

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 17

County of Boone

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In the County Commission of said county, on the

23rd

day of

February

20

17

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

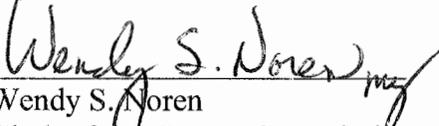
Now on this day the County Commission of the County of Boone does hereby approve the attached grant applications for the Sheriff's Department as offered by MoDOT – Traffic and Highway Safety Division:

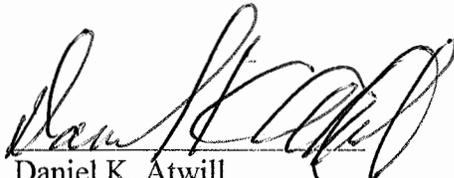
- HMV -- Slowdown, requested amount \$23,484.00
- Sobriety Checkpoints/Saturation Patrols, requested amount \$18,340.00
- Full Time DWI/Traffic Unit, requested amount \$70,851.82

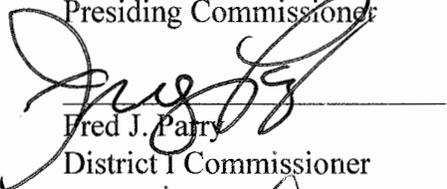
It is further ordered the Boone County Commissioners are hereby authorized to sign the attached County Authorization forms.

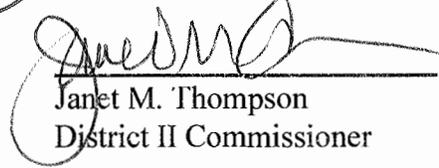
Done this 23rd day of February, 2017.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

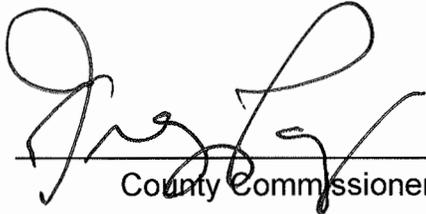
## COUNTY AUTHORIZATION

On February 23, 2017 the County Commission of Boone  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
County Commissioner

  
County Commissioner

  
Presiding Commissioner



**Traffic and Highway Safety Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2017 through September 30, 2018**

Traffic and Highway Safety Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2017)

<b>Agency:</b>	Boone County Sheriff's Dept.	<b>Agency ORI#:</b>	MO0100000
<b>Address:</b>	2121 County Dr.	<b>Federal Tax ID#:</b>	436000349
		<b>DUNS #:</b>	182739177
<b>City:</b>	Columbia	<b>State:</b> MO	<b>Zip:</b> 65202-9064
		<b>County:</b>	Boone
<b>Phone:</b>	573-875-1111	<b>Fax:</b>	573-874-8953
<b>Contact:</b>	Sgt. Brian Leer	<b>Email:</b>	bleer@boonecountymo.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	129,098
<b>Targeted Population:</b>	All Drivers		

**Project activity for which your agency is requesting funding:**  
Hazardous Moving Violation

<b>Project Title:</b>	HMV - Slowdown	<b>Requested Amount:</b>	\$23,484.00
<b>Brief Description:</b>	HMV Enforcement / Operation Slowdown		

\_\_\_\_\_  
Dwayne Carey  
Authorizing Official

  
\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Authorizing Official Title

## PROBLEM IDENTIFICATION

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Hazardous Moving Violations (HMOV) also known as aggressive driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Aggressive drivers are defined within Missouri's Blueprint to SAVE MORE LIVES as, "drivers of motorized vehicles who committed one or more of the following violations which contributed to the cause of a traffic crash: speeding; driving too fast for conditions; and/or following too close."

Aggressive drivers not only put their own lives at risk, but the lives of others as well. Of the 930 people killed, 67.4% were the aggressive driver and the other 32.6% were some other party in the incident. Of the 5,266 seriously injured, slightly more than one-half (53.9%) were the aggressive drivers and nearly one-half (46.1%) being some other person involved.

From January 2014 through December 2016, Boone County experienced 6,940 reported motor vehicle crashes and this number includes 53 fatal motor vehicle crashes. We know that more often than not these motor vehicle crashes are caused, at least in part, by speeding, careless driving, inattention or other hazardous moving violations.

When looking at the probable contributing circumstances for the 6,940 reported motor vehicle crashes there are several of them that stand out. Below are various probable contributing circumstances and the number (out of the 6,940) of crashes that listed them as a probable factor in the crash.

Failed to Yield: 1,268 Total  
Following Too Close: 1,042 Total  
Too Fast for Conditions: 1,019 Total  
Distracted / Inattentive: 970 Total  
Improper Lane Use / Change: 846 Total  
Violation Signal / Sign: 296 Total  
Improper Turn: 220 Total  
Speed - Exceeded Limit: 218 Total  
Wrong Side (Not Passing): 107  
Improper Passing: 94

## GOALS/OBJECTIVES

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In 2012-2014, there were 414,173 traffic crashes in Missouri - 15.1% involved speeding. Correlating with the national data, Missouri's problem is also more significant when examining fatal crashes—of the 2,143 fatal crashes, 37.5% involved drivers who were speeding.

### Goal #1:

To decrease HMV/aggressive driving related fatalities to:

- 314 by 2013
- 299 by 2014
- 288 by 2015
- 270 by 2016

### Performance Measure:

Number of HMV/aggressive driving-related fatalities

### Benchmark:

2012 aggressive driving-related fatalities = 326  
(308 in 2013, 287 in 2014)

### Goal #2:

To decrease speed-related fatalities to:

- 312 by 2013
- 297 by 2014
- 283 by 2015
- 268 by 2016

### Performance Measure:

Number of speed-related fatalities

### Benchmark:

2012 speed-related fatalities = 326  
(302 in 2013, 276 in 2014)

### Objective:

Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

### Goal:

To support the state goal of decreasing hazardous moving violation driving related crashes to include fatality crashes .

### Objective:

Implement monthly enforcement details focusing on enforcing speeding violations and other hazardous moving violations.

## PROJECT DESCRIPTION

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Project Description information is captured in the supplemental section.

The Boone County Sheriff's Department's is planning to perform slowdown operation enforcement details every month from October of 2017 through September of 2018. These "Operation Slowdown" details will be performed throughout Boone County with concentration in known problem areas and areas with high traffic volumes .

Our intention is to schedule an average of eight "shifts" per month that are each 4 hours in length for an average of 32 hours per month. These eight shifts may be grouped together to allow several (ideally four or more) deputies to work at the same time or they may be spread throughout the month. Our goal will be to address all observed violations with an emphasis on enforcing speeding violations and other hazardous moving violations, such as speeding, following too closely, careless and imprudent driving, stop sign, red-light running, failure to yield, and lane violations.

We have traditionally divided the "Operation Slowdown" enforcement efforts between county maintained roadways and the state maintained roadways to include Interstate 70 and U.S. Highway 63, which historically have had a high number of serious and fatal traffic crashes. In 2016, Boone County experienced a drastic rise in fatal motor vehicle crashes with 26 people being killed in 24 fatality crashes. Of those 24 crashes, 14 of them occurred within the city limits of Columbia. To understand the gravity of these numbers, one must look at how it compares to previous years. In 2015, there were 13 fatality crashes that resulted in 15 deaths in Boone County. In 2014, there were 16 fatality crashes that resulted in 18 deaths in Boone County. In 2013, there were 9 fatality crashes that resulted in 10 deaths in Boone County.

Since there were 14 fatal crashes that occurred within the city limits of Columbia in 2016, the Boone County Sheriff's Department intends to utilize this grant to fund additional enforcement efforts inside the City of Columbia throughout the 2017-2018 grant year. If funding is awarded, our goal is to dedicate at least 96 hours throughout the grant year to enforcement efforts within the City of Columbia.

We may conduct one or two safety checkpoints throughout the grant year as well . The purpose of these safety checkpoints is to identify safety violations, target those unlicensed/suspended/revoked drivers, and target child restraint/safety belt violations. Each safety checkpoint will require approximately 32 to 40 deputy man hours. During months we conduct a safety checkpoint, we may reduce the number of other regular slowdown operation shifts.

We are also asking for funding to reimburse Boone County Joint Communications for the costs for dedicated dispatcher/communications operator for HMTV activities. Due to the increased workload these organized enforcement activities create for Boone County Joint Communications, they will often bring in a dedicated dispatcher/communications operator to work the details. We are asking for funding to cover 128 hours for dispatcher/communications operator costs throughout the grant year.

**SUPPLEMENTAL INFORMATION**

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<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p>In Fiscal Year 2016, we did much better on expending the HVM funds that were awarded. We were awarded \$9,965.01 for equipment and expended \$9,715.19 on equipment. We were also awarded \$10,565.00 for personnel costs and expended \$10,562.23 for personnel costs. Based off last year's performance, along with our anticipated staffing increases, we feel we have accurately projected what we will be expending in Fiscal Year 2018.</p> <p>In Fiscal Year 2015, we were awarded \$27,736.00 in HVM funds; however, we only expended \$19,321.41. We can only attribute the unexpended funds to staffing issues, and possibly the fact we over-budgeted for the planned enforcement activities. In Fiscal Year 2014, we simply over-budgeted the HVM funds we would expend. Out of the \$21,000 awarded, we only expended \$12,352.58.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No

16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.**

18 Total number of DWI violations written by your agency.	134
19 Total number of speeding violations written by your agency.	797
20 Total number of HMV violations written by your agency.	1138
21 Total number of child safety/booster seat violations written by your agency.	44
22 Total number of safety belt violations written by your agency.	196
23 Total number of sobriety checkpoints hosted.	5

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	6940
25 Total number of traffic crashes resulting in a fatality.	53
26 Total number of traffic crashes resulting in a serious injury.	282
27 Total number of speed-related traffic crashes.	1237
28 Total number of speed-related traffic crashes resulting in a fatality.	16
29 Total number of speed-related traffic crashes resulting in a serious injury.	406
30 Total number of alcohol-related traffic crashes.	426
31 Total number of alcohol-related traffic crashes resulting in a fatality.	13
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	151
33 Total number of unbuckled fatalities.	16
34 Total number of unbuckled serious injuries.	49

**Enter your agency's information below.**

35 Total number of commissioned law enforcement officers.	73
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36 Total number of commissioned patrol and traffic officers.	36
37 Total number of commissioned law enforcement officers available for overtime enforcement.	43
38 Total number of vehicles available for enforcement.	45
39 Total number of radars/lasers.	46
40 Total number of in-car video cameras.	48
41 Total number of PBTs.	35
42 Total number of Breath Instruments.	4

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.

In analyzing 7,059 motor vehicle crashes that occurred within Boone County 2013 – 2015, 789 ( 11.1%) occurred on Interstate 70, 756 (10.7%) occurred on US Highway 63, 483 (6.8%) occurred on County Roads, 2,326 (32.9%) occurred on other various state maintained roadways, and 2,544 (36.0%) occurred on City Streets.

Based on these numbers, and the fact that the Boone County Sheriff’s Department is basically the only law enforcement agency conducting enforcement on county maintained roadways in Boone County, our slowdown operations and HMV enforcement details will include enforcement efforts primarily focused on County Roadways, US Highway 63, Interstate 70, various state maintained roadways within Boone County and City Streets within the City of Columbia. Enforcement efforts will be performed in high traffic areas and areas known for violations and/or crashes throughout Boone County and the City of Columbia.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

According to the statistics from 2013-2015, the frequency of crashes within Boone County ranged from 519 to 707 in any given month; therefore, the Boone County Sheriff’s Department will conduct this enforcement year-round (October -September).

2013 - 2015 Traffic Crashes by month in Boone County:

- January - 528
- February - 604
- March - 576
- April - 553
- May - 618
- June - 519
- July - 521
- August - 573
- September - 629
- October - 707
- November - 663
- December – 568

46 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2013-2015, motor vehicle crashes within Boone County are likely to occur Sunday through Saturday; however, 76% of the crashes occurred Monday through Friday. Most of our slowdown operations will be conducted Monday through Friday.

2013 – 2015 Traffic Crashes by day of week in Boone County:

Sunday - 739  
Monday – 1,001  
Tuesday – 1,006  
Wednesday – 985  
Thursday – 1,106  
Friday - 1,294  
Saturday – 903  
Unknown - 25

47 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2013 - 2015, approximately 72.5% of the total number of traffic crashes and approximately 67.5% of the speeding involved traffic crashes in Boone County occurred between the hours of 7:00 A.M. and 7:00 P.M. Based on these facts, most of our enforcement under this grant will be conducted between the hours of 7:00 A.M. and 7:00 P.M., though this may vary occasionally.

48 Enter the number of officers assigned during the enforcement period.

4

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

## ADDITIONAL FUNDING SOURCES

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Boone County Sheriff's Department Cyber Crimes Task Force State Cyber Crime Grant (SCCG) - 2017-SCCG-001 executed 08/01/2016, project dates 06/01/2016 - 05/31/2017, awarded \$132,167.07

MO Internet Crimes Against Children Task Force Grant -2014-MC-FX-K043, Awarded \$10,000 for equipment and/or training, 11/04/2016 - 06/30/2017

Youth Community Coalition of Columbia STOP ACT Grant - Alcohol Compliance/Enforcement - BCSD Awarded \$6,000, 10/01/2016 - 09/30/2017.

Edward Byrne Memorial Justice Assistance Grant: 2014-DJ-BX-0502 (JAG) - BCSD Awarded \$18,494.40 - 10/1/2013-9/30/2017

Edward Byrne Memorial Justice Assistance Grant: 2015-DJ-BX-0784 (JAG) - BCSD Awarded \$15,255.60 - 10/1/2014-9/30/2018

Edward Byrne Memorial Justice Assistance Grant: 2016-DJ-BX-0842 (JAG) - BCSD Awarded \$14,470.00 - 10-1-2015-9-30-2019

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Salary and Fringe	Overtime and fringe for deputies working the slowdown details and various HMV details under this grant	480	\$39.00	\$18,720.00	\$0.00	\$18,720.00
	Overtime and Fringe	Overtime and fringe to reimburse the cost of a dedicated communications operator (dispatcher) for the Slowdown / HMV details being conducted for this grant	96	\$34.00	\$3,264.00	\$0.00	\$3,264.00
					\$21,984.00	\$0.00	\$21,984.00
<b>Training</b>							
	Professional Development	LETSAC Conference	2	\$750.00	\$1,500.00	\$0.00	\$1,500.00
					\$1,500.00	\$0.00	\$1,500.00
<b>Total Contract</b>					<b>\$23,484.00</b>	<b>\$0.00</b>	<b>\$23,484.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2015_OMB_Circular_A-133.pdf	02/16/2017



Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

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County discussed participation in Missouri's Highway Safety Program.

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		<b>DUNS #:</b>	182739177
<b>City:</b>	Columbia	<b>State:</b> MO	<b>Zip:</b> 65202-9064
		<b>County:</b>	Boone
<b>Phone:</b>	573-875-1111	<b>Fax:</b>	573-874-8953
<b>Contact:</b>	Sgt. Brian Leer	<b>Email:</b>	bleer@boonecountymmo.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	129,098
<b>Targeted Population:</b>	Impaired Drivers		

**Project activity for which your agency is requesting funding:**

DWI Enforcement

<b>Project Title:</b>	Sobriety Checkpoints/Saturation Patrols	<b>Requested Amount:</b>	\$18,340.00
<b>Brief Description:</b>	Combination Checkpoints & Saturations		

\_\_\_\_\_  
Dwayne Carey  
**Authorizing Official**

  
\_\_\_\_\_  
**Authorizing Official Signature**

\_\_\_\_\_  
Sheriff  
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

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Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.6% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

In the past three years (2014-2016) there have been 6,940 reported crashes (total number investigated by all agencies) in Boone County. Of those 6,940 crashes, 426 were Drinking-Involved crashes and 487 were Drinking and/or Drug Involved crashes. Of the 426 Drinking-Involved crashes, 151 of the crashes involved injury to a total of 202 persons, and 13 involved the death of a total of 17 persons. Of the 491 Drinking and/or Drug Involved crashes, 170 of the crashes involved injury to a total of 223 persons, and 12 involved the death of a total of 15 persons.

Boone County and the City of Columbia, which is the county seat of Boone County, consistently have problems with Drinking-Involved crashes. Below are some of the rankings (2013-2015), which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it comes to drinking-involved crashes.

- \* Alcohol Involved Traffic Crashes - Boone County ranked 7th / City of Columbia ranked 6th
- \* Disabling Alcohol Involved Traffic Crashes - Boone County ranked 6th / City of Columbia ranked 7th
- \* Fatal Alcohol Involved Traffic Crashes - Boone County ranked 9th / City of Columbia ranked 3rd

In 2016, the Boone County Sheriff's Department made at least 134 arrests for DWI. In 2016, Boone County experienced six fatal drinking-involved motor vehicle crashes (7 total deaths), 53 personal injury drinking-involved crashes, and 71 property damage drinking-involved crashes. Unfortunately, this was an increase in the number of fatal drinking-involved motor vehicle crashes and the number of personal injury drinking-involved crashes when compared to 2015. During 2015, Boone County experienced three fatal drinking-involved motor vehicle crashes (4 total deaths), 45 personal injury drinking-involved crashes, and 85 property damage drinking-involved crashes. Impaired driving continues to be a serious problem in Boone County.

## GOALS/OBJECTIVES

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Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 283  
(246 in 2013, 204 in 2014)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

A goal of the Boone County Sheriff's Department is to continue utilizing DWI saturation enforcement patrols and sobriety checkpoints throughout the year to combat impaired driving in support of the state goal of decreasing impaired driving fatalities. During the 2017-2018 grant year, the Boone County Sheriff's Department plans to conduct and/or assist other agencies with at least 6 sobriety checkpoints and at least 6 DWI saturation patrols. By working alongside other law enforcement agencies within Boone County, we hope to see continued reduction in impaired driving crashes in 2017 and 2018.

## PROJECT DESCRIPTION

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Project Description information is captured in the supplemental section.

The Boone County Sheriff's Department plans to continue using our sobriety checkpoints and DWI saturation enforcement patrols to combat impaired driving. If approved, this grant will fund the overtime and fringe benefit costs of those working overtime conducting these sobriety checkpoints and DWI saturation enforcement patrols.

Even though the number of drinking-involved traffic crashes in Boone County continued to decline in 2016, Boone County is still one of the top ranking counties in the state for drinking-involved traffic crashes and we also experienced an increase in drinking-involved fatal crashes in 2016.

We believe our enforcement efforts are making a difference in drinking-involved crashes and we plan to continue these efforts to see a continued reduction in these crashes involving impaired drivers. During the 2017-2018 grant year, the Boone County Sheriff's Department plans to conduct and/or assist other agencies with at least 6 sobriety checkpoints and conduct numerous DWI saturation patrols. These DWI saturation patrols will involve one or more deputies coming in on overtime to focus identifying, stopping, and removing impaired drivers from the roadways.

**SUPPLEMENTAL INFORMATION**

---

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
<p>Staffing at the Boone County Sheriff's Department has been an issue over the last couple of years; however, I am told that it looks promising that our staffing will increase this year. Throughout 2016 our enforcement division had several vacant positions (at times 6 or more enforcement vacancies). Those created hardship since we only have about 42 enforcement personnel who wear a uniform daily. We were unable to fully staff the Traffic Unit and it was harder to staff overtime projects. We currently have two deputies in field training and plan to hire more soon. With an increase in staffing, we should be in a better position to fully expend the funds requested in this application.</p>	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
<p>Unfortunately, we didn't see any significant personnel changes within our agency in the last year that would affect performance. Increase in staffing would have helped our performance in overtime enforcement activities, but we remained low staffed throughout 2016.</p>	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

In Fiscal Year 2016, we were awarded \$20,520 for Sobriety Checkpoints and DWI Saturation Patrols. We spent \$16,830.33 of that money. In Fiscal Year 2015, we were awarded \$25,180 for Sobriety Checkpoints and DWI Saturation Patrols, but we only spent \$9,520.83 of that money. Finally, in Fiscal Year 2014, we were awarded \$25,160 for Sobriety Checkpoints and DWI Saturation Patrols, but we only spent \$7,540.15 of that money. We can only attribute the unexpended funds to staffing issues, the fact we over-budgeted for the planned enforcement activities, and to the fact we worked more multi-jurisdictional checkpoints. Multi-jurisdictional checkpoints typically reduce the number of personnel we must provide.

In this grant application for Fiscal year 2018 we have budgeted much more conservatively. We are only asking for \$15,840 for personnel costs. We anticipate being better staffed in Fiscal Year 2018, which will lead to more personnel costs associated with overtime under this grant.

15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? No

16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.**

18 Total number of DWI violations written by your agency. 134

19 Total number of speeding violations written by your agency. 797

20 Total number of HVM violations written by your agency. 1138

21 Total number of child safety/booster seat violations written by your agency. 44

22 Total number of safety belt violations written by your agency. 196

23 Total number of sobriety checkpoints hosted. 5

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

24 Total number of traffic crashes. 6940

25 Total number of traffic crashes resulting in a fatality. 53

26 Total number of traffic crashes resulting in a serious injury. 282

27 Total number of speed-related traffic crashes. 1237

28 Total number of speed-related traffic crashes resulting in a fatality. 16

29 Total number of speed-related traffic crashes resulting in a serious injury. 406

30 Total number of alcohol-related traffic crashes. 426

31 Total number of alcohol-related traffic crashes resulting in a fatality.	13
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	151
33 Total number of unbuckled fatalities.	16
34 Total number of unbuckled serious injuries.	49

**Enter your agency's information below.**

35 Total number of commissioned law enforcement officers.	73
36 Total number of commissioned patrol and traffic officers.	36
37 Total number of commissioned law enforcement officers available for overtime enforcement.	43
38 Total number of vehicles available for enforcement.	45
39 Total number of radars/lasers.	46
40 Total number of in-car video cameras.	48
41 Total number of PBTs.	35
42 Total number of Breath Instruments.	4

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.

The primary enforcement locations will be roadways within Boone County that are high traffic volume areas , in areas suspected/known for impaired driving offenses , or in areas with a high crash frequency.

Drinking involved traffic crashes have been occurring all around Boone County . From 2013 through 2015, 51.8% of the drinking involved traffic crashes in Boone County occurred on city streets and county roads .

Boone County Sheriff's Department DWI saturation enforcement patrols will be strongly focused on major thoroughfares in and around the city of Columbia, on county roads, and on state roadways around Boone County. Some of the roadways our unit will patrol will include Highway 63 (8.0% of the drinking involved traffic crashes), Interstate 70 (6.7% of the drinking involved traffic crashes), Missouri 763 (5.2% of the drinking involved crashes), Missouri 163 (4.8% of the drinking involved traffic crashes), Missouri 740 (2.6% of the drinking involved crashes), Route B (2.6% of the drinking involved crashes), and other roadways with higher frequencies of drinking involved traffic crashes.

We may conduct sobriety checkpoints on any of the roadways named above , but most of our sobriety checkpoints will be conducted on their intersecting roadways or other roadways in areas known or suspected to be used by impaired drivers.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

According to the statistics from 2013-2015, the frequency of drinking involved crashes within Boone County ranged from 30 to 51 in any given month; therefore, the Boone County Sheriff's Department will conduct our enforcement year-round (October - September).

2013-2015 Drinking Involved Traffic Crashes by month in Boone County:

January - 44  
February - 35  
March - 41  
April - 33  
May - 48  
June - 30  
July - 36  
August - 32  
September - 34  
October - 51  
November - 37  
December - 36

46 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2013 – 2015, drinking involved crashes within Boone County are likely to occur Sunday through Saturday, so our Full-Time DWI/Traffic Unit will be conducting enforcement on all 7 days of the week. Enforcement will usually not be performed Sundays after 5:00 A.M. and the units will often be scheduled for leave days on Sunday and Monday nights.

2013-2015 drinking involved traffic crashes by day of week in Boone County:

Sunday - 79  
Monday - 38  
Tuesday - 43  
Wednesday - 49  
Thursday - 64  
Friday - 81  
Saturday - 99  
Unknown - 4

47 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2013 – 2015, drinking involved crashes within Boone County are likely to occur Sunday through Saturday; however, the frequency of these drinking-involved crashes increase Thursday through Sunday. The Boone County Sheriff's Department understands that a good number of the drinking involved crashes on Thursdays and Sundays occur in the early morning hours. Most of the sobriety checkpoints and DWI saturation patrols will be conducted Wednesday, Thursday, Friday, or Saturday nights, although we may occasionally conduct this enforcement on other days of the week.

2013-2015 drinking involved traffic crashes by day of week in Boone County:

Sunday - 79  
Monday - 38  
Tuesday - 43  
Wednesday - 49  
Thursday - 64  
Friday - 81  
Saturday - 99  
Unknown - 4

48 Enter the number of officers assigned during the enforcement period.

4

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

## PROJECT EVALUATION

---

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

## ADDITIONAL FUNDING SOURCES

---

Boone County Sheriff's Department Cyber Crimes Task Force State Cyber Crime Grant (SCCG) - 2017-SCCG-001 executed 08/01/2016, project dates 06/01/2016 - 05/31/2017, awarded \$132,167.07

MO Internet Crimes Against Children Task Force Grant -2014-MC-FX-K043, Awarded \$10,000 for equipment and/or training, 11/04/2016 - 06/30/2017

Youth Community Coalition of Columbia STOP ACT Grant - Alcohol Compliance/Enforcement - BCSD Awarded \$6,000, 10/01/2016 - 09/30/2017.

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Edward Byrne Memorial Justice Assistance Grant: 2015-DJ-BX-0784 (JAG) - BCSD Awarded \$15,255.60 - 10/1/2014-9/30/2018

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	Overtime and Fringe for Deputies working Sobriety Checkpoints and DWI Saturation Patrols	312	\$39.00	\$12,168.00	\$0.00	\$12,168.00
	Overtime and Fringe	Overtime and Fringe for custody staff working Sobriety Checkpoints and DWI Saturation Patrols and to reimburse costs for Communications Operators/Dispatchers	108	\$34.00	\$3,672.00	\$0.00	\$3,672.00
					\$15,840.00	\$0.00	\$15,840.00
<b>Training</b>							
	Professional Development	2016-2017 Costs associated with the Central Regional Coordinator, of the SFST/DRE Advisory Board, attending the National DRE Conference.	1	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
					\$2,500.00	\$0.00	\$2,500.00
<b>Total Contract</b>					<b>\$18,340.00</b>	<b>\$0.00</b>	<b>\$18,340.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2015_OMB_Circular_A-133.pdf	02/16/2017



Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## COUNTY AUTHORIZATION

On February 23, 2017 the County Commission of Boone  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
County Commissioner

  
County Commissioner

  
Presiding Commissioner



**Traffic and Highway Safety Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2017 through September 30, 2018**

Traffic and Highway Safety Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2017)

<b>Agency:</b>	Boone County Sheriff's Dept.	<b>Agency ORI#:</b>	MO0100000
<b>Address:</b>	2121 County Dr.	<b>Federal Tax ID#:</b>	436000349
		<b>DUNS #:</b>	182739177
<b>City:</b>	Columbia	<b>State:</b>	MO
		<b>Zip:</b>	65202-9064
		<b>County:</b>	Boone
<b>Phone:</b>	573-875-1111	<b>Fax:</b>	573-874-8953
<b>Contact:</b>	Sgt. Brian Leer	<b>Email:</b>	bleer@boonecountymo.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	129,098
<b>Targeted Population:</b>	Impaired Drivers		

**Project activity for which your agency is requesting funding:**

DWI Enforcement

<b>Project Title:</b>	Full-Time DWI / Traffic Unit	<b>Requested Amount:</b>	\$70,851.82
<b>Brief Description:</b>	Partial Funding : 2 Full-Time Deputies		

\_\_\_\_\_  
Dwayne Carey  
Authorizing Official

  
\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Authorizing Official Title

## PROBLEM IDENTIFICATION

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Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.6% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

In the past three years (2014-2016) there have been 6,940 reported crashes (total number investigated by all agencies) in Boone County. Of those 6,940 crashes, 426 were Drinking-Involved crashes and 487 were Drinking and/or Drug Involved crashes. Of the 426 Drinking-Involved crashes, 151 of the crashes involved injury to a total of 202 persons, and 13 involved the death of a total of 17 persons. Of the 491 Drinking and/or Drug Involved crashes, 170 of the crashes involved injury to a total of 223 persons, and 12 involved the death of a total of 15 persons.

Boone County and the City of Columbia, which is the county seat of Boone County, consistently have problems with Drinking-Involved crashes. Below are some of the rankings (2013-2015), which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it comes to drinking-involved crashes.

\* Alcohol Involved Traffic Crashes - Boone County ranked 7th / City of Columbia ranked 6th

\* Disabling Alcohol Involved Traffic Crashes - Boone County ranked 6th / City of Columbia ranked 7th

\* Fatal Alcohol Involved Traffic Crashes - Boone County ranked 9th / City of Columbia ranked 3rd

In 2016, the Boone County Sheriff's Department made at least 134 arrests for DWI. In 2016, Boone County experienced six fatal drinking-involved motor vehicle crashes (7 total deaths), 53 personal injury drinking-involved crashes, and 71 property damage drinking-involved crashes. Unfortunately, this was an increase in the number of fatal drinking-involved motor vehicle crashes and the number of personal injury drinking-involved crashes when compared to 2015. During 2015, Boone County experienced three fatal drinking-involved motor vehicle crashes (4 total deaths), 45 personal injury drinking-involved crashes, and 85 property damage drinking-involved crashes. Impaired driving continues to be a serious problem in Boone County.

## GOALS/OBJECTIVES

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Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 283  
(246 in 2013, 204 in 2014)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

The goal of the Boone County Sheriff's Department is to continue our commitment to combating impaired driving and support the state goal of decreasing impaired driving fatalities annually. During the 2017-2018 grant year, we plan to continue to utilize our Full-Time DWI / Traffic Unit to assist in addressing impaired driving on a regular nightly basis, in addition to conducting DWI saturation patrols and sobriety checkpoints throughout the grant year. Another goal is to fill our currently vacant Full-Time DWI Enforcement position. This will allow us to have two active Full-Time DWI Enforcement Deputies once again

An objective is for our Full-Time DWI / Traffic Unit to maintain a high profile, which includes continued press releases and highly visible patrol activities.

## PROJECT DESCRIPTION

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Project Description information is captured in the supplemental section.

The Boone County Sheriff's Department plans to continue using our Full-Time DWI / Traffic Unit personnel to combat impaired driving. If approved, this grant will assist in funding the salary and benefit costs of the two members of the Traffic Unit who will be tasked with conducting DWI enforcement. Currently, we have one of the two positions vacant; however, we hope to fill that position in 2017.

Boone County continues to be one of the top ranking counties in the state for drinking-involved traffic crashes. We believe our enforcement efforts make a difference in drinking-involved crashes and we plan to continue these efforts to address the crashes involving impaired drivers

As described in the supplemental section, these units will primarily work evening, night, and early morning hours (between 6:00 pm and 5:00 am) throughout each week. They will be assigned as Traffic Enforcement Deputies and primarily tasked with focusing on arresting impaired drivers throughout Boone County. They will work high traffic areas, problem roadways (like U.S. 63, Interstate 70, MO 163, etc.), and other roadways around Boone County.

**SUPPLEMENTAL INFORMATION**

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**Question**

**Answer**

**You must answer the following questions.**

- |  |     |
|--|-----|
| 1 Does your agency have and enforce an internal safety belt policy for all personnel?  | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving?   | Yes |
| 3 Does your agency report racial profiling data annually?  | Yes |
| 4 Does your agency report to STARS?  | Yes |
| 5 Does your agency report UCR information annually?  | Yes |
| 6 Please explain any NO answer(s) to questions 1-5:  |     |
| 7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No  |
| 8 Does your agency have adequate manpower to fully expend the funds requested in this application?   | Yes |

9 If NO, please explain.

Staffing at the Boone County Sheriff's Department has been an issue over the last couple of years; however, I am told that it looks promising that our staffing will increase this year. Currently, we only have one of the partially grant funded Full-Time DWI / Traffic Unit positions filled. If staffing levels increase as anticipated, we should be able to fill the vacant partially grant funded Full-Time DWI / Traffic Unit position by the beginning of the 2017-2018 grant year.

- |  |    |
|--|----|
| 10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | No |
|--|----|

11 If YES, please explain.

Unfortunately, there were no significant changes affecting performance within the last year related to the partially grant funded Full-Time DWI / Traffic Unit positions. The position that is currently vacated was vacated in late 2015 and we have been unable to fill the position because of staffing levels, which should improve in 2017.

- |  |    |
|--|----|
| 12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
|--|----|

13 If YES, please explain.

- 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.

We have experienced a substantial unexpended balance with our Full-Time DWI / Traffic Unit grant. As discussed above, our staffing levels have been low the last couple of years and we have had a vacant Full-Time DWI / Traffic Unit position for much of 2015 and 2016. We have been awarded money to partially fund two positions and have desired to staff both positions; however, we were only able to staff one of those positions full-time.

- |   |    |
|---|----|
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?  | No |
| 16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?  | No |
| 17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs). |    |

**Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.**

- |   |      |
|---|------|
| 18 Total number of DWI violations written by your agency.                       | 134  |
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| 21 Total number of child safety/booster seat violations written by your agency. | 44   |
| 22 Total number of safety belt violations written by your agency.               | 196  |
| 23 Total number of sobriety checkpoints hosted.                                 | 5    |

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

- |   |      |
|---|------|
| 24 Total number of traffic crashes.   | 6940 |
| 25 Total number of traffic crashes resulting in a fatality.                       | 53   |
| 26 Total number of traffic crashes resulting in a serious injury.                 | 282  |
| 27 Total number of speed-related traffic crashes.                                 | 1237 |
| 28 Total number of speed-related traffic crashes resulting in a fatality.         | 16   |
| 29 Total number of speed-related traffic crashes resulting in a serious injury.   | 406  |
| 30 Total number of alcohol-related traffic crashes.                               | 426  |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality.       | 13   |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 151  |
| 33 Total number of unbuckled fatalities.  | 16   |
| 34 Total number of unbuckled serious injuries.                                    | 49   |

**Enter your agency's information below.**

35 Total number of commissioned law enforcement officers.	73
36 Total number of commissioned patrol and traffic officers.	36
37 Total number of commissioned law enforcement officers available for overtime enforcement.	43
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40 Total number of in-car video cameras.	48
41 Total number of PBTs.	35
42 Total number of Breath Instruments.	4

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.

Drinking involved traffic crashes have been occurring all around Boone County . From 2013 through 2015, 51.8% of the drinking involved traffic crashes in Boone County occurred on city streets and county roads . Our enforcement will be strongly focused on major thoroughfares in and around the city of Columbia, on county roads, and on state roadways around Boone County. Some of the roadways our unit will patrol will include Highway 63 (8.0% of the drinking involved traffic crashes), Interstate 70 (6.7% of the drinking involved traffic crashes), Missouri 763 (5.2% of the drinking involved crashes), Missouri 163 (4.8% of the drinking involved traffic crashes), Missouri 740 (2.6% of the drinking involved crashes), Route B (2.6% of the drinking involved crashes), and other roadways with higher frequencies of drinking involved traffic crashes .

44 Enter the number of enforcement periods your agency will conduct each month. 23

45 Enter the months in which enforcement will be conducted.

According to the statistics from 2013-2015, the frequency of drinking involved crashes within Boone County ranged from 30 to 51 in any given month; therefore, the Boone County Sheriff's Department will conduct our enforcement year-round (October - September).

2013-2015 Drinking Involved Traffic Crashes by month in Boone County:

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- May - 48
- June - 30
- July - 36
- August - 32
- September - 34
- October - 51
- November - 37
- December - 36

46 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2013 – 2015, drinking involved crashes within Boone County are likely to occur Sunday through Saturday, so our Full-Time DWI/Traffic Unit will be conducting enforcement on all 7 days of the week. Enforcement will usually not be performed Sundays after 5:00 A.M. and the units will often be scheduled for leave days on Sunday and Monday nights.

2013-2015 drinking involved traffic crashes by day of week in Boone County:

Sunday - 79  
Monday - 38  
Tuesday - 43  
Wednesday - 49  
Thursday - 64  
Friday - 81  
Saturday – 99  
Unknown - 4

47 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2013-2015, 82.2% of the drinking involved crashes within Boone County occurred between the hours of 5:00 P.M. and 5:00 A.M. and 57.9% of the drinking involved crashes within Boone County occurred between the hours of 9:00 P.M. and 4:00 A.M. The enforcement efforts of the Boone County Sheriff's Department's Full-Time DWI/Traffic Unit grant positions will primarily be focused on hours falling between 5:00 P.M. and 5:00 A.M.

48 Enter the number of officers assigned during the enforcement period.

2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

## PROJECT EVALUATION

---

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
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4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
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7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

## ADDITIONAL FUNDING SOURCES

---

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Edward Byrne Memorial Justice Assistance Grant: 2016-DJ-BX-0842 (JAG) - BCSD Awarded \$14,470.00 - 10-1-2015-9-30-2019

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Salary and Fringe	Salary and Fringe for Two Full-Time DWI/Traffic Enforcement Deputies	1	\$135,703.64	\$135,703.64	\$67,851.82	\$67,851.82
					\$135,703.64	\$67,851.82	\$67,851.82
<b>Training</b>							
	Professional Development	2017-2018 costs associated with training and conferences for all members of the BCSD Traffic Unit (Examples would include such things as LETSAC Conference, DWI Conferences, Impaired Driving Training, Crash Investigation Training, LifeSavers, etc.)	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
					\$3,000.00	\$0.00	\$3,000.00
<b>Total Contract</b>					\$138,703.64	\$67,851.82	\$70,851.82

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2015_OMB_Circular_A-133.pdf	02/20/2017

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

February Session of the January Adjourned

Term. 20 17

In the County Commission of said county, on the

23rd

day of

February

20

17

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

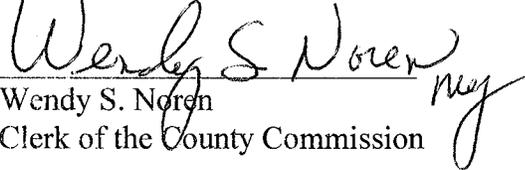
Now on this day the County Commission of the County of Boone does hereby approve the attached 2017 Annual Consultant Service Agreements for Professional Services with:

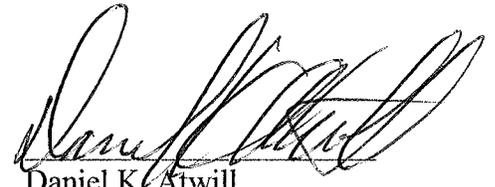
- CBB
- CM Engineering
- Howe Company, LLC
- Poepping, Stone, Bach & Associates, Inc.
- PW Architects, Inc.
- Terracon Consultants, Inc.
- Trekk Design Group, LLC

The terms of the Agreements are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said General Consultant Services Agreements.

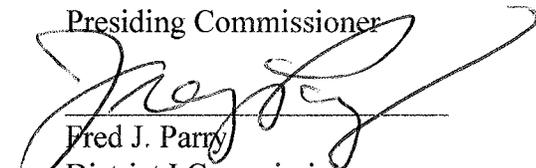
Done this 23rd day of February, 2017.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 23<sup>rd</sup> day of February 2017, 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 TREKK Design Group, LLC (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. 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

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

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

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.

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.

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

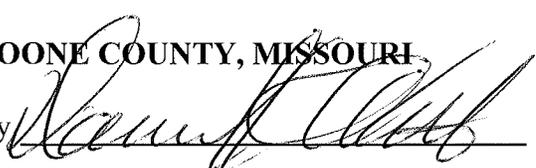
**TREKK DESIGN GROUP, LLC**

By   
\_\_\_\_\_ Kimberly Robinett

Title Managing Partner

Dated: 1/26/17

**BOONE COUNTY, MISSOURI**

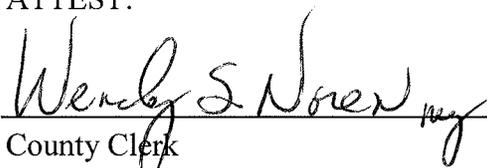
By   
\_\_\_\_\_ Presiding Commissioner

Dated: 2-23-17

APPROVED AS TO FORM:

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

ATTEST:

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

APPROVED:

  
\_\_\_\_\_ Director, Boone County Resource Management





**TREKK Design Group, LLC**  
**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	X
Construction Management	X
Electrical Engineering	X
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	
Structural Engineering	
Surveying	X
Traffic	X
Transportation	X
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	X
Environmental	
Forensic	
GIS	X
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	X



**2017 Compensation for Professional Engineering Services<sup>1</sup>**  
**TREKK Design Group, LLC (TREKK)**

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

- I. For Engineering Services, Plan Review, Surveying, Construction Inspection, and Meetings, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses, in accordance with Section III below, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

**III. Hourly Pay Rates and Expenses:**

Project Principal .....	\$60.00/hr - \$80.00/hr
Division Lead .....	\$40.00/hr - \$75.00/hr
Project Manager .....	\$33.00/hr - \$75.00/hr
Quality Manager .....	\$33.00/hr - \$60.00/hr
Assistant Project Manager .....	\$33.00/hr - \$70.00/hr
Project Coordinator .....	\$25.00/hr - \$45.00/hr
Industry Specialist .....	\$40.00/hr - \$65.00/hr
Asset Manager .....	\$38.00/hr - \$65.00/hr
Senior Professional Engineer .....	\$45.00/hr - \$70.00/hr
Professional Engineer .....	\$33.00/hr - \$55.00/hr
Project Engineer I .....	\$33.00/hr - \$47.00/hr
Project Engineer II .....	\$27.00/hr - \$39.00/hr
Staff Engineer .....	\$23.00/hr - \$30.00/hr
Project Designer .....	\$30.00/hr - \$39.00/hr
CADD Technician I .....	\$23.00/hr - \$33.00/hr
CADD Technician II .....	\$15.00/hr - \$25.00/hr
Office Technician I .....	\$25.00/hr - \$33.00/hr
Office Technician II .....	\$18.00/hr - \$27.00/hr
Office Technician III .....	\$15.00/hr - \$22.00/hr
Senior Administrator .....	\$25.00/hr - \$45.00/hr
Administrator .....	\$15.00/hr - \$25.00/hr
Field Operations Manager .....	\$30.00/hr - \$50.00/hr
Field Manager .....	\$26.00/hr - \$40.00/hr
Field Technician I .....	\$21.00/hr - \$30.00/hr
Field Technician II .....	\$16.00/hr - \$25.00/hr
Field Technician III .....	\$13.00/hr - \$20.00/hr
GIS Analyst I .....	\$25.00/hr - \$40.00/hr
GIS Analyst II .....	\$18.00/hr - \$25.00/hr
Construction Observation Manager .....	\$34.00/hr - \$39.00/hr
Senior Construction Observer .....	\$23.00/hr - \$35.00/hr
Construction Observer .....	\$15.00/hr - \$30.00/hr
Survey Manager (PLS) .....	\$34.00/hr - \$45.00/hr
Professional Land Surveyor (PLS) .....	\$30.00/hr - \$39.00/hr
Survey Party Chief .....	\$21.00/hr - \$35.00/hr
Utility Locator .....	\$20.00/hr - \$35.00/hr
Survey Crew .....	\$48.50/hr
Field Crew .....	\$42.00/hr
Mileage .....	\$00.54/mi
Color Photocopies .....	\$00.25/each
Black-and-White Photocopies .....	\$00.12/each
Out-of-Pocket Expenses, Supplies Reproductions, etc .....	Cost

**Note 1: The above hourly rates and unit prices are good through December 31, 2017.**

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 23<sup>rd</sup> day of February, 2017, 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 Terracon Consultants, 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. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. 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

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

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

(B)  
RS

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.

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.

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

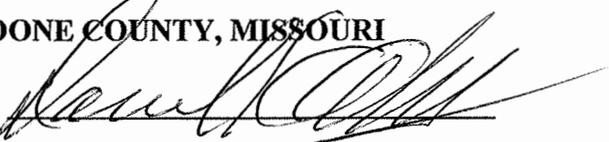
TERRACON CONSULTANTS, INC.

By 

Title Office Manager

Dated: 1/27/17

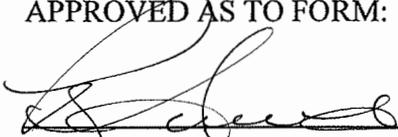
BOONE COUNTY, MISSOURI

By 

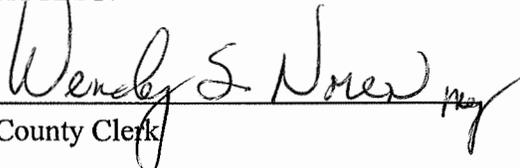
Presiding Commissioner

Dated: 2-23-17

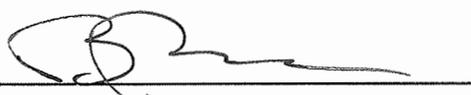
APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management

**Terracon**  
January 2017

**Schedule of Services and Fees  
Geotechnical, Construction Materials,  
Environmental, and Facilities Services**

**I. PERSONNEL**

Senior Principal .....	\$185.00/hour
Principal .....	175.00/hour
Senior Project Engineer.....	175.00/hour
Senior Project Scientist.....	155.00/hour
Senior Project Professional.....	155.00/hour
Senior Project Geologist.....	155.00/hour
Senior Project Manager II .....	155.00/hour
Senior Project Manager I.....	125.00/hour
Project Engineer II .....	135.00/hour
Project Geologist II .....	120.00/hour
Project Professional II.....	110.00/hour
Project Scientist II.....	110.00/hour
Project Engineer I.....	120.00/hour
Project Geologist I .....	110.00/hour
Project Professional I.....	93.00/hour
Project Scientist I.....	93.00/hour
Project Manager .....	100.00/hour
Field Project Manager.....	88.00/hour
Senior Staff Engineer.....	110.00/hour
Senior Staff Geologist.....	93.00/hour
Senior Staff Scientist .....	87.00/hour
Senior Staff Professional .....	87.00/hour
Staff Engineer .....	93.00/hour
Staff Geologist.....	87.00/hour
Staff Scientist .....	80.00/hour
Staff Professional.....	80.00/hour
Field Engineer .....	87.00/hour
Field Geologist.....	80.00/hour
Field Professional .....	72.00/hour
Field Scientist .....	72.00/hour
Technician V (4 hour minimum) .....	72.00/hour*
Technician IV (4 hours minimum).....	70.00/hour*
Technician III (4 hours minimum) .....	61.00/hour*
Monthly rate of 160 hours or more per month .....	57.00/hour*
Technician II (4 hours minimum) .....	51.00/hour*
Monthly rate of 160 hours or more per month .....	48.00/hour*
Technician I (4 hours minimum) .....	44.00/hour*
Monthly rate of 160 hours or more per month .....	42.00/hour*
Drafts Person/Cad Operator .....	68.00/hour
Clerical/Administrative Staff .....	51.00/hour

\* An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays.

NOTE: Deposition or court testimony at a minimum of 1.75 times regular rate - minimum of \$175.00/hour

**II. EXPENSES AND SUPPLIES**

Vehicle Charge (local area, within 25 miles of office) .....	89.00/day
Vehicle Charge (local area, within 25 miles of office, less than 4 hours) .....	59.00/1/2 day
Vehicle Charge (outside local area) .....	0. 63/mile
Per Diem, Lodging and Food .....	Minimum of 120.00/day
Miscellaneous charges, including analytical laboratory tests, shipping charges, rental equipment, outside labor, public transportation, materials, permit fees or other contracted services .....	Cost + 20%

**III. DRILLING**

Location and elevation of borings, two-person crew.....	140.00/hour
Logging and Stratification of Boring Logs.....	90.00/hour
Mobilization of equipment and personnel – Truck Drill .... (3.40/mile each way) \$340.00/minimum	
All-Terrain or Track-mounted Drill ..... (4.40/mile each way)	465.00/minimum
Support Vehicle .....	90.00/day
Additional charge for sloping, soft ground, or swampy sites where an ATV.....	400.00/day
(non-truck-mounted) drill rig is required.....	1500.00/week

Auger Drill Rig

Auger drilling without undisturbed sampling .....	9.75/foot
For disturbed samples	
0 - 40 pulling augers .....	30.00/sample
40 - 80 pulling augers .....	40.00/sample

Soil sampling using either split-barrel or Shelby tube sampler at 5-foot intervals in soil.

Depth-Feet

0 - 20 .....	13.75/foot
20 - 40 .....	15.00/foot
40 - 60 .....	17.00/foot
60 - 80 .....	20.00/foot
80 – 100.....	22.50/foot

    Additional charge for drilling in weathered shale or sandstone .....

    7.00/foot

    Additional charge for Hollow Stem Augers (if required)

    0 - 40 .....

    4.00/foot

    40 - 80 .....

    5.00/foot

Rotary Drill Rig

Soil sampling using either split-barrel sampler or Shelby tube sampler at 5-foot intervals in soil.

Depth-Feet

    0 - 20 .....

    15.00/foot

    20 - 40 .....

    17.00/foot

    40 - 80 .....

    20.50/foot

    (harder than Qu=5 TSF or 50 blows/ft.) .....

    25.00/foot

    80 - 120.....

    27.50/foot

    (harder than Qu=5 TSF or 50 blows/ft.).....

    32.50/foot

Additional charge for casing or drilling mud, where required.

Depth Feet

    0 - 40 (Mud or NX Casing) .....

    3.75/foot

    (4" Casing) .....

    5.50/foot

    40 - 80 (Mud or NX Casing) .....

    5.25/foot

    (4" Casing) .....

    7.00/foot

    80 - 120 (Mud or NX Casing) .....

    6.00/foot

    (4" Casing) .....

    8.50/foot

**III. DRILLING (continued)**

Drilling with organic fluids (additional) ..... quote on request  
 Hot water for wash boring when temperature is below 20° F ..... Cost + 20%

Additional thin wall or split-spoon samples

Depth Feet  
 0 - 20 ..... 25.00/sample  
 20 - 40 ..... 30.00/sample  
 40 - 60 ..... 35.00/sample  
 60 - 80 ..... 50.00/sample  
 80 - 120 ..... 60.00/sample

Drilling and sampling in strata containing primarily broken bedrock, boulders, cobbles, slag or fill containing large percentages of concrete and/or steel, plus any material where standard penetrating resistance exceeds 100/6".

Depth-Feet  
 0 - 20 ..... \$27.00/foot  
 20 - 40 ..... 29.00/foot  
 40 - 80 ..... 35.00/foot  
 80 - 120 ..... 40.00/foot

Rock Coring Set Up ..... 100.00/boring  
 NX Coring (5' minimum) 0 - 40 feet ..... 43.00/foot  
 + 40 feet ..... 45.00/foot  
 4 inch coring ..... quote on request  
 Wire Line coring ..... quote on request  
 Rock Bit Drilling ..... 32.00/foot

Hourly charge for field personnel and drilling equipment  
 Drilling w/truck-mount rig with two persons ..... 195.00/hour  
 (Overtime) 220.00/hour

Drilling w/track-mount & ATV rig with two persons ..... 210.00/hour  
 (Overtime) 235.00/hour

Cost of special equipment for moving drilling equipment ..... Cost + 20%  
 about the site or for permits

Setup time per boring or for client delay/stand-by time  
 Truck-mount ..... 175.00/hour  
 Track-mount & ATV ..... 200.00/hour

Well point installation in drilled borehole, installing plastic plus  
 perforated pipe (3" max size) does not include drilling hole ..... 250.00/hole  
 Additional charge for surface protector pipe, cap, and pad ..... Min. of 9.00/foot  
 Min. of 300.00

Plugging borehole with bentonite chips (max. 8" diameter) ..... 6.50/foot

NOTE: a. Higher price for shallow holes or when there is a risk of losing or breaking augers.  
 b. Environmental projects may have surcharge if hazardous site conditions.  
 c. Rock bit and diamond bit wear will be charged at cost for hourly drilling and where hard or fractured rock results in excessive bit wear. All prices are for NX and BX size only.  
 d. Wash boring and casing prices apply when washing through hollow stem augers.

**IV. INSITU TESTING (Cone Penetration, Dilatometer and Vane Shear Testing)**

Mobilization  
 25-ton Truck Rig ..... 250.00 plus 2.00/mile  
 ATV, Marine, Rail car, Skid or Marsh Buggy ..... Priced On Request

**IV. INSITU TESTING (Cone Penetration, Dilatometer and Vane Shear Testing) (Continued)**

Location and elevation of test locations	
GPS Lat/Long coordinates (1 to 3M accuracy) .....	25.00/location
Conventional layout and elevations, Two-person crew .....	150.00/hour
Set-up Fee .....	75.00 per location
Hourly charge for operator and equipment* .....	150.00/hour

\*Note: Standby for client delay or difficult access greater than ½ hour per test location

Electronic Cone Penetration Testing (CPT)	
CPTU (with pore pressure).....	9.00/foot
CPT (without Pore pressure).....	8.00/foot
Seismic Tests at 1 meter intervals .....	30.00/test
Pore pressure dissipation testing .....	150.00/hour

In-Situ Vane Shear Testing (VST-direct push, 3" x 6" vane) ..... 2.00/ft depth + 75.00/test

Dilatometer Testing (DMT) tests at 1-foot intervals..... 12.50/foot

Pushed 1.5" diameter PVC liner soil sample, 5ft length ..... 2.00/ft depth + 100.00/sample

Data Reduction

CPT sounding .....	75.00 each
DMT sounding.....	100.00 each
VST test.....	25.00/test

**V. GEOPROBE SYSTEM**

Mobilization .....	400.00 plus 0.75/mile
Unit Rental (Does not include personnel time).....	(portal to portal)
Geoprobe Sampling only.....	850.00/day
Geoprobe® with On-site Gas Chromatography Analysis .....	quote upon request
Consumable Geoprobe® Supplies.....	Cost + 20%
Standby/Client Delay Time - truck and operator.....	150.00/hour

**VI. GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL (Personnel time not included)**

Nuclear Density and Moisture Measuring Equipment .....	\$8.75/test
	60.00/day
	185.00/week
Cross Hole Sonic Logging Equipment .....	quote on request
Seismic Equipment .....	quote on request
Vibration Seismograph .....	175.00/day
Electrical Resistivity Equipment .....	125.00/day
Pressuremeter, Dutch Cone, Bore Hole Shear Equipment.....	300.00/day
Additional Pressuremeter Membranes or End Caps .....	200.00/each
Vane Shear Equipment.....	150.00/day
Inclinometer .....	140.00/day
	400.00/week

**VI. GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL (Personnel time not included)**  
**(Continued)**

Inclinometer Casing .....	Cost + 20%
Instrumentation Equipment - Stress Strain	
Gauge .....	75.00/week
Dial Indicators .....	20.00/week
Jack - 30 Ton .....	150.00/week
Moisture meter (for moisture in wood, insulation, drywall).....	30.00/day
James R-Meter (for size and location of reinforcing steel).....	50.00/day
Profometer .....	110.00/day
Ferrosan.....	200.00/day
Floor Flatness Equipment (Dipstick) .....	150.00/day
.....	500.00/week
Maturity Meter .....	70.00/day
Probes .....	35.00/each
Brass 2 inch Cube Mold .....	9.00/day
.....	35.00/week
Pulse Velocity .....	95.00/day
Windsor Probe .....	90.00/day
Set of Three Probes .....	50.00/set
Windsor Pin .....	90.00/day
.....	20.00/probe
Beam Mold .....	9.00/day
.....	30.00/week
Cleaning, Beam Mold .....	18.00/each
Global Positioning System .....	quote on request

**VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included)**

Development, Sampling and Test Equipment

Bailer (SS) .....	30.00/day
Bailer (disposable).....	25.00/each
Hand Pump (PVC).....	30.00/day
4" Electric Pump .....	110.00/day
Temperature, pH, conductivity meters.....	35.00/day
Bladder Pump 1.8" OD SS (with controller & compressor).....	175.00/day
Sediment Sampler .....	\$25.00/day
Electric Water Level Indicator .....	35.00/day
Data Acquisition Station w/ Transducer.....	125.00/day
Additional Transducers.....	65.00/day
Recorder, Multi-Channel Portable Sequential Water Sampler .....	60.00/day
or Flow meter/chart recorder	
Portable Sequential Water Sampler with Flow meter/chart recorder .....	110.00/day
2" Redi-Flow Pump.....	100.00/day
Overpack Drums.....	180.00/each
Laser Level .....	100.00/day

Monitoring Equipment

Toxic Gas Detector (Single Gas).....	40.00/day
Hydrocarbon/Water Interface Probe.....	65.00/day

**VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included) (Continued)**

Photoionization Detector.....	150.00/day
Ion Selective Meter.....	60.00/day
Metal/Cable Detector.....	50.00/day
Air Velocity Indicator (Anemometer).....	45.00/day
Air Sampling Pump, Personal.....	35.00/day
Air Sample Pump, Detector Tube.....	25.00/day
Sound Level Meter.....	60.00/day
Noise Dosimeter.....	55.00/day
Viable Microorganism Sampler/Pump.....	85.00/day
Carbon Monoxide Monitor (Single Gas).....	45.00/day
Indoor Air Quality Monitor (TSI).....	85.00/day
Oxygen/Combustible Gas/H2S Monitor.....	60.00/day
Carbon Dioxide Monitor (Single Gas).....	50.00/day
Dissolved Oxygen Meter.....	55.00/day
Turbidity Meter.....	45.00/day
Landfill Gas Monitor (CH4/CO2/O2, Infrared).....	125.00/day
Mercury Vapor Analyzer.....	150.00/day
Rescue/Retrieval Tripod and Winch.....	100.00/day
Manhole Ventilator.....	75.00/day
Detector Tubes, Colorimetric.....	Cost + 20%

Lead/Asbestos Equipment

XRF (Lead in Paint Analyzer).....	275.00/day
High Volume Sample Pump.....	40.00/day
Microscope (Phase Contrast).....	30.00/day

Cleaning Equipment

High pressure, hot water portable washer;.....	\$145.00/day
with Generator.....	185.00/day
High pressure, cold water portable washer;.....	85.00/day
with Generator.....	125.00/day
Station for Cleaning Fluid Collection.....	
250 Gallon capacity.....	35.00/day
Steam Cleaner.....	175.00/day
Generator.....	65.00/day
Cleaning Trailer (W/O fluid collection option).....	260.00/day
includes trailer, washer, generator, hoses	

Supplied Atmosphere - Respiratory Equipment

Positive Pressure Airline Respirator System (per person).....	quote on request
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**VIII. SOIL LABORATORY TESTING**

Identification

Atterberg Limits Determination (LL, PL).....	60.00/test
Atterberg Limits Determination (C.O.E. Method).....	120.00/test
Combined Analysis (Hydrometer and Sieve).....	105.00/test
Density Determination (Shelby tube sample).....	13.00/test
Density Determination (Irregular sample).....	35.00/test
Hydrometer Analysis.....	75.00/test
Organic Content (by heating).....	48.00/test

**VIII. SOIL LABORATORY TESTING (Continued)**

Shrinkage Limit Determination .....	65.00/test
Sieve Analysis (Unwashed) .....	62.00/test
Sieve Analysis (Washed over #200 sieve) .....	77.00/test
Specific Gravity Determination .....	70.00/test
Visual Engineering Classification .....	7.00/each
Moisture Content Determination .....	10.00/test
Soil Suction (ASTM, D-5298).....	35.00/test
Porosity .....	100.00/test
Pin Hole Dispersion .....	350.00/test
With Remolding of Sample.....	375.00/test
Sand Equivalent .....	110.00/test

**Consolidation**

Consolidation Test on 2-1/2 inch diameter Specimen	
Regular increasing Load Increment to 16 tsf .....	440.00/test
Test with Pressure-Void Ratio Curve (C.O.E. Method).....	550.00/test
Plotted Time Curves .....	70.00/each
Each additional Unloaded-Reload Cycle .....	\$110.00/cycle
Swell Test single pressure .....	120.00/test
Additional pressures .....	50.00/each
Swell Test (ASTM STP 479) .....	250.00/test

**Shear Strength**

Unconfined Compression	
Undisturbed Soil Sample .....	32.00/test
Undisturbed Soil Sample COE Method .....	40.00/test
With Stress-Strain Curve .....	55.00/each
With Stress-Strain Curve COE Method .....	70.00/each
Calibrated Hand Penetrometer or Torvane .....	5.00/each
Direct Shear FAST (cohesionless) .....	160.00/point
Direct Shear SLOW (cohesive) .....	250.00/point
Standard Sample Preparation .....	65.00/sample
Preparation on remolding for difficult samples .....	70.00/hour
Unconfined Compression on Cured Proctor Sample with Fly Ash .....	60.00/test

**Triaxial Compression**

	<u>Unconsolidated</u> <u>Undrained Triaxial</u>	<u>Consolidated</u> <u>Undrained Triaxial</u>	<u>Consolidated</u> <u>Drained Triaxial</u>
Total per Circle	\$ 185.00	\$ 440.00	quote on request

*Note: Test rates for 1.4 inch, 1.8 inch and 2.8 inch diameter samples. Rates for other diameter samples available upon request.*

*Consolidated Undrained Test includes pore pressure measurements.*

**Compaction and Density**

Laboratory CBR .....	315.00/test
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**VIII. SOIL LABORATORY TESTING (Continued)**

R-Value (ASTM D-2844) .....	365.00/each
Modified Proctor (ASTM D 1557) .....	170.00/test*
Modified Proctor (COE Method).....	180.00/test*
Relative Density (ASTM D 4253 & D 4254 wet or dry method) .....	275.00/each
Standard Proctor (ASTM D 698) .....	150.00/each*
Standard Proctor (COE Method).....	160.00/each*
Standard Proctor with Fly Ash (2 hour Delay) .....	200.00/each
Harvard Miniature .....	170.00/each
Field CBR .....	On Request
* Additional charge for Coarse Aggregate Correction .....	20.00/each

**Permeability**

Constant Head Permeability Test (ASTM D2434) .....	340.00/test
Falling Head Permeability Test (ASTM D5084) .....	270.00/test
Preparation of Remolded Samples .....	75.00/each

**Chemical Tests**

pH (by meter) .....	\$30.00/each
Electrical Conductivity by Miller box.....	175.00/each
Chloride Concentration .....	75.00/each
Soluble Sulfate .....	65.00/each
Cation Exchange Capacity of Soil .....	125.00/each

**IX. HEAVY WEIGHT DEFLECTOMETER - PAVEMENT EVALUATION**

Field Operations (does not include analysis or mobilization)	
HWD Unit & Operator (4 hour minimum) .....	475.00/hour
Mobilization and Traffic Control.....	Cost+20%

**X. ROOFING**

Services of Senior Roofing Technician.....	70.00/hour
Services of Roofing Technician .....	61.00/hour
Roof Sample Analysis – Quantitative	
Asphalt, No Gravel .....	Minimum 225.00/each
Asphalt, Gravel .....	Minimum 275.00/each
Coal Tar, Gravel .....	Minimum 34000/each

**XI. STRUCTURAL STEEL AND METALS**

AWS Certified Welding Inspector .....	80.00/hour
AWS Certified Associate Welding Inspector .....	70.00/hour
Ultrasonic Examination of Welds .....	75.00/hour
Ultrasonic Equipment and Consumables.....	100.00/day
Magnetic Particle or Dye Penetrant Examination .....	75.00/hour
Magnetic Particle or Dye Penetrant Materials.....	Cost + 20%
AWS or ASME Welder Qualifications .....	
Pipe .....	150.00/each
Plate .....	115.00/each*
Weld Procedure Qualification	

**XI. STRUCTURAL STEEL AND METALS (Continued)**

AWS .....	375.00/each*
ASME .....	400.00/each*
Tensile, Yield and Elongation Test .....	135.00each*

\* Excluding machining, sample preparation and base metal costs, if required.

**XII. AGGREGATES**

Sieve Analysis (ASTM C 136).....	75.00/each
Analysis of Material finer than #200 Sieve (ASTM C 117).....	47.00/each
Combined Coarse and Fine .....	90.00/each
Organic Impurities - Colorimetric (ASTM C 40).....	45.00/each
Lightweight Particles or Chert Analysis (ASTM C 123) :	
Fine.....	\$85.00/each
Coarse .....	145.00/each
Chert .....	145.00/each
Clay Lumps (ASTM C 142).....	60.00each
Soundness (ASTM C 88) (5 cycles).....	325.00/each
Large Size Aggregate.....	350.00/each
Abrasion (ASTM C 131).....	200.00/each
Large Size Aggregate.....	240.00/each
Organic Impurities - Mortar Strength (ASTM C 87) .....	440.00/each
Specific Gravity (ASTM C 127 or 128).....	55.00/each
Absorption Analysis (ASTM C 127 or 128).....	55.00/each
Unit Weight (ASTM C 29) .....	50.00/each
Specific Gravity and Absorption combined (ASTM C 127 or 128) .....	70.00/each
Percentage Particles Less Than 1.95 Specific Gravity (AASHTO T 150) .....	On Request
Scratch Hardness Test .....	50.00/each
Freeze Thaw (AASHTO T-103).....	675.00/each
Flat and Elongated Particles.....	120.00/each
Crushed Particle Determination .....	80.00/each
Bulk Impregnated Specific Gravity.....	325.00/each
Solubility .....	75.00/each

**XIII. ASPHALT**

Extraction (ASTM D 2172) (includes gradation) .....	155.00/each
Extraction only .....	105.00/each
Asphalt Cement by ignition (including gradation) .....	145.00/each
Marshall Density Specimens (ASTM 2726) (already mixed) .....	40.00/each
Set of 3 samples .....	100.00/set
Marshall Stability Flow and Density Specimens (ASTM D 1559) (already mixed) ..	45.00/each
Set of 3 samples .....	120.00/set
Core Density (field cut) .....	25.00/each
Asphalt Design Mix Review (Marshall Method).....	350.00/design
Three Point Marshall Curve (including laboratory	
mixed asphalt with 9 stability, flow and density tests) .....	750.00/set
Additional Point .....	185.00
Hveem Stability and Density (ASTM D 1560) (already mixed) (Set of 3 samples)..	135.00/set
Super Pave Molded Density Specimens (Set of 3 samples) .....	225.00/set
Penetration and Specific Gravity (ASTM D 5).....	75.00/each

**XIII. ASPHALT (Continued)**

In-place Asphalt Density with nuclear testing unit (equipment only) .....	55.00/day
Bitumen Softening Point .....	60.00/each
Asphalt Coring - person .....	61.00/hour
Core Drilling Machine .....	75.00/day
Generator .....	65.00/day
Strength Retention Test .....	520.00/test
Theoretical Maximum Specific Gravity (ASTM D 2041) .....	100.00/test
Abson Recovery .....	700.00/test
Viscosity of Bituminous Materials (Kinematic).....	100.00/test
Absolute.....	100.00/test
FAA Moisture in Mix.....	75.00/test

**XIV. CONCRETE AND MASONRY**

Concrete or Mortar Mix Verification .....	\$350.00/each
Laboratory Concrete Trial Batch (with cylinders).....	500.00/minimum
Laboratory Concrete Trial Batch (with beams).....	750.00/minimum
Initial setting time (ASTM C 403) (already mixed).....	250.00/each
Compressive Strength of 6" x 12" Cylinder (ASTM C 39).....	15.00/each*
Compressive Strength of 4" x 8" Cylinder (ASTM C39).....	14.25/each*
Special capping for irregular surface .....	18.00/each
6" x 12"/4" x 8"/ or 3" x 6" cylinder molds.....	1.25/each
Trimming for capping (if required).....	20.00/each
Strip and cured test cylinders, not tested.....	15.00/each
<i>*This includes one copy of report sent to one location. Additional copies of each report 0.25/copy/mailling and additional locations sent are 2.00/mailling/location.</i>	
Flexural Strength of Concrete Beam.....	55.00/each
(Cleaning charges in addition where applicable)	
Splitting Tensile Test (6" Cylinders).....	30.00/each
Concrete coring - technician .....	61.00/hour
Core drilling machine .....	75.00/day
Generator .....	65.00/day
Diamond bit wear per inch depth (1" steel = 12" concrete)	
3-5 inch diameter core .....	4.00/inch
5-7 inch diameter core .....	5.00/inch
Concrete sawing-technician.....	70.00/hour
Saw .....	55.00/day
Blades .....	Cost + 20%
Concrete core, measurement and strength.....	50.00/core
Trimming .....	20.00/cut
Compressive Strength and Dimensions of Masonry	
Block Units ASTM C 140 (minimum of 3)	
Depending on size and quantity .....	35.00 to 75.00/each
Net Area, Absorption, Specific Gravity and Moisture	
Content of Masonry Block (ASTM C 140).....	65.00/block
Lineal Drying Shrinkage of Masonry Block (ASTM C 426) .....	260.00/each
Compressive Strength of Masonry Block Prism (Hollow) .....	130.00/each
Compressive Strength of Masonry Block Prism (filled with grout) .....	quote on request
Compressive Strength of 3x6 inch Grout Prism .....	30.00/each
Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder.....	14.75/each
Laboratory Mortar, Trial Batch (does not include testing cubes).....	275.00/each
Mortar Flow Test (ASTM C 270).....	60.00/test

**XIV. CONCRETE AND MASONRY (Continued)**

Mortar Water Retention Test (ASTM C 270).....	225.00/test
Efflorescence Test .....	140.00/each
Each additional concurrently tested material .....	85.00/each
Chloride ion content of concrete (submitted sample prepared through #50 sieve) James Meter	
Less than 5 samples.....	55.00/each
5 or more samples.....	40.00/each
AASHTO Titration	
Less than 5 samples.....	65.00/each
5 or more samples.....	55.00/each
Sample Preparation.....	51.00/hour
Rapid chloride permeability of concrete - 4 inch diameter sample, includes sawing to length but no special curing	
1st Sample.....	\$250.00/each
Additional Samples .....	175.00/each
Rapid cure by boiling procedure .....	100.00/each

**XV. PETROGRAPHIC SERVICES (ROCK, CONCRETE, AGGREGATE)  
(Available in Cincinnati, Ohio laboratory only)**

**Concrete**

Visual Description, Fracture Logging .....	16.00/linear foot
Air Content,(ASTM C-457).....	255.00/each
Air Void System Parameters Includes (ASTM C-457) .....	295.00/each
Petrographic Examination (ASTM C-856) .....	675.00/each

**Aggregate**

Petrographic Examination (ASTM C-295)	
Coarse Aggregate .....	780.00/each
Fine Aggregate .....	510.00/each
Chert (Includes Refractive Index and Microcrystalline Quartz/Chalcedony Content)	205.00/each

**Riprap, Armorstone, Quarry Run, Etc.**

Petrographic Examination .....	400.00/each
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**Personnel Services**

Petrographer .....	125.00/hour
Materials Consultant .....	110.00/hour
Laboratory Technician .....	61.00/hour

**XVI. GEOSYNTHETIC LABORATORY TESTING  
(Available in Cincinnati, Ohio laboratory only)**

**Geomembrane Tests**

Seam Peel and Shear (Destruct), (ASTM D4437).....	25.00/set
Bond Shear Strength of Seams, (ASTM D4437).....	25.00/set
Tensile Strength, (ASTM D 638) .....	85.00/set

**XVI. GEOSYNTHETIC LABORATORY TESTING**  
**(Available in Cincinnati, Ohio laboratory only) (Continued)**

**Geomembrane Tests**

Tearing Resistance, (ASTM D 1004).....	55.00/set
Puncture Resistance, (ASTM D 4883) .....	55.00/set
Wide-Width Tensile Strength, (ASTM D 4885) .....	250.00/set
Nominal Thickness (textured), (ASTM D 5994).....	30.00/set
Nominal Thickness (smooth), (ASTM D 5199).....	1500/set
Melt Flow Index, (ASTM D 1238).....	130.00/set
Carbon Black Content, (ASTM D 1603).....	55.00/set
Carbon Black Dispersion, (ASTM D 5596).....	55.00/set
Density/Specific Gravity, (ASTM D 1505).....	30.00/set
Dimensional Stability, (ASTM D 1204) .....	85.00/set

**Geotextile, Geonet, Geocomposite Tests**

Apparent Opening Size, (ASTM D 4751) .....	\$200.00/each
Nominal Thickness, (ASTM D 5199).....	20.00/set
Compressibility, Proposed (ASTM D 5199).....	150.00/set
Compression of Geocomposites, (ASTM D 1621) .....	150.00/each
Index Puncture Resistance, (ASTM D 4833).....	45.00/set
Tensile Strength, Wide-Width Method, (ASTM D 4595) .....	340.00/set
Tensile Strength, Grab Method, (ASTM D 4632).....	65.00/set
Trapezoidal Tearing Strength, (ASTM D 4533).....	65.00/set
Diaphragm Burst (Mullen) (ASTM 3786).....	45.00/set
Permittivity, (ASTM D 4491).....	165.00/set
Mass Per Unit Area, (ASTM D 3776) .....	20.00/set
Temperature Stability, (ASTM D 4594).....	Quote on Request
Ultraviolet Light Deterioration, (ASTM D 4355) 150, 300, 500 hrs. exposure 3.00/hr	
CBR Puncture, GRI GSI .....	175.00/set
Node/Junction Strength, GRI GG2.....	140.00/set
Peel (Ply) Adhesion, (ASTM D 413) (Top and Bottom).....	85.00/set
Percent Bonded, Visual, (Top and Bottom) .....	45.00/set

**Geosynthetic Clay Liner Tests**

Moisture Content,(ASTM D 2216).....	9.00/each
Permeability (Modified Method), GRI-GCL-2.....	375.00/each
Mass/Unit Area, (ASTM D 5261).....	45.00/each
Free Swell, GRI-GCL-1.....	160.00/each
Swell Index, of clay mineral components of GCL, (ASTM D 5890).....	190.00/each

**Geosynthetic Performance Evaluation Tests**

Direct Shear Friction, (ASTM D 5321)	
One gradient, one compressive load, per direction.....	215.00/each
One gradient, one compressive load, with soil, per direction .....	300.00/each
Additional gradients, add per gradient.....	30.00/each
Additional compressive loads, add per load .....	30.00/each

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

County of Boone )  
 )ss  
State of Missouri )

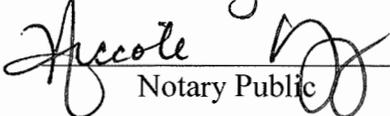
My name is Timothy L. Bennett . I am an authorized agent of Terracon Consultants, Inc (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ 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.

 1/27/17  
Affiant Date

Timothy L. Bennett, R.G.  
Printed Name

Subscribed and sworn to before me this 27<sup>th</sup> day of January, 2017.

  
Notary Public

Nicole Young Notary Public - Notary Seal STATE OF MISSOURI Boone County My Commission Expires: January 28, 2017 Commission # 13440640
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**Terracon Consultants, Inc.**  
**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	
Geotechnical Engineering	✓
Lab Testing	✓
Mechanical Engineering	
Planning	
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	✓
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

*Construction Materials Testing*

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 23<sup>rd</sup> day of February, 2017, 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 PW Architects, 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. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. 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

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

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

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.

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.

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

**PW ARCHITECTS, INC**

By 

Title VICE PRESIDENT

Dated: 2.13.17

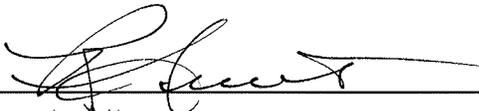
**BOONE COUNTY, MISSOURI**

By 

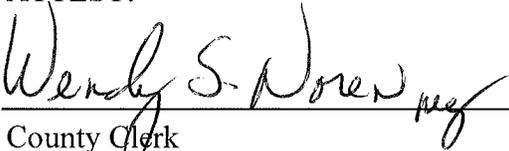
Presiding Commissioner

Dated: 2-23-17

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management



15 South Tenth Street  
Columbia, Missouri 65201  
(573) 449-2683  
Fax: (573) 442-6213  
[www.PWAarchitects.com](http://www.PWAarchitects.com)

## **PWA HOURLY RATE SCHEDULE**

**as of January 2017**

PRINCIPAL	\$168.00
PROJECT MANAGER	\$128.00
ARCHITECT IV	\$118.00
ARCHITECT III	\$103.00
ARCHITECT II	\$88.00
INTERIOR DESIGNER	\$83.00
ARCHITECT I	\$78.00
TECHNICIAN	\$73.00
SR. ADMINISTRATIVE	\$68.00
ADMINISTRATIVE	\$53.00

The following expenses will be billed at our cost x 1.2: (sub)consultants, reproduction, out-of-town travel, long-distance phone, photographs, renderings, and postage/shipping/delivery.





**Discipline List  
PW Architects**

*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	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	✓
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	✓
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	✓
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 23<sup>rd</sup> day of February, 2017, 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 Poepping, Stone, Bach & Associates, Inc. (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. 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

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

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

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.

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.

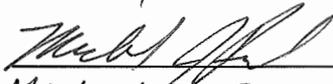
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

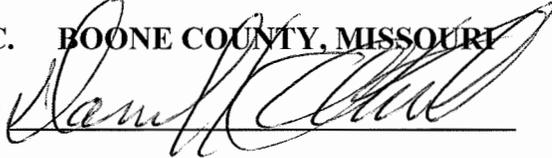
13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

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.

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

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

By   
Michael S. Porel

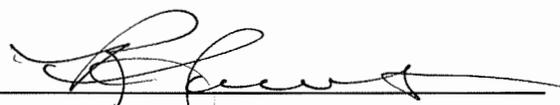
By   
Presiding Commissioner

Title President

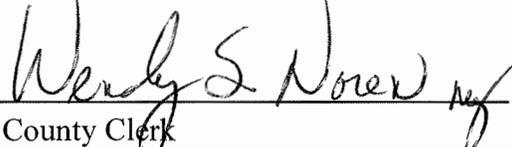
Dated: 1/16/17

Dated: 2-23-17

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management





**Poepping, Stone, Bach &  
Associates, Inc.**  
**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	/
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	/
Structural Engineering	/
Surveying	/
Traffic	✓
Transportation	/
Acoustical	
Building Enclosure Consulting	✓
Control System Integration	
Design/Build	✓
Environmental	✓
Forensic	✓
GIS	✓
Industrial	✓
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	/

# PSBA

Poepping, Stone, Bach & Associates, Inc.  
Email: psba@psba.com

Engineers, Architects, Surveyors, GIS  
www.psba.com

## BOONE COUNTY PROFESSIONAL FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
14. ADMINISTRATIVE	\$60.00
13E/13A. ENGINEERING/ARCHITECTURAL AID	\$7500
12E/12A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I	\$85.00
11E/11A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II	\$90.00
10E/10A. SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.	\$100.00
9. SUPERVISING TECHNICIAN	\$60.00
8. LAND SURVEYOR	\$110.00
7E/7A. ENGINEER/ARCHITECT/GIS SPECIALIST I	\$80.00
6E/6A. ENGINEER/ARCHITECT/GIS SPECIALIST II	\$90.00
5E/5A. ENGINEER/ARCHITECT/GIS SPECIALIST III	\$100.00
4E/4A. ASSOCIATE ENGINEER/ASSOCIATE ARCHITECT	\$110.00
3E/3A. PROJECT ENGINEER/PROJECT ARCHITECT	\$120.00
3C. SENIOR PROJECT ENGINEER/ PROJECT ARCHITECT	\$135.00
2D. PROJECT MANAGER	\$150.00
2C. SENIOR PROJECT MANAGER	\$160.00
1. PRINCIPAL OF FIRM	\$195.00

### OUT-OF-POCKET EXPENSES

PHONE CALLS, MEALS AND LODGING	COST
BLUEPRINTS, AERIAL PHOTOS, PHOTOCOPIES	COST + 15%
MILEAGE	CURRENT IRS RATE

### FIELD PARTY EXTRAS

STAKES, IRON PINS, CONCRETE MONUMENTS, ETC	COST + 15%
GPS - \$/HOUR	\$11.00

### SPECIAL ITEMS

COMPUTER TECHNICAL TIME/HOUR	\$11.00
COURT TESTIMONY BY LICENSED PROFESSIONALS	\$2,100 PER DAY
SPECIAL CONSULTANTS	COST + 15%
COMPUTERIZED RENDERING AND ANIMATION	\$175/HOUR

THESE RATES EFFECTIVE UNTIL DECEMBER 31, 2017

- |   |              |                           |                      |                    |
|---|--------------|---------------------------|----------------------|--------------------|
| <input type="checkbox"/> 100 SOUTH 54TH STREET  | P.O. BOX 709 | * QUINCY, IL 62306        | * PHONE 217/223-4605 | * FAX 217/223-1546 |
| <input type="checkbox"/> 3523 MAIN STREET       | P.O. BOX 817 | * KEOKUK, IA 52632        | * PHONE 319/524-8730 | * FAX 319/524-7720 |
| <input type="checkbox"/> 801 BROADWAY SUITE 224 | P.O. BOX 190 | * HANNIBAL, MO 63401      | * PHONE 573/406-0541 | * FAX 217/223-1546 |
| <input type="checkbox"/> 224 W MAIN STREET      |              | * BOWLING GREEN, MO 63334 | * PHONE 573/324-6868 | * FAX 217/223-1546 |

## EMPLOYEE CLASSIFICATIONS

1. PRINCIPAL OF FIRM.
- 2C. SENIOR PROJECT MANAGER: Minimum Qualifications - Registered Professional Engineer, Registered Structural Engineer or Licensed Architect with a minimum 20 years of combined academic, management and professional experience.
- 2D. PROJECT MANAGER: Minimum Qualifications - Registered Professional Engineer, Registered Structural Engineer or Licensed Architect with a minimum 14 years of combined academic and professional experience.
- 3C. SENIOR PROJECT ENGINEER/ PROJECT ARCHITECT: Minimum Qualifications - Registered Professional Engineer, Registered Structural Engineer or Licensed Architect with a minimum 20 years of combined academic and professional experience.
- 3E/3A. PROJECT ENGINEER OR PROJECT ARCHITECT: Minimum Qualifications - Registered Professional Engineer, Registered Structural Engineer or Licensed Architect with a minimum 12 years of combined academic and professional experience.
- 4E/4A. ASSOCIATE ENGINEER OR ASSOCIATE ARCHITECT: Minimum Qualifications - Registered Professional Engineer, Registered Structural Engineer or Licensed Architect with a minimum 8 years of combined academic and professional experience.
- 5E/5A. ENGINEER/ARCHITECT/GIS SPECIALIST III: Minimum Qualifications - Bachelor Degree in Engineering, Architecture, or GIS Related Degree and 8 years of professional experience or 2 years of Engineering, Architectural or GIS Related Education in an approved School with 16 or more years of practical engineering, architectural or GIS experience, and responsibility for the supervision of other technical personnel.
- 6E/6A. ENGINEER/ARCHITECT/GIS SPECIALIST II: Minimum Qualifications - Bachelor Degree in Engineering, Architecture, or GIS Related Degree and 4 years of professional experience or 2 years of Engineering, Architectural or GIS Related Education in an approved School with 12 or more years of practical engineering, architectural or GIS experience, and responsibility for the supervision of other technical personnel.
- 7E/7A. ENGINEER/ARCHITECT/GIS SPECIALIST I: Minimum Qualifications - Bachelor Degree in Engineering, Architecture, or GIS Related Degree or 2 years of Engineering, Architectural or GIS Related Education in an approved School with 8 or more years of practical engineering, architectural or GIS experience, and responsibility for the supervision of other technical personnel.
8. LAND SURVEYOR: Minimum Qualifications - Professional Land Surveyor in the States of Illinois, Missouri or Iowa.
9. SUPERVISING TECHNICIAN: Minimum Qualifications - 12 years of technical experience.
- 10E/10A. SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.: Minimum Qualifications - 8 years of combined academic and technical experience.
- 11E/11A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II: Minimum Qualifications - 4 years of combined academic and technical experience.
- 12E/12A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I: Minimum Qualifications - 0 to 4 years of combined academic and technical experience.
- 13E/13A. ENGINEERING/ARCHITECTURAL AID: Assistant in Drafting, Surveying or other related type work.
14. ADMINISTRATIVE: Clerical duties directly related to a specific job requirement (reports, specifications, etc.).

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 23<sup>rd</sup> day of February, 2017, 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 Howe Company, LLC (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. 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

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

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.

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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

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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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.

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.

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

HOWE COMPANY, LLC

By Shannon Howe

Title Principal, Manager of LLC

Dated: January 11, 2017

BOONE COUNTY, MISSOURI

By Dan K. [Signature]

Presiding Commissioner

Dated: 2-23-17

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

Wendy S. Nover  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Resource Management

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

County of Macon )  
 )ss  
State of Mo )

My name is Shannon J. Howe. I am an authorized agent of Howe Company, LLC (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.

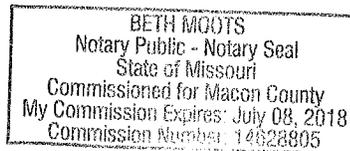
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Shannon J. Howe January 11, 2017  
Affiant Date

Shannon J. Howe  
Printed Name

Subscribed and sworn to before me this 11 day of January, 2017.

Beth Moots  
Notary Public



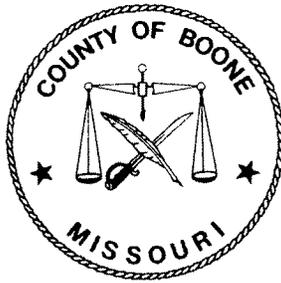


**HOURLY RATE FOR  
PROFESSIONAL SERVICES  
2017**

<b>DESCRIPTON</b>	<b>HOURLY RATE</b>
ENGINEER	\$90.00
PROFESSIONAL ENGINEER I	\$100.00
PROFESSIONAL ENGINEER II	\$120.00
PROFESSIONAL ENGINEER III	\$130.00
PROFESSIONAL ENGINEER IV	\$135.00
PROFESSIONAL ENGINEER V	\$140.00
PROFESSIONAL ENGINEER VI	\$150.00
STRUCTURAL ENGINEER I	\$125.00
STRUCTURAL ENGINEER II	\$135.00
STRUCTURAL ENGINEER III	\$145.00
SURVEY PARTY CHIEF II	\$105.00
SURVEY PARTY CHIEF I	\$70.00
LICENSED SURVEYOR-IN-TRAINING	\$85.00
PROFESSIONAL LAND SURVEYOR I	\$120.00
PROFESSIONAL LAND SURVEYOR II	\$130.00
ADMINISTRATIVE TECHNICIAN	\$60.00
ENGINEERING TECHNICIAN	\$60.00
ENGINEERING TECHNICIAN I	\$70.00
ENGINEERING TECHNICIAN II	\$80.00
ENGINEERING TECHNICIAN III	\$90.00
ENGINEERING TECHNICIAN IV	\$95.00
SENIOR ENGINEERING TECHNICIAN	\$105.00
CONSTRUCTION OBSERVER I	\$60.00
CONSTRUCTION OBSERVER II	\$75.00
CONSTRUCTION OBSERVER III	\$100.00
TECHNICIAN	\$50.00

*Specialized services will be billed on a case-by-case basis*

**ALL DIRECT JOB EXPENSES AND MATERIALS OTHER THAN NORMAL OFFICE SUPPLIES  
WILL BE BILLED AT ACTUAL COST PLUS 10%**



**Howe Company, LLC**  
**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	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	
Structural Engineering	✓
Surveying	✓
Traffic	
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 23<sup>rd</sup> day of FEBRUARY, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CM Engineering, 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. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. 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

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

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

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.

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.

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

CM ENGINEERING, INC

By K+ Hays

Title CHIEF EXECUTIVE OFFICER

Dated: 02/13/2017

BOONE COUNTY, MISSOURI

By David K. [Signature]

Presiding Commissioner

Dated: 2-23-17

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

Wendy S. Nowak  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Resource Management



## Fee Schedule

*"BRIGHT SOLUTIONS IN ENGINEERING"*

<b>Principal Engineer</b>	<b>\$160.00 / hour</b>
<b>Sr. Project Manager</b>	<b>\$160.00 / hour</b>
<b>Project Manager</b>	<b>\$120.00 / hour</b>
<b>Project Engineer</b>	<b>\$100.00 / hour</b>
<b>Designer</b>	<b>\$80.00 / hour</b>
<b>Drafter</b>	<b>\$70.00 / hour</b>
<b>Administrative / Clerical</b>	<b>\$65.00 / hour</b>

### Expenses

Outside Reproduction:		Cost plus 10%
Inside Reproduction:	24" by 36" BW on Bond Paper	\$1.98/Sheet (\$0.33/sf)
	30" by 42" BW on Bond Paper	\$2.89/Sheet (\$0.33/sf)
	8-1/2" by 11" BW on Bond Paper	\$0.20/Sheet
	8-1/2" by 11" Color on Bond Paper	\$0.25/Sheet
	11" by 17" BW on Bond Paper	\$0.45/Sheet
	11" by 17" Color on Bond Paper	\$0.50/Sheet
	12" by 18" BW on Bond Paper	\$0.50/Sheet
	12" by 18" Color on Bond Paper	\$0.55/Sheet
Out of Office Area Travel:	Current Federal Allowance per mile plus subsistence expenses.	
Sub- Consultants and Contractors:		Cost Plus 10%

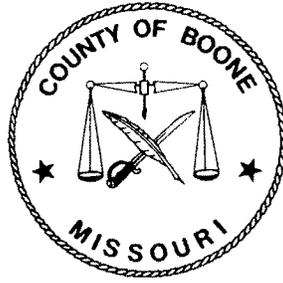
### Insurance Limits

Comprehensive General Liability:		
Each Occurrence		\$2,000,000
General Aggregate		\$4,000,000
Products/Completed Operations Aggregate		\$4,000,000
Automobile Liability:		
Hired and Non-Owned Auto Liability		
Combined Single Limit for Property		
Damage and Bodily Injury		\$2,000,000
Commercial Umbrella Liability:		
Each Occurrence		\$1,000,000
Aggregate Limit		\$1,000,000
Workers Compensation:		
State		Statutory
Employers Liability		\$1,000,000
Professional Liability:		
Per Claim		\$1,000,000
Aggregate Limit		\$2,000,000
Deductible Each Claim		\$10,000
Deductible All Claims		\$30,000

Professional Liability Insurance shall be continued in force for 3 years after completion of the services provided. CM Engineering, Inc. will furnish upon request any necessary certificates showing the type, amount, effective dates and dates of expiration of policies. Cancellation notice will be given as per the terms and conditions of the policy. Higher limits may be purchased on a per project basis and will be charged to the customer accordingly.

CM Engineering, Inc. require all payments 30 day from invoice date. Payments not received by the due date shall bear interest at the rate of 10% annum.





## Discipline List CM Engineering

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

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 23<sup>rd</sup> day of February, 2017, 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 CBB (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, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. 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 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 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 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.

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.

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

CBB

By

  
SHAWN LEIGHT

Title

VICE PRESIDENT

Dated:

JAN 12, 2017

BOONE COUNTY, MISSOURI

By



Presiding Commissioner

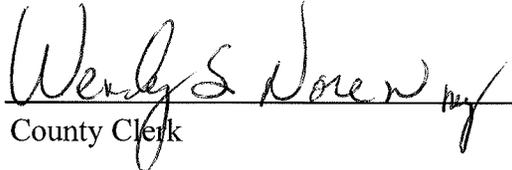
Dated:

2-23-17

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management

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

County of St. Louis )  
 )ss  
State of Missouri )

My name is SRINIVASA R. YANAMANAMANDA. I am an authorized agent of George L. Crawford &

Associates, Inc dba CBB (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.

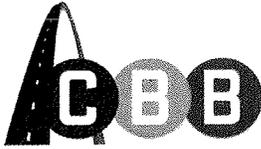
Srinivasa R. Yanamanamanda                      01/12/17  
Affiant    Date

SRINIVASA R. YANAMANAMANDA  
Printed Name

Subscribed and sworn to before me this 12 day of January, 2017.

Diane M. Miromonti  
Notary Public

**DIANE M. MIROMONTI**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires 6/18/2017  
Commission # 13477607



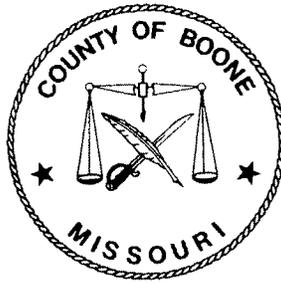
**2017 FEE SCHEDULE\***  
For Contracted Services

<u>Classification</u>		<u>Hourly Rate</u>
Sr. Principal		\$220.00
Senior Engineer	Level V	\$170.00
Senior Engineer	Level IV	\$165.00
Senior Engineer	Level III	\$160.00
Senior Engineer	Level II	\$155.00
Senior Engineer	Level I	\$150.00
Project Engineer	Level V	\$135.00
Project Engineer	Level IV	\$130.00
Project Engineer	Level III	\$125.00
Project Engineer	Level II	\$120.00
Project Engineer	Level I	\$115.00
Staff Engineer	Level IV	\$105.00
Staff Engineer	Level III	\$100.00
Staff Engineer	Level II	\$95.00
Staff Engineer	Level I	\$90.00
Staff Planner	Level II	\$95.00
Jr. Engineer		\$85.00
Designer		\$85.00
CADD Tech	Level II	\$80.00
CADD Tech	Level I	\$70.00
Construction Inspector		\$80.00
Field Tech	Level II	\$70.00
Field Tech	Level I	\$65.00
Financial Admin.		\$80.00
Office Admin.		\$50.00

Other Direct Costs (ODC)

Mileage	IRS Standard Rate/Mile
Xerox Copies	\$ 0.12/Copy
Plan Sheets (Standard)	\$ 1.25/Sheet
Plan Sheets (Color or Enlarged)	Varies
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

\* Note: Effective January 1, 2017  
 Rates subject to change January 1 of each calendar year.



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

# CERTIFIED COPY OF ORDER

February Session of the January Adjourned

Term. 20 17

STATE OF MISSOURI }  
County of Boone } ea.

23rd day of February 20 17

In the County Commission of said county, on the  
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 grant application for the 13<sup>th</sup> Judicial Circuit, Family Court regarding Domestic Relations Programs for Parents and Children as offered by the Office of State Courts Administrator (OSCA).

Done this 23rd day of February, 2017.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Fred J. Parry  
Fred J. Parry

District I Commissioner

Janet M. Thompson  
Janet M. Thompson

District II Commissioner

**Domestic Relations Program for Parents and Children**  
**Request for Proposal**  
**Supervised Access and Exchange Program, “Contact for Kids: A Safe Way”**  
**Budget Spending Plan & Narrative**

**2.1 Continuation of Approved Program:**

For fiscal year 2017, the 13<sup>th</sup> Judicial Circuit, Family Court requested \$15,000 in funding to continue our Supervised Visitation program. The Court received \$10,000 and has continued to provide supervised exchange services through a contract with Great Circle. The Court continues to require the non-custodial parent to pay a per diem based off his/her income. It should also be noted that the Court can find a person indigent and not require them to pay a co-pay. Each non-custodial parent is allowed up to twelve hours of supervised visitation during the grant cycle.

During the current grant cycle from July 1 through January 31, sixteen families have been referred to the program as a result of their involvement in domestic relations cases. Of those sixteen cases, thirteen cases have received supervised visitation program services, two cases failed to correspond with the Great Circle representative to schedule meetings, and one case needed additional documentation prior to approval. Of the thirteen families which have received services during this grant period, eight of the families continue in the program; four families completed the program successfully; and one family had to close early, due to the non-custodial parent being incarcerated.

The 13<sup>th</sup> Circuit’s Family Court supervised visitation and exchange program was established in July of 2009. The program’s need has stayed steady, and we are on track to serve roughly the same number of families served during the 2016-2017 grant year; however, thus far, we have collected more than average in co-pays. That trend is not expected to continue. We are also on pace to provide services to at least twenty-three families, based on the number of families which have been provided services so far during this grant year.

As noted above, for fiscal year 2016-2017 we requested \$15,000 and were awarded \$10,000. Through January 2017, \$3,097 has been billed for supervised visitation, which is approximately one-third of the \$10,000 allocation. It should be noted that Great Circle has erroneously billed at the rate of \$56, when the actual agreed-upon rate is \$58. Great Circle will begin billing us the correct rate as of February 2017. Of the thirteen families which participated in the program during the current fiscal year, three families’ fees were waived due to them being indigent. All other families paid co-pays ranging from \$8.00 to \$56.00 per unit. It should be noted that only one family paid \$56.00 per unit; one family paid \$25.00 per unit; all other families paid between \$8.00-\$12.00 per unit. There is \$6,903 in funding from the current grant period left for the remainder of this grant period.

The number of families served has increased since the inception of this program, but seems to have steadied in more recent years. In 2015-2016, twenty-two families were

served. Currently through January of 2017, the Court has served thirteen families with seventy-four direct service hours. It is anticipated that if the average number of families served during the first seven months of the 2016-2017 grant year stays on trend, that would equate to a total of twenty-three families served for the current fiscal year and a total of 276 direct service hours.

<b>Quarter</b>	<b>Families Served</b>	<b>Hours</b>
1	5	19.75
2	9	46
3*	12 (9 continuing, with more anticipated being referred)	55
4*	12	55
<b>Total</b>	<b>23</b>	<b>276</b>

\*Estimates

If current trends persist, the Court should be able to cover the costs of supervised visits with the requested amount of \$10, 000, without the need for any additional increases.

#### Budget Spending Plan

Should our Court be awarded the full amount of \$15,000, we are confident referrals will continue to be made and we will continue the consistent level of service as shown over the last seven years. We also will continue the practice that if a party falls below poverty level, the Court may waive an hourly per diem being paid by the non-custodial party. Great Circle also has informed us that they would continue to partner with the 13<sup>th</sup> Circuit to provide this service to families.

The following chart shows the expected budget spending plan for FY18, based on predictions of families served to date. This budget plan includes continuing to contract with Great Circle to provide the supervision by a licensed therapist at \$58.00 per hour.

# of Families Predicted to be Served	# of Available Visitation hours per family	Cost per Visitation Hour	Total Funds needed to provide services	Requested funds through DRRF	Additional Funds needed outside of Grant to cover expenditures
23	12	\$58	\$16,008	\$15,000.00	\$1,008

As mentioned above, the total number of families projected to be served during this grant reporting period is twenty-three, based on the number of families referred so far for the first and second quarter. Currently reimbursement per hour for the therapist to provide supervised visits is \$58 per hour. If each family receives twelve hours of supervised visitation services and qualified for having no co-pay due to income levels, the maximum amount needed would be \$16,008 however the remaining \$1,008 needed would likely be

covered through co-pays. Currently \$3097 has been spent to provide supervised visitation services which has been less than historically collected due to the collection of co-pays. One participant was charged the maximum of \$56 based on his income, and one participant was charged \$25. Several families are still in the program, with six families having used five or fewer hours, thus far. Those families are anticipated to use the full twelve hours. Based on the number of families we anticipate serving in the last two quarters, we project that a minimum of \$6,200 will be spent; however, the number of families who will have a co-pay and the amount of the co-pay are difficult to forecast. The number of referrals and families participating have continued to remain at a consistent level as in the previous year and seem to be remaining relatively steady over the last seven years, demonstrating continued demand for and use of the program. We request \$15,000 in order to continue to support this program.

In an effort to continue assuming some of the responsibilities of the cost of this program, the Court will continue to work with Great Circle in having the non-custodial parent pay an hourly per diem based on their income level. For those non-custodial parents who fall below the poverty level, the Court would continue to be allowed to waive a per diem fee, therefore allowing the grant to pay the full hourly rate. It should be noted that during the first seven months of the 2016-2017 grant year, \$807 have been defrayed in costs due to collection of co-pays by the non-custodial parents. We have continued to stringently monitor the collection of co-pays by Great Circle to ensure maximum use of the funds provided for families.

Our Court, in collaboration with Great Circle, previously developed a sliding scale worksheet to determine the hourly rate the participant would be required to pay. This scale continues to provide for the fee to be waived if the participant's income is below poverty guidelines as provided by the U.S. Department of Health and Human Services. For families which would be required to pay an hourly per diem, the family will continue to sign an agreement to pay a pre-determined amount before each supervised visitation and should they not be able to pay their amount, the visitation would not occur. It will continue to be up to the contract agency to collect the amount due from the family based on the sliding scale fee and the Court will agree to pay the contract agency the remaining balance of the \$58.00 per hour through contractual services through the DRRF grant. Based on the previous seven months of following this policy, it is estimated that several families will be able to pay some per diem for visits, but there will continue to be a need to waive the co-pay as three families had their fee waived as they had no income being received that could be counted towards the sliding scale and all fell below the minimum income of \$8,000 per year. As mentioned above, co-pays for the non-custodial parents have continued to help defray costs for the program and we will continue to be stringent in monitoring that families pay the appropriate co-pay for their income level. At this time, no other funding sources have been identified, but we will continue to keep the program as low cost as possible to the Courts while maintaining a high level of quality and effectiveness.

Benefit of Funds for FY18

Thirteen families have received the benefit of the Supervised Visitation program from July 1, 2016 through January 31, 2017 in the 13<sup>th</sup> Circuit as a direct result of this grant. The children and visiting parents have been given an opportunity to build a lasting relationship that often might not have occurred without this program. The visiting parent has learned valuable information such as how to better communicate and/or interact with their child/children through the assistance of the licensed therapist. The custodial parent has been provided the assurance their child/children are safe and well supervised with the therapist being present.

Surveys collected by Great Circle have been positive. Participants learned new parenting strategies, and were able to establish or re-establish relationships with their children.

Regarding the need for the program, Family Court Judge Leslie Schneider stated, “The supervised visitation program has been an extraordinary asset to the children in high-conflict custody matters. The program providers do an excellent job in supervising and providing information to the Court. Many of the persons participating in the program are of low-income, and would have no ability to participate in supervised visitation without this program.”

The program is well known among the Family Court Judge, Family Court Commissioner, Guardians ad Litem, local attorneys, and Children’s Division staff which further ensures that families will continue to be referred for the program. Our Family Court Administrative Judge, Leslie Schneider has given us approval to continue applying for this grant as it has been seen as a needed resource for domestic Court cases involving children. There is currently a need for this program as it has allowed many Court domestic relations cases such as Ex-parte Child Orders of Protection, Ex-parte Adult Abuse, Dissolutions of marriage, Paternity, and other Family Court cases to allow visitation between parents and caregivers in a safe, therapeutic environment and helps many cases to be resolved more effectively.



**STATE OF MISSOURI  
OFFICE OF STATE COURTS ADMINISTRATOR  
REQUEST FOR PROPOSAL**

**RFP NO. OSCA 18-002**

**TITLE: Domestic Relations Programs for Parents and Children**

**ISSUE DATE: January 3, 2017**

**CONTACT: Russell Rottmann**

**PHONE NO.: (573) 522-6766**

**E-MAIL: osca.contracts@courts.mo.gov**

**RETURN PROPOSAL NO LATER THAN: 4:00 PM, February 23, 2017**

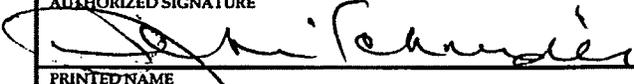
**RETURN PROPOSAL TO:**

**(U.S. Mail)  
Office of State Courts Administrator  
P.O. Box 104480  
Jefferson City, Mo 65110 - 4480**

**(Courier Service)  
Office of State Courts Administrator  
2112 Industrial Dr.  
Jefferson City, Mo 65109**

**CONTRACT PERIOD: July 1, 2017, THROUGH June 30, 2018**

**SIGNATURE REQUIRED**

<b>AUTHORIZED SIGNATURE</b> 		<b>DATE</b> 2/16/17
<b>PRINTED NAME</b> Honorable Leslie Schneider		<b>TITLE</b> Family Court Judge
<b>CIRCUIT/COUNTY</b> 13 <sup>th</sup> Judicial Circuit, Boone/Callaway Counties		
<b>MAILING ADDRESS</b> 705 East Walnut		
<b>CITY, STATE, ZIP</b> Columbia MO 65201		
<b>CONTACT PERSON</b> Angie Jaco		<b>TITLE:</b> Deputy Juvenile Officer III/Supervisor
<b>PHONE NO.</b> 573-886-4200	<b>FAX NO.</b> 573-886-4030	<b>E-MAIL ADDRESS</b> Angie.Jaco@courts.mo.gov

**NOTICE OF AWARD (OSCA USE ONLY)**

<b>ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:</b>		
<b>CONTRACT NUMBER</b>		<b>CONTRACT PERIOD</b>
<b>CONTRACT SECTION</b>	<b>DATE</b>	<b>DEPUTY STATE COURTS ADMINISTRATOR</b>

## 1.0 INTRODUCTION

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator (OSCA), is seeking applications from Missouri Circuit Courts for the **creation and implementation of domestic relations programs** including, but not limited to the following:

- a. Waiting areas/rooms for children in court facilities;
- b. Supervised access and exchange for parents and children;
- c. Programs that address issues of domestic violence;
- d. Education programs for parents and children;
- e. Programs or projects for self-represented litigants; or
- f. Other programs and services pertaining to domestic relations cases.
- g. Child custody modifications to allow for termination of jurisdiction of Child Abuse and Neglect (CAN) cases, or
- h. Interpreter services

### 1.1 Pre-Proposal Conference:

A pre-proposal conference regarding this Request for Proposal will be held on **Wednesday, January 18, 2017, beginning at 10 am in Covington Room in the Constitution Building, 3425 Constitution Court, Jefferson City, Missouri 65109**. Those wishing to take part of the pre-proposal by telephone, may do so by calling toll free, 866-630-9348. In the Jefferson City area, the local number is 526-5622. The phone lines will be open at 9:45 am.

### 1.2 Definitions: Domestic Relations – the legal field of divorce, dissolution, annulment, child custody, child support, alimony and paternity.

Implementation – the process of putting a decision or plan into effect; execution.

### 1.3 The funding for creation and implementation of domestic relations programs allows for programs and services to be developed in the state of Missouri. This Request for Proposal (RFP) encourages circuits to take the opportunity to create new initiatives. The emphasis in reviewing the applications will be on **measurable program outcomes and responsible use of resources**.

### 1.4 Funding for these programs is available through the Domestic Relations Resolution Fund (DRRF) section 452.552, RSMo. Use of funds must comply with the requirements identified in section 452.554, RSMo. Only statutory relevant program awards will be considered.

### 1.5 Circuits submitting proposals must identify one county treasurer within the circuit to process reimbursements for the entire award period.

### 1.6 Curriculum developed becomes the property of the circuit court and OSCA. The curriculum developed may be duplicated and used by other circuit courts. Applicants seeking funds to develop curriculum should consult with OSCA staff prior to submitting an application to determine if a suitable curriculum has already been developed through the use of DRRF and may be used or adapted for use.

### 1.7 Funds may be used to purchase training during the period July 1, 2017, through June 30, 2018. Training should improve the service skills of staff (program instructors or program coordinators), contractual service providers or volunteers within the applicant agency that provides direct services. Agencies must first look to

training held in the state of Missouri. Training costs will not be reimbursed until after the training has been attended. Prior approval must be obtained from OSCA to the attention of Samantha Suthoff at 573-522-6265 or e-mail [samantha.suthoff@courts.mo.gov](mailto:samantha.suthoff@courts.mo.gov) to attend "miscellaneous training" not specifically outlined in the approved budget.

- 1.8 Awards will be based on a 5 year lifetime program award. The first year that a circuit receives funding for a program, they are eligible to receive 100% of funding (up to \$20,000), they can continue to receive funding at that rate for up to 3 years. If the program continues and they still need resources to run the program after 3 years, they may apply for funds on year 4, but they will only be eligible for 50% funding (\$10,000), then on year 5 they will be eligible for 25% (\$5,000) funding on the same program. This is based on the statute citing "costs associated with implementation" of programs and not the maintenance of such. The Family Court Committee may consider exceptions for good cause.

## 2.0 APPROVED PROGRAMS

### 2.1 Continuation of Approved Programs:

In an effort to allow programs approved for FY17 funding to receive additional funding for the same program during FY18, courts may submit a budget spending plan and a narrative explaining how the funds have benefited the court during the current fiscal year and how the program will spend funds during FY18 without the need to complete a full application for award of DRRF funds. Please indicate in your application the year(s) of consecutive funding this will be for the program. Final approval remains with the Family Court Committee.

### 2.2 Education Programs for Parents and Children:

Educational sessions may be offered to married, divorced, separated and never married parents and children in domestic relations cases involving children. Types of cases may include:

- a. Pre and post dissolution cases;
- b. Legal separations;
- c. Modifications;
- d. Family access motions;
- e. Paternity;
- f. Child support; or
- g. Other post-judgment domestic proceedings.

- 2.2.1 The educational sessions shall address the effects of a dissolution or separation on children and the benefits of alternative dispute resolution, including mediation in resolving disputes related to child custody, visitation and support.

#### 2.2.2 Program curriculum for parents must include:

- a. Content that informs parents of the effect of separation or dissolution of marriage on children;
- b. Teaches parents how to help children adjust to change;
- c. Helps parents understand that children, whenever possible and appropriate, need frequent, continuing and meaningful contact with both parents; and
- d. Informs parents of the benefits of alternative dispute resolution, including mediation.

2.2.3 Program curriculum for children must include:

- a. Content that addresses age-appropriate needs and behaviors of children;
- b. Helps children deal with their feelings about the separation of their family; and
- c. Helps children cope better with the stress and change involved in their parent's separation or dissolution.

2.2.4 Funds may be used to purchase:

- a. Furniture for classes provided in court facilities including tables and chairs of the size appropriate for younger children;
- b. Equipment for classes provided in court facilities;
- c. Resource materials for children and adults such as class materials, class activities, videos;
- d. Resource materials for program development such as purchase of curriculum or trainer manual; or
- e. Contractual services for program instructors.
  1. Contractual instruction services may not exceed \$35.00 per parent or \$35.00 per child.
  2. In areas of the state where the customary rate for such services is greater than \$35.00 per attendee, the applicant **must** include a request for increased reimbursement. However, pursuant to section 452.610, RSMo reimbursement shall not exceed \$75.00 per person.
  3. All costs incurred by contracted instructors, including travel, class preparation time or administrative time are to be included in the rate per participant and are not reimbursable through this program.

2.3 **Self-Represented Litigants in Domestic Relations Cases:**

The program must be related to the needs of self-represented litigants involved with the court in a domestic relations case. This may include a litigant awareness program for married or separated self-represented litigants.

2.3.1 The litigant awareness program may address the risks and responsibilities of appearing in court without an attorney such as:

- a. A self-assessment exercise designed to identify personal strengths and weaknesses that may affect success in court without an attorney;
- b. How the Missouri court system works;
- c. What court staff may or may not do to assist litigants; or
- d. A review of the forms needed for self-representation.

2.3.2 This may include a resource center established at the court or operated in partnership with a legal services corporation, law school or independent agency. The resource center may have:

- a. Available forms, instructions and information about court procedure; or
- b. Contract personnel includes, but is not limited, to attorneys, program coordinators, program instructors and security officers.

2.3.3 This may include a Help Desk established at the court or operated in partnership with a legal services corporation, law school or independent agency. The Help Desk may have:

- a. Available forms, instructions and information about court procedure; or

- b. Contractual personnel, includes but is not limited to, attorneys, program coordinators, program instructors and security officers.

2.3.4 This may include an online resource center that may have:

- a. Litigant awareness program as identified above;
- b. Access to forms;
- c. A Certificate of Completion of the litigant awareness program;
- d. Information about how to find an attorney; or
- e. Information about county, circuit or regional resources available to self-represented litigants.

2.3.5 Funds may be used to:

- a. Contract for the construction or the renovation of an area or room in a court facility such as partitions, flooring, walls, painting and light fixtures;
- b. Purchase furniture for use by the program participants at the program site;
- c. Purchase equipment such as TV or DVD/CD player;
- d. Purchase resource materials for adults such as educational brochures, books, videos or journals;
- e. Purchase resource materials for program development such as program manuals, program guides or videos;
- f. Purchase contractual services for attorneys, program coordinators, program instructors, child care attendants, use of a program site, security officers and curriculum development; or
- g. Administrative costs such as paper, copying, printing or postage.

2.4 **Supervised Access and Exchange:**

The access program must provide a safe, secure environment for all family members. Visits must take place under the supervision of an individual or individuals that have the responsibility of ensuring the child's physical and emotional safety during the time the child spends with the visiting parent and/or extended family members.

2.4.1 The exchange program must provide a safe and secure environment for the transfer of a child from one parent or family member to another for the purpose of the child spending time with the other parent or family member. The program must provide that the transfer of the child is supervised by an individual or individuals that have the responsibility of ensuring the physical and emotional safety of the child and those participating in the exchange at the exchange site.

2.4.2 Funds may be used to purchase:

- a. Furniture that is the appropriate size for children and adults at the access and/or exchange site;
- b. Equipment such as TV or DVD/CD players;
- c. Security equipment such as a hand held metal detector or closed circuit monitoring equipment;
- d. Resource materials used by children/adults in the program such as magazines for the waiting area and toys for children;
- e. Resource materials for program development such as policy manuals purchased from other supervised visitation programs or purchase of the Supervised Visitation Network newsletter;
- f. Contractual services for access and/or exchange supervisors, security personnel or program coordinator;
- g. The use of access and/or exchange site; or
- h. Administrative supplies such as paper, copying, printing or postage.

- 2.4.3 Funds shall not be used to pay staff salaries nor overtime. All equipment, furniture and materials purchased shall become the property of the circuit court except as stated above.
- 2.5 **Domestic Violence Programs:**  
The program must be related to the needs of family members who are involved with the court due to an issue of family violence related to a domestic relations case. This may include services to assist adult and child victims and services for offenders to prevent re-offense.
- 2.5.1 Funds may be used to purchase:
- a. Furniture for use by program participants at the program site;
  - b. Equipment such as TV or DVD/CD player;
  - c. Resource materials for children/adults such as safety planning brochures, books, age appropriate toys, magazines, videos or journals;
  - d. Resource materials for program development such as program manuals, program guides or videos;
  - e. Contractual services for advocates, treatment providers, childcare attendants, program coordinator, program instructors, use of a program site, security officers and curriculum development; or
  - f. Administrative items such as paper, copying, printing or postage.
- 2.5.2 All equipment, furniture and materials purchased shall become the property of the circuit court.
- 2.6 **Waiting Areas/Rooms for Children in Court Facilities:**  
The waiting area or room must be in a court facility and designed for children who accompany adults involved in domestic relations cases. The waiting area or room:
- a. May be a separate room or a designated area for children located within a larger area or room; or
  - b. Must allow for supervision of children by the adults who bring the children to the court facility or by designated court staff, volunteers or contracted personnel.
- 2.6.1 Funds may be used to purchase:
- a. Furniture which is of appropriate size for children and adult supervisors such as tables, chairs, storage shelves for toys, display racks for children's books or pictures/posters for walls;
  - b. Equipment such as TV or DVD/CD players;
  - c. Resource materials for children and/or adults that include age appropriate activities for children, such as toys, games, books and relevant information for parents;
  - d. Construction/renovation of an area or room in a court facility such as partitions, flooring, walls, paint and light fixtures; or
  - e. Contractual services for personnel to supervise the waiting area/room or a volunteer coordinator to arrange for volunteers to supervise the area.
- 2.6.2 Funds shall not be used to pay staff salaries nor overtime. All equipment, furniture and materials purchased shall become the property of the circuit court except as stated above.
- 2.7 **Other Programs and Services:**  
This category applies to all other programs and services that have not previously been addressed in this RFP. The criteria set forth by section 452.554, RSMo are as follows:
- 2.7.1 "The general assembly shall appropriate monies annually from the domestic relations resolution fund to the state courts administrator to pay the cost associated with the handbook created in section 452.556, RSMo

and to reimburse local judicial circuits for the costs associated with the implementation of and creation of education programs for parents of children, alternative dispute resolution programs and similar programs applicable to domestic relations cases.”

2.7.2 Funds may be used to purchase security equipment such as a duress alarm (panic button) system. The system must be designated for areas supporting domestic relations activities.

**2.8 Publications:**

The courts must acknowledge the Domestic Relations Resolution Fund as the source of funding on any curriculum, manuals or public relations materials created with monies from the fund. This includes brochures, handbooks or informational materials distributed to the public regarding programs and services. It also includes program manuals, curriculum, CD's and DVD's created with monies from the fund. It does not include program forms or internal policies and procedures.

2.8.1 The courts must receive prior approval from OSCA for the printing and/or production and distribution of written, audio or video materials that fall under the above noted criteria.

**2.9 Child Custody Modifications and Paternity Establishments:**

Circuits may apply for use of funds to contract with local attorneys willing to assist with cases where the child abuse and neglect case is languishing due to the reunified parent not having a child custody order in place or paternity established, which is the limiting factor in the juvenile court not terminating jurisdiction.

**2.10 Interpreter Services:**

Foreign language services are available and must be coordinated through OSCA by contacting Lynette Ricks at [Lynette.Ricks@courts.mo.gov](mailto:Lynette.Ricks@courts.mo.gov) or via telephone at 573-526-8356.

**3.0 PROGRAM PERFORMANCE REQUIREMENTS**

**3.1 Program Evaluation:**

Each circuit court receiving reimbursement funds must participate in a program evaluation designed to measure how successful the circuit court has been in providing the services identified in their program proposal.

3.1.1 The evaluation process may include, but is not limited to, the following:

- a. Access to circuit court records for the purpose of retrieving statistical data;
- b. Utilization of questionnaires or surveys of consumer satisfaction for all parties involved, including judicial officers, circuit court staff, attorneys, guardians ad litem and program participants; or
- c. Development and implementation of performance measurement tools when applicable.

3.1.2 OSCA agrees to provide technical assistance to each circuit court in conducting its program evaluation. This technical assistance may include, but is not limited to, establishment of performance measures, collection and analysis of data and reporting program outcomes.

3.1.3 Costs to circuit courts for conducting program evaluations are not allowable reimbursable costs.

**3.2 Reporting Requirements:**

Each circuit court receiving an award must submit three (3) quarterly data reports and a twelve (12) month final program reports. All monthly and quarterly reports should be submitted to OSCA, Attn: Samantha Suthoff or may be e-mailed to [samantha.suthoff@courts.mo.gov](mailto:samantha.suthoff@courts.mo.gov). The reports and the periods they cover shall be as follows:

<u>Reporting period</u>	<u>Report due date</u>
July, August, September	October 30, 2017
October, November, December	January 30, 2018
January February, March	April 30, 2018
July 2017 through June 2018	July 31, 2018

**3.2.1** The data and program reports are intended to:

- a. Assure that use of the funds is consistent with the project application and the intent of the funding source;
- b. Determine the number of parties served and/or number of service hours provided;
- c. Document the types of services provided; and
- d. Provide OSCA, the Family Court Committee, legislature and other interested parties with information regarding consumer satisfaction, program efficiency and effectiveness.

**3.2.2** The data and program reports will be evaluated for progress toward completion of the specific program goals, as indicated in the application and to identify any barriers to successful implementation.

**3.2.3** Reporting requirements shall include, but not be limited to, the number of parties served by the circuit court as a result of the funds reimbursed through this program.

**3.3 Reimbursement of Costs:**

No payments will be made directly to contracted providers. This may require that the county pay for these services up front. OSCA anticipates a two to four week turnaround on reimbursement requests. **All payments shall be made to the County Treasurer.** This issue may need to be addressed with your fiscal officer when planning your project proposal.

**3.3.1** Invoices must be submitted by the circuit court to OSCA, Attention: Samantha Suthoff, **no later than ten (10) days after the end of each month** on the Certificate of Compliance Form. Certificate of Compliance Forms will be provided to each court awarded a contract.

**3.3.2** Copies of invoices and other supporting documentation must be attached and submitted to OSCA with the request for reimbursement. Original signatures are required on all Certificates of Compliance submitted for reimbursement. The circuit court is responsible for retaining copies of all documentation for audit purposes as outlined in Court Operating Rule 8.

#### 4.0 EVALUATION AND AWARD CRITERIA

##### 4.1 Evaluation Criteria for all Program Awards:

Awards to circuit courts for the creation and implementation of domestic relations programs will be made based upon the **particular needs of the program and why those needs are not being met** and availability of funds.

##### 4.1.1 Consideration shall be given:

- a. As to whether the request for funds is reasonable with clear documentation to support the request or justification why the costs are beyond what is customary;
- b. To the circuit's ability to sustain the program at the end of the funding period;
- c. To the proposed number of persons served, hours of service and the cost of those services per person and/or per hour; or
- d. To program goals that are clearly defined with measurable outcomes.

##### 4.1.2 Documentation of how costs are determined must be provided with justification for costs that might be considered beyond what is customary.

##### 4.1.3 Justifications for budgets shall be broken down into the following categories:

- Furniture and equipment;
- Resource materials;
- Construction;
- Contractual services;
- Administrative; and
- Training for program staff.

##### 4.1.4 Circuits are encouraged to maximize the use of the available funds by collaborating with other circuits to jointly provide programs that one circuit would otherwise be unable to afford or sustain. Circuits are encouraged to collaborate with other agencies and service providers to maximize the use of existing resources in the community thereby reducing the amount of funding needed through this award.

##### 4.2 Terms of Awards:

Funds are available for a period of twelve (12) months beginning July 1, 2017.

##### 4.2.1 Circuits shall not expend funds for this contract except as stated in an approved award. However, circuits may request changes to their award and spending plan at any time during the fiscal year by submitting a revised budget plan to OSCA for consideration. All requests for changes must be in writing, signed by a member of the judiciary or appointing authority, accompanied by a revised budget and sent to [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov). If the request is approved, the requesting circuit and OSCA staff shall be notified and an amended award shall be issued.

##### 4.2.2 Requests for contractual services will be considered for approved programs; however, requests for staff augmentation, to hire new staff and/or add Full Time Employees (FTE's) to assist with a program shall not be approved by the Family Court Committee.

- 4.2.3 Continuation of funding beyond the initial twelve (12) months is uncertain. Circuit courts should develop a self-sustainability plan and seek alternative ways to fund programs upon completion of this funding period.
- 4.2.4 The Family Court Committee maintains the discretion to adjust, in whole or in part, each program in each circuit court's request based upon the reasonableness of each request and the availability of funds.
- 4.2.5 If it appears that a circuit court will not use all funds awarded during the twelve (12) month period, the Family Court Committee may, at its discretion, reduce the amount of awarded funds to the circuit court and reallocate those funds to other circuit courts.
- 4.2.6 Any funds awarded for program services cannot be used to supplant existing local or state funds. Supplanting refers to using these funds to replace funds normally available and currently received from local or state sources.

## 5.0 APPLICATION REQUIREMENTS

### 5.1 Proposal Submission:

All circuit courts desiring to apply for funding for costs associated with creation and implementation of programs as identified herein must submit a complete proposal incorporating the items identified in the following section.

- 5.1.1 Courts may submit more than one application and may be awarded funds for more than one program.
- 5.1.2 Proposals must be signed by the Family Court Judge. If there is no Family Court Judge, the Presiding Judge must sign the proposal. Proposals may be e-mailed to [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov), mailed to Office of State Courts Administrator, P.O. Box 104480, Attn: Contracts Section, Jefferson City, MO 65110-4480 or may be faxed to the attention of Russell Rottmann at 573-522-6152. **All proposals must be received no later than 4 p.m., Thursday, February 23, 2017.** As long as appropriate signatures are affixed to faxed or e-mailed copies submitted to OSCA, there is no need to send an original copy through regular mail.

### 5.2 Project Proposal:

All applicants must clearly describe the proposed plan to create and implement domestic relations programs. Proposals must include the following:

- a. **Name of the proposed program.**
- b. **Need for the Program:** Explain the particular need for the program and why those needs are not being met through existing materials, programs, services or other resources. **Be specific.**  
  
Example: Report the number of families that could benefit from supervised access programs each week/year. Report what attempts have been made to establish a program and what were the barriers to the program being established.
- c. **Number of people to be served/hours of service provided:** Estimate the number of adults and children that your program will serve. Estimate the number of hours of service that will be provided. Justify/show the calculations of how you arrived at those figures.

- d. **Implementation plan:** Provide a detailed description of work to be completed in preparation for implementation of the proposed project. Provide a timeline and a description for how your circuit will implement the proposed project. Describe in detail the services to be performed in achieving the project objectives and the approach to be used for providing each service and assuring utilization of the services. For contractual services, clearly describe the proposed assistance, with the names and qualifications of the outside source and the nature of the services to be contracted.
- e. **Project Goals and Objectives:** A clear, concise statement of what the proposed project is intended to accomplish, including a listing of project goals with measurable outcomes.

Example: One goal for a waiting area for children might be to increase the affordability of accessing the court. A measurable objective could be the amount of childcare dollars saved by parents who used the child waiting area.

- f. **Sustainability:** Explain how the program will continue once this funding ends.

Example: Children’s waiting area – Once the area is created, minimal funding will be necessary. Toys will be donated by the XX youth service group. Court-employed cleaning and maintenance personnel will take care of every day cleaning and maintenance.

**5.3 Number of Persons Served/Number of Direct Service Hours; Cost Per Person Served and/or Cost Per Hour of Service Provided:**

Identify the total number of persons/families projected to be served and/or estimated total number of direct service hours. Divide the total amount of funds requested by the estimated number of persons served and/or divide the total amount of funds requested by the estimated number of hours of service provided by the total amount of funds requested. Show your calculations.

**5.4 Project Funding Breakdown:**

Identify the funding needs in each of the following areas, as applicable, for the program you are creating. Indicate when reimbursement of items or services is not needed or costs are covered by other sources. Example: Furniture – none needed, can use existing furniture in the courthouse. Toys for children – Toy store XXX has agreed to donate \$200.00 worth of age appropriate toys. Identify why the item/service is needed, how it will be used, describe the item/service, cost per item/per hour, where it will be purchased, who will provide the service, how many items/hours are needed and total costs.

**Furniture and Equipment:**

**Resource Materials for Participants and Program Development:**

**Construction:**

**Contractual services:**

**Administrative Costs and Supplies:**

**Training:**

TOTAL AMOUNT OF FUNDS REQUESTED: \$ \_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 17

In the County Commission of said county, on the

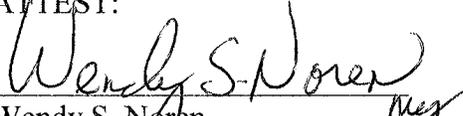
23rd day of February 20 17

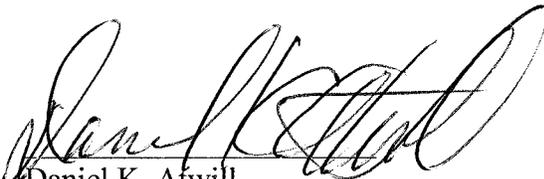
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, February 28, 2017, at 2:00 p.m. The meeting will be held in the Conference 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 23rd day of February, 2017.

ATTEST:

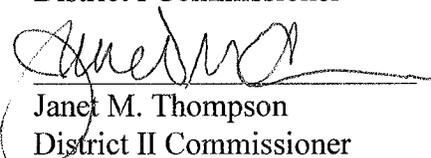
  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner

  
Fred J. Parry

District I Commissioner

  
Janet M. Thompson

District II Commissioner