

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 17<sup>th</sup> day of February 20 04

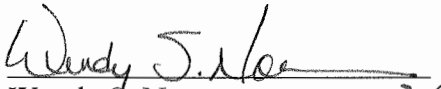
the following, among other proceedings, were had, viz:

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

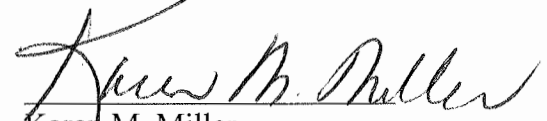
- Allstate Consultants
- Berger, Devine, Yaeger, Inc.
- Brush and Associates
- A Civil Group
- CM Engineering
- Engineering Surveys and Services
- Farnsworth Group
- Mitzel and Scroggs
- Peopping, Stone, Bach & Associates, Inc.
- Shafer, Kline, & Warren
- Smith & Company Engineers

Done this 17<sup>th</sup> day of February, 2004.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

absent  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**GENERAL CONSULTANT SERVICES AGREEMENT**      45-2004  
**(Fiscal Year 2004)**

**THIS AGREEMENT** dated this 17 day of Feb, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Berger, Devine, 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 or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BERGER, DEVINE, YAEGER, INC.**

By Robert W Whitehead

Title PRINCIPAL / EXEC VP

Dated: January 28, 2004

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED:

[Signature]  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By [Signature]  
ACTING  
SKIP ELKIN, Presiding Commissioner

Dated: 17 February 2004

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.

no encumbrance required 2/5/04  
Auditor [Signature] Date

**BERGER DEVINE YAEGER, INC.**

**STANDARD HOURLY RATE SCHEDULE  
2004**

Principal	\$ 120.00 – 175.00
Project Manager	85.00 – 120.00
Project Architect, Engineers, or Planner	75.00 – 115.00
Architect , Engineers, or Planner	65.00 – 95.00
Design Technician	50.00 – 55.00
Computer Drafting Technician	40.00 - 65.00
Clerical	30.00 - 35.00
Consultants	At their direct cost Plus 10%

In addition to the above, Berger Devine Yaeger, Inc. shall be reimbursed for miscellaneous expenses incurred in connection with the project such as filing fees, printing, research materials, equipment rental, mileage, per diem, postage and handling, and other related expenses will be billed at their direct cost.

**PRINTING: (IN HOUSE)**

Photo Copies (8.5" x 11")	@ \$ .07 per copy
Photo Copies (11" x 17")	@ \$ .15 per copy
Bond Prints (24" x 36")	@ \$ .13 per sq. foot = \$.78
Bond Prints (30" x 42")	@ \$ .13 per sq. foot = \$1.1375
Vellum (24" x 36")	@ \$ .25 per sq. foot = \$1.50
Vellum (30" x 42")	@ \$ .25 per sq. foot = \$2.1875
Mylar (24" x 36")	@ \$3.75 per sq. foot = \$22.50
Mylar (30" x 42")	@ \$3.75 per sq. foot = \$32.81

**MILEAGE:**

Vehicle Mileage (Truck or Auto) @ current IRS rate.

The above schedule is upgraded once each year in January and the current rates in effect at the time of service shall apply.



**GENERAL CONSULTANT SERVICES AGREEMENT**  
**(Fiscal Year 2004)**

45-2004

**THIS AGREEMENT** dated this 30<sup>th</sup> day of January, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and 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 or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

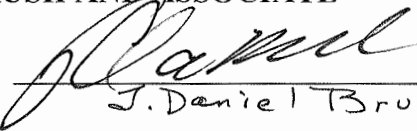
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

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

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

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

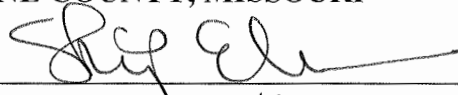
**BRUSH AND ASSOCIATE**

By   
J. Daniel Brush

Title Vice President

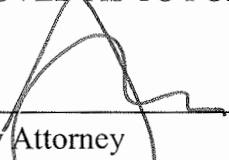
Dated: January 30, 2004

**BOONE COUNTY, MISSOURI**

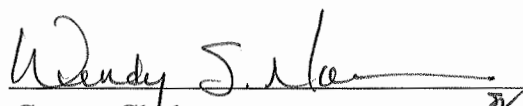
By   
ACTING  
SKIP ELKIN Presiding Commissioner

Dated: 17 February 2004

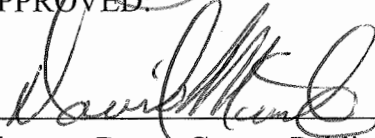
APPROVED AS TO FORM:

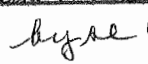
  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Public Works

CERTIFICATION:  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
no encumbrance required 2/5/04  
Auditor  Date

# **BRUSH & ASSOCIATES**

CONSULTING ENGINEERS AND LAND SURVEYORS  
506 NICHOLS STREET, SUITE A COLUMBIA, MISSOURI 65201  
PHONE : (573) 442-3110 FAX: (573) 442-4851

PROFESSIONAL ENGINEERS  
JAMES W. BRUSH PE  
J. DANIEL BRUSH PE

LAND SURVEYORS  
JAMES W. BRUSH RLS  
J. DANIEL BRUSH RLS

## **FEE SCHEDULE**

<b>Fieldwork</b>	<b>(2 man crew)</b> .....	<b>\$ 85.00/hr</b>
	<b>(3 man crew)</b> .....	<b>\$ 110.00/hr</b>
<b>GPS</b> .....		<b>Quote Per Project</b>
<b>Engineer</b> .....		<b>\$ 60.00/hr</b>
<b>Registered Land Surveyor</b> .....		<b>\$ 60.00/hr</b>
	<b>Land Surveyor</b> .....	<b>\$ 40.00/hr</b>
<b>Drafting</b> .....		<b>\$ 60.00/hr</b>
	.....	<b>\$ 40.00/hr</b>
<b>Calculations</b> .....		<b>\$ 60.00/hr</b>
	.....	<b>\$ 40.00/hr</b>
<b>Expenses</b> .....		<b>Cost + 10%</b>

**GENERAL CONSULTANT SERVICES AGREEMENT**  
**(Fiscal Year 2004)**

45-2004

**THIS AGREEMENT** dated this 17 day of Feb, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and 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 or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A CIVIL GROUP**

By Jay Gebhardt

Title CHIEF OPERATING MEMBER

Dated: 1/27/04

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED:

[Signature]  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By [Signature]

ACTING  
SKIP ELKIN, Presiding Commissioner

Dated: 17 FEBRUARY 2004

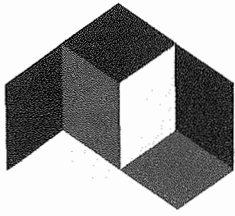
ATTEST:

[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.

no unencumbered amount 2/5/04  
Auditor [Signature] Date



# A CIVIL GROUP

CIVIL ENGINEERING • PLANNING • SURVEYING

## HOURLY FEE SCHEDULE January 1, 2004

<u>Services of:</u>	<u>Rate</u>
Jay Gebhardt, P.E., P.L.S. Engineer/Land Surveyor	\$ 80.00
Neal Slattery, P.L.S., EIT. Engineer/Land Surveyor	\$ 75.00
Dave Oldham, P.E. Engineer	\$ 75.00
2- Man Survey Crew	\$ 85.00
3- Man Survey Crew	\$ 110.00
Bill Carter, Surveyor, Crew Chief	\$ 65.00
Jonathan Carter, Surveyor, Crew Chief	\$ 50.00
Gary Brown, Kellen Turner Survey Crew Person	\$ 50.00
Seth Warn, Brent Brown, Spencer Haskamp Designers	\$ 55.00
Suzanne Gebhardt, Research	\$ 50.00
Engineering assistant	\$ 40.00

Note:

Overtime charges at 1.4 times above rates.

**GENERAL CONSULTANT SERVICES AGREEMENT**      45-2004  
**(Fiscal Year 2004)**

**THIS AGREEMENT** dated this 17 day of Feb, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CM Engineering (herein "Consultant").

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

1.      **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

CM ENGINEERING  
By *Tracy A. Russell*  
Title *Principal*

BOONE COUNTY, MISSOURI  
By *SKIP ELKIN*  
ACTING  
SKIP ELKIN, Presiding Commissioner

Dated: *January 21, 2004*

Dated: *17 February 2004*

APPROVED AS TO FORM:

*[Signature]*  
County Attorney

ATTEST:

*Wendy J. Noe*  
County Clerk

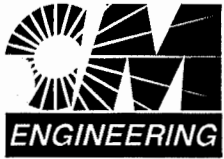
APPROVED:

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

CERTIFICATION:

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

*no encumbrances required 2/5/04*  
Auditor *by [Signature]* Date



## ***HOURLY FEES***

---

Principal Engineer.....	\$105.00/hour
Engineer .....	\$75.00/hour
Designer .....	\$55.00/hour
Drafter .....	\$45.00/hour
Clerical/Administrative .....	\$40.00/hour

Reimbursable Expenses are Billed at Cost plus 10%

**GENERAL CONSULTANT SERVICES AGREEMENT 45-2004**  
**(Fiscal Year 2004)**

**THIS AGREEMENT** dated this 22<sup>nd</sup> day of January, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and 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 or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

ENGINEERING SURVEYS AND SERVICES, INC.

BOONE COUNTY, MISSOURI

By [Signature]

By [Signature]

ACTING  
SKIP ELKIN, Presiding Commissioner

Title President

Dated: 1/22/04

Dated: 17 FEBRUARY 2004

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Attorney

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 2/5/04  
Auditor [Signature] 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  
Richard J. Rolsing, PE

Randall A. Lee, PE, RG  
Timothy J. O' Connor, PE  
Benjamin A. Ross, PE  
Darrell G. Hartley, PE  
Clifford S. Jarvis, PE  
Jerry S. Dill, PLS

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

## HOURLY FEE SCHEDULE

January 1, 2004

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$ 90.00/hour
Registered Professional Engineer	\$ 80.00-85.00/hour
Registered Land Surveyor	\$ 80.00/hour
Registered Geologist	\$ 75.00/hour
Project Surveyor	\$ 70.00/hour
Engineer In Training	\$ 60.00-70.00/hour
Engineering Technician	\$ 36.00-48.00/hour
CAD Operator	\$ 42.00-50.00/hour
Secretary	\$ 40.00-45.00/hour
2 Man Field Crew	\$100.00-120.00/hour
3 Man Field Crew	\$120.00-150.00/hour
Computer	\$ 50.00/hour
EDM Equipment	\$100.00/day
Global Positioning System Equipment	\$200.00/day
Drill Rig	\$ 85.00-\$150.00/hour
Large Format Copies	\$ 3.50-\$ 5.50 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

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January 1, 2004

Page 1 of 6

## SCHEDULE OF LABORATORY TESTING FEES

### WASTEWATER AND WATER ANALYSIS

### UNIT PRICE

Biochemical Oxygen Demand (5-day BOD)	\$ 35.00
Chemical Oxygen Demand (COD)	32.00
Fecal Coliform Bacteria	26.00
Total Coliform Bacteria	54.00
Dissolved Oxygen (DO)	13.00
Hydrogen Sulfide	13.00
Total Solids (Residue/Matter)	13.00
Total Filterable (Dissolved)	13.00
Total Nonfilterable (Suspended)	13.00
Total Volatile	13.00
Settleable	13.00
pH	6.00
Acidity	11.00
Alkalinity	11.00
Bicarbonate Alkalinity	11.00
Carbonate Alkalinity	11.00
Phenolphthalein	11.00
Carbonate Hardness	18.00
Noncarbonate Hardness	19.00
Conductivity	8.00
Grease & Oil, infrared	34.00
Grease & Oil, Soxhlet	64.00
Turbidity	11.00
Specific Gravity	13.00
"NO DISCHARGE" NPDES Report	32.00
Sample Preparation, when required	Hourly
Two Hour Minimum	

Other Offices

Jefferson City, Missouri • Sedalia, Missouri

*Engineering Surveys and Services*

January 1, 2004

Page 2 of 6

**SCHEDULE OF LABORATORY TESTING FEES****ANALYSIS FOR ELEMENTS & METALS**

	<u>UNIT PRICE</u>		<u>UNIT PRICE</u>
Aluminum	\$ 15.00	Nickel (Ni)	\$ 15.00
Antimony (Sb)	28.00	Nitrogen (N)	
Arsenic (As)	29.00	Ammonia (NH4)	17.00
		Nitrate (NO3)	17.00
Barium (Ba)	15.00	Nitrite (NO2)	17.00
Beryllium (Be)	21.00	Kjeldahl	29.00
Bismuth (Bi)	29.00	Organic	29.00
Boron (B)	21.00		
		Phenols	55.00
Cadmium (Cd)	15.00	Phosphate, Ortho	21.00
Calcium (Ca)	15.00	Phosphorous, Total	21.00
Carbon, Organic (TOC)	32.00	Potassium (K)	15.00
Chloride (Cl)	16.00		
Chlorine, Demand	30.00	Selenium (Se)	29.00
Chlorine, Residual	17.00	Silicon (Si)	17.00
Chromium (Cr)	15.00	Silver (Ag)	15.00
Chromium, Hex.(Cr-VI)	18.00	Sodium (Na)	15.00
Cobalt (Co)	15.00	Sulfate (SO4)	16.00
Copper (Cu)	15.00	Sulfide (S)	16.00
Cyanide (Cn)	36.00	Sulfite (SO3)	16.00
Cyanide, ATC (Cn)	21.00		
		Thallium (Tl)	29.00
Fluoride (F)	22.00	Tin (Sn)	29.00
		Titanium (Ti)	22.00
Iodine (I)	21.00		
Iron (Fe)	15.00	Vanadium (V)	29.00
		Zinc (Zn)	15.00
Lead (Pb)	15.00		
Lithium (Li)	29.00	Sample preparation	
		when required	Hourly
Magnesium (Mg)	15.00		
Manganese (Mn)	15.00	Two Hour Minimum	
Mercury (Hg)	32.00		
Molybdenum (Mo)	15.00		

All metals shown are quoted per analysis for "dissolved" concentration using flame AA.

- Analysis for "total" metal concentration will be performed for an additional cost of \$10.00 per sample.

- Low level analysis by Graphite Furnace AA will be performed at a cost of \$35.00 per metal on each sample.

*Engineering Surveys and Services*

January 1, 2004

Page 3 of 6

**SCHEDULE OF LABORATORY TESTING FEES**

<b><u>ORGANIC ANALYSIS</u></b>	<b><u>UNIT PRICE</u></b>
Pesticides	\$165.00
Herbicides	205.00
Polychlorinated Biphenyls (PCB)	
In Water	160.00
In Transformer Oil	160.00
In Tissue	160.00
In Sediment/Soil	160.00
Trihalomethanes	130.00
Total Organic Halides	75.00
Volatile Organic Compounds (VOC)	260.00
BTEX (Benzene, Toluene, Ethylbenzene, Xylene)	88.00
Total Petroleum Hydrocarbons - Diesel Range	160.00
Total Petroleum Hydrocarbons - Gasoline Range	90.00
<b><u>HAZARDOUS WASTE ANALYSIS</u></b>	
Toxicity Characteristic Leaching Procedure (TCLP)	
Metals Extraction	175.00
ZHE Volatiles, Semivolatiles, Pesticides, Herbicides	340.00
Ignitability (Flashpoint)	55.00
Reactivity	65.00
Paint Filter Test	27.00
Sample Preparation when Required	Hourly
Two Hour Minimum	

*Engineering Surveys and Services*

January 1, 2004

Page 4 of 6

**SCHEDULE OF LABORATORY TESTING FEES**

<u>COAL ANALYSIS</u>	<u>UNIT PRICE</u>
Short Proximate Coal Analysis (Moisture, Ash, BTU, Sulfur)	\$45.00
Proximate Coal Analysis (Moisture, Ash, BTU, Sulfur, Volatile Matter and Fixed Carbon)	50.00
Ultimate Analysis	100.00
Proximate and Ultimate	110.00
Mineral Analysis of Ash	190.00
Sulfur Forms	60.00
Float and Sink, per gravity	15.00
Ash	16.00
Ash and Sulfur	24.00
Ash, Sulfur and BTU	36.00
Total Moisture	25.00
Equilibrium Moisture	50.00
Ash Fusion, 4-point	36.00
Ash Fusion, 8-point	60.00
Hardgrove Grindability	50.00
Free Swelling Index	12.00
Water Soluble Alkalies	55.00
Screen Tests	By Quote
Washability Studies	By Quote
Sample preparation of coal samples over 50 pounds	Hourly
 <b><u>GEOCHEMICAL ANALYSIS</u></b>	
pH (paste)	7.00
Acid-Base Accounting:	
Total Sulfur	16.00
Neutralization Potential	25.00
BTU and Sulfur	24.00
Pyritic Sulfur	45.00
Electrical Conductivity	10.00
Organic Matter	5.00
Trace Elements	See page 2
Sample Preparation, when required	
Two Hour Minimum	Hourly



*Engineering Surveys and Services*

January 1, 2004

Page 5 of 6

**SCHEDULE OF LABORATORY TESTING FEES**

<u>CONCRETE</u>	<u>UNIT PRICE</u>
*Cylinder-compressive strength	13.00
Cylinder molds, each	1 .00
Mix Design	By Quote
Slump, Air Content & Cylinders	Hourly
Core Drilling and Testing	By Quote
Special handling of cores or irregular size specimens	Hourly
<u>AGGREGATE</u>	
Sieve Analysis, dry	45.00
Sieve Analysis, wet	65.00
Materials finer than #200 sieve by washing	40.00
Specific gravity & absorption	45.00
Unit weight	35.00
Organic impurities in fine aggregate (colorimetric)	22.00
Lightweight pieces (coal & lignite)	50.00
Clay lumps & Friable Particles	50.00
Chert content of coarse aggregate	35.00
Thin or Elongated Pieces in coarse aggregate	35.00
Soundness by Sodium or Magnesium Sulfate (5 cycle)	175.00
Freeze-Thaw	150.00
Los Angeles Abrasion of coarse aggregate	150.00
<u>ASPHALT</u>	
Density and Stability (1 sample)	50.00
Density and Stability (3 samples)	72.00
Extraction Test for Oil	65.00
Sieve Analysis of Extracted Aggregates	55.00
<u>STRUCTURAL STEEL</u>	
Magnetic Particle, Tensile Bolt, and Welded Stud Testing	Hourly
Ultra-Sonic Weld Testing Equipment	100.00 per day

Two Hour Minimum Charge.

\*Cylinder pickup included in Columbia and Jefferson City.

*Engineering Surveys and Services*

January 1, 2004

Page 6 of 6

**SCHEDULE OF LABORATORY TESTING FEES**

<u>SOIL</u>	<u>UNIT PRICE</u>
Classification Tests:	
Moisture Content	\$8.00
Particle-Size Analysis, wet sieve	65.00
Particle-Size Analysis, hydrometer	65.00
Material finer than #200 sieve	35.00
Specific Gravity	45.00
Atterberg Limits (LL, PL & PI)	40.00
Shrinkage Limit	40.00
Dry Density of undisturbed sample	25.00
Shear Tests:	
Unconfined Compression (qu)	45.00
Triaxial (Q), multistage	185.00
Compressibility Tests:	
Consolidation	310.00
Swell	110.00
Compaction Tests:	
Standard Proctor	150.00
Modified Proctor	170.00
Field Density Testing-Sand Cone	Hourly
-Nuclear Meter	Hourly plus 10.00
California Bearing Ratio	110.00
Permeability	
-Flexible Wall Permeability	285.00
Drilling and Sampling:	
Equipment and Crew	By Quote
3" Diameter Shelby Tubes	12.00
Sample Jars	2.00
Sample Preparation, when required	Hourly
Two Hour Minimum Charge.	

**GENERAL CONSULTANT SERVICES AGREEMENT** 45-2004  
**(Fiscal Year 2004)**

**THIS AGREEMENT** dated this 17 day of Feb, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Farnsworth Group (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

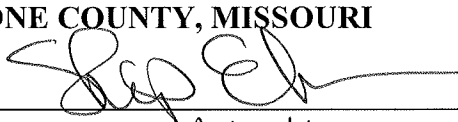
**FARNSWORTH GROUP**

By   
Robert Polk PE

Title Principal

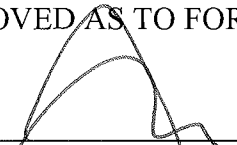
Dated: 1/22/04

**BOONE COUNTY, MISSOURI**

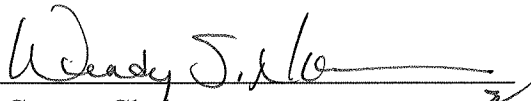
By   
SKIP ELKIN, <sup>ACTING</sup> Presiding Commissioner

Dated: 17 FEBRUARY 2004

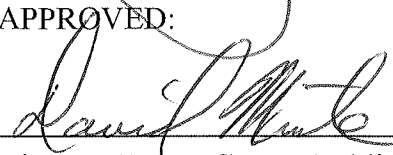
APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Public Works

CERTIFICATION:

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

No encumbrance required 2/5/04  
Auditor by se Date





**ENGINEERING  
2004 STANDARD HOURLY RATE SCHEDULE**

<b>Classification</b>	<b>Rate</b>
Principal	\$ 135.00
Professional Manager	\$ 115.00
Senior Project Professional	\$107.00
Project Professional	\$100.00
Senior Professional	\$92.00
Professional	\$87.00
Professional Intern II	\$75.00
Professional Intern I	\$72.00
Senior Project Designer	\$107.00
Project Designer	\$92.00
Senior Designer	\$85.00
Designer	\$80.00
Computer Specialist	\$85.00
Chief Technician	\$78.00
Senior Technician	\$67.00
Technician	\$64.00
Survey Technician	\$57.00
Instrument Person/Asst.	\$47.00
Clerical (Clerical Staff Only)	\$46.00
 <b>Miscellaneous (all disciplines)</b>	
Overtime Requested by Client	Negotiated
Expert Testimony	2.0 x Standard Rate
Privately Owned Car (per mile)	\$0.40
Field Car W/Equipment	\$7.00
CADD Computer (add to operator)	\$10.00
Reimbursable Expenses	COST + 10%

Work will be billed at Farnsworth Group, Inc. option either upon completion of services or on a monthly basis. Invoices are payable within 30 days. One and one-half percent per month will be charged on amounts outstanding 60 days.

Rates are in effect until December 31, 2004, and may be superceded by a new schedule after that date.

**GENERAL CONSULTANT SERVICES AGREEMENT** 45-2004  
**(Fiscal Year 2004)**

**THIS AGREEMENT** dated this 17 day of Feb, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Mitzel and Scroggs (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MITZEL AND SCROGGS

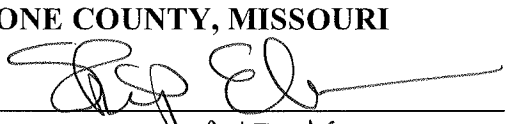
By 

Donald C. Mitzel

Title President

Dated: 1-29-2004

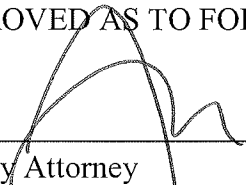
BOONE COUNTY, MISSOURI

By 

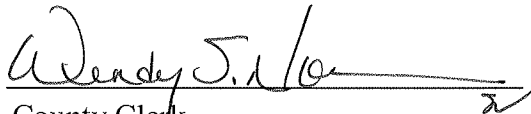
SKIP ELKIN, ACTING Presiding Commissioner

Dated: 17 February 2004

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Attorney

ATTEST:

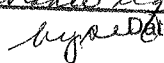
  
\_\_\_\_\_  
County Clerk

APPROVED:

  
\_\_\_\_\_  
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 2/15/04  
Auditor  Date

Prime A/E Firm:

MITZEL + SCROGGS ARCHITECTS, INC.

**2004 HOURLY RATES**

<u>Discipline</u>	<u>Hourly Rates</u>
Principal	\$95.00
Project Manager	\$90.00
Architect	\$85.00
Architect, Jr.	\$55.00
Civil Engineer	\$85.00
Electrical Engineer	\$90.00
Electrical Engineer, Jr.	\$70.00
Mechanical Engineer	\$90.00
Mechanical Engineer, Jr.	\$70.00
Structural Engineer	\$90.00
Structural Engineer, Jr.	\$65.00
Draftsperson-CADD	\$45.00
Cost Estimator	\$65.00
Specification Writer	\$65.00
Construction Inspector	\$65.00
Roofing Consultant	\$65.00
Clerk/Typist	\$45.00



**GENERAL CONSULTANT SERVICES AGREEMENT** 45-2004  
(Fiscal Year 2004)

**THIS AGREEMENT** dated this 17 day of Feb, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and 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 or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

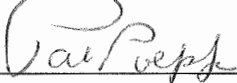
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

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

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

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

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

By 

By 

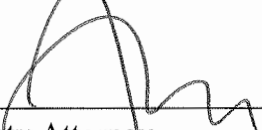
SKIP ELKIN ACTING  
Presiding Commissioner

Title President

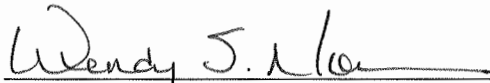
Dated: 1/22/04

Dated: 17 FEBRUARY 2004


APPROVED AS TO FORM:

  
County Attorney

ATTEST:

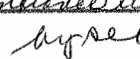
  
County Clerk *W*

APPROVED:

  
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrance required 2/5/04  
Auditor  Date



POEPPING, STONE, BACH & ASSOCIATES, INC.

ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

PROFESSIONAL FEE SCHEDULE

<u>CLASSIFICATION</u>		<u>RATE PER HOUR</u>
14.	ADMINISTRATIVE	\$40.00
13E/13A.	ENGINEERING/ARCHITECTURAL AID	\$53.00
12E/12A.	ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I	\$72.00
11E/11A.	ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II	\$84.00
10E/10A.	SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.	\$90.00
9.	SUPERVISING TECHNICIAN	\$99.00
8.	LAND SURVEYOR	\$100.00
7E/7A.	ENGINEER/ARCHITECT/GIS SPECIALIST I	\$97.00
6E/6A.	ENGINEER/ARCHITECT/GIS SPECIALIST II	\$109.00
5E/5A.	ENGINEER/ARCHITECT/GIS SPECIALIST III	\$114.00
4E/4A.	ASSOCIATE ENGINEER/ASSOCIATE ARCHITECT	\$120.00
3E/3A.	PROJECT ENGINEER/PROJECT ARCHITECT	\$126.00
2.	PROJECT MANAGER	\$131.00
1.	PRINCIPAL OF FIRM	\$146.00

OUT-OF-POCKET EXPENSES

PHONE CALLS, MEALS AND LODGING	COST
BLUEPRINTS, AERIAL PHOTOS, PHOTOCOPIES	COST + 15%
MILEAGE	\$0.375 PER MILE

FIELD PARTY EXTRAS

STAKES, IRON PINS, CONCRETE MONUMENTS, ETC	COST + 15%
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SPECIAL ITEMS

COMPRESSIVE STRENGTH TESTING OF CONCRETE CYLINDERS/EACH	\$21.00
COMPUTER TIME/HOUR	\$15.00
COURT TESTIMONY BY LICENSED PROFESSIONALS	\$1600 PER DAY
SPECIAL CONSULTANTS	COST + 15%
COMPUTERIZED RENDERING AND ANIMATION	\$84/HOUR

THESE RATES EFFECTIVE UNTIL DECEMBER 31, 2004

## 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**  
**(Fiscal Year 2004)**

45-2004

**THIS AGREEMENT** dated this 17 day of Feb, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and 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 or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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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.

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

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

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

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

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

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

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

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

SHAFER, KLINE & WARREN

By *[Signature]*

Title *vice president*

Dated: *1-22-04*

BOONE COUNTY, MISSOURI

By *[Signature]*

ACTING  
SKIP EULIN, Presiding Commissioner

Dated: *17 FEBRUARY 2004*

APPROVED AS TO FORM:

*[Signature]*  
County Attorney

ATTEST:

*[Signature]*  
County Clerk

APPROVED:

*[Signature]*  
Director, Boone County Public Works

CERTIFICATION:

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

*no encumbrance required 2/5/04*  
Auditor *[Signature]* Date



SHAFER, KLINE & WARREN, INC. ■ 107 Butler St., P.O. Box 366, Macon, Missouri 63552-0366 ■ 660-385-6441 FAX: 660-385-6614

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**HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$155	Secretarial/Clerical	\$55
Associate	140	Engineering Technician V	100
Engineer V	130	Engineering Technician IV	90
Engineer IV	120	Engineering Technician III	80
Engineer III	110	Engineering Technician II	70
Engineer II	100	Engineering Technician I	60
Engineer I	90	Drafter	40
Landscape Architect IV	110	Construction Observer IV	90
Landscape Architect III	100	Construction Observer III	80
Landscape Architect II	90	Construction Observer II	70
Landscape Architect I	80	Construction Observer I	60
Planner IV	120	Registered Land Surveyor II	110
Planner III	110	Registered Land Surveyor I	95
Planner II	95	Survey Crew	145
Planner I	80	Survey Rodperson	40
GIS Consultant IV	110	Survey Technician V	100
GIS Consultant III	95	Survey Technician IV	90
GIS Consultant II	80	Survey Technician III	80
GIS Consultant I	65	Survey Technician II	70
Controls Technician II	75	Survey Technician I	60
Controls Technician I	60	GPS Survey Technician	90
Photogrammetrist III	90		
Photogrammetrist II	80		
Photogrammetrist I	70		

Equipment Costs  
 GPS Survey Receiver \$20

*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 40 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.

Effective January 1, 2004

**A MULTI-DISCIPLINE APPROACH TO PROJECTS**

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

**GENERAL CONSULTANT SERVICES AGREEMENT**  
**(Fiscal Year 2004)**

45 - 2004

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and 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 or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SMITH & COMPANY ENGINEERS

By [Signature]

Title CEO

Dated: Jan 23, 2004

BOONE COUNTY, MISSOURI

By [Signature]  
ACTING  
SKIP EWING, Presiding Commissioner

Dated: 17 February 2004

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Public Works

CERTIFICATION:

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

no unencumbered required 2/5/04  
Auditor [Signature] Date

**SCHEDULE OF FEES AND CHARGES – CALENDAR YEAR 2004**

*The following describes the basis for compensation for time and materials services performed during the calendar year 2004. 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	\$120.00
Engineer VIII/IX	\$120.00	Registered Land Surveyor	\$80.00
Engineer/Geologist VII	\$100.00	Survey Party Chief*	\$45.00
Engineer/Geologist VI	\$90.00	Survey Technician II*	\$40.00
Engineer/Geologist V	\$85.00	Survey Technician I*	\$35.00
Engineer/Geologist IV	\$75.00		
Engineer/Geologist III	\$70.00	Environmental Operator/Driller	\$60.00
Engineer/Geologist II	\$65.00	Technician V – Driller*	\$55.00
Engineer/Geologist I	\$60.00	Technician IV*	\$50.00
Engineering/Environmental Tech V	\$75.00	Technician III*	\$45.00
Engineering/Environmental Tech IV	\$70.00	Technician II*	\$40.00
Engineering/Environmental Tech III	\$65.00	Secretary – Technician II*	\$35.00
Engineering/Environmental Tech II	\$60.00	Technician I*	\$30.00

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 (plus Drill Crew rates)
CME 750 Buggy-Mounted Drill Rig	\$55.00 per hour (plus Drill Crew rates)
Drill Support Truck	\$100.00 per day
12-Yard Dump Truck	\$45.00 per hour
Backhoe	\$350.00 per day
GPS/Robotic 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. Rates apply to non-Prevailing Wage jobs only. Additional charges will be incurred if Davis-Bacon laws apply.

**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 \$0.35 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.*

**GENERAL CONSULTANT SERVICES AGREEMENT 45-2004**  
**(Fiscal Year 2004)**

**THIS AGREEMENT** dated this 17 day of Feb, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and 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 or work assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for services or proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for all assigned work or each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for services or proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for services or proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for services or proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALLSTATE CONSULTANTS

By [Signature]

Title PRESIDENT

Dated: 2/2/04

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED:

[Signature]  
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]

SKIP ELKIN, ACTING Presiding Commissioner

Dated: 17 February 2004

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.

no encumbrance required 2/5/04  
Auditor [Signature] / Date

# RATE SCHEDULE

REVISED: JANUARY 24, 2004

<u>ITEM</u>	<u>HOURLY RATE</u>
PRINCIPAL ENGINEER/SURVEYOR III .....	\$98.00
ENGINEER III .....	\$91.00
ENGINEER II .....	\$81.00
ENGINEER I .....	\$71.00
TECHNICIAN IV/SURVEYOR II .....	\$71.00
TECHNICIAN III .....	\$61.00
SURVEYOR I .....	\$61.00
TECHNICIAN II .....	\$51.00
TECHNICIAN I .....	\$39.00
CREW (2 MEN) .....	\$98.00
CREW (3 MEN) .....	\$110.00
INVESTIGATOR II .....	\$85.00
SENIOR INVESTIGATOR .....	\$50.00
INVESTIGATOR I .....	\$45.00
GPS RECEIVERS (PER UNIT) .....	\$25.00
TRAFFIC COUNTERS (PER UNIT) .....	\$25.00/day
FLOW METERS (PER UNIT) .....	\$15.00/day
MILEAGE .....	\$00.375/mi.
ATV (PER UNIT) .....	\$100.00/day
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

## GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

### SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$ 2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	0.60/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	150.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	175.00/hour
ATV Mounted Drill Rig Surcharge.....	Actual Cost
Specialized In-Situ Tests.....	On Request
Per Diem.....	.65.00/day
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

### LABORATORY TESTING SERVICES

Moisture Content.....	6.00/test
Dry Unit Weight.....	10.00/test
Unconfined Compressive Strength.....	26.00/test
With Stress vs. Strain Curve.....	55.00/test
Calibrated Penetrometer Test.....	4.00/test
Visual Soil Classification.....	5.00/test
Atterberg Limits.....	50.00/test
Sieve Analysis (with wet wash over No. 200 sieve).....	60.00/test
Hydrometer Analysis.....	60.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	95.00/test
Specific Gravity Determination.....	60.00/test
Swell Potential (1 Surcharge Pressure).....	100.00/test
Swell Potential and Swell Pressure.....	200.00/test
Consolidation Test with e log p Curve.....	400.00/test
With Time vs. Deformation Plots.....	50.00/plot
Standard Proctor Test.....	145.00/test
Modified Proctor Test.....	195.00/test
Laboratory CBR Test (Per Specimen).....	180.00/test
Concrete Compressive Strength Tests.....	15.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	10.00/each
Concrete Flexural Strength Tests.....	50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity 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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 17<sup>th</sup> day of February 20 04

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

Now on this day the County Commission of the County of Boone does hereby approve the Proposal for Consultant Services with Engineering Surveys and Services for geotechnical engineering on Judy School Road and Timmons Road. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said proposal.

Done this 17<sup>th</sup> day of February, 2004.

absent  
Keith Schnarre  
Presiding Commissioner

ATTEST:

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

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES 46-2004

Effective the 17 day of February, 2004, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Engineering Surveys and Services

Project/Work Description: Geotechnical Engineering: Judy School Road and Timmons Road Drainage Structures

Proposal Description: See attached "Project Requirements" acknowledged by Larry Hendren, P.E. dated 1/27/2004, and letter from Mr. Hendren to Allison Anderson dated 1/27/2004.

Modifications to Proposal: Fees and expenses shall not exceed \$5,500.00 without prior written approval of Owner.

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

CONSULTANT

By [Signature]  
Title Owner

Dated: 2/20/04

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED:

[Signature] 2/3/04  
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]  
Presiding Commissioner - ACTING

Dated: 17 Feb 2004

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] 2/5/04  
Auditor [Signature] 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  
Richard J. Rolsing, PE

Randall A. Lee, PE, RG  
Timothy J. O' Connor, PE  
Benjamin A. Ross, PE  
Darrell G. Hartley, PE  
Clifford S. Jarvis, PE  
Jerry S. Dill, PLS

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

January 27, 2004

Ms. Allison Anderson, PE  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

Re: Geotechnical Engineering  
Judy School Road & Timmons Road  
Drainage Structures  
Boone County, Missouri

Dear Ms. Anderson:

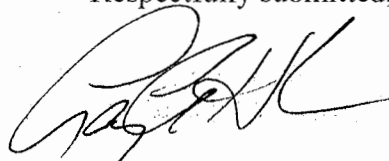
Thank you for the opportunity to submit this proposal for geotechnical engineering services on the referenced projects. We understand the project consists of replacing a multi-culvert system with a concrete box culvert or multiplate arch structure at each location.

We propose to provide the scope of services outlined in your January 21 letter, and a signed copy is attached. A minimum of two holes will be drilled for each structure.

We propose to bill for services rendered on a time expended basis up to a not to exceed cost of \$5,500. We can begin work on this project immediately and provide the final report no later than March 1, 2004.

If you have any questions regarding this proposal or our 49 years of experience in Central Missouri, please contact me. Once again, we look forward to working with Boone County Public Works.

Respectfully submitted,



Larry L. Hendren, PE, RG  
President

**Project Requirements**  
**Geotechnical Evaluation**  
**Proposed Drainage Structures**

**Project Description:**

Boone County Public Works is planning to replace multi-culvert systems with a concrete box culvert or a multiplate arch structure at two locations within the County. The two locations are Judy School Road and Timmons Road. The enclosed map and site plans show the locations for each of the sites. A geotechnical evaluation at each site is needed in order to design the concrete box culvert or multiplate arch drainage structure. The County would like a cost proposal for the evaluation of the subsurface conditions at each site and for the development of a geotechnical evaluation for each site. The geotechnical evaluation should include, but is not limited to the following:

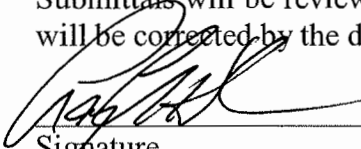
1. Site preparation;
2. Foundation information typical for support of each type of structure (concrete box culvert and multiplate arch with a concrete footing). If the foundation is not suitable for either type of structure, reasoning as to why the structure would not be appropriate;
3. Placement and compaction of backfill; and
4. Groundwater considerations.

The basic evaluation parameters are listed below and the actual scope of engineering services is attached indicating specific requirements upon entering into an agreement with the County. Please prepare your proposal indicating a not to exceed cost per the attached Scope of Engineering Services.

1. **Provide a separate geotechnical evaluation for each location addressing foundations for the drainage structures. The proposed structures are located on Judy School Road and Timmons Road.**

By signing the Project Requirements worksheet the design professional agrees that he/she has received, reviewed, completed, and understands the above document along with the enclosed location maps, site plans, and Scope of Engineering Services.

Submittals will be reviewed for compliance with this proposal. Any and all deficiencies will be corrected by the design professional at the design professional's expense.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

**CERTIFIED COPY OF ORDER**STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 17<sup>th</sup> day of February 20 04

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

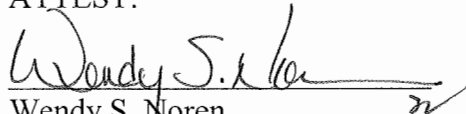
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86800: Emergency	\$6,612.00	
1192-10600: Unemployment		\$6,612.00

Said budget revision is to cover 2003 4<sup>th</sup> Quarter unemployment charges.

Done this 17<sup>th</sup> day of February, 2004.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**REQUEST FOR BUDGET REVISION**

**BOONE COUNTY, MISSOURI**

12/31/2003

2003

~~02-02-2004~~  
EFFECTIVE DATE

**FOR AUDITORS USE**  
47-2004

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Transfer From	Transfer To
											Decrease	Increase
1	1	9	2	1	0	6	0	0	General Fund	Unemployment		6,612.00
1	1	2	3	8	6	8	0	0		Emergency	6,612.00	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **4<sup>th</sup> quarter 2003 Unemployment Charges**

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

RECEIVED

FEB 02 2004

BOONE COUNTY AUDITOR

Maria Begemann  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

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

Commission agenda

[Signature]  
Auditor's Office

absent  
PRESIDING COMMISSIONER

[Signature]  
DISTRICT I COMMISSIONER

[Signature]  
DISTRICT II COMMISSIONER

02-02-04

DATE

# PAYMENT REQUISITION BOONE COUNTY, MISSOURI

311

Mo Department of Labor & Industrial Relations

VENDOR NO.

VENDOR NAME

PHONE #

Div of Unemp Svcs, P.O. Box 888  
ADDRESS

Jefferson City  
CITY

MO 65102  
STATE ZIP

### BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

#### Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain): 4th Quarter 2003 unemployment charges
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Fund	Department	Account	Invoice Number and Customer Account Number	Amount
	1 1 4 0	1 0 6 0 0	Treasurer	530.00
	1 1 7 0	1 0 6 0 0	Information Technology	3,500.00
	1 2 4 3	1 0 6 0 0	Judicial Grants/Contracts	1,989.84
	1 2 5 5	1 0 6 0 0	Corrections	591.87
	2 0 4 0	1 0 6 0 0	Public Works	172.74
	2 0 4 5	1 0 6 0 0	Design & Construction	625.25
Total				7,409.70

I certify that the goods, services and materials necessary for the use of this department, are solely for the benefit of the county, and have been purchased in accordance with the bidding requirements.

I certify that the goods, services and materials necessary for the use of this department, are solely for the benefit of the county, and have been purchased in accordance with the bidding requirements.

*U Maria Bosenmann*  
Requesting Official

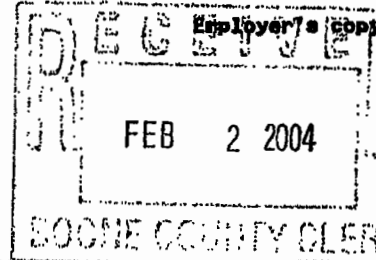
County Commission Approval

Auditor Approval

MODES-4115 (02-96)  
 Cont.  
 DES-CRD103 (02-96)

MISSOURI

DEPARTMENT Of Labor and Industrial Relations  
 DIVISION OF EMPLOYMENT SECURITY  
 Box 888, Jefferson City, Mo. 65102  
 REIMBURSABLE BENEFIT PAYMENTS  
 DEBIT/CREDIT MEMORANDUM



BOONE COUNTY  
 COUNTY GOVMT CENTER  
 BOONE COUNTY CLERKS OFFIC  
 801 E WALNUT ROOM 236  
 COLUMBIA MO 65201-4890

(CONT-EA)

Employer Account Number	Batch Number	
303033-0-999-9131	LG	5060
Date 01/30/2004	Code	41

The following debits and/or credits have been posted to your account in accordance with the reimbursable method of financing. This memo covers payment due and/or credits as a result of Benefit Charges as reflected on the Statement of Benefit Charges.

QTR YEAR	PAID DATE	DESCRIPTION OF TRANSACTION	AMOUNT	SURCHARGE*		INTEREST	TOTAL
				RATE	AMOUNT		
4-2003		DEBIT	7,409.70				7,409.70

\*Surcharge for nonprofit organizations and governmental entities which elect to make payments in lieu of contributions is computed in accordance with Section 288.090.

PLEASE INCLUDE A COPY OF THIS MEMO WITH  
 YOUR REMITTANCE AND INCLUDE YOUR FOURTEEN  
 DIGIT ACCOUNT NUMBER ON YOUR CHECK.

AMOUNT DUE ----->  
 AND PAYABLE  
 BY 02/31/2004

7,409.70

Inquiries regarding Benefit Charges may be directed to the attention of the Benefit Charge Unit, 573-751-4034.

Notice to Employer: Interest will accrue on delinquent amounts due at the rate in Section 288.150.

Memo No. 37541

MODES-34-R28-3

MISSOURI DIVISION OF EMPLOYMENT SECURITY

STATEMENT OF BENEFIT CHARGES

PAGE 1

BEN. 12-84

EMPLOYER ACCOUNT NUMBER

QUARTER ENDING  
MONTH DAY YEAR  
12 31 2003

DATE MAILED  
MONTH DAY YEAR  
01 30 2004

DES-BBC015B-04

303033 0 999

SOCIAL SECURITY NUMBER	CLAIMANT NAME	PERIOD PAID UI BENEFITS	BENEFIT YEAR BEGINS	WEEK ENDING DATE	AMOUNT OF CHARGE	WEEK ENDING DATE	AMOUNT OF CHARGE	WEEK ENDING DATE	AMOUNT OF CHARGE
473 58 4649	T GOODMAN	4 2003	08 03 2003	08 09 2003	14.10	10 04 2003	14.10	10 11 2003	14.10
				10 18 2003	14.10	10 25 2003	14.10	11 01 2003	14.10
				11 08 2003	14.10	11 15 2003	14.10	11 22 2003	14.10
				11 29 2003	14.10	12 06 2003	14.10	12 13 2003	14.10
				12 20 2003	3.54				
486 72 4617	C STRUS	4 2003	08 17 2003	08 23 2003	250.00	10 04 2003	250.00	10 11 2003	250.00
				10 18 2003	250.00	10 25 2003	250.00	11 01 2003	250.00
				11 08 2003	250.00	11 15 2003	250.00	11 22 2003	250.00
				11 29 2003	250.00	12 06 2003	250.00	12 13 2003	250.00
				12 20 2003	250.00	12 27 2003	250.00		
487 54 3110	V RUSSELL	4 2003	02 02 2003	10 04 2003	250.00	10 11 2003	115.00	<del>11 08 2003</del>	<del>165.00</del>
5 488 84 1606	J BURKE	4 2003	04 20 2003	09 27 2003	153.81	10 04 2003	18.76	10 11 2003	65.65
				10 18 2003	78.78	10 25 2003	156.31	11 01 2003	151.94
490 66 3736	P LANGDON	4 2003	11 09 2003	*11 22 2003	88.95	*11 29 2003	88.95	*12 06 2003	88.95
				*12 13 2003	88.95	*12 20 2003	88.95	*12 27 2003	88.95
492 90 2301	D HEUMAN	4 2003	03 16 2003	10 18 2003	58.17				
4 513 84 8509	C EDHOLM	4 2003	05 18 2003	10 04 2003	248.73	10 11 2003	248.73	10 18 2003	248.73
				10 25 2003	248.73	11 01 2003	248.73	11 08 2003	248.73
				11 15 2003	248.73	11 22 2003	248.73		

7409.70

\*REPRESENTS CHARGES TO YOUR ACCOUNT BASED ON 1993 LAW CHANGE EFFECTIVE 01/01/96

REPRESENTS TOTAL CHARGES TO YOUR ACCOUNT \$7409.70

303033

MISSOURI DIVISION OF EMPLOYMENT SECURITY  
P.O. BOX 59, JEFFERSON CITY, MO 65104  
(573 - 751-4034 (FAX) 573 - 751 - 7197)

MODES-34-4(06-93) BEN.

===

STATEMENT OF BENEFIT CHARGES - INSTRUCTIONS

DES-BBC015B(06-93)

THE ENCLOSED STATEMENT OF BENEFIT CHARGES SHOWS THE BENEFITS PAID TO CLAIMANT EACH WEEK WHICH HAVE BEEN CHARGED TO YOUR ACCOUNT SUBSEQUENT TO THE LAST NOTICE. ANY SEPARATION ISSUE YOU DID NOT TIMELY PROTEST, AFTER BEING NOTIFIED OF THE FILING OF AN INITIAL CLAIM, CANNOT BE HONORED IF YOU WAIT UNTIL YOU RECEIVE STATEMENT OF BENEFIT CHARGES TO RAISE THE ISSUE. THE CHARGE CAN BE REMOVED ONLY IF IT WAS IN ERROR.

NOTE: A MAXIMUM OF THREE WEEKS CAN BE SHOWN ON EACH LINE FOR EACH CLAIMANT, BUT THE CLAIMANT MAY HAVE MORE THAN ONE LINE OF CHARGES.

FOR EMPLOYERS, OTHER THAN THOSE WHO ARE PERMITTED TO AND HAVE ELECTED TO REIMBURSE THE FUND FOR BENEFITS PAID, THIS STATEMENT SHOWS CHARGES THAT HAVE BEEN MADE AGAINST YOUR UNEMPLOYMENT INSURANCE RESERVE ACCOUNT FOR DETERMINING FUTURE RATES. THESE CHARGES ARE THE RESULT OF UNEMPLOYMENT INSURANCE (UI) BENEFITS PAID DURING THE CALENDAR QUARTER COVERED BY THIS STATEMENT TO INDIVIDUALS WHO WERE PAID WAGES BY YOU OR YOUR PREDECESSOR DURING THE BASE PERIOD OF THE CLAIM.

PERIOD PAID UI BENEFITS...THIS REFLECTS THE CALENDAR QUARTER BENEFITS WERE ACTUALLY PAID AND YOUR ACCOUNT CHARGED.

BENEFIT YEAR BEGINS...IS THE FIRST DAY OF THE BENEFIT YEAR OF THE CLAIM WHICH PAYMENTS WERE MADE. BASE PERIOD IS THE FIRST FOUR OF THE LAST FIVE COMPLETED CALENDAR QUARTERS IMMEDIATELY PRECEDING THIS DATE. THE BENEFIT YEAR REMAINS IN EFFECT FOR ONE YEAR.

WEEK ENDING DATE...IS A WEEK IN THE BENEFIT YEAR FOR WHICH THE CLAIMANT CLAIMED AND WAS PAID UI BENEFITS.

A WEEK ENDING DATE PRECEDED BY AN ASTERISK (\*) IDENTIFIES A CHARGE TO YOUR ACCOUNT BASED ON THE AUGUST 1993 LAW CHANGE RELATING TO REIMBURSABLE EMPLOYERS, EFFECTIVE 01/01/96.

AMOUNT OF CHARGE...THIS AMOUNT REPRESENTS THE CHARGES TO YOUR ACCOUNT BY WEEK. IF THE AMOUNT IS FOLLOWED BY "CR", THIS AMOUNT HAS BEEN CREDITED TO YOUR ACCOUNT DUE TO AN ADJUSTMENT.

PLEASE CONTACT THIS OFFICE IF YOU HAVE QUESTIONS ABOUT THIS STATEMENT. THE RECORDS ON YOUR ACCOUNT ARE MAINTAINED IN JEFFERSON CITY, MO.

303033 0 999 BENEFITS

BOONE COUNTY  
COUNTY GOVMT CENTER  
BOONE COUNTY CLERKS OFFIC  
801 E WALNUT ROOM 236  
COLUMBIA MO  
65201

RIGHT OF PROTEST: \*\*\*\*\*  
€ THIS STATEMENT BECOMES FINAL THIRTY (30) DAYS \*  
€ AFTER THE DATE OF MAILING UNLESS SPECIFIC EXECP- \*  
€ TIONS OR OBJECTIONS ARE FILED IN WRITING TO THE \*  
€ ADDRESS SHOWN ABOVE, ATTN: BENEFIT CHARGE SUB-UNIT.\*  
€ TO BE TIMELY, FAXED PROTESTS MUST BE RECEIVED BY \*  
€ MIDNIGHT CENTRAL TIME OF THE THIRTIETH DAY. BE SURE\*  
€ TO GIVE THE CLAIMANTS NAME AND SOCIAL SECURITY \*  
€ NUMBER AS WELL AS YOUR EMPLOYER ACCOUNT NUMBER. \*  
\*\*\*\*\*

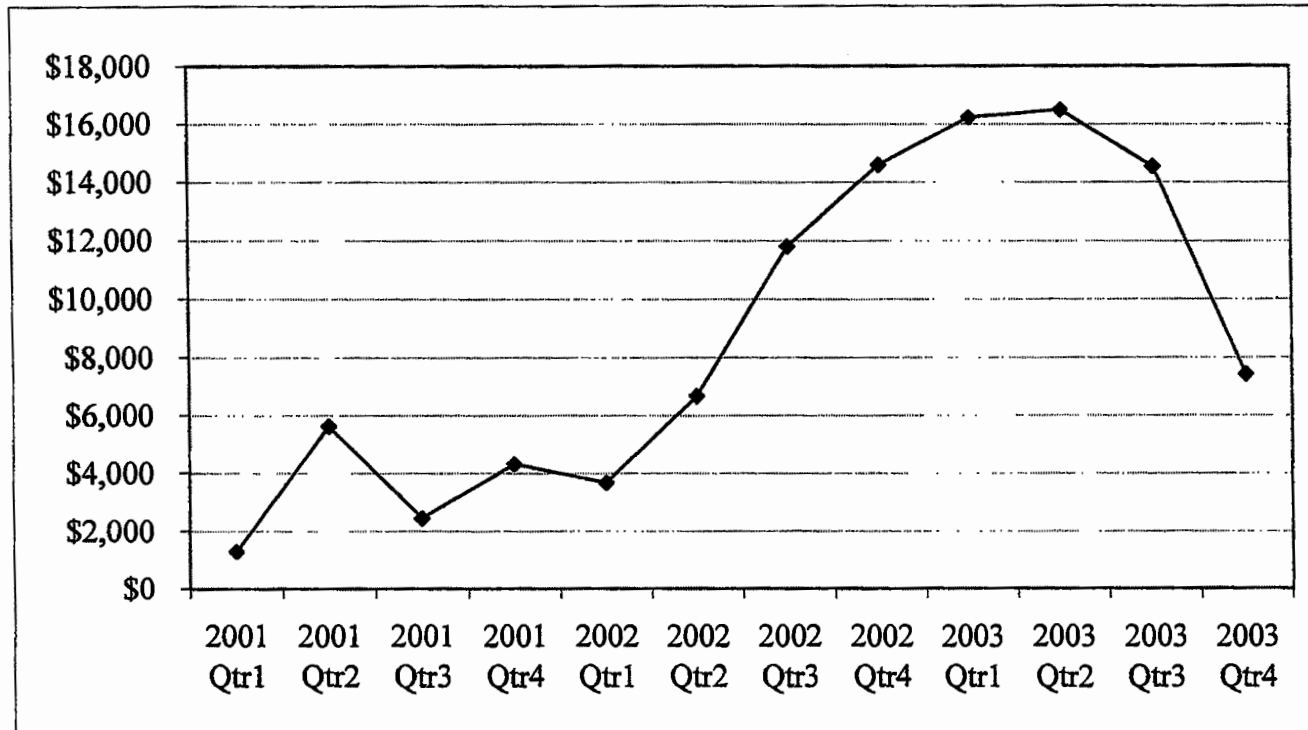


## 2003 Unemployment Expense

Prepared by Auditor's Office

<u>Department</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>	<u>Total</u>
1115 Human Resources	14.40				14.40
1140 Treasurer	1,000.00	2,053.00	1,780.00	530.00	5,363.00
1150 Collector		255.68	36.68		292.36
1170 Information Technology	3,000.00	1,642.00	4,000.00	3,500.00	12,142.00
1200 Public Administrator	448.00	3,738.06	(4.44)		4,181.62
1210 Circuit Court Services	269.80	269.80			539.60
1241 Juvenile Office	832.00				832.00
1243 Judicial Grants/Contracts	832.00	2,282.19	3,730.95	1,989.84	8,834.98
1255 Corrections	5,573.62	3,415.31	1,681.82	591.87	11,262.62
1263 IV-D	1,966.91	1,233.09	1,026.20		4,226.20
1720 Building Codes	2,287.87	351.98			2,639.85
<b>TOTAL GENERAL FUND</b>	<u>16,224.60</u>	<u>15,241.11</u>	<u>12,251.21</u>	<u>6,611.71</u>	<u>50,328.63</u>
2040 Public Works-Maintenance			98.70	172.74	271.44
2045 Public Works-Design & Construction		1,250.48	2,188.34	625.25	4,064.07
<b>TOTAL PUBLIC WORKS</b>	<u>0.00</u>	<u>1,250.48</u>	<u>2,287.04</u>	<u>797.99</u>	<u>4,335.51</u>
<b>TOTAL GENERAL FUND &amp; PUBLIC WORKS</b>	<u>16,224.60</u>	<u>16,491.59</u>	<u>14,538.25</u>	<u>7,409.70</u>	<u>54,664.14</u>
Plus: Penalties		201.67	265.91		467.58
<b>TOTAL</b>	<u><u>16,224.60</u></u>	<u><u>16,693.26</u></u>	<u><u>14,804.16</u></u>	<u><u>7,409.70</u></u>	<u><u>55,131.72</u></u>

Boone County, Missouri  
 Quarterly Unemployment Expense  
 Prepared by Auditor's Office



2001 Qtr1	2001 Qtr2	2001 Qtr3	2001 Qtr4	2002 Qtr1	2002 Qtr2	2002 Qtr3	2002 Qtr4	2003 Qtr1	2003 Qtr2	2003 Qtr3	2003 Qtr4
1,280.35	5,625.20	2,444.55	4,309.24	3,682.41	6,658.11	11,802.58	14,593.04	16,224.60	16,491.59	14,538.25	7,409.70

2003 Emergency Fund  
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	AMOUNT	BALANCE	DESCRIPTION
1/1/2003	Budget				600,000	Original budget
4/22/2003	Non-Departmental	1190	71105	(3,300)	596,700	Legal services for arbitrage rebate calculation
5/12/2003	Employee Benefits	1192	10600	(6,226)	590,474	2003 Qtr #1 Unemployment
5/20/2003	Circuit Clerk	1221	92000	(16,305)	574,169	Purchase micro-imager camera for microfilming
6/23/2003	Corrections	1255	85620	(11,630)	562,539	Behaviorial Health Concepts 2003-2004 contract
7/7/2003	Clerk	1131	92000	(2,984)	559,555	Purchase copier with networking capability
8/4/2003	Employee Benefits	1192	10600	(15,443)	544,112	2003 Qtr #2 Unemployment
9/19/2003	Election & Registration	1132	85900	(20,029)	524,083	April election
10/3/2003	Corrections	1255	71100	(29,009)	495,074	Out-of-County prisoner housing - August
10/29/2003	Corrections	1255	71100	(32,580)	462,494	Out-of-County prisoner housing - September
11/3/2003	Employee Benefits	1192	10600	(12,523)	449,971	2003 Qtr #3 Unemployment (Total bill = \$14,804.16)
11/19/2003	Recorder	1160	92000	(11,500)	438,471	Replace microfiche printer
11/20/2003	Corrections	1255	71100	(32,192)	406,279	Out-of-County prisoner housing - October
11/26/2003	Recorder	1160	37000/48000/60050	(3,600)	402,679	Operating and travel expenses
12/9/2003	Mail Services	1194	22000	(20,000)	382,679	Postage
12/16/2003	Employee Benefits	1192	71104	(1,526)	381,153	ASI Fees - Nov & Dec
12/29/2003	Insurance & Safety	1191	71016, 71018	(12,976)	368,177	Insurance deductible expenses
12/31/2003	Insurance & Safety	1191	3050, 60200, 71016, 71018	(11,974)	356,203	Cover insurance claims & misc expenses
12/31/2003	Non-Departmental	1190	86897	(1,173)	355,030	Cover FICA payments to IRS for 2001 & 2002
12/31/2003	Employee Benefits	1192	10600	(6,612)	348,418	2003 Qtr #4 Unemployment
				<u>(251,582)</u>		

2/3/2004

FY 2003  
Budget Amendments/Revisions  
Employee Benefits (1192)

Index #	Date Recd	Dept	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	5/6/2003	1192	10600	Unemployment Benefits	6,226		2003 Qtr #1 Unemployment (Total bill = \$16,224.60)	Original budget = \$10,000 to cover all of 2003.
			86800	Emergency		6,226		
2	5/6/2003	1115	10600	Unemployment Benefits	15		2003 Qtr #1 Unemployment	
			1140	Unemployment Benefits	1,000			
			1170	Unemployment Benefits	3,000			
			1200	Unemployment Benefits	448			
			1210	Unemployment Benefits	270			
			1241	Unemployment Benefits	832			
			1243	Unemployment Benefits	832			
			1255	Unemployment Benefits	5,574			
			1263	Unemployment Benefits	1,967			
			1720	Unemployment Benefits	2,288			
			1192	Unemployment Benefits		16,226		
3	8/4/2003	1192	10600	Unemployment Benefits	15,443		2003 Qtr #2 Unemployment (Total bill = \$16,491.59)	
			86800	Emergency		15,443		
4	8/14/2003	1140	10600	Unemployment Benefits	2,053		2003 Qtr #2 Unemployment	
			1150	Unemployment Benefits	256			
			1170	Unemployment Benefits	1,642			
			1200	Unemployment Benefits	3,738			
			1210	Unemployment Benefits	270			
			1243	Unemployment Benefits	2,282			
			1255	Unemployment Benefits	3,415			
			1263	Unemployment Benefits	1,233			
			1720	Unemployment Benefits	352			
			1192	Unemployment Benefits		15,241		
5	11/3/2003	1192	10600	Unemployment Benefits	12,523		2003 Qtr #3 Unemployment (Total bill = \$14,804.16)	
			86800	Emergency		12,523		
6	11/3/2003	1140	10600	Unemployment Benefits	1,780		2003 Qtr #3 Unemployment	
			1150	Unemployment Benefits	37			
			1170	Unemployment Benefits	4,000			
			1243	Unemployment Benefits	3,731			
			1255	Unemployment Benefits	1,682			
			1263	Unemployment Benefits	1,027			
			1192	Unemployment Benefits		12,257		
7	12/16/2003	1192	71104	Administrative Services	1,526		ASI Fees - Nov & Dec	
			86800	Emergency				
8	2/2/2004	1192	10600	Unemployment Benefits	6,612		2003 Qtr #4 Unemployment (Total bill = \$7,409.70)	
			86800	Emergency		6,612		

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned Term. 20 04

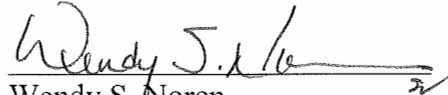
In the County Commission of said county, on the 17<sup>th</sup> day of February 20 04

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

Now on this day the County Commission of the County of Boone does hereby accept the Fiscal Year 2003 computer inventory report as submitted by the County Auditor and Director of Information Technology and authorize the County Auditor to remove the items identified in the report from the County's Fixed Asset Inventory Records.

Done this 17<sup>th</sup> day of February, 2004.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

absent  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



## Computer Equipment Not Found During Physical Inventory 2/03

Tag	Description	Make / Model	Serial No.	Book Value	Purchase Amount	Purchase Date	Group	Fund Source
8602	14" monitor	Gateway CS1024N12	TB1833015396	\$0	1,549.50	11/16/1993	1603	2731
8602	14" monitor	Gateway CS1024N12	TB1833015396	\$0	1,549.50	11/16/1993	1603	2743
8602	14" monitor	Gateway CS1024N12	TB1833015396	\$0	1,549.50	11/16/1993	1603	2780
8608	power backup	APC Smart UPS600	S93080871530	\$0	335.00	7/13/1994	1603	2741
8625	15" monitor	View Sonic 1564	5234523409	\$0	188.00	3/28/1994	1603	2731
8627	17" monitor	View Sonic 1782	5335218500	\$0	554.00	3/28/1994	1603	2731
8641	15" monitor	View Sonic 1564	5234521457	\$0	188.00	3/28/1994	1603	2731
8655	15" monitor	View Sonic 1564	5240131026	\$0	188.00	3/28/984	1603	2731
8664	modem	Intel 306762-004 Modem	3155419313	\$0	168.00	3/28/1994	1603	2731
8665	modem	Intel 306762-004 Modem	3435820313	\$0	168.00	3/28/1994	1603	2731
8692	3com hub	3COM 3C621 BT Linkbuilder	3X831831	\$0	672.00	4/27/1994	1603	2731
8711	pc	Compaq Prolinea 4/25S	A418HKC10388	\$0	1,950.50	6/24/1994	1603	2752
8712	17" monitor	View Sonic 1782	J242101482	\$0	554.00	8/10/1994	1603	2752
8728	laptop (IT)	IBM Thinkpad 360CS Portable Comp	78H3176	\$0	2,609.60	8/12/1994	1603	2731
8748	pc	Compaq Prolinea 4/25S	G431HKC25792	\$0	1,950.50	6/24/1994	1603	2731
8796	modem	IBM 5853 Modem	23-00A5401	\$0	1.00	00/00/90	1603	2731
8914	pc	Compaq Deskpro XL	6451HHM20625	\$0	7,795.00	5/9/1997	1603	2731
8922	15" monitor	View Sonic 1564	5242350458	\$0	114.00	3/16/1995	1603	2731
8924	15" monitor	View Sonic 1564	5242350437	\$0	114.00	3/16/1995	1603	2731
8928	15" monitor	View Sonic 1564	5242350455	\$0	114.00	3/16/1995	1603	2731
8932	15" monitor	View Sonic 1564	5242351558	\$0	114.00	3/16/1995	1603	2731
8944	uninterruptable power supply	APC Backups 450	B941145B6293	\$0	202.95	3/16/1995	1603	2741
9162	pc	Compaq Deskpro XL 466	6509HHM2J740	\$0	4,133.00	6/1/1995	1603	2741
9164	pc	Compaq Prolinea 4/50	G503HKC9F252	\$0	2,225.00	5/4/1995	1603	2731
9623	cd rom lower	NEC Multispin 6X	5302410	\$0	2,368.69	7/26/1995	1603	2731
9631	display	IBM 3179	88 AJWR5	\$0	707.10	9/21/1990	1603	2731
9631	display			\$0	1,426.00	9/21/1990	1603	2743
10162	document scanner	Visioneer Paperport V2.0 WIN		\$0	366.75	9/22/1995	1603	2731
10170	portable tape drive	Microsolut Travan 800	14502233	\$0	316.26	8/24/1995	1603	2731
10306	scanner w/software	Visioneer Paperport V2.0 WIN	4090FA62DK	\$0	290.95	11/13/1995	1603	2731
10425	17" monitor	Samsung 6NE	H3LF700628	\$0	345.00	3/14/1996	1603	2731
10431	printer	Lexmark 4039	11-TX357	\$0	1,090.00	3/28/1996	1603	2731
10432	15" monitor	Samsung 4NE	H2IFB02092	\$0	1.00	3/28/1996	1603	2731
10464	printer	HP 660C	SG5CM1C24K	\$0	379.95	2/29/1996	1603	2731
10471	printer	Lexmark 4039	11-TT489	\$0	1,090.00	3/28/1996	1603	2731
10758	15" monitor	Samsung 4NE	H1AG507156	\$0	345.00	10/24/1996	1603	2731
10770	pc - 486	Pony		\$0	569.00	10/3/1996	1603	2731
10771	pc - 486	Pony		\$0	569.00	10/3/1996	1603	2731
10772	pc - 486			\$0	569.00	10/3/1996	1603	2731
10778	pc	Compaq DeskPro 2000	S6634HVT3Q755	\$0	1,994.00	8/22/1996	1603	2741
10861	pc	Deskpro 2000		\$0	2,191.00	3/13/1997	1603	2743
10881	15" monitor	Samsung 4NE	H1AG507151	\$0	345.00	11/12/1996	1603	2741
10886	laptop (PA)	Compaq Armada 1130T Portable	7701BJZ30332	\$0	2,169.00	6/3/1997	1603	2731
11296	21" monitor	View Sonic P815	QE73401422	\$0	1,402.76	1/20/1998	1603	2741
11371	firewall checkpoint			\$0	9,000.00	4/23/1998	1603	2731
11442	pc	Tangent 200	316346	\$0	901.00	7/9/1998	1603	2743
11462	17" monitor	Optquest Q71	5G81057702	\$0	374.00	6/25/1998	1603	2741
11471	pc	Tangent 200	316380	\$0	901.00	7/9/1998	1603	2731
11500	pc	Tangent 200	316343	\$0	901.00	7/9/1998	1603	2731
11779	hand-held recorder	Dragon Hand-Held Digital Recorder	DE9053A	\$0	233.61	3/25/1999	1603	2731
11780	portable zip drive	lomega Z100P2	PRFJ37031H	\$0	104.19	4/22/1999	1603	2731
12094	printer	Sato CX200		\$0	387.86	11/18/1999	1603	2731
12101	pc	Premio	9900025252	\$0	1,200.00	12/31/1999	1603	2731
12118	pc	Compaq Deskpro EP	6949CJNKL386	\$0	1,279.00	12/31/1999	1603	2731
12158	trimble proxr gps system			\$0	2,995.00	12/16/1999	1603	2741
12222	converter	Canary 100TX/FX SC		\$0	261.35	3/16/2000	1603	2743
12227	print server	Hewlett Packard Jet Direct 170X		\$0	152.99	6/15/2000	1603	2731
12465	printer	Cannon E2340		\$0	296.00	6/1/2000	1603	2731
12548	ethernet port	Cisco NM-1E	21451550	\$0	660.00	9/21/2000	1603	2731
12744	tape backup	Compaq 1000VA UPS LO US		\$0	375.00	12/31/2000	1603	2731
12757	modem	3COM Office Connect Modem	23X6B17AAC30	\$0	179.45	10/12/2000	1603	2731
12758	modem	3COM Office Connect Modem	23X6B17AACIV	\$0	179.45	10/12/2000	1603	2731
13138	17" monitor	Samsung 7550F		\$0	374.00	6/25/1998	1603	2741
13222	printer	TLP 3742 PSA		\$213	638.37	12/31/2001	1603	2780
13515	cash drawer	Indiana Cash Drawer SLDMX 17520		\$233	440.99	7/23/2002	1603	2731
				<u>\$446</u>	<u>534,552.16</u>			

## Funding Source Codes:

- 2731 General Fund
- 2741 Road and Bridge Fund
- 2742 Federal Revenue Sharing
- 2743 Reassessment Revenue
- 2744 Federal Grants
- 2747 PA Bad Check Fund
- 2750 PA Drug Money Fund
- 2752 Sheriff Forfeiture Fund
- 2780 Record Preservation Fund
- 2782 Capital Project Fund

February 10, 2004

## **Report to Commission on FY 2003 Computer Inventory**

1. Reasons for conducting a comprehensive computer physical inventory in 2003
  - Significant staff turnover for several years which resulted in inconsistent record-keeping for assets going into service and coming out of service; inconsistency in following policies and procedures pertaining to computer equipment
  - Most recent prior computer inventory had been completed in May 2001
  - In 2002, the County completed a “mass disposal” of computer equipment stored on the Government Center 3<sup>rd</sup> floor—it was important to conduct a comprehensive computer inventory on the heels of that “clean-up” effort.
2. Results of the inventory
  - Numerous old items not found
  - Confirmed our opinion that record-keeping and physical controls over assets needed to be reviewed and strengthened
  - Confirmed our opinion that the County needs to establish and observe consistent practices in identifying specific assets to add to the inventory (i.e., with so much staff turnover, we found that different assets were “bundled” differently for inventory purposes—makes tracking and location very difficult)
3. Comments from Mike Mallicoat, IT Director
4. Authorization needed from Commission: to remove the assets from the County’s inventory records

**Draft Commission Order Language:** Now on this day, the County Commission of Boone County does hereby accept the Fiscal Year 2003 computer inventory report as submitted by the County Auditor and the Director of Information Technology and authorize the County Auditor to remove the items identified in the report from the County’s Fixed Asset Inventory Records.