

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 22nd day of March 20 07

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

Now on this day the Boone County Commission, pursuant to Chapter 139 RSMo, does hereby authorize the Boone County Collector, Patricia S. Lensmeyer, for the 2001 tax bill year, to strike from the delinquent tax rolls property tax balances on real estate and personal property as follows:

State	\$	732.44
County	\$	6,074.10
School Districts	\$	114,821.44
Cities	\$	7,709.90
Fire Districts	\$	6,078.00
Library Districts	\$	11,708.55
Surtax	\$	2,370.71
Callahan Watershed	\$	7.36
Common Road	\$	1,212.32
Centralia Common Road	\$	9.85
Total	\$	150,724.67

These 2001 real estate and personal property taxes are stricken for the following reasons:

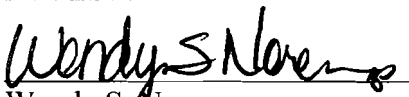
- After due diligence, the collector cannot locate the owners and said personal property taxes are beyond the 3 year statutory limitation to file civil action against the owners of record should the owners be located; or
- Bankruptcy proceedings have intervened making the balances due uncollectible; or,
- The real estate property was not subject to taxation after being acquired by a tax exempt owner after January 1 of the taxable year.

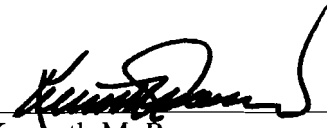
The above total of \$150,724.67 breaks out as follows:

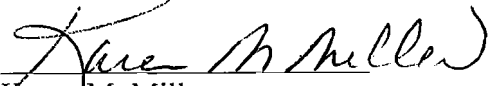
- Personal property \$ 119,085.98
- Bankruptcy \$ 639.36 – all personal property
- Tax exempt acquisitions \$ 30,999.33 – all real estate


Done this 22nd day of March, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 22nd day of March 20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for monies received for Internet Crimes Task Force – Community donation from Isle of Capri.

Department Name and Account Number	Amount of Increase
2524-03880 – Internet Crimes Task Force Community Donation	\$ 500.00
2524-91301 – Computer Hardware	\$ 500.00

Done this 22nd day of March, 2007.

ATTEST:

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

Kenneth M. Pearson
 Kenneth M. Pearson
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

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In the County Commission of said county, on the 22nd day of March 20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the revised scope of 2007 market update for the Human Resource Department.

Department Name and Account Number	Amount of Decrease	Amount of Increase
1123-86800 – Emergency	\$ 3,500.00	
1190-71101 – Professional Services		\$ 3,500.00

Done this 22nd day of March, 2007.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

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In the County Commission of said county, on the 22nd day of March 20 07

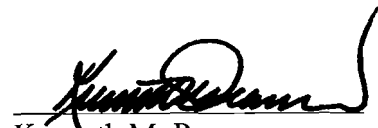
the following, among other proceedings, were had, viz:

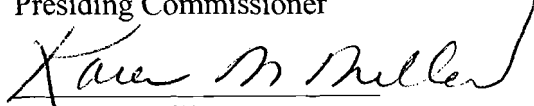
Now on this day the County Commission of the County of Boone does hereby approve the purchase of a printer for (L) Sinclair Sub-station in the amount of \$376.00 for the Sheriff's Department.


Done this 22nd day of March, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



BOONE COUNTY

Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. Walnut, Room 221

Columbia, MO 65201-4890

573-886-4315

Michael H. Mallicoat

Director

DATE: March 20, 2007

TO: Ken Pearson, Presiding Commissioner
 Karen Miller, District I Commissioner
 Skip Elkin, District II Commissioner

FROM: Michael Mallicoat

SUBJECT: Request for Printer for SD Sinclair Sub-station

The SD has requested a printer for their Sinclair sub-station for the purpose of printing reports. Following is an email from Sheriff Carey:

From: Dwayne Carey
To: Aron Gish
Date: 3/16/2007 8:39 AM
Subject: Sub-Station

Aron,
 I think Tom had talked to you about a new computer or second computer for the Sinclair sub-station. Tom received some bad information from a couple of my Sergeant's, but he and I got it clarified yesterday. We do not need a second computer!! The only thing we need for that sub-station is a printer. The computer there was recently switched out, as it was very old and outdated. A printer will allow the deputies to print out reports, etc., which would be very useful to them. I hope this clears things up and if you have any questions, please feel free to contact me.

Txs,

Dwayne

We recommend a small black and white laser quoted at \$376.51 including a 2-year warranty. No budget revision is necessary – we can cover with savings in our new computer equipment account.

Thank you for considering this request.

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Term. 2007

In the County Commission of said county, on the 22nd day of March 20 07

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


Now on this day the County Commission of the County of Boone does hereby approve the following Consultant Service Agreements for the Public Works Department.

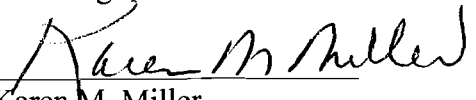
- Hanson Professional Services, Inc.
- RTI Consultants
- HDR Engineering, Inc.
- TranSystem Corporation

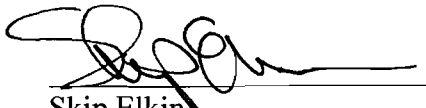
Done this 22nd day of March, 2007.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 22 day of March, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Hanson Professional Services, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HANSON PROFESSIONAL SERVICES, INC. BOONE COUNTY, MISSOURI

By Phillip E. Brownman

By [Signature]

Presiding Commissioner

Title Senior Vice President

Dated: February 23, 2007

Dated: 3/22/09

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

Wendy S. Nore
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

No encumbrance required 3/21/07
Auditor [Signature] Date

BASIS OF PAYMENT CONSULTING SERVICES

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

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

ENGINEER/ARCHITECT/SCIENTIST I	\$80.00
ENGINEER/ARCHITECT/SCIENTIST II	\$89.00
ENGINEER/ARCHITECT/SCIENTIST III	\$102.00
ENGINEER/ARCHITECT/SCIENTIST IV	\$111.00
ENGINEER/ARCHITECT/SCIENTIST V	\$118.00
ENGINEER/ARCHITECT/SCIENTIST VI	\$136.00
ENGINEER/ARCHITECT/SCIENTIST VII	\$162.00
ENGINEER/ARCHITECT/SCIENTIST VIII	\$188.00
PRINCIPAL	\$226.00

2. **TECHNICAL POSITIONS:**

AIDE	\$42.00
TECHNICIAN I	\$49.00
TECHNICIAN II	\$55.00
TECHNICIAN III	\$67.00
TECHNICIAN IV	\$75.00
TECHNICIAN V	\$83.00
TECHNICIAN VI	\$97.00
TECHNICIAN VII	\$103.00
MANAGER/DESIGNER	\$117.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	\$33.00
ADMINISTRATIVE II	\$46.00
ADMINISTRATIVE III	\$57.00
ADMINISTRATIVE IV	\$77.00
ADMINISTRATIVE V	\$91.00
ADMINISTRATIVE VI	\$103.00
ADMINISTRATIVE VII	\$136.00

4. Charges for special services, expert testimony, etc., will be negotiated.
5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.
7. Use of computer-aided design, drafting, GIS stations and technical software will be charged at \$15.00 per hour.
8. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.
9. Mileage charges for automobile = 48.5 cents per mile. Mileage charges for mobile lab or truck = 65 cents per mile.

Charges for vehicles that will remain assigned to a specific job will be \$50.00 per day or \$750.00 per month for automobiles, and \$65.00 per day or \$975.00 per month for mobile labs or trucks, plus the cost of fuel in lieu of mileage charges.
10. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.
11. Rates are subject to change and may be superseded by a new schedule on or about January 1, 2008.

07 Rev. 0



GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 22nd day of March 2007, 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 TranSystems Corporation (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSYSTEMS CORPORATION

By Frank Weatherford

Title Principal

Dated: 2/27/07

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3/22/07

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Nore
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

No encumbrance required 3/21/07
Auditor [Signature] Date

TranSystems
Schedule of Hourly Rates for 2007
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Engineer V	\$235	Surveyor IV	\$112
Engineer IV	\$169	Surveyor III	\$83
Engineer III	\$125	Surveyor II	\$60
Engineer II	\$104	Surveyor I	\$53
Engineer I	\$85	Three-Person Survey Crew	\$187
Architect IV	\$161	Two-Person Survey Crew	\$133
Architect III	\$120	Industry Specialist IV	\$175
Planner IV	\$180	Inspector V	\$169
Planner III	\$130	Inspector IV	\$108
Planner II	\$85	Inspector III	\$82
Planner I	\$71	Inspector II	\$69
Scientist IV	\$169	Inspector I	\$56
Scientist III	\$108	Administrator IV	\$164
Scientist II	\$85	Administrator III	\$130
Scientist I	\$73	Administrator II	\$68
Technician V	\$137	Administrator I	\$54
Technician IV	\$97	Clerical III	\$74
Technician III	\$82	Clerical II	\$63
Technician II	\$70	Clerical I	\$50
Technician I	\$59		

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2007. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

CERTIFICATION:

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

Auditor

Date

128-2007

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 20 day of March, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and RTI Consultants (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RTI CONSULTANTS

By William D. Carson

Title Vice-President

Dated: 3-20-07

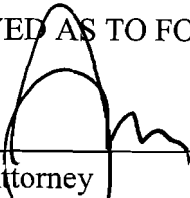
BOONE COUNTY, MISSOURI

By Kurt Damm


Presiding Commissioner

Dated: 3/22/07

APPROVED AS TO FORM:


County Attorney

APPROVED:


Director, Boone County Public Works

ATTEST:

Wendy S. Nora
County Clerk

RTI CONSULTANTS
 SCHEDULE OF SERVICES & FEES
 EFFECTIVE JANUARY 1, 2007

A. Consulting

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

1. CEO, President	\$140.00/hour
2. Principal	\$120.00/hour
3. Project Manager	\$100.00/hour
4. Environmental Consultant	\$90.00/hour
5. Consultant	\$90.00/hour
6. Registered Engineer	\$90.00/hour
7. Registered Architect	\$90.00/hour
8. Field Technician	\$60.00/hour
9. AutoCAD Operator	\$50.00/hour
10. Clerical	\$50.00/hour
11. Deposition/Court Time	\$130.00/hour

B. Construction Monitoring

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

1. Construction Monitor	\$65.00/hour (plus expenses)
-------------------------	------------------------------

C. Roof Moisture Surveys

Infrared or Capacitance non-destructive roof moisture surveys.

1. Equipment Operator	\$100.00/hour
2. Infrared Equipment	\$400.00/day
3. Nuclear Equipment	\$350.00/day
4. Dielectric Equipment	\$200.00/day

D. Mileage \$0.50/mile

E. Air Travel Cost + 15%

F. Per Diem \$130.00/person/day

G. Miscellaneous Reimbursable (printing, photos, shipping) Cost + 15%

H. Additional Insured \$120.00/each

Notes: Services and/or fees not listed above will be quoted upon request. The above unit prices are applicable for twelve months from the date of this proposal and are subject to change without notice.

Fees good through December 31, 2007

CERTIFICATION:

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

No encumbrance required 3/21/07
 Auditor *by cy* Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 22nd day of March 20 07


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

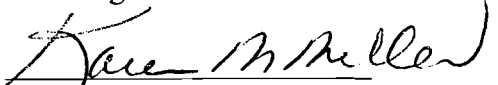
Now on this day the County Commission of the County of Boone does hereby approve the use of RTI Consultants for the Boone County Jail Roof Replacement Project.

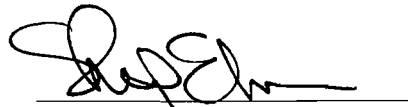
Done this 22nd day of March, 2007.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 22 day of March 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: RTI CONSULTANTS

Project/Work Description: BOONE COUNTY JAIL ROOF REPLACEMENT

Proposal Description: See attached Request for Proposal dated March 12, 2007, issued by David Mink and Scope of Work and Fee Schedule issued by RTI Consultants.

Modifications to Proposal: Fees and expenses shall not exceed \$47,590.00 without prior written approval of Owner.

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

RTI CONSULTANTS

By William D. Carni
Title Vice-President

Dated: 3/29/07

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 3/22/07

ATTEST:

Wendy S. More
County Clerk

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
[Signature] 3/21/07
Auditor by [Signature] Date 6200-60100

RTI Consultants

Building Systems Design & Management

A PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES

Project Location

Boone County Jail
2121 County Drive
Columbia, Missouri 65201

Project Description

Design & Replacement of existing Roof System and Ventilation Tower Walls

Project Schedule

Schematic Phase-completed by May 11, 2007
Development Phase-completed by May 18, 2007
Documents Phase-completed by June 8, 2007
Bidding Phase-completed by June 28, 2007
Administration Phase-construction August 1, 2007-October 31, 2007
Administration Phase (post-construction)-completed by November 30, 2007

Scope of Work/Fees

Design Services - \$44,590
Reimbursable Expenses - \$3,000
Total = \$47,590
(Reference enclosure)

TO:

David W Mink, P.E./Director of Public Works
Boone County Public Works
5551 Hwy 63 South
Columbia, Missouri 65201
Telephone: 573.886.4401 (O) 573.864.2899 (C)
Fax: 573.886.4402
E-mail: dmink@boonecountymmo.org

FROM:

Mike Gerstner
RTI Consultants
7903 West 83rd Street
Overland Park, KS 66204-3647
Telephone: 913-649-6565
Fax: 913-649-6566
E-mail: mike@rtic.com

TERMS AND CONDITIONS

Unless otherwise stated, invoices will be submitted to the addressee of this proposal. We thank you for the consideration of our firm in this project. Please contact the author of this proposal if you have any questions concerning the proposed services.

Fees will be billed monthly and will be due within 30 days. Fees due over 30 days will be subject to interest at a rate of 1 percent per month unless prior arrangements have been made. If acceptable, please sign below and return to our office.

RTI Contact: 

Mike Gerstner 913.238.5434 mike@rtic.com

Date: March 18, 2007

RTI No.: 7047

Client Acceptance:

By: _____

Date: _____

P.O. No: _____

SCHEMATIC

- A. Review-bidding requirements, contract conditions, general requirements
- B. Review building exterior and interior
- C. Examine original documents
- D. Measure designated roof areas complete with penetrations, to scale
- E. Develop and discuss construction issues
- F. Verify roof slope
- G. Review schematic report with County representatives

DEVELOPMENT

- A. Review code requirements
- B. Perform dew point calculations
- C. Perform wind up-lift calculations
- D. Perform drainage calculations
- E. Review development report with County representatives
- F. Develop drawings
- G. Provide Opinion of Probable Construction Costs and estimated construction schedule

BIDDING DOCUMENTS

- A. Generate AutoCAD details and AutoCAD roof plan
- B. Submit specifications (to include all Contract Conditions provided by County)
- C. General Requirements, and all technical specification sections

BIDDING

- A. Assist with project advertisement to qualified contractors
- B. Conduct a pre-bid conference
- C. Provide technical assistance and telephone support to contractors during bidding phase
- D. Issue addendum
- E. Evaluate bids/provide written recommendation

ADMINISTRATION

- A. Contracts
 - 1. Prepare and administer AIA contracts
 - 2. Review change order proposals
 - 3. Prepare and administer AIA change orders
- B. Pre-construction/Pre-installation
 - 1. Review pre-construction submittals
 - 2. Review pre-installation submittals
 - 3. Attend pre-installation meeting
- C. Construction Administration
 - 1. Review and approve pay applications
 - 2. Conduct one interim inspection by project Principal
 - 3. Conduct twelve site inspections by project consultant
 - 4. Conduct pre-final inspection
 - 5. Conduct final inspection
- D. Post-construction
 - 1. Complete and submit close out documents (including prevailing wage documentation)

DESIGN SERVICES ON VERTICAL FACES OF VENTILATION TOWERS/VERTICAL ACCENT FEATURES

E. Consulting Services for non-covered items:

1. Vertical faces on ventilation tower and Vertical accent features to match
 - a) Schematic
 - b) Development
 - c) Documents
 - d) Bidding
 - e) Construction
 - f) Post-Construction

REIMBURSABLES

- A. Not to exceed sum for reimbursable items (printing, per diem, lodging, misc.)

ADDITIONAL SERVICES (if requested)

- A. Provide additional site observation by project consultant- \$700 per trip
- B. Provide additional site inspection by project Principal- \$800 per trip

EXHIBIT "A"

Allocated Hours

Boone County Jail

RTI No. 7047

Schematic

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	11.0	\$ 120.00	\$ 1,320.00
Project Manager	30.0	\$ 100.00	\$ 3,000.00
Consultant	20.0	\$ 90.00	\$ 1,800.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	4.0	\$ 50.00	\$ 200.00
		Sub-Total	\$ 6,320.00

Development

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	8.0	\$ 120.00	\$ 960.00
Project Manager	27.0	\$ 100.00	\$ 2,700.00
Consultant	18.0	\$ 90.00	\$ 1,620.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	2.0	\$ 50.00	\$ 100.00
		Sub-Total	\$ 5,830.00

Construction Documents

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	16.0	\$ 120.00	\$ 1,920.00
Project Manager	18.0	\$ 100.00	\$ 1,800.00
Consultant	9.0	\$ 90.00	\$ 810.00
AutoCAD Operator	44.0	\$ 50.00	\$ 2,200.00
Clerical	8.0	\$ 50.00	\$ 400.00
		Sub-Total	\$ 7,130.00

Bidding

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	13.0	\$ 120.00	\$ 1,560.00
Project Manager	15.0	\$ 100.00	\$ 1,500.00
Consultant	5.0	\$ 90.00	\$ 450.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	2.0	\$ 50.00	\$ 100.00
		Sub-Total	\$ 3,970.00

Administration

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	28.0	\$ 120.00	\$ 3,360.00
Project Manager	57.0	\$ 100.00	\$ 5,700.00
Consultant	90.0	\$ 90.00	\$ 8,100.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	11.0	\$ 50.00	\$ 550.00
		Sub-Total	\$17,710.00

Reimbursable Expenses

Not to exceed sum for reimbursable items (printing, per diem, lodging, mileage)

Sub-Total \$ 3,000.00**Total** \$43,960.00

EXHIBIT "B-Consulting Services for non-covered items"

Allocated Hours

Boone County Jail

RTI No. 7047

Schematic

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	1.0	\$ 120.00	\$ 120.00
Project Manager	2.0	\$ 100.00	\$ 200.00
Consultant	4.0	\$ 90.00	\$ 360.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	1.0	\$ 50.00	\$ 50.00
		Sub-Total	\$ 730.00

Development

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	1.0	\$ 120.00	\$ 120.00
Project Manager	1.0	\$ 100.00	\$ 100.00
Consultant	2.0	\$ 90.00	\$ 180.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	1.0	\$ 50.00	\$ 50.00
		Sub-Total	\$ 450.00

Construction Documents

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	2.0	\$ 120.00	\$ 240.00
Project Manager	2.0	\$ 100.00	\$ 200.00
Consultant	3.0	\$ 90.00	\$ 270.00
AutoCAD Operator	4.0	\$ 50.00	\$ 200.00
Clerical	1.0	\$ 50.00	\$ 50.00
		Sub-Total	\$ 960.00

Bidding

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	1.0	\$ 120.00	\$ 120.00
Project Manager	1.0	\$ 100.00	\$ 100.00
Consultant	1.0	\$ 90.00	\$ 90.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	1.0	\$ 50.00	\$ 50.00
		Sub-Total	\$ 360.00

Administration

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	2.0	\$ 120.00	\$ 240.00
Project Manager	3.0	\$ 100.00	\$ 300.00
Consultant	6.0	\$ 90.00	\$ 540.00
AutoCAD Operator	0.0	\$ 50.00	\$ 0.00
Clerical	1.0	\$ 50.00	\$ 50.00
		Sub-Total	\$ 1,130.00

Total \$ 3,630.00

Boone County Public Works

David W. Mink, P.E.
Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Request for Proposal – Engineering Services March 12, 2007

Project Name: Boone County Jail Roof Replacement

The Facility Maintenance Division of the Boone County Public Works Department invites RTI, Inc. to submit a proposal in accordance with our General Consultant Agreement to provide design services for total roof and gutter replacement for the Boone County Jail including all “pods,” connecting corridors, ventilation towers, the sally port, and the detached “pump house.” It is desired to have the proposal no later than March 23, 2007 with award and notice to proceed anticipated within three to four weeks. The County would anticipate final plans within 45 calendar days of notice to proceed and intends to bid the construction work shortly thereafter.

The existing roof system estimated to be approximately 60,000 square feet was damaged by hail in March 2006 and this replacement is in response to that event. Insurance adjustors have agreed to cover the cost of the roof and gutter replacement including the design fee but will not cover any work on the vertical faces of the ventilation towers or vertical accent features which may need to be painted to match. The proposal should itemize work not covered by insurance in both the design proposal and in the bid specifications for proper accounting. The new roof system should provide a permanent water tight seal and maintain the structural diaphragm strength appropriate for the supporting structural system. The specifications shall include details indicating proper installation including proper fastening techniques that accommodate thermal expansion and contraction. The plans and specifications shall also take into account continuous occupancy and the high security features of the facility such as the razor wire and restricted access. Removal of the roof must be done in sections and the new roof applied the same day. We understand that construction is expected to take up to 12 weeks but the County desires the work to be completed no later than October 31.

Scope of Work

The consultant shall provide the necessary services, including but not limited to:

- 1) Schematic:
 - a) Review bidding requirements, contract conditions, general requirements
 - b) Review building exterior and interior
 - c) Examine original documents
 - d) Measure designated roof areas complete with penetrations, to scale
 - e) Develop and discuss construction issues
 - f) Verify roof slope
 - g) Review schematic report with County representatives

- 2) Development:
 - a) Review code requirements
 - b) Perform dew point calculations
 - c) Perform wind up-lift calculations
 - d) Perform drainage calculations
 - e) Review development report with County representatives
 - f) Develop drawings
 - g) Provide Opinion of Probable Construction Costs and an estimated construction schedule
- 3) Bidding Documents:
 - a) Generate AutoCAD details and AutoCAD roof plan
 - b) Submit specifications (to include all Contract Conditions provided by County)
 - c) General Requirements and all technical specification sections
- 4) Bidding:
 - a) Assist with project advertisement to qualified contractors
 - b) Conduct a pre-bid conference
 - c) Provide technical assistance and telephone support to contractors during the bidding phase
 - d) Issue addendum
 - e) Evaluate bids/provide written recommendation
- 5) Administration:
 - a) Contracts
 - i) Prepare and administer AIA contracts
 - ii) Review change order proposals
 - iii) Prepare and administer AIA change orders
 - b) Pre-construction/Pre-installation
 - i) Attend pre-installation meeting
 - ii) Review pre-construction & pre-installation submittals
 - c) Construction
 - i) Administration - Review and approve pay applications
 - ii) Conduct up to twelve (12) site inspections by project consultant (include mileage in unit fee)
 - iii) Conduct final inspection
 - d) Post-construction
 - i) Complete and submit close out documents (including Prevailing Wage documentation)
- 6) Consulting Services for non-covered items:
 - a) Vertical faces on ventilation tower
 - b) Vertical accent features to match
- 7) Additional Services (if requested) – *provide unit cost*
 - a) Provide additional site inspection by project consultant
 - b) Provide site inspection by project Principal
- 8) Reimbursables:
 - a) Provide not to exceed sum for reimbursables