

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

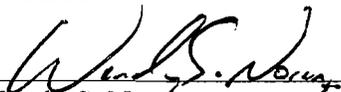
In the County Commission of said county, on the 28<sup>th</sup> day of February 20 08

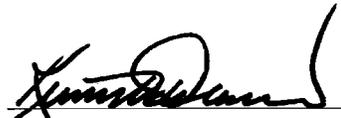
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Federal Annual Certification Report of Forfeiture Funds.

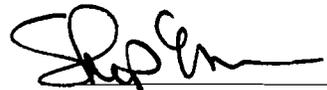
Done this 28<sup>th</sup> day of February, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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In the County Commission of said county, on the 28<sup>th</sup> day of February 20 08

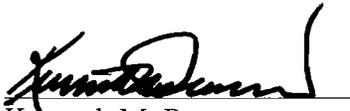
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the hiring of Jeff Winters to position #105 – Supervisor, Systems Analysis at 110.5% of Mid-Point.

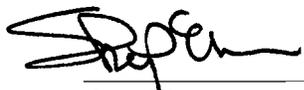
Done this 28<sup>th</sup> day of February, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding-Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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

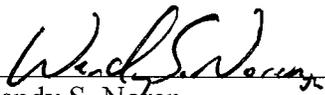
Now on this day the County Commission of the County of Boone does hereby approve the consultant services agreements with the following consultants:

- Hanson Professional Services, Inc.
- Harrington & Cortelyou, Inc.
- Malicoat-Winslow Engineers
- Scroggs Architecture
- RTI Consultants

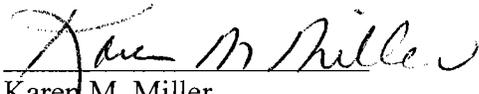
It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

Done this 28<sup>th</sup> day of February, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 28<sup>th</sup> day of February, 2008, 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 Hanson Professional Services, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**HANSON PROFESSIONAL SERVICES, INC. BOONE COUNTY, MISSOURI**

By Phillip E. Brown

By [Signature]

Presiding Commissioner

Title Senior Vice President

Dated: February 11, 2008

Dated: 2/28/08

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 2/22/08  
Auditor by coy Date

## BASIS OF PAYMENT CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/ARCHITECT/SCIENTIST POSITIONS:**

ENGINEER/ARCHITECT/SCIENTIST I .....	\$85.00
ENGINEER/ARCHITECT/SCIENTIST II.....	\$93.00
ENGINEER/ARCHITECT/SCIENTIST III .....	\$106.00
ENGINEER/ARCHITECT/SCIENTIST IV .....	\$115.00
ENGINEER/ARCHITECT/SCIENTIST V .....	\$123.00
ENGINEER/ARCHITECT/SCIENTIST VI.....	\$141.00
ENGINEER/ARCHITECT/SCIENTIST VII.....	\$168.00
ENGINEER/ARCHITECT/SCIENTIST VIII .....	\$196.00
PRINCIPAL .....	\$250.00

2. **TECHNICAL POSITIONS:**

AIDE.....	\$44.00
TECHNICIAN I .....	\$56.00
TECHNICIAN II.....	\$60.00
TECHNICIAN III .....	\$70.00
TECHNICIAN IV .....	\$78.00
TECHNICIAN V .....	\$86.00
TECHNICIAN VI.....	\$101.00
TECHNICIAN VII.....	\$107.00
MANAGER/DESIGNER .....	\$122.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I .....	\$34.00
ADMINISTRATIVE II.....	\$48.00
ADMINISTRATIVE III .....	\$59.00
ADMINISTRATIVE IV .....	\$80.00
ADMINISTRATIVE V .....	\$95.00
ADMINISTRATIVE VI .....	\$107.00
ADMINISTRATIVE VII.....	\$141.00

4. Charges for special services, expert testimony, etc., will be negotiated.

5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.

6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.

7. Use of computer-aided design, drafting, GIS stations and technical software will be charged at \$15.00 per hour.

8. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.

9. Mileage charges for automobile = 50.5 cents per mile. Mileage charges for mobile lab or truck = 65 cents per mile.

Charges for vehicles that will remain assigned to a specific job will be \$50.00 per day or \$750.00 per month for automobiles, and \$65.00 per day or \$975.00 per month for mobile labs or trucks, plus the cost of fuel in lieu of mileage charges.

10. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.

11. Rates are subject to change and may be superseded by a new schedule on or about January 1, 2009.

08 Rev. 0



**Hanson Professional Services Inc.**

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 28<sup>th</sup> day of February, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Harrington and Cortelyou, Inc. (herein "Consultant").

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

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

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

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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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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.

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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.

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

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

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

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

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

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

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

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

HARRINGTON AND CORTELYOU, INC.

By Mark L. Huck

Title Vice President

Dated: Feb. 11, 2008

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 2/20/08

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 2/20/08  
Auditor by cg Date

	<u>2008 Actual Salary Rates</u>	<u>2008 Billable Rates</u>
<b>Principals</b>		
D. M. Waltemath	51.44	147.63
K. R. Eisenbeis	50.43	144.73
<b>Project/Senior Engineers</b>		
M. S. Huck	47.27	135.66
E. W. Neprud	44.25	127.00
S. M. Warger	44.25	127.00
S. A. Pellegrino	40.66	116.69
M. W. Carroll	40.23	115.46
<b>Design Engineers</b>		
J. D. Stevenson	36.78	105.56
S. D. Shafer	35.06	100.62
J. M. Sarson	34.77	99.79
S. D. Shank	30.46	87.42
P. N. Wuertz	28.82	82.71
J. C. Tarbell	28.51	81.82
C. D. Mason	26.65	76.49
J. C. Sebolt	25.34	72.73
B. E. Falk	25.00	71.75
A. R. Bush	23.68	67.96
L. P. Long	22.70	65.15
<b>Senior Technicians</b>		
J. K. Green	32.47	93.19
T. L. Wells	31.61	90.72
J. L. Kelly	31.32	89.89
<b>Technicians</b>		
C. E. Burney	26.95	77.35
J. J. Jenkins	21.41	61.45
D. J. Moore	20.23	58.06
B. J. Ledford	20.09	57.66
D. L. Aguilar	13.63	39.12
<b>Special Consultants</b>		
H. G. Jones	43.75	125.56
G. N. Pavlakis	42.25	121.26

**Compensation:**

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

Automobile rate for 2008 has been set at \$0.505 per mile.

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 28<sup>th</sup> day of February, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and RTI Consultants (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RTI CONSULTANTS**

By 

Title Vice President

Dated: 2/1/08

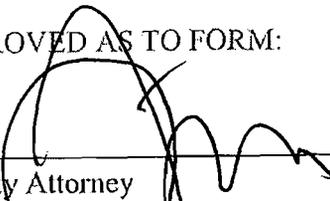
**BOONE COUNTY, MISSOURI**

By 

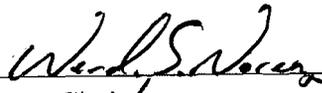
Presiding Commissioner

Dated: 2/28/08

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 2/22/08  
Auditor by cag Date

RTI CONSULTANTS  
SCHEDULE OF SERVICES & FEES  
EFFECTIVE JANUARY 1, 2008

A. Consulting

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

1. CEO, President	\$150.00/hour
2. Principal	\$135.00/hour
3. Project Manager	\$100.00/hour
4. Environmental Consultant	\$95.00/hour
5. Consultant	\$95.00/hour
6. Registered Engineer	\$95.00/hour
7. Registered Architect	\$95.00/hour
8. Field Technician	\$65.00/hour
9. AutoCAD Operator	\$55.00/hour
10. Clerical	\$55.00/hour
11. Deposition/Court Time	\$150.00/hour

B. Construction Monitoring

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

1. Construction Monitor	\$95.00/hour (plus expenses)
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C. Roof Moisture Surveys

Infrared or Capacitance non-destructive roof moisture surveys.

1. Equipment Operator	\$110.00/hour
2. Infrared Equipment	\$450.00/day
3. Nuclear Equipment	\$400.00/day
4. Dielectric Equipment	\$400.00/day

D. Mileage	\$0.50/mile
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E. Air Travel	Cost + 15%
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F. Per Diem	\$140.00/person/day
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G. Miscellaneous Reimbursable (printing, photos, shipping)	Cost + 15%
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H. Additional Insured	\$200.00/each
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Notes: Services and/or fees not listed above will be quoted upon request. The above unit prices are applicable for twelve months from the date of this proposal and are subject to change without notice.

Fees good through December 31, 2008

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 28<sup>th</sup> day of February, 2008, 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 Malicoat-Winslow Engineers, P.C. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MALICOAT-WINSLOW ENGINEERS, P.C.

BOONE COUNTY, MISSOURI

By Fred Malicoat

By [Signature]

Presiding Commissioner

Title V. P.

Dated: 11-12-07

Dated: 2/29/08

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Attorney

[Signature]  
County Clerk

APPROVED:

[Signature] 11/19/07  
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 2/29/08  
Auditor [Signature] Date

HOURLY RATES FOR MALICOAT-WINSLOW ENGINEERS P.C.

PRINCIPAL ENGINEER	\$105/hr
PROFESSIONAL ENGINEER	\$105/hr
ENGINEER-IN-TRAINING	\$70/hr
CADD SUPERVISOR	\$60/hr
CADD TECHNICIAN	\$50/hr
CLERICAL	\$40/hr

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 28<sup>th</sup> day of February, 2008, 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 Scroggs Architecture, P.C. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCROGGS ARCHITECTURE, P.C.

By Stuart S. Scroggs

Title President

Dated: Dec. 20, 2007

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 2/28/08

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

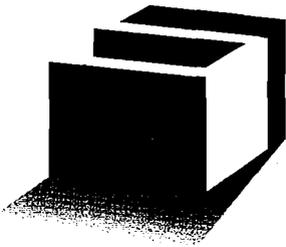
APPROVED:

[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 2/22/08  
Auditor by [Signature] Date



**Scroggs Architecture P.C.**

Stuart S. Scroggs, Principal

1008 Maplewood Dr., Columbia, MO 65203

573-442-5600 Fax 573-442-5611

sss@scroggsarchitecture.com

## **HOURLY RATE LISTING & REIMBURSABLES**

### **SCROGGS ARCHITECTURE P.C.:**

Principal	\$125.00/hr.
Expert Testimony	\$300.00/hr.
Drafting Technician/Clerical	\$ 60.00/hr.

### **REIMBURSABLE EXPENSES:**

Printing of Large Format White Bond Copies @ \$2.00 each  
Printing of Xerox Copies (8-1/2x11) @ \$0.08 each  
Printing of Xerox Copies (11x17) @ \$0.15 each  
Printing of Color Copies (8-1/2x11) @ \$1.25 each  
Postage & Shipping at Actual Cost  
Out of Town Mileage Expense @ \$0.445/mile

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 28<sup>th</sup> day of February 20 08

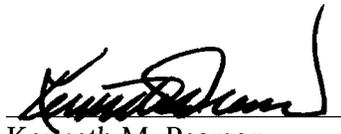
the following, among other proceedings, were had, viz:

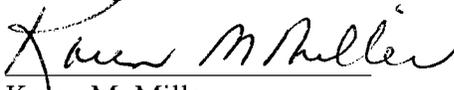
Now on this day the County Commission of the County of Boone does hereby approve the consultant agreement with Maximus Financial Services, Inc. for the Cost Allocation Plan for the Auditor's Office. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 28<sup>th</sup> day of February, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES TO  
THE COUNTY OF BOONE, MISSOURI**

**THIS AGREEMENT**, entered into this 28<sup>th</sup> day of February, 2008, and effective immediately by and between MAXIMUS Financial Services, Inc. (hereinafter called the "Consultant") and the County of Boone, Missouri (hereinafter called the "County"), **WITNESSETH THAT:**

**WHEREAS**, the County is interested in obtaining professional services for the preparation of a central service cost allocation plan and indirect cost rate proposal as defined in US Office of Management & Budget Circular A-87, and

**WHEREAS**, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing such governmental cost determination studies, and

**WHEREAS**, the County desires to engage the Consultant to assist in preparing such a study.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The scope of services is a central service cost allocation plan and indirect cost rate proposal as defined in Consultant's proposal dated January 10, 2008, which is attached hereto and incorporated by reference.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to assure their expeditious completion and best carry out the purposes of the agreement. A final report shall be submitted to the County within six weeks after commencement of on-site work, unless the time for performance is extended at the request of County.

4. **Compensation.** Compensation for all tasks outlined in the proposal shall be a fixed fee of \$7,300.

5. **Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice for \$7,300 upon completion of the cost allocation plan and indirect cost rate proposal and acceptance by the County.

6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are

mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

**7. Services and Materials to be Furnished by County.** The County shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County. The County is responsible for providing accurate and timely information necessary to prepare the central services cost allocation plan.

**8. Rights to Terminate Contract.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

**9. Information and Reports.** The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project as may be requested by the County. The Consultant shall furnish the County, upon request, subject to reasonable prior notice, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Consultant shall not be obligated to deliver copies in person.

**10. Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain interview notes, working papers and other documentation of findings for a period of five years after delivery of the final report.

**11. Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on within the County.

**12. Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

**13. Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only

and shall be disregarded in construing or interpreting any of the provisions of this contract.

**14. Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

**15. County not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

**16. When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

**17. Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

**18. Consultant Certification.** The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe an officer or employee of the County, nor has the Consultant made an admission of guilt of such conduct, which is a matter of record.

**19. Limitation of Liability.** In no event shall either party, its directors, officers, employees or agents be liable for any special, incidental, punitive, indirect, or consequential damages arising out of or in connection with the services provided under this agreement, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof, even if advised of the possibility of such damages. This limitation shall apply to all claims whether under theory of contract, tort (including negligence), strict liability, or otherwise. MAXIMUS Financial Services liability (if any) to customer or any third party is limited to the amount paid to MAXIMUS Financial Services for the services.

**20. Indemnification.** Each party ("Indemnitor") agrees to indemnify and hold the other party ("Indemnitee") harmless from any claims, lawsuits, proceedings, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) made against or incurred by Indemnitee as a result of negligence, misrepresentation, error or

omission on the part of Indemnitor or Indemnitor's employees, agents or representatives.

**21. Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

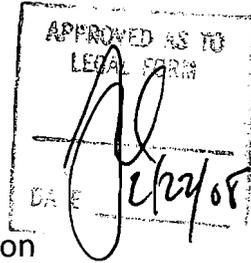
Melinda Bobbitt  
Director of Purchasing  
Boone County Missouri  
601 E. Walnut, 2<sup>nd</sup> floor  
Columbia, Missouri 65201

Robert Antrim  
MAXIMUS Financial Services, Inc.  
Director  
1 West Old State Capitol Plaza, Suite 502  
Springfield, Illinois 62701

**IN WITNESS WHEREOF**, the County and the Consultant have executed this agreement as of the date first written above.

**COUNTY OF BOONE, MISSOURI**

By:   
County Official



**MAXIMUS, Financial Services, Inc., a Virginia Corporation**

By:   
Robert H. Antrim, Director

**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.

Jane Pitchford by KS 2/25/08  
Auditor Date

1190-71101 #7300.00

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

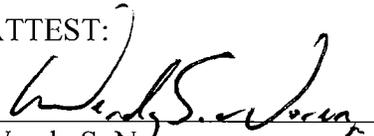
February Session of the January Adjourned Term. 20 08

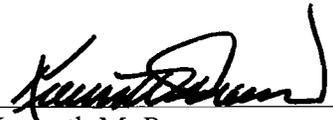
In the County Commission of said county, on the 28<sup>th</sup> day of February 20 08

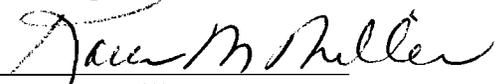
the following, among other proceedings, were had, viz:

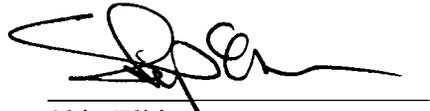
Now on this day the County Commission of the County of Boone does hereby approve the disposal by auction of a Gilcrest Propaver Model 813, fixed asset tag 8702.

Done this 28<sup>th</sup> day of February, 2008.

ATTEST:  
  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

February Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 28<sup>th</sup> day of February 20 08

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

Now on this day the County Commission of the County of Boone does hereby approve the buy-out of the lease agreement with Hewlett-Packard Financial Services Company.

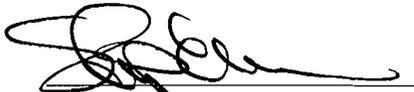
Done this 28<sup>th</sup> day of February, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

HP Financial Services



Hewlett-Packard Financial Services Company  
An HP Company  
420 Mountain Avenue  
P.O. Box 6  
Murray Hill, NJ 07974  
www.hp.com

January 22, 2008

COUNTY OF BOONE  
801 EAST WALNUT

Re: **Lease:** No. 103051 by and between COUNTY OF BOONE, as lessee, and {Hewlett-Packard Company, predecessor in interest to} Hewlett-Packard Financial Services Company, formerly known as Compaq Financial Services Corporation ("**HPFS**"), as lessor ("**Master Lease**").  
**Schedule(s):** 103051000001  
**Effective Date:** 01/14/2008

Dear COUNTY OF BOONE

We are pleased to provide you with the following option to buy-out in full the above-referenced Schedule(s). Please place a check mark in the space provided to the left of the options stated below and sign this letter in the space indicated below and return the original to my attention via facsimile at 908-898-4167. Upon receipt of same by HPFS within thirty (30) days of the date of this letter, this offer shall be a binding contract.

\_\_\_ Buy-out all of the Equipment subject to the above-referenced Schedules for a price of USD 985.00.

The exercise of this option is subject to the following additional terms and conditions:

1. Payment of \$ 0.00 which represents the amount due under the Schedule(s) as of the Effective Date,
2. No default or Lessee Default exists or has occurred with respect to the Schedule(s) or any other agreement between Lessee and HPFS.
3. Lessee will pay any sales taxes applicable to the purchase of the Equipment or Product.
4. In the event that Lessee does not execute this letter agreement within the time period prescribed above, the Schedule(s) shall continue in full force and effect.
5. Effective upon receipt by HPFS of the Purchase Price set forth above, the Equipment or Product purchased under this agreement will no longer be subject to the Schedule(s) and title to the Equipment or Product purchased will pass to Lessee "AS-IS, WHERE-IS, WITH ALL FAULTS" and without representation or warranty of any kind whatsoever, including without limitation, warranties of merchantability or fitness for particular purpose, except that HPFS represents and warrants that it shall transfer good and marketable title to the Equipment or Product purchased hereunder, free and clear of any liens or encumbrances created by or through HPFS; provided, however, that the terms and conditions of the Schedule(s) and Lease Agreement that expressly survive termination thereof shall remain in full force and effect with respect to the Equipment or Product purchased.
6. Upon receipt by HPFS of an executed copy of this letter by Lessee, HPFS shall forward an invoice to Lessee reflecting the buyout amount. This invoice will not include past due amounts which must be paid in full also. Lessee shall pay all amounts due under this Agreement, including without limitation, all amounts set forth in the buyout invoice plus all prior unpaid invoices to: Hewlett Packard Financial Services Company, P.O. Box 402582- Atlanta, GA. 30384. All amounts due under this agreement shall be paid within thirty (30) days of the Effective Date or interest shall accrue on such amounts at the rate prescribed in the Master Lease and/or Schedule(s) until paid in full

Capitalized terms not defined in this letter agreement shall have the meaning set forth in the Master Lease and the Schedule(s). Should you choose not to elect one of the above options at this time, , the Schedule(s) shall continue in full force and effect in the amount of the original Rent in accordance with the Master Lease and Schedules until such time as you have complied with the Lease requirements. Should you have any questions or if I can be of further assistance, please do not hesitate to contact me at 908-898-4327.

Sincerely,

Hewlett-Packard Financial Services Company

Gibran Gill  
Portfolio Specialist

The Lessee, by its undersigned authorized representative, hereby elects the above-indicated option, and accepts and agrees to the terms of this letter.

By: Barbara Morris

Print Name: BARBARA MORRIS

Print Title: ADMINISTRATOR

Phone Number: 573-886-4126

Date: 2-6, 2008

**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.

James E. McHenry 2/25/08  
Auditor by leg Date  
1263-91301

HP Financial Services



Hewlett-Packard Financial Services Company  
 An HP Company  
 420 Mountain Avenue  
 P.O. Box 6  
 Murray Hill, NJ 07974  
 www.hp.com

Equipment Description	Manufacturer Code	Part Number	Serial Number	OEC	Buyout Offer
Evo D530 UDT Base, No CPU, No RAM, No HD	HP	DB670AV	USV42704RB	USD234.00	USD34.10
Evo D530 UDT Base, No CPU, No RAM, No HD	HP	DB670AV	USV42704RC	USD234.00	USD34.10
Evo D530 UDT Base, No CPU, No RAM, No HD	HP	DB670AV	USV42704RF	USD234.00	USD34.10
Evo D530 UDT Base, No CPU, No RAM, No HD	HP	DB670AV	USV42704RG	USD234.00	USD34.10
40GB ATA/100 7200rpm HD 1st	HP	DD707AV		USD69.00	USD10.04
40GB ATA/100 7200rpm HD 1st	HP	DD707AV		USD69.00	USD10.04
Evo D530 UDT Base, No CPU, No RAM, No HD	HP	DB670AV	USV42704RD	USD234.00	USD34.10
Evo D530 UDT Base, No CPU, No RAM, No HD	HP	DB670AV	USV42704RH	USD234.00	USD34.10
Evo D530 UDT Base, No CPU, No RAM, No HD	HP	DB670AV	USV42704RJ	USD234.00	USD34.10
40GB ATA/100 7200rpm HD 1st	HP	DD707AV		USD69.00	USD10.04
40GB ATA/100 7200rpm HD 1st	HP	DD707AV		USD69.00	USD10.04
40GB ATA/100 7200rpm HD 1st	HP	DD707AV		USD69.00	USD10.04
MultiBay 24x CD-ROM Drive	HP	DD719AV		USD29.00	USD4.22
MultiBay 24x CD-ROM Drive	HP	DD719AV		USD29.00	USD4.22
512MB DDR PC2700 non ECC	HP	DD727AV		USD100.00	USD14.57
512MB DDR PC2700 non ECC	HP	DD727AV		USD100.00	USD14.57
512MB DDR PC2700 non ECC	HP	DD727AV		USD100.00	USD14.57
512MB DDR PC2700 non ECC	HP	DD727AV		USD100.00	USD14.57
512MB DDR PC2700 non ECC	HP	DD727AV		USD100.00	USD14.57
512MB DDR PC2700 non ECC	HP	DD727AV		USD100.00	USD14.57
512MB DDR PC2700 non ECC	HP	DD727AV		USD100.00	USD14.57
512MB DDR PC2700 non ECC	HP	DD727AV		USD100.00	USD14.57
40GB ATA/100 7200rpm HD 1st	HP	DD707AV		USD69.00	USD10.04
40GB ATA/100 7200rpm HD 1st	HP	DD707AV		USD69.00	USD10.04
MultiBay 24x CD-ROM Drive	HP	DD719AV		USD29.00	USD4.22
MultiBay 24x CD-ROM Drive	HP	DD719AV		USD29.00	USD4.22
MultiBay 24x CD-ROM Drive	HP	DD719AV		USD29.00	USD4.22

HP Financial Services



Hewlett-Packard Financial Services Company  
 An HP Company  
 420 Mountain Avenue  
 P.O. Box 6  
 Murray Hill, NJ 07974  
 www.hp.com

Equipment Description	Manufacturer Code	Part Number	Serial Number	OEC	Buyout Offer
MultiBay 24x CD-ROM Drive	HP	DD719AV		USD29.00	USD4.22
MultiBay 24x CD-ROM Drive	HP	DD719AV		USD29.00	USD4.22
Maple Restore Media and License	HP	DZ999AV		USD0.00	USD0.00
s7540 17in CRT Monitor, 16.0 VIS, 0.28mm DP, 1280x1024@60Hz	HP	PF997AA	CNN4481XFF	USD136.00	USD30.00
USB Scroll Mouse, Carbonite	HP	DD734AV		USD3.00	USD0.43
USB Scroll Mouse, Carbonite	HP	DD734AV		USD3.00	USD0.43
USB Scroll Mouse, Carbonite	HP	DD734AV		USD3.00	USD0.43
USB Scroll Mouse, Carbonite	HP	DD734AV		USD3.00	USD0.43
USB Scroll Mouse, Carbonite	HP	DD734AV		USD3.00	USD0.43
USB Scroll Mouse, Carbonite	HP	DD734AV		USD3.00	USD0.43
USB Scroll Mouse, Carbonite	HP	DD734AV		USD3.00	USD0.43
Easy Access Keyboard, USB, Carbonite/Silver	HP	DD779AV		USD8.00	USD1.16
Easy Access Keyboard, USB, Carbonite/Silver	HP	DD779AV		USD8.00	USD1.16
Easy Access Keyboard, USB, Carbonite/Silver	HP	DD779AV		USD8.00	USD1.16
Easy Access Keyboard, USB, Carbonite/Silver	HP	DD779AV		USD8.00	USD1.16
Easy Access Keyboard, USB, Carbonite/Silver	HP	DD779AV		USD8.00	USD1.16
MS Windows XP Restore Media Kit Only	HP	DR482AV		USD0.00	USD0.00
MS Windows XP Restore Media Kit Only	HP	DR482AV		USD0.00	USD0.00
Miscellaneous Charges	NOBRAND	MISC		USD0.00	USD0.00
V7550 17in Flat Square Monitor, 0.25mm DP, 16in Viewable, 1600x1200@65Hz	HP	P9013A	CNG42503CW	USD123.00	USD17.92
V7550 17in Flat Square Monitor, 0.25mm DP, 16in Viewable, 1600x1200@65Hz	HP	P9013A	CNG42503CX	USD123.00	USD17.92
V7550 17in Flat Square Monitor, 0.25mm DP, 16in Viewable, 1600x1200@65Hz	HP	P9013A	CNG42503DL	USD123.00	USD17.92
V7550 17in Flat Square Monitor, 0.25mm DP, 16in Viewable, 1600x1200@65Hz	HP	P9013A	CNG42503DN	USD123.00	USD17.92
V7550 17in Flat Square Monitor, 0.25mm DP, 16in Viewable, 1600x1200@65Hz	HP	P9013A	CNG42503D5	USD123.00	USD17.92
V7550 17in Flat Square Monitor, 0.25mm DP, 16in Viewable, 1600x1200@65Hz	HP	P9013A	CNG42503FK	USD123.00	USD17.92

HP Financial Services



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 An HP Company  
 420 Mountain Avenue  
 P.O. Box 6  
 Murray Hill, NJ 07974  
 www.hp.com

Equipment Description	Manufacturer Code	Part Number	Serial Number	OEC	Buyout Offer
Viewable, 1600x1200@65Hz	NOBRAND	MISC		USD0.00	USD0.00
Miscellaneous Charges	NOBRAND	MISC		USD0.00	USD0.00
dc5000 SFF Base, No CPU, 0 RAM, No HD	HP	DX854AV	2UA5010520	USD151.00	USD22.00
MS Windows Pro SP1a License	HP	DZ969AV		USD124.00	USD0.00
3.2GHz Intel Pentium 4 Processor, 800MHz FSB	HP	DX862AV		USD302.00	USD43.99
512MB DDR SDRAM Kit, 2 x 256MB DIMM's, PC2700	HP	DX797AV		USD151.00	USD22.00
40GB Hard Disk Drive, 7200rpm	HP	DX771AV		USD80.00	USD11.66
48x CD-ROM Drive	HP	DX809AV		USD18.00	USD2.63
Standard Keyboard	HP	DX822AV		USD11.00	USD1.61
2 Button Scroll Mouse	HP	DX804AV		USD5.00	USD0.73
Country Kit	HP	DZ619AV		USD14.00	USD2.04
Miscellaneous Charges	NOBRAND	MISC		USD0.00	USD0.00
2.8GHz Intel Pentium 4 Processor, 533MHz FSB	HP	PD932AV		USD255.00	USD37.15
2.8GHz Intel Pentium 4 Processor, 533MHz FSB	HP	PD932AV		USD255.00	USD37.15
2.8GHz Intel Pentium 4 Processor, 533MHz FSB	HP	PD932AV		USD255.00	USD37.15
2.8GHz Intel Pentium 4 Processor, 533MHz FSB	HP	PD932AV		USD255.00	USD37.15
2.8GHz Intel Pentium 4 Processor, 533MHz FSB	HP	PD932AV		USD255.00	USD37.15
2.8GHz Intel Pentium 4 Processor, 533MHz FSB	HP	PD932AV		USD255.00	USD37.15
2.8GHz Intel Pentium 4 Processor, 533MHz FSB	HP	PD932AV		USD255.00	USD37.15
Country Kit	HP	DD866AV		USD10.00	USD1.46
Country Kit	HP	DD866AV		USD10.00	USD1.46
Country Kit	HP	DD866AV		USD10.00	USD1.46
Country Kit	HP	DD866AV		USD10.00	USD1.46
Country Kit	HP	DD866AV		USD10.00	USD1.46
Country Kit	HP	DD866AV		USD10.00	USD1.46
Country Kit	HP	DD866AV		USD10.00	USD1.46
Country Kit	HP	DD866AV		USD10.00	USD1.46
Thermal Kit	HP	DE905AV		USD1.00	USD0.14
Thermal Kit	HP	DE905AV		USD1.00	USD0.14
Thermal Kit	HP	DE905AV		USD1.00	USD0.14
Thermal Kit	HP	DE905AV		USD1.00	USD0.14
Thermal Kit	HP	DE905AV		USD1.00	USD0.14

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 Murray Hill, NJ 07974  
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Equipment Description	Manufacturer Code	Part Number	Serial Number	OEC	Buyout Offer
Thermal Kit	HP	DE905AV		USD1.00	USD0.14
Thermal Kit	HP	DE905AV		USD1.00	USD0.14
Easy Access Keyboard, USB, Carbonite/Silver	HP	DD779AV		USD8.00	USD1.16
Easy Access Keyboard, USB, Carbonite/Silver	HP	DD779AV		USD8.00	USD1.16
MS Windows XP Pro SP1	HP	DQ747AV		USD81.00	USD0.00
MS Windows XP Pro SP1	HP	DQ747AV		USD81.00	USD0.00
MS Windows XP Pro SP1	HP	DQ747AV		USD81.00	USD0.00
MS Windows XP Pro SP1	HP	DQ747AV		USD81.00	USD0.00
MS Windows XP Pro SP1	HP	DQ747AV		USD81.00	USD0.00
MS Windows XP Pro SP1	HP	DQ747AV		USD81.00	USD0.00
MS Windows XP Pro SP1	HP	DQ747AV		USD81.00	USD0.00
MS Windows XP Restore Media Kit Only	HP	DR482AV		USD0.00	USD0.00
MS Windows XP Restore Media Kit Only	HP	DR482AV		USD0.00	USD0.00
MS Windows XP Restore Media Kit Only	HP	DR482AV		USD0.00	USD0.00
MS Windows XP Restore Media Kit Only	HP	DR482AV		USD0.00	USD0.00
MS Windows XP Restore Media Kit Only	HP	DR482AV		USD0.00	USD0.00
V7550 17in Flat Square Monitor, 0.25mm DP, 16in Viewable, 1600x1200@65Hz	HP	P9013A	CNG42503D9	USD123.00	USD17.92
				Fees:	USD0.00
				Total:	USD7,383.00 USD985.00

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 28<sup>th</sup> day of February 20 08

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

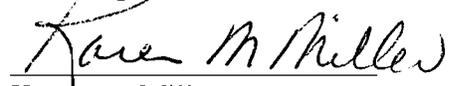
Now on this day the County Commission of the County of Boone does hereby appoint Boyd L. Harris to the Planning and Zoning Commission for a term beginning February 28, 2008, and ending February 27, 2012.

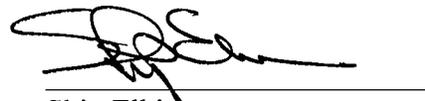
Done this 28<sup>th</sup> day of February, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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



RECEIVED FEB 28 2008  
Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

effective 2/28/08  
xpi. 2/27/2012

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Planning & Zoning Term: 2008-2010

Current Township: CENTRALIA Today's Date: 1-31-2008

Name: BOYD L. HARRIS

Home Address: 19510 N. Drew Rd. Town Centralia Zip Code: 65240

Business Address: 1397 E Hwy 22 Town Centralia Zip Code: 65240

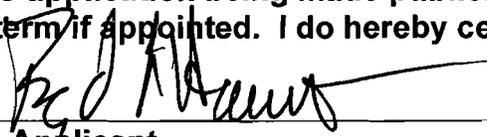
Home Phone: 573-682-9300 3133 Work Phone: 573-682-9862  
Fax: 573-682-9813 E-mail: boyd@agrilandappraisals.com

Qualifications: Property owner, P&Z commissioner, Developer, Broker, Certified Appraiser.

Past Community Service: Chamber Board, County P&Z,

References: James Peck - Commerce Bank - 573-477-3001  
Lynn Behrus - City of Centralia - 573-682-2849

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

  
Applicant  
Signature

Return Application Boone County Commission Office  
To: Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311

# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 28<sup>th</sup> day of February 20 08

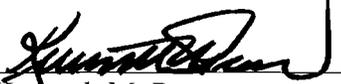
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Wanda F. Marvel to Boone County Family Resources Board of Directors for a term beginning February 28, 2008, and ending February 27, 2011.

Done this 28<sup>th</sup> day of February, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

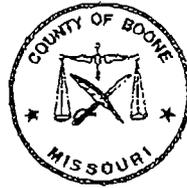
  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

121-2008

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



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

eff. 5/1/08  
expires 4/27/2011

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: BCJR Term: \_\_\_\_\_

Current Township: Columbia MO Today's Date: 1-30-08

Name: Wanda J. Marvel

Home Address: 2609 Summit Rd Town Columbia Zip Code: 65203

Business Address: 4712 Country Club Dr Town Jeff City Zip Code: 65109

Home Phone: 573-445-6437 Work Phone: 573-893-3700 x1325  
Fax: Work 573-893-2809 E-mail: wmarvel@mail.mhanet.edu

Qualifications: 30 years healthcare experience. Advanced practice nurse - currently Director of Performance Measurement & Accred. at Mo Hospital Assoc. Nursing experience with Alzheimer's and disabled individuals including psychiatric disorders

Past Community Service: City of Columbia Insurance Committee which dissolved, 4 yrs on BCJR Board. Previous Board membership & officer of Hospice, & nursing organizations.

References: Dwight Fine, Sharon Baenett, Becky Miller, Duain Gardner

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Wanda Marvel  
Applicant  
Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311

Application for Appointment to Board of Director of Boone County Family Resources

Boone County Family Resources was established in 1976 with the passage of a special property tax levy. The agency, through its Board of Directors, purchases and provides services for eligible persons of all ages with developmental disabilities. As an administrative agent of the Department of Mental Health, the scope of services has expanded since establishment of the agency, and has grown to include residential services, vocational and practical living skills training, and family support services. The agency is nationally accredited and has a multi-million dollar budget. Additional information about the agency may be obtained at the agency's website, [www.bcfr.org](http://www.bcfr.org), or by contacting the agency.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board, agency policy and the resolution adopted by the Board regarding disclosure of potential conflicts of interest on file with the Missouri Ethics Commission. Board members of Boone County Family Resources also serve on the board of Life and Work Connections, Inc., a Section 501(c)(3) corporation that provides vocational services to young adults through a contractual arrangement with Boone County Family Resources. As appointees of a statutorily created entity with broad powers, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the agency they serve. Conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: Marvel Wanda W.  
Last First Middle Initial

Home Address: 2609 Summit Rd

City: Columbia, MD Zip: 65203

Employment Address: MO Hospital Assoc

City: Jefferson City MD Zip: 65109

At which address would you prefer to be contacted:  Home  Business

Email Address (where you wish to be contacted): WMarvel@mail.mhanet.com

Home Phone: 573-445-6437 Business Phone: 573 893 3700  
X1325

Section 205.970 RSMo requires that at least 7 of the board members be residents of the county where the facility is located. Are you a Boone County resident and how long have you lived in Boone County? 26 Years 1 Months

Are you a registered voter?  Yes  No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

Current BCFR  
City of Columbia Insurance; Carpe Diem Hospice

What other professional, civic or community endeavors are you currently involved in?

Sigma Theta Tau, Mo Nurses Assoc, Mo Healthcare Quality,

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

No

Section 205.970, Revised Statutes of Missouri, requires that at two of the nine members of the board of directors be related by blood or marriage within the third degree to a handicapped person as defined in Section 205.968 as a person who is "lower range educable or upper range trainable mentally retarded or a person who has a developmental disability." Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes?

[Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.] If yes, please identify the person and the relationship.

Michael Marvel brother  
Person Relationship

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Have you or a related family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Michael Maroel Brother - resides Granada Apt.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

Brother who is developmentally disabled. RN

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? If yes, please explain.

No

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? If so, please give dates of employment and position held.

No

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Family Resources? If so, identify the interest and the relationship.

NO

Have you ever been arrested, charged, or convicted of any felony? \_\_\_\_\_ Yes  No  
If yes, please explain.

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? \_\_\_\_\_ Yes  No  
If yes, please explain.

References:

Name	Nature of Relationship	Contact Information	Years Known
Sharon Burnett	CO-Worker	573-893-3700	6.5 yrs
Dwain Gardner	friend	442-3483	20 yrs

By my signature, I agree to comply fully with board policy, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Board of Directors of Boone County Family Resources.

Wanda Murrell  
Signature

Jan 30, 2008  
Date