammetric mapping products are to meet National Map Accuracy Standards. Members and clients of the photogrammetric community often misunderstand the United States National Map Accuracy Standards. Often clients ask for products to meet NMAS without clearly stating their interpretation of NMAS. Our understanding of NMAS, which is based on the United States Army Corps of Engineers' interpretation, is as follows:

“For NMAS orthophotos, 90 percent of all photographic details on the orthophotography shall be accurate to within at least 1/30 in. of true position, as determined by test surveys, and none of the photographic details shall be displaced by more than 1/15 in. from true coordinate position. Since the orthophoto process rectifies images at the ground elevation of a DTM scan, accuracy standards must exclude objects above and below the scan elevation, such as tops of buildings, poles, trees, and other like objects.” For this project, 1/30 of an inch at publication scale equates to +/-3.33' for the 1"=100' maps and +/- 6.66' for the 1"=200' maps.

3.3 Project and Production Scope

Accomplishing this Scope of Work will require the following tasks:

3.3.1 Aerial Photography (B/W)

- Finalize the flight line and control layout maps and submit to the County for approval.
- Acquire black and white aerial photography at 1"=833' at a flying height of 4998' Above Ground Level covering the entire county area.
- All photography will be acquired with Surdex's Zeiss Jena LMK 1000 or 2000 cameras using Kodak's 2405.
- Extend all photography two full exposures, beyond the project limits.
- Label all film to include, as a minimum; the date of photography, flight line and exposure numbers, photo scale, and project name.
- 1 set of contact prints for the 1"=833' photography
- Prepare and submit the final flight line and control location maps in ArcInfo format.

3.3.2 Survey Control

- Surdex will recover and target twenty-one (21) monuments and acquire five (5) new control points throughout the county, in conjunction with nineteen (19) ground control points that the City of Columbia will provide in the metropolitan and airport areas.
- All control will be referenced horizontally to the Missouri State Plane Coordinate System (Central Zone 2402) in NAD83, and vertically to the NAVD88 datum. All control will be in Northing, Easting, Elevation, Latitude, Longitude, and Ellipsoid height.
- Required horizontal control will be 2nd order and vertical control will be at least 3rd order. Submit the control plan to the County for approval prior to targeting and field surveys.
- Please refer to Figure A-2 (Proposed Ground Control Map) for approximate locations of the ground control that will be recovered and/or established and targeted.

3.3.3 Fully Analytical Aerial Triangulation (FAAT)

- The FAAT shall meet all requirements for final products to meet NMAS specifications.
- Provide two copies of the FAAT report which shall include an introduction, project accuracy requirements, aerial triangulation accuracy, software and equipment used, and the final output and analysis for each scale and/or block of photography.
- With respect to the FAAT report, we need to derive the component of the overall product accuracy that can be assigned to the aerial triangulation. Through Surdex's experience, and with the fully analytical equipment and processes we will employ on this project, we define these to be limited to an RMSE $\leq 1/7500$ of the flying height. The maximum error is defined as 3 times the limiting RMSE. The table below presents the limiting error values based on these defined values.

Limiting Error Sources in Adjustment Results

Photo Scale	Limiting RMSE (feet)	Maximum Error (feet)
1"=833'	0.67	2.00

It is therefore these values that will be utilized to evaluate the final positional quality of the aerial triangulation adjustments.

3.3.4 Pilot Project

- Produce a Pilot Project that meets all specifications and deliverables of the County. Boone County will provide written approval for acceptance of the Pilot Project before full production resumes.
- Upon approval, review any priority areas that the County may have and present them with proposed delivery group areas and associated delivery dates.

3.3.5 Digital Orthophotography

- Surdex will produce digital orthophotos for 1"=100' tiles with 0.5' Ground Pixel Resolution (GPR) for selected areas, 1"=200' tiles with 1.0' GPR countywide.
- All tiles will be butt-matched and delivered in GeoTIFF (world files will also be provided) format on CDROM or DVD.
- The County and Surdex will work jointly to provide the tile layout with tile names in an ArcInfo format (.shp). This will include the 1"=100' tiles at 2,500' x 2,500' for metropolitan and airport areas, and the 1"=200' tiles at 5,000' x 5,000' countywide.
- Provide one copy of the Digital Orthophotography Accuracy Report in hardcopy and digital (MS Word or Excel) formats
- Provide SurCheck software and training for the clients use in review and approval of the orthophotos. This will be scheduled with delivery of the first group of tiles.
- Metadata incorporated into each TIFF World file and in MS Excel format.

4. Deliverables

Surdex Corporation will provide the following list of deliverables for this project:

- Final flight line and control location maps
- USGS Calibration Report (included with the FAAT Report)
- Aerial film negatives
- 1 set of contact prints of photography.
- Two copies of the Control Survey Report in hardcopy and digital (MS Word) formats.
- Two copies of the FAAT Report in hardcopy and digital (MS Word) formats
- Black and white digital orthophotos for 1"=100' tiles with 0.5' GPR and 1"=200' tiles with 1.0' GPR, in GeoTIFF format (including world files) on CDROM or DVD
- One copy of the Digital Orthophotography Accuracy Report in hardcopy and digital (MS Word or Excel) formats
- SurCheck QC Application (to be used only for the QA/QC of this project and in accordance with the licensing agreement for the term of this project)
- Metadata incorporated into each TIFF World file and in MS Excel format.

5. Schedule

Please refer to Figure A-3 (Project Schedule). In our proposed schedule, we have not prepared for eventualities and questions that may arise during the Pilot Phase of Production. We will not compromise the quality, accuracy, or precision of the data to meet an unrealistic schedule and will not move forward in production until everyone is on the same page after the Pilot Phase.

6. Terms and Conditions

The following terms and conditions apply to the contract between Surdex Corporation and Boone County.

6.1 Billing Procedures

Surdex would like Boone County to entertain our request for a mobilization fee of 15%. On projects of this size it is our experience that a significant amount of expense is incurred prior to the commencement of the normal billing cycle, and an offset to these costs is not unreasonable.

Surdex will submit monthly invoices that are progressive billings based upon the percentage of completion by task. All billing is net 30 days and will be established to begin on the 1th of each month.

6.2 Customer Supplied Data

- The County and Surdex will work jointly to provide a shape file for the neat tile area for each deliverable. This file will be attributed with the proper tile names.
- The County will approve all clip limits (.shp files) as depicted in Figure A-1.
- Survey control data.

Surdex is not responsible for inaccuracies in data provided by the County. This condition will also result in schedule revisions. Either party will notify the other immediately upon the discovery of the defect, its impact on the project, and a cost to correct the defect before any action is taken.

6.3 Warranty

No warranty of data produced by a previous vendor, non-related third-party, or data provided by the client will be implied. All work produced by Surdex is warranted for a period of six-months after final acceptance of data.

6.4 Review and Acceptance

The County shall complete checks of all deliverable products within 30 days of delivery. After initial checking, work increments will be categorized by the County as follows:

ACCEPTED: Products that meet specifications and contain no errors, or so few errors as to be acceptable, will formally be indicated as accepted.

RECEIVED/EDITED: The product has a number of errors that do not permit acceptance. For the product to be accepted, Surdex must correct or address all issues noted by the County.

REJECTED: The number and character of errors detected by the County are such that the product is formally returned to Surdex without a complete edit. The County will formally notify Surdex of the rejected status of the product. Surdex must edit and correct the mapping for resubmittal to the County. If the County determines that there are an excessive number of rejected products, the County may require the Contractor to suspend production until the problems are resolved.

7. List of Figures

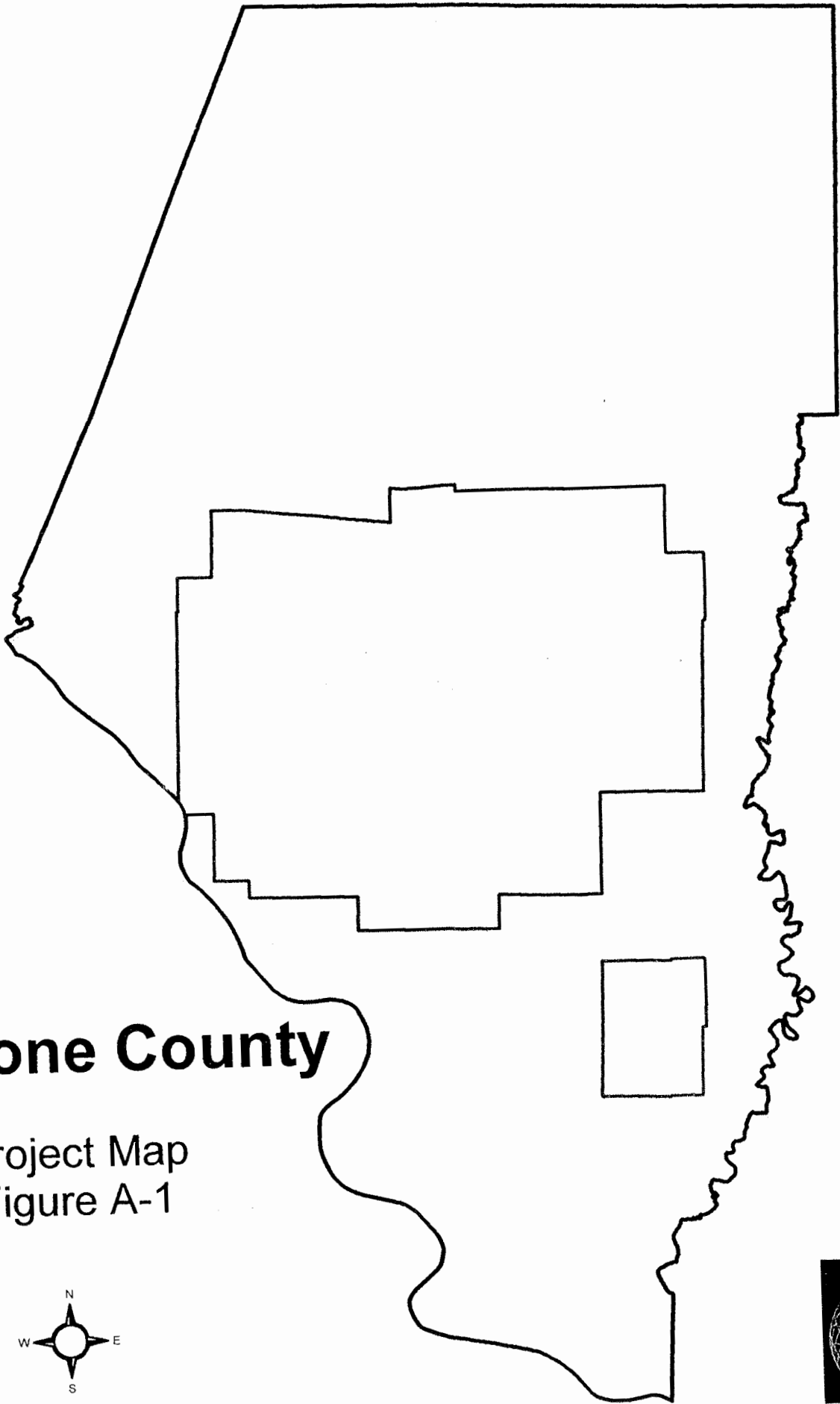
Figure	Purpose
Figure A-1	Project Map
Figure A-2	Proposed Ground Control Map
Figure A-3	Project Schedule

8. Pricing

Item Description	Task Amount
Orthophotography	
- 1"=100' 0.5' GPR	\$ 61,430.00
- 1"=200' 1.0' GPR	67,760.00
- Survey	4,920.00
- MrSID	1,580.00
Project Total	\$135,690.00

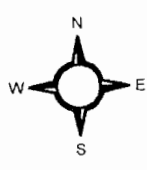
8.1 Terms

Surdex is authorized to begin the project upon execution of this contract. The prices remain valid through December 31st2002.



Boone County







Project Map
Figure A-1

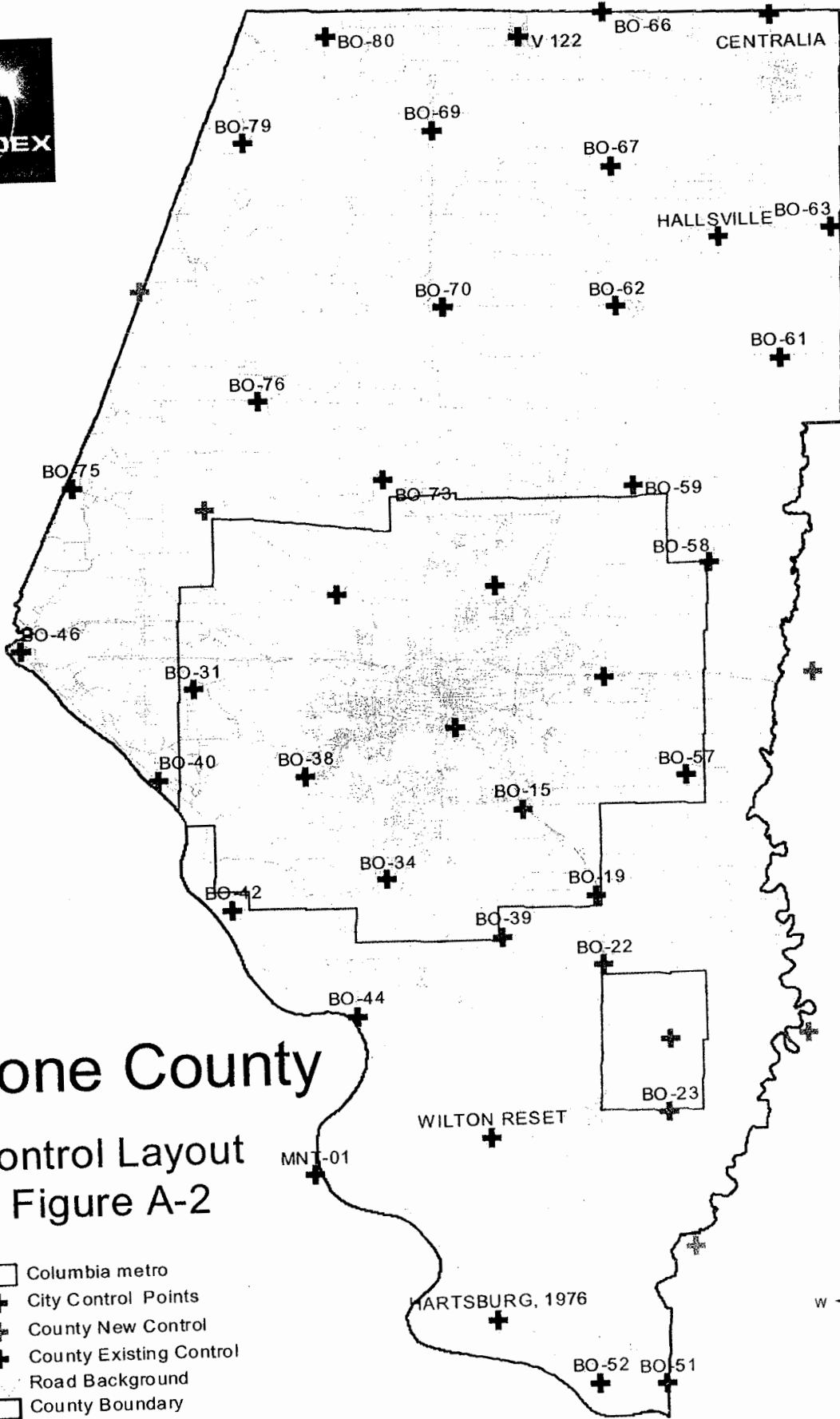




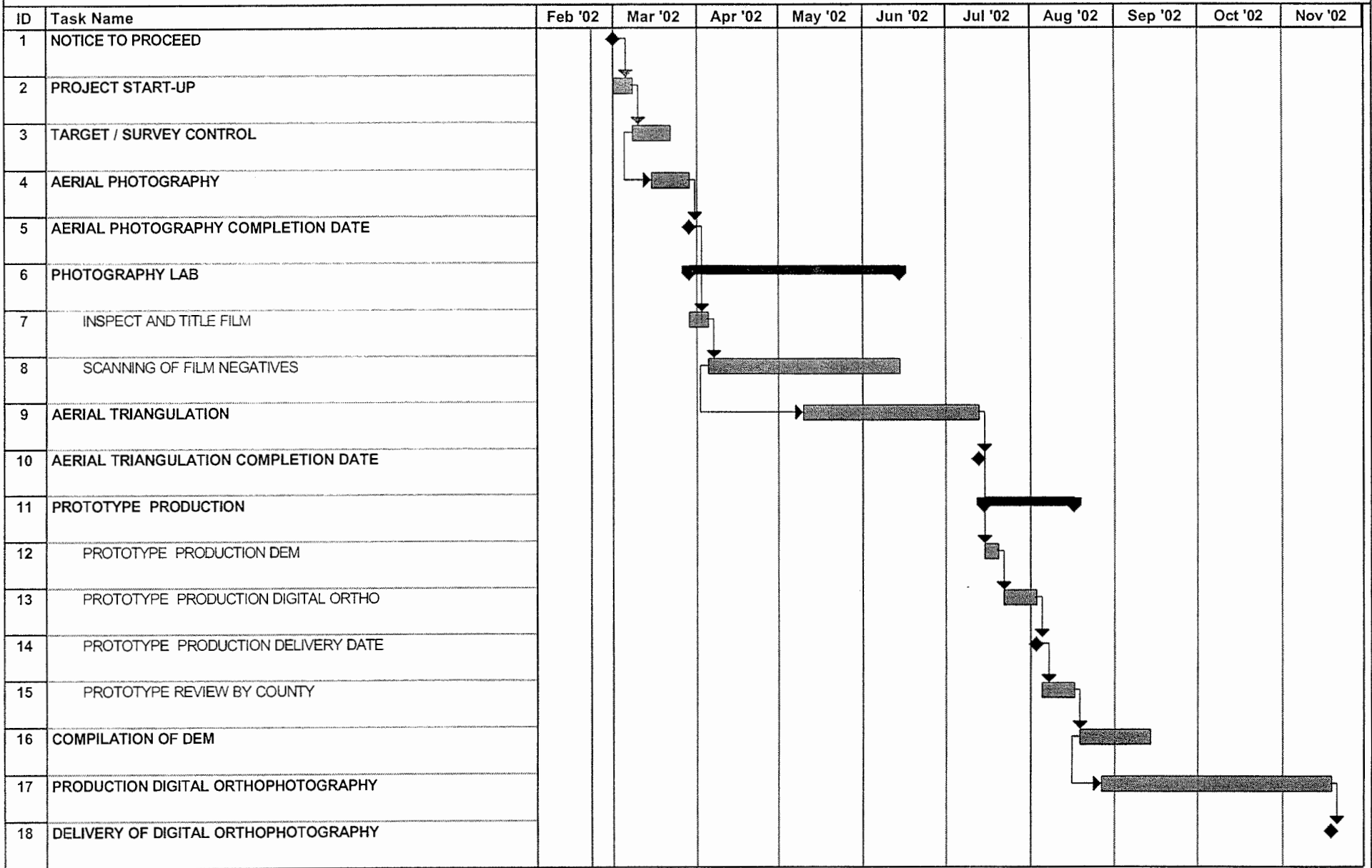
Boone County

Control Layout Figure A-2

-  Columbia metro
-  City Control Points
-  County New Control
-  County Existing Control
-  Road Background
-  County Boundary



BOONE COUNTY, MO
 PROPOSED SCHEDULE
 Figure A-3



**PURCHASE AGREEMENT
FOR
DIGITAL ORTHOPHOTO BASE MAPS, PLANIMETRIC & TOPOGRAPHIC MAPPING**

THIS AGREEMENT dated the 7th day of, MARCH 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Surdex Corporation, 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 agreement for Digital Orthophoto Base Maps, Planimetric and Topographic Mapping, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Digital Orthophoto Base Maps, Planimetric and Topographic Mapping, bid number MM32, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Ronald C. Hoffmann, President on 01/28/02) and Exhibit A (Scope of Work and Pricing dated 02/13/02). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the office of the Boone County Clerk and/or Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications, bid sheets, Exhibit A, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
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IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

SURDEX CORPORATION

by *R.C. Hoffmann*
title PRESIDENT

BOONE COUNTY, MISSOURI

by: Boone County Commission
Don Stamper
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Jane C. Patchford
Signature *Chyse*

2/28/02
Date

2010 - 71100 - \$135,690.00

Appropriation Account

EXHIBIT A
SCOPE OF WORK AND PRICING
Boone County, Missouri
February 26, 2002

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The project also involves all tasks required for the production of black and white digital orthophotos at map scales of 1"=100' with half-foot (0.5') ground pixel resolution (GPR) in selected City and airport areas and 1"=200' with one-foot (1.0') GPR County wide. All photogrammetric mapping products are to meet National Map Accuracy Standards at map scales of 1"=100' and 1"=200' respectfully. The project area for the various tasks are as depicted on Figure A-1 (Project Map).

2. Executive Summary

Surdex Corporation understands the intent and objective of this project is to produce digital orthophotography and topographic data sets that will be used as an accurate basemap for the County's existing GIS (Geographic Information System). Suredex has developed a scope of work and services designed specifically to meet our understanding of the County's needs. In summary, our approach includes the following:

1. **Ground Control** – The photo control plan for the Boone County Project includes the recovery and targeting of 21 existing ground control points and the acquisition and targeting of 5 new ground control points within the County in conjunction with 19 ground control points that the City of Columbia will provide in the metropolitan and airport areas. Those points coupled with our ABGPS (Airborne Global Positioning System) will provide a very dense control solution with a minimal cost. Surdex will only be responsible for targeting and surveys in the County excluding the City and Airport areas.
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4. **Softcopy Aerial Triangulation** – Softcopy aerial triangulation is significantly more cost and time efficient than traditional methodologies and the accuracies are comparable.
5. **Digital Ortho Production** – We will produce 1"=100' black and white digital orthophotos with 0.5' GPR for metropolitan and airport areas, 1"=200' black and white digital orthophotos with 1.0' GPR Countywide.
6. **Quality Control** – Surdex has the most robust Quality Control / Quality Assurance procedures in the photogrammetric industry. We have QA/QC steps built into every production process, which allows us to guarantee that your product meets the specifications that are desired by the County.

This overview is not meant to presume the full scope of services to be provided. Please refer to Section 3.3 (Project and Production Scope) of this document for specific information about each of these production processes.

3. Scope of Services

Surdex will employ the following technical approach for the development of digital orthophotography in Boone County. We have provided similar services to County, Municipal, Federal, State and Private Agencies for Over 47 Years and believe this to be the best solution for your mapping project.

3.1 Contract Management

The successful implementation and completion of any project is based upon the establishment of well-defined objectives, the development of a schedule to meet the objectives and the appropriate monitoring of the progress. The implementation of these items is the responsibility of the Project Manager. Below is the contact information of your assigned project manager, the director of project management, the principal-in-charge and the vice presidents of finance and production. All correspondence should be executed through your assigned project manager. However, if your project manager is unavailable and your question is a priority with the County, please do not hesitate to contact any of the individuals listed below:

Brian F. Baker C.P.

(Project Manager)

520 Spirit of St. Louis Boulevard

Chesterfield, MO 63005

Voice: (636) 532-3427

Fax: (636) 537-9638

E-mail: brianb@surdex.com

J. Michael Brown, PSM

(Director of Project Management)

520 Spirit of St. Louis Boulevard

Chesterfield, MO 63005

Voice: (636) 532-3427

Fax: (636) 537-9638

E-mail: michaelb@surdex.com

Ronald C. Hoffmann, President

(Principal-in-Charge)

520 Spirit of St. Louis Boulevard

Chesterfield, MO 63005

Voice: (636) 532-3427

Fax: (636) 537-9638

E-mail: ronh@surdex.com

Ed Howald, Vice President of Finance

520 Spirit of St. Louis Boulevard

Chesterfield, MO 63005

Voice: (636) 532-3427

Fax: (636) 537-9638

E-mail: howald@surdex.com

**John Boeding, Vice President of
Production**

520 Spirit of St. Louis Boulevard

Chesterfield, MO 63005

Voice: (636) 532-3427

Fax: (636) 537-9638

E-mail: johnb@surdex.com

Surdex's contact with Boone County will be:

Marlene Ridgway
Boone County, Missouri Purchasing
601 East Walnut
2nd Floor
Columbia, Missouri 65201
Voice: (573) 886-4392
E-mail: mridgway@mail.boonecountymo.org

3.1.1 Project Management

- Suredex will provide Project Status Reports on a monthly basis.
- Suredex will provide the County with online management through our Collaborative Project Management System (CPMS).
- Suredex will provide SurCheck software and training for the clients use in review and approval of the orthophotos.

3.2 Prevailing Specifications

All photogrammetric mapping products are to meet National Map Accuracy Standards. Members and clients of the photogrammetric community often misunderstand the United States National Map Accuracy Standards. Often clients ask for products to meet NMAS without clearly stating their interpretation of NMAS. Our understanding of NMAS, which is based on the United States Army Corps of Engineers' interpretation, is as follows:

“For NMAS orthophotos, 90 percent of all photographic details on the orthophotography shall be accurate to within at least 1/30 in. of true position, as determined by test surveys, and none of the photographic details shall be displaced by more than 1/15 in. from true coordinate position. Since the orthophoto process rectifies images at the ground elevation of a DTM scan, accuracy standards must exclude objects above and below the scan elevation, such as tops of buildings, poles, trees, and other like objects.” For this project, 1/30 of an inch at publication scale equates to +/-3.33' for the 1"=100' maps and +/- 6.66' for the 1"=200' maps.

3.3 Project and Production Scope

Accomplishing this Scope of Work will require the following tasks:

3.3.1 Aerial Photography (B/W)

- Finalize the flight line and control layout maps and submit to the County for approval.
- Acquire black and white aerial photography at 1"=833' at a flying height of 4998' Above Ground Level covering the entire county area.
- All photography will be acquired with Suredex's Zeiss Jena LMK 1000 or 2000 cameras using Kodak's 2405.
- Extend all photography two full exposures, beyond the project limits.
- Label all film to include, as a minimum; the date of photography, flight line and exposure numbers, photo scale, and project name.
- 1 set of contact prints for the 1"=833' photography
- Prepare and submit the final flight line and control location maps in ArcInfo format.

3.3.2 Survey Control

- Surdex will recover and target twenty-one (21) monuments and acquire five (5) new control points throughout the county, in conjunction with nineteen (19) ground control points that the City of Columbia will provide in the metropolitan and airport areas.
- All control will be referenced horizontally to the Missouri State Plane Coordinate System (Central Zone 2402) in NAD83, and vertically to the NAVD88 datum. All control will be in Northing, Easting, Elevation, Latitude, Longitude, and Ellipsoid height.
- Required horizontal control will be 2nd order and vertical control will be at least 3rd order. Submit the control plan to the County for approval prior to targeting and field surveys.
- Please refer to Figure A-2 (Proposed Ground Control Map) for approximate locations of the ground control that will be recovered and/or established and targeted.

3.3.3 Fully Analytical Aerial Triangulation (FAAT)

- The FAAT shall meet all requirements for final products to meet NMAS specifications.
- Provide two copies of the FAAT report which shall include an introduction, project accuracy requirements, aerial triangulation accuracy, software and equipment used, and the final output and analysis for each scale and/or block of photography.
- With respect to the FAAT report, we need to derive the component of the overall product accuracy that can be assigned to the aerial triangulation. Through Surdex's experience, and with the fully analytical equipment and processes we will employ on this project, we define these to be limited to an RMSE $\leq 1/7500$ of the flying height. The maximum error is defined as 3 times the limiting RMSE. The table below presents the limiting error values based on these defined values.

Limiting Error Sources in Adjustment Results

Photo Scale	Limiting RMSE (feet)	Maximum Error (feet)
1"=833'	0.67	2.00

It is therefore these values that will be utilized to evaluate the final positional quality of the aerial triangulation adjustments.

3.3.4 Pilot Project

- Produce a Pilot Project that meets all specifications and deliverables of the County. Boone County will provide written approval for acceptance of the Pilot Project before full production resumes.
- Upon approval, review any priority areas that the County may have and present them with proposed delivery group areas and associated delivery dates.

3.3.5 Digital Orthophotography

- Surdex will produce digital orthophotos for 1"=100' tiles with 0.5' Ground Pixel Resolution (GPR) for selected areas, 1"=200' tiles with 1.0' GPR countywide.
- All tiles will be butt-matched and delivered in GeoTIFF (world files will also be provided) format on CDROM or DVD.
- The County and Surdex will work jointly to provide the tile layout with tile names in an ArcInfo format (.shp). This will include the 1"=100' tiles at 2,500' x 2,500' for metropolitan and airport areas, and the 1"=200' tiles at 5,000' x 5,000' countywide.
- Provide one copy of the Digital Orthophotography Accuracy Report in hardcopy and digital (MS Word or Excel) formats
- Provide SurCheck software and training for the clients use in review and approval of the orthophotos. This will be scheduled with delivery of the first group of tiles.
- Metadata incorporated into each TIFF World file and in MS Excel format.

4. Deliverables

Surdex Corporation will provide the following list of deliverables for this project:

- Final flight line and control location maps
- USGS Calibration Report (included with the FAAT Report)
- Aerial film negatives
- 1 set of contact prints of photography.
- Two copies of the Control Survey Report in hardcopy and digital (MS Word) formats.
- Two copies of the FAAT Report in hardcopy and digital (MS Word) formats
- Black and white digital orthophotos for 1"=100' tiles with 0.5' GPR and 1"=200' tiles with 1.0' GPR, in GeoTIFF format (including world files) on CDROM or DVD
- One copy of the Digital Orthophotography Accuracy Report in hardcopy and digital (MS Word or Excel) formats
- SurCheck QC Application (to be used only for the QA/QC of this project and in accordance with the licensing agreement for the term of this project)
- Metadata incorporated into each TIFF World file and in MS Excel format.

5. Schedule

Please refer to Figure A-3 (Project Schedule). In our proposed schedule, we have not prepared for eventualities and questions that may arise during the Pilot Phase of Production. We will not compromise the quality, accuracy, or precision of the data to meet an unrealistic schedule and will not move forward in production until everyone is on the same page after the Pilot Phase.

6. Terms and Conditions

The following terms and conditions apply to the contract between Surdex Corporation and Boone County.

6.1 Billing Procedures

Surdex would like Boone County to entertain our request for a mobilization fee of 15%. On projects of this size it is our experience that a significant amount of expense is incurred prior to the commencement of the normal billing cycle, and an offset to these costs is not unreasonable.

Surdex will submit monthly invoices that are progressive billings based upon the percentage of completion by task. All billing is net 30 days and will be established to begin on the 1th of each month.

6.2 Customer Supplied Data

- The County and Surdex will work jointly to provide a shape file for the neat tile area for each deliverable. This file will be attributed with the proper tile names.
- The County will approve all clip limits (.shp files) as depicted in Figure A-1.
- Survey control data.

Surdex is not responsible for inaccuracies in data provided by the County. This condition will also result in schedule revisions. Either party will notify the other immediately upon the discovery of the defect, its impact on the project, and a cost to correct the defect before any action is taken.

6.3 Warranty

No warranty of data produced by a previous vendor, non-related third-party, or data provided by the client will be implied. All work produced by Surdex is warranted for a period of six-months after final acceptance of data.

6.4 Review and Acceptance

The County shall complete checks of all deliverable products within 30 days of delivery. After initial checking, work increments will be categorized by the County as follows:

ACCEPTED: Products that meet specifications and contain no errors, or so few errors as to be acceptable, will formally be indicated as accepted.

RECEIVED/EDITED: The product has a number of errors that do not permit acceptance. For the product to be accepted, Surdex must correct or address all issues noted by the County.

REJECTED: The number and character of errors detected by the County are such that the product is formally returned to Surdex without a complete edit. The County will formally notify Surdex of the rejected status of the product. Surdex must edit and correct the mapping for resubmittal to the County. If the County determines that there are an excessive number of rejected products, the County may require the Contractor to suspend production until the problems are resolved.

7. List of Figures

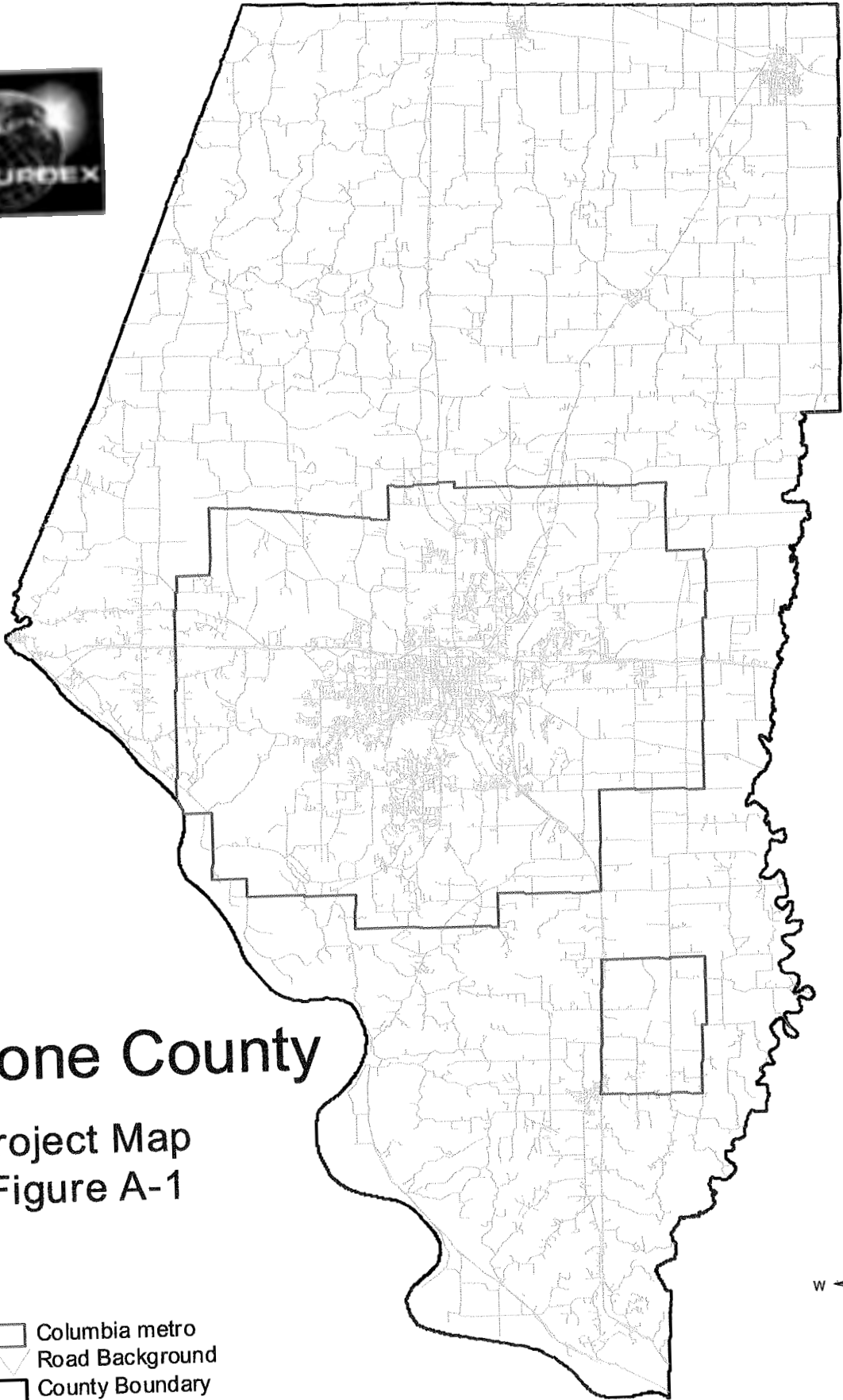
Figure	Purpose
Figure A-1	Project Map
Figure A-2	Proposed Ground Control Map
Figure A-3	Project Schedule

8. Pricing

Item Description	Task Amount
Orthophotography	
- 1"=100' 0.5' GPR	\$ 61,430.00
- 1"=200' 1.0' GPR	67,760.00
- Survey	4,920.00
- MrSID	1,580.00
Project Total	\$135,690.00




8.1 Terms

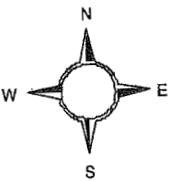
Surdex is authorized to begin the project upon execution of this contract. The prices remain valid through December 31st2002.

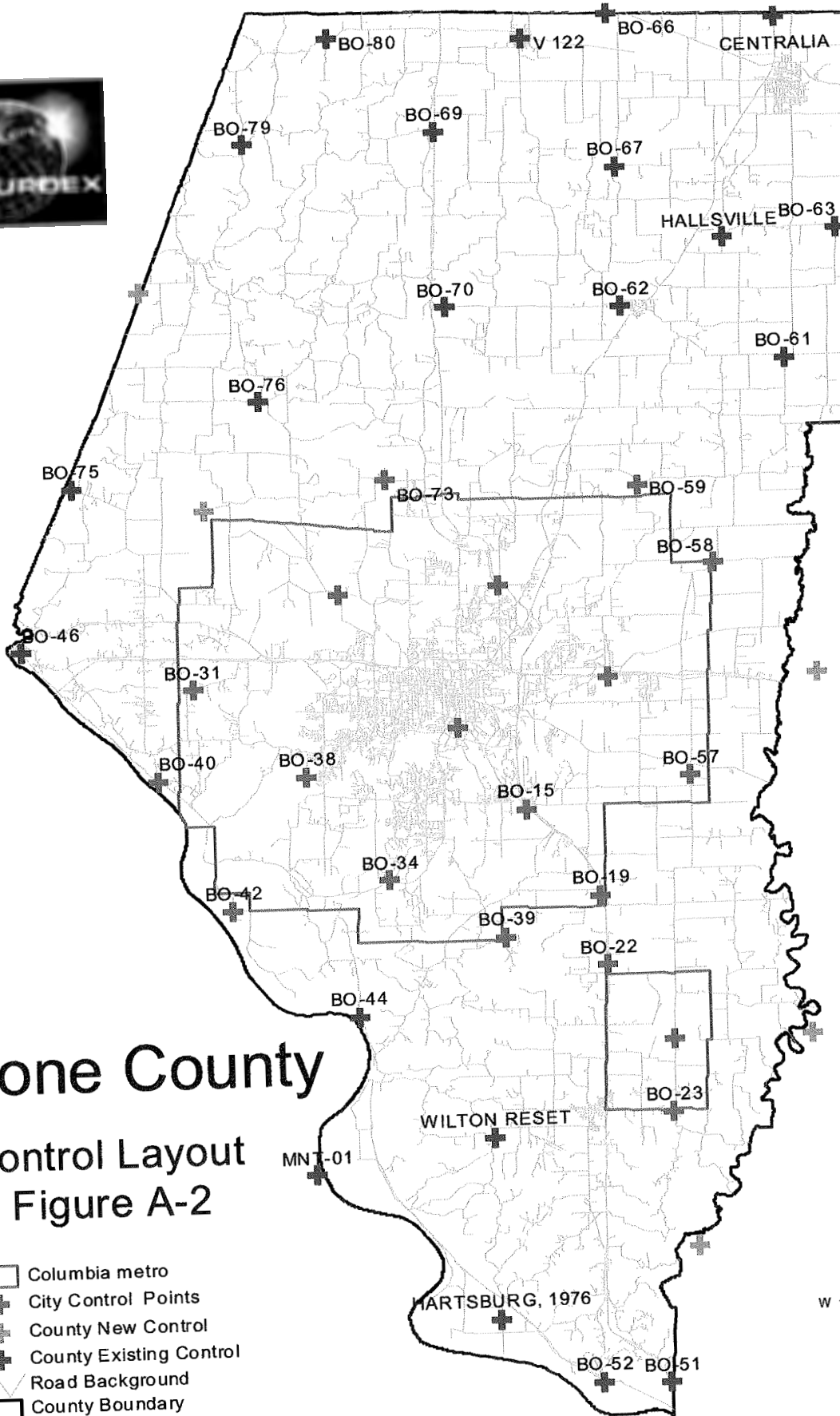


Boone County

Project Map
Figure A-1

-  Columbia metro
-  Road Background
-  County Boundary

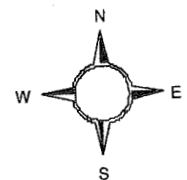




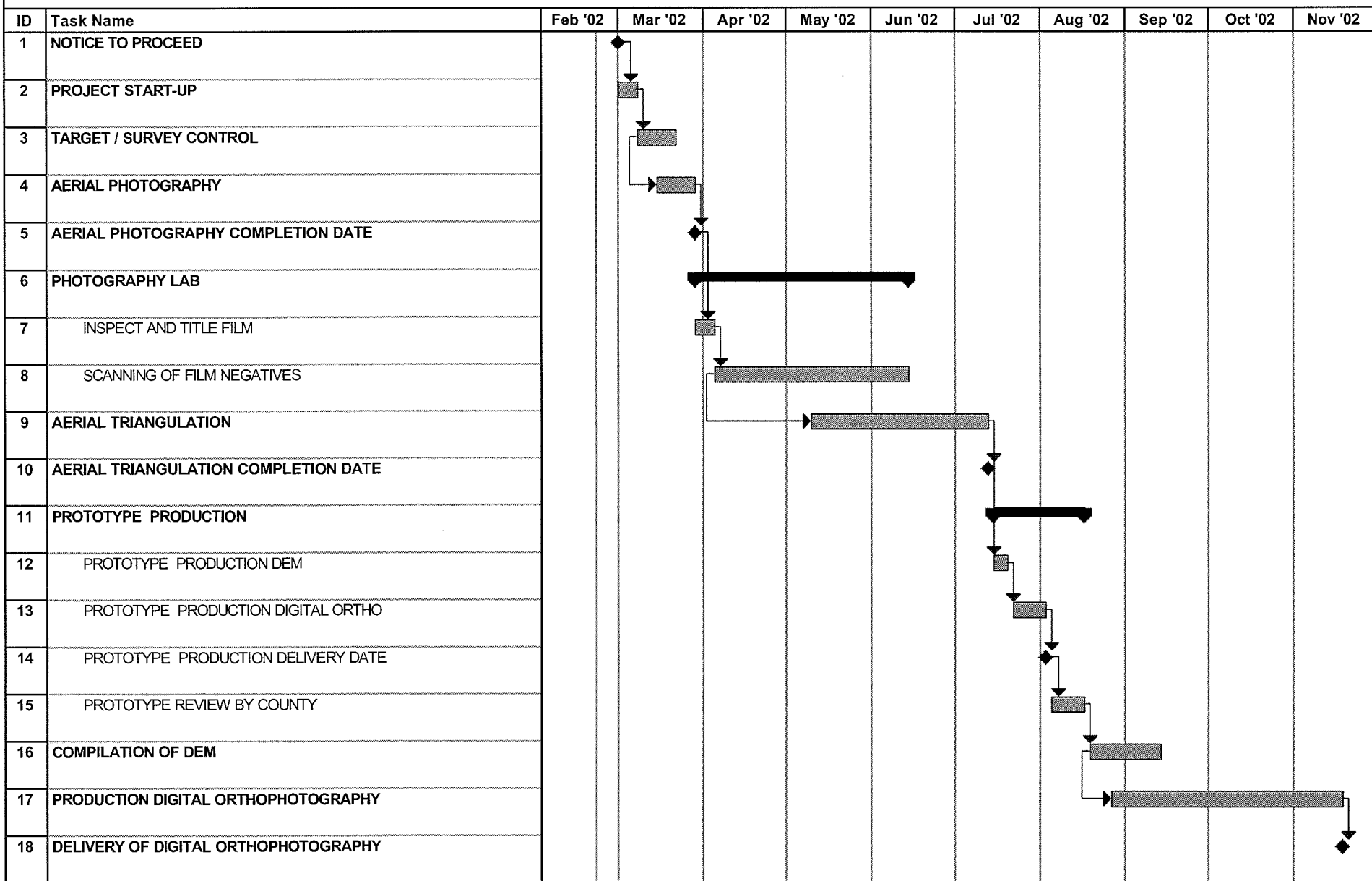
Boone County

Control Layout Figure A-2

- Columbia metro
- City Control Points
- County New Control
- County Existing Control
- Road Background
- County Boundary



BOONE COUNTY, MO
PROPOSED SCHEDULE
Figure A-3



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the February Adjourned

Term. 20 02

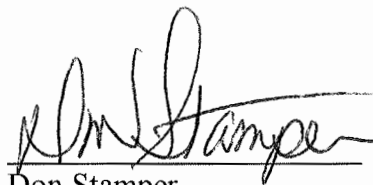
In the County Commission of said county, on the 7th day of March 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the consultant service agreements with the following companies:

- Harrington and Cortelyou, Inc
- Engineering Surveys and Services, Inc
- The Louis Berger Group, Inc
- A Civil Group
- Brush and Associate
- Allstate Consultants
- Shafer, Kline and Warren
- Trabue, Hansen and Hinshaw, Inc
- EFK Moen, LLC
- Peopping, Stone, Bach and Associates, Inc
- Devine deFlon Yaeger, Inc
- Smith and Company Engineers
- Bucher, Willis and Ratliff Corp.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreements.

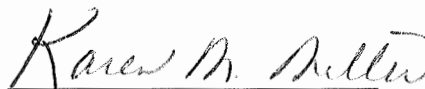
Done this 7th day of March, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:

Wendy S. Noren sv
 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of March, 2002, 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 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.

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 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. **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: 3-11-02

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 03/07/02

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Woronin
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 balance 2/26/02
Auditor by re Date

	<u>2002 Actual Salary Rates</u>	<u>2002 Billable Rates</u>
Principals		
D. M. Waltemath	42.24	118.27
K. R. Eisenbeis	40.23	112.64
Project/Senior Engineers		
M. S. Huck	36.78	102.98
E. W. Neprud	33.76	94.53
S. M. Warger	33.76	94.53
Design Engineers		
S. A. Pellegrino	31.61	88.51
S. D. Shafer	29.17	81.68
M. J. Turner	28.74	80.47
M. W. Carroll	28.59	80.05
K. S. Johnson	22.56	63.17
D. J. Glastetter	22.27	62.36
L. L. Shadewald	21.26	59.53
P. N. Wuertz	19.97	55.92
Technicians/Drafters		
J. K. Green	27.16	76.05
J. L. Kelly	26.01	72.83
B. Krey	25.29	70.81
T. L. Wells	24.71	69.19
B. T. Kearns	20.55	57.54
M. T. Lynn	19.25	53.90
D. R. Tatum	18.68	52.30
K. M. White	13.22	37.02
Special Consultants		
W. G. Grinstead	36.00	100.80
H. G. Jones	36.00	100.80
R. G. Crabtree	36.00	100.80

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 2002 has been set at \$0.345 per mile.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of MARCH, 2002, 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 Engineering Surveys and Services, 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.

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 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. **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.

ENGINEERING SURVEYS AND SERVICES, INC. BOONE COUNTY, MISSOURI
By [Signature] By [Signature]
Title President Presiding Commissioner
Dated: 3/14/02 Dated: 03/07/02

APPROVED AS TO FORM:
[Signature]
County Attorney

ATTEST:
Wendy J. Wopen sv
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.
[Signature] 2/26/02
Auditor Date

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Materials Laboratories

Larry L. Hendren, PE, RG
David A. Bennett, PE
Timothy J. Reed, PLS
Morton L. Ratliff, PLS
John M. Eppenauer, PLS
Bruce A. Dawson, PE
Clifford S. Jarvis, PE

Randall A. Lee, PE, RG
Timothy J. O' Connor, PE
Benjamin A. Ross, PE
Kerry A. Turpin, PLS
Rebecca L. Brooks, PE
Gregory S. Hayes, PE

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499
E-Mail ess@ess-inc.com
<http://www.ess-inc.com>

HOURLY FEE SCHEDULE

January 1, 2002

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$ 85.00/hour
Registered Professional Engineer	\$ 80.00/hour
Registered Land Surveyor	\$ 75.00/hour
Registered Geologist	\$ 75.00/hour
Engineer In Training	\$ 50.00-60.00/hour
Engineering Technician	\$ 36.00-48.00/hour
CAD Operator	\$ 42.00-50.00/hour
Secretary	\$ 40.00/hour
2 Man Field Crew	\$ 90.00-120.00/hour
3 Man Field Crew	\$120.00-150.00/hour
Computer	\$ 50.00/hour
EDM Equipment	\$ 100.00/day
Drill Rig	\$ 55.00-\$100.00/hour
Large Format Copies	\$ 3.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.40/mile

NOTES

1. The exact rate for field crew depends upon the composition of the crew involved.
2. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
3. Overtime charges at 1.4 times above rates.

Other Offices
Jefferson City, Missouri • Sedalia, Missouri

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of MARCH, 2002, 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 Louis Berger Group, 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.

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.

or materially changed JAC

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 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. **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 LOUIS BERGER GROUP, INC.

By Gary D. Chegwidden

Title Senior Associate

Dated: 3/25/2002

BOONE COUNTY, MISSOURI

By Jim Stamps

Presiding Commissioner

Dated: 03/07/02

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Nolan Jr
County Clerk

APPROVED:

David Mills
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 by se 7/26/02
Auditor Date

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of MARCH, 2002, 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 A Civil 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 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.

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 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. **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.

A CIVIL GROUP

By Jay Coobhart

Title CHIEF OPERATING MEMBER

Dated: 3/11/02

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 03/07/02

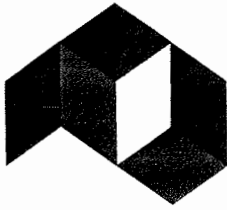
ATTEST:

Wendy J. Nolen
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 encumbrance required 2/26/02
Auditor [Signature] Date



A CIVIL GROUP

CIVIL ENGINEERING • PLANNING • SURVEYING

THE GROUP
JAY, DONNA, NEAL,
BILL, LAURA, JONATHAN,
SUZANNE, SETH

SUMMARY OF CHARGES

January 1, 2002

ENGINEERING	\$75.00-80.00/HOUR
SURVEYING	\$65.00-80.00/HOUR
DRAFTING	\$55.00-65.00/HOUR
FIELD WORK	\$85.00-110.00/HOUR
RESEARCH	\$50.00/HOUR
DELIVERIES	\$40.00/HOUR
OUTSIDE COPIES	ACTUAL EXPENSE

OPTIONAL CHARGES

LARGE COPIES	\$2.25/EACH
REGULAR COPIES	\$0.25/EACH
IRONS	\$2.25/EACH
STAKES	\$0.50/EACH
MILEAGE	\$0.40/EACH
LODGING EXPENSES	ACTUAL EXPENSE + 10%

1010 FAY STREET
COLUMBIA MO 65201
PHONE: 573-817-5750 FAX: 573-817-4677

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of March, 2002, 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 Brush and Associate (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.

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 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. **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.

BRUSH AND ASSOCIATE

By [Signature]

Title Vice President

Dated: 3/18/02

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 03/07/02

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Noren
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.

[Signature] Auditor 2/26/02 Date

Brush & Associates

PROFESSIONAL ENGINEERS
 JAMES V. BRUSH PE
 J. DANIEL BRUSH EIT

CONSULTING ENGINEERS AND LAND SURVEYORS
 546 NICHOLS ST. COLUMBIA, MISSOURI 65201
 PHONE: (573)442-1114 - FAX: (573)442-4851

LAND SURVEYORS
 JAMES V. BRUSH ELS
 J. DANIEL BRUSH ELS

FEF SCHEDULE

Fieldwork (2 man crew)		\$ 85.00/hr
(3 man crew)		\$110.00/hr
GPS	Quota Per Project	
Engineer		\$ 60.00/hr
Registered Land Surveyor		\$ 45.00/hr
Land Surveyor		\$ 35.00/hr
Drafting		\$ 45.00/hr
.		\$ 35.00/hr
Calculations		\$ 45.00/hr
.		\$ 35.00/hr
Expenses		Cost + 10%

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of March, 2002, 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 Allstate 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 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.

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 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. **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.

ALLSTATE CONSULTANTS

By [Signature]

Title PRESIDENT

Dated: 03/11/02

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 03/07/02

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

ATTEST:

[Signature]
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.
[Signature] Auditor [Signature] Date

RATE SCHEDULE

REVISED: DECEMBER 15, 2001

<u>ITEM</u>	<u>RATE PER HOUR</u>
PRINCIPAL ENGINEER/SURVEYOR	\$95.00
ENGINEER III.....	\$88.00
ENGINEER II.....	\$78.00
ENGINEER I.....	\$68.00
SURVEYOR.....	\$68.00
TECHNICIAN III.....	\$58.00
TECHNICIAN II.....	\$48.00
TECHNICIAN I.....	\$36.00
CREW (2 MEN).....	\$98.00
CREW (3 MEN).....	\$110.00
GPS RECEIVERS (PER UNIT).....	\$25.00
TRAFFIC COUNTERS (PER UNIT).....	\$25.00/day
FLOW METERS (PER UNIT).....	\$15.00/day
MILEAGE	\$00.365/mi.
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

A L L S T A T E C O N S U L T A N T S , P . C .

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573)875-8850
P.O. Box 156, 119 S. Main St., Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 17th day of March, 2002, 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 Shafer, Kline & Warren (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.

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 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. **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.



SHAFFER, KLINE & WARREN, INC. ■ 2940 Main Street, Kansas City, Missouri 64108-3322 ■ 816-756-0444 FAX: 816-756-1763

Tuttle-Ayers-Woodward founded 1885
 Shetlar Griffith Shetlar founded 1946
 A.C. Kirkwood & Associates founded 1947
 Shofer & Kline founded 1950
 Hamilton & Associates founded 1981

Offices in: Iola, Kansas
 Overland Park, Kansas
 Chillicothe, Missouri
 Kansas City, Missouri
 Macon, Missouri

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HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>RANGE PER HOUR</u>	<u>CLASSIFICATION</u>	<u>RANGE PER HOUR</u>
Principal	\$130-145	Engineering Technician IV	\$80-105
Associate	120-130	Engineering Technician III	60-85
Engineer IV (PE)	105-125	Engineering Technician II	50-65
Engineer III (PE)	90-110	Engineering Technician I	30-55
Engineer II (PE)	75-95	Drafter	20-35
Engineer I (EIT)	65-85	Construction Observer IV	80-90
Landscape Architect III	70-80	Construction Observer III	65-85
Landscape Architect II	60-75	Construction Observer II	50-70
Landscape Architect I	55-65	Construction Observer I	30-55
Planner III	80-110	Registered Land Surveyor	85-100
Planner II	65-85	Survey Crew/4 Person	165-195
Planner I	50-70	Survey Crew/3 Person	135-165
GIS Consultant III	75-105	Survey Crew/2 Person	110-135
GIS Consultant II	55-80	Survey Technician IV	75-95
GIS Consultant I	40-65	Survey Technician III	60-80
Controls Technician II	50-70	Survey Technician II	45-65
Photogrammetrist III	80-95	Survey Technician I	30-50
Photogrammetrist I	40-55	GPS Survey Technician	70
Secretarial/Clerical	30-50		

Equipment Costs

GPS Survey Receiver	\$20
Total station/data collector/EDM Survey Equipment	10

Note #1

The hourly rate shown for GPS Personnel and Survey Crews includes stakes, flagging, iron bars and other miscellaneous materials.

Note #2

Mileage will be charged at the rate of 38 cents per mile for passenger vehicles and 45 cents per mile for survey vehicles. Plotting and reproduction media will be charged at \$0.75 per l.f. for bond, \$1.25 per l.f. for vellum, \$1.00 per l.f. for transparent bond, and \$2.75 per l.f. for photographic glossy. Color copies will be charged at \$0.80 per 8.5 x 11 sheet and \$1.60 per 11 x 17 sheet. Subcontract expenses will be charged at quoted prices with no markup. All other reimbursable expenses incurred on a project will be charged at a rate of cost plus 10% to cover administrative overhead.

Note #3

This hourly rate schedule indicates the range of hourly charges for all classifications of employees. The individual rates of personnel from each employee classification which are assigned to the project will be used to calculate the project billing.

Effective April 1, 2001

A MULTI-DISCIPLINE APPROACH TO PROJECTS

Civil Engineers ■ Electrical Engineers ■ Mechanical Engineers ■ Landscape Architects ■ Land Surveyors ■ Planners ■ GIS Consultants ■ Photogrammetrists

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

SHAFER, KLINE & WARREN

By



Title


V.P.

Dated:

03/15/02

BOONE COUNTY, MISSOURI

By



Presiding Commissioner

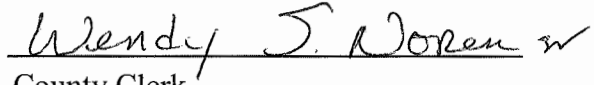
Dated:

03/07/02

APPROVED AS TO FORM:


County Attorney

ATTEST:

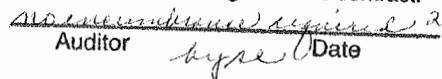

County Clerk

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.

 2/26/02
Auditor byse Date

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of March, 2002, 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 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.

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 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. **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 A. Duban*

Title PRINCIPAL

Dated: 3/15/02

BOONE COUNTY, MISSOURI

By *Ann Stamps*

Presiding Commissioner

Dated: 03/07/02

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Noren
County Clerk

APPROVED:

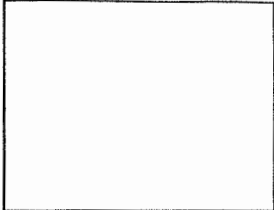
[Signature]
Director, Boone County Public Works

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 balance 7/26/02
Auditor *[Signature]* Date

FEE SCHEDULE



RATE SCHEDULE

January 2002

P1	PRINCIPAL	\$100.00
E2	SENIOR PROJECT ENGINEER 2	\$85.00
E1	SENIOR PROJECT ENGINEER 1	\$75.00
DE3	DESIGN ENGINEER 3	\$65.00
DE2	DESIGN ENGINEER 2	\$60.00
DE1	DESIGN ENGINEER 1	\$55.00
PLS	PROF. LAND SURVEYOR	\$60.00
S2	TWO MAN SURVEY CREW	\$85.00
T5	ENGINEERING TECHNICIAN 5	\$60.00
T4	ENGINEERING TECHNICIAN 4	\$53.00
T3	ENGINEERING TECHNICIAN 3	\$46.00
T2	ENGINEERING TECHNICIAN 2	\$39.00
T1	ENGINEERING TECHNICIAN 1	\$32.00
C1	ADMINISTRATIVE	\$32.00

REIMBURSABLE EXPENSES

MILEAGE	\$0.35/mile
BLUELINE COPIES	\$1.50
OTHER REIMBURSABLE EXPENSES	cost + 10%

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of MARCH, 2002, 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 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.

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 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. **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 Moen

Title

President/Manager

Dated:

3/11/02

BOONE COUNTY, MISSOURI

By

Wm Stanger

Presiding Commissioner

Dated:

03/07/02

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Woren Jr
County Clerk

APPROVED:

David Mills
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 balance 2/26/02
Auditor type Date

EFK ♦ Moen, LLC

General Consultant Services Agreement - Boone County, Missouri

Hourly Rates

Effective January 1, 2002 to January 1, 2003

Personnel Classification	Hourly Rate
Project Principal	\$130.00
Project Manager	\$105.00
Senior Engineer	\$95.00
Engineer	\$83.00
Senior Designer	\$72.00
Designer	\$55.00
Design Technician	\$48.00
Administrative Assistant	\$42.00
Professional Land Surveyor	\$105.00
Survey Crew (2 person)	\$130.00
Survey Technician	\$48.00

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of March, 2002, 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 Peopping, Stone, Bach & Associates, Inc. (herein "Consultant").

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

1. **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.

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 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. **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.

PEOPPING, STONE, BACH & ASSOCIATES, INC.

BOONE COUNTY, MISSOURI

By [Signature]

By [Signature]

Presiding Commissioner

Title President

Dated: 3/13/02

Dated: 03/07/02

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

Wendy J. Doren sr
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.

[Signature] Auditor 2/26/02 Date



PROFESSIONAL FEE SCHEDULE

<u>CLASSIFICATION</u>		<u>RATE PER HOUR</u>
14.	ADMINISTRATIVE	\$36.00
13E/13A.	ENGINEERING/ARCHITECTURAL AID	\$49.00
12E/12A.	ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I	\$66.00
11E/11A.	ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II	\$76.00
10E/10A.	SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.	\$82.00
9.	SUPERVISING TECHNICIAN	\$90.00
8.	LAND SURVEYOR	\$91.00
7E/7A.	ENGINEER/ARCHITECT/GIS SPECIALIST I	\$89.00
6E/6A.	ENGINEER/ARCHITECT/GIS SPECIALIST II	\$99.00
5E/5A.	ENGINEER/ARCHITECT/GIS SPECIALIST III	\$104.00
4E/4A.	ASSOCIATE ENGINEER/ASSOCIATE ARCHITECT	\$109.00
3E/3A.	PROJECT ENGINEER/PROJECT ARCHITECT	\$114.00
2.	PROJECT MANAGER	\$119.00
1.	PRINCIPAL OF FIRM	\$132.00

OUT-OF-POCKET EXPENSES

PHONE CALLS, MEALS AND LODGING	COST
BLUEPRINTS, AERIAL PHOTOS, PHOTOCOPIES	COST + 15%
MILEAGE	\$0.365 PER MILE

FIELD PARTY EXTRAS

STAKES, IRON PINS, CONCRETE MONUMENTS, ETC	COST + 15%
--------------------------------------------	------------

SPECIAL ITEMS

COMPRESSIVE STRENGTH TESTING OF CONCRETE CYLINDERS/EACH	\$20.00
COMPUTER TIME/HOUR	\$15.00
COURT TESTIMONY BY LICENSED PROFESSIONALS	\$1400 PER DAY
SPECIAL CONSULTANTS	COST + 15%
COMPUTERIZED RENDERING AND ANIMATION	\$78/HOUR

THESE RATES EFFECTIVE UNTIL DECEMBER 31, 2002

EMPLOYEE CLASSIFICATIONS

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of March, 2002, 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 Devine deFlon Yaeger, 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.

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 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. **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.

DEVINE DEFLON YAEGER, INC.

By Robert W. Whitehead

Title Principal / Exec Vice Pres

Dated: 3/15/02

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 03/07/02

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wandy S. Woren sr
County Clerk

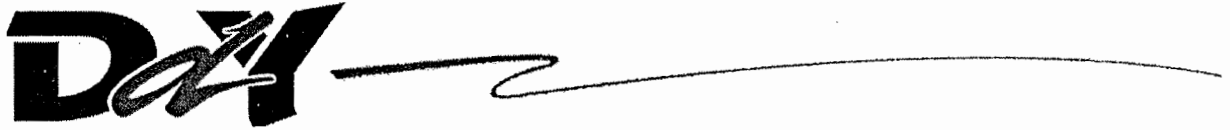
APPROVED:

David Mink
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.

[Signature] 3/26/02
Auditor byal Date



Hourly Billing Rates — Engineering
2002

Principal	\$ 150
Engineers, Project Manager	\$ 90
Engineers, Design	\$ 80
Engineers, Field	\$ 70
Engineers in Training, Design or Field	\$ 60
Registered Land Surveyor	\$ 70
Land Surveyor in Training	\$ 50
Design Technician	\$ 45
Computer Drafting Technician	\$ 40
Survey Party Chief	\$ 50
Survey Crew Person	\$ 40
2-Man Survey Crew	\$ 90
3-Man Survey Crew	\$ 120
Global Positioning System (GPS) w/o Crew	\$ 60
Clerical	\$ 30

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of MARCH, 2002, 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 Smith & Company Engineers (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.

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 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. **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.

SCHEDULE OF FEES AND CHARGES – CALENDAR YEAR 2002

The following describes the basis for compensation for time and materials services performed during the calendar year 2002. This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases and the expected general and overhead costs for the new year.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the following Unit Priced Hourly Rates for the labor classifications indicated. Appearance as expert witnesses at court trials, arbitration hearings, mediation and depositions will be charged at rates per separate proposal.

<u>Labor Classification</u>	<u>Hourly Rate (\$)</u>	<u>Labor Classification</u>	<u>Hourly Rate (\$)</u>
Principal	\$150.00	Chief Surveyor	\$108.00
Chief Engineer	\$108.00	Registered Land Surveyor*	\$63.00
Project Manager/Engineer IV	\$94.00	Survey Drafter*	\$55.00
Engineer III	\$77.00	Survey Party Chief*	\$36.00
Engineer II	\$69.00	Survey Technician*	\$30.00
Engineer I/Senior Technician	\$60.00	Chief Driller	\$50.00
Senior Drafter*	\$46.00	Drilling Technician*	\$23.00
Drafter*	\$38.00	Chief Geologist	\$91.00
Technician*	\$35.00	Environmental Geologist II	\$60.00
Secretary*	\$30.00	Environmental Geologist I	\$50.00

Overtime (hours worked in excess of forty (40) hours per week) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel (classifications identified with an asterisk “*”) will be charged at 1.5 times the above hourly rates.

EQUIPMENT CHARGES

<u>Item</u>	<u>Charge</u>
CME 45 Truck-Mounted Drill Rig	\$30.00 per hour
CME 750 Buggy-Mounted Drill Rig	\$65.00 per hour
Drill Support Truck	\$100.00 per day
12-Yard Dump Truck	\$45.00 per hour
Backhoe	\$350.00 per day
GPS Survey Equipment	\$200.00 per day
Nuclear Density Meter	\$50.00 per day

Mobilization charge for drilling equipment, backhoe, and dump truck to be determined for each work order.

Equipment and trucking charges do not include operator rates. Operator/driver to be charged according to the Labor Hourly Rates above.

LABORATORY TESTING SERVICES

The charges for geotechnical and construction materials testing performed at the Smith&Company laboratory shall be set forth in a separate Schedule of Laboratory Testing Charges. The scope of laboratory testing and estimated total laboratory costs will be identified in the proposal or work order.

OTHER PROJECT CHARGES

The cost of services subcontracted by Smith & Company to others and other costs incurred by Smith & Company will be charged at cost plus 15%.

Mileage for field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at \$0.345 per mile, or at the rate otherwise established by the Internal Revenue Service.

The use of other specialized equipment, if needed, will be according to fixed rental rates set forth in a separate Schedule of Specialized Equipment Charges, to be provided with the proposal or work scope.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

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

SMITH & COMPANY ENGINEERS

By 

Title CEO

Dated: 03/13/02

BOONE COUNTY, MISSOURI

By 

Presiding Commissioner

Dated: 03/07/02


APPROVED AS TO FORM:


County Attorney

ATTEST:

Wendy S. Woren
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 3/26/02
Auditor ayax Date

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 7th day of March, 2002, 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 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.

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 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.

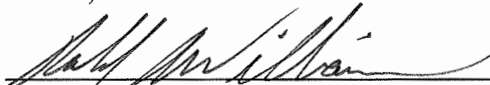
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

12. **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.

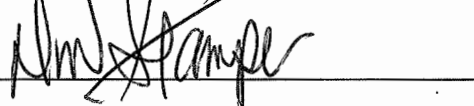
BUCHER, WILLIS & RATLIFF CORP.

By 

Title Executive Vice President

Dated: 3-11-02

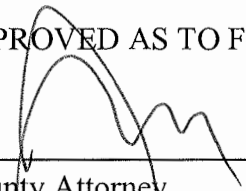
BOONE COUNTY, MISSOURI

By 

Presiding Commissioner

Dated: 03/07/02

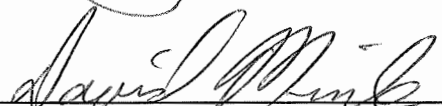
APPROVED AS TO FORM:


County Attorney

ATTEST:

Wendy J. Woren *W*
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 unencumbered assigned 2/26/02
Auditor byrne Date

BUCHER, WILLIS & RATLIFF CORPORATION
HOURLY RATES
THROUGH DECEMBER 31, 2002

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 165.00
Senior Project Manager	\$ 130.00
Project Manager	\$ 120.00
Technical Manager	\$ 115.00
Senior Engineer	\$ 115.00
Design Engineer IV	\$ 100.00
Design Engineer III.....	\$ 90.00
Design Engineer II.....	\$ 70.00
Design Engineer I	\$ 60.00
Senior Planner	\$ 90.00
Planner II	\$ 80.00
Planner I.....	\$ 70.00
Senior Architect.....	\$ 115.00
Architect II.....	\$ 95.00
Architect I	\$ 70.00
Architectural Intern.....	\$ 55.00
Senior Park Planner.....	\$ 115.00
Senior Landscape Architect.....	\$ 115.00
Landscape Architect III	\$ 80.00
Landscape Architect II	\$ 70.00
Landscape Architect I	\$ 55.00
Senior Technician.....	\$ 90.00
Technician III	\$ 80.00
Technician II	\$ 70.00
Technician I	\$ 55.00
Draftsman	\$ 45.00
Senior Registered Land Surveyor.....	\$ 85.00
Registered Land Surveyor.....	\$ 70.00
Two-Man Survey Crew.....	\$ 125.00
Survey Technician	\$ 60.00
Administrative Assistant.....	\$ 75.00
Word Processor.....	\$ 50.00
Clerical	\$ 35.00
Nuclear Testing Gauge	\$ 45.00/Unit/Day
Traffic Studies Equipment.....	\$ 15.00/Unit/Day
Mileage.....	\$ 0.365/Mile
Survey Vehicle Mileage	\$ 0.45/Mile

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

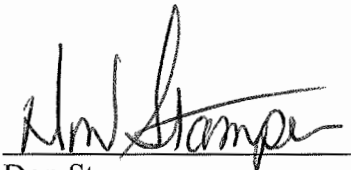
March Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 7th day of March 20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the legal services cooperative agreement between the Boone County Regional Sewer District and the County of Boone. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreements.

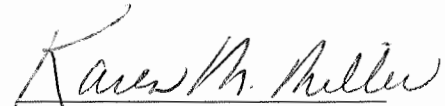
Done this 7th day of March, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

2/19/02
12A-2002

LEGAL SERVICES COOPERATIVE AGREEMENT

This agreement dated the 19 day of Feb, 2002, is made by and between Boone County, Missouri, a political subdivision of the state of Missouri through the Boone County Commission, referred to in this agreement as "County" and Boone County Regional Sewer District referred to in this agreement as "District."

This agreement is made to specify the terms and conditions of contracted legal services for the benefit of District provided by County through the office of the Boone County Counselor (referred to in this agreement as "Attorney") and for that purpose the parties agree as follows:

1. **Services of Attorney** - During the term of this agreement and any extensions of it Attorney shall act as general counsel for District and provide all legal services required of District which are not otherwise provided to District under other contract; all such services shall be performed and provided in a manner consistent with the rules of professional responsibility applicable to the attorneys licensed to practice law in this state and subject to the terms and conditions of this agreement. In this regard it is agreed that Attorney shall not be required to provide any legal services which are inconsistent or in conflict with the rules of professional responsibility applicable to attorneys licensed to practice law in this state as established by the Missouri Supreme Court and in the event of a potential violation of such rules arises, the County and District both agree to not require Attorney to engage in such services and when necessary will retain other legal counsel to avoid any such violations.

2. **Conflicts of Interest** - If either District, County, or Attorney believe that potential or actual conflict of interest has or may arise as a result of any communication or transaction involving County through its County Commission and District through its Board of Trustees, such potential or actual conflict shall be disclosed by or to Attorney and Attorney shall,

consistent with the rules of professional responsibility applicable to attorneys in Missouri, obtain all parties consent to continued representation with respect to the matter involving a potential or actual conflict of interest, or withdraw from representation concerning the matter at issue permitting the District and County to obtain separate counsel at their own expense.

3. ***Contractual Relationship*** - It is agreed that Attorney is a full time employee of County subject to the general supervision and control of the Boone County Commission. Legal services performed under this agreement shall be provided to District by Attorney as an independent contractor pursuant to sections 56.640 & 70.220 RSMo and Attorney shall not be considered or act as a District employee. Accordingly, it is agreed that County shall be responsible for all employer financial, insurance, and tax obligations, as well as professional expenses and overhead, except as otherwise provided in this agreement.

4. ***Compensation*** - County shall be compensated for Attorney's legal services provided to District on a time billed and expense incurred basis under the following schedule:

4.1 ***General Services*** - District agrees to pay and reimburse County for legal services under this agreement at a rate of \$80.00 per hour for all time spent in providing legal services to or on behalf of District, but not less than \$12,000.00 per calendar year for time based legal services. County may adjust the hourly rate for services as a part of its annual budgeting process to recover all actual pro rata expenses incurred by County in funding the office of County Counselor and shall notify District of any anticipated rate change at least sixty (60) days in advance of the beginning of any calendar year.

4.2 ***Reimbursable Expenses*** - District shall pay or reimburse County for expenditures made on behalf of the District which are uniquely attributable to District business and not absorbed as a part of law office overhead within the budget established by County for

legal services, including court filing fees and court costs, process server fees, special computer aided or paraprofessional legal research services, printing, long distance telephone calls made on behalf of the District, litigation expenses such as the cost of depositions, expert witnesses, investigators and travel expenses consistent with county policies for reimbursement of employees for travel expenses. Attorney shall notify and obtain District's consent before incurring reimbursable expenses whenever practicable unless expenditure is immediately necessary in order to protect District's interests. County agrees to require Attorney to itemize and document all such reimbursable expenses on statements provided to District.

5. **Billings** - County shall require Attorney to keep itemized time records in 1/10th hour increments for all time-billed legal services and expenses incurred each month and, subject to the need to preserve the attorney-client privilege or other lawful privilege, make such time records available to District or its independent outside auditor, and to the general public under applicable open meetings and records law. All billings shall be submitted to the District for payment monthly which shall be paid by District to County no later than the 30 days after the billing date.

6. **Records** - Information, communications and records provided, made or retained by or on behalf of District within the scope of legal services provided under this agreement shall be subject to the attorney-client privilege unless waived by District or its authorized representative. It is agreed that Attorney shall not be required retain original legal documents with signatures and it shall be the obligation of District to retain all written communications and documents prepared by Attorney in the course of rendering services under this agreement which are transmitted or communicated to District. It is further agreed that all work product of Attorney

may be kept in written, electronic, or electronic image form as an alternative to written form. In the event this agreement is terminated, District shall be obligated to: (a) notify Attorney in writing of any files or other documents it desires returned or provided to District which were prepared or retained as a part of services under this agreement, and (b) pay the actual cost of reproducing and transmitting any instruments of service or other writings or communications prepared or retained as a part of services rendered under this agreement which were not previously transmitted to District by Attorney. District shall provide any such notification within thirty (30) days of the date this agreement is terminated; in the event such notice is not given or is not received within such thirty (30) day time period, then Attorney is thereby authorized to destroy or otherwise dispose of any and all such records at Attorney's discretion.

7. ***Duration of Agreement*** - This agreement shall be effective from and after January 1, 2002, and extend through calendar year 2002. Subject to appropriations being made available to fund the anticipated obligations under this agreement, this agreement shall automatically renew for each additional calendar year after 2002 unless either party gives written notice of its intent to terminate or renegotiate this agreement, or part thereof, at least forty-five (45) days in advance of the end of the calendar year. This agreement may be terminated by County or District at any time upon ten (10) days notice if an Attorney providing legal services to District under this agreement ceases employment with County or the office of County Counselor is eliminated.

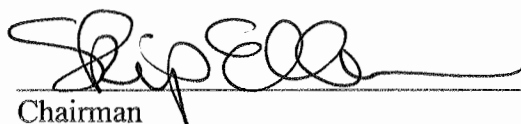
8. ***Delegation of Duties*** - Attorney may delegate the provision of legal services to qualified attorneys on a temporary basis as need dictates to provide legal services when Attorney is absent from the county or when due to illness, injury or other reason which creates a need for additional or substitute legal services. Any such temporary attorney shall serve at the discretion


of Attorney and be paid by County and billed to District under the rates in effect under this agreement, provided that Attorney shall not delegate provision of legal services to any attorney to whom the District objects in writing.

9. **Modification and Amendment** - This agreement constitutes the entire agreement and may only be modified or amended by signed writing executed with the same formality as this agreement.

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

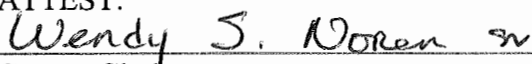
Boone County Regional Sewer District
By Its Board of Trustees

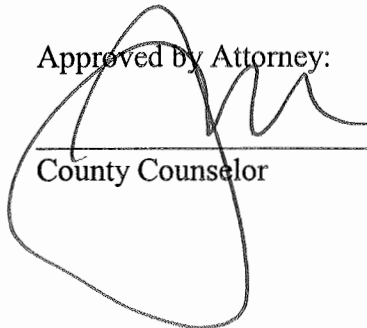

Chairman

ATTEST:

(Assistant) Secretary

Boone County, Missouri
By Its County Commission


Presiding Commissioner

ATTEST:

County Clerk

Approved by Attorney:

County Counselor

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.
Revenue only - No Encumbrance Required
Auditor _____ Date *KF 2/28/2002*

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 7th day of March 20 02

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept Scottish Rite plat 2. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

Done this 7th day of March, 2002.

Don Stamper
Presiding Commissioner

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner