

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of March 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C112239001 for Small Hand and Power Tools & Accessories.

The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 13th day of March, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Robbins**  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: March 3, 2014  
RE: State of MO Cooperative Contract C112239001 – Small Hand & Power Tools & Accessories

Purchasing and Public Works request permission to utilize the State of Missouri Cooperative Contract C112239001 – Small Hand & Power Tools & Accessories to purchase one (1) Verus Pro Industrial Diagnostic & Information System from Snap-On Industrial.

Total cost for the Verus Pro is \$7,274.25.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 92300 - Replacement Machinery & Equipment.

cc: Greg Edington, PW  
Contract File

**PURCHASE AGREEMENT  
FOR  
Small Hand and Power Tools and Accessories**

**THIS AGREEMENT** dated the 13<sup>th</sup> day of March 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Snap-On Industrial**, herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **Verus Pro Industrial Diagnostic & Information System**, Snap-On quote number 221599, the State of Missouri Contract **C112239001** in participation with the National Association of State Purchasing Officials (NASPO) contract n15-2011 with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the NASPO Contract Terms & Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Verus Pro Industrial Diagnostic & Information System as follows:

<u>Description</u>	<u>List Price</u>	<u>Discount</u>	<u>Unit Price</u>
<b>EEMS327M14IN Verus Pro Industrial</b>	<b>\$9,699.00</b>	<b>25%</b>	<b>\$7,274.25</b>
<ul style="list-style-type: none"> <li>• Modular diagnostic &amp; information system</li> <li>• ShopStream™ integrated diagnostic software suite</li> <li>• Upgradeable software</li> <li>• 4-channel lab/ignition scope</li> <li>• Color graphing scan tool</li> <li>• Domestic and Asian Fast-Track® Troubleshooter</li> <li>• Fast-track Reference database</li> <li>• Digital Graphing Multimeter</li> <li>• Customer/Vehicle information database function</li> <li>• Data manager function</li> <li>• Open Internet browser</li> <li>• Keyless, wireless scan module</li> </ul>			
<b>TOTAL</b>			<b>\$7,274.25</b>

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 3-5 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's quote. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

102-2014

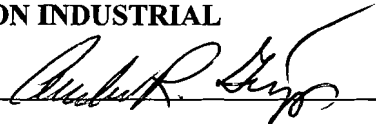
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

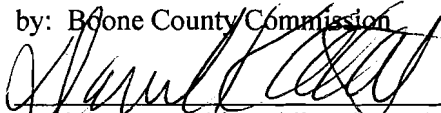
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

**SNAP-ON INDUSTRIAL**

by   
title President, Industrial

**BOONE COUNTY, MISSOURI**

by: ~~Boone County Commission~~  
  
Daniel K. Atwill, Presiding Commissioner

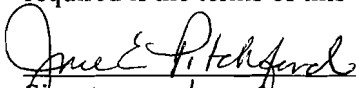
APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

  
Signature by JP

3/5/14  
Date

2040-92300 - \$7,274.25

Appropriation Account

**(Please complete and return with Contract)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

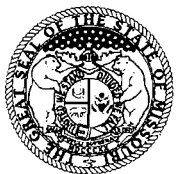
Andrew R. Ginger, President Industrial  
Name and Title of Authorized Representative

Andrew R. Ginger  
Signature

2/24/14  
Date

## **STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
12. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

**NOTIFICATION OF STATEWIDE CONTRACT**

Date: 09/26/13

**CONTRACT TITLE:** Small Hand and Power Tools and Accessories

**CURRENT CONTRACT PERIOD:** September 20, 2013 through September 19, 2015

**BUYER INFORMATION:** Liz Palazzolo  
573-751-4885  
liz.palazzolo@oa.mo.gov

<b>RENEWAL INFORMATION</b>	<b>Original Contract Period</b>	<b>Potential Final Expiration</b>
	May 24, 2012 through September 19, 2013	September 20, 2015 through September 19, 2017

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

<b>CONTRACT NUMBER</b>	<b>VENDOR NUMBER</b>	<b>VENDOR INFORMATION</b>	<b>MBE/WBE</b>	<b>COOP PROCUREMENT</b>
C112239001	3640702940A	Snap-On Industrial 2801 80 <sup>th</sup> Street Kensha, WI 53141-17410  Contact Person: Larry Jefferson Phone: 704-236-7254 E-mail: Lawrence.C.Jefferson@snapon.com	No	Yes
C112239002	06073233400	Hilti, Inc. 5400 S. 122 <sup>nd</sup> E. Avenue Tulsa, OK 74146-6007	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
		Contact Person: Bruce Mitchell Phone: 918-872-3240 E-mail: bruce.mitchell@hilti.com		

### STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
09/20/13 through 09/19/15	09/26/13	<b>Hilti's contract has been renewed as well as the Snap-On contract. Updated pricing is available in a separate attachment to this notice for both Hilti and Snap-On.</b>
09/20/13 through 09/19/15	09/06/13	To date only the Snap-On contract has been renewed. The Hilti renewal is in process. Check the website for new pricing for Snap-On.
May 24, 2012 through September 19, 2013	06/29/12	<b>Initial issuance of new statewide contracts.</b>



**Purpose and Use of Contracts C112239001 and C112239002:**

Contract C112239001 is with Snap-On Industrial and contract C112239002 is with Hilti, Inc. for small hand and power tools and accessories. Missouri is participating in the National Association of State Purchasing Officials (NASPO) contract which offers Missouri state agencies and cooperative procurement entities deeper discount off MSRP list pricing.

The contracts are non-mandatory. Agencies are encouraged to use the contracts but also have the ability to use local purchase authority to purchase small hand and power tools and accessories from other sources so long as the provisions of the Local Purchasing Authority Delegation are followed. The Delegation can be viewed and downloaded from the internet at this site: <http://oa.mo.gov/purch/agencyinfo/deptpad.pdf>.

**ORDERING:**

**First Time Internet Website Users:** On-line ordering is available after account registration and set-up. Faxed and phone-in ordering is also available. First time users need to first contact Snap-On and Hilti:

- For Snap-On Industrial, contact Larry Jefferson, see first page of this notification for details.
- For Hilti, Inc., contact the Hilti government specialists at 800-950-6119 or by e-mail at [government@hilti.com](mailto:government@hilti.com).

**Snap-On**

Phone	877-740-1900
Fax	877-740-1880
Mail	Snap-On P.O. Box 9004 Crystal Lake, IL 60039
Internet	<a href="http://www1.snapon.com/Industrial/Government_Military/StateofMissouri.html">http://www1.snapon.com/Industrial/Government Military/StateofMissouri.html</a>

**Hilti, Inc.**

Phone	800-950-6119
Fax	800-950-6610
Mail	Hilti, Inc. P.O. Box 21148 Tulsa, OK 74141-1148
E-mail	<a href="mailto:government@hilti.com">government@hilti.com</a>
Internet	<a href="http://www.us.hilti.com/naspo">www.us.hilti.com/naspo</a>

**DISCOUNTS AND PRICING**

<b>Category Discount</b>	<b>C112239001, Snap-On</b>	<b>C112239002, Hilti, Inc.</b>
<b>Power Hand tools</b>	Pricing is available on the website: see above for address.	40% off Hilti list price
<b>Accessories (includes drill bits, core bits, reciprocating saw blades,</b>	Pricing is available on the website: see	45% off Hilti list price

etc.) for use by the power hand tools.	above address.	for	
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**Pricing:** Other contract pricing is available on-line at the identified contract websites.

To access contract pricing, first time users have to register to access the website with contract pricing:

- For Snap-On Industrial, go to:  
[http://www1.snapon.com/Industrial/Government\\_Military/StateofMissouri.html](http://www1.snapon.com/Industrial/Government_Military/StateofMissouri.html)
- For Hilti, Inc.:
  - Go to [www.us.hilti.com/NASPO](http://www.us.hilti.com/NASPO).
  - If the user knows their Hilti account number, call 800-950-6119 to get your Hilti on-line account set up.
  - Also, if the user does not know or does not have a Hilti account number, call 800-950-6119.

**CATALOGS:**

**Website catalogs:** All products available under the established contracts are accessible through customized Internet-based catalogs on the each of the contractor’s specific websites. The pricing the state agency sees for items in the website catalog is the *already discounted price* if the agency has registered and logged-in at the specific website listed below.

- Snap-On: [http://www1.snapon.com/Industrial/Government\\_Military/StateofMissouri.html](http://www1.snapon.com/Industrial/Government_Military/StateofMissouri.html)
- Hilti – [www.us.hilti.com/NASPO](http://www.us.hilti.com/NASPO).

**Hard copy catalogs:** Hard copy catalogs are available upon request at no additional cost. Agencies should contact the applicable contractor to obtain a hard copy catalog.

**FREIGHT/MINIMUM ORDERS AND OTHER FEES:**

None: There are no minimum order, special order, shipping (except for requested Rush Delivery), hazardous materials, pallet, fuel or other surcharges.

<b>Snap-On</b>	No minimum order. No freight charges on all catalog and web orders. Special orders (i.e. large drop shipments) will be pre-quoted with a freight charge prior to acceptance of the order.
<b>Hilti, Inc.</b>	No minimum order. No freight charges on all catalog and web orders. Special orders (i.e. large drop shipments) will be pre-quoted with a freight charge prior to acceptance of the order. Expedited shipping will be charged extra.

**DELIVERY:**

<b>Snap-On</b>	All shipments are F.O.B. Destination, freight prepaid and allowed. Delivery for in-stock items is guaranteed in 3-5 business days after receipt of order.
<b>Hilti, Inc.</b>	All shipments are F.O.B. Destination, freight prepaid and allowed. Delivery for in-stock items is guaranteed in 2-3 business days after receipt of order.

**WARRANTY TERMS:**

<b>Snap-On</b>	For information on manufacturers' warranties, please contact Customer Care at 1-877-740-1900. Standard terms of warranty guaranteed by the Uniform Commercial Code are included in the NASPO agreement which is the basis of the Missouri contract.
<b>Hilti, Inc.</b>	Hilti warrants that for a period of 12 months from the date it sells a product it will, at its sole option and discretion, refund the purchase price, repair, or replace such product if it contains a defect in material or workmanship

**RETURNS:**

<b>Snap-On</b>	<p>Returns of Product. Products may be returned for any reason within 30 days of delivery. To return a product, call 1-877-762-7664 or email a return request to <a href="mailto:eorders@snapon.com">eorders@snapon.com</a> to request a Return Goods Authorization form ("RGA"). The RGA will provide detailed instructions on the return process.</p> <p>Terms for return: The product must be in new, unopened, sellable condition when returning for a refund. Opened software and gift cards are NON-returnable/refundable. Upon receipt and confirmation of the return by Snap-on, the state customer's P-card will be credited for the amount of the purchase price of the item, less shipping charges for the return, except in cases where Snap-On has shipped the wrong product, or in the case of a damaged or defective product. In the case of a damaged or defective product, the state agency customer may choose to have the product replaced with the identical product, or if the product shipped was not the product ordered by the state agency, the state agency may elect to have the correct product shipped. Only product purchased from the identified contract Snap-On website can be returned in this fashion. Snap-on requires that the customer return the product with prepaid insurance using UPS or Parcel Post. Snap-on will not accept returns sent C.O.D. If the product was damaged in transit, Snap-on requests that the customer hold the product and original packaging, and call the carrier for inspection and pick-up.</p>
<b>Hilti, Inc.</b>	Products must be in saleable condition to qualify for return. Saleable condition is defined as unused items in original undamaged packaging and unbroken quantities and in as-new condition. All returns are subject to Hilti inspection and acceptance, and a \$125 restocking charge if returned more than 90 days after invoice date. Proof of purchase is required for all returned materials.

**CUSTOMER SUPPORT/ORDER TRACKING/BILLING CONTACT:**

<b>Snap-On</b>	<p>For contract support contact Larry Jefferson @ 704-236-7254 or <a href="mailto:Lawrence.c.jefferson@snapon.com">Lawrence.c.jefferson@snapon.com</a></p> <p>For Orders/Tracking call 877-740-1900</p>
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<b>Hilti, Inc.</b>	<p>Hilti's Government customer service representatives are available from 6:30 am to 6:00 pm, Monday through Friday, in the central standard time zone. The state agency can contact the Hilti Government customer service representatives for quotes, orders, order tracking or for questions at:</p> <p>Phone – 800-950-6119  Fax – 800-950-6610  Email – government@hilti.com</p>
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**TRAINING:**

<b>Snap-On</b>	<p>Snap-on offers as-needed training. Please contact Larry Jefferson for details.</p>
<b>Hilti, Inc.</b>	<p>Hilti will assist the state agency in acquiring product information to make the best product choice for the state agency's particular needs. The local Hilti representative can demonstrate, on location, the different power hand tools and their applications. To schedule a visit by a local Hilti representative contact:</p> <p style="text-align: center;">Hilti Government Customer Service  Phone – 800-950-6119  Email – government@ hilti.com</p>

**LOCAL BRANCH LOCATIONS:**

<b>Hilti, Inc.</b>	<p><b>Kansas City</b>  <b>1510 S. Walnut St.</b>  <b>Kansas City, MO 64108</b></p> <p><b>St. Louis</b>  <b>1641 S. Vandeventer</b>  <b>St. Louis, MO 63110</b></p>
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**State of Missouri  
Office of Administration  
Division of Purchasing and Materials Management  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

**Rating Scale:** 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:**

Office of Administration  
Division of Purchasing and Materials Management  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102  
**You may also e-mail form to the buyer as an attachment at**  
[liz.palazzolo@oa.mo.gov](mailto:liz.palazzolo@oa.mo.gov)

## Snap- on Industrial Price List - IPL1302 February 2013

Build Date: 01/29/2013			Effective Date: 02/23/2013		
Item Number	Description	Price Group	CAT1200i Page	List Price	Weight
EEMS325L14IN	VERUS WIRELE	H00		9699.00	30.00
EEMS327	VERUS PRO	H01		9749.00	28.00
EEMS327L14IN	VERUS PRO	H00		9699.00	28.00
EEPD500	DIESEL COMPR	D00	451	207.00	4.90
EEPD500-3	3 PACK SPRIN	D01		5.15	0.05
EEPI175	175W POWER I	D00	462	62.10	1.20
EEPI2250	2250W POWER	D00	462	499.90	11.56
EEPV302AH	PRESSURE TRA	H00	416	319.99	0.56
EEPV302AL	PRESSURE TRA	H00	416	319.99	0.50
EEPV302AT	PRESSURE TRA	H00	416	319.99	0.56
EEPV307A	(EEPV5G12T)	B00			
EEPV312A	GM/SUZU 6.6	B00	451	62.10	0.16
EEPV312C	GLOW PLUG CO	D01		54.95	0.10
EEPV313A	(EEPV313C)	B00	451		
EEPV313C	DIESEL COMPR	D01		127.09	0.10
EEPV314A	FORD/NAVISTA	B00	451	87.95	0.30
EEPV314C	DIESEL COMPR	D01		39.95	0.10
EEPV315A	VOLKSWAGEN 1	B00	451	87.95	0.27
EEPV317A	FORD 6.0L DI	B00	451	113.85	0.31
EEPV317C	DIESEL COMPR	D01		50.98	0.10
EEPV500	AUTOMOTIVE C	D00	450	213.99	5.00
EEPV503	MOTORCYCLE C	D00	243 450	213.99	5.10
EEPV507	ENGINE OIL P	D00	452 544	191.99	4.85
EEPV508	TRANNY AND E	D00	452 507	382.99	5.50
EEPV509	CYLINDER LEA	D00	452	279.99	6.00
EEPV5-100G	100 PSI GAUG	D01	452	56.90	0.25
EEPV511	VACUUM AND F	D00	452	181.99	4.90
EEPV5-500G	GAUGE AND BO	D01	452	82.80	0.50
EEPV5-BOOT1	PRESSURE OR	D01	452	8.25	0.05
EEPV5-BOOT2	500 PSI PRES	D01	452	8.25	0.05
EEPV5F-0	2PK MALE QUI	D01	452	8.25	0.01
EEPV5F-1	2IN PIPE NIP	D01	452	5.15	0.05
EEPV5F-10	M12 X 1.5 AD	D01	452	8.25	0.05
EEPV5F-11	M12 X 1.75 A	D01	452	10.35	0.05
EEPV5F-12	M14 X 1.5 AD	D01	452	8.25	0.05
EEPV5F-13	M16 X 1.5 AD	D01	452	10.35	0.05
EEPV5F-14	M18 X 1.5 AD	D01	452	10.35	0.05
EEPV5F-15	5/16-24 ADAP	D01	452	13.45	0.05
EEPV5F-16	7/16IN X 20	D01	452	10.35	0.05
EEPV5F-17	1/16-17 ADAP	D01	452	8.25	0.05
EEPV5F-18	M8 X 1.0 TRA	D01	452	8.25	0.05
EEPV5F-19	M8 X 1.0 ADA	D01	452	10.35	0.05
EEPV5F-2	1/4IN M X 1/	D01	452	4.15	0.05
EEPV5F-20	M8 X 1.25 AD	D01	452	10.35	0.05
EEPV5F-3	3/8IN M X 1/	D01	452	4.15	0.05
EEPV5F-4	1/8 FNPT COU	D01	452	4.15	0.05
EEPV5F-5	1/8IN M X 1/	D01	452	5.15	0.05
EEPV5F-6	R1/8-28 JAPA	D01	452	8.25	0.05
EEPV5F-7	M10 X 1.0 EU	D01	452	8.25	0.05
EEPV5F-8	M10 X 1.0 AD	D01	452	8.25	0.05



# Quote

Submit To: Snap-on Industrial  
 A Division of IDSC Holdings, LLC  
 PO BOX 9004  
 Crystal Lake, IL 60039-9004  
  
 (877)740-1900

Number **221599** Date: 1/3/2014  
 Type Quote  
 Customer # 200220116 Valid Until: 3/4/2014  
 Cust PO #  
 Ship Via UPS GROUND  
 Terms NET 30 DAYS  
 Sales Rep **023040 Scott Williams, Phone: (913)579-5487**  
 Fax/Mobile (913)904-9643 / (913)579-5487  
 E-mail scott.l.williams@snapon.com

**Delivery To: 200220116**  
 BOONE COUNTY PUBLIC WORKS  
 FLEET MANAGER  
 5551 HWY 63 S  
 COLUMBIA, MO 65201  
  
 ATTN: Greg Edington

**Bill To: 300505281**  
 BOONE COUNTY PUBLIC WORKS  
 FLEET MANAGER  
 5551 HWY 63 S  
 COLUMBIA, MO 65201

Quoted under Missouri State Contract C112239001

Discount on this diagnostic product is 25%.

Item	Description	Qty	List Price	Unit Price	Total
EEMS327M14IN	VERUS PRO INDUSTRIAL	1	9,699.00	7,274.25	7,274.25

Tax and freight shown are estimates.  
 Applicable tax and freight will be charged to the Customers account.

**Sub Total \$7,274.25**  
**Tax \$0.00**  
**Freight \$0.00**  


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**Total \$7,274.25**

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

# ***Snap-on Diagnostics***

September 18, 2013

To Whom It May Concern:

Thank you for your interest in Snap- on diagnostic tools.

This is to inform you that the following diagnostic products were designed and developed by Snap- on Diagnostics, for exclusive distribution by Snap- on:

Snap- on Diagnostic Software Versions XX.X  
(XX represents publication year; X represents publication quarter)

Snap- on® VERUS®PRO Diagnostic & Information System

Snap- on® VERUS® Diagnostic & Information System

Snap- on® VERDICT™ Diagnostic & Information System

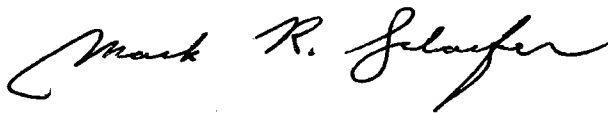
Snap- on® MODIS™ Ultra Diagnostic System

Snap- on® Vantage PRO™ Component Test System

Snap- on® SOLUS Ultra® Scan Tool

Blue- Point® MICROSCAN®III Scan Tool

Best regards,



Mark Schaefer  
Director, Marketing – Snap- on Diagnostics

**Snap- on Diagnostics**

420 Barclay Blvd. · Lincolnshire, IL 60069- 3606 · FAX: 847- 478- 7310 · 847- 478- 0700



# Missouri Hand & Power Tool Contract C112239001

## **Snap-on Industrial**



### **Product Offering**

- Heavy duty hand tools
- Torque wrenches
- Pneumatic tools
- Pullers & extractors
- Tool storage
- Integrated tool kits
- Diagnostic & shop equipment

### **Value Added Services**

- Special applications consulting
- On-site tool trial and demonstration
- On-site warranty and repair service
- Customized Training & Safety Seminars
- Field inventory
- Cost analysis

Snap-on Industrial is pleased to announce a contract award with all entities of the State of Missouri for hand and power tools and related accessories included in the **Snap-on and Snap-on Industrial Brands Catalogs**.

### **Contract Information**

- Contract Number : C112239001
- Contract Effective date: Sept. 19, 2015
- Products Included: Hand & Power Tools and related accessories
- Freight: Prepaid ground freight
- No minimum order size
- Available to all State & Local Agencies

Contact your local Snap-on Representative:

**Scott Williams**

Phone: 913-579-5487

E-mail: [Scott.L.Williams@snapon.com](mailto:Scott.L.Williams@snapon.com)

Snap-on Website for Missouri users:

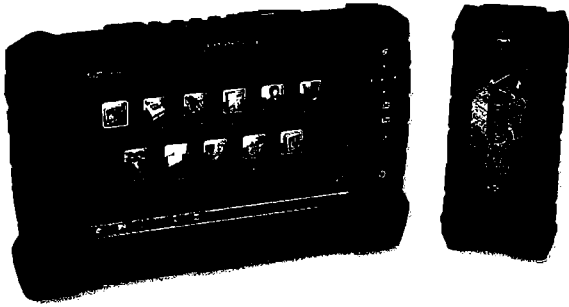
[http://www1.snapon.com/Industrial/Government\\_Military/StateofMissouri.html](http://www1.snapon.com/Industrial/Government_Military/StateofMissouri.html)

Missouri State Contract Info:

<http://oa.mo.gov/purch/contracts/>

Copy and paste contract # C112239001

# VERUS® PRO EEMS327M14IN BID SPECIFICATION



## Snap-on® VERUS® PRO Diagnostic & Information System

### PRODUCT FEATURES

- Modular diagnostic & information system
- ShopStream™ integrated diagnostic software suite
- Upgradeable software
- 4-channel lab/ignition scope
- Color graphing scan tool
- Domestic and Asian Fast-Track® Troubleshooter
- Fast-track Reference database
- Digital Graphing Multimeter
- Customer/Vehicle information database function
- Data manager function
- Open Internet browser
- Keyless, wireless scan module

### DISPLAY TABLET

- 10.4" Color, 1024x600 resolution backlit touchscreen LCD
- 1.6 GHz Intel ATOM processor
- 250 GB internal HDD
- Internal audio microphone and speaker
- Audio output port, auxiliary port
- Docking connector for VGA output and charging
- Serial and 2 USB ports for accessories (printer, keyboard, mass storage devices, gas analyzer, pressure probes)
- 802.11b/g wireless and Bluetooth® 2.0 communication

### SYSTEM & USER INTERFACE

- Windows®-embedded Standard operating system
- Open system allows user-installed software
- Application multitasking capability
- User-specified display options
- Touchscreen navigation
- On-screen virtual keyboard

### STANDARD ACCESSORIES

- Scan module with wireless interface to display tablet
- Scope module with USB interface to display tablet
- Vehicle communication interface cable, adapters for 1996-newer US Domestic, Asian & OBD-II vehicles
- OBD-I adapters for US and Asian vehicles
- 4-Channel shielded, color-coded scope leads
- 110VAC adapter/charger
- Removable Lithium-ion battery pack
- Blow-molded storage case
- Touchscreen stylus

### SCAN TOOL SPECIFICATIONS

- Snap-on vehicle communication and Fast-Track Troubleshooter software included
- Reads & clears OBD-II and OEM-specific trouble codes
- Displays complete trouble code descriptions
- Displays from one to sixteen live data parameters (PIDs) simultaneously in graphing mode;
- Adjustable sweep; Min/Max capture in graphing mode
- Includes functional tests, bidirectional controls and reset/relearns
- Save screen captures and scanner movies
- Software coverage for 1980-newer US Domestic, 1983-newer Asian Import and optional 1992-newer European vehicles
- Optional European vehicle software with enhanced coverage for Audi, BMW, Jaguar, Land Rover, MINI, Mercedes, SMART, Volvo and VW

### GLOBAL OBD-II VEHICLE COMMUNICATION SOFTWARE

- Communicates with 1995 and newer EOBD/OBD-II compatible vehicles
- Automatically establishes communication with the appropriate vehicle protocol

### 10 Modes of OBD-II

- Mode 1: graphs or displays current data
- Mode 2: retrieves freeze frame data
- Mode 3: monitors diagnostic trouble codes
- Mode 4: clears emissions related data
- Mode 5: oxygen sensor monitoring
- Mode 6: non-continuously monitored systems
- Mode 7: diagnostic trouble codes detected during last drive
- Mode 8: bi-directional controls (where available)
- Mode 9: displays important vehicle information
- Mode 10: permanent codes

### GM VEHICLE COMMUNICATION SOFTWARE 1980 – 2013

- Enhanced OBD-I, OBD-II & Generic OBD-II modes
- Engine/Powertrain, Transmission, ABS, Airbag, Body, Instrument Panel, Vehicle Theft Deterrent, Tire Pressure Monitor, Transfer Case, Trailer Brake Control, HVAC, Suspension, Keyless entry, Climate control Diagnostics
- Diesel Power Balance Test
- Vehicle Theft Deterrent Codes, Data & Indicator Status
- Radio Systems Codes, Data & Test Including VIN Write
- HVAC Actuator & Recalibration
- 6.6L Turbo Tests
- Theft Deterrent, Keyless Entry and Remote Function Actuation
- ABS & Air Bag GM symptom codes
- Brake Pedal Pressure (BPP) Relearn
- Engine Bi-Directional Testing, incl. EVAP Monitor Test and EVAP System Testing, Output Controls, Injector Balance, ICB, IAC, EGR, Crank Pos Relearn
- Particulate Filter Replacement & Fuel Filter Life Reset Function – Diesel engines where applicable
- Transmission Bi-Directional Testing, incl. Solenoid Tests, Trans Shifting and Adaptive Resets
- ABS Diagnostics and Brake Bleeding
- Dash and Rear Integration Modules
- 2004 and newer Key Fob Programming
- HVAC codes, data, functional test, calibrations
- Air suspension system codes, data, functional test

# VERUS® PRO EEMS327M14IN

## - BID SPECIFICATION -

### FORD VEHICLE COMMUNICATION SOFTWARE 1981 – 2012

- Enhanced OBD-I, OBD-II & Generic OBD-II modes
- Engine, Transmission, ABS, Airbag, Occupant Classification, Body/GEM, Instrument Panel, Anti-Theft, Transfer Case, GEM, 4x4 Module, Tire Pressure Monitor, Driver's Door, Driver's Seat, Sliding Door, Liftgate Trunk, Power Running Boards, Lighting Control, Auto Temp Control/HVAC, Navigation, Parking Aid, Electric Power Steering, Battery Control Diagnostics
- OEM Sub codes
- Door and Window Modules
- 6.4L Tests and Turbo PIDs
- 6.7L Diesel Particulate Filter (DPF) Tests
- 6.4L DPF Manual Regeneration
- Ford/Lincoln Air Suspension Re-calibration
- Engine Bi-Directional Testing, incl. EEC V engine controls, EVAP System Testing, Cold Soak Test, 7.3 Powerstroke Cylinder Contribution
- EGR functional test & Injector power balance 6.0 diesels
- Vane Turbo Functional Test 6.0 diesel
- Cylinder Contribution test – includes non-CAN, CAN and UDS Vehicles, where applicable
- Transmission Bi-Directional Testing, incl. Transmission Bench and Drive Tests, Gear Command, Adaptive Learning, Trans Table Resets
- ABS Diagnostics, Brake Bleeding and Pump Motor Test, incl. Bosch, Teves, and Kelsey-Hayes
- Air suspension codes, data, functional test

### CHRYSLER VEHICLE COMM SOFTWARE 1983 – 2012

- Enhanced OBD-I, OBD-II & Generic OBD-II modes
- Engine, Transmission, ABS, Airbag, Body, Occupant Classification Module, TPMS, Electronic shifter, HVAC, Steering angle sensor, ESP, Door Modules, Park Assist, Central Gateway, Instrument Panel, Transfer Case Diagnostics
- Non-CAN HVAC
- Engine Misfire Detection
- Diesel Cylinder Performance Test
- DPF Stationary De-Soot
- NAG Transmission Resets & Initialization
- Engine Bi-Directional Testing, incl. Actuator Tests, Forced EVAP Monitor Test, Set RPM/IAC Test, Purge Vapors Test, EGR System Test, ETC Throttle Follower Test, Misfire Counters, Generator Field, PCM VIN Programming
- Particulate Filter Replacement & Fuel Filter Life Reset Function – Diesel engines where applicable
- Transmission Bi-Directional Testing, incl. EMCC Reset, Quick Learn, Quick learn CAN, Battery Disconnect
- ABS brake bleed incl. Kelsey-Hayes, Teves, Bendix
- Body ATM Tests, incl. Door Locks, Lights, Chimes, Horn, Wipers, Sunroof and Overhead Module
- TPMS including sensor ID function

### ASIAN VEHICLE COMM SOFTWARE 1983 – 2012

- Enhanced OBD-I, OBD-II & Generic OBD-II modes
- In-depth Engine (including Hybrid), Transmission, Airbag & ABS, HVAC, Instrument, TPMS, Cruise Control
- Coverage for popular Asian Import vehicle makes:
  - Acura, Daihatsu, Honda, Hyundai, Infiniti, Isuzu, Kia, Lexus, Mazda, Mitsubishi, Nissan, Scion, Subaru, Suzuki, Toyota
- Honda Vin Programming

- Honda/Acura Adaptive Cruise Control
- Hyundai/Kia Cylinder Power Balance
- Subaru TPMS
- Nissan/Infiniti HVAC Codes, Data & Test
- Suzuki HVAC Codes, Data & Test
- Mazda EVAP Test
- Hyundai & Kia Power Intelligent Control System
- Honda Civic and Acura Hybrid Brake
- Suzuki TPMS Systems
- Toyota Air Injection Test
- Mazda ABS Function Tests
- Lexus Air Suspension
- Toyota VIN Writing, Immobilizer System, Engine Memory Reset and Door/Mirror Modules
- Honda & Acura Occupant Detection
- Nissan Intelligent Cruise Control
- Hyundai, Kia and Mitsubishi PCM VIN Write
- Honda/Acura TPMS coverage including tire registration

### DOMESTIC / ASIAN IMPORT DRIVEABILITY

#### FAST-TRACK® TROUBLESHOOTER

General Motors, Ford, Chrysler/Jeep, Acura, Daihatsu, Honda, Hyundai, Infiniti, Isuzu, Kia, Lexus, Mazda, Mitsubishi, Nissan, Subaru, Suzuki, Toyota

- Domestic 1980 – 2012
- Asian Imports 1983 – 2012
- Troubleshooter procedures that verify a repair is completed and fixed properly
- Exclusive experience-based information
- Over 6.8 Million VIN-specific Troubleshooter Tips
- Exclusive VIN-Specific troubleshooting and systems code tips, no-code tips, no-start tips, driveability symptoms and frequent component failures
- Enhanced OBD-II Fast-Track data scan tips reflect manufacturer-specific enhanced dataStream capabilities
- Component locators
- Service procedures and specifications
- Code set specifications
- Fast-Track wiring diagrams, VIN-specific service bulletins and procedures
- Enhanced diesel symptom tips
- Enhanced functional test descriptions
- Firing orders and cylinder locations

### DOMESTIC / ASIAN IMPORT TRANSMISSION

#### FAST-TRACK TROUBLESHOOTER

- Domestic 1981 through 2012 model year
- Asian import 1983 – 2012
- Electronic Controlled Transmission/transaxle coverage
- Technical service bulletins
- Enhanced Fast-Track data scan tips
- Transmission functional test insight
- Hundreds of transmission wiring diagrams

### DOMESTIC / ASIAN IMPORT ABS, BODY, AIRBAG

#### FAST-TRACK TROUBLESHOOTER

- Solutions for ABS-related codes through 2011 models
- Symptom-based tips for 2011 models and earlier
- 24 vehicle makes supported
- Additional reference material and service bulletins
- Electronic Steering & Alignment functions

# VERUS® PRO EEMS327M14IN

## - BID SPECIFICATION -

### FAST-TRACK TROUBLESHOOTER REFERENCE DATABASE

- Reference information for 24 vehicle makes accessed on-screen directly via hotlinks from the scan tool
- OEM-sourced information. Including diagnostic reference information from TSBs, service manuals, test procedures, vehicle specifications, schematics, wiring diagrams, and more
- Coverage for drivability, transmissions and brake systems

**NOTE:** Scan tool coverage varies by model. Information current as of 8/27/2013. Subject to change without notice.

### LAB SCOPE SPECIFICATIONS

**Four-Trace Scope:** Captures and displays live signals up to four waveforms on screen in real time

**Note:** Also see SCOPE/METER SYSTEM SPECIFICATIONS at end of this document

- Displays digital readout along with each waveform to determine voltage at the selected point on the waveform
- Color-coded waveform for each channel
- Manual & automatic display configuration for each channel
- Snapshot: Capture data over time saved into a buffer
- Easy Scroll: Streamlines selection of menu and toolbar
- AC Coupling: Provides the ability to enlarge the alternating current (AC) component of a signal for closer examination
- Invert: Flip waveform to adjust for flexible hookups and easier viewing
- Autofind: Automatically pre-configure the vertical scale
- Load Configuration: Select factory preset screens or define a custom setup and retrieve them as needed – diagnostic tasks most frequently performed on specific components can be selected to view the performance of sensors, actuators and circuits on a vehicle
- Peak Detect: User selectable for capturing hi-speed signals

### DIGITAL & GRAPHING MULTIMETER SPECIFICATIONS

- Auto scaling, high-impedance multimeter measurement system
- Digital and graphing display of results
- Pinpoint measurement of:
  - DC volts, AC Volts RMS, Ohms, Frequency, Pulse-width, Injection pulse-width, Duty cycle,
  - Interface for optional amp probe and pressure/vacuum transducers
  - Continuity tester with audible beep

### POWER/WEIGHT/DIMENSIONS

Display Tablet

- Battery: Lithium-ion battery pack included
- Dimensions: 13.2"W x 8.1"H x 2.4"D
- Weight: 5.1 lbs – with battery

Scan Module

- Dimensions: 8.0"L x 1.7"H x 3.8"W
- Weight: .9 lbs

### OPTIONAL ACCESSORIES – SCAN TOOL

- Domestic/Asian OBD-I Adapter Kit 2 - EAK0288B04B
- European Vehicle Software Activation - EESP323E (1992–newer BMW, 1992– newer VW/Audi, 1992– newer Mercedes-Benz, 2000–newer Jaguar, 2000– newer Land Rover, 1996– newer MINI, 2000– newer Volvo, 2005– newer SMART)
- European Vehicle Adapter Kit – EAK0301B07B
- Adapter for Kia ABS & Airbag – EAA0355L92A

### OPTIONAL ACCESSORIES – IGNITION ADAPTERS

- Ignition Scope Lead Set - EAK0294B09A
  - EETA309A15 - Multiple Ignition Lead Module
- Ignition adapters
- EETM306A03 COP-1 Ford
  - EETM306A04 COP-2 Chrysler
  - EETM306A05 CIC-2 Honda, Toyota
  - EETM306A06 CIC-1 GM
  - EETM306A07 COP-3 Audi, VW
  - EETM306A08 COP-4 Acura/Honda, Isuzu
  - EETM306A09 COP-5 Volvo/BMW
  - EETM306A10 COP-6 Mercedes
  - EETM306A11 COP-7 Mercedes Dual
  - EETM306A12 COP-8 BMW
  - EETM306A13 COP-9 Lexus
  - EETM306A14 COP-11 Audi, BMW, Chrysler, Jeep, Lexus, Mercedes, Saab, Toyota, Volvo, VW

### OPTIONAL ACCESSORIES – DISPLAY TABLET

- Charging/Docking Station w/USB Hub - EAA0365L04A
- Silicone Protective Skin - Black - EAC0101L70A1
- Silicone Protective Skin - Blue - EAC0101L70A2
- Silicone Protective Skin - Red - EAC0101L70A3
- Portable 5-Gas Analyzer - EEEA305APC

### OPTIONAL ACCESSORIES – LAB SCOPE/METER

- Precision Low Amp Current Probe - EETA308D
- Pressure Transducer "Y" Adapter Cable – EAX24B40A
- Split Lead Adapter - EEMS301A05
- 100 PSI Pressure/Vacuum Transducer w/cable - EEPV302AL
- 500 PSI Pressure/Transducer w/cable - EEPV302AT
- 5000 PSI Pressure/Transducer w/cable - EEPV302AH
- Transducer Extension Cable - EAX0024B30A
- Waveform Emulation Demo Board - EESX306A

# VERUS<sup>®</sup> PRO EEMS327M14IN - BID SPECIFICATION -

## SCOPE/METER SYSTEM SPECIFICATIONS

### MULTIMETER

Function	Range	Comments
Channels	1 – 2	Common Ground
Sample Rate	6.0 MSPS	Simultaneous
	1.5 MSPS	Continuous per channel
Bandwidth	DC – 3 MHz	3 db point @ 3 MHz
Input Impedance	10 M $\Omega$ @ DC	All channels
	5.8 k $\Omega$ @ 3MHz	
V dc (Full Scale)	75 V maximum	
V ac (Full Scale) Peak to Peak Voltage	50 V maximum	

### DIGITAL METER OHMS AND DIODE CONTINUITY TESTS

Function	Range	Comments
Channels	3 – 4	Inputs between channels 3 (-) and 4 (+)
Input Impedance	10 M $\Omega$	
Glitch capture	Approximately 50 mS	
Ohms	400 $\Omega$ – 40 M $\Omega$	Fixed scales or Auto Ranging
Diode Test	2 V Scale	

### GRAPHING MULTIMETER

Function	Range	Comments
Input Channels	1 – 2	
Input Impedance	10 Megohm	
Volts (DC)	400 mV thru 400V*	Auto Ranging
Frequency	5 Hz thru 50 KHz	Auto Threshold Setting
Pulse Width	5 ms thru 2 s	Auto Threshold Setting
Inj Pulse Width	5 ms thru 2 s	
MC Dwell (60)	20 - 40 - 60 degrees	Auto Threshold Setting
MC Dwell (90)	30 - 60 - 90 degrees	Auto Threshold Setting
Duty Cycle	20 - 40 - 60 - 80 - 100%	Auto Threshold Setting
Low Amps (20)	1 - 2 - 5 - 10 – 20A	With EETA308D
Low Amps (40)	10 – 20 - 40A	With EETA308D
Low Amps (60)	10 – 20 – 40 – 60A	With EETA308D
Vacuum	5 - 10 – 20 in Hg	Sensor specific
100 psi Pressure	10 - 25 - 50 - 100 PSI	Sensor specific
500 psi Pressure	50 - 100 - 250 - 500 PSI	Sensor specific
5000 psi Pressure	500 - 1000 - 2500 - 5000 PSI	Sensor specific

\* See Safety Warnings in VERUS PRO user manual

# VERUS<sup>®</sup> PRO EEMS327M14IN

## - BID SPECIFICATION -

### LAB SCOPE

Function	Range	Comments
Channels	1 – 4	Common Ground
Bandwidth	DC - 3 MHz	3 db point @ 3 MHz
Input Impedance	10 MΩ @ DC	All channels
	4 kΩ @ 3MHz	
Vdc (full scale) Do not test greater than 75Vdc	400 Volts	
	200 Volts	
	100 Volts	
	50 Volts	
	20 Volts	
Vac (full scale) Peak to Peak Voltage Do not test greater than 50Vdc (rms)	10 Volts	
	5 Volt	
	2 Volt	
	1 Volt	
	500 millivolt	
	200 millivolt	
	100 millivolt	
Secondary Ignition	1 – 50 KV	Channels 1 and 2

### LAB SCOPE SPECIFICATIONS BY SWEEP RATE

Sweep	Channels	Data points per screen	Buffer storage/Ch	Max # Screens	Total time <sup>1</sup>	Sample rate <sup>2</sup>	Peak Detect <sup>3</sup>
50 μs	Ch 1 only	300	524,288	1747	87.3 ms	6.0 MHz	N
100 μs	Ch 1,2 only	300	261,120	870	87.0 ms	3.0 MHz	N
250 μs	Ch 1,2,3,4	300	131,040	436	87.2 ms	1.5 MHz	N
500 μs	Ch 1,2,3,4	500	131,070	262	131 ms	1.0 MHz	N
1 ms	Ch 1,2,3,4	500	131,040	262	262 ms	500 KHz	Y
2 ms	Ch 1,2,3,4	500	131,040	262	524 ms	250 KHz	Y
5 ms	Ch 1,2,3,4	500	131,040	262	1.3 S	100 KHz	Y
10 ms	Ch 1,2,3,4	500	131,040	262	2.6 S	50 KHz	Y
20 ms	Ch 1,2,3,4	500	131,070	262	5.2 S	25 KHz	Y
50 ms	Ch 1,2,3,4	500	131,070	262	13.1 S	10 KHz	Y
100 ms	Ch 1,2,3,4	500	131,070	262	26.2 S	5 KHz	Y
250 ms	Ch 1,2,3,4	500	131,070	262	52.4 S	2.5 KHz	Y
500 ms	Ch 1,2,3,4	500	131,070	262	2.2 M	1.0 KHz	Y
1 s	Ch 1,2,3,4	500	131,070	262	4.3 M	500 Hz	Y
2 s	Ch 1,2,3,4	500	131,070	262	8.7 M	250 Hz	Y
5 s	Ch 1,2,3,4	500	131,070	262	21.8 M	100 Hz	Y
10 s	Ch 1,2,3,4	500	131,070	262	43.7 M	50 Hz	Y
20 s	Ch 1,2,3,4	500	131,070	262	87.3 M	25 Hz	Y

\* See Safety Warnings in VERUS PRO user manual

1 - Total time is equal to the sweep times the number of frames.

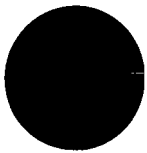
2 - Actual sample rate for sweeps 50-200 μs. Effective sample rate for sweeps 500 μs and longer. The effective sample rate is based on the number of sample points stored to the data buffer memory over the selected time sweep. On all sweeps 500 μs and longer, the ADC samples at 1.5 MHz per channel regardless of sweep. The number of sample points is greater than the number of points needed to complete a screen. Only enough points to complete a screen are selected to be stored to the data buffer. This results in the effective sample rate being lower than the actual sample rate of 1.5MHz.

3 - When Peak Detect is on, all samples are evaluated. The points stored to the buffer are intelligently selected to capture fast events that might be missed at slower effective sample rates. Peak Detect will capture fast changes at an effective sample rate of 1.5MHz.

To: County Clerk's Office

Comm Order # 102-2014

Please return all documentation to Auditor's Office.



1/7/14

**REQUEST  
DATE**

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

9593

Snap-On Industrial

C112239001

**VENDOR NO.**

**VENDOR NAME**

**BID NUMBER**

Ship to Department # 2040

Bill to Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
2040	92300	Item # EEMS327M14IN - Verus	1	7274.25	\$7,274.25
		Pro Industrial			
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					<u>7,274.25</u>

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

\_\_\_\_\_  
Approving Official

Prepared By \_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of March 20 14

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

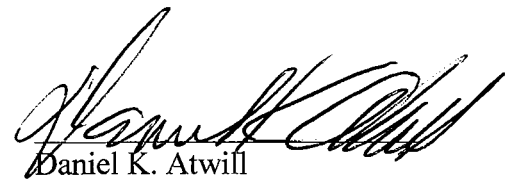
Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number Two to 22-24JUN11 for Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed modifying the scope of services to reflect the reduced number of stormwater Best Management Practices that will be monitored, adjusts the contractor's role from primary to secondary assistance with respect to quality assurance plan revisions and removes sample collections at the residential site.

The terms of this amendment are stipulated in the attached Contract Amendment Number Two. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

Done this 13th day of March, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



103-2014

# Boone County Purchasing

Amy Robbins  
Director



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: March 10, 2014  
RE: Contract Amendment Number Two to 22-24JUN11 – *Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed*

Contract 22-24JUN11 – *Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed* was approved in commission on December 6, 2011 on commission order 498-2011. The attached amendment modifies the scope of services to reflect the reduced number of stormwater Best Management Practices (BMPs) that will be monitored, adjusts the contractor's role from primary to secondary assistance with respect to quality assurance plan revisions, and removes sample collections at the residential site.

Additionally, the number of quality assurance filed audits and reviews will be reduced to reflect the reduced monitoring effort as well as reduce the number of contractor final reports from two to one final summary report. The amendment also makes changes to Optional Tasks 1-5, updates the not-to-exceed cost estimates for those tasks and adds updates the grant project end dates in accordance with the extension granted by Missouri Department of Natural Resources.

cc: Contract File  
Nicki Fuemmeler, Resource Management  
Catherine Beatty, Resource Management  
Bill Florea, Resource Management

**CONTRACT AMENDMENT NUMBER TWO  
PURCHASE AGREEMENT FOR  
URBAN RETROFIT MONITORING OF STORMWATER PRACTICES IN HINKSON CREEK WATERSHED**

The Agreement **22-24JUN11** dated December 6, 2011 made by and between Boone County, Missouri and **Geosyntec Consultants** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Renew contract through February 28, 2015.

2. Scope of Services Modifications:

**Project Overview-** Revised to reflect the reduced number of stormwater Best Management Practices (BMPs) that will be monitored at the industrial site (3 reduced to 2).

**Task 1-** Language adjusted to reflect the modification of Geosyntec's role from primary to secondary assistance with quality assurance project plan revisions.

**Task 2-** Sample collections at residential site removed. Reduced number of BMPs monitored at industrial site (3 reduced to 2) and added equipment blanks to quality assurance requirements.

**Task 3-** No changes made.

**Task 4-** Reduced number of quality assurance field audits and field sheet reviews to reflect reduced monitoring effort.

**Task 5-** Number of reports Geosyntec will produce reduced from two to one final summary report.

**Total Compensation for Tasks 1-5 not to exceed \$84,588.00**

**The County may utilize Optional Tasks 1-4, total compensation not to exceed \$47,953.**

**Optional Task 1-** Original Optional Task 1 covering the stormwater modeling workshop was deleted. Optional Task 1 now covers former Optional Task 2's scope which has been modified to include installation and operation training for residential monitoring in replacement of the original industrial monitoring.

**Optional Task 2-** Formally Optional Task 3; site location modified from industrial to residential and data requirements specified for stormwater modeling.

**Optional Task 3-** Formally Optional Task 4; no other changes made.

**Optional Task 4-** Added to include sampler rental.

**Optional Task 5-** Deleted.

**Project Compensation-** Revised to reflect updated not-to-exceed cost estimates for Tasks 1-5.

**Project Period of Performance-** Revised with updated grant project end dates in accordance with extension granted by Missouri Department of Natural Resources.

**Attachment A-** Revised cost estimate table reflecting updated rates and tasks.

**Attachment B-** No changes made.

**If Optional Tasks 1-4 are not utilized, there will be no additional cost to the County.**

3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement and Amendment Number One shall remain in full force and effect.

Commission Order: 103-2014

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

**GEOSYNTEC CONSULTANTS**

by Susan K. Hill  
title Vice President

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
Daniel K. Atwell  
Daniel K. Atwell, Presiding Commissioner

**APPROVED AS TO FORM:**

C.J. Dykhouse  
C.J. Dykhouse, County Counselor

**ATTEST:**

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

<u>Jane E. Pitchford</u>	<u>3/5/14</u>	<u>2140/71100 - \$132,541.00</u>
Signature by <u>eff</u>	Date	Appropriation Account



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C, No, Ext):</b> (770) 552-4225 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com	<b>FAX (A/C, No):</b> (866) 550-4082													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A National Union Fire Ins Co of</td> <td>19445</td> </tr> <tr> <td>INSURER B XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D Chartis Specialty Insurance</td> <td>26883</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A National Union Fire Ins Co of	19445	INSURER B XL Specialty Insurance Company	37885	INSURER C New Hampshire Insurance Company	23841	INSURER D Chartis Specialty Insurance	26883	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															

**COVERAGES** CERTIFICATE NUMBER: 13-14 (Geosyntec Main) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL 5302659	9/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 6403892 (AOS) CA 6403893 (MA)	9/1/2013	4/1/2014
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00065764LI13A	9/1/2013	4/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 015630621 (CA)	9/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Y/N <input checked="" type="checkbox"/> N N/A			WC 015630620 (AOS)	9/1/2013	4/1/2014	
D	<b>Professional Liability</b> <b>Contractors Poll. Liab.</b>			COPS 1951904	9/1/2013	4/1/2015	Per Claim \$8,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed.

### CERTIFICATE HOLDER

### CANCELLATION

Boone County Annex Purchasing Department 613 East Ash Street Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  David Collings/JERRY <i>David H. Collings</i>
--	--

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

County of DuPage )  
State of Illinois )ss  
)

My name is Susan K. Hill. I am an authorized agent of Geosyntec

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

Susan K. Hill 2-28-14  
Affiant Date  
Susan K. Hill  
Printed Name

Subscribed and sworn to before me this 28 day of February, 2014.



Terri Eder  
Notary Public

**Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.**

Company ID Number: 78409

U.S. DEPARTMENT OF JUSTICE, IMMIGRATION AND NATURALIZATION SERVICE

MEMORANDUM OF UNDERSTANDING

## **ARTICLE I**

### **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Geosyntec Consultants Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

## **ARTICLE II**

### **FUNCTIONS TO BE PERFORMED**

#### **A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 78409

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**12/26/2007**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**(Please complete and return with Contract)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Susan K. Hill      Vice President  
Name and Title of Authorized Representative

Susan K. Hill      2/28/14  
Signature      Date



## Project Overview

Boone County, Missouri (County) is continuing its multi-year evaluation of urban Best Management Practices (BMPs) in the Hinkson Creek watershed to advance scientific and stakeholder understanding of stormwater management. Two (2) locations have been selected by the County for stormwater and BMP performance evaluations. The first site is a 200 unit residential site (Sunrise Estates) located approximately five (5) miles east of Columbia, Missouri. Urban BMP evaluations at Sunrise Estates are proposed to include measurement of runoff and infiltration assessments to characterize hydrograph changes in response to distributed BMPs designed and implemented by the County. The second site is a ten (10) acre, municipal complex (Grissum Building) in Columbia, Missouri. Two (2) structural BMPs have been constructed and outfitted with monitoring equipment at the Grissum Building to support input-output (by pollutant mass) treatment evaluations to quantify performance. To support the County's ongoing commitment to sustainable resource management, Geosyntec Consultants (Geosyntec) will conduct the following Project Scope of Services associated with RFP22-24JUN11 (RFP) titled "Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed".

Geosyntec proposes to schedule a project meeting with the County and project partners following project initiation (pending schedules of attendees) to coordinate several near-term informational needs including:

- Evaluating current project goals, objectives, and collaborative expectations;
- Identifying critical project implementation paths;
- Evaluating existing Quality Assurance Project Plan (QAPP) elements (e.g., data quality objectives etc.); and
- Assisting the County in developing experimental designs and identifying compatible monitoring equipment if necessary.

Addressing these items at the beginning of this project year will improve the opportunity for project partners to meet project schedules. This Scope of Services describes the minimum set of recommended tasks that will improve BMP performance knowledge in the Hinkson Creek watershed. Optional tasks include services that may be useful to the County in furthering stormwater management and education objectives.

## SCOPE OF SERVICES

### Task 1. Provide Quality Assurance Project Plan Revision Assistance

Geosyntec will assist the County in developing a revised QAPP to guide hydrologic and water quality data collection activities at two locations; Grissum Building and Sunrise Estates. Geosyntec will coordinate with the County to identify a revised experimental design, monitoring program, or data quality procedures to be undertaken by the County. Task 1 includes one (1) meeting in the Columbia area to discuss revisions with agencies identified by the County. Task 1 includes a maximum of 20 hours of assistance to the County to support QAPP revisions and meeting attendance.

### Task 2. Coordinate and Support Laboratory Data Analysis

As part of the Geosyntec project team, Engineering Surveys and Services will provide laboratory analytical services for BMP performance monitoring at the Grissum site. All laboratory samples will be collected and transported by Boone County personnel. Critical site data, including watershed areas and event discharge, will be provided to Geosyntec by the County to support quality assurance oversight activities. BMP performance data and laboratory analytical results will be reviewed and managed by Geosyntec under Task 3. Quality assured laboratory datasets will be provided to the County on a quarterly basis. In providing Task 2 laboratory services, the following sample requirements were assumed for cost-estimating purposes:

- A maximum of 20 paired (input + output) samples for each of two (2) structural BMPs at the Grissum site (a total of twenty-three (23) paired samples remain between the two (2) BMPs) ;
- The following analytical parameters and requirements are appropriate for the Grissum site;

Parameter	Method	Reporting Limit
Total Copper	EPA 6020A	5 µg/L
Total Lead	EPA 6020A	5 µg/L
Total Zinc	EPA 6020A	5 µg/L
Total Dissolved Solids	SM 2540C	1 mg/L
Total Phosphorus	SM 4500PE	50 µg/L
Total Nitrogen	SM 4500N & EPA 354.1	1 mg/L
Total Suspended Solids	SM 2540D	1 mg/L
Volatile Suspended Solids	SM 2540E	1 mg/L
Chemical Oxygen Demand	SM 5220D	10 mg/L

- A ten percent quality assurance sample rate (10% field blanks, equipment blanks and blind duplicates).

It is understood that collection and delivery of representative samples to the analytical laboratory within holding times and hours of operation is the responsibility of the County. Geosyntec notes that collection of 20 paired samples for one (1) BMP will take approximately one year to complete. Thus, obtaining 20

samples for two (2) BMPs in less than two years may require deployment of at least four (4) automated samplers.

### **Task 3. Data Management and Review**

Geosyntec will validate and manage field and laboratory data associated with BMP performance investigations at the Grissum building. Laboratory data generated at the Grissum site will be reviewed in a timely manner following data receipt from laboratory partners to support adaptive corrective action, where necessary. On a quarterly basis, Geosyntec will provide updated BMP performance datasets to the County and also review data collected at Sunrise Estates. As needed, Geosyntec will coordinate corrective actions with the County as specified by the QAPP.

### **Task 4. Quality Assurance Oversight and Management**

In coordination with the County, Geosyntec will provide quality assurance and project management support throughout the duration of the project. Proposed quality assurance activities include one (1) random field audits and two (2) random reviews of field sheets and chain of custody forms. Field audits will include trips with County personnel to study sites to observe and potentially replicate samples taken for independent confirmation of measurements. Task 4 includes preparation and attendance of a maximum of two (2) meetings in the Columbia area to discuss quality assurance results.

### **Task 5. Final Project Summary Report**

Geosyntec will prepare one (1) final project summary report that documents quality assurance metrics (e.g., precision, accuracy, representativeness etc.) achieved by hydrologic and water quality datasets collected at the two (2) Grissum BMPs and Sunrise Estates. Results from field audits will also be summarized. Data interpretation in Task 5 will be limited to analyses necessary to support quality assurance evaluations and report BMP performance matrix at the Grissum BMPs and Sunrise Estates rain gardens. Documentation of modeling activities pursued at Sunrise Estates will be provided in a report associated with Optional Task 2.

## **OPTIONAL SCOPE OF SERVICES**

The following optional tasks listed below may be useful to the County in furthering stormwater assessment and training objectives.

### **Optional Task 1. Rain garden monitoring installation and training at Sunrise Estates**

To support BMP performance monitoring at Sunrise Estates, Geosyntec will provide guidance and assistance to County personnel in selecting, installing and programming hydrologic instrumentation at up to three (3) BMPs (i.e., rain gardens). The primary focus of Optional Task 1 is to assist the County in successfully installing and operating rain garden monitoring equipment at Sunrise Estates.

### **Optional Task 2. Develop stormwater quality model at Sunrise Estates**

Geosyntec will develop a partially calibrated stormwater quality model to predict treatment performance (hydrologic runoff volume reductions) for a residential subdivision (Sunrise Estates). The scope of this task assumes data needed to support calibration of the models at Sunrise Estates is provided by the County and will include high resolution topography (in lieu of input-output flow timeseries), surface and subsurface conveyance systems, BMP engineering specifications, and BMP hydraulic conveyance (e.g., runoff retention, infiltration, etc.). Local data (i.e., Sunrise Estates Climate Station) will be used to represent climate regimes in the model. A complete list of data needs to support modeling will be provided following model selection and Optional Task 2 approval by the County. Information obtained from this task will allow the County to more accurately predict stormwater volume reductions achievable through BMP implementation elsewhere in mid-Missouri. This task includes a brief report documenting BMP modeling results.

### **Optional Task 3. Explicit Specification of BMP Performance Measurement Systems**

As requested by the County, Geosyntec will explicitly specify monitoring equipment needed to evaluate BMP performance and effectiveness. Explicit selection of monitoring equipment or formal review of proposed data capture systems requires the County provide Geosyntec the detailed site-level engineering design for each BMP to be monitored. Geosyntec understands that site-level BMP designs may not be completed prior to QAPP development (Task 1). While the QAPP produced under Task 1 will contain guidance in selecting monitoring equipment, Geosyntec understands that the County may request formal review of equipment selection prior to installation. The intent of Optional Task 3 is to provide a formal review or specification of proposed measurement systems based on the unique hydraulic features and setting of each BMP when site-level design information provided by the County becomes available.

### **Optional Task 4. Sampler Rental**

Geosyntec will provide one (1) automatic sampler to support continued monitoring efforts at the Grissum BMP locations. This task includes the rental cost for one (1) Sigma 900 Max sampler with composite bottle configuration and ultrasonic sensor on a monthly basis for the duration of the project needs. For budgetary purposes it is assumed this duration will be twelve (12) months.

### **Project Compensation**

Geosyntec offers this scope of services on a time and materials, not-to-exceed basis in accordance with the rate schedule effective at the time services are rendered. Our not-to-exceed estimate for the project scope of services for Tasks 1 through 5 (including laboratory and other overhead direct costs) is \$84,588. Cost-estimates itemized by task are listed in Attachment A.

### **Project Period of Performance**

The scope of services proposed and described above assumes a project schedule concluding February 28, 2015. All reporting and optional deliverables will be provided to the County by February 1, 2014 and be based on data, modeling, or other information made available to Geosyntec by November 15, 2014.

### **Considerations for Field Monitoring Services**

Geosyntec strives to accommodate the needs and schedules of our clients. However, uncontrollable or unforeseen climatic events may delay collection of defensible and representative data. Geosyntec is not liable for project schedule delays or project costs resulting from uncontrollable climatic events or sampling activities by project partners that render samples non-representative. In preparing this scope of services, Geosyntec is not tasked with developing BMP or flow structure engineering designs, or conducting sampling activities.

### **Landowner Access for Field Monitoring Services**

The County or their representative shall coordinate and obtain necessary landowner permissions to allow legal access by Geosyntec for all field monitoring equipment installation, sampling, or auditing oversight activities.

### **Monitoring Equipment Provisions**

Under this scope, Geosyntec will assist the County in deploying hydrologic and water quality monitoring systems. In preparing this proposal, Geosyntec assumes the County will be responsible for the cost of renting or purchasing equipment required to conduct all monitoring activities. A list of monitoring equipment available for rental from Geosyntec is provided as Attachment B.

# Attachment A

## Cost Estimate for 2014 Hinkson Creek BMP Investigation Support Boone County, Missouri Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed

Professional Costs:	(\$/unit)	Unit	Number of Units per each Scope of Work					Total Units	Total Cost			
			Task 1	Task 2	Task 3	Task 4	Task 5					
Principal	225	hour				4		6	\$1,350			
QA/H&S Officer	187	hour	2		4	4		22	\$4,114			
Supervising Engineer	187	hour					65	3	68	\$12,716		
Managing Hydrologist	167	hour	12	8	20	10	50	6	35	11	152	\$25,384
Database & Model Manager	144	hour	8	30	100	48	80	40	120	18	444	\$63,936
Hydrologic Specialist	125	hour			80	8	16	12	16	4	136	\$17,000
Staff Scientist	107	hour										
Project Assistant	61	hour				3	5	10	1	19	\$1,159	
<b>Subtotal</b>	<b>\$3,156</b>		<b>\$6,030</b>	<b>\$28,488</b>	<b>\$10,513</b>	<b>\$24,010</b>	<b>\$8,449</b>	<b>\$39,012</b>	<b>\$6,001</b>	<b>\$0</b>	<b>847</b>	<b>\$125,659</b>
<b>Non-Professional Direct Costs:</b>												
Per Diem	46	day			6	2					8	\$368
Mileage	0.60	mile			300	80					380	\$228
Printing	Direct											
Monitoring Equipment	167	month								12	12	\$2,004
Laboratory WQ Analysis	\$239	Paired Samples	50								50	\$11,935
<b>Subtotal</b>	<b>\$0</b>		<b>\$11,935</b>	<b>\$0</b>	<b>\$456</b>	<b>\$0</b>	<b>\$140</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,004</b>	<b>\$450</b>	<b>\$14,535</b>
<b>Total</b>	<b>\$3,156</b>		<b>\$17,965</b>	<b>\$28,488</b>	<b>\$10,969</b>	<b>\$24,010</b>	<b>\$8,589</b>	<b>\$39,012</b>	<b>\$6,001</b>	<b>\$2,004</b>	<b>\$140,194</b>	<b>\$140,194</b>

## Attachment B

Instrument	Daily Rates	Weekly Rates	Monthly Rates
<b>Sondes</b>			
YSI 600 OMS Multiparameter Sonde	\$140	\$410	\$1,210
YSI 600 XLM Multiparameter Sonde	\$100	\$300	\$880
YSI 6920 Multiparameter Sonde (1Optical Port)	\$110	\$320	\$950
YSI 6920 V2 Multiparameter Sonde (2 Optical Ports)	\$110	\$310	\$930
YSI 6600 Multiparameter Sonde	\$120	\$340	\$1,020
YSI 85D	\$30	\$80	\$220
<b>Sonde Accessories</b>			
YSI 650 MDS	\$50	\$140	\$420
YSI 8 ft field cable	\$10	\$20	\$60
YSI 25 ft field cable	\$10	\$30	\$70
YSI 50 ft field cable	\$10	\$30	\$90
YSI 100 ft field cable	\$20	\$40	\$100
YSI 125 ft field cable	\$20	\$40	\$110
<b>Other Sensors and Meters</b>			
pH Pen	\$10	\$10	\$20
Oakton pH, Temp, Cond Meter	\$10	\$30	\$90
Hanna pH meter	\$10	\$20	\$60
Turbidity Meter	\$20	\$50	\$140
Light Meters	\$10	\$10	\$10
<b>Hydrologic Monitoring Equipment</b>			
Wading Rod	\$10	\$30	\$70
Gurley 1100 digital velocity indicator	\$20	\$60	\$170
Aquacalc	\$40	\$100	\$300
Pygmy Meter	\$10	\$30	\$90
Price AA meter	\$20	\$60	\$170
15ft Sensor Head Assembly	\$10	\$20	\$40
SonTek Flow Tracker ADV	\$140	\$420	\$1,240
SonTek 1 Mhz ADP	\$330	\$980	\$2,920
Trimble Ag300 DGPS	\$60	\$170	\$500
Trimaran hull for ADP	\$40	\$120	\$340
DH-81 Depth Integrated Sampler	\$10	\$30	\$80
Plasti-Fab XL 60° V Trapezoidal Flume	\$20	\$50	\$150
Hach/Sigma 910 Flowmeter w/ AV probe	\$70	\$210	\$620
<b>Level and Baro Loggers</b>			
Solinst Gold 3000 Levelogger	\$20	\$40	\$100
Solinst Gold 3000 Barologger	\$10	\$30	\$90
<b>Automatic Water Samplers</b>			
Sigma 900 max (built-in flow meter, no sensors)	\$90	\$250	\$750
Sigma 900 max (no sensors)	\$50	\$140	\$400
<b>Pumps</b>			
Cole Parmer Masterflex L/S	\$10	\$30	\$90
Geotech Geopump Easyload II	\$20	\$50	\$150

RECEIVED

MAR - 4 2014

3/5/14

**REQUEST  
DATE**

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

BOONE COUNTY AUDITOR

13925

Geosyntec Consultants Inc

**VENDOR NO.**

**VENDOR NAME**


**BID NUMBER**

Ship to Department # 2140

Bill to Department # 2140

Department	Account	Item Description	Qty	Unit Price	Amount
2140	71100	Outside Services	1		\$132,541.48
		Not to exceed			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>GRAND TOTAL:</b>					<u>132,541.48</u>

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
\_\_\_\_\_  
**Approving Official**

  
\_\_\_\_\_  
**Prepared By**

cg 3/5/14  
\_\_\_\_\_



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

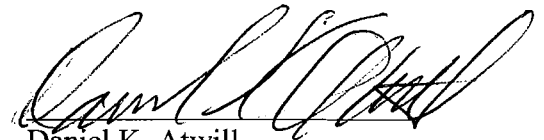
In the County Commission of said county, on the 13th day of March 20 14

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

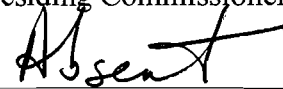
Now on this day the County Commission of the County of Boone does hereby approve the Cost-Share Agreement between the County of Boone and Michael and Janna Watson located at 7420 E. Sunny Vale Drive for installation of a Vegetated Drainage Swale, Seeded Berms and Native Plants.

The terms of this Cost-Share Agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract.

Done this 13th day of March, 2014.



Daniel K. Atwill  
Presiding Commissioner

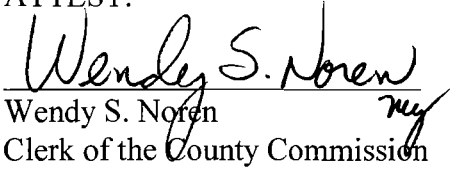


Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

104-2014

**Contract for Cost-Share between County of Boone and  
Michael and Janna Watson**

**Applicant Name:** Michael and Janna Watson

**Applicant address:** 7420 E. Sunny Vale Drive

**Best Management Practices (BMPs) to be installed:** Vegetated Drainage Swale, Seeded Berms, Native Plants

**Lifespan of practice:** Five (5) years

The County of Boone (hereafter, 'Boone') and Michael and Janna Watson (hereafter, 'Applicant') agree to the following terms of the contract.

**Description of Practices:**

Installation and maintenance of one vegetated drainage swale, two seeded berms, and native plants on the following property commonly known as 7420 E. Sunny Vale Drive, tract eleven (11) of Sunrise Estates Subdivision as shown on the plat recorded in Plat Book 7, Page 46, Records of Boone County, Missouri for the purpose of measuring the impact of the rain gardens on stormwater runoff.

The financial assistance provided is part of a cost-share project, with Boone providing labor and project oversight, 100% of the cost of the installation materials and 50% cost of the maintenance materials. The Applicant will provide labor to maintain the swale, berms, and native plants, and 50% cost of the maintenance materials if required. The specific item in this conservation practice that is eligible for cost-share is native plants.

It is understood and agreed that the following conditions shall apply:

1. Installation: The vegetated swale, berms, and native plants will be installed under the direction of and in accordance with the design plans provided by Boone. Boone shall provide the earthwork, seed and plant material necessary to install the stormwater feature. Applicant assistance in planting the native vegetation is welcome, but not required.
2. Inspection: The vegetated swale, berms, and native plants will periodically require maintenance in the form of watering, weeding and plant replacement. Applicant or her/his designee should inspect the project biweekly and after every rain event. Any observed anomalies such as extended length of ponded water, deer herbivory, rodent activity etc. shall be reported to Boone within 48 hours of observation. Boone shall have the right to inspect and require maintenance as necessary. Needed maintenance should be made as soon as practically possible.
3. Maintenance: The installed vegetated swale, berms, and native plants shall be properly maintained for five (5) years by Applicant or her/his designee.

104-2014

- The vegetated swale, berms, and native plants shall be kept reasonably free of exotic weedy vegetation that may threaten the survival of the native plants that are planted as part of this cost-share contract for five (5) years following its establishment.
- The vegetated swale, berms, and native plants shall remain as intended (see attached plans) until five (5) years from signing of the contract by all parties. They shall not be removed, altered, or modified so as to lessen their effectiveness or the purpose for which they were installed, without the consent of Boone. This requirement also applies should the property change ownership during the five (5) year period.
- The native vegetation in the vegetated swale shall be watered weekly for the first three months after the initial planting to allow for root establishment. Should drought conditions occur, watering should be increased to twice a week to ensure the vigor of the plant material throughout the dry period. Watering plants shall be required for the first two years.
- Any replacement vegetation required to maintain the effectiveness of the purpose for which they were installed will be 50/50 cost-shared between Boone and the Applicant.
- Each Spring, mow and remove dead vegetation to stimulate new growth.
- Fertilizer should not be applied within five (5) feet of the vegetated swale's edge. Fertilizer can encourage weed growth. Excessive nutrients from fertilizer are generally not needed for native prairie species and can encourage growth of weeds and invasive species.

#### 4. Grant of License:

The Applicant shall allow Boone property access as required to monitor progress for the duration of the grant monitoring period. This work is scheduled to continue through February 2015, at which time this License shall expire. The Applicant will make any successors in title aware of this irrevocable grant of a license for access as contemplated herein through February 28, 2015.

5. The project financial responsibilities shall be shared between Boone and the Applicant. Following is a breakdown of the responsibilities by party: Boone shall cover the costs of the mobilization and earthwork, grass seed, erosion control mat, and initial plant material to install the vegetated swale, berms, and plants. Boone shall cover 50% of the maintenance costs involving plant material throughout the monitoring period. Boone shall provide oversight and labor as necessary to ensure compliance with project goals.

The Applicant shall provide labor for installation and maintenance of native plants. Any labor or materials to be counted shall be documented (via written record) with: the date and total time labor was used, printed name and signature of the person providing the labor and the quantity and price/quantity for each of the materials. Any reimbursement costs claimed by Applicant are to be supported by documentation from vendors, contractors, or other workers. Boone staff, or their representatives, must inspect the installations to ensure they are completed as planned before funds are disbursed.

Absent an additional written agreement with Boone County, the total payments from Boone County to the Applicant under this Agreement shall not exceed three hundred (\$300.00) dollars.

104-2014

4. The vegetated swale, berms, and native plants shall be installed and planted in the spring of 2014 pending appropriate site conditions. Should spring 2014 installation be hindered, the stormwater feature will be installed as soon as practicality allows.

The Applicant understands that before receiving any funds it will be necessary to sign this agreement. The original will be kept on file with the Boone County Department of Resource Management; a copy will be provided to Applicant. This contract does not constitute a lien upon the Applicant's property or heirs or assignees.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Michael P. Watson, Landowner

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Janna L. Watson, Landowner

104-2014

**BOONE COUNTY**  
**(By and through its County Commission):**

By:

  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk

Approved:

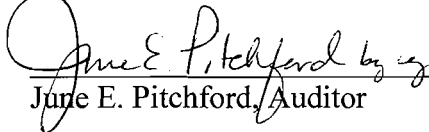
  
\_\_\_\_\_  
Stan Shawver, County Resource Management Director

Approved as to legal form:

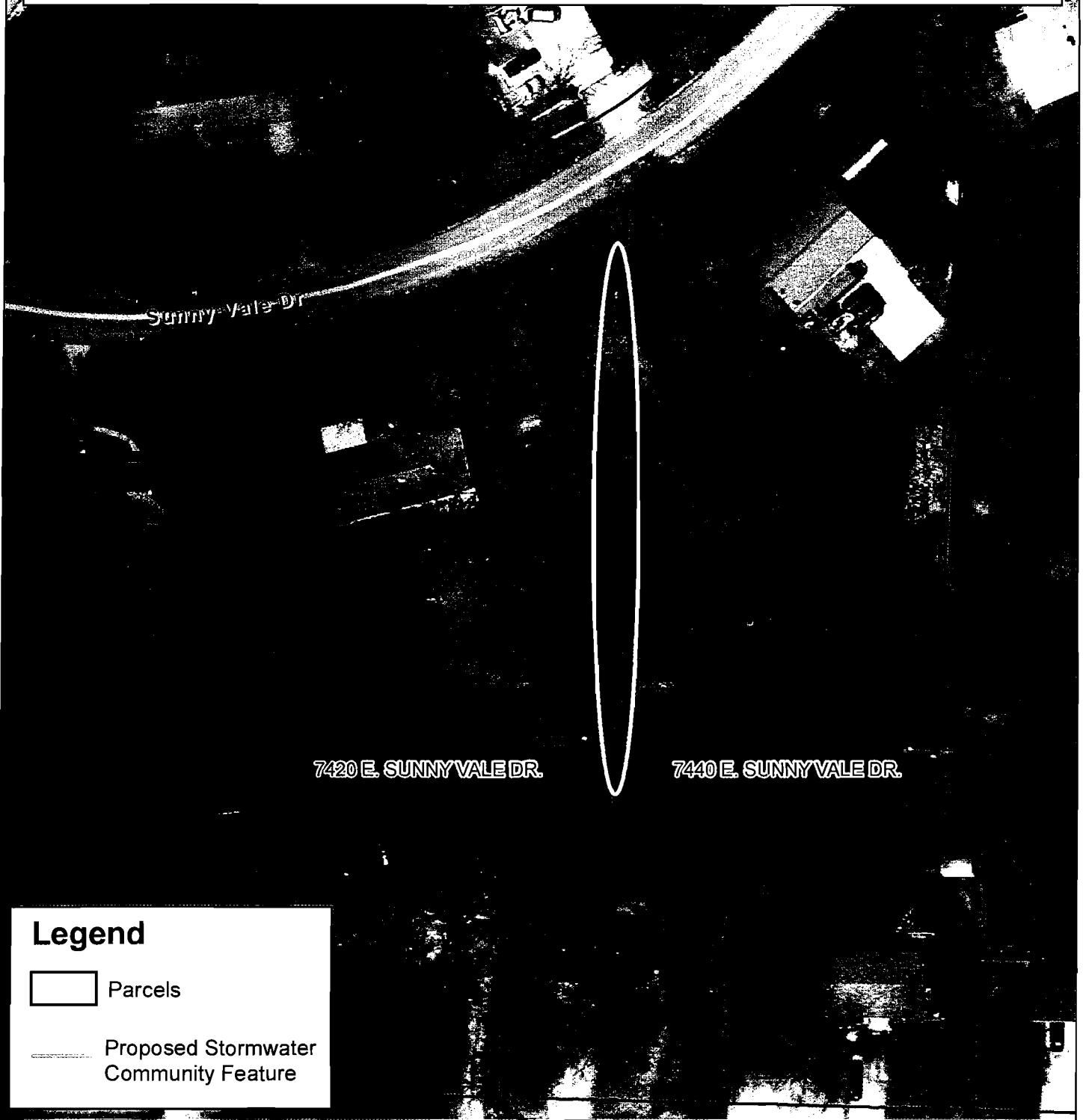
  
\_\_\_\_\_  
Charles J. Dykhouse, County Counselor

**Auditor 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 said appropriation sufficient to pay the costs arising from this contract.


  
\_\_\_\_\_  
June E. Pitchford, Auditor      3/3/14      2140-71100  
Date

# Site Plan for Community Feature #1 at Sunrise Estates Boone County, Missouri



## Legend

 Parcels

 Proposed Stormwater  
Community Feature



**Boone County  
Resource Management**  
801 E. WALNUT ROOM 315  
COLUMBIA, MO 65201-7730  
(573) 886-4480 FAX (573) 886-4340

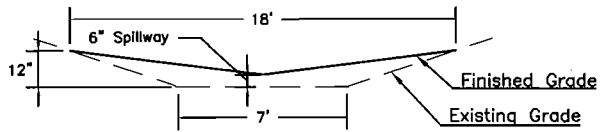
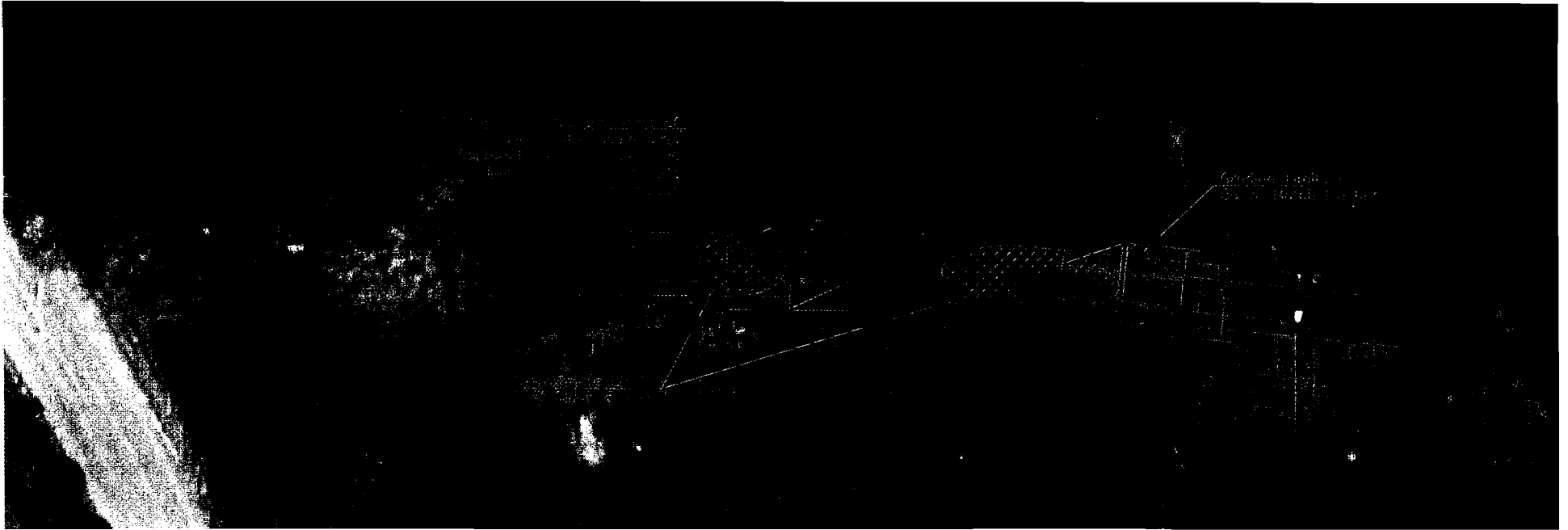


Date Created: February 25, 2014

GIS dataset disclaimer(s) viewable at:  
[www.showmeboone.com/GIS](http://www.showmeboone.com/GIS)

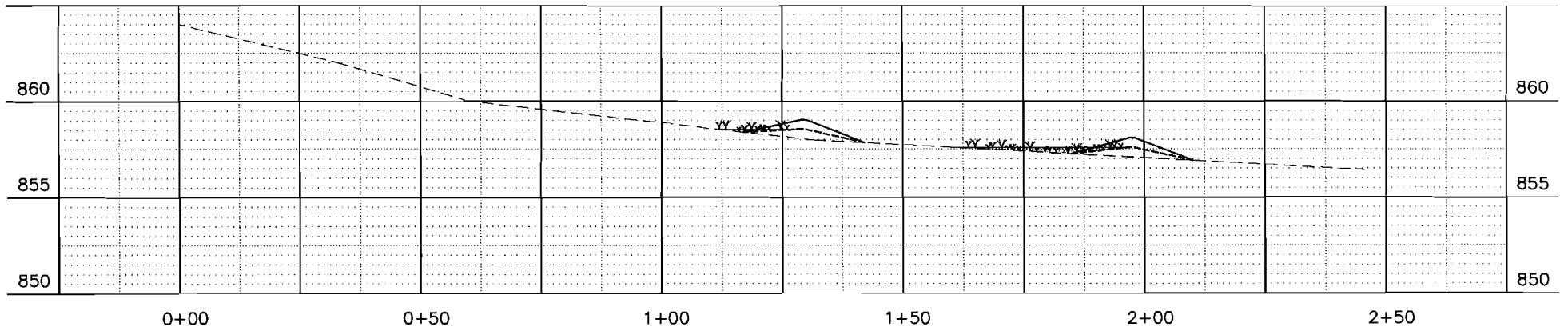
Data Sources:  
2011 Orthophoto Source: Boone County Assessor  
Road Centerline Line Source: Boone County/City of Columbia





**OPTION 2 NOTES:**

1. Install Erosion Control Blanket and Seed Berm Areas.
2. Controlled Overflow of Berms to Prevent Washout.
3. Plant Rain Garden Plants in Pools Upstream of Berms.



To: County Clerk's Office

Comm Order # 104-2014

Please return all documentation to Auditor's Office.

3/3/14

**REQUEST DATE**

**PURCHASE REQUISITION  
BOONE COUNTY, MISSOURI**

14868

**VENDOR NO.**

WATSON, MICHAEL P & JANNA L

**VENDOR NAME**

<sup>\$</sup>26000  
~~Not susceptible to bids~~

**BID NUMBER**

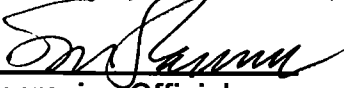
Ship to Department #

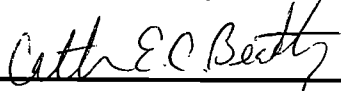
Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
2140	71100	Vegetated Drainage Swale,	1	300	\$300.00
		Seeded Berms, Native Plants			
		Not to exceed			

GRAND TOTAL: 300.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
**Approving Official**

  
**Prepared By**

  
**Auditor Approval**



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of March 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Cost-Share Agreement between the County of Boone and Douglas and Deanna Phillips located at 7440 E. Sunny Vale Drive for installation of a Vegetated Drainage Swale, Seeded Berms and Native Plants.

The terms of this Cost-Share Agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract.

Done this 13th day of March, 2014.

ATTEST:

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

[Signature]

Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner

[Signature]

Janet M. Thompson  
District II Commissioner

105-2014

## **Contract for Cost-Share between County of Boone and Douglas and Deanna Phillips**

**Applicant Name:** Douglas and Deanna Phillips

**Applicant address:** 7440 E. Sunny Vale Drive

**Best Management Practices (BMPs) to be installed:** Vegetated Drainage Swale, Seeded Berms, Native Plants

**Lifespan of practice:** Five (5) years

The County of Boone (hereafter, 'Boone') and Douglas and Deanna Phillips (hereafter, 'Applicant') agree to the following terms of the contract.

### **Description of Practices:**

Installation and maintenance of one vegetated drainage swale, two seeded berms, and native plants on the following property commonly known as 7440 E. Sunny Vale Drive, tract twelve (12) of Sunrise Estates Subdivision as shown by the plat recorded in Plat Book 7, Page 46, Records of Boone County, Missouri for the purpose of slowing down stormwater flows and increasing infiltration in a subcatchment of Sunrise Estates.

The financial assistance provided is part of a cost-share project, with Boone providing labor and project oversight, 100% of the cost of the installation materials and 50% cost of the maintenance materials. The Applicant will provide labor to maintain the swale, berms, and native plants, and 50% cost of the maintenance materials if required. The specific item in this conservation practice that is eligible for cost-share is native plants.

It is understood and agreed that the following conditions shall apply:

1. Installation: The vegetated swale, berms, and native plants will be installed under the direction of and in accordance with the design plans provided by Boone. Boone shall provide the earthwork, seed and plant material necessary to install the stormwater feature. Applicant assistance in planting the native vegetation is welcome, but not required.
2. Inspection: The vegetated swale, berms, and native plants will periodically require maintenance in the form of watering, weeding and plant replacement. Applicant or her/his designee should inspect the project biweekly and after every rain event. Any observed anomalies such as extended length of ponded water, deer herbivory, rodent activity etc. shall be reported to Boone within 48 hours of observation. Boone shall have the right to inspect and require maintenance as necessary. Needed maintenance should be made as soon as practically possible.
3. Maintenance: The installed vegetated swale, berms, and native plants shall be properly maintained for five (5) years by Applicant or her/his designee.

105-2014

- The vegetated swale, berms, and native plants shall be kept reasonably free of exotic weedy vegetation that may threaten the survival of the native plants that are planted as part of this cost-share contract for five (5) years following its establishment.
- The vegetated swale, berms, and native plants shall remain as intended (see attached plans) until five (5) years from signing of the contract by all parties. They shall not be removed, altered, or modified so as to lessen their effectiveness or the purpose for which they were installed, without the consent of Boone. This requirement also applies should the property change ownership during the five (5) year period.
- The native vegetation in the vegetated swale shall be watered weekly for the first three months after the initial planting to allow for root establishment. Should drought conditions occur, watering should be increased to twice a week to ensure the vigor of the plant material throughout the dry period. Watering plants shall be required for the first two years.
- Any replacement vegetation required to maintain the effectiveness of the purpose for which they were installed will be 50/50 cost-shared between Boone and the Applicant.
- Each Spring, mow and remove dead vegetation to stimulate new growth.
- Fertilizer should not be applied within five (5) feet of the vegetated swale's edge. Fertilizer can encourage weed growth. Excessive nutrients from fertilizer are generally not needed for native prairie species and can encourage growth of weeds and invasive species.

#### 4. Grant of License:

The Applicant shall allow Boone property access as required to monitor progress for the duration of the grant monitoring period. This work is scheduled to continue through February 2015, at which time this License shall expire. The Applicant will make any successors in title aware of this irrevocable grant of a license for access as contemplated herein through February 28, 2015.

#### 5. The project financial responsibilities shall be shared between Boone and the Applicant.

Following is a breakdown of the responsibilities by party: Boone shall cover the costs of the mobilization and earthwork, grass seed, erosion control mat, and initial plant material to install the vegetated swale, berms, and plants. Boone shall cover 50% of the maintenance costs involving plant material throughout the monitoring period. Boone shall provide oversight and labor as necessary to ensure compliance with project goals.

The Applicant shall provide labor for installation and maintenance of native plants. Any labor or materials to be counted shall be documented (via written record) with: the date and total time labor was used, printed name and signature of the person providing the labor and the quantity and price/quantity for each of the materials. Any reimbursement costs claimed by Applicant are to be supported by documentation from vendors, contractors, or other workers. Boone staff, or their representatives, must inspect the installations to ensure they are completed as planned before funds are disbursed.

Absent an additional written agreement with Boone County, the total payments from Boone County to the Applicant under this Agreement shall not exceed three hundred (\$300.00) dollars.

105-2014

4. The vegetated swale, berms, and native plants shall be installed and planted in the spring of 2014 pending appropriate site conditions. Should spring 2014 installation be hindered, the stormwater feature will be installed as soon as practicality allows.

The Applicant understands that before receiving any funds it will be necessary to sign this agreement. The original will be kept on file with the Boone County Department of Resource Management; a copy will be provided to Applicant. This contract does not constitute a lien upon the Applicant's property or heirs or assignees.

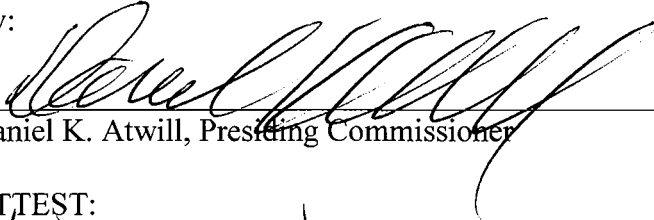
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Douglas R. Phillips, Landowner

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Deanna L. Phillips, Landowner

105-2014

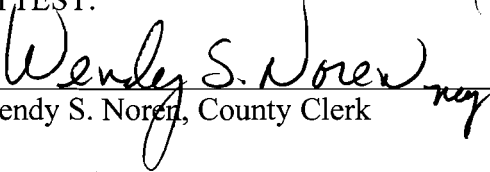
**BOONE COUNTY**  
**(By and through its County Commission):**

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:



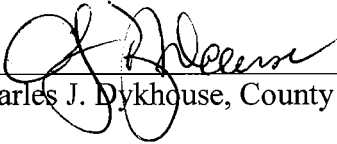
Wendy S. Noren, County Clerk

Approved:



Stan Shawver, County Resource Management Director

Approved as to legal form:



Charles J. Dykhouse, County Counselor

**Auditor Certification:**

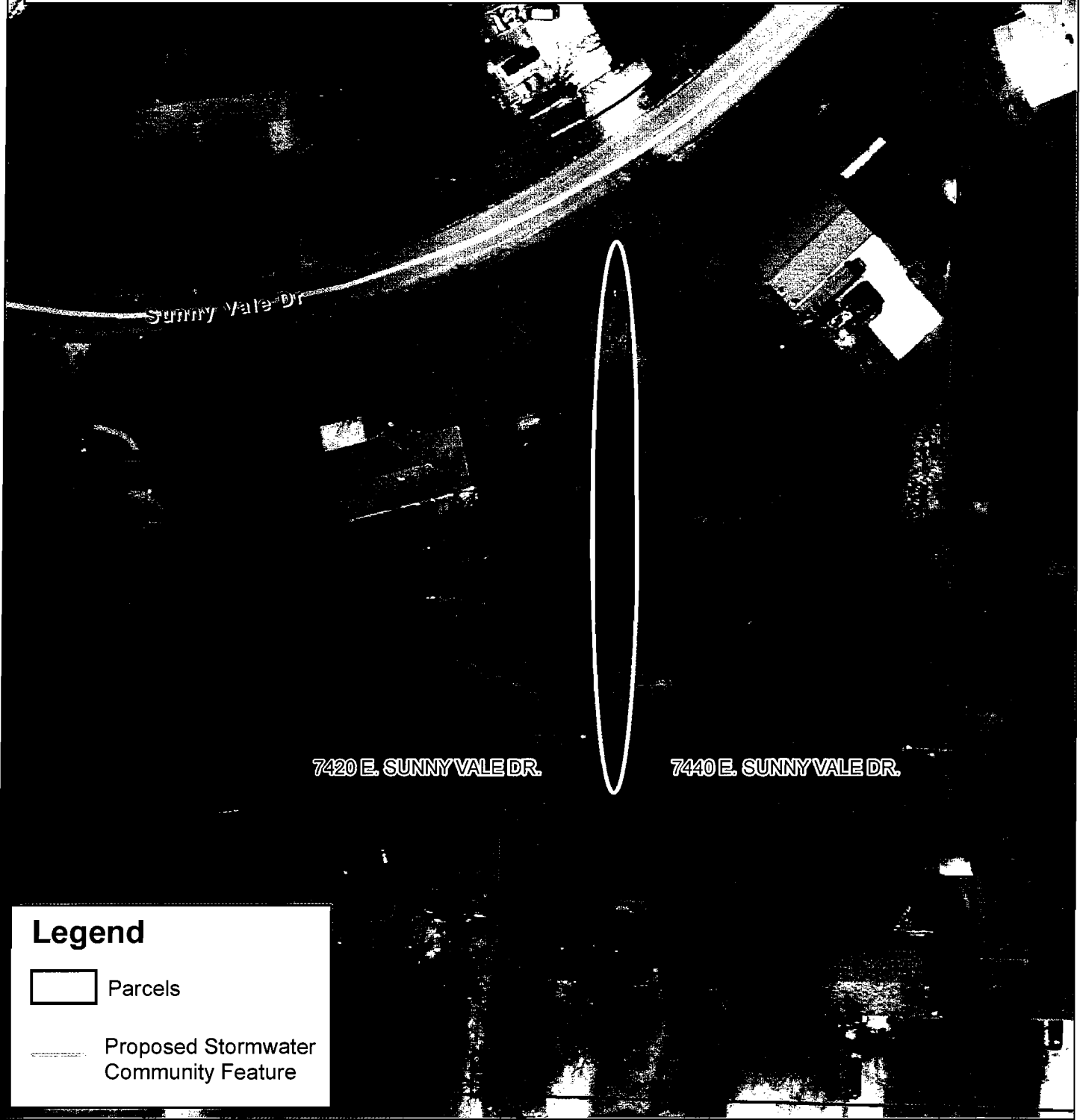
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.



June E. Pitchford, Auditor

3/3/14 2140-71100  
Date

# Site Plan for Community Feature #1 at Sunrise Estates Boone County, Missouri



## Legend



Parcels

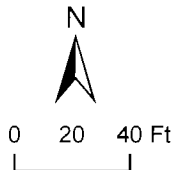


Proposed Stormwater  
Community Feature



### Boone County Resource Management

801 E. WALNUT ROOM 315  
COLUMBIA, MO 65201-7730  
(573) 886-4480 FAX (573) 886-4340

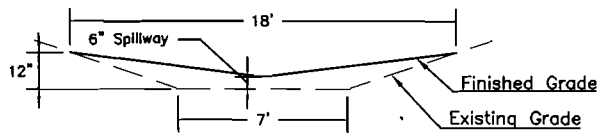
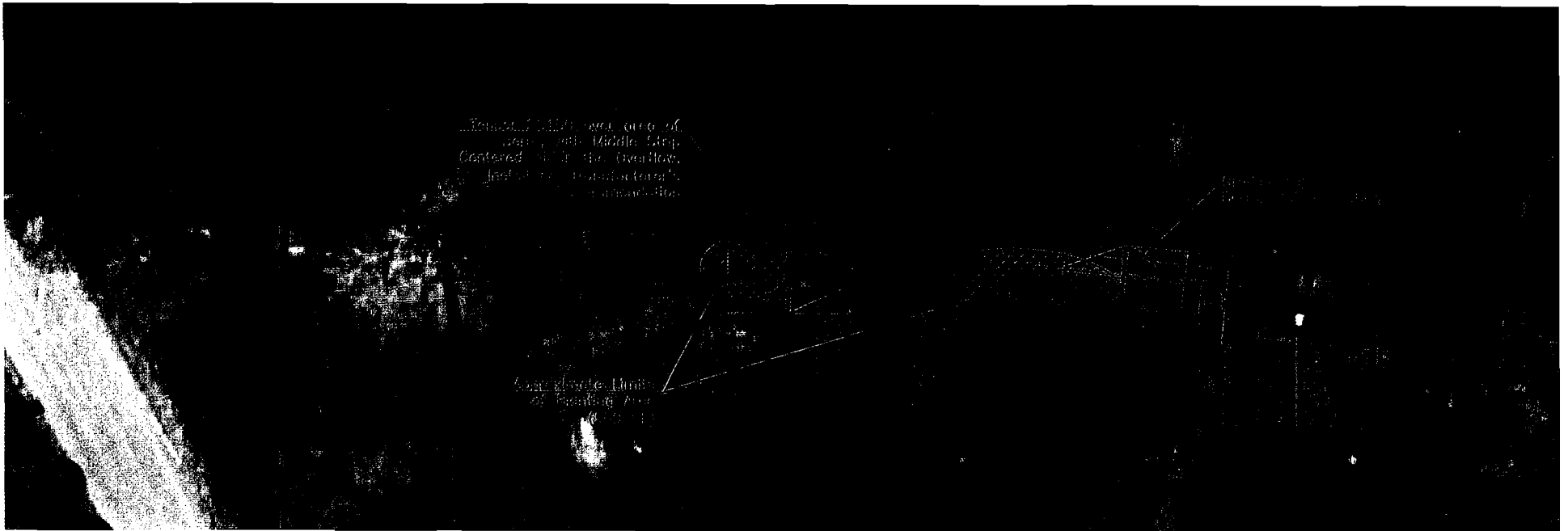


Date Created: February 25, 2014

GIS dataset disclaimer(s) viewable at:  
[www.showmeboone.com/GIS](http://www.showmeboone.com/GIS)

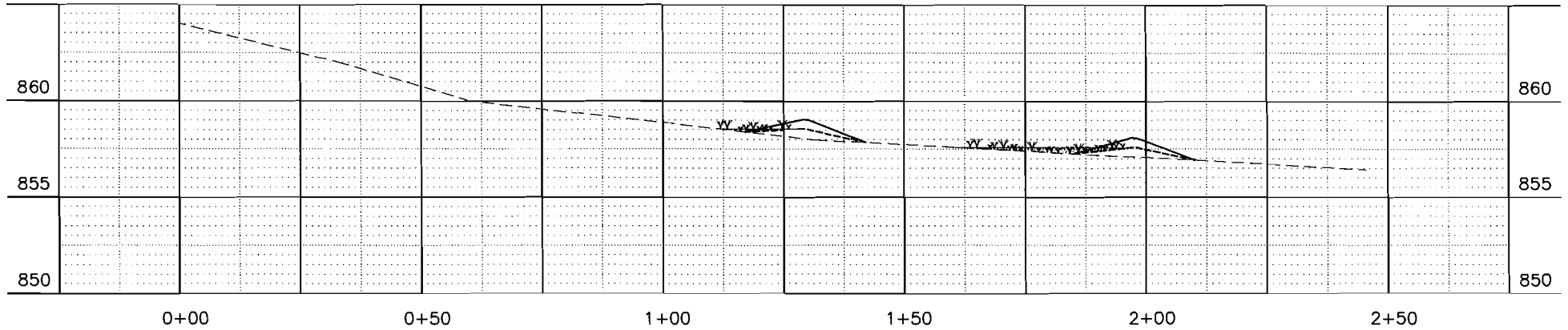
Data Sources:  
2011 Orthophoto Source: Boone County Assessor  
Road Centerline Line Source: Boone County/City of Columbia





**OPTION 2 NOTES:**

1. Install Erosion Control Blanket and Seed Berm Areas.
2. Controlled Overflow of Berms to Prevent Washout.
3. Plant Rain Garden Plants in Pools Upstream of Berms.



3/3/14

**REQUEST DATE**

To: County Clerk's Office

Comm Order # 105-2014

Please return all documentation to Auditor's Office.

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

14867

**VENDOR NO.**

PHILLIPS, DOUGLAS R & DEANNA L

**VENDOR NAME**

<sup>\$</sup>  
< 6,000

~~Not susceptible to bids~~

**BID NUMBER**

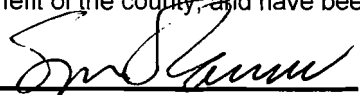
Ship to Department #

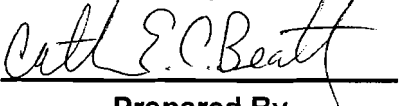
Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
2140	71100	Vegetated Drainage Swale,	1	300	\$300.00
		Seeded Berms, Native Plants			
		Not to exceed			

GRAND TOTAL: 300.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
**Approving Official**

  
**Prepared By**

  
**Auditor Approval**



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of March 20 14

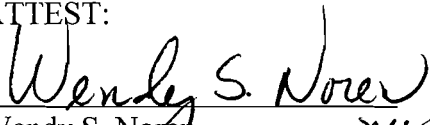
the following, among other proceedings, were had, viz:

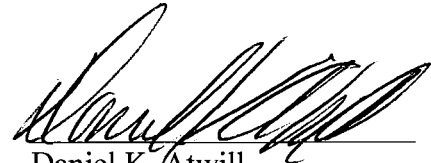
Now on this day the County Commission of the County of Boone does hereby approve the Consultant Services Agreement with Malicoat-Winslow Engineers, P.C.

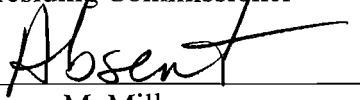
It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Consultant Services Agreement.

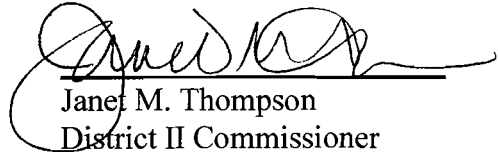
Done this 13th day of March, 2014.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

106-2014

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 13<sup>th</sup> day of March 2014, 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. **Agreement duration** – This contract shall be in effect beginning January 1, 2014 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2014. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **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:

2.1 **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

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reasons why the Consultant cannot provide or respond to the request for optional services.

**2.2 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.

**2.3 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.

**2.4 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 Resource Management, 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.

**3. 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 Resource Management 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

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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.

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

5. **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.

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

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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.

7. **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.

8. **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.

9. **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.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management 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.

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11. **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.

12. **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.

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

14. **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.

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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.

By Fred Malicoat

Title President

Dated: 1/1/2014

BOONE COUNTY, MISSOURI

By [Signature]  
Presiding Commissioner

Dated: 3-13-14

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Resource Management

**MALICOAT-WINSLOW ENGINEERS, P.C.**  
**MECHANICAL AND ELECTRICAL ENGINEERS**

5649 NORTH CLEARVIEW ROAD  
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E  
email: [fredm@mwengrs.com](mailto:fredm@mwengrs.com)

Phone: 573-875-1300  
Fax: 573-875-1305

HOURLY RATES

PRINCIPAL ENGINEER	\$150/hr
PROFESSIONAL ENGINEER	\$120/hr
ENGINEER-IN-TRAINING	\$90/hr
CADD SUPERVISOR	\$70/hr
CADD TECHNICIAN	\$70/hr
CLERICAL	\$70/hr



**Kelle Westcott - RE: Consultant Services Agreement**

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**From:** "Stefanie Riepe" <StefanieR@mwengrs.com>  
**To:** "Kelle Westcott" <KWestcott@boonecountymo.org>  
**Date:** 3/6/2014 12:50 PM  
**Subject:** RE: Consultant Services Agreement

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Yes, they are our 2014 rates and will not be adjusted until 01/01/15.

Thanks,

Stefanie Riepe  
Business Manager  
Malicoat-Winslow Engineers, P.C.  
(573) 875 1300 ext 31  
[stefanier@mwengrs.com](mailto:stefanier@mwengrs.com)

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**From:** Kelle Westcott [mailto:KWestcott@boonecountymo.org]  
**Sent:** Thursday, March 06, 2014 12:50 PM  
**To:** Stefanie Riepe  
**Subject:** RE: Consultant Services Agreement

Hi Stefanie,

Thank you for sending these documents. I noticed the rate sheet does not say fiscal year 2014. Please confirm these rates are from now through December 31, 2014. A response to the e-mail will be fine.

I appreciate your assistance,

Kelle

Kelle Westcott  
Administrative Assistant  
573-886-4480  
>>> "Stefanie Riepe" <[StefanieR@mwengrs.com](mailto:StefanieR@mwengrs.com)> 3/6/2014 12:43 PM >>>

Kelle,

Please see attached.

Thanks!

Stefanie Riepe  
Business Manager  
Malicoat-Winslow Engineers, P.C.  
(573) 875 1300 ext 31  
[stefanier@mwengrs.com](mailto:stefanier@mwengrs.com)

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

County of Boone )  
 )ss  
State of Missouri )

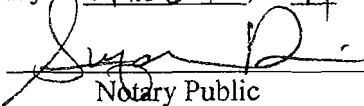
My name is Fred Malicoat. I am an authorized agent of Malicoat-Winstow Engineers, P.C. (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

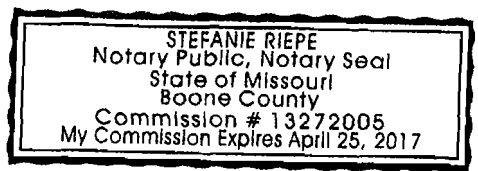
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Fred Malicoat                      3/6/2014  
Affiant                                      Date

Fred Malicoat  
Printed Name

Subscribed and sworn to before me this 6<sup>th</sup> day of March, 2014.

  
Notary Public





**Malicoat-Winslow Engineers,**  
**P.C.**

**Discipline List**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm*

Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	X
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	X
Planning	
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	X
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

107-2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of March 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number One relating to the agreement for Approved Reallocation-Based Project between the County of Boone and the Town of Harrisburg.

The terms of this amendment are stipulated in the attached Contract Amendment Number One. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 13th day of March, 2014.

ATTEST:

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

[Signature]  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

[Signature]  
Janet M. Thompson  
District II Commissioner

**CONTRACT AMENDMENT NUMBER ONE  
AGREEMENT FOR  
APPROVED REALLOCATION-BASED PROJECT**

The Agreement approved in Commission Order 535-2012 dated November 6, 2012 made by and between Boone County, Missouri and the **Town of Harrisburg** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **Add** road patch repair at Eaton & Craigview and at Eaton & DC Lane in the amount of \$6400.00 to the approved reimbursable work.

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**TOWN OF HARRISBURG**

by *Kathy Wellhite*  
title *City Clerk*

**BOONE COUNTY, MISSOURI**

by: *Daniel K. Atwill*  
Boone County Commissioner  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

*J. R. Hesse*  
County Counselor

ATTEST:

*Wendy S. Noren*  
Wendy S. Noren, County Clerk *ney*

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

*Jane E. Pitchford*  
Signature *by JEF*

*3/6/14*  
Date

*2049 /84200 / \$6,400.00*  
*already encumbered - PO 2012-193*  
Appropriation Account



**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPROVED REALLOCATION-BASED PROJECT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 6<sup>th</sup> day of November, 2012, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Town of Harrisburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County and City have entered into a Cooperative Agreement, approved by Boone County Commission Order 463-2011, relating to the annual distribution of sales and property taxes for road and bridge improvement; and

WHEREAS, City has filed a reallocation of funding application with the County requesting to facilitate a final transition from the old "revenue sharing" road revenue distribution policies to the new policies and procedures set out in the Cooperative Agreement approved by Boone County Commission Order 463-2011; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has filed a funding reallocation request with the County requesting funding for a road and/or bridge repair or improvement project be allocated to a different project; and

WHEREAS, County has approved a portion of the City's Reallocation Request for funding of the contemplated project(s); and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.

- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.
4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** Payments made under this Agreement shall be made on no more than a monthly basis in the form of progress payments upon receipt of a Project Progress Report in a form acceptable to County's Resource Management Department. In the event that an award from the County exceeds the City's actual costs in an approved project, any remaining funds shall be retained by, or immediately returned to, the County.
6. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
7. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **TERM.** This Agreement shall be in effect from its execution until completion of the project contemplated in the Application filed by City, unless sooner terminated under the provisions of this Agreement.



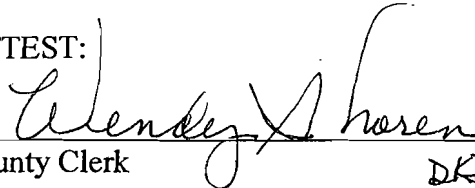
**BOONE COUNTY**

By:

  
Presiding Commissioner

Date: 11-6-12

ATTEST:

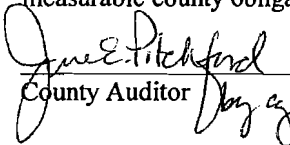
  
County Clerk DKB

APPROVED AS TO FORM:

  
County Attorney

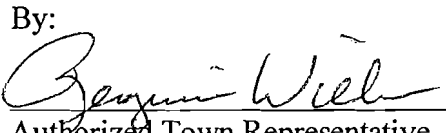
**Boone County Auditor Certification:**

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

 10/29/12  
County Auditor Date  
2049-84200

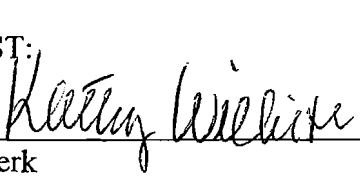
**TOWN OF HARRISBURG**

By:

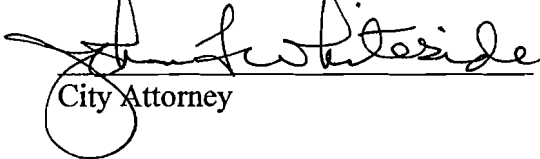
  
Authorized Town Representative

Date: 10-15-2012

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

# Proposed 2012 Street Improvements

## Lohmar Lane

<u>Work Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Ditch/Shoulder Grading	l.f.	800	7.00	\$5,600
Application of wedge to shape roadway	L.S.			\$5,000
Asphalt Pavement (14'x 450'x 2")	yd <sup>2</sup>	700	11.00	\$7,700
Construction Staking	L.S.			\$1,000
Construction Contingency	L.S.			\$2,000
Engineering & Surveying				\$3,000
Construction Observation and Payment Review				\$1,000
SUB-TOTAL				\$25,300

## Hughes Road

<u>Work Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Ditch/Shoulder Grading	l.f.	500	7.00	\$3,500
Placement of granular material	Ton	500	20.00	\$10,000
Asphalt Pavement (16'x 1700'x 3")	yd <sup>2</sup>	3030	16.50	\$49,995
Construction Staking	L.S.			\$2,000
Construction Contingency	L.S.			\$2,000
Engineering & Surveying				\$4,500
Construction Observation and Payment Review				\$1,500
SUB-TOTAL				\$72,995

## Crack Sealing and Maintenance (Wilhite, Drane, Harris, and Wood Streets)

<u>Work Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Crack Sealing	L.S.			\$8,500
Shoulder Repair	L.S.			\$2,500
SUB-TOTAL				\$11,000

~~TOTAL REQUEST FOR 2012~~ **\$109,295**



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of March 20 14

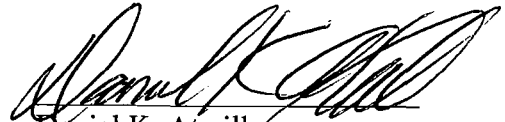
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone, based on the attached Findings of Fact, Conclusions of Law and Decision, does hereby deny the petition to vacate Lot 1 of County Downes Block I.

Done this 13th day of March, 2014.

ATTEST:

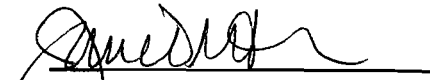
Wendy S. Noren  
Wendy S. Noren *ny*  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION**

### **Findings of Fact:**

1. County Downes Block I Subdivision is located in SW 1/4 of Section 11, Township 49 North, and Range 13 West of Boone County Missouri.
2. County Downes Block I is zoned R-S (Single Family Residential).
3. County Downes Block I was recorded in May 1978 in Plat Book 12, Page 42 of Boone County Records and consisted of sixteen lots having a lot size that ranges from 1.3 acres to 1.7 acres.
4. Basnett Properties LLC is the owner of County Downes Block I, Lot 1.
5. A petition to vacate and re-plat Lot 1, a 1.5 acre lot within County Downes Block I, was submitted to the Boone County Commission.
6. All property owners within 500 feet of Lot 1, County Downes Block I were notified of the request in accordance with Boone County policy.
7. On March 6, 2014, the Boone County Commission held a public hearing to consider the request to vacate and re-plat Lot 1, County Downes Block I.
8. Basnett Properties LLC was represented by Arthur Basnett, principal and David Butcher, surveyor, during the March 6, 2014 public hearing.
9. Testimony by the petitioner during the March 6, 2014 hearing indicated that the reason for requesting that Lot 1 be vacated was so that the lot could be re-platted to create an additional lot that could contain a home.
10. Testimony by the petitioner during the March 6, 2014 hearing indicated that one lot would include approximately .86 acres of land, and the other lot would include .49 acres of land.
11. Testimony by the petitioner during the March 6, 2014 hearing indicated that there is sufficient water and sanitary sewer capacity available to serve an additional house.
12. Adjoining property owners testified to their concern that future development of the subject tract could have a negative impact on the character of their neighborhood.
13. Adjoining property owners testified that vacating and then re-platting the 1.5 acre tract into two smaller lots will create two lots that are substantially smaller than the majority of those in the neighborhood.
14. The average lot size within 500 feet of County Downes Block I Lot 1 is 1.49 acres.

15. Adjoining property owners testified that creating smaller lots than those in the neighborhood would have a negative impact on property values.

16. Adjoining property owners testified that there is currently a drainage problem on County Downes Block I Lot 1 in that water often stands on the south end of the lot and frequently overflows the main road.

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### **Conclusions of Law:**

1. Boone County, Missouri is a First Class County within the State of Missouri.
  2. Boone County adopted a program of Planning and Zoning under Section 64.800 of the Revised Statutes of the State of Missouri (RSMo) when it was a Second Class County.
  3. Section 64.905 RSMo authorizes first class counties that adopted ordinances under 64.800 to continue under those statutes even after said county becomes a first class county.
  4. Section 64.825 RSMo authorizes counties to adopt regulations governing the subdivision of land.
  5. Boone County adopted regulations governing the subdivision of land in December 1973. These regulations were revised in June 1995.
  6. Section 1.8 of the Boone County Subdivision Regulations authorizes the Boone County Commission to vacate land previously platted providing good cause is shown during a public hearing that indicates the land can be vacated and subsequently re-platted without “adversely affecting the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services, and will not generally adversely affect the health, welfare, or safety of persons owning or possessing real estate within the subdivision to be vacated or surrounding real estate.”
- 

### **Decision:**

1. The Boone County Commission determines that there is not good cause to vacate Lot 1 of County Downes Block I...
2. The Boone County Commission determines that vacating Lot 1 of County Downes Block I will have a negative impact on the character of existing properties and homes in the neighborhood.

Therefore, the Boone County Commission hereby DENIES the petition to vacate Lot 1 of County Downes Block I.

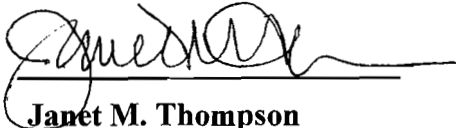
Entered on the 13<sup>th</sup> day of March, 2014.



**Dan Atwill**  
Presiding

Absent

**Karen M. Miller**  
District I



**Janet M. Thompson**  
District II

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of March 20 14

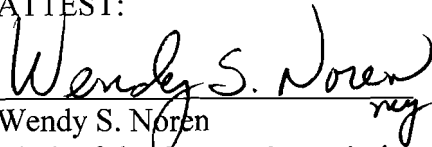
the following, among other proceedings, were had, viz:

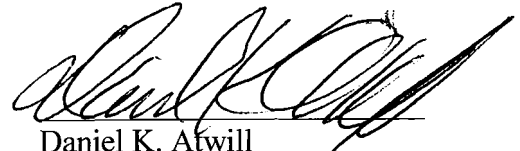
Now on this day the County Commission of the County of Boone does hereby approve the Consultant Services Agreement with A Civil Group to provide legal descriptions research and drafting for 2014 Delinquent Tax Sale for the Collector's Office.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Consultant Services Agreement.

Done this 13th day of March, 2014.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 13<sup>th</sup> day of March 2014, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: A Civil Group

Project/Work Description: Legal Descriptions research and drafting for 2014 Delinquent Tax Sale

Proposal Description: Services will be provided as requested by the County Collector at the attached rates, with research to be billed at the rate of \$85.00 per hour, with a total contract not to exceed \$4,000.00 without additional, written approval from the County.

Modifications to Proposal: Owner's representative shall be considered the Boone County Collector of Revenue; Patricia S. Lensmeyer. Consultant shall provide an itemized charge per legal description prepared, in addition to Consultant's monthly invoices for payment, to allow the addition of said direct cost to the relevant parcel as part of the costs of the delinquent tax sale.

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

A CIVIL GROUP

BOONE COUNTY, MISSOURI

By [Signature]

By [Signature]

Title CHIEF OPERATING MEMBER

Presiding Commissioner

Dated: 2/23/14

Dated: 3-13-14

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Attorney

[Signature]  
County Clerk

APPROVED:

Certification:

[Signature]  
Collector of Revenue

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 appropriations sufficient to pay the costs arising from this contract.

[Signature] 3/5/14 1150-7116  
Auditor Date

To: County Clerk's Office

Comm Order # 109-2014

RECEIVED

MAR - 5 2014

Please return purchase req. with back-up to Auditor's Office.

BOONE COUNTY AUDITOR

# PURCH BOONE COUNTY, MISSOURI

3/5/14

**REQUEST  
DATE**

9551

**VENDOR NO.**

A CIVIL GROUP

**VENDOR NAME**

PROF SVCS

**BID NUMBER**

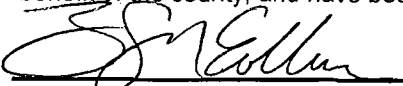
Ship to Department # 1150

Bill to Department # 1150

Department	Account	Item Description	Qty	Unit Price	Amount
1150	71116	Legal Descriptions & Research	Not to Exceed	4000	\$4,000.00
		2014 Delinq. Tax Certificate Sale			

GRAND TOTAL: 4,000.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
**Approving Official**

  
**Prepared By**

  
**Auditor Approval**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of March 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Request to Transfer Above ATS for Raymond Scheeler, Position Title: Corrections Corporal, Position No.: 659 at 106% above mid-point.

It is further ordered the Commissioners sign the attached ATS form.

Done this 13th day of March, 2014.

ATTEST:

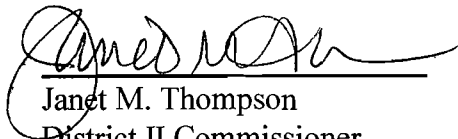
*Wendy S. Noren*  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

*Absent*

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)

## BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Raymond Scheeler Department Sheriff - Corrections

Position Title Corrections Corporal Position No. 659

Proposed Starting Salary (complete one only) Annual: \_\_\_\_\_ % of Mid-Point \_\_\_\_\_  
 OR Hourly: \$17.47 % of Mid-Point 106%

No. of employees in this job classification within your Department? 5

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Officer Scheeler went through the application, interviewing and selection process for the corporal position. Mr. Scheeler has been with our department since July 2011. His experience in corrections will benefit us in this position as he takes on the added responsibilities of corporal.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: All of the other Correction Corporals are paid at a higher salary than Corporal Scheeler.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This promotion should not affect any other employee.

Additional comments: Budget Amendment not necessary as employee was in position prior to this was paid at a higher salary - pay

Administrative Authority's Signature: Dwayne Carey Date: 2-26-14

Auditor's Certification:  Funds are available within the existing departmental salary and wage appropriation (#10100).  
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: [Signature] Date: 02/27/14

Human Resource Director's Recommendations: employee's current rate of pay is above the midpoint of the new position. (\$16.53 vs. midpoint \$16.42). Others Corporals earn b/t \$19.38-17.84 w/ years of service b/t 5.2-13.8. New rate for Scheeler is in-line w/ class code  
Recommend approval

Human Resource Director's Signature: Jean Redel-Reed Date: 2/28/14

County Commission \_\_\_\_\_ Approve \_\_\_\_\_ Deny \_\_\_\_\_  
 Comment(s): \_\_\_\_\_

Presiding Commissioner's Signature: [Signature] Date: 3-13-14  
 District I Commissioner's Signature: Absent Date: \_\_\_\_\_  
 District II Commissioner's Signature: [Signature] Date: 3/13/14

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

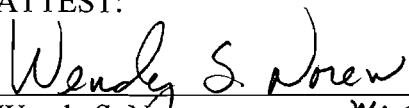
In the County Commission of said county, on the 13th day of March 20 14


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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, March 13, 2014, at 3:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

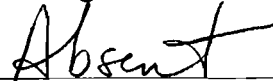
Done this 13th of March, 2014.

ATTEST:

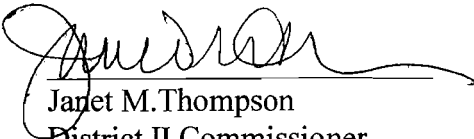
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

112 -2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of March 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Missouri NOW for June 1, 2014 from 11:00 a.m. to 4:00 p.m.

Done this 13th day of March, 2014.

ATTEST:

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

*[Signature]*  
Daniel K. Atwill  
Presiding Commissioner

*Absent*  
Karen M. Miller  
District I Commissioner

*[Signature]*  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Missouri NOW(National Organization for Women)

Address: 2401 W. Broadway Apt. 1120

City: Columbia State: MO ZIP Code 65203

Phone: 573-445-7144 Website: www.missourinow.org

Individual Requesting Use: Diane Meeker Position in Organization: Vice-President

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: State Council Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: June 1, 2014

Start Time of Setup: 11:00 AM AM/PM Start Time of Event: Noon AM/PM

End Time of Event: 2:30 PM AM/PM End Time of Cleanup: 4:00 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Diane Meeker, Vice-President

Phone Number: 573-445-7144 Date of Application: March 11, 2014

Email Address: columbiamonow@yahoo.com

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI  
[Signature]  
County Commissioner

DATE: 3-13-14