

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

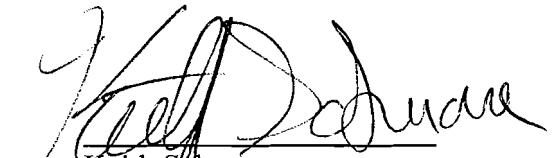
February Session of the January Adjourned Term. 20 05

In the County Commission of said county, on the 10<sup>th</sup> day of February 20 05

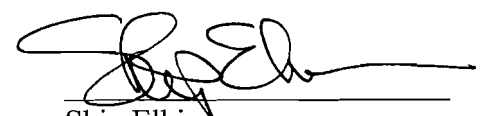
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 05-11JAN05 for Office Supplies Term and Supply to Corporate Express. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

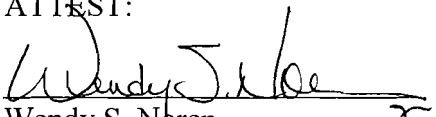
Done this 10<sup>th</sup> day of February, 2005.

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

# Boone County Purchasing

Heather Turner, CPPB  
Buyer



601 E. Walnut, Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

61-2005

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## MEMORANDUM

TO: Boone County Commission  
FROM: Heather Turner, CPPB  
DATE: February 2, 2005  
RE: 05-11JAN05 – Office Supplies Term & Supply

The bid for Office Supplies closed on January 11, 2005. Five (5) bids and one (1) alternate bid were received. The Purchasing Department met with the County Purchasing Committee on January 26, 2005 and discussed the outcome of the office supply evaluation. The Purchasing Department recommends award to Corporate Express for submitting the overall low bid.

This is a countywide Term and Supply contract which will run through December 31, 2005. There are four, one-year renewals on this contract.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Bid File

**Standard Office Supply List Cost Evaluation Point Totals**

Office Essentials	60 Points
Corporate Express	52.01 Points
Office Depot	45.44 Points
OfficeMax	42.35 Points
Smart Business Option 1	27.58 Points
Smart Business Option 2	27.58 Points

**Market Basket Sample Cost Evaluation Point Totals**

OfficeMax	40 Points
Corporate Express	38.09 Points
Smart Business Option 2	25.40 Points
Office Depot	24.62 Points
Smart Business Option 1	22.17 Points
Office Essentials	21.85 Points

**Cost Evaluation Points Grand Total**

Corporate Express	90.10 Points
OfficeMax	82.35 Points
Office Essentials	81.85 Points
Office Depot	70.06 Points
Smart Business Option 2	52.98 Points
Smart Business Option 1	49.75 Points

## Market Basket Sample

Corporate Express

Item Number	Description	Quantity	Catalog Price	Price with Discount Applied
AVEST11-10BK	Avery See-Thru Presentation Binders-1" Black	Each	8.78	3.69
SAN83074	4-Color Set Dry Erase Markers, Chisel Point	Set of 4	6.55	2.75
AAG7026005	Monthly Classic Planner	Each	15.19	6.38
ROL67032	Uncovered VIP Files 3"x5"	Each	23.75	9.98
FEL22318	Partition Triple File Pocket	Each	49.95	20.98
MMM3500	Clear Super Strength Sure Start Packaging Tape with Dispenser	Roll	6.75	2.84
SWI44401	Black 444 Commercial Desk Stapler	Each	26.62	11.18
FKR94517797	Fiskars 8" Bent Orange-Handle Scissors	Each	15.30	6.43
PIL36102	Pilot Dr. Grip Mechanical Pencil, .5mm Black	Each	9.29	3.90
AVE00166	Permanent Glue Stick, .26 oz	Each	0.95	0.40
SWI74350	Swingline 2-7 Hole Lever Handle Heavy Duty Punch	Each	54.12	22.73
PAP85585	Papermate Flex Grip Stick Pen, Medium Point, Black	Each	1.45	0.61
PIL36100	Dr. Grip Retractable Ballpoint Pen	Each	9.29	3.90
RUB96600	Clear Jumbo Incline Sorter	Each	19.99	8.40
MMMMS201MX	3M Precise Optical Mousing Surfaces	Each	13.13	5.51
TOTAL				109.68

OfficeMax

Item Number	Description	Quantity	Catalog Price	Price with Discount Applied
AVEST11-10BK	Avery See-Thru Presentation Binders-1" Black	Each	8.78	3.51
SAN83074	4-Color Set Dry Erase Markers, Chisel Point	Set of 4	6.55	2.62
AAG7026005	Monthly Classic Planner	Each	15.19	6.08
ROL67032	Uncovered VIP Files 3"x5"	Each	23.75	9.50
FEL22318	Partition Triple File Pocket	Each	49.95	19.98
MMM3500	Clear Super Strength Sure Start Packaging Tape with Dispenser	Roll	6.75	2.70
SWI44401	Black 444 Commercial Desk Stapler	Each	26.62	10.65
FSK94517797	Fiskars 8" Bent Orange-Handle Scissors	Each	15.30	6.12
PIL36102	Pilot Dr. Grip Mechanical Pencil, .5mm Black	Each	9.29	3.72
AVE00166	Permanent Glue Stick, .26 oz	Each	0.95	0.38

SWI74350	Swingline 2-7 Hole Lever Handle Heavy Duty Punch	Each	54.12	21.65
PAP85585	Papermate Flex Grip Stick Pen, Medium Point, Black	Each	1.40	0.56
PIL36100	Dr. Grip Retractable Ballpoint Pen	Each	9.29	3.72
RUB96600	Clear Jumbo Incline Sorter	Each	19.99	8.00
MMMMS201MX	3M Precise Optical Mousing Surfaces	Each	13.13	5.25
TOTAL				104.44

Smart Business Products Option 1

Item Number	Description	Quantity	Catalog Price	Price with Discount Applied
AVEST11-10BK	Avery See-Thru Presentation Binders-1" Black	Each	6.95	6.95
SAN83074	4-Color Set Dry Erase Markers, Chisel Point	Set of 4	3.99	3.99
AAG7026005	Monthly Classic Planner	Each	9.89	9.89
ROL67032	Uncovered VIP Files 3"x5"	Each	18.99	18.99
FEL22318	Partition Triple File Pocket	Each	39.97	39.97
MMM3500	Clear Super Strength Sure Start Packaging Tape with Dispenser	Roll	4.98	4.98
SWI44401	Black 444 Commercial Desk Stapler	Each	8.49	8.49
FSK94517797	Fiskars 8" Bent Orange-Handle Scissors	Each	13.89	13.89
PIL36102	Pilot Dr. Grip Mechanical Pencil, .5mm Black	Each	5.95	5.95
AVE00166	Permanent Glue Stick, .26 oz	Each	0.69	0.69
SWI74350	Swingline 2-7 Hole Lever Handle Heavy Duty Punch	Each	38.99	38.99
PAP85585	Papermate Flex Grip Stick Pen, Medium Point, Black	Each	1.35	1.35
PIL36100	Dr. Grip Retractable Ballpoint Pen	Each	5.95	5.95
RUB96600	Clear Jumbo Incline Sorter	Each	16.99	16.99
MMMMS201MX	3M Precise Optical Mousing Surfaces	Each	11.39	11.39
TOTAL				188.46

Smart Business Products Option 2

Item Number	Description	Quantity	Catalog Price	Price with Discount Applied
AVEST11-10BK	Avery See-Thru Presentation Binders-1" Black	Each	8.78	4.54
SAN83074	4-Color Set Dry Erase Markers, Chisel Point	Set of 4	6.55	3.44
AAG7026005	Monthly Classic Planner	Each	15.19	7.59
ROL67032	Uncovered VIP Files 3"x5"	Each	23.75	16.20
FEL22318	Partition Triple File Pocket	Each	49.95	35.91
MMM3500	Clear Super Strength Sure Start Packaging Tape with Dispenser	Roll	6.75	3.67

SWI44401	Black 444 Commercial Desk Stapler	Each	25.95	14.76
FSK94517797	Fiskars 8" Bent Orange-Handle Scissors	Each	15.30	7.31
PIL36102	Pilot Dr. Grip Mechanical Pencil, .5mm Black	Each	9.29	5.58
AVE00166	Permanent Glue Stick, .26 oz	Each	0.95	0.38
SWI74350	Swingline 2-7 Hole Lever Handle Heavy Duty Punch	Each	52.49	34.82
PAP85585	Papermate Flex Grip Stick Pen, Medium Point, Black	Each	1.40	0.88
PIL36100	Dr. Grip Retractable Ballpoint Pen	Each	9.29	5.86
RUB96600	Clear Jumbo Incline Sorter	Each	19.99	14.37
MMMMS201MX	3M Precise Optical Mousing Surfaces	Each	13.13	9.15
TOTAL				164.46

Office Depot

Item Number	Description	Quantity	Catalog Price	Price with Discount Applied
AVEST11-10BK	Avery See-Thru Presentation Binders-1" Black	Each	8.78	5.71
SAN83074	4-Color Set Dry Erase Markers, Chisel Point	Set of 4	6.55	4.26
AAG7026005	Monthly Classic Planner	Each	15.19	9.87
ROL67032	Uncovered VIP Files 3"x5"	Each	23.75	15.44
FEL22318	Partition Triple File Pocket	Each	49.95	32.47
MMM3500	Clear Super Strength Sure Start Packaging Tape with Dispenser	Roll	6.75	4.39
SWI44401	Black 444 Commercial Desk Stapler	Each	26.62	17.30
FSK94517797	Fiskars 8" Bent Orange-Handle Scissors	Each	15.30	9.95
PIL36102	Pilot Dr. Grip Mechanical Pencil, .5mm Black	Each	9.29	6.04
AVE00166	Permanent Glue Stick, .26 oz	Each	0.95	0.62
SWI74350	Swingline 2-7 Hole Lever Handle Heavy Duty Punch	Each	54.12	35.18
PAP85585	Papermate Flex Grip Stick Pen, Medium Point, Black	Each	1.40	0.91
PIL36100	Dr. Grip Retractable Ballpoint Pen	Each	9.29	6.04
RUB96600	Clear Jumbo Incline Sorter	Each	19.99	12.99
MMMMS201MX	3M Precise Optical Mousing Surfaces	Each	13.13	8.53
TOTAL				169.70

Office Essentials, Inc.

Item Number	Description	Quantity	Catalog Price	Price with Discount Applied
AVEST11-10BK	Avery See-Thru Presentation Binders-1" Black	Each	6.95	6.95

SAN83074	4-Color Set Dry Erase Markers, Chisel Point	Set of 4	4.19	4.19
AAG7026005	Monthly Classic Planner	Each	10.99	10.99
ROL67032	Uncovered VIP Files 3"x5"	Each	19.29	19.29
FEL22318	Partition Triple File Pocket	Each	39.97	39.97
MMM3500	Clear Super Strength Sure Start Packaging Tape with Dispenser	Roll	4.98	4.98
SWI44401	Black 444 Commercial Desk Stapler	Each	8.49	8.49
FSK94517797	Fiskars 8" Bent Orange-Handle Scissors	Each	13.89	13.89
PIL36102	Pilot Dr. Grip Mechanical Pencil, .5mm Black	Each	5.95	5.95
AVE00166	Permanent Glue Stick, .26 oz	Each	0.79	0.79
SWI74350	Swingline 2-7 Hole Lever Handle Heavy Duty Punch	Each	39.99	39.99
PAP85585	Papermate Flex Grip Stick Pen, Medium Point, Black	Each	1.35	1.35
PIL36100	Dr. Grip Retractable Ballpoint Pen	Each	5.95	5.95
RUB96600	Clear Jumbo Incline Sorter	Each	16.99	16.99
MMMMS201MX	3M Precise Optical Mousing Surfaces	Each	11.39	11.39
TOTAL				191.16

**Cost Evaluation Totals**

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OfficeMax	40 Points
Corporate Express	38.09 Points
Smart Business	
Products Option 2	25.40 Points
Office Depot	24.62 Points
Smart Business	
Products Option 1	22.17 Points
Office Essentials	21.85 Points

### **OfficeMax Additional Discounts Available to the County**

OfficeMax will provide a 5% rebate on all Boone County purchases within the first 90 days of the agreement.

#### On-line Ordering Incentive

<u>% Ordered On-line</u>	<u>Rebate %</u>
50-75%	.5% on all Boone County purchases
76-99%	1% on all Boone County purchases
100%	2% on all Boone County purchases

#### Average Order Size Incentive

<u>\$ Order Size</u>	<u>Rebate %</u>
\$150	.5% on all orders reaching this amount
\$151.00-175.00	1% on all orders in this category
\$176.00-up	1.5% on all orders in this category

### **OfficeMax On-Line Ordering and Catalog Capabilities**

Customers with browser access to the Internet can easily create and send orders to OfficeMax. What makes our Internet ordering system stand out in the industry is how easily it can be configured to meet workflow requirements. Ordering rights and restrictions as well as item rights and restrictions can be tailored to the workgroup level. OfficeMax's Internet ordering system offers a full online catalog as well as ordering tools such as templates and EZ Order Forms. Orders are delivered electronically to our EDI gateway for processing, which means there's no re-keying of orders by OfficeMax personnel. The website is secure and encrypted from the time of login to the time of exit for any OfficeMax customer who orders via the Internet. In addition, a secured credit card payment option is offered. OfficeMax uses the latest in Internet security to associate an "alias" with a credit card number if the customer is allowed to pay via a credit card. The use of an "alias" means that a credit card number is not transmitted over the Internet.

### **Office Depot On-Line Ordering and Catalog Capabilities**

We offer on-line ordering capabilities to enhance hassle-free ordering. We offer simple, fast with real-time inventory options, next day delivery on all orders placed by 5:00 p.m. CST. In addition, customized usage reports for your use.

### **Office Depot Specific Catalog Developed with Boone County's Specific Prices**

We offer your company opportunity to support your local economy with utilizing Office Depot's procurement card and/or store purchasing cards without paying retail pricing. Office Depot is located in Columbia, MO and your company could have quick access in an emergency.



### **Smart Business Products On-Line Ordering and Catalog Capabilities**

End users can place orders online, receive e-mail order confirmations and invoices, if they choose. Orders can be held and can order from past history and selected favorites. Standard supply list will be available online for easy ordering. Returns can be initiated online.

### **Smart Business Products Special Catalog with Boone County's Prices**

Smart Business will print and distribute to each office a small price list with pictures on your standard office supply list. We will work with each office to help educate them on ordering from this list.

**OFFICEMAX  
ATTACHMENT B  
EQUIVALENT LIST**

Item #	Product Description	Product SKU	Quantity	Price
1				
2				
3				
4				
5				
6				
7	Battery, AA, Alkaline	L981524PP	24 Pack	8.716
8	Battery, AAA, Alkaline	L98244	4 Pack	2.000
9	File Pocket, Letter, String, Bulk	F1S24E	Each	0.438
10	File Pocket, Expansion, 5.25	F1S34G	Each	0.533
11				
12	Label, Mail, 1x2-5/8, WE	A50M99053	Pack	5.114
13	Label, 2x4, WE	A50M99059	Box	5.114
14	Pen, Stick, Fine, Black	N10M97180	Dozen	0.619
15	Pen, Stick, Medium, Black	N10M97179	Dozen	0.619
16	Pen, Stick, Medium, Red	N10M97177	Dozen	0.619
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31	Tape, Correction, 5MMX10M	A9802	Each	0.773
32	Fluid, Correct, WE, 1/2 oz	A928411	Each	0.362
33	Fluid, Correct, WE, 1/2 oz	A928411	Each	0.362
34	Fluid, Correct, WE, 1/2 oz	A928411	Each	0.362
35	Fluid, Correct, WE, 1/2 oz	A928411	Each	0.362
36				
37				
38				
39				

40	Pen, Stick, Medium, Black	N10M97179	Dozen	0.619
41	Pen, Stick, Medium, Blue	N10M97175	Dozen	0.619
42	Pen, Stick, Fine, Red	N10M97178	Dozen	0.619
43	Pencil, Wood, #2.5, Yellow	N50M97510	Dozen	0.410
44	Pencil, Wood, #2, Yellow	N50M97010	Dozen	0.390
45	Highlighter, Pink, F	N2BL11PK	Each	0.181
46				
47	Note, RMV, 3x3, Yellow	A20M97801	Each	0.200
48	Note, RMV, 2x3, Yellow	A20M97803	Each	0.173
49	Note, RMV, 3x3, Yellow	A20M97801	Each	0.200
50	Note, RMV, 3x5, Yellow	A20M99214	Each	0.282
51	Note, RMV, 4x6, Yellow	A20M97804	Each	0.527
52	Pen, .5MM, Roller, Black	N108451	Each	0.352
53				
54				
55	Pad, Legal, Ruled 5x8	P30M97308	Dozen	4.080
56	Pad, Wide, Ruled 8.5x11	P30M97313	Dozen	5.695
57	Pad, Legal, Ruled, 8.5x14	P30M97321	Dozen	9.102
58	Marker, Permanent, Black	N20M97468	Each	0.310
59				
60				
61	Invisible Tape, 3/4x1296	A80M97814	Roll	0.610
62				
63	Paper, 11"	P10M98029	Ream	2.337
64	Paper, 14"	P10M98043	Ream	2.967
65	Paper, 17"	P10M98046	Ream	4.674
66	Paper, 3HP	P10M98045	Ream	2.500
67				
68	Paper, Pastel 20#, 11", Canary	P1MP2201CY	Ream	2.826
69				
70	Paper, Bond, Green, 8.5x11", 20#	P1MP2201GN	Ream	2.826
71	Paper, Pastel, 20#, 8.5x11", Pink	P1MP2201PK	Ream	2.826
72	Paper, Bond, Ivory, 8.5x11", 20#	P1MP22011Y	Ream	2.826
73	Paper, Bond, Gray, 8.5x11", 20#	P1MP2201GY	Ream	2.826

**OFFICE DEPOT  
ATTACHMENT B  
EQUIVALENT LIST**

Item #	Product Description	Product SKU	Quantity	Price
1	Envelope, 4.12x9.5	844-555	500/box	4.55
2	Envelope, 12x15 Clasp	844-761	100/box	6.23
3	Envelope, 6x9 Clasp	844-720	100/box	3.64
4	Envelope, 7.5x10.5 Clasp	341-115	100/box	5.18
5	Envelope, 9x12 Clasp	844-738	100/box	4.04
6	Envelope, 9.5x12.5 Clasp	341-073	100/box	6.05
7	AA Batteries	416-545	8 Pack	5.08
8	AAA Batteries	343-772	4 Pack	2.82
9	3.5 Expansion File	992-701	Each	0.55
10	5.25 Expansion File	992-685	Each	0.63
11	Adding Machine Paper	840-215	Each	0.41
12				
13				
14				
15				
16				
17	Brite-Liner, Yellow Highlighter	528-776	Dozen	5.67
18				
19	Medium Binder Clip	429-431	12/box	0.51
20	Large Binder Clip	308-957	12/box	1.19
21	Small Binder Clip	429-415	12/box	0.21
22	Telephone Message Pads	848-846	Dozen	1.16
23	File Folders - 1/3 Cut, Letter	810-838	100/box	4.19
24	File Folders - 1/3 Cut, Legal	810-846	100/box	5.37
25	Hanging Folder, 1/3 Cut, Letter	810-929	25/box	4.00
26	Hanging Folder, 1/3 Cut, Legal	810-945	25/box	5.11
27	Yellow Highlighter	877-514	Dozen	1.50
28				
29				
30	Interoffice Envelopes - 10x13	844-803	100/box	9.24
31				
32				
33				
34				
35				
36	Permanent Marker	338-195	Dozen	2.40
37				
38	#1 Smooth Paper Clips	429-266	100/box	0.09
39	Jumbo Smooth Paper Clips	429-175	100/box	0.25

40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53	Rubberbands - #19	856-225	bag	0.51
54	Rubberbands - #33	856-333	bag	0.51
55	Pads - 5x8 Canary	307-397	Dozen	2.78
56	Pads - 8.5x11 Canary	305-706	Dozen	4.51
57				
58				
59	Standard Staples	749-601	5000/box	0.33
60	Steno Pad, Gregg Rule	307-389	Dozen	6.11
61				
62	Message Important Phone Pad	848-846	Dozen	1.12
63				
64				
65				
66				
67	Paper-8.5x11 24lb White Paper	805-218	10 m/ctn	45.30
68	Paper-8.5x11 Yellow 20lb	345-660	ream	2.97
69	Paper-8.5x11 Lt. Blue 20lb	345-637	ream	2.97
70	Paper-8.5x11 Green 20lb	345-645	ream	2.97
71	Paper-8.5x11 Pink 20lb	345-652	ream	2.97
72	Paper-8.5x11 Ivory 20lb	345-694	ream	2.97
73	Paper-8.5x11 Gray 20lb	345-702	ream	2.97

**CORPORATE EXPRESS  
ATTACHMENT B  
EQUIVALENT LIST**

Item #	Product Description	Product SKU	Quantity	Price
1	4 1/8 x 9 1/2 #10 Plain Envelopes	CEB03333	500/box	3.03
2	28 lb Clasp Envelopes 12 x 15.5	CEB03314	100/box	4.54
3	28 lb Clasp Envelopes 6 x 9	CEB00307	100/box	2.14
4	28 lb Clasp Envelopes 7.5 x 10.5	CEB03309	100/box	2.81
5	28 lb Clasp Envelopes 9 x 12	CEB00310	100/box	2.58
6	28 lb Clasp Envelopes 9.5 x 12.5	CEB03311	100/box	3.17
7	AA Batteries	EVEA91BP8	8 Pack	2.13
8	AAA Batteries	EVEA92BP4	4 Pack	1.07
9	Accordion File – 3.5" Expansion	CEB03416	50/box	12.53
10	Accordion File – 5.25" Expansion	CEB03420	50/box	14.42
11	Adding Machine Tape 2.25" Wide	CEB20212	1 roll	0.13
12	1 x 2 5/8 White Laser Printer Labels	EXP00516	100 sheets/box	4.05
13	2 x 4 White Laser Printer Labels	EXP00519	100 sheets/box	4.05
14	Ballpoint, Fine-Black	EXP50013	Dozen	0.38
15	Ballpoint, Med-Black	EXP50010	Dozen	0.38
16	Ballpoint, Med-Red	EXP50012	Dozen	0.38
17	Fluorescent Yellow Highlighter	CEB50122	Each	0.11
18	Fluorescent Pink Highlighter	CEB5115	Each	0.11
19	Binder Clips, 1.25"	DPS90001	Dozen	0.21
20	Binder Clips, 2"	DPS90002	Dozen	0.61
21	Binder Clips, 3/4"	DPS90000	Dozen	0.09
22	Carbonless Telephone Message Book-2 3/4" x 5" Form	TOP4003	400 sheets/bk	1.22
23	File Folders – 1/3 cut – Letter Size	CEB03423	100/box	2.79
24	File Folders – 1/3 cut – Legal Size	CEB03422	100/box	3.64
25	Hanging Folders – 1/3 cut – Letter Size	CEB03409	25/box	2.58
26	Hanging Folders – 1/3 cut - Legal Size	CEB03439	25/box	3.27
27	Hi-Liter, Florescent Yellow	EXP50040	Each	0.09
28	Index Cards, White 3 x 5 Ruled	ESS31	100/pack	0.19
29	Index Cards, White 5 x 8 Ruled	ESS51	100/pack	0.60
30	Interoffice String, Button Envelopes 10 x 13	CEB03329	100/box	5.69
31	Dryline Grip Correction Tape	CEB40140	Each	0.66
32	Liquid Paper, For Copies	EXP40001	Each	0.18
33				
34				
35				
36	Black Permanent Marker	CEB50090	Each	0.11
37	Red Permanent Marker	CEB50881	Each	0.11
38	Paper Clips, #1 Smooth Finish	DPS40020	100/box	0.04

39	Paper Clips, Jumbo Smooth Finish	DPS40021	100/box	0.13
40	Pen, med point-Black	EXP50010	Dozen	0.39
41	Pen, med point-Blue	EXP50011	Dozen	0.39
42	Pen, Fine point-Red	EXP50015	Dozen	0.39
43	Pencils, Medium-Firm	EXP512133	Dozen	0.22
44	Pencils, Medium-Soft	EXP512132	Dozen	0.22
45	Pocket Accent, Pink	EXP51101	Each	0.08
46	Pop-up Post it Notes 3 x 3 – Canary Yellow	CEBP3X3YW	Each	0.26
47				
48	Post it Notes 2 x 3 – Canary Yellow	EXP2X3YW	12/pack	2.10
49	Post it Notes 3 x 3 – Canary Yellow	EXP3X3YW	12/pack	1.46
50	Post it Notes 3 x 5 – Canary Yellow	EXP3X5YW	12/pack	2.31
51	Post it Notes 4 x 6 – Canary Yellow – Ruled	EXP4X6YW	12/pack	4.37
52	Rollerball Pen– Blk, extra fine point	EXP50000	Each	0.10
53	Rubber Bands #19	EXP00615	1/4lb/bag	0.16
54	Rubber Bands #33	EXP00617	1/4lb/bag	0.16
55	Ruled Pads 5 x 8 Canary	EXP61429	Dozen	1.70
56	Ruled Pads 8.5 x 11.75 Canary	EXP11429	Dozen	2.88
57	Ruled Pads 8.5 x 14 Canary	EXP21429	Dozen	3.66
58	Permanent Marker-Black	CEB50090	Each	0.11
59	Standard Staples	DPS40022	5000/box	0.20
60	Steno book-60 sheets/book, Gregg Ruling	EXP20000	Each	0.25
61	Tape 1" Core – 3/4" x 1296"	CEB34X36	Roll	0.57
62	Message Pad-Pink	TOP3002P	Dozen	0.82
63	8 ½" x 11" 20lb White Paper	CEB8511	Carton	21.90
64	8 ½" x 14" 20 lb White Paper	CEB8514	Carton	28.00
65	11" x 17" 20lb White Paper	CEB1117	Carton	21.90
66	8 ½" x 11" 20lb 3 Hole Punched White Paper	CEB8511P	Carton	23.20
67	8 ½" x 11" 24lb White Paper	CEG8511LAS	Carton	37.00
68	8 ½" x 11" 20lb Canary Yellow Paper	CEB8511CAN	Ream	2.69
69	8 ½" x 11" 20lb Blue Paper	CEB8511BLU	Ream	2.69
70	8 ½" x 11" 20lb Green Paper	CEB8511GRE	Ream	2.69
71	8 ½" x 11" 20lb Pink Paper	CEB8511PIN	Ream	2.69
72	8 ½" x 11" 20lb Ivory Paper	CEB8511IVO	Ream	2.69
73	8 ½" x 11" 20lb Gray Paper	CEB8511GRY	Ream	2.69

**SMART BUSINESS PRODUCTS-OPTION 1  
ATTACHMENT B  
EQUIVALENT LIST**

Item #	Product Description	Product SKU	Quantity	Price
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12	1" x 2 5/8" White Labels	UNV80102	100 sheets/box	8.22
13	2" x 4" White Laser Labels	UNV80107	100 sheets/box	8.55
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35	All purpose Correction Fluid	UNV75407	Each	0.59
36				
37				
38				
39				



40	Medium Black Stick Pen	UNV27410	Dozen	0.74
41	Medium Blue Stick Pen	UNV27411	Dozen	0.74
42	Fine Red Stick Pen	UNV27422	Dozen	0.74
43	Medium-Firm Pencil	UNV55525	Dozen	0.76
44	Medium-Soft Pencil	UNV55400	Dozen	0.45
45	Pink Pocket Highlighter	UNV08855	Each	0.42
46	3x3 Pop-up Yellow Note	UNV35664	12/pack	6.01
47	1.5x2 Yellow Post-It	UNV35662	12/pack	1.37
48	2x3 Yellow Post-It	UNV35665	12/pack	3.47
49	3x3 Yellow Post-It	UNV35668	12/pack	3.20
50	3x5 Yellow Post-It	UNV35672	12/pack	4.80
51	4x6 Yellow Ruled Post-It	UNV35673	12/pack	10.53
52				
53				
54				
55				
56				
57				
58				
59				
60				
61	3/4" Magic Tape	UNV83436	roll	0.72
62				
63	8.5x11 White Copy Paper	UNV21200	10 reams/ctn	24.00
64	8.5x14 White Copy Paper	UNV24200	10 reams/ctn	49.50
65	11x17 White Copy Paper	UNV28110	5 reams/ctn	50.00
66	8.5x11 3HP White Copy Paper	UNV28230	10 reams/ctn	38.72
67	8.5x11 24lb White Copy Paper	HPG103283	10 reams/ctn	48.72
68				
69				
70				
71				
72				
73				

Prices Reviewed Quarterly

**SMART BUSINESS PRODUCTS-OPTION 2  
ATTACHMENT B  
EQUIVALENT LIST**

Item #	Product Description	Product SKU	Quantity	Price
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12	1" x 2 5/8" White Labels	UNV80102	100 sheets/box	8.22
13	2" x 4" White Laser Labels	UNV80107	100 sheets/box	8.55
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35	All purpose Correction Fluid	UNV75407	Each	0.59
36				
37				
38				
39				

40	Medium Black Stick Pen	UNV27410	Dozen	0.74
41	Medium Blue Stick Pen	UNV27411	Dozen	0.74
42	Fine Red Stick Pen	UNV27422	Dozen	0.74
43	Medium-Firm Pencil	UNV55525	Dozen	0.76
44	Medium-Soft Pencil	UNV55400	Dozen	0.45
45	Pink Pocket Highlighter	UNV08855	Each	0.42
46	3x3 Pop-up Yellow Note	UNV35664	12/pack	6.01
47	1.5x2 Yellow Post-It	UNV35662	12/pack	1.37
48	2x3 Yellow Post-It	UNV35665	12/pack	3.47
49	3x3 Yellow Post-It	UNV35668	12/pack	3.20
50	3x5 Yellow Post-It	UNV35672	12/pack	4.80
51	4x6 Yellow Ruled Post-It	UNV35673	12/pack	10.53
52				
53				
54				
55				
56				
57				
58				
59				
60				
61	3/4" Magic Tape	UNV83436	roll	0.72
62				
63	8.5x11 White Copy Paper	UNV21200	10 reams/ctn	24.00
64	8.5x14 White Copy Paper	UNV24200	10 reams/ctn	49.55
65	11x17 White Copy Paper	UNV28110	5 reams/ctn	31.18
66	8.5x11 3HP White Copy Paper	UNV28230	10 reams/ctn	33.72
67	8.5x11 24lb White Copy Paper	HPG103283	10 reams/ctn	48.72
68				
69				
70				
71				
72				
73				

Prices Reviewed Quarterly

**SMART BUSINESS PRODUCTS****Category Discounts****OPTION 2**

<b>Category #</b>	<b>Category Description</b>	<b>Year 1 Discount off Catalog Prices (%)</b>
1	Adhesives, Cements, Glue	60.00%
2	Self-Adhesive Notes, Tape Flags	47.69%
3	Coin Boxes, Banking Supplies	78.00%
4	Labels, Label Makers, Tags, Badges	39.35%
5	Rubberbands	57.00%
6	Tapes, Dispensers	45.58%
7	Correction Fluid, Rubber Finger	49.00%
8	Reference Books & Dictionaries	60.00%
9	Ergonomic Accessories	75.00%
10	File Folders (Top Tab)	45.76%
11	Filing Guides, Filing Sorters	38.15%
12	Index Cards, Printable Cards	77.00%
13	Business Card Files, Address Book	31.81%
14	Hanging Folders, File Organizers	42.86%
15	Box/Arch Files, Clipboards	78.00%
16	File Folders (End Tab)	33.99%
17	Attaches, Portfolios, Cases	47.00%
18	Staplers, Staples, Tackers	43.14%
19	Punches	33.66%
20	Shears, Knives, Letter Openers	52.19%
21	Clips, Clamps, Tacks, Fasteners	58.35%
22	Drafting, Art Supplies, Rulers	67.00%
23	Boards, Easels	31.17%
24	Desk Pads, Motivational Items	39.51%
25	Desk Accessories, Key Control	28.11%
26	Lamps	58.00%
27	Shredders	29.29%
28	Presentation Products	38.42%
29	Binders, Report Covers, Laminating	48.28%
30	Indexes and Tabs	40.03%
31	Catalog Racks	80.00%
32	Data Binders & Supplies	77.00%
33	Aircleaners, Fans, Heaters	50.00%
34	Electronic Organizers & PDA's	78.00%
35	Ballpoint, Rolling, Stylus Pens	36.93%
36	Markers, Highlighters	47.42%
37	Pencil Sharpeners	77.00%
38	Pencils-Automatic	39.93%

39	Pencils-Woodcase	56.78%
40	Erasers-Pencil & Chalkboard	41.99%
41	Envelopes	48.24%
42	Pads, Notebooks, Forms, Account Books	48.89%
43	Add, Calculator, Fax Paper Rolls	70.00%
44	Storage Boxes	47.29%
45	Shipping & Mailroom Supplies	24.85%
46	Stamps, Daters, Number Machines	33.75%
47	Stamp Pads, Racks, Inks	60.00%
48	Printer Supplies	18.00%
49	Ribbons	36.51%
50	Computer Accessories	30.31%
51	Diskettes, Data Media/Storage	25.05%
52	Surge, Wire, Mice	45.00%
53	Cutting Board, Carton Openers	78.00%
54	Postal Scales	78.00%
55	Average Total Discount	50.04%

# BID TABULATION

## 05-11JAN05 -Office Supplies Term & Supply

		Office Essentials, Inc.	OfficeMax	Smart Business Products-Option One	Smart Business Products-Option Two	Corporate Express	Office Depot
4.7.	<b>DISCOUNTS</b>						
4.7.1.	<b>CATALOG DISCOUNT FOR OFFICE SUPPLIES OFFERED BUT NOT INCLUDING THOSE ITEMS ON THE STANDARD OFFICE SUPPLY PRICING</b>						
	<b>Catalog Discount Offered %</b>	20-80%	60% DFL	20-80% Net Priced Catalog	25-80% See Attached List - Avg 50.04%	58%	35%
	<b>Catalog Publisher</b>	United Stationers	OfficeMax	United Stationers	United Stationers	Corporate Express	Office Depot
4.7.2.	<b>Other catalog discounts available for items costing more than \$150.00 each, including:</b>						
	<b>Office Furniture and Equipment %</b>	20-40%	45% DFL	20-40%	40%	50%	25%
	<b>Office Machines %</b>	10-25%	40% DFL	10-25%	25%	5-10%	10%
	<b>Art/Drafting Supplies %</b>	25-40%	45% DFL	10-40%	40%	50%	30%
	<b>Custom Items %</b>	Quoted	25% DFL	Quoted Per Order	10+ Quoted on a per order basis	50%	30%
4.7.3.	<b>Maximum Percentage Increase ON THE STANDARD SUPPLY LIST ONLY for each potential renewal period:</b>						
	<b>% 1<sup>st</sup> Renewal Period</b>	2%	4%	2%	2%	3	0
	<b>% 2<sup>nd</sup> Renewal Period</b>	3%	4%	3%	3%	3	0
	<b>% 3<sup>rd</sup> Renewal Period</b>	3%	4%	3%	3%	3	0
	<b>% 4<sup>th</sup> Renewal Period</b>	3%	4%	3%	3%	3	0
4.7.5.	<b>Describe any other discounts available to the County including any discount(s) for payment by procurement card:</b>	None	See Attached Sheet	None	None	See Attachments	None Attached
4.7.6.	<b>Describe online ordering and catalog capabilities:</b>	Full Catalog Available for On-line Ordering	See Attached Sheet	See Attached Sheet	See Attached Sheet	E-Way Catalog	See Attached Sheet
4.7.7.	<b>Describe any special catalog that might be developed with Boone County's specific prices:</b>	A comprehensive full-line catalog has been prepared with Boone County prices (see enclosed)	Core item catalog can be developed upon County request	See Attached Sheet	See Attached Sheet	E-Way provides a customized product catalog specific to needs.	See Attached Sheet
4.9.	<b>Co-op</b>	Yes	Yes	Yes	Yes	Yes	Yes

# BID TABULATION

## 05-11JAN05 -Office Supplies Term & Supply

ATTACHMENT A			Office Essentials, Inc.		OfficeMax		Smart Business Products-Option One		Smart Business Products-Option Two		Corporate Express		Office Depot	
STANDARD OFFICE SUPPLY LIST														
Item #	Product Description	Product SKU	Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
1	4 1/8 x 9 1/2 #10 Plain Envelopes	UNV 35210	500/box	1.90	500/box	5.832	500/box	4.89	500/box	4.89	500/box	3.03	500/box	4.55
2	28 lb Clasp Envelopes 12 x 15.5	UNV 35270	100/box	2.89	100/box	8.705	100/box	9.87	100/box	9.87	100/box	4.54	100/box	6.23
3	28 lb Clasp Envelopes 6 x 9	UNV 35260	100/box	2.79	100/box	4.126	100/box	4.57	100/box	4.57	100/box	2.14	100/box	3.64
4	28 lb Clasp Envelopes 7.5 x 10.5	UNV 35262	100/box	2.64	100/box	5.337	100/box	6.21	100/box	6.21	100/box	2.81	100/box	5.18
5	28 lb Clasp Envelopes 9 x 12	UNV 35264	100/box	2.90	100/box	4.947	100/box	5.21	100/box	5.21	100/box	2.58	100/box	4.04
6	28 lb Clasp Envelopes 9.5 x 12.5	UNV 35265	100/box	2.70	100/box	6.147	100/box	6.53	100/box	6.53	100/box	3.17	100/box	6.05
7	AA Batteries	DUR MN1500B8Z	8/pkg	2.29	8/pkg	4.821	8/pkg	6.47	8/pkg	6.47	8/pkg	3.05	8/pkg	5.08
8	AAA Batteries	DUR MN2400B4Z	4/pkg	1.20	4/pkg	2.411	4/pkg	3.47	4/pkg	3.47	4/pkg	1.61	4/pkg	2.82
9	Accordion File -- 3.5" Expansion	UNV 15343	25/box	6.90	25/box	13.743	25/box	16.58	25/box	16.58	25/box	6.25	25/box	0.55
10	Accordion File -- 5.25" Expansion	UNV 15262	10/box	3.10	10/box	6.314	10/box	6.84	10/box	6.84	10/box	2.88	10/box	0.63
11	Adding Machine Tape 2.25" Wide	UNV 35720	3/pkg	1.10	3/pkg	0.295	3/pkg	2.81	3/pkg	2.81	3/pkg	0.39	3/pkg	0.41
12	Avery 1 x 2 5/8 White Laser Printer Labels	AVE 5160	100 sheets/box	19.90	100 sheets/box	17.476	100 sheets/box	22.88	100 sheets/box	22.88	100 sheets/box	11.84	100 sheets/box	15.50
13	Avery 2 x 4 White Laser Printer Labels	AVE 5163	100 sheets/box	20.20	100 sheets/box	18.000	100 sheets/box	24.46	100 sheets/box	24.46	100 sheets/box	12.19	100 sheets/box	15.96
14	Bic Ballpoint, Fine-Black	BIC GSF11BK	1 dozen	0.12	1 dozen	0.848	1 dozen	1.19	1 dozen	1.19	1 dozen	0.51	1 dozen	0.94
15	Bic Ballpoint, Med-Black	BIC GSM11BK	1 dozen	0.12	1 dozen	0.848	1 dozen	1.19	1 dozen	1.19	1 dozen	0.51	1 dozen	0.94
16	Bic Ballpoint, Med-Red	BIC GSM11RD	1 dozen	0.12	1 dozen	0.848	1 dozen	1.19	1 dozen	1.19	1 dozen	0.51	1 dozen	0.94
17	Bic Brite-Liner, Fluorescent Yellow	BIC GBL11YW	12/box	0.28	12/box	0.286	12/box	0.46	12/box	0.46	12/box	2.76	12/box	5.67
18	Bic Brite-Liner, Fluorescent Pink	BIC GBL11PK	12/box	0.28	12/box	0.286	12/box	0.46	12/box	0.46	12/box	2.76	12/box	5.67
19	Binder Clips, 1.25"	UNV 10210	12/box	0.12	12/box	0.298	12/box	0.44	12/box	0.44	12/box	0.21	12/box	0.51

# BID TABULATION

## 05-11JAN05 -Office Supplies Term & Supply

			Office Essentials, Inc.		OfficeMax		Smart Business Products-Option One		Smart Business Products-Option Two		Corporate Express		Office Depot	
20	Binder Clips, 2"	UNV 10220	12/box	0.60	12/box	0.825	12/box	1.10	12/box	1.10	12/box	0.61	12/box	1.19
21	Binder Clips, 3/4"	UNV 10200	12/box	0.06	12/box	0.135	12/box	0.19	12/box	0.19	12/box	0.09	12/box	0.21
22	Carbonless Telephone Message Book- 2 3/4" x 5" Form	UNV 48003	400sets/book	0.88	400sets/book	2.105	400sets/book	2.61	400sets/book	2.61	400sets/book	1.22	400sets/book	1.16
23	File Folders – 1/3 cut – Letter Size	UNV 12113	100/box	1.18	100/box	5.410	100/box	4.47	100/box	4.47	100/box	2.79	100/box	4.19
24	File Folders – 1/3 cut – Legal Size	UNV 15113	100/box	2.18	100/box	7.029	100/box	7.47	100/box	7.47	100/box	3.64	100/box	5.37
25	Hanging Folders – 1/3 cut – Letter Size	UNV 14113	25/box	2.19	25/box	4.667	25/box	5.45	25/box	5.45	25/box	2.58	25/box	4.00
26	Hanging Folders – 1/3 cut - Legal Size	UNV 14213	25/box	2.19	25/box	5.800	25/box	7.69	25/box	7.69	25/box	3.27	25/box	5.11
27	Hi-Liter, Florescent Yellow	UNV 08861	1 each	0.06	1 each	0.095	1 each	0.25	1 each	0.25	1 each	0.09	1 each	1.50
28	Index Cards, White 3 x 5 Ruled	UNV 47210	100/pkg	0.03	100/pkg	0.336	100/pkg	0.38	100/pkg	0.38	100/pkg	0.19	100/pkg	0.44
29	Index Cards, White 5 x 8 Ruled	UNV 47250	100/pkg	0.03	100/pkg	0.935	100/pkg	1.06	100/pkg	1.06	100/pkg	0.6	100/pkg	1.34
30	Interoffice String, Button Envelopes 10 x 13	UNV 63568	100/box	8.60	100/box	12.211	100/box	11.47	100/box	11.47	100/box	5.69	100/box	9.24
31	Dryline Grip Correction Tape	PAP 06604	1 each	0.26	1 each	1.629	1 each	2.15	1 each	2.15	1 each	0.89	1 each	1.72
32	Liquid Paper, For Copies	PAP 71001	1 each	0.19	1 each	0.705	1 each	1.12	1 each	1.12	1 each	0.42	1 each	0.91
33	Liquid Paper, Smooth Coverage	PAP 56301	1 each	0.16	1 each	0.571	1 each	1.19	1 each	1.19	1 each	0.31	1 each	8.23
34	Liquid Paper, Pen/Ink	PAP 74701	1 each	0.16	1 each	0.705	1 each	1.14	1 each	1.14	1 each	0.41	1 each	0.91
35	Liquid Paper, Fast Dry	PAP 56401	1 each	0.19	1 each	0.571	1 each	0.90	1 each	0.90	1 each	0.41	1 each	8.23
36	Black Permanent Marker	UNV 07051	1 each	0.03	1 each	0.114	1 each	0.17	1 each	0.17	1 each	0.11	1 each	2.40
37	Red Permanent Marker	UNV 07052	1 each	0.03	1 each	0.114	1 each	0.17	1 each	0.17	1 each	0.11	1 each	1.72
38	Paper Clips, #1 Smooth Finish	UNV 72210	100/box	0.01	100/box	0.914	100/box	0.05	100/box	0.05	100/box	0.04	100/box	0.09
39	Paper Clips, Jumbo Smooth Finish	UNV 72220	100/box	0.05	100/box	2.800	100/box	0.25	100/box	0.25	100/box	0.13	100/box	0.25
40	Papermate Pen, med point-Black	PAP 33311	1 dozen	0.16	1 dozen	0.752	1 dozen	1.14	1 dozen	1.14	1 dozen	0.40	1 dozen	0.86
41	Papermate Pen, med point-Blue	PAP 33111	1 dozen	0.16	1 dozen	0.752	1 dozen	1.14	1 dozen	1.14	1 dozen	0.40	1 dozen	0.86
42	Papermate Pen, Fine point-Red	PAP 33711	1 dozen	0.16	1 dozen	0.752	1 dozen	1.14	1 dozen	1.14	1 dozen	0.40	1 dozen	0.86
43	Pencils, Medium-Firm	SAN 12133	1 dozen	0.10	1 dozen	0.571	1 dozen	1.35	1 dozen	1.35	1 dozen	0.27	1 dozen	0.60
44	Pencils, Medium-Soft	SAN 12132	1 dozen	0.10	1 dozen	0.571	1 dozen	1.35	1 dozen	1.35	1 dozen	0.27	1 dozen	3.37
45	Pocket Accent, Pink	SAN 27009	1 each	0.10	1 each	0.324	1 each	0.42	1 each	0.42	1 each	0.17	1 each	0.33
46	Pop-up Post it Notes 3 x 3 – Canary Yellow	MMM-R330YW	1 pad	0.60	1 pad	0.609	1 pad	0.79	1 pad	0.79	1 pad	0.34	1 pad	6.76



# BID TABULATION

## 05-11JAN05 -Office Supplies Term & Supply

		Office Essentials, Inc.	OfficeMax	Smart Business Products-Option One	Smart Business Products-Option Two	Corporate Express	Office Depot							
47	Post It Notes 1.5 x 2 - Canary Yellow	MMM 635-YW	12/pkg	2.20	12/pkg	2,918	12/pkg	3.71	12/pkg	3.71	12/pkg	6.61	12/pkg	4.23
48	Post It Notes 2 x 3 - Canary Yellow	MMM 656-YW	12/pkg	2.20	12/pkg	5,127	12/pkg	6.63	12/pkg	6.63	12/pkg	3.35	12/pkg	5.27
49	Post It Notes 3 x 3 - Canary Yellow	MMM 654-YW	12/pkg	2.40	12/pkg	0.564	12/pkg	10.26	12/pkg	10.26	12/pkg	4.65	12/pkg	7.10
50	Post It Notes 3 x 5 - Canary Yellow	MMM 655-YW	12/pkg	3.20	12/pkg	0.755	12/pkg	11.57	12/pkg	11.57	12/pkg	6.23	12/pkg	9.43
51	Post It Notes 4 x 6 - Canary Yellow - Ruled	MMM 660-YW	12/pkg	4.30	12/pkg	1.173	12/pkg	17.79	12/pkg	17.79	12/pkg	9.69	12/pkg	1.50
52	Precise VS Liquid Ink Rollerball - Blk, extra fine point	PL 36334	1 each	0.32	1 each	0.781	1 each	1.30	1 each	1.30	1 each	0.41	1 each	10.14
53	Rubber Bands #19	UNV 00419	1/4 lb/box	0.09	1/4 lb/box	0.225	1/4 lb/box	0.70	1/4 lb/box	0.70	1/4 lb/box	0.15	1/4 lb/box	0.51
54	Rubber Bands #33	UNV 00433	1/4 lb/box	0.09	1/4 lb/box	0.225	1/4 lb/box	0.70	1/4 lb/box	0.70	1/4 lb/box	0.15	1/4 lb/box	0.51
55	Ruled Pads 5 x 8 Canary	UNV 46200	1 dozen	1.16	1 dozen	4.552	1 dozen	4.12	1 dozen	4.12	1 dozen	1.70	1 dozen	2.78
56	Ruled Pads 8.5 x 11.75 Canary	UNV 10630	1 dozen	3.88	1 dozen	6.528	1 dozen	6.75	1 dozen	6.75	1 dozen	2.88	1 dozen	4.51
57	Ruled Pads 8.5 x 14 Canary	UNV 40000	1 dozen	2.88	1 dozen	9.102	1 dozen	8.99	1 dozen	8.99	1 dozen	3.66	1 dozen	5.71
58	Shaple Permanent Marker-Black	SAN 30001	1 each	0.46	1 each	0.457	1 each	0.55	1 each	0.55	1 each	0.27	1 each	5.36
59	Standard Staples	UNV 79000	5000/box	0.12	5000/box	0.327	5000/box	0.46	5000/box	0.46	5000/box	0.20	5000/box	0.33
60	Steno book-60 sheets/book, Gregg Ruling	UNV 76620	1 each	0.18	1 each	0.654	1 each	0.82	1 each	0.82	1 each	0.25	1 each	6.11
61	Magie Tape 1" Core - 3/4" x 1296"	MMM 8103412	1 roll	0.29	1 roll	1.467	1 roll	1.75	1 roll	1.75	1 roll	0.25	1 roll	1.46
62	Important Message Pad-Pink	UNV 48023	12 pads/pkg	0.10	12 pads/pkg	1.737	12 pads/pkg	1.65	12 pads/pkg	1.65	12 pads/pkg	0.82	12 pads/pkg	1.12
63	8 1/2 x 11" 20lb White Paper	XER-3R2047	10 reams/cdn	21.90	10 reams/cdn	26.740	10 reams/cdn	55.27	10 reams/cdn	55.27	10 reams/cdn	27.60	10 reams/cdn	23.05
64	8 1/2 x 14" 20 lb White Paper	XER-3R2051	10 reams/cdn	29.90	10 reams/cdn	34.510	10 reams/cdn	67.40	10 reams/cdn	67.40	10 reams/cdn	33.80	10 reams/cdn	31.30
65	11" x 17" 20lb White Paper	XER-3R3761	5 reams/cdn	22.90	5 reams/cdn	26.740	5 reams/cdn	48.50	5 reams/cdn	48.50	5 reams/cdn	27.25	5 reams/cdn	24.12
66	8 1/2 x 11" 20lb 3 Hole Punched White Paper	XER-3R2841	10 reams/cdn	24.60	10 reams/cdn	28.480	10 reams/cdn	57.54	10 reams/cdn	57.54	10 reams/cdn	29.30	10 reams/cdn	25.50
67	8 1/2 x 11" 24lb White Paper	XER-3R11380	10 reams/cdn	48.60	10 reams/cdn	62.170	10 reams/cdn	98.60	10 reams/cdn	98.60	10 reams/cdn	56.20	10 reams/cdn	45.30
68	8 1/2 x 11" 20lb Canary Yellow Paper	UNV 11201	1 ream	2.80	1 ream	2.989	1 ream	3.86	1 ream	3.86	1 ream	2.69	1 ream	2.97
69	8 1/2 x 11" 20lb Blue Paper	UNV 11202	1 ream	2.80	1 ream	2.826	1 ream	3.86	1 ream	3.86	1 ream	2.69	1 ream	2.97
70	8 1/2 x 11" 20lb Green Paper	UNV 11203	1 ream	2.80	1 ream	2.989	1 ream	3.86	1 ream	3.86	1 ream	2.69	1 ream	2.97
71	8 1/2 x 11" 20lb Pink Paper	UNV 11204	1 ream	2.80	1 ream	2.989	1 ream	3.86	1 ream	3.86	1 ream	2.69	1 ream	2.97
72	8 1/2 x 11" 20lb Ivory Paper	UNV 11208	1 ream	2.80	1 ream	2.989	1 ream	3.86	1 ream	3.86	1 ream	2.69	1 ream	2.97

# BID TABULATION

## 05-11JAN05 -Office Supplies Term & Supply

			Office Essentials, Inc.	OfficeMax	Smart Business Products-Option One	Smart Business Products-Option Two	Corporate Express	Office Depot						
73	8 1/2" x 11" 20lb Gray Paper	UNV 11209	1 ream	2.80	1 ream	2.989	1 ream	3.86	1 ream	3.86	1 ream	2.69	1 ream	2.97
TOTAL	Unit Total			280.58		386.573		610.55		610.55		321.15		390.32
	1st Renewal Period Total			286.19		402.04		622.76		622.76		330.78		390.32
	2nd Renewal Period Total			294.78		418.12		641.44		641.44		340.7		390.32
	3rd Renewal Period Total			303.62		434.84		660.68		660.68		350.92		390.32
	4th Renewal Period Total			312.73		452.23		680.50		680.50		361.45		390.32
	Standard Office Supply List Grand Total			1477.90		2093.80		3215.93		3215.93		1705.00		1951.60

No Bid

Prices Reviewed Quarterly

EBE, Inc.  
Missouri Office Systems &  
Supplies, Inc.  
KOPI

Standard Office Supply List Cost Evaluation Point Totals  
Office Essentials - 60  
Corporate Express - 52.01  
Office Depot - 45.44  
OfficeMax - 42.35  
Smart Business Products Option 1 - 27.58  
Smart Business Products Option 2 - 27.58

**PURCHASE AGREEMENT  
FOR  
OFFICE SUPPLIES TERM AND SUPPLY**

**THIS AGREEMENT** dated the 10 day of FEB 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Corporate Express, herein "Contractor".

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Office Supplies Term and Supply**, County of Boone Request for Bid, bid number **05-11JAN05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Attachments A & B, and the Standard Terms and Conditions, as well as the Contractor's bid response dated January 11, 2005 and executed by Carl Bentlage, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Attachments A & B, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on Date of Award and extend through December 31, 2005 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in sections 4.7.1. through 4.7.3. as well as Attachments A & B, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

**4. Delivery** - Contractor agrees to deliver the items as specified in the bid specifications and as requested by the County.

**5. Billing and Payment** - All billing shall be invoiced to the individual departments as stated in the bid specifications and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

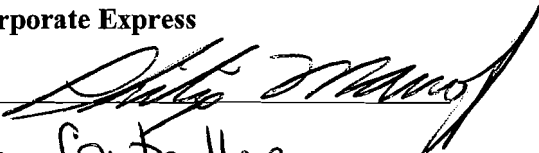
**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

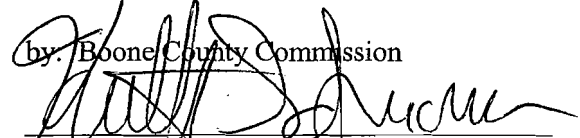
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

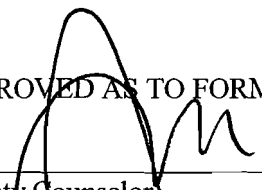
**Corporate Express**

by   
 title Controller  
 address 1834 Walton Rd  
St. Louis, MO 63114

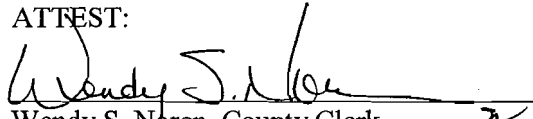
**BOONE COUNTY, MISSOURI**

by Boone County Commission  
  
 Keith Schnafre, Presiding Commissioner

APPROVED AS TO FORM:

  
 County Counselor

ATTEST:

  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Term & Supply

Term & Supply - No Encumbrance Required KF 2/3/05  
 Signature \_\_\_\_\_ Date \_\_\_\_\_ Appropriation Account \_\_\_\_\_

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 05

In the County Commission of said county, on the 10<sup>th</sup> day of February 20 05

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

Now on this day the County Commission of the County of Boone does hereby authorize the Boone County Auditor to zero out the items on the attached Computer Equipment Not Found During Physical Inventory 7/04 list(dated 2/7/2005).

Done this 10<sup>th</sup> day of February, 2005.

Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

ATTEST:

Wendy S. Noren  
Clerk of the County Commission

2/7/2005

Computer Equipment Not Found During Physical Inventory 7/04

Tag	Description	Make / Model	Serial No.	Purchase Amount	Book Value	Purchase Date	Group	Fund Source
6800	Disk Drive	IBM 8550-021	72-8021812	1.00	-	10/9/90	1603	2741
6974	Laser Printer	IBM 4019-E01	11-5010556	980.00	-	1/24/1991	1603	2731
7287	Terminal	IBM 3477	23-BKK02	1,383.00	-	1/9/1992	1603	2780
7807	Modem	IBM Zoom VPV 32	773ZNPV1123	182.60	-	4/14/1993	1603	2731
7810	Modem	IBM VXV-32	813ZNXV7537	201.62	-	4/28/1993	1603	2731
8753	Modem	Multitech MT56DSU2	1304330	495.00	-	8/17/1993	1603	2744
8754	Modem	Multitech MT56DSU2	1304328	495.00	-	8/17/1993	1603	2744
8755	Modem	Multitech MT56DSU2	1304331	495.00	-	8/17/1993	1603	2744
8913	15" Monitor	View Sonic 15"	5242350446	114.00	-	3/16/1995	1603	2784
12552	2X CD-Drive	Compaq Mbay CD-ROM	CT-7244CO47SJS322	75.00	-	12/20/2000	1603	2731
12720	Modem	3COM Office Connect 56K	23X6B39AE63V	179.45	-	10/12/2000	1603	2731
				<u>4,601.67</u>	<u>-</u>			

Non-Capital								
<b>1603</b>	4,601.67		<b>2731</b>	1,618.67				
			<b>2741</b>	1.00				
			<b>2744</b>	1,485.00				
			<b>2780</b>	1,383.00				
			<b>2784</b>	<u>114.00</u>				
				<u>4,601.67</u>				

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 05

In the County Commission of said county, on the 10<sup>th</sup> day of February 20 05

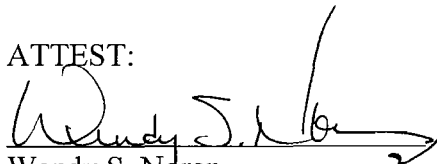
the following, among other proceedings, were had, viz:

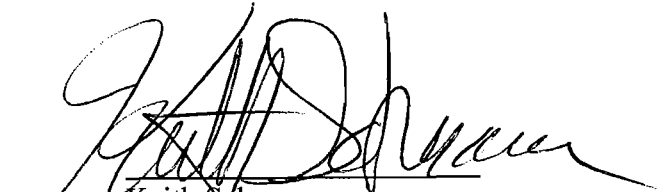
Now on this day the County Commission of the County of Boone does hereby approve the following General Consultant Services Agreements and authorize the Presiding Commissioner to sign said agreements:

- o Bucher, Willis & Ratliff Corp.
- o Butler, Rosenbury & Associates
- o Engineering Surveys and Services, LLC
- o Midwest Engineering and Design
- o Mitzel and Scroggs
- o Poepping, Stone, Bach & Associates, Inc.
- o Project Solutions
- o Shafer, Kline & Warren
- o The Larkin Group
- o Trabue, Hansen & Hinshaw, Inc.
- o Brush and Associates

Done this 10<sup>th</sup> day of February, 2005.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 10 day of FEB, 2005, 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 Butler, Rosenbury & Associates (herein "Consultant").

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

**2005 SCHEDULE OF HOURLY RATES**

Senior Principal	\$180.00
Principal Architect or Engineer	\$150.00
Architect Associate	\$130.00
Architect Manager	\$110.00
Sr. Architect III	\$90.00
Architect III	\$80.00
Architect II	\$75.00
Architect I	\$70.00
Intern Architect III	\$65.00
Intern Architect II	\$60.00
Intern Architect I	\$50.00
Engineer Manager	\$150.00
Engineer III	\$100.00
Engineer II	\$80.00
Engineer Intern	\$65.00
Planner	\$80.00
Landscape Architect III	\$100.00
Landscape Architect II	\$90.00
Landscape Architect I	\$65.00
Interior Designer IV	\$70.00
Interior Designer III	\$65.00
Interior Designer II	\$55.00
Interior Designer I	\$45.00
Technologist III	\$55.00
Technologist II	\$45.00
Technologist I	\$40.00
Administrative III	\$70.00
Administrative II	\$50.00
Administrative I	\$35.00

**2005 SCHEDULE OF REIMBURSABLE EXPENSES**

**REPRODUCTIONS**

Blueline or Blackline Prints:	
18" x 24"	\$0.75 Each
24" x 36"	\$1.00 Each
30" x 42"	\$1.25 Each
Sepia Prints	1.1xDirect Cost
Mylar Prints	1.1xDirect Cost
Photocopies (8.5" x 11" or 8.5" x 14")	\$0.10 Each

**CORRESPONDENCE**

Long Distance Telephone	1.1xDirect Cost
Overnight Mail	1.1xDirect Cost
Courier	1.1xDirect Cost
Postage	1.1xDirect Cost
Long Distance Outgoing Facsimile	1.1xDirect Cost

**TRAVEL**

Out of Town Automobile Mileage	\$0.405 per Mile
Air Travel	1.1xDirect Cost
Out of Town Lodging & Meals	1.1xDirect Cost

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

**BUTLER, ROSENBURY & ASSOCIATES**

By 

Title PRESIDENT

Dated: 12/20/04

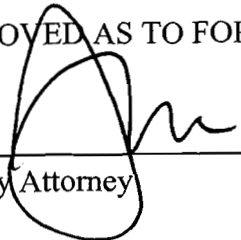
**BOONE COUNTY, MISSOURI**

By 

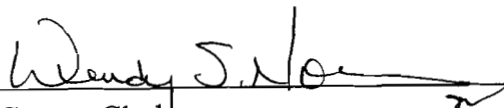
Keith Schnarre, Presiding Commissioner

Dated: 10 FEB 2005

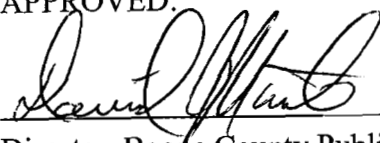
APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Public Works

**CERTIFICATION:**

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

no encumbrance required 2/3/05  
Auditor by/rlk Date

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 10 day of FEB, 2005, 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 Bucher, Willis & Ratliff Corp. (herein "Consultant").

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**BUCHER, WILLIS & RATLIFF CORPORATION**  
**HOURLY RATES**  
**THROUGH DECEMBER 31, 2005**

<u>Classification</u>	<u>Hourly Rate</u>
Principal .....	\$ 180.00
Senior Project Manager .....	\$ 160.00
Project Manager .....	\$ 130.00
Senior Technical Manager.....	\$ 130.00
Senior Engineer .....	\$ 125.00
Design Engineer IV .....	\$ 105.00
Design Engineer III .....	\$ 90.00
Design Engineer II .....	\$ 80.00
Design Engineer I .....	\$ 70.00
Senior Environmental Scientist .....	\$ 115.00
Environmental Scientist III .....	\$ 90.00
Environmental Scientist II .....	\$ 70.00
Environmental Scientist I .....	\$ 60.00
Environmental Planner .....	\$ 50.00
Senior Planner .....	\$ 115.00
Planner III .....	\$ 100.00
Planner II .....	\$ 90.00
Planner I .....	\$ 80.00
Senior Architect .....	\$ 130.00
Architect II .....	\$ 120.00
Architect I .....	\$ 100.00
Architectural Intern .....	\$ 80.00
Senior Leisure Planner .....	\$ 125.00
Senior Landscape Architect.....	\$ 130.00
Landscape Architect III .....	\$ 90.00
Landscape Architect II .....	\$ 70.00
Landscape Architect I .....	\$ 60.00
Senior Technician.....	\$ 95.00
Technician III .....	\$ 80.00
Technician II .....	\$ 70.00
Technician I .....	\$ 60.00
Technician Intern .....	\$ 50.00
Senior Registered Land Surveyor.....	\$ 150.00
Registered Land Surveyor .....	\$ 75.00
Two-Man Survey Crew .....	\$ 125.00
Survey Technician .....	\$ 60.00
Administrative Assistant .....	\$ 85.00
Word Processor .....	\$ 50.00
Nuclear Testing Gauge .....	\$ 55.00/Unit/Day
Traffic Studies Equipment .....	\$ 15.00/Unit/Day
Mileage .....	Current IRS-Approved Mileage Rate
Survey Vehicle Mileage .....	\$ 0.45/Mile

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

**BUCHER, WILLIS & RATLIFF CORP.**

By [Signature]

Title Executive Vice President

Dated: 12-22-04

**BOONE COUNTY, MISSOURI**

By [Signature]

Keith Schnarre, Presiding Commissioner

Dated: 10 FEB 2005

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Public Works

**CERTIFICATION:**

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

no encumbrance required 2/3/05  
Auditor [Signature] Date

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

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

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

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

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 10 day of FEB, 2005, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Brush and Associates (herein "Consultant").

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

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

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

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

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

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

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



# **BRUSH & ASSOCIATES**

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

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

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

JANUARY 1, 2005

## **FEE SCHEDULE**

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

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

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

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

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

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

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

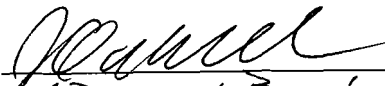
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

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

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

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

**BRUSH AND ASSOCIATES**

By   
J. Daniel Brush

Title Vice President

Dated: 1-11-05

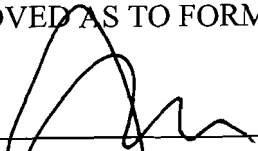
**BOONE COUNTY, MISSOURI**

By 

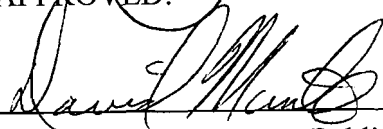
Keith Schnarre, Presiding Commissioner

Dated: 10 FEB 2005

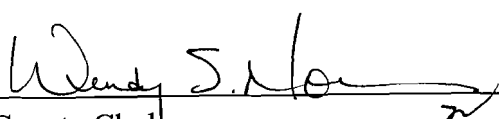
**APPROVED AS TO FORM:**

  
County Attorney

**APPROVED:**

  
Director, Boone County Public Works

**ATTEST:**

  
County Clerk

**CERTIFICATION:**

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

no unencumbered required 2/3/05  
Auditor by sel Date

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 10 day of, FFB, 2005, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Engineering Surveys and Services, Inc. (herein "Consultant").

LLC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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# Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors  
Analytical and Materials Laboratories

Larry L. Hendren, PE, RG  
David A. Bennett, PE  
Timothy J. Reed, PLS  
Morton L. Ratliff, PLS  
John M. Eppenauer, PLS  
Bruce A. Dawson, PE  
Richard J. Rolsing, PE

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

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

## HOURLY FEE SCHEDULE

January 1, 2005

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$100.00/hour
Registered Professional Engineer	\$ 85.00-90.00/hour
Registered Land Surveyor	\$ 80.00/hour
Registered Geologist	\$ 80.00/hour
Project Surveyor	\$ 70.00/hour
Engineer In Training	\$ 60.00-75.00/hour
Engineering Technician	\$ 38.00-48.00/hour
CAD Operator	\$ 42.00-50.00/hour
Secretary	\$ 40.00-45.00/hour
2 Man Field Crew	\$100.00-120.00/hour
3 Man Field Crew	\$120.00-150.00/hour
Computer	\$ 50.00/hour
EDM Equipment	\$100.00/day
Global Positioning System Equipment	\$200.00/day
Drill Rig	\$ 85.00-\$150.00/hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.40/mile

### NOTES

1. The exact rate for field crew depends upon the composition of the crew involved.
2. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
3. Overtime charges at 1.4 times above rates.

### Other Offices

Jefferson City, Missouri • Sedalia, Missouri

# Engineering Surveys and Services

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January 1, 2004  
Page 1 of 6

## SCHEDULE OF LABORATORY TESTING FEES

### WASTEWATER AND WATER ANALYSIS

### UNIT PRICE

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

**SCHEDULE OF LABORATORY TESTING FEES**

**ANALYSIS FOR ELEMENTS & METALS**

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

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

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

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

**SCHEDULE OF LABORATORY TESTING FEES**

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

**SCHEDULE OF LABORATORY TESTING FEES**

**COAL ANALYSIS**

**UNIT PRICE**

Short Proximate Coal Analysis (Moisture, Ash, BTU, Sulfur)	\$45.00
Proximate Coal Analysis (Moisture, Ash, BTU, Sulfur, Volatile Matter and Fixed Carbon)	50.00
Ultimate Analysis	100.00
Proximate and Ultimate	110.00
Mineral Analysis of Ash	190.00
Sulfur Forms	60.00
Float and Sink, per gravity	15.00
Ash	16.00
Ash and Sulfur	24.00
Ash, Sulfur and BTU	36.00
Total Moisture	25.00
Equilibrium Moisture	50.00
Ash Fusion, 4-point	36.00
Ash Fusion, 8-point	60.00
Hardgrove Grindability	50.00
Free Swelling Index	12.00
Water Soluble Alkalies	55.00
Screen Tests	By Quote
Washability Studies	By Quote
Sample preparation of coal samples over 50 pounds	Hourly

**GEOCHEMICAL ANALYSIS**

pH (paste)	7.00
Acid-Base Accounting:	
Total Sulfur	16.00
Neutralization Potential	25.00
BTU and Sulfur	24.00
Pyritic Sulfur	45.00
Electrical Conductivity	10.00
Organic Matter	5.00
Trace Elements	See page 2
Sample Preparation, when required	
Two Hour Minimum	Hourly

**SCHEDULE OF LABORATORY TESTING FEES**

**CONCRETE**

**UNIT PRICE**

*Cylinder-compressive strength	13.00
Cylinder molds, each	1.00
Mix Design	By Quote
Slump, Air Content & Cylinders	Hourly
Core Drilling and Testing	By Quote
Special handling of cores or irregular size specimens	Hourly

**AGGREGATE**

Sieve Analysis, dry	45.00
Sieve Analysis, wet	65.00
Materials finer than #200 sieve by washing	40.00
Specific gravity & absorption	45.00
Unit weight	35.00
Organic impurities in fine aggregate (colorimetric)	22.00
Lightweight pieces (coal & lignite)	50.00
Clay lumps & Friable Particles	50.00
Chert content of coarse aggregate	35.00
Thin or Elongated Pieces in coarse aggregate	35.00
Soundness by Sodium or Magnesium Sulfate (5 cycle)	175.00
Freeze-Thaw	150.00
Los Angeles Abrasion of coarse aggregate	150.00

**ASPHALT**

Density and Stability (1 sample)	50.00
Density and Stability (3 samples)	72.00
Extraction Test for Oil	65.00
Sieve Analysis of Extracted Aggregates	55.00

**STRUCTURAL STEEL**

Magnetic Particle, Tensile Bolt, and Welded Stud Testing	Hourly
Ultra-Sonic Weld Testing Equipment	100.00 per day

Two Hour Minimum Charge.

\*Cylinder pickup included in Columbia and Jefferson City.

**SCHEDULE OF LABORATORY TESTING FEES**

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



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

ENGINEERING SURVEYS AND SERVICES, INC. <sup>LLC</sup> BOONE COUNTY, MISSOURI  
By [Signature] By [Signature]  
Title President Keith Schnarre, Presiding Commissioner

Dated: December 20, 2004

Dated: 10 FEB 2005

APPROVED AS TO FORM:  
[Signature]  
County Attorney

ATTEST:  
[Signature]  
County Clerk

APPROVED:  
[Signature]  
Director, Boone County Public Works

CERTIFICATION:  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
no encumbrances required 2/3/05  
Auditor [Signature] Date

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 10 day of FEB, 2005, 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 Midwest Engineering and Design (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## SCHEDULE OF SERVICES AND FEES

407 Parkade Blvd. • Columbia, MO 65202 • Phone: (573) 875-0045 • Fax: (573) 875-0046 • E-Mail: jdove@moengineering.com

	<u>Fees</u>
<b>Principals</b>	<b>\$60</b>
<b>Engineers</b>	
Engineer V	\$60
Engineer IV	\$50
Engineer III	\$45
Engineer II	\$40
Engineer I	\$35
<b>Tech Support</b>	
Tech Support V	\$45
Tech Support IV	\$40
Tech Support III	\$35
Tech Support II	\$30
Tech Support I	\$25
Cad / Drafting Services	\$30
Clerical	\$35

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### Reimbursable

Mileage	\$.37/Mile
Travel & Lodging	Cost x 1.1
Printing / Reproducing	Cost x 1.1
24x36" sheets	\$3.50/sheet
Sheets over 24x36"	\$5.00/sheet

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

MIDWEST ENGINEERING AND DESIGN

By [Signature]

Title Principle Engineer

Dated: 12-21-04

BOONE COUNTY, MISSOURI

By [Signature]

Keith Schnarre, Presiding Commissioner

Dated: 10 FEB 2005

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Public Works

CERTIFICATION:

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

no unencumbered amount 2/3/05  
Auditor [Signature] Date



**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 10 day of FEB, 2005, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Mitzel and Scroggs (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

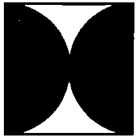
9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission.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

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

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

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

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



**mitzel + scroggs** ARCHITECTS INC.  
23 SOUTH 4TH STREET • COLUMBIA, MISSOURI 65201 • TEL (573) 449-0951 •

DONALD C. MITZEL A.I.A. PRES. •  
STUART S. SCROGGS A.I.A. V.P. •

**Prime A/E Firm:**

**MITZEL + SCROGGS ARCHITECTS, INC.**

**2005 HOURLY RATES**

<u>Discipline</u>	<u>Hourly Rates</u>
Principal	\$105.00
Project Manager	\$ 95.00
Architect	\$ 90.00
Architect, Jr.	\$ 65.00
Civil Engineer	\$ 95.00
Electrical Engineer	\$ 95.00
Electrical Engineer, Jr.	\$ 75.00
Mechanical Engineer	\$ 95.00
Mechanical Engineer, Jr.	\$ 75.00
Structural Engineer	\$ 95.00
Structural Engineer, Jr.	\$ 75.00
Draftsperson-CADD	\$ 55.00
Cost Estimator	\$ 85.00
Specification Writer	\$ 85.00
Construction Inspector	\$ 75.00
Roofing Consultant	\$ 75.00
Clerk/Typist	\$ 55.00

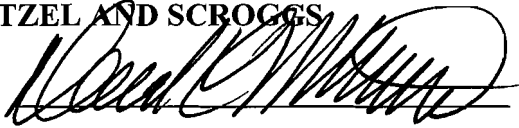
FAX NO.

(573) 449-0921

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

MITZEL AND SCROGGS

By



Title

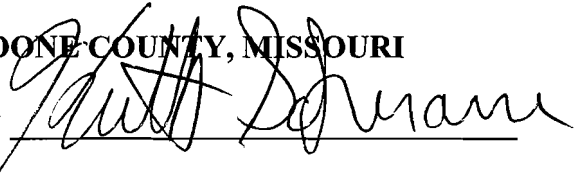
PRESIDENT

Dated:

12-27-04

BOONE COUNTY, MISSOURI

By



Keith Schnarre, Presiding Commissioner

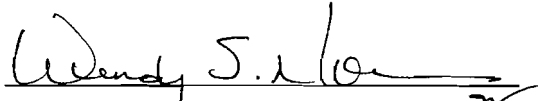
Dated:

10 FEB 2005

APPROVED AS TO FORM:

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

ATTEST:

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

APPROVED:

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

CERTIFICATION:

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

no encumbrances required 2/3/05  
Auditor lysel Date

### GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10 day of FEB, 2005, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and ~~Peopping~~ Peopping (d/b) Stone, Bach & Associates, Inc. (herein "Consultant").

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



POEPPING, STONE, BACH & ASSOCIATES, INC.

ARCHITECTS • ENGINEERS • GIS • PLANNERS • SURVEYORS

PROFESSIONAL FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
14. ADMINISTRATIVE	\$42.00
13E/13A. ENGINEERING/ARCHITECTURAL AID	\$56.00
12E/12A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I	\$76.00
11E/11A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II	\$88.00
10E/10A. SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.	\$94.00
9. SUPERVISING TECHNICIAN	\$104.00
8. LAND SURVEYOR	\$105.00
7E/7A. ENGINEER/ARCHITECT/GIS SPECIALIST I	\$102.00
6E/6A. ENGINEER/ARCHITECT/GIS SPECIALIST II	\$114.00
5E/5A. ENGINEER/ARCHITECT/GIS SPECIALIST III	\$120.00
4E/4A. ASSOCIATE ENGINEER/ASSOCIATE ARCHITECT	\$126.00
3E/3A. PROJECT ENGINEER/PROJECT ARCHITECT	\$132.00
2. PROJECT MANAGER	\$138.00
1. PRINCIPAL OF FIRM	\$153.00

OUT-OF-POCKET EXPENSES

PHONE CALLS, MEALS AND LODGING	COST
BLUEPRINTS, AERIAL PHOTOS, PHOTOCOPIES	COST + 15%
MILEAGE	\$0.405 PER MILE

FIELD PARTY EXTRAS

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

COMPRESSIVE STRENGTH TESTING OF CONCRETE CYLINDERS/EACH	\$22.00
COMPUTER TIME/HOUR	\$15.00
COURT TESTIMONY BY LICENSED PROFESSIONALS	\$1600 PER DAY
SPECIAL CONSULTANTS	COST + 15%
COMPUTERIZED RENDERING AND ANIMATION	\$88/HOUR

THESE RATES EFFECTIVE UNTIL DECEMBER 31, 2005

<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"/> U.S. FEDERAL BUILDING	SUITE 224			
801 BROADWAY	P.O. BOX 190	• HANNIBAL, MO 63401	• PHONE 573/406-0541	• FAX 573/406-0390
www.psba.com • e-mail: psba@psba.com				

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

*Poepping (dlb)*  
~~PEOPPING, STONE, BACH & ASSOCIATES, INC.~~ BOONE COUNTY, MISSOURI

By *Patrick Poepping*  
Patrick Poepping

By *Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

Title President

Dated: December 22, 2004

Dated: 10 FEB 2005

APPROVED AS TO FORM:  
*[Signature]*  
County Attorney

ATTEST:  
*Wendy S. [Signature]*  
County Clerk

APPROVED:  
*David [Signature]*  
Director, Boone County Public Works

CERTIFICATION:  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
~~no unencumbered required~~ 2/3/05  
Auditor *hysk* Date

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 10 day of FEB, 2005, 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 Project Solutions (herein "Consultant").

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## SCHEDULE OF SERVICES AND FEES

*Project Solutions Engineering, Inc.*

*January 1, 2005*

PRINCIPALS	<i>Per Hour</i>	\$ 125.00
ENGINEERING		
Engineer - 6		\$ 110.00
Engineer - 5		\$ 100.00
Engineer - 4		\$ 90.00
Engineer - 3		\$ 80.00
Engineer - 2		\$ 70.00
Engineer - 1		\$ 60.00
TECHNICAL SUPPORT		
Technical Support - 5		\$ 75.00
Technical Support - 4		\$ 65.00
Technical Support - 3		\$ 60.00
Technical Support - 2		\$ 50.00
Technical Support - 1		\$ 45.00
CAD/Drafting Service - 1		\$ 40.00
Clerical		\$ 40.00

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### REIMBURSABLE EXPENSES

Mileage @ 40.5 cents/mile	Cost
Travel & Lodging	Cost x 1.1
Printing & Reproducibles	Cost x 1.1
Telephone & Facsimiles	Cost x 1.1
Miscellaneous Materials	Cost x 1.1
Testing Services	Cost x 1.15
Consultant Services	Cost x 1.15
All other project related expenses	Cost x 1.1

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

**PROJECT SOLUTIONS**

By Gary P McLagan

Title President

Dated: January 27, 2005

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED:

[Signature]  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Dated: 10 FEB 2005

ATTEST:

[Signature]  
County Clerk

CERTIFICATION:

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

[Signature] 2/3/05  
Auditor Date

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 10 day of FEB, 2005, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Shafer, Kline & Warren (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

Tuttle-Ayers-Woodward founded 1885  
 Shetlar Griffith Shetlar founded 1946  
 A.C. Kirkwood & Associates founded 1947  
 Shafer & Kline founded 1950  
 Hamilton & Associates founded 1981

Offices in: Chillicothe, Missouri  
 Kansas City, Missouri  
 Macon, Missouri  
 North Kansas City, Missouri

Iola, Kansas  
 Overland Park, Kansas  
 Ottumwa, Iowa

WWW.SKW-INC.COM

**HOURLY RATE SCHEDULE**

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$155	Secretarial/Clerical	\$55
Associate	140	Engineering Technician V	100
Engineer V	130	Engineering Technician IV	90
Engineer IV	120	Engineering Technician III	80
Engineer III	110	Engineering Technician II	70
Engineer II	100	Engineering Technician I	60
Engineer I	90	Drafter	45
Landscape Architect IV	110	Construction Observer IV	90
Landscape Architect III	100	Construction Observer III	80
Landscape Architect II	90	Construction Observer II	70
Landscape Architect I	80	Construction Observer I	60
Landscape Design	70	Registered Land Surveyor II	110
Planner IV	120	Registered Land Surveyor I	100
Planner III	110	Survey Crew	145
Planner II	95	Survey Rodperson	40
Planner I	80	Survey Technician V	100
GIS Consultant IV	110	Survey Technician IV	90
GIS Consultant III	95	Survey Technician III	80
GIS Consultant II	85	Survey Technician II	70
GIS Consultant I	70	Survey Technician I	60
Controls Technician II	80	GPS Survey Technician	90
Controls Technician I	60		
Photogrammetrist III	90		
Photogrammetrist II	80		
Photogrammetrist I	70		

**Equipment Costs**

GPS Survey Receiver \$20

**Note #1**

*The hourly rate shown for GPS Personnel and Survey Crews includes stakes, flagging, iron bars and other miscellaneous materials.*

**Note #2**

*Mileage will be charged at the rate of 45 cents per mile for passenger vehicles and 50 cents per mile for survey vehicles. Plotting and reproduction will be charged at \$0.50 per square foot for all media except photographic glossy, which will be charged at \$1.00 per square foot. Color copies will be charged at \$0.80 per 8.5 x 11 sheet and \$1.60 per 11 x 17 sheet. Subcontract expenses will be charged at quoted prices with no markup. All other reimbursable expenses incurred on a project will be charged at a rate of cost plus 10% to cover administrative overhead.*

Effective January 1, 2005

**A MULTI-DISCIPLINE APPROACH TO PROJECTS**

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

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

SHAFER, KLINE & WARREN

By *David Hamilton*

Title *VP*

Dated: *1-3-2005*

APPROVED AS TO FORM:

*[Signature]*  
County Attorney

APPROVED:

*David Merrill*  
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By *Keith Schnarre*

Keith Schnarre, Presiding Commissioner

Dated: *10 FEB 2005*

ATTEST:

*Wendy S. [Signature]*  
County Clerk

CERTIFICATION:

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

*no encumbrance required 2/3/05*  
Auditor *byse* Date

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 10<sup>th</sup> day of January, 2005, 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 The Larkin Group (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

THE LARKIN GROUP  
Billing Rate Schedule  
Rates for January 1, 2005

Professional Services	BILLING RATE RANGE		
PRINCIPAL	\$150	to	\$195
ASSOCIATE	\$105	to	\$155
ASSOCIATE ENGINEER	\$85	to	\$120
ENVIRONMENTAL SCIENTIST	\$65	to	\$100
INTERN ENGINEER/ENGINEER IN TRAINING (IE/EIT)	\$75	to	\$105
PROJECT REPRESENTATIVE	\$55	to	\$90
DESIGN TECHNICIAN	\$85	to	\$110
CAD TECHNICIAN	\$45	to	\$95
LAND SURVEYOR	\$80	to	\$95
SURVEY PARTY CHIEF	\$60	to	\$80
ROD-INSTRUMENT OPERATOR	\$45	to	\$60
PROJECT RELATED SUPPORT SERVICES	\$45	to	\$90

Salary adjustments normally occur at approximately the end of each calendar year.

Equipment Charges:		
AUTOMOBILE MILEAGE	\$	0.40/mile
COMPUTER TIME:	\$	12/hour
SURVEY VEHICLE MILEAGE	\$	0.50/mile
SURVEYING TOTAL STATION EQUIP	\$	20/hour
GLOBAL POSITIONING SYSTEM	\$	50/hour

REVISED @  
01/03/05

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

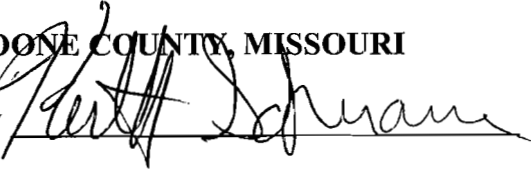
**THE LARKIN GROUP**

By 

Title VICE PRESIDENT

Dated: 1/10/05

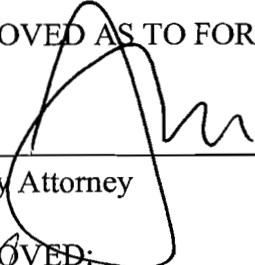
**BOONE COUNTY, MISSOURI**

By 

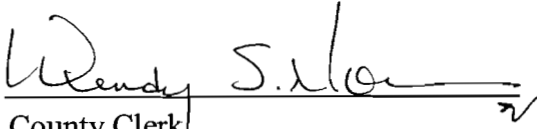
Keith Schnarre, Presiding Commissioner

Dated: 10 FEB 2005

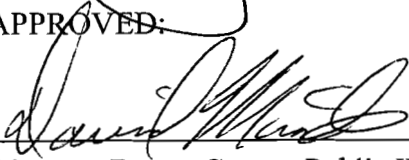
APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Public Works

CERTIFICATION:

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

no encumbrances required 2/3/05  
Auditor nyse Date

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 10 day of FEB, 2005, 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 Trabue, Hansen & Hinshaw, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# FEE SCHEDULE

## 2005 RATE SCHEDULE (hourly rates)

P1	Principal	\$120.00
E5	Engineer 5	\$105.00
E4	Engineer 4	\$95.00
E3	Engineer 3	\$85.00
E2	Engineer 2	\$75.00
E1	Engineer 1	\$66.00
PLS	Professional Land Surveyor	\$66.00
S3	Three Man Survey Crew	\$140.00
S2	Two Man Survey Crew	\$100.00
T5	Technician 5	\$66.00
T4	Technician 4	\$55.00
T3	Technician 3	\$48.00
T2	Technician 2	\$42.00
T1	Technician 1	\$36.00
C1	Administrative	\$36.00

## REIMBURSABLE EXPENSES

Mileage	\$0.375/mile
Large Format Copies	\$1.50
Xerox Copies (8 1/2 x 11)	\$0.08
Xerox Copies (11 x 17)	\$0.15
Other Reimbursables	cost + 10%
Consultants	cost + 10%

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

TRABUE, HANSEN & HINSHAW, INC.

By *Lee R. Hinshaw*

Title *President*

Dated: *12/21/04*

BOONE COUNTY, MISSOURI

By *Keith Schnarre*

Keith Schnarre, Presiding Commissioner

Dated: *10 FEB 2005*

APPROVED AS TO FORM:

*[Signature]*  
County Attorney

ATTEST:

*Wendy J. [Signature]*  
County Clerk

APPROVED:

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

CERTIFICATION:

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

*no encumbrances required 2/3/05*  
Auditor *[Signature]* Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

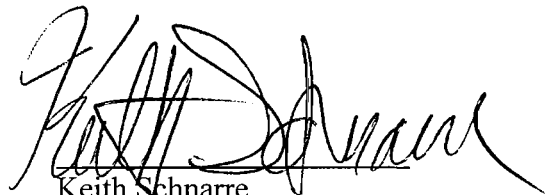
February Session of the January Adjourned Term. 20 05

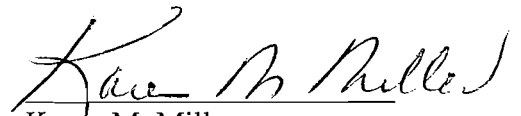
In the County Commission of said county, on the 10<sup>th</sup> day of February 20 05

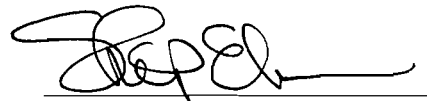
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the list of easements as outlined by the Boone County Public Works Department in a memo dated February 4, 2005.

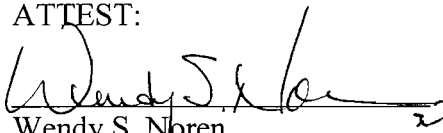
Done this 10<sup>th</sup> day of February, 2005.

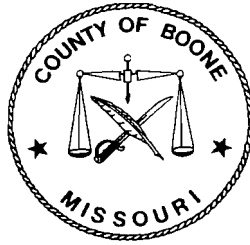
  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



## Boone County Public Works

### Memorandum

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**Date:** 4 February 2005

**To:** Keith Schnarre, Presiding Commissioner  
Karen M. Miller, Commissioner District I  
Skip Elkin, Commissioner District II

**From:** Robert Walker

**Subject:** Acceptance of Easements

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A complete listing of easements for roadway and utilities that have been granted to the County since January 2003 is included with this memorandum. The last time the Commission made an acceptance of this nature was in December 2002.

This list has been included in the agenda for this meeting and will once again be included in the agenda for the next Commission meeting.

Grantor	S	T	R	TYPE	Road Name	E Bk	E Pg	Width	Copy	Surveyor	S Bk	S Pg
Akins/Fisher	21	50	13	U	Dripping Springs	2099	416	20	yes	Bormann	2099	415 x
Akins/Fisher	21	50	13	R	Dripping Springs	2099	418	33	yes	Bormann	2099	415 x
Akins/Fisher	21	50	13	U	Willis	2099	416	20	yes	Bormann	2099	415 x
Akins/Fisher	21	50	13	R	Willis	2099	418	33	yes	Bormann	2099	415 x
Busteed/Hancik	14	46	13	U	Calvin Drive	2061	180	20	yes	Thomas	2105	719 x
Busteed/Hancik	14	46	13	R	Calvin Drive	2061	178	33	yes	Thomas	2105	719 x
Kollis/Parker	30	46	12	U	Cedar Tree Lane	2105	88	20	yes	Heying	2105	90 x
Kollis/Parker	30	46	12	R	Cedar Tree Lane	2105	86	33	yes	Heying	2105	90 x
Bone Creek Farm	17	48	11	U	Carter School	2118	377	20	yes	Heying	2118	379 x
Bone Creek Farm	17	48	11	R	Carter School	2118	375	vary	yes	Heying	2118	379 x
Rush	9	51	12	U	E&G Road	2145	947	20	yes	Bormann	2145	942 x
Rush	9	51	12	R	E&G Road	2145	945	33	yes	Bormann	2145	942 x
Nichols/Harmon	27	47	11	U	Engelwood	2163	357	10	yes	Butcher	2163	359 x
Nichols/Harmon	27	47	11	R	Engelwood	2163	355	vary	yes	Butcher	2163	359 x
Drane Trust	9	50	12	U	Barnes School	2192	122	20	yes	Patchett	2192	125 x
Drane Trust	9	50	12	R	Barnes School	2192	119	vary	yes	Patchett	2192	125 x
Shindler	31	48	11	U	Rangeline	2232	669	20	yes	Lueck	2232	666 x
Shindler	31	48	11	R	Rangeline	2232	667	33	yes	Lueck	2232	666 x
Nahler	6	47	11	U	David Allen	2233	716	20	yes	Heying	2233	718 x
Nahler	6	47	11	R	David Allen	2233	714	vary	yes	Heying	2233	718 x
Nahler	6	47	11	U	Rangeline	2233	716	20	yes	Heying	2233	718 x
Nahler	6	47	11	R	Rangeline	2233	714	vary	yes	Heying	2233	718 x
McGruder	33	50	12	R	Mt. Zion Church	2240	601	33	yes	Lueck	2240	600 x
McGruder	33	50	12	U	Mt. Zion Church	2240	603	20	yes	Lueck	2240	600 x
McGruder	33	50	12	U	Mt. Zion Church	2240	603	20	yes	Lueck	2240	600 x
McGruder	33	50	12	R	Mt. Zion Church	2240	601	33	yes	Lueck	2240	600 x
Winkler	8	48	11	U	Carter School	2242	181	10	yes	Crockett	2242	185 x
Winkler	8	48	11	R	Carter School	2242	183	vary	yes	Crockett	2242	185 x
Weinheimer	17	47	11	R	Logan	2249	727	vary	yes	Basinger	2249	724 x
Weinheimer	17	47	11	U	Logan	2249	725	20	yes	Basinger	2249	724 x
Griffin	18	46	12	R	State Hwy M	2249	906	3	yes	Thomas	2249	910 x
Griffin	18	46	12	U	State Hwy M	2249	908	20	yes	Thomas	2249	910 x
Santoyo	28/29	49	13	R	Driskel	2251	517	33	yes	Basinger	2251	514 x
Santoyo	28/29	49	13	U	Driskel	2251	515	20	yes	Basinger	2251	514 x
Quinn	15	45	12	R	Soft Pit Hill	2266	942	vary	yes	Proctor	2266	946 x
Quinn	15	45	12	U	Soft Pit Hill	2266	944	20	yes	Proctor	2266	946 x
Winingear etal	8	47	12	R	Bennett	2275	176	vary	yes	D. Brush	2275	179 x
Winingear etal	8	47	12	U	Bennett	2275	172	20	yes	D. Brush	2275	179 x
Winingear etal	8	47	12	U	State Hwy 163	2275	172	20	yes	D. Brush	2275	179 x
Williams	14	50	13	R	Lipscomb	2285	676	vary	yes	D. Brush	2285	682 x
Williams	14	50	13	U	Lipscomb	2285	679	20	yes	D. Brush	2285	682 x
United Developers	6	47	11	R	David Allen	2290	999	vary	yes	Heying	2291	3 x
United Developers	6	47	11	U	David Allen	2291	1	20	yes	Heying	2291	3 x
Biesemeyer	27	48	14	R	Hancock Hill	2291	624	33	yes	Bowen	2291	619 x
Biesemeyer	27	48	14	U	Hancock Hill	2291	622	20	yes	Bowen	2291	619 x
Cash	19	48	13	R	Gillespie Bridge	2318	510	10	yes	Reed	2318	514 x
Cash	19	48	13	U	Gillespie Bridge	2318	512	10	yes	Reed	2318	514 x
Goslin	2	50	13	R	Ravenscraft	2344	106	vary	yes	Butcher	2344	107 x
Goslin	2	50	13	U	Ravenscraft	2344	105	vary	yes	Butcher	2344	107 x
United Developers	22	47	13	R	Woodie Proctor	2353	84	33	yes	Heying	2353	86 x
United Developers	22	47	13	U	Woodie Proctor	2353	85	20	yes	Heying	2353	86 x
Higgins	13	46	12	R	Hagans	2389	13	33	yes	Heying	2389	15 x

Grantor	S	T	R	TYPE	Road Name	E Bk	E Pg	Width	Copy	Surveyor	S Bk	S Pg
Higgins	13	46	12	U	Hagans	2389	14	20	yes	Heying	2389	15 x
Higgins	13	46	12	R	Hagans	2389	10	33	yes	Heying	2389	12 x
Higgins	13	46	12	U	Hagans	2389	11	20	yes	Heying	2389	12 x
Williams	35	51	13	R	Old No. 7	2438	39	66	yes	D. Brush	2438	41 x
Williams	35	51	13	U	Old No. 7	2438	40	10	yes	D. Brush	2438	41 x
Durk	22	50	11	R	Owens School	2459	65	33	yes	D. Brush	2459	67 x
Durk	22	50	11	U	Owens School	2459	66	10	yes	D. Brush	2459	67 x
Riley	27	48	12	R	Rolling Hills	2461	133	vary	yes	D. Brush	2461	135 x
Riley	27	48	12	U	Rolling Hills	2461	134	10	yes	D. Brush	2461	135 x
Bunton	12	50	12	R	Schooler	2488	90	vary	yes	Kemna	2488	91 x
Bunton	12	50	12	U	Schooler	2488	89	20	yes	Kemna	2488	91 x
Bunton	12	50	12	R	Willet	2488	90	vary	yes	Kemna	2488	91 x
Bunton	12	50	12	U	Willet	2488	89	20	yes	Kemna	2488	91 x
Ballew	9	49	11	R	Zaring	2499	65	33	yes	Bormann	2499	63 x
Ballew	9	49	11	U	Zaring	2499	64	20	yes	Bormann	2499	63 x
Fennewald	4	48	11	R	St Charles	2553	39	33	yes	Dollar	2553	38 x
Fennewald	4	48	11	U	St Charles	2553	39	25	yes	Dollar	2553	38 x
Gibson	20,21	51	11	R	March	2568	117	vary	yes	D. Brush	2568	119 x
Gibson	20,21	51	11	U	March	2568	118	vary	yes	D. Brush	2568	119 x
Northup	18	49	11	R	Ballew	2601	111	33	yes	Klasing	2569	43 x
Northup	18	49	11	U	Ballew	2601	112	20	yes	Klasing	2569	43 x
Fisher/Hord	34	50	13	R	Gilbert	2571	88	33	yes	Bormann	2571	86 x
Fisher/Hord	34	50	13	U	Gilbert	2571	87	20	yes	Bormann	2571	86 x
Fisher/Hord	34	50	13	U	State Route VV	2571	87	20	yes	Bormann	2571	86 x
Lease	3	51	13	R	Bourbon	2588	136	33	yes	Bormann	2588	135 x
Lease	3	51	13	U	Bourbon	2588	137	20	yes	Bormann	2588	135 x
Phillippe	11	49	13	U	Akeman Bridge	2594	101	20	yes	Kohl	2594	100 x
Henderson	25	46	13	R	Cedar Tree Lane	2605	185	vary	yes	D. Brush	2605	188 x
Henderson	25	46	13	U	Cedar Tree Lane	2605	187	20	yes	D. Brush	2605	188 x
Henderson	25,36	46	13	R	Mackie Lane	2605	184	33	yes	D. Brush	2605	188 x
Henderson	25,36	46	13	U	Mackie Lane	2605	186	20	yes	D. Brush	2605	188 x
Arens	1	49	14	R	Memar	2605	97	vary	yes	Basinger	2605	97 x
Arens	1	49	14	U	Memar	2605	96	20	yes	Basinger	2605	96 x
Robertson	4	46	12	U	Biggs	2610	170	20	yes	Lueck	2610	171 x
Robertson	4	46	12	R	Biggs	2610	169	33	yes	Lueck	2610	171 x
Stepanovic/Glynn	32	48	11	R	Bowling Lane	2612	46	vary	yes	Heying	2612	44 x
Stepanovic/Glynn	32	48	11	U	Bowling Lane	2612	45	20	yes	Heying	2612	44 x
Kent	31	51	12	R	Breedlove Lane	2612	80	33	yes	Kohl	2612	78 x
Kent	31	51	12	U	Breedlove Lane	2612	79	20	yes	Kohl	2612	78 x
Knowles	57	50	12	U	State Hwy B	2593	221	20	yes	Proctor	2616	132 x
Allard	33	50	11	R	Timmons	2650	22	33	yes	Dollar	2650	21 x
Allard	33	50	11	U	Timmons	2650	23	10	yes	Dollar	2650	21 x
Henley	22	45	12	R	Geising Hill	2216	496	vary	yes	N/A	none	none x
Lipscomb	13	50	13	R	Lipscomb	2261	92	33	yes	Proctor	2661	93 x
Lipscomb	13	50	13	U	Lipscomb	2261	91	20	yes	Proctor	2661	93 x
Reeder	16	45	12	R	Soft Pit Hill	1244	494	33	yes	Heying	1244	492 x
Reeder	16	45	12	U	Soft Pit Hill	1244	496	10	yes	Heying	1244	492 x

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 05

In the County Commission of said county, on the 10<sup>th</sup> day of February 20 05

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

Now on this day the County Commission of the County of Boone does hereby approve the recommendation from Public Sector Personnel Consultants to reclassify the Infrastructure Engineer position from non-exempt to exempt.

Done this 10<sup>th</sup> day of February, 2005.

Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

ATTEST:

Wendy S. Noren  
Clerk of the County Commission



February 8, 2005

Ms. Betty Dickneite, Director  
Human Resources Department  
Boone County  
601 East Walnut  
Columbia, MO 65201

Dear Betty:

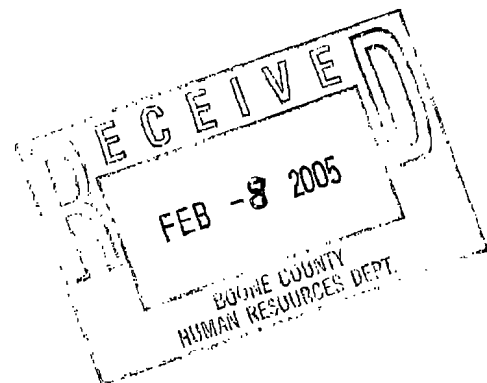
Thank you for sending me the information on the Infrastructure Engineer. As I understand it, this is the position that was originally titled Storm Water Coordinator.

After reviewing the information for the new position, the Infrastructure Engineer should be classified as exempt. It meets the job duties test for the Professional Exemption because it requires an engineering degree and registration as an EIT or a PE. Also the new job description and PDQ clearly provides for the application of special knowledge to consistent exercise of discretion and judgment by this position.

Please let me know if you have any questions or I can be of further help.

Best regards,

  
Jude Williams  
Senior Vice President





# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned Term. 20 05

In the County Commission of said county, on the 10<sup>th</sup> day of February 20 05

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement with the City of Columbia for Health Department Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 10<sup>th</sup> day of February, 2005.

Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

ATTEST:

Wendy S. Noren  
Clerk of the County Commission

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of March, 2005, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

WITNESSTH

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2005. Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I.

For the agreed upon amount specified in Article X, the City agrees to provide public health services to County residents. Said services shall include but are not limited to: home visitation, blood pressure and TB screening, communicable disease control, children's and adult immunizations, family planning, STD/HIV prevention and control, health education and preventative health care will be offered at such places and times determined by the Director of Health Services.

II.

For the agreed upon amount specified in Article X, the City will provide social services to county residents. Said services shall include but are not limited to: pregnancy counseling and case management, eligibility, and referrals.

III.

For the agreed upon amount specified in Article X, the City will provide Women, Infants & Children (W.I.C.) nutritional supplemental food program services for persons meeting state and federal eligibility guidelines.

IV.

For the agreed upon amount specified in Article X, the City agrees to provide monthly screening clinics in each incorporated municipality in Boone County provided, however, that such clinics are authorized by the mayor of each municipality. Additional clinics in other locations may be recommended by the Health Director with authorization from the Boone County Commission.

V.

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist to provide services outside the City of Columbia. Services shall include, but not be limited to, routine food service inspection, investigation of environmental health hazards such as unsafe water supplies, improper sewage disposal, promiscuous dumping, and hazardous materials. Additionally, this person will enforce the Boone County Public Nuisance Ordinance enacted in 2000.

MAR 14 2005

VI

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist and 0.5 clerical to be dedicated to activities related to the County onsite wastewater ordinance.

VII.

For the agreed upon amount specified in Article X, the City agrees to administer utility assistance services to eligible Boone County residents, not to exceed the amount specified. Said services will consist of payments to utility providers for the purpose of reconnecting utility service, payment of utility bills to avoid disconnection and referral for weatherization. Said service will be provided to eligible persons according to need as determined by the City/County Director of Health Services. The entire amount indicated in Article XIII will be utilized for payments to utilities without deduction for administrative costs.

VIII.

For the agreed upon amount specified in Article X, the City will administer the dental assistance program to eligible indigent County residents for emergency care and/or relief of pain, limited to the amount of \$350 per client and not to exceed the amount specified. This service includes medical supervision of dental infection.

IX.

The City hereby agrees that the City/County Director of Health Services shall provide the County Commission with recommendations concerning additional or revised public health services and shall be available at reasonable times to consult with County officials as the County officials deem necessary.

X.

Agreed Upon Amounts		Program Cost <sup>1</sup>
Community Services	Dental 1410-86640 \$5,000 Utility 1410-86655 \$7,000	\$12,000
Clinic & Nursing	1410-86680	\$486,466
Environmental Health	1410-86680	\$71,727
On-Site Sewage <sup>2</sup>	1740-86606	\$99,029
Administration	1410-86680	\$59,925
Social Services	1410-86680	\$96,777
WIC	1410-86680	\$59,796
<b>TOTAL</b>		<b>\$885,720</b>

<sup>1</sup>Program Cost equals total cost of services less applicable revenues.

<sup>2</sup>On-Site sewage revenues are deposited directly with Boone County.

XI.

The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2006, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.

THE CITY OF COLUMBIA, MISSOURI

BY: Raymond A. Beck  
Raymond A. Beck, City Manager

ATTEST:

Sheela Amin  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann  
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

BY: Keith Schmarre  
Keith Schmarre, Presiding Commissioner

BY: Karen Miller  
Karen Miller, District I Commissioner

BY: Skip Elkin  
Skip Elkin, District II Commissioner

ATTEST:

Wendy Noren  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

John Patton  
John Patton, County Counselor

Certification:

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

Jane Pitchford by KF 2/7/2005  
Boone County Auditor Date

k:\2005County Budget\Boone County contract public health 2005

1410-86640	\$	5,000.00
1410-86655		7,000.00
1410-86680		774,691.00
1740-86606		99,029.00

67 -2005

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 05

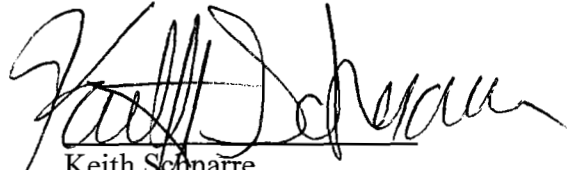
In the County Commission of said county, on the

10<sup>th</sup> day of February 20 05

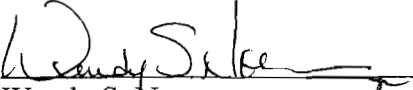
the following, among other proceedings, were had, viz:

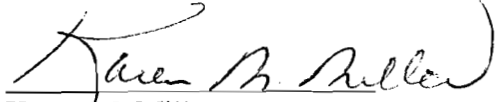
Now on this day the County Commission of the County of Boone does hereby approve the agreement with the City of Columbia for Animal Control Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

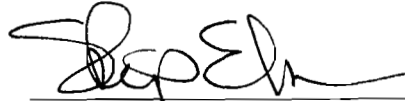
Done this 10<sup>th</sup> day of February, 2005.

  
Keith Schmarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# AGREEMENT

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of March, 2005, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

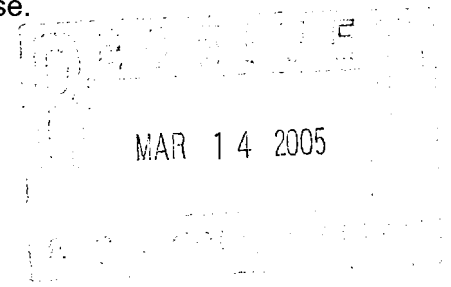
IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two full-time (2 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.

2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1. Items in this category include but are not limited to automotive fuel, automotive parts, and small tools.

3. The City has, from time to time, entered into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, telephone answering and dispatching, certain after-hours services, and kennel facilities. Copies of any such future contracts between the City and the Humane Society for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.

4. Capital items previously purchased by the City to provide animal control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.



5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Health Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two full-time equivalent employees provided County under this agreement.

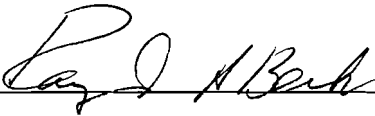
6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2006, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.

8. This agreement shall be in full force and effect during calendar year 2005; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

THE CITY OF COLUMBIA, MISSOURI


BY: 

Raymond A. Beck, City Manager

ATTEST:

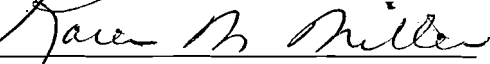
  
Sheela Amin, City Clerk

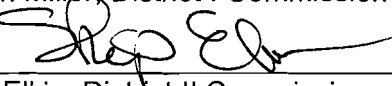
APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

BY:   
Keith Schnarre, Presiding Commissioner

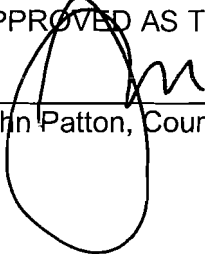
BY:   
Karen Miller, District I Commissioner

BY:   
Skip Elkin, District II Commissioner

ATTEST:

  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

  
John Patton, County Counselor



**Certification:**

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

<u>June Pitchford by KF</u>	<u>2/7/2005</u>
Boone County Auditor	Date

1730-71900     #130,460.00

**SCHEDULE A**

**ANIMAL CONTROL**

Personnel (2 FTE)	\$90,104
Materials and Supplies	\$6,152
Training and Schools	\$1,255
Intra-governmental	\$4,635
Charges	
Utilities, Services,	\$28,314
& Other Miscellaneous	
Capital - Vehicle	<u>\$0</u>
<b>Total</b>	<b>\$130,460</b> ✓

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

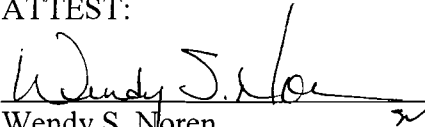
February Session of the January Adjourned Term. 20 05


In the County Commission of said county, on the 10<sup>th</sup> day of February 20 05  
 the following, among other proceedings, were had, viz:

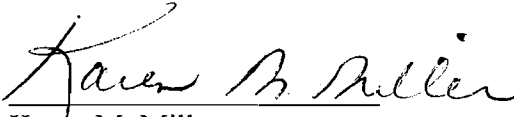
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Centralia Clinic on February 23, 2005 from 9:00 a.m. to 12:00 p.m. for a meeting to form a coalition of volunteers in the Centralia Area for a Smoke-Free Community. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 10<sup>th</sup> day of February, 2005.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

\_\_\_\_\_  
 Skip Elkin  
 District II Commissioner

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



RECEIVED

FEB 07 2005

Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

68-2005

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Meeting To form Coalition of Volunteers in Centralia Area to work on tobacco prevention activities to move us towards a Smoke-Free Community  
Date(s) of Use: Feb 23rd 2005

Time of Use: From: 9 AM a.m./p.m. thru NOON a.m./p.m.

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Rm220  - Rm208  - Rm139   
Centralia Clinic

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

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

Name of Organization/Person: Evelyn Robertson / Sally Reeves (866-726-9926)  
Organization Representative/Title: Coalition of Volunteers for a Smoke free Community  
Address/Phone Number: 221 Sunset Lane Centralia Mo 65240 573-682-2884  
Date of Application: Feb 03, 2005

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

County Clerk

County Commissioner

DATE: 10 FEB 2005