

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 12

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of November

20 12

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

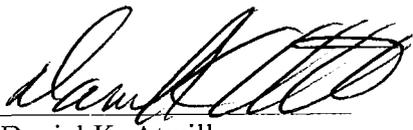
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to supplement a prior approved budget amendment for the Sheriff's department facility camera system.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2550	92300	Revolving fund	Replace Machinery & Equipment		11,746.00
2550	91301	Revolving fund	Computer hardware		7,843.00
2550	91302	Revolving fund	Computer software		140.00
2550	23850	Revolving fund	Minor Equipment & Tools		4,095.00
Total					23,824.00

Done this 20th of November, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



Avigilon Camera System:

Amount approved by Sheriff = \$58,939.33

		<u>Quote</u>	<u>Account</u>	
Avigilon system	\$53,401.50	✓	✓	92300
Network switches	\$5,501.30	✓	✓	91301
Network patch panels	\$613.36	✓	✓	91301
Battery back up systems	\$935.13	✓	✓	23850
Pod PC's x4	\$2,247.64	✓	✓	91301
Anti-virus for Pod PC's x4	\$140.00	✓	✓	91302
Pod 32" Monitors x4	\$1,515.92	✓	✓	91301
Pod TV brackets x4	\$100.00	✓	✓	23850
Ceiling enclosures (+ shipping)	\$1,352.95	✓	✓	23850 -1,332.95 + shipping
Contingency	\$1,706.53		N/A	23850

Total project cost = \$67,514.33  
 Less insurance proceeds = -\$8,575.00  
 Total needed from 2550 = \$58,939.33

Original BA from 2550 = \$35,117.00  
 Second BA from 2550 = \$23,822.33  
 \$58,939.33

Account	Original BA	Insur. Adj	BA Amt.
92300	\$33,081	-\$8,575	\$11,746
91301	\$2,036	\$0	\$7,843
91302	\$0	\$0	\$140
23850	\$0	\$0	\$4,095
			<u>\$23,824</u>

MOPERM 2,133.0200 +  
 Sellenreik 12,532.0200 +  
 14,665.0400 \*  
 0. c  
~~8,575.0000~~ +  
~~4,137.5200~~ +  
 0. c

Centurylink 803.8200 +92301  
 Mid-MO Elec 3,430.0000 +71018  
 WWT 2,856.2000 +71018  
 Remaining Proceeds \*  
 Deductible Reimb. \*  
 To use \*

BA Copy

**From:** Ryan Irish  
**To:** Chad Martin  
**Date:** 10/17/2012 10:06 AM  
**Subject:** SD Video Security System  
**Attachments:** PC Quote.pdf; SD Video System.pdf; PoE Switches.pdf

Attached is a diagram of the network layout for the new video security system. Also attached is a quote for the PC that can be used as a "monitoring" workstation in the Pod's. The PC will also need an antivirus license which is \$35/PC.

The switches that were originally spec'd out will need to be upgraded to a different model of switch since we are adding on a lot of new cameras. I have attached a quote for the switches also.

In all there will be a total of 45 network connections for the cameras/encoders themselves. We will need 3 new switches. There will be 2 main recording servers at the Government Center and a backup recording server at the Sheriff Dept.

~~I am still working on the backup server quote but for now you can use the price they gave you.~~

Let me know if you need any more info.

\$35  
x 4  
\$140



State of MO-PVC-ST -- C211034001

October 17, 2012 8:5 AM  
Page 1 of 1

Quote Number: 1618533.1

Prepared By: Mayer, Kyle S

World Wide Technology, Inc.  
56 Weldon Parkway  
Maryland Heights, MO 63043

Phone:  
Fax:  
e-mail:

Kyle.Mayer@wwt.com  
MAYER, KYLE S

Account Manager:  
Acct. Mgr. Phone:  
Acct. Mgr. e-mail:

Submitted Date:  
Contact:  
Agency/Company:

Irish, Ryan  
Boone County, MO - Information Technology  
573-868-4445  
irish@boonecountymo.org  
HP 6300  
1618533.1

Phone:  
Fax:  
e-mail:  
Bid #:  
WWT Quote #:

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	*ATS (Days)
1	HP Business Desktop Pro 6300 B5N08UT Desktop Computer - Intel Core i3 i3-2120 3.3GHz - Small Form Factor - 4 GB RAM - 500 GB HDD - DVD/Writer - Intel HD 2000 Graphics Card - Genuine Windows 7 Professional - Display/Port **Promo expires Oct 31 2012*	HEWLETT PACKARD	B5N08UT#ABA	1	\$561.91	\$561.91	

Subtotal: \$561.91  
0% Contract Fee (Minimum \$0.00): \$0.00  
Shipping Charges: \$0.00  
Grand Total: \$561.91

\* ATS - Available to Ship

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Please call 888-234-8898  
Option #1 - Sales/Piece Order  
Option #2 - Order Status/Return  
Option #3 - Hardware Maintenance Pricing

Any items that have been opened prior to return could be refused by the vendor/supplier. Items returned after 30 days may not be returnable due to vendor restrictions.

X 4  
= \$2,247.60

B&H Federal/GSA Government, Education & Corporate Students/Educators

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Welcome! Login/Register

0 Items - \$0.00

Wish List | Track Order

CB-22

Home Search:cb-22 A/V Presentation Floor, Wall & Table Boxes FSR CB-22S

FSR CB-22S Smart Executive Ceiling Enclosure

Tweet Like 0 Prev (Sold) Next

FSR



MORE IMAGES

Price: \$679.95

X1

Calculate Shipping

Usually ships in 7-10 business days

B&H # FSCBMS Min# CB-22S

Product Overview

Product Highlights

- Smart Green Enclosure
- Thermostatically Controlled Fan

Bill Me Later

No payments. No interest if paid in full in 9 Months. On orders over \$250. Subject to credit approval. See Terms

New Bill Me Later® Customers Get \$20 off \$100

What item is right for you?

Ask our Experts!

800.894.9703

Live Chat

Overview Specifications What's in the Box Accessories

The FSR CB-22S Smart Executive Ceiling Enclosure is ideal for standard 2 x 2' drop ceiling installations with electrical connections and AV/data signal routing and brackets for 2 full rack or 4 half rack spaces of equipment above the ceiling.

Smart Green Enclosure uses Smart Sense technology which detects the projector's power state for turning switched outlets on and off

Thermostatically control fan keeps equipment at optimum operating temperature

3 switched outlets

2 un-switched receptacles

Brackets for 2 rack spaces or 4 half rack spaces of equipment

White trim ring matches ceiling grid

Anywhere a Projector or Display is Ceiling Mounted

- Conference Centers
- General Meeting Facilities
- Airports
- Schools
- Training Facilities
- Museums
- and more

Essential Accessories

Cables & Cable Management Show more>



Rip-Tie - Use 1/2" x 4" Light-Duty Strap (Pack of 10) (Rainbow)

Price: \$8.99

System Extensions Show more>



FSR - IPS-V410S-BLK HD-16 to HD-16 Female Insert Plate (Black)

Price: \$22.95

This item is usually Drop Shipped from the MFR/Distributor within 7-10 business days (subject to availability). Your order will be charged at the time of placing the order with the vendor. Item is non-cancelable and non-returnable.

See any errors on this page? Let us know.

Sales: 800.894.9703 or 212.592.6230 Customer Service: 800.221.5743 or 212.239.7765

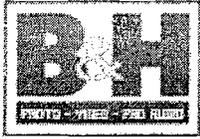
Hours of Operation

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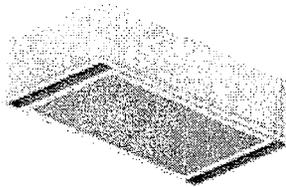
800.894.9703 / 212.502.6230

Home AV Presentation Floor, Wall & Table Boxes FSR CB-12

### FSR CB-12 Classroom Ceiling Enclosure

[email](#) [print](#)

# FSR



MORE IMAGES

Price: \$326.50 *X2*

[Calculate Shipping](#)

Usually ships in 7-10 business days

B&H # FSCB12 ■ Mfr# CB-12

write a review

#### Bill Me Later

No payments. No interest if paid in full in 6 Months on orders over \$250. Subject to credit approval. See [terms and conditions](#).

[New Bill Me Later® Customers Get \\$20 off](#)

[Overview](#) [Specifications](#) [What's in the Box](#) [Accessories](#)

The FSR CB-12 Classroom Ceiling Enclosure is ideal for classroom projectors and drops into standard 2 x 1' drop ceiling installations with electrical connections and AV/data signal routing.

- Power receptacle for projector
- 3 un-switched receptacles
- Brackets for 2 1/2 rack pieces of equipment
- White trim ring matches ceiling grid
- Optional fan kit available

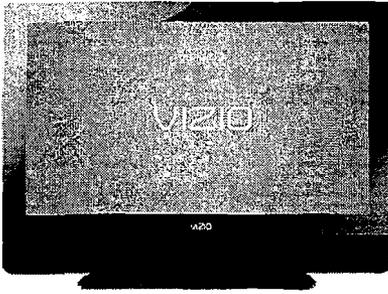
Ess

Cab



Syst





**VIZIO 32" Class 720p 60Hz LCD HDTV, VW32**

Buy from Walmart

Shipping & Pickup

**\$378.<sup>98</sup>**

Not Available at this time

**Item Description**

**Experience the lifelike realism of high-definition video on this advanced 720p HDTV.** The tuner can receive conventional analog channels (NTSC) and the new digital channels (ATSC), including over-the-air HDTV broadcasts (where available) and unscrambled digital cable channels. An exceptional contrast ratio and fast 8-ms. response time deliver excellent picture quality. Two HDMI port and a variety of other inputs make it simple to connect DVD players, digital cameras, camcorders, game consoles, surround-sound systems and even your computer. The base can be removed for wall mounting with an optional VESA mounting kit.

**Note:** You must have a source of HD programming in order to take full advantage of the VIZIO 32" LCD HDTV. Contact your local cable or satellite TV provider for details on how to upgrade.

**One Year Warranty with In-Home Service!**

Simply call VIZIO Toll-Free at (888) 849-4623. If a problem cannot be taken care of over the phone a technician will be sent to you home.

**VIZIO 32" Class 720p LCD HDTV with Digital Tuner, VW32::**

- 32-inch widescreen LCD  
Delivers 1366 x 768 resolution with more than a million pixels for superb picture quality at 720p
- Built-in ATSC digital/NTSC analog tuner  
Receives conventional analog broadcasts and digital broadcasts, including HDTV programs where available
- 1100:1 typical contrast ratio, 5500:1 dynamic contrast ratio, and 8-ms. response time  
Ensure deeper blacks and brighter whites along with less blurring when there is motion onscreen
- HDMI, component video, S-video, composite video, audio and computer inputs  
Accommodate DVD players, camcorders, computers and other gear
- Two built-in speakers and virtual surround sound  
Furnish room-filling audio with a surround sound effect
- 3.9 inches deep with removable stand  
Mounts on a wall with an optional VESA-compatible kit (sold separately) 200 x 420
- Wireless remote control included: Yes

**Specifications**

[Top of Page](#)



**Display**

Image Aspect Ratio:	16:9
Comb Filter:	3D digital
Additional Features:	Video noise reduction, on-screen menu, 3:2 pull down compensation, 2:3 pull down compensation, progressive scan
Display Format:	720p
Resolution:	1366 x 768
Viewing Angle:	178 degrees
Viewing Angle (Vertical):	178 degrees
V-Chip Control:	Yes
Image Contrast Ratio:	700:1
Brightness:	400 cd/m2
Color Depth:	16.7 million colors

**TV Tuner**

Stereo Reception System:	NTS
Secondary Audio Program (SAP):	Yes

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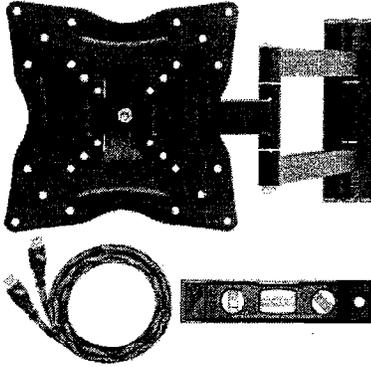
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Cart

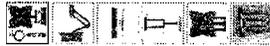
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Trade-In



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**Cheetah Mounts ALAMLB LCD TV Wall Mount Bracket with Full Motion Swing Out Tilt and Swivel Articulating Arm for 23-37" Flat Screen Displays with VESA 100 or 200 Mount Patterns**

by **Cheetah**

(232 customer reviews) (167)

List Price: ~~\$89.96~~  
 Price: **\$25.00** & this item ships for **FREE with Super Saver Shipping**. [Details](#)

You Save: \$64.96 (72%)

**In Stock.**  
 Sold by **CheetahMounts** and **Fulfilled by Amazon**. Gift-wrap available.

**Want it delivered Monday, October 22?** Order it in the next 40 hours and 19 minutes, and choose **One-Day Shipping** at checkout. [Details](#)

**7 new** from \$18.30 **6 used** from \$21.74

Quantity: 1

Yes, I want **FREE Two-Day Shipping** with **Amazon Prime**

or

[Sign in](#) to turn on 1-Click ordering.

**More Buying Choices**

Amazon.com  
 \$26.58  See how this is **FREE** with Super Saver Shipping. [Details](#)

Value Max  
 \$49.99  Free Shipping

**13 used & new** from \$18.30

Have one to sell?

[Share](#)

**Product Features**

- Installation Manual, All Hardware and 6" Magnetic Bubble Level Included
- Single Stud Installation, Powder Coat Paint
- ±15° Tilt, 4° Rotation Adjustment
- 20" Extension, 180° Swivel
- Fits VESA 100 and 200, Up To 65Lbs

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**LCD Wall Mount Brackets** - Buy **Wall-Mount & Tilting Stands**. Professional **TV Stand LCD Mounts**. [www.displays2go.com/LCDWallMounts](http://www.displays2go.com/LCDWallMounts)

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**\$13.99 TV Wall Mounts** - for 19-60" **lcd, led & plasma tv's**. Lowest price online & fast shipping [tvwallmounts.bargaintory.com/](http://tvwallmounts.bargaintory.com/)

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**Frequently Bought Together**



**Price For Both: \$52.99**

Show availability and shipping details

- This item:** Cheetah Mounts ALAMLB LCD TV Wall Mount Bracket with Full Motion Swing Out Tilt and Swivel Articulating Arm for 23-37" Flat Screen Displays with VESA 100 or 200 Mount Patterns \$25.00
- Cheetah Mounts APTMM2B Flat Screen TV Wall Mount Bracket for 32-65-Inch Plasma LED LCD TV \$27.99

**What Other Items Do Customers Buy After Viewing This Item?**



VideoSecu LCD LED TV Wall Mount Full Motion with Swivel Articulating Arm for 23-37 inches, up to 42 inches in TV Flat Panel Screen With VESA 200 100, 20 in extension and Post-installation Leveling System A35

(689)  
 \$25.00



VideoSecu Articulating LCD LED TV Wall Mount Full Motion Tilt Swivel Monitor Mount Bracket for most 22" to 37" Flat Screen with VESA 100 200 Mount Pattern 1XE

(370)  
 \$19.99

Cheetah Mounts APTMM2B Flat Screen TV Wall Mount Bracket for 32-65-Inch Plasma LED LCD TV



State of MO - Cisco -- C210033001

October 17, 2012, 10:2 AM  
Page 1 of 1  
Quote Number: 1619382.2

Prepared By: Meyer, Kyle S  
World Wide Technology, Inc.  
56 Weidon Parkway  
Maryland Heights, MO 63043  
Phone:  
Fax:  
e-mail: Kyle.Meyer@wvt.com  
P.O.C.: MAYER, KYLE S  
Account Manager:  
Acct. Mgr. Phone:  
Acct. Mgr. e-mail:

Submitted Date:  
Contact: Irish, Ryan  
Agency/Company: Boone County, MO - Information Technology  
Phone: 573-888-4445  
Fax: irish@boonecountymo.org  
e-mail:  
Bid #: Catalyst 2860  
WWT Quote #: 1619382.2

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	*ATS (Days)
1	Catalyst 2860 48 10/100 PoE + 2 1000BT + 2 SFP LAN Base Image-1	CISCO SYSTEMS (CISCOPRO)	WS-C2860-48PST-L	1	\$2,607.10	\$2,607.10	
2	Catalyst 2860 24 10/100 PoE + 2 T/SFP LAN Base Image-3	CISCO SYSTEMS (CISCOPRO)	WS-C2860-24PC-L	2	\$1,447.10	\$2,894.20	

Subtotal: \$5,501.30  
0% Contract Fee (Minimum \$0.00): \$0.00  
Shipping Charges: \$0.00  
Grand Total: \$5,501.30

\* ATS - Available to Ship

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Please call 888-234-8888  
Option #1 - Step Price Order  
Option #2 - Order Status/Return  
Option #3 - Hardware Maintenance Pricing

Any items that have been opened prior to return could be refused by the vendor/supplier. Items returned after 30 days may not be returnable due to vendor restrictions.



State of MO-PVC-ST -- C211034001

October 21, 2012 8:36 AM  
Page 1 of 1  
Quote Number: 1821645.1

Prepared By: Mayer, Kyle S  
World Wide Technology, Inc.  
56 Weiden Parkway  
Maryland Heights, MO 63043  
Phone:  
e-mail: Kyle.Mayer@wwt.com  
P.O.C.: MAYER, KYLE S  
Account Manager:  
Acct. Mgr. Phone:  
Acct. Mgr. e-mail:

Submitted Date:  
Contact: Irish, Ryan  
Agency/Company: Boone County, MO - Informelon Technology  
Phone: 573-886-4445  
Fax: rfish@boonecountymo.org  
Bld #: Hubbell Patch Panel  
WWT Quote #: 1821645.1

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	ATS (Days)
1	Hubbell NEXTSPEED Universal Patch Panel P6E24U - Patch panel - black - 1U - 24 ports	HUBBELL	P6E24U	4	\$153.34	\$613.36	

Subtotal: \$613.36  
0% Contract Fee (Minimum \$0.00): \$0.00  
Shipping Charges: \$0.00  
Grand Total: \$613.36

\* ATS - Available to Ship

To learn more about WWT's Cisco Authorized Training Courses, Rates, Promotions, go online to <http://www.wwt.com/cisotraining.html> or call WWT today at (800) 432-7008

Please call 888-224-8898  
Option #1 - Select Price Order  
Option #2 - Order Status/Return  
Option #3 - Hardware Maintenance Pricing

Any items that have been opened prior to return, could be refused by the vendor/supplier. Items returned after 30 days may not be returnable due to vendor restrictions.



"Digi - Your Surveillance Source"  
 TERO Certified 100% Indian Owned  
 2533 W 519 Pryor, OK 74361  
 918.824.2520  
[www.digiss.com](http://www.digiss.com)

**Proposal**

**Boone County (Internal Jail Cams + 60CH Conversion + Interview + Outdoor)**

**Total** \$51,651.50  
**Date** 10-15-2012  
**PO #** NA  
**Reference** Boone County (Internal Jail Cams + 60CH Conversion + Interview + Outdoor)  
**Contact** Chad Martin  
**Phone** (573) 876-6101  
**Email** [cmartin@boonecountymmo.org](mailto:cmartin@boonecountymmo.org)

ITEM	DESCRIPTION	MSRP	Boone Cost	Qty	MSRP EXT	Boone Cost	Boone SAVINGS
<b>Boone County - Megapixel Internal Jail Cameras + 60 Channel Conversion</b>							
3.0W-H3-DO1	3.0 MegapixelWDR Day/Night Vandal Dome, 3-9mm f/1.2 P-iris lens	\$985.00	\$689.50	2.00	\$1,970.00	\$1,379.00	\$591.00
1.0MP-HD-H264-DO1	1.0 Megapixel (720p) Day/Night Vandal Dome, 3-9mm f/1.2 lens	\$745.00	\$521.50	11.00	\$8,195.00	\$5,736.50	\$2,458.50
ENC-4P-H264	4-Port H.264 Analog Video Encoder with 4 audio support	\$345.00	\$241.50	15.00	\$5,175.00	\$3,622.50	\$1,552.50
ENC-BRK1U	Mounting bracket for 3 Avigilon Analog Video Encoders in 1U Rack Space	\$55.00	\$38.50	5.00	\$275.00	\$192.50	\$82.50
4C-HD-NVMS-ENT	Enterprise HD NVMS for 4 Camera Channels & Unlimited Viewing Clients	\$1,155.00	\$808.50	7.00	\$8,085.00	\$5,659.50	\$2,425.50
4A-HD-NVMS-ENT	Enterprise Audio License for 4 Microphones AND 4 Speaker outputs	\$410.00	\$287.00	2.00	\$820.00	\$574.00	\$246.00
15.0TB-HD-NVR	HD NVR, 15.0 TB Storage, 2U Rack Mount	\$11,660.00	\$8,162.00	1.00	\$11,660.00	\$8,162.00	\$3,498.00
Onsite Install / Service	1 Day Onsite Administration of Software Setup & Config	\$2,400.00	\$1,680.00	1.00	\$2,400.00	\$1,680.00	\$720.00
ONSITE DELIVERY	International Shipping + Onsite Delivery	\$785.00	\$785.00	1.00	\$785.00	\$785.00	\$0.00
<b>External Cameras, Interview Room, Existing Office Conversion</b>							
5.0W-H3-DO1	5.0 MegapixelWDR Day/Night Vandal Dome, 3-9mm f/1.2 P-iris lens	\$1,105.00	\$773.50	1.00	\$1,105.00	\$773.50	\$331.50
3.0W-H3-DO1	3.0 MegapixelWDR Day/Night Vandal Dome, 3-9mm f/1.2 P-iris lens	\$985.00	\$689.50	3.00	\$2,955.00	\$2,068.50	\$886.50
3.0W-H3-D1	3.0 MegapixelWDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens	\$835.00	\$584.50	3.00	\$2,505.00	\$1,753.50	\$751.50
2.0-H3-D1	2.0 Megapixel 4.3-84mm AFZoom Camera	\$765.00	\$535.50	3.00	\$2,295.00	\$1,606.50	\$688.50
ES-HD-HWS	Enclosure for HD H.264 Cams, 12VDC/24VAC Heater, Wall Bracket & Sunshield	\$225.00	\$157.50	3.00	\$675.00	\$472.50	\$202.50
ENC-4P-H264	4-Port H.264 Analog Video Encoder with 4 audio support	\$345.00	\$241.50	4.00	\$1,380.00	\$966.00	\$414.00
ENC-BRK1U	Mounting bracket for 3 Avigilon Analog Video Encoders in 1U Rack Space	\$55.00	\$38.50	2.00	\$110.00	\$77.00	\$33.00
4C-HD-NVMS-ENT	Enterprise HD NVMS for 4 Camera Channels & Unlimited Viewing Clients	\$1,155.00	\$808.50	4.00	\$4,620.00	\$3,234.00	\$1,386.00
10.0TB-HD-NVR	HD NVR, 10.0 TB Storage, 2U Rack Mount	\$9,660.00	\$6,762.00	1.00	\$9,660.00	\$6,762.00	\$2,898.00
1L-HD-LP-75	Single Lane License Plate Capture Kit (Dual IR Banks, LowPass Filter, Etc)	\$4,950.00	\$3,465.00	1.00	\$4,950.00	\$3,465.00	\$1,485.00
WAPBRIDGE	High Throughput Wireless AP / Bridge (2xAPs+Antenna)	\$155.00	\$108.50	2.00	\$310.00	\$217.00	\$93.00
Onsite Install / Service	1 Day Onsite Administration of Software Setup & Config	\$2,400.00	\$1,680.00	1.00	\$2,400.00	\$1,680.00	\$720.00
ONSITE DELIVERY	International Shipping + Onsite Delivery	\$785.00	\$785.00	1.00	\$785.00	\$785.00	\$0.00
					<b>MSRP Total</b>	<b>Boone Total</b>	<b>Boone Savings</b>
					<b>\$73,115.00</b>	<b>\$51,651.50</b>	<b>\$21,463.50</b>

**Total:** \$51,651.50  
**Date:** 10-15-2012

**Accepted Payments:** PO w/ Company Check, Visa, MasterCard, American Express, Discover  
**Payment Terms:** Total Due On Invoice Receipt  
**Payable to:** Digi Surveillance Systems



## Chad Martin - Proposal / Interview Room Workstation

---

**From:** "Joshua Herron" <josh@digiss.com>  
**To:** "Chad Martin" <cmartin@boonecountymmo.org>  
**Date:** 10/16/2012 6:54 AM  
**Subject:** Proposal / Interview Room Workstation  
**CC:** <josh@digiss.com>  
**Attachments:** 2012-10-15-BooneCountyJail-All.pdf

---

Chad,

The interview room workstation server is the following:

Avigilon  
**2.0TB-HD-NVRWS** HD NVR Workstation, 2.0 TB Storage

Normal MSRP: \$3,260.00  
Your Cost: \$1,750.00

It is a QuadCore Xeon, DVDRW, 3 Year Onsite Warranty, 2TB Storage, Separate 250GB O/S Drive, Dell T35 or 5500, Win7Pro 64

You can get a server that will work with the following specs:

QuadCore Processor  
Windows 7 Professional 64Bit  
6GB RAM  
250 GB Drive (Enterprise Class) for Operating System  
2TB Drive (Enterprise Class) for Storage

Joshua Herron  
CCNA – CSC011769868  
Digi Surveillance Systems  
TERO - 100% American Indian Owned  
Digi Software Integration Group  
Mobile 918.864.1861  
Office 918.824.2520  
Email [josh@digiss.com](mailto:josh@digiss.com)  
Toll Free 800.705.2280  
Fax 800.705.2280  
Web [www.digiss.com](http://www.digiss.com)  
Municipal <http://city.digiss.com/>  
Manufacturing <http://mfg.digiss.com/>

Mark 12:30 "Love the Lord your God with all your heart and with all your soul and with all your mind and with all your strength."



October 30, 2012 5:17 PM

State of MO-PVC-ST -- C211034001

Page 1 of 1

Quote Number: 1626412.2

Prepared By: Mayer, Kyle S

World Wide Technology, Inc.  
56 Weldon Parkway  
Maryland Heights, MO 63043

Phone:  
Fax:  
e-mail: Kyle.Mayer@wwt.com  
P.O.C.: MAYER, KYLE S

Account Manager:  
Acct. Mgr. Phone:  
Acct. Mgr. e-mail:

Submitted Date:  
Contact: Irish, Ryan  
Agency/Company: Boone County, MO - Information Technology

Phone: 573-886-4445  
Fax:  
e-mail: rirish@boonecountymo.org

Bid #: APC Back-UPS  
WWT Quote #: 1626412.2

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	*ATS (Days)
1	APC Back-UPS RS BR1000G 1000 VA Tower UPS - 1 KVA/600 WTower 0.12 Hour Full Load - 4 x NEMA 5-15R - Battery Backup System, 4 x NEMA 5-15R - Surge-protected	AMERICAN POWER CONVERSION CORP.	BR1000G	7	\$133.59	\$935.13	

Subtotal: \$935.13  
 0% Contract Fee (Minimum \$0.00): \$0.00  
 Shipping Charges: \$0.00  
 Grand Total: \$935.13

\* ATS - Available to Ship

To learn more about WWT's Cisco Authorized Training Courses, Rates, Promotions, go online to <http://www.wwt.com/ciscotraining.html> or call WWT today at (800) 432-7008

Please call 888-234-8898  
 Option #1 - Sales/Place Order  
 Option #2 - Order Status/Return  
 Option #3 - Hardware Maintenance Pricing

Any items that have been opened prior to return could be refused by the vendor/supplier. Items returned after 30 days may not be returnable due to vendor restrictions.

## Fund Statement - Sheriff Revolving Fund 255 (Nonmajor)

	2011 Actual	2012 Budget	2012 Projected	2013 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	75,989	86,282	107,566	90,612
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	688	590	644	648
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>76,677</b>	<b>86,872</b>	<b>108,210</b>	<b>91,260</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	-	-	-	-
<b>Fund Balance Used for Operations</b>	-	-	-	-
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 76,677</b>	<b>86,872</b>	<b>108,210</b>	<b>91,260</b>
 <b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	5,530	4,456	4,454	-
Dues Travel & Training	6,216	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	13,675	21,952	21,658	19,874
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	(74)	-
Fixed Asset Additions	25,585	57,035	56,768	-
<b>Total Expenditures</b>	<b>51,006</b>	<b>83,443</b>	<b>82,806</b>	<b>19,874</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	-	-	-	-
<b>TOTAL FINANCIAL USES</b>	<b>\$ 51,006</b>	<b>83,443</b>	<b>82,806</b>	<b>19,874</b>
 <b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ 89,958	104,185	104,185	129,396
Less encumbrances, beginning of year	(11,637)	(193)	(193)	-
Add encumbrances, end of year	193	193	-	-
Fund Balance Increase (Decrease) resulting from operations	25,671	3,429	25,404	71,386
<b>FUND BALANCE (GAAP), end of year</b>	<b>104,185</b>	<b>107,614</b>	<b>129,396</b>	<b>200,782</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>				
	\$ (193)	\$ (193)	\$ -	\$ -
<b>NET FUND BALANCE, end of year</b>	<b>\$ 103,992</b>	<b>107,421</b>	<b>129,396</b>	<b>200,782</b>

## Jason Gibson - Re: Avigilon Video Camera Surveillance System at BCSD

---

**From:** Aron Gish  
**To:** Chad Martin; Jason Gibson  
**Date:** 11/5/2012 1:19 PM  
**Subject:** Re: Avigilon Video Camera Surveillance System at BCSD  
**CC:** Dwayne Carey; Leasa Quick

---

As a general rule of thumb we look at server replacements after 3-5 years in service. Single use servers like this one tend to have an extended life and a estimate of 5-7 years would be fair in my opinion. Estimated maintenance after the 3 year warranty would run about \$400.00 annually. Replacement would be around the cost of the original server.

>>>

**From:** Chad Martin  
**To:** Jason Gibson  
**CC:** Aron Gish; Dwayne Carey; Leasa Quick  
**Date:** 11/5/2012 11:54 AM  
**Subject:** Avigilon Video Camera Surveillance System at BCSD

Jason,

No on the maintenance. Purchasing had me do it the first time and I have since discussed it with I.T. and it is not needed. I.T. will be housing the servers in the Government Center and putting them on maintenance with an outside vendor once the warranty expires. We did not discuss it beyond that as that is 3 years down the road.

Once the warranty is up on the components (not the servers) it will just be replacement/repair as needed and we will use 1251, 1255, or 1256 (whichever is appropriate).

The servers would be the only items I would be concerned about needing replaced before they fail. That would be a question for I.T. as I am not sure how often that would be needed.

The Sheriff and I did not discuss a source of funds for replacement. I have CC'd both Aron and the Sheriff on this in case they wish to weigh in on the topic.

--Chad

>>> Jason Gibson 11/5/2012 10:27 AM >>>

Chad, when I presented the budget amendment to June for her signature, she had a few questions that I need to follow up on.

In the original quote/contract there was pricing for an extended warranty. On this new quote of \$51,651.50 I don't see any pricing for maintenance. Are we going to be paying any additional maintenance cost on this item? If extended maintenance is included in the contract, after it expires what is the plan for coverage and where will it paid for?

Are there any other ongoing operating costs that we may need to consider?

What is the expected useful life on this system? What is the plan for replacement at the end of the useful life?

**Jason Gibson**

Accountant

Boone County Auditor

801 E. Walnut, Rm. 304

Columbia, Missouri 65201

Phone 573-886-4277

Fax 573-886-4280

<http://www.showmeboone.com/AUDITOR/>

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20

12

County of Boone

In the County Commission of said county, on the

20<sup>th</sup>

day of

November

20

12

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

Now on this day the County Commission of the County of Boone does hereby accept the attached proclamation honoring K9 Police Service Dog, Utz, for many years of service to the community. It is further ordered the Boone County Commissioners are hereby authorized to sign said proclamation

Done this 20<sup>th</sup> day of November, 2012.

ATTEST:

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

Daniel K. Atwill  
Presiding Commissioner

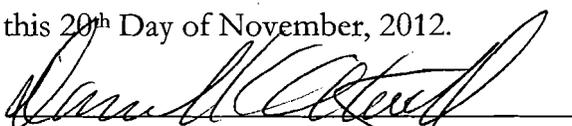
Karen M. Miller  
District I Commissioner

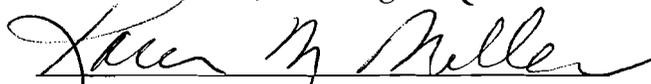
Skip Elkin  
District II Commissioner

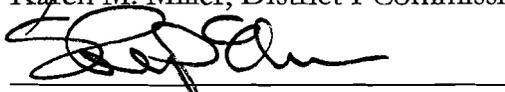
## PROCLAMATION HONORING UTZ, K9 SERVICE DOG

- Whereas,** Boone County K9, Utz, and Deputy Chris Smith worked together for over ten years, from June 10, 2002 through October 6, 2012;
- Whereas,** Utz and Deputy Smith trained together for over 2000 hours, creating a highly skilled and successful team;
- Whereas,** in the line of duty, Deputy Smith deployed K9 Utz over 2000 times;
- Whereas,** during that time, utilizing Utz's superior tracking abilities, they located and apprehended over 70 subjects. Several of these tracks were for distances well over a mile;
- Whereas,** Utz and Deputy Smith had over 100 narcotics finds from traffic stops and building searches to include various amounts of marijuana, methamphetamine, cocaine and heroin;
- Whereas,** Utz and Deputy Smith Located discarded firearms and assisted with the recovery of stolen property;
- Whereas,** Utz and Deputy Smith performed over 100 demonstrations to the public in an effort to educate and serve the community;
- Therefore,** we hereby honor Utz for his many years of outstanding service to both the Boone County Sheriff's Department and the community, through which he positively impacted the public safety and security of all Boone Countians.

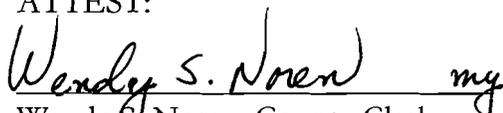
**IN TESTIMONY WHEREOF,** this 20<sup>th</sup> Day of November, 2012.

  
Daniel K. Atwill, Presiding Commissioner

  
Katen M. Miller, District I Commissioner

  
Skip Elkin, District II Commissioner

ATTEST:

  
Wendy S. Noren, County Clerk

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

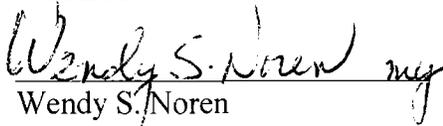
In the County Commission of said county, on the 20th day of November 20 12

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

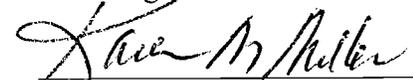
Now on this day the Boone County Commission of the County of Boone does hereby approve the agreement with Boone County National Bank, Boone County, and Boone County Collector. The terms of this agreement are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 20th day of November, 2012.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**SUB-AGREEMENT FOR  
Safekeeping Agreement**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of NOVEMBER, 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission and the County Collector, herein "County" and **Central Trust Bank**, herein "Bank"

**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 Sub-Agreement for **Safekeeping Agreement**, Depository Agreement Amendment Number One, County of Boone Request for Proposal for Depository of County Funds for two year period commencing September 1, 2011, including instructions, Terms and Conditions, Proposal Submission Information, the unexecuted Proposal Response/Pricing Page, all exhibits issued as part of the RFP, the Questions and Responses distributed by the County Clerk, the Proposal Evaluation Guide, Depository Bid Review Excel file issued to Boone County National Bank, the clarification electronic mail from Judy Starr dated July 8, 2011 regarding the Depository Bid Review Excel File, Boone County National Bank's proposal response dated June 20, 2011, executed by Judy Starr, EVP, CFO, on behalf of Boone County National Bank. All such documents shall constitute the contract documents, which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Sub-Agreement, the proposal specifications including Instructions, Terms and Conditions, Proposal Submission Information, the unexecuted Proposal Response/Pricing Page, exhibits issued as part of the RFP, the Questions and Responses distributed by the County Clerk, the Proposal Evaluation Guide Depository Bid Review Excel File issued to Boone County National Bank, the clarification electronic mail from Judy Starr dated July 8, 2011 regarding the Depository Bid Review Excel File and Boone County National Bank's proposal response dated June 20, 2011, executed by Judy Starr, EVP, CFO, on behalf of Boone County National Bank, shall prevail and control over the terms contained in the **Safekeeping Agreement**, a copy of which is attached hereto and incorporated herein by reference. In addition, the following portions of the Safekeeping Agreement are specifically NOT part of this Sub-Agreement and are to be considered deleted or modified as set forth below:

- a). Paragraph #2 is modified to indicate that County's Securities held in Bank's customer account at the Federal Reserve will be identified as owned solely by the County through Bank's safekeeping records.
- b). All references to fees shall be considered modified to be consistent with the documents incorporated by reference above.
- c). Paragraph #8 regarding indemnity by County is deleted.

- d). Paragraph #13 is modified to reflect that it is not the entire agreement, and is further modified to be consistent with the documents incorporated by reference above.
- e). Paragraph #15 regarding termination is modified to be consistent with the documents incorporated by reference above.
- f). The rate of return on any investments placed under this Sub-Agreement will be mutually-agreed upon between the County Collector and Bank, and any rate of return will be subject to periodic review by either party.

2. **Binding Effect** – This Sub-Agreement shall be binding upon the parties hereto and their successors and assigns for so long as the Depository Agreement that incorporates Boone County National Bank’s proposal response dated June 20, 2011, executed by Judy Starr, EVP, CFO, is in effect, and may be modified only by the mutual, written agreement of the parties.

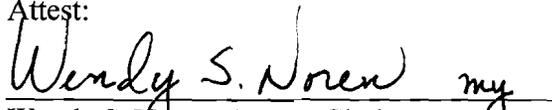
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**BOONE COUNTY, MISSOURI**

By:

  
Daniel K. Atwill, Presiding Commissioner

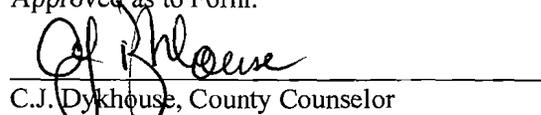
Attest:

  
Wendy S. Noren, County Clerk

Approved:

  
Patricia S. Lensmeyer, Boone County Collector

Approved as to Form:

  
C.J. Dykhouse, County Counselor

**THE CENTRAL TRUST BANK**

By:

Amanda Bolinger

Dated: \_\_\_\_\_

Printed Name: Amanda Bolinger

Title: Fixed Income Manager

**ATTACHMENT**

**Safekeeping Agreement**

## SAFEKEEPING AGREEMENT

**THIS SAFEKEEPING AGREEMENT** is made and entered into, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **THE CENTRAL TRUST BANK**, a Missouri trust company ("**CTB**") and \_\_\_\_\_, a \_\_\_\_\_ ("**Customer**").

### Recitals:

A. Customer has requested that CTB open a safekeeping account as custodian for and on behalf of Customer (the "**Account**") and to place in the Account such monies, stocks, bonds, mortgages, and other financial instruments (the "**Securities**") as Customer directs; and

B. CTB is willing to do so upon the terms and conditions hereinafter described.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Securities placed in the Account may be held on Customer's behalf in accounts maintained by CTB with any domestic depository that provides handling, clearance, or safekeeping services including, without limitation, federal book entry accounts with the Federal Reserve Bank of St. Louis, commercial paper book entry or a bank or trust company licensed by the United States of America or any state thereof.

2. CTB may hold Securities in bulk with securities of the class of the same issues and the Securities held on behalf of Customer may be co-mingled with securities held by CTB on behalf of other customers.

3. CTB has no obligation to supervise, make recommendations, or to advise Customer with regard to the sale, purchase, investment, retention or other disposition of the Securities. Customer expressly acknowledges that CTB's obligations under this Safekeeping Agreement are solely to act as custodian of the Securities and CTB has no obligation to monitor the quality, suitability or character of any Securities.

4. CTB will collect all income or other property payable in connection with Securities, as well as any principal due upon maturity, redemption or sale thereof, in accordance with Bank's usual and customary business practice, but CTB shall bear no responsibility for failure to make such collections beyond the exercise of due care. In the event that CTB credits customer's Account in anticipation of being able to collect monies which CTB is then unable to collect, Customer agrees to promptly reimburse CTB in immediately available funds.

5. CTB will debit Customer's Account for the cost of purchasing Securities as instructed by Customer. CTB is authorized to accept and rely on all written and oral instructions

given by Customer, or reasonably believed by CTB to have been given by Customer, to make sales, purchases, or to otherwise deal with Securities. CTB may electronically record any telephone calls. Customer assumes responsibility for any loss, claim or expense CTB incurs in following Customer's instructions except in the case of CTB's failure to act in good faith or in accordance with the reasonable commercial standards of the banking business. CTB shall not be liable for delays or failure to carry out instructions due to circumstances beyond CTB's control. Customer must make all claims for failure to properly follow Customer's instructions within forty-five (45) days from the date on which Customer's instructions were received or Customer expressly waives such claims. With respect to any instructions to take receipt of Securities in transactions not placed through CTB, CTB assumes no responsibility for non-receipt of securities.

6. CTB shall advise Customer of its knowledge concerning any rights, calls, exchange or conversion privileges and matters of similar nature affecting Securities. CTB shall have no liability for failure to inform Customer of the calling for payment of such Securities, nor be responsible for the failure to present such Securities for payment. Collection of funds on called or pre-refunded bonds, put options, tenders shall be attempted on a best efforts basis only. CTB does not guarantee to identify or collect on these types of Securities. If CTB holds securities at depositories or off-site locations and the same are called for partial redemption by issue, CTB, in its sole discretion, will allot the called portion to the respective holders in any manner deemed to be fair and equitable in CTB's sole judgment.

7. Payments due for the services provided hereunder shall be made by Customer to CTB at such times and in such amounts as are provided in CTB's published Schedule of Safekeeping Fees, the current edition of which is attached hereto as Exhibit A, but which is subject to change from time to time without prior notice to Customer. CTB shall have a lien upon Securities held under this Agreement and upon any deposit account of Customer for payment, fees, expenses, and commitments CTB makes pursuant to Customer's instructions and/or any other liabilities of Customer to CTB.

8. Customer shall indemnify CTB, its directors, officers, employees and agents, from and against all claims, losses, liabilities, and expenses of any nature or kind including, without limitation, CTB's reasonable legal fees and any and all expenses arising from any claim of any party resulting from actions CTB takes in accordance with the provisions of this Agreement.

9. CTB shall not be liable, directly or indirectly, for any damages or expenses arising out of the services CTB provides in accordance with this agreement except where CTB fails to act in good faith or in accordance with reasonable commercial standards of the banking business. In no event shall CTB be liable for special, consequential, or punitive damages even when CTB has been advised of the possibility of such damages.

10. CTB will indemnify Customer for any loss of Security in CTB's custody occasioned by the negligence or dishonesty of CTB's officers or employees. In the event that there is a loss of Securities for which CTB is obligated to indemnify Customer, Securities shall be promptly replaced or the value of Securities and the value of any loss of rights or privileges resulting from said loss of Securities shall be promptly replaced.

11. Customer represents to CTB that Customer is the rightful owner of all bearer Securities deposited in this Account and that Customer is empowered and authorized to enter into this Agreement.

12. If any provision of this Agreement is invalid or is determined to be invalid under any applicable statute or rule of law, then it is, to that extent, deemed to be omitted from this Agreement, the remainder of which will remain in full force and effect.

13. This Agreement constitutes the entire agreement and understanding between CTB and Customer and supersedes all proposals, communications, understandings or agreements, if any, written or oral, relating to the subject matter of this Agreement, and shall not be modified except in writing, signed by the party against whom the modification is to be forced.

14. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Missouri.

15. Either party may terminate this Agreement at any time upon five (5) days prior written notice. The delivery of Securities held in Customer's account as directed by Customer shall release CTB from all further liability and responsibility under this Agreement.

**IN WITNESS WHEREOF**, the parties have entered into this Safekeeping Agreement as of the day and year first above written.

The Central Trust Bank  
Jefferson City, MO

By: *Patricia S. Lensmeyer*  
PATRICIA S. LENSMEYER, CONTROLLER  
Tax ID Number: 43-6000349

By: *Amanda Belinger*  
Manager, Fixed Income Operations

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

20th

day of November

20 12

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

Now on this day the Boone County Commission of the County of Boone does hereby approve the Proposal for Consultant Services with Allstate Consultants, LLC for Geotechnical engineering services for projects on St Charles Road and Range Line Road. The terms of this proposal are stipulated in the attached proposal. It is further ordered the Presiding Commissioner is hereby authorized to sign said proposal.

Done this 20th day of November, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

Karen M. Miller

District I Commissioner

Skip Elkin

Skip Elkin

District II Commissioner

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the \_\_\_\_\_ day of November, 2012, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

**Consultant Name:** Allstate Consultants, LLC 3312 LeMone Industrial Blvd, Columbia, MO 65201

**Project/Work Description:** Geotechnical engineering services for projects on St. Charles Rd and Range Line Rd

**Proposal Description:** See attached proposal from Allstate Consultants, Inc., dated November 6, 2012, and signed by William A. Barrow.

**Modifications to Proposal:** Fees and expenses shall not exceed \$14,687.00 for work related to St Charles Road and shall not exceed \$9,581.00 for work related to Range Line Road without prior written approval of Owner. Specific direction from Boone County Resource Management will be required before Consultant performs any additional soil borings as described in the proposal.

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

**ALLSTATE CONSULTANTS, INC.**

By [Signature]  
Title President

Dated: 11/13/2012

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner

Dated: 11-20-12

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**ATTEST:**

Wendy S. Noren my  
County Clerk

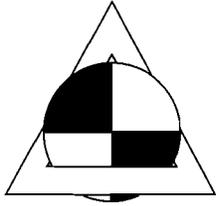
**APPROVED:**

[Signature]  
Resource Management Director

**Certification:**

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

June E. Pitchford 11/15/12 2045-71101  
Auditor by [Signature] Date



**allstate consultants llc**  
*Engineering • Planning • Surveying • Investigative • Geotechnical*

November 6, 2012

Boone County Resource Management  
Roger B. Wilson Boone County Government Center  
801 East Walnut, Room 315  
Columbia, Missouri 65201

ATTN: Mr. Dan Haid, P. E.  
Engineering Division

RE: Proposal for Geotechnical Engineering Services  
Full Depth Reclamation – St. Charles and Rangeline Roads  
Boone County, Missouri  
Proposal Number 12000.20GP

Dear Dan:

Allstate Consultants, LLC is pleased to submit our proposal to provide geotechnical engineering services for Full Depth Reclamation (FDR) projects planned in 2013 on sections of St. Charles and Rangeline Roads in Boone County as described in your Proposal Request dated November 2, 2012.

**PROJECT DESCRIPTION**

We understand the section of St. Charles Road proposed for improvement using Full Depth Reclamation will be approximately 7800 feet long and will extend the full roadway width from the beginning of Boone County maintenance, east of the Lake of the Woods Golf Course, to Karen Lane located just west of the intersection of St. Charles Road and County Route Z.

The section of Rangeline Road proposed for improvement using FDR will be approximately 2800 feet long and will extend the full roadway width from the beginning of Boone County maintenance, south of Interstate 70, then south to Richland Road.

These sections of St. Charles and Rangeline Roads have an asphalt surface course and are believed to have a crushed stone or gravel base.

Brief observations of the sections of St. Charles and Rangeline Roads to be improved indicate a number of areas are present where pavement failures have likely occurred in

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the past and spot repairs have been made over the years. Most of the repairs appear to consist of asphalt patching.

We understand the Full Depth Reclamation tentatively planned will include pulverization of the existing asphalt surfacing and any underlying chip and seal coats and crushed stone or gravel base. The FDR may also penetrate a few inches into the soil subgrade depending on the thickness of the existing pavement sections. The pulverized mixture will be stabilized with an admix, moisture conditioned, compacted, and provided with an asphalt overlay.

We understand the FDR improved roadways with new asphalt overlays will need to meet the needs of a Boone County Collector class of road and be equivalent to the roadway cross sections shown in Detail 110.04 of the Boone County Roadway Regulations.

## **SCOPE OF GEOTECHNICAL ENGINEERING SERVICES**

**General Scope of Services** – We have developed a scope of services that we believe is consistent with the scope described in your RFP dated November 2,2012. Our scope of services generally includes the following:

- Preliminary site assessment using shallow test borings along roadway sections
- Selection of a representative area for further bulk sampling and testing
- Development of recommendations for pulverization depth and method
- Bulk sampling of representative area for mix design testing using BCRM Zipper
- Selection of a stabilization admix with opportunity for BCRM review and input
- FDR mix strength design testing in laboratory using selected stabilization admix
- Development of recommendations for percentage of stabilization admix and estimation of admix quantity based on mix strength design testing
- Development of construction recommendations for pulverization; stabilizing admix application and mixing; moisture control; and compaction
- Development of recommendations for the new surface course
- Participate in pre-construction meetings if requested; be available for BCRM and Contractor questions; and consult with BCRM throughout design, bidding, and construction phases
- Provide construction monitoring throughout FDR process

**Preliminary Site Assessment** – We have planned an initial subsurface exploration using shallow test borings to assist in evaluating the existing pavement thickness and composition and the supporting soil subgrade conditions at the project sites and to assist in establishing FDR and pavement overlay design parameters. To accomplish this

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objective we plan to perform eight (8) shallow borings along the St. Charles roadway alignment and four (4) shallow borings along the Rangeline alignment. Pavement borings are expected to extend to depths of 5 feet or to auger refusal if refusal on bedrock occurs first.

Soil samples will be obtained using thin-walled tubes, where the gravel content allows, and split barrel samplers at close intervals in the borings. A geotechnical engineer will be on site throughout exploration to supervise drilling and sampling and to observe the recovered soil samples and log the borings.

Our proposal does not include costs for traffic control that will be required during performance of the test borings and Zipper sampling. Traffic control costs can be added if BCRM does not elect to provide these services.

Subsurface conditions may vary from those anticipated and may merit changes in the exploration plans described above. If additional exploration is warranted, we will contact you for authorization prior to proceeding with any additional exploration services.

**Bulk Sampling of Representative Areas** - After the preliminary test borings have been completed and basic soil index tests, including water content, density, strength and classification, have been performed, an Allstate geotechnical engineer will develop boring logs, evaluate the field and laboratory test data and select one of the test borings as a representative area for further study at each roadway site.

Allstate will recommend a depth of pulverization within the representative test area. At this time we anticipate that depth will include the pavement section including any base course and at least a few inches of the subgrade soil. With the assistance of the client and their Zipper reclamation machine, we will pulverize a small section of the pavement and obtain a large bulk sample of pulverized asphalt, base and subgrade soil similar to that expected when full scale FDR is performed.

We anticipate obtaining in the range of 500 pounds of pulverized material for mix strength design testing. Allstate will deliver this material to Palmerton & Parrish, Inc. in Springfield, Missouri who will perform the laboratory mix design testing program described below.

**Selection of Admix and Laboratory Mix Design Testing Program** – Based on the results of the preliminary site assessment and our observations of the representative bulk sample, Allstate will evaluate a range of stabilization admixtures and recommend one admix for the FDR. There will be an opportunity for BCRM review and input with

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respect to the admix recommendation. Based on our previous research and experience with FDR, we anticipate the admix recommended will likely be Portland cement.

Laboratory gradation tests will be performed on representative samples obtained from the larger bulk samples of pulverized asphalt, base and subgrade soil. A standard Proctor test will be performed on the pulverized mixture without a stabilizing admix. Based on the gradation and other characteristics of the mix, a starting admix content will be selected. A standard Proctor test will be performed at the starting admix content. Each Proctor sample will be extruded from the mold, cured and subjected to a 7 day compressive strength test.

After the Proctor test is performed, nine (9) standard Proctor samples will be molded at the optimum moisture content and at three admix contents, as described below, to evaluate 7 day compressive strength. We understand durability tests with respect to freeze-thaw and wet-dry cycles are not requested for this project.

- Mold 3 specimens at each of 3 admix contents (starting admix content, 2 % below starting and 2 % above starting). Mold total of 9 specimens. Cure and perform 7 day compressive strength tests on each specimen.

Results of the mix strength design testing program will be submitted to the client and summarized in tabular and graphic form.

**Geotechnical Engineering Report** - Following completion of the field exploration and laboratory mix design testing programs, subsurface conditions will be evaluated, the laboratory mix design test data will be analyzed and an engineering report will be prepared by a registered professional engineer specializing in geotechnical engineering. The engineering report will provide a project description, a summary of the field exploration and laboratory testing procedures, logs of the borings, laboratory test results, our recommendations for the type and percentage of admix and an estimated total quantity of admix based on the results of the mix strength design testing program. Allstate's report will also include construction recommendations for pulverization; admix application and mixing; moisture control; compaction; and the finished surface course.

In addition to providing our written report, Allstate Consultants will also be available to consult with BCRM throughout the design, bidding and construction phases; to participate in the pre-construction meetings if requested; and to answer BCRM and Contractor questions. We will also be available for construction monitoring as described later in this proposal.

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**Location of Existing Site Utilities Prior to Exploration** - During preparation for field exploration, we will contact Missouri One Call and other local utility companies to assist in locating existing site utilities. We may be required to meet the utility company representatives at the site to show them where we plan to drill the borings.

**Site Access and Boring Layout** - This proposal was developed based on our crews having the right to enter the site and the boring locations being readily accessible to a truck mounted drilling rig. Our crews will exercise care while on site. However, some minor surface damage may occur during exploration. We have not included any costs for site restoration in our estimate but we will be as careful as possible while on site and will backfill the boreholes and patch the surface with cold mix asphalt after the borings are completed. Our proposal is based on the borings being laid out by Allstate Consultants.

**Construction Observation and Testing** - Although a reasonable number of borings will be performed at the proposed site, it will not be economically feasible to perform enough exploratory borings to identify all subsurface conditions that may be present nor to identify changes that may occur in soil and groundwater conditions over time. Therefore, subsurface conditions which could affect the design and construction of this project may not become known until construction is in progress and these conditions are revealed.

Geotechnical engineers commonly employ construction observation and testing to further identify subsurface conditions as they are exposed, to verify that these conditions are consistent with those encountered in the borings and used to develop the design concepts, and to evaluate changed conditions as they are encountered in the field. To provide a complete geotechnical service, we recommend Allstate Consultants, LLC, be retained to provide observation and testing services during construction of this FDR project. The estimated costs of these construction related services have been included in this proposal.

**Schedule** - We can begin preliminary planning and scheduling of field exploration within the next few weeks and can begin field work within one week after receiving your authorization to proceed. We can schedule exploration based on your verbal approval but should still receive your written acceptance of this proposal before we begin work. We will keep you apprised of our progress and preliminary findings during exploration and laboratory testing and will call to provide preliminary verbal recommendations during preparation of our engineering report. Our completed geotechnical engineering report will be submitted within approximately 4 to 6 weeks after completion of field exploration.

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This time frame may be required due to the length of time the laboratory strength mix design testing program may take.

**Fees and Conditions** - Allstate Consultants, LLC agrees to perform the subsurface exploration, laboratory testing and geotechnical engineering services described in this proposal in accordance with the attached schedule of fees and cost estimates. Based on the anticipated and described scope of work, our fees will not exceed \$ 14,687 for St Charles Road and \$ 9,581 for Rangeline Road.

As an additional option, Allstate can perform additional soil borings and perform basic laboratory tests and develop boring logs for an additional fee of \$ 249 per soil boring.

The billing for our services will be directed to Mr. Dan Haid, P. E. of Boone County Resource Management. This proposal was prepared for the exclusive use of the client for the specific project described herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the limits of the clients proposal request. Our attached Terms and Conditions are considered a part of this proposal and will be incorporated by reference into our agreement.

You may execute this agreement by signing and dating this proposal in the spaces provided below and returning one copy to our office. If you have any questions or comments, please give us a call.

Sincerely,

**Allstate Consultants**



William A. Barrow, P.E, R.G.  
Geotechnical Manager

PROPOSAL ACCEPTED BY:

\_\_\_\_\_  
CLIENT'S FIRM NAME (PLEASE PRINT)

\_\_\_\_\_  
BY: (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PLEASE PRINT SIGNATURE)

\_\_\_\_\_  
DATE

WAB\12000.20GP  
Attachments

**COST ESTIMATE FOR GEOTECHNICAL SERVICES - NOV 6, 2012****ST. CHARLES ROAD - FULL DEPTH RECLAMATION (FDR)****FIELD EXPLORATION USING SHALLOW TEST BORINGS**

PERFORM EIGHT (8) SHALLOW TEST BORINGS ALONG ST CHARLES ROAD ALIGNMENT.  
 EXTEND BORINGS TO DEPTHS OF 5 FEET OR AUGER REFUSAL WHICHEVER OCCURS FIRST.  
 OBTAIN UNDISTURBED THIN-WALLED TUBE AND/OR DISTURBED SPLIT SPOON SAMPLES OF SUBGRADE SOILS.  
 TRAFFIC CONTROL BY BCRM. EXPLORATION SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
MOB, SOIL DRILLING & SAMPLING	HOURLY	10	\$110	\$1,100
MATERIALS/SUPPLIES	LUMP SUM	1	\$25	\$25
PER DIEM FOR 1 MAN CREW	PER DAY	1	\$100	\$100
ENGINEERING SUPERVISION	HOURLY	8	\$110	\$880
	HOURLY	4	\$120	\$480
TRAFFIC CONTROL	HOURLY	0	\$100	\$0

**FIELD EXPLORATION SUBTOTAL \$2,585**

**BULK SAMPLING USING ASPHALT ZIPPER RECLAMATION MACHINE WITH ASSISTANCE OF BCRM**

SELECT ONE REPRESENTATIVE AREA FOR FURTHER BULK SAMPLING. SELECT PULVERIZATION DEPTH.  
 PULVERIZE REPRESENTATIVE AREA WITH ZIPPER. OBTAIN 500 LB. SAMPLE OF PULVERIZED ASPHALT  
 BASE, AND SUBGRADE SOIL SIMILAR TO THAT EXPECTED WHEN FULL SCALE FDR IS PERFORMED.  
 PULVERIZATION AND PAVEMENT REPAIR WITH ASSISTANCE OF BCRM. TRAFFIC CONTROL BY BCRM.  
 DELIVER SAMPLE TO LAB FOR MIX DESIGN TESTING.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEERING SUPERVISION	HOURLY	5	\$120	\$600
FIELD TECHNICIANS	HOURLY	6	\$50	\$300
TRAFFIC CONTROL	HOURLY	0	\$100	\$0
DELIVER SAMPLE TO LAB AND RETURN		3	\$50	\$150

**BULK SAMPLING SUBTOTAL \$1,050**

**BASIC LABORATORY TESTING ON SAMPLES FROM 8 TEST BORINGS**

PERFORM LABORATORY SOIL CLASSIFICATION AND SHEAR STRENGTH TESTS INCLUDING ATTERBERG  
 LIMITS, WATER CONTENT, DENSITY AND UNCONFINED COMPRESSIVE STRENGTH ON SAMPLES FROM BORINGS.  
 SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
WATER CONTENT TESTS	EACH	16	\$6	\$96
DRY DENSITY DETERMINATIONS	EACH	16	\$10	\$160
UNCONFINED COMPRESSION	EACH	16	\$26	\$416
ATTERBERG LIMITS	EACH	8	\$75	\$600

**BASIC LABORATORY TESTING SUBTOTAL \$1,272**

**SELECT ADMIX AND PERFORM LABORATORY MIX DESIGN TESTING PROGRAM ON BULK SAMPLE.**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ADMIX SELECTION	HOURLY	2	\$120	\$240
SAMPLE PREPARATION & INITIAL GRADATION TESTS	LUMP SUM	1	\$800	\$800
STD. PROCTOR TEST - NO ADMIX	EACH	1	\$200	\$200
STD. PROCTOR TEST WITH ADMIX	EACH	1	\$350	\$350
7 DAY COMPRESSION TESTS ON STD. PROCTOR SAMPLES	EACH	5	\$20	\$100
MOLD 9 SPECIMENS AT OMC & AT THREE ADMIX CONTENTS	EACH	9	\$50	\$450
7 DAY COMPRESSION TESTS ON 9 MOLDED SPECIMENS	EACH	9	\$20	\$180
28 DAY COMPRESSION TESTS ON MOLDED SPECIMENS	EACH	0	\$20	\$0
CYCLIC WET-DRY TESTS	EACH	0	\$150	\$0
CYCLIC FREEZE-THAW TESTS	EACH	0	\$280	\$0
ENGINEERING SUPV & REPORTS	HOURLY	6	\$120	\$720

**SELECT ADMIX & MIX DESIGN SUBTOTAL \$3,040**

**COST ESTIMATE FOR GEOTECHNICAL SERVICES - NOV 6, 2012 - CONTINUED****ST. CHARLES ROAD - FULL DEPTH RECLAMATION (FDR)****GEOTECHNICAL ENGINEERING AND REPORT**

PREPARE TEST BORING LOGS & TEST REPORTS. EVALUATE SUBSURFACE CONDITIONS. DEVELOP RECOMMENDATIONS FOR TYPE & PERCENT OF ADMIX, TOTAL QUANTITY AND CONSTRUCTION RECOMMENDATIONS FOR PULVERIZATION, ADMIX APPLICATION & MIXING, MOISTURE CONTROL & COMPACTION. BE AVAILABLE FOR CONSULTING WITH BCMR & CONTRACTOR QUESTIONS.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	24	\$120	\$2,880
ENGINEER I	HOURLY	8	\$110	\$880
<b>ENGINEERING/REPORT SUBTOTAL</b>				<b>\$3,760</b>

**CONSTRUCTION OBSERVATION AND MONITORING**

ATTEND PREBID & PRECONSTRUCTION MEETINGS AS REQUIRED. PERFORM CONSTRUCTION OBSERVATION AND TESTING DURING FDR PROCESS. ASSUME FDR TAKES 4 DAYS TOTAL TIME.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	8	\$120	\$960
TECHNICIAN VI	HOURLY	4	\$105	\$420
TECHNICIAN	HOURLY	32	\$50	\$1,600
<b>CONSTRUCTION MONITORING SUBTOTAL</b>				<b>\$2,980</b>

**TOTAL ESTIMATED FEE - ST. CHARLES ROAD** **\$14,687**

**OPTIONAL ADDITIONAL SOIL BORINGS AND LAB TESTS/ PER BORING**

OPTIONAL ADDITIONAL SOIL BORINGS TO 5 FT DEPTH OR AUGER REFUSAL WITH BASIC SOIL LAB TESTS AS DESCRIBED IN EXPLORATION AND LAB TESTING ITEMS ABOVE.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
SOIL DRILLING AND SAMPLING	HOURLY	0.5	\$110	\$55
ENGINEERING SUPERVISION	HOURLY	0.5	\$110	\$55
WATER CONTENT TESTS	EACH	2	\$6	\$12
DRY DENSITY DETERMINATIONS	EACH	2	\$10	\$20
UNCONFINED COMPRESSION	EACH	2	\$26	\$52
ATTERBERG LIMITS	EACH	0	\$75	\$0
BORING LOG	EACH	0.5	\$110	\$55

**OPTIONAL ADDITIONAL COST PER ADDED BORING** **\$249**

**COST ESTIMATE FOR GEOTECHNICAL SERVICES - NOV 6, 2012****RANGE LINE ROAD - FULL DEPTH RECLAMATION (FDR)****FIELD EXPLORATION USING SHALLOW TEST BORINGS**

PERFORM FOUR (4) SHALLOW TEST BORINGS ALONG RANGELINE ROAD ALIGNMENT.  
 EXTEND BORINGS TO DEPTHS OF 5 FEET OR AUGER REFUSAL WHICHEVER OCCURS FIRST.  
 OBTAIN UNDISTURBED THIN-WALLED TUBE AND/OR DISTURBED SPLIT SPOON SAMPLES OF SUBGRADE SOILS.  
 TRAFFIC CONTROL BY BCRM. EXPLORATION SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
MOB.SOIL DRILLING & SAMPLING	HOURLY	6	\$110	\$660
MATERIALS/SUPPLIES	LUMP SUM	1	\$25	\$25
PER DIEM FOR 1 MAN CREW	PER DAY	0	\$100	\$0
ENGINEERING SUPERVISION	HOURLY	4	\$110	\$440
	HOURLY	4	\$120	\$480
TRAFFIC CONTROL	HOURLY	0	\$100	\$0

**FIELD EXPLORATION SUBTOTAL** **\$1,605**

**BULK SAMPLING USING ASPHALT ZIPPER RECLAMATION MACHINE WITH ASSISTANCE OF BCRM**

SELECT ONE REPRESENTATIVE AREA FOR FURTHER BULK SAMPLING. SELECT PULVERIZATION DEPTH.  
 PULVERIZE REPRESENTATIVE AREA WITH ZIPPER. OBTAIN 500 LB. SAMPLE OF PULVERIZED ASPHALT  
 BASE, AND SUBGRADE SOIL SIMILAR TO THAT EXPECTED WHEN FULL SCALE FDR IS PERFORMED.  
 PULVERIZATION AND PAVEMENT REPAIR WITH ASSISTANCE OF BCRM. TRAFFIC CONTROL BY BCRM.  
 DELIVER SAMPLE TO LAB FOR MIX DESIGN TESTING.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEERING SUPERVISION	HOURLY	4	\$120	\$480
FIELD TECHNICIANS	HOURLY	6	\$50	\$300
TRAFFIC CONTROL	HOURLY	0	\$100	\$0
DELIVER SAMPLE TO LAB AND RETURN		3	\$50	\$150

**BULK SAMPLING SUBTOTAL** **\$930**

**BASIC LABORATORY TESTING ON SAMPLES FROM 4 TEST BORINGS**

PERFORM LABORATORY SOIL CLASSIFICATION AND SHEAR STRENGTH TESTS INCLUDING ATTERBERG  
 LIMITS, WATER CONTENT, DENSITY AND UNCONFINED COMPRESSIVE STRENGTH ON SAMPLES FROM BORINGS.  
 SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
WATER CONTENT TESTS	EACH	8	\$6	\$48
DRY DENSITY DETERMINATIONS	EACH	8	\$10	\$80
UNCONFINED COMPRESSION	EACH	8	\$26	\$208
ATTERBERG LIMITS	EACH	4	\$75	\$300

**BASIC LABORATORY TESTING SUBTOTAL** **\$636**

**SELECT ADMIX AND PERFORM LABORATORY MIX DESIGN TESTING PROGRAM ON BULK SAMPLE.**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ADMIX SELECTION	HOURLY	1	\$120	\$120
SAMPLE PREPARATION & INITIAL GRADATION TESTS	LUMP SUM	1	\$800	\$800
STD. PROCTOR TEST - NO ADMIX	EACH	1	\$200	\$200
STD. PROCTOR TEST WITH ADMIX	EACH	1	\$350	\$350
7 DAY COMPRESSION TESTS ON STD. PROCTOR SAMPLES	EACH	5	\$20	\$100
MOLD 9 SPECIMENS AT OMC & AT THREE ADMIX CONTENTS	EACH	9	\$50	\$450
7 DAY COMPRESSION TESTS ON 9 MOLDED SPECIMENS	EACH	9	\$20	\$180
28 DAY COMPRESSION TESTS ON MOLDED SPECIMENS	EACH	0	\$20	\$0
CYCLIC WET-DRY TESTS	EACH	0	\$150	\$0
CYCLIC FREEZE-THAW TESTS	EACH	0	\$280	\$0
ENGINEERING SUPV & REPORTS	HOURLY	5	\$120	\$600

**SELECT ADMIX & MIX DESIGN SUBTOTAL** **\$2,800**

**COST ESTIMATE FOR GEOTECHNICAL SERVICES - NOV 6, 2012 - CONTINUED****RANGELINE ROAD - FULL DEPTH RECLAMATION (FDR)****GEOTECHNICAL ENGINEERING AND REPORT**

PREPARE TEST BORING LOGS & TEST REPORTS. EVALUATE SUBSURFACE CONDITIONS. DEVELOP RECOMMENDATIONS FOR TYPE & PERCENT OF ADMIX, TOTAL QUANTITY AND CONSTRUCTION RECOMMENDATIONS FOR PULVERIZATION, ADMIX APPLICATION & MIXING, MOISTURE CONTROL & COMPACTION. BE AVAILABLE FOR CONSULTING WITH BCMR & CONTRACTOR QUESTIONS.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	12	\$120	\$1,440
ENGINEER I	HOURLY	4	\$110	\$440

**ENGINEERING/REPORT SUBTOTAL** \$1,880

**CONSTRUCTION OBSERVATION AND MONITORING**

ATTEND PREBID & PRECONSTRUCTION MEETINGS AS REQUIRED. PERFORM CONSTRUCTION OBSERVATION AND TESTING DURING FDR PROCESS. ASSUME FDR TAKES 2 DAYS TOTAL TIME.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	6	\$120	\$720
TECHNICIAN VI	HOURLY	2	\$105	\$210
TECHNICIAN	HOURLY	16	\$50	\$800

**CONSTRUCTION MONITORING SUBTOTAL** \$1,730

**TOTAL ESTIMATED FEE - RANGELINE ROAD** \$9,581

**OPTIONAL ADDITIONAL SOIL BORINGS AND LAB TESTS/ PER BORING**

OPTIONAL ADDITIONAL SOIL BORINGS TO 5 FT DEPTH OR AUGER REFUSAL WITH BASIC SOIL LAB TESTS AS DESCRIBED IN EXPLORATION AND LAB TESTING ITEMS ABOVE.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
SOIL DRILLING AND SAMPLING	HOURLY	0.5	\$110	\$55
ENGINEERING SUPERVISION	HOURLY	0.5	\$110	\$55
WATER CONTENT TESTS	EACH	2	\$6	\$12
DRY DENSITY DETERMINATIONS	EACH	2	\$10	\$20
UNCONFINED COMPRESSION	EACH	2	\$26	\$52
ATTERBERG LIMITS	EACH	0	\$75	\$0
BORING LOG	EACH	0.5	\$110	\$55

**OPTIONAL ADDITIONAL COST PER ADDED BORING** \$249

# allstate consultants llc

## Rate Schedule

Revised: January 2, 2012

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$130.00
ENGINEER III.....	\$120.00
ENGINEER II.....	\$110.00
ENGINEER I.....	\$100.00
INVESTIGATIVE ENGINEER III.....	\$200.00
INVESTIGATIVE ENGINEER II.....	\$175.00
INVESTIGATIVE ENGINEER I.....	\$150.00
TECHNICIAN VI/SURVEYOR III.....	\$105.00
TECHNICIAN V/SURVEYOR II.....	\$95.00
TECHNICIAN IV/SURVEYOR I.....	\$80.00
TECHNICIAN III.....	\$70.00
TECHNICIAN II.....	\$50.00
TECHNICIAN I.....	\$35.00
CREW (1 MAN).....	\$110.00
CREW (2 MEN).....	\$130.00
CREW (3 MEN).....	\$140.00
INVESTIGATOR IV.....	\$110.00
INVESTIGATOR III.....	\$100.00
INVESTIGATOR II.....	\$75.00
INVESTIGATOR I.....	\$60.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$200.00
GPS RECEIVERS (PER UNIT).....	\$111.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$35.00/day
ATV (PER UNIT).....	\$111.00/day
MILEAGE.....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard  
Columbia, Missouri 65201  
Phone 573/875-8799  
Fax 573/875-8850  
www.allstateconsultants.net



30601 Highway 5  
Marceline, Missouri 64658  
Phone 660/376-2941  
Fax 660/376-3492  
allstate@allstateconsultants.net

**GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

**SUBSURFACE EXPLORATION**

Mobilization of Truck Mounted Drill Rig and 2-Man Crew .....	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew .....	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	\$160.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	\$200.00/hour
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance .....	Actual Cost

**LABORATORY TESTING SERVICES**

Moisture Content.....	\$6.00/test
Dry Unit Weight.....	\$10.00/test
Unconfined Compressive Strength.....	\$26.00/test
With Stress vs. Strain Curve.....	\$55.00/test
Calibrated Penetrometer Test .....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits.....	\$75.00/test
Sieve Analysis (with wet wash over No. 200 sieve) .....	\$60.00/test
Hydrometer Analysis .....	\$60.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$ 95.00/test
Specific Gravity Determination .....	\$60.00/test
Swell Potential (1 Surcharge Pressure).....	\$100.00/test
Swell Potential and Swell Pressure .....	\$200.00/test
Consolidation Test with e log p Curve.....	\$400.00/test
With Time vs. Deformation Plots.....	\$50.00/plot
Standard Proctor Test.....	\$150.00/test
Modified Proctor Test .....	\$200.00/test
Laboratory CBR Test (Per Specimen).....	\$180.00/test
Concrete Compressive Strength Tests.....	\$15.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders .....	\$10.00/each
Concrete Flexural Strength Tests .....	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

3312 LeMone Industrial Boulevard  
Columbia, Missouri 65201  
Phone 573/875-8799  
Fax 573/875-8850  
www.allstateconsultants.net



30601 Highway 5  
Marceline, Missouri 64658  
Phone 660/376-2941  
Fax 660/376-3492  
allstate@allstateconsultants.net

## TERMS AND CONDITIONS

### FOR GEOTECHNICAL AND CONSTRUCTION TESTING SERVICES

#### ALLSTATE CONSULTANTS LLC

1. **SCOPE OF SERVICES:** Allstate Consultants LLC (the Firm) shall perform the Geotechnical Engineering and/or Construction Observation and Testing Services described in this Agreement for the stated fee arrangement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices.

Cost estimates provided in the Agreement, shall not be considered as a firm fee unless so stated in the Agreement. If unanticipated site conditions are discovered, the scope of services may change as the work progresses. The Firm will advise the Client of the unanticipated conditions and will perform authorized additional services in accordance with the attached fee schedule rates. Rates will be provided for any additional work beyond the scope of services described in this Agreement and not included in the attached fee schedule.

2. **STANDARD OF CARE:** The Firm will perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any oral or written report, opinion, document, or other instrument of service.
3. **SITE ACCESS:** Unless otherwise stated, the Firm will have the right of access to the site for activities necessary for the performance of the site exploration or construction observation and testing services. While the Firm will take reasonable precautions to minimize damage due to these activities, the Client recognizes that the Firm's use of exploratory equipment may cause some damage to the site and understands that the restoration of such damage is not part of this Agreement. The Client further understands the Firm has not included costs for restoration of any resulting damage in the stated fee.
4. **BURIED UTILITIES:** The Firm will contact representatives of local utility companies to request that the locations of underground utilities be marked in the areas we plan to perform subsurface exploration. Reasonable precautions will be taken by the Firm to avoid damage or injury to existing underground utilities. The Client agrees to mark or have others mark the locations of any private utilities existing on the site and to hold harmless and indemnify the Firm for any claims or liabilities incurred for damages to underground utilities that were not brought to the Firm's attention or were not correctly marked or shown on drawings provided to the Firm.
5. **BORING AND FIELD TEST LOCATIONS:** Unless otherwise stated in this Agreement, the Firm will layout or locate the borings, test pits and/or field tests using pacing, a measuring wheel, and/or a tape and a scaled, Client furnished, site drawing with convenient on-site reference points. The Firm will approximate right angles and will estimate ground elevations based on interpolation from furnished topographic information or provided control points. If so stipulated in the Agreement, the Firm will determine elevations using an engineer's level and a convenient benchmark provided by the Client. The accuracy of the Client provided information and/or survey control will effect the accuracy of the boring, test pit and field test locations and the elevations determined by the Firm. If greater accuracy is required, or if otherwise stated in this Agreement, the Firm will layout or locate the borings, test pits and/or field tests and will determine ground elevations using professional surveying methods. The Firm reserves the right to adjust boring, test pit or field test locations a reasonable distance to avoid unexpected obstacles that may be encountered at the site.
6. **SUBSURFACE RISKS:** The Client realizes that special risks are associated with the identification of subsurface conditions that are hidden from view. Even a comprehensive sampling and testing program implemented by experienced personnel using appropriate equipment under the direction of a trained professional may fail to detect certain conditions, because such conditions are hidden and therefore cannot be targeted in development of a subsurface exploration plan. For similar reasons, conditions that the Firm infers to exist between sampling points may differ significantly from the conditions that actually exist there. Time also plays a significant role and the Client recognizes that, because of natural occurrences or human intervention at or near the site, actual conditions discovered through sampling are subject to rapid change. The Client further understands that such risks cannot be eliminated, but that the Firm is able to apply certain techniques to help reduce such risks to a level the Client deems tolerable. The Firm is available to explain these risks and risk reduction methods to the Client, but, in any event, the scope of services included in this Agreement is that which the Client agreed to or selected in light of the Client's own risk preferences and other considerations.
7. **GEOSERVICE EXCLUSIONS:** The Client, understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geoenvironmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns and, if they do, they may not report them. The same applies to personnel involved with geoenvironmental projects, with respect to geotechnical issues. Accordingly, Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from the Firm's alleged failure to report or report fully on environmental issues in instruments of geotechnical service or on geotechnical issues in instruments of geoenvironmental service. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.

8. **CHANGED CONDITIONS:** The Client has relied on the Firm's professional judgment in establishing the Firm's scope of services and estimated fee for this project, given the project's nature and risks and the Client's risk preferences and imposed constraints. The Client shall also rely on the Firm's professional judgment in evaluating the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Firm. Should the Firm call for contract renegotiation, the Firm shall identify the changed conditions that in the Firm's professional judgment make such renegotiation necessary and the Firm and Client shall promptly and in good faith enter into the renegotiation process. If renegotiated terms cannot be agreed to, the Firm shall have the right to terminate this Agreement without penalty as per Paragraph 18, Termination of Services.
9. **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS:** Hazardous materials or certain types of hazardous materials may exist even where there is no reason to believe they are present. Should the Firm discover such unanticipated hazardous materials or suspected hazardous materials, the Firm shall notify the Client as soon as practically possible. The Client and the Firm agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation or termination of this Agreement. The Client and the Firm also agree that, upon discovery of unanticipated hazardous materials or suspected hazardous materials, the Firm should take those measures that in the Firm's opinion are necessary to preserve and protect public health, safety, and welfare and the environment. The Client agrees to compensate the Firm for such services, given that the hazardous materials or suspected hazardous materials in question are the Client's responsibility. In addition, the Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss allegedly arising from the Firm's discovery of unanticipated hazardous materials or suspected hazardous materials, or their presence. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
10. **DISPOSAL OF SAMPLES:** All soil, rock, water, and other samples obtained from the project site are the Client's property. Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, the Firm shall preserve such samples for no longer than sixty (60) calendar days after the Firm's issuance to the Client of the report that relates data obtained from the samples. If in the Firm's opinion any of these samples are or may be affected by a regulated contaminant, the Firm shall package such samples in accordance with applicable law, and the Client shall arrange for lawful disposal procedures, that is, procedures to remove the samples from the Firm's custody and transport them to a disposal site. The Firm shall not under this Agreement arrange for or otherwise dispose of substances affected by regulated contaminants. The Firm will, at Client's request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but the Firm shall not make any independent determination about the selection of a treatment, storage, or disposal facility, nor will the Firm subcontract such activities through transporters or others. The Client shall sign all manifests for the disposal of substances affected by regulated contaminants and shall otherwise exercise prudence in arranging for lawful disposal. Because involvement with Client's contaminated samples can expose the Firm to severe risks, Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss allegedly arising from the Firm's containing, labeling, transporting, testing, storing, or other handling of the Client's contaminated samples. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
11. **CONSTRUCTION OBSERVATION AND TESTING:** The Client recognizes that observation and testing will be necessary during construction and that unanticipated or changed site conditions may be encountered as construction progresses. For these reasons, the Client will retain the Firm to provide observation and testing services during construction. The scope of services describing the portions of construction for which observations and tests will be performed will be described in the Construction Observation and Testing Agreement. The Firm's observation and testing services will consist of performing field and laboratory tests, reporting test results to on-site personnel designated by the Client and developing and reporting to the Client the Firm's professional opinion as to whether the results of the observations and tests indicate compliance with the project requirements. The Firm's observation and testing services will be limited to portions of the work stipulated in the Agreement that are in progress when the Firm's representative(s) are on-site.

The Client understands that construction observation and testing are conducted to reduce, not eliminate, the risk of problems arising during or after construction, and that provision of the Firm's service does not create a warranty or guarantee of any type. In all cases, the contractors shall retain responsibility for the supervision, quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based and they should be so informed. The contractors should also be advised that neither the Firm's presence on-site nor the performance of the Firm's observation and testing services relieves them in any way from compliance with project requirements nor from defects discovered in their work.

The Client recognizes that even those products manufactured in closely controlled environments have variations in properties and that the accuracy of tests used to measure the quality of these products are also subject to variations. As compared with other manufactured products, field construction typically has wider variations in product properties and in test results. Therefore, even with careful observation and testing, the Firm cannot state that all portions of the work comply with project requirements. However, the level of confidence regarding compliance with project requirements is generally much higher with full time observation and testing than with intermittent or periodic observation and testing.

Should the Firm, for any reason, not be selected to provide construction observation and testing services during implementation of the Firm's plans, specifications, and/or recommendations, or should the Client unduly restrict the Firm's assignment of observation personnel, the Client shall, to the fullest extent permitted by law, waive any claim against the

Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by the Firm. Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.

12. **SITE SAFETY:** The Firm's site responsibilities are limited solely to the activities of the Firm and the Firm's employees on the site. These responsibilities shall not be inferred by any party to mean that the Firm has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, superintendence of the contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the contractor alone. The Client warrants that: 1) these responsibilities will be made clear in Client's agreement with the contractor; 2) Client's agreement with the contractor shall require the contractor, to the extent of contractor's negligence, to indemnify, defend, and hold Client and the Firm harmless from any fine, penalty, claim, or liability for injury or loss arising from Client's or the Firm's alleged failure to exercise site safety responsibility; and 3) Client's agreement with the contractor shall require the contractor to make Client and the Firm additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and the Firm, and shall hold Client and the Firm harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier. Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from the Firm's alleged failure to exercise site safety responsibility. Client also shall compensate the Firm for any time or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
13. **LIMITATION OF LIABILITY:** Client and the Firm have considered the risks and rewards associated with this project, as well as the Firm's fee for services. The Client and the Firm agree to allocate certain of the risks so that, to the fullest extent permitted by law, the Firm's total aggregate liability to the Client and all third-parties is limited to the greater of \$ 50,000 or the Firm's fee for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other act giving rise to liability based upon contract, tort, or statute.
14. **INDEMNIFICATION:** The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts they may be liable.
15. **CONFIDENTIALITY:** The Firm agrees to keep confidential and to not disclose to any person or entity (other than the Firm's employees and subcontractors), without the prior consent of Client, all data and information not previously known to and generated by the Firm, or furnished to the Firm and marked "CONFIDENTIAL" by Client; provided, however, that these provisions shall not apply to data that: are in the public domain; were previously known to the Firm; or were independently acquired by the Firm from third-parties under no obligation to Client to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of the Firm, nor shall they be interpreted to in any way restrict the Firm from complying with a legally enforceable order to provide information or data. The Client agrees that the Firm may use and publish the Client's name and a general description of the Firm's services with respect to the project in describing the Firm's experience and qualifications to others. The Client also agrees that any patentable or copyrightable concepts developed by the Firm in the course of the Firm's services hereunder are the sole and exclusive property of the Firm.
16. **FEES:** A *Fixed Fee*, if stated, shall constitute the total compensation due. An *Estimated Fee*, if stated, shall be calculated on the basis of the attached *Fee Schedule* and the estimate shall not be exceeded by more than twenty percent without written approval of the Client. A *Not To Exceed Fee*, if stated, will be calculated on the basis of the attached *Fee Schedule* and will not be exceeded without prior written approval of the Client.
17. **BILLING AND PAYMENTS:** Statements for the Firm's services shall be submitted on a monthly basis. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Firm shall not be withheld, postponed or made contingent on the permitting, construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Firm's compensation for any reason.
18. **TERMINATION OF SERVICES:** The Agreement may be terminated by the Client or the Firm after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.
19. **OWNERSHIP OF DOCUMENTS:** All boring and test pit logs, field data, field notes, laboratory data, calculations, analyses, estimates, reports and other documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.
20. **APPLICABLE LAWS:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 12

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of November

20 12

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

Now on this day the Boone County Commission of the County of Boone does here consent to the Assignment of Lease as contemplated in the letter of October 19, 2012 from DLA Piper, LLP, executed by Brian A. Cohen. Said letter is attached hereto and incorporated herein by reference.

Done this 20th day of November, 2012.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Karen M. Miller*

Karen M. Miller  
District I Commissioner

*Skip Elkin*

Skip Elkin  
District II Commissioner



DLA Piper LLP (US)  
203 North LaSalle Street, Suite 1900  
Chicago, Illinois 60601-1263  
www.dlapiper.com

Brian A. Cohen  
brian.cohen@dlapiper.com  
T 312.368.8865  
F 312.251.5877

October 19, 2012

*VIA OVERNIGHT DELIVERY*

Boone County, Missouri  
Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
Attn: Presiding Commissioner

County Counselor  
Boone County, Missouri  
601 E. Walnut, Suite 207  
Columbia, MO 65201

County Treasurer  
Boone County Government Center  
801 E. Walnut, Room 112  
Columbia, MO 65201-7798

**Re: 4780 Discovery Drive, Columbia, Missouri**

Ladies and Gentlemen:

This letter is being sent on behalf of our client, RPL 4780 Discovery Drive LLC, an Illinois limited liability company ("RPL"). As you are aware, in November of 2008, RPL partially assumed the interests of the lessee under that certain Chapter 100 Lease Agreement dated as of November 1, 2008 originally between Boone County, Missouri, as lessor, and Lab Facilities Leasing Co., L.L.C., as lessee (the "**Chapter 100 Lease**"), and assumed the lessor's interest under that certain Laboratory Lease dated as of March 1, 2007 originally between Lab Facilities Leasing Co., L.L.C., as lessor, and Analytical Bio-Chemistry Laboratories, Inc., as lessee (the "**Laboratory Lease**"). RPL has entered into a purchase agreement with STORE Capital Acquisitions, LLC, a Delaware limited liability company ("**STORE**") pursuant to which RPL desires to assign to STORE or its affiliate all of RPL's interests as lessee under the Chapter 100 Lease and lessor under the Laboratory Lease (the "**Assignment**").

In connection with this transaction, we request that you execute the enclosed Estoppel Certificate.

In addition, please sign below to indicate the consent of Boone County, Missouri, in its capacity as lessor under the Chapter 100 Lease, to the Assignment.

For your information, STORE Capital Corporation is a private REIT which has been funded initially with \$500 million in equity from institutional investors. In addition, STORE Capital Corporation is an affiliate of Oaktree Capital, which manages roughly \$85 billion and ranks among the world's largest asset managers.



October 19, 2012  
Page Two

Please feel free to call me if you would like to discuss this in more detail. We look forward to hearing from you.

Very truly yours,

**DLA Piper LLP (US)**

A handwritten signature in cursive script that reads 'Brian A. Cohen'.

Brian A. Cohen

AGREED TO AND ACCEPTED  
AS OF \_\_\_\_\_, 2012

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

20<sup>th</sup>

day of

November

20

12

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Monday, November 26, 2012, at 2:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 20<sup>th</sup> day of November, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

20<sup>th</sup>

day of

November

20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, November 27, 2012, at 3:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

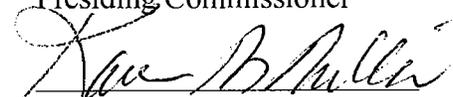
Done this 20<sup>th</sup> day of November, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of November 20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, November 28, 2012, at 9:30 a.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. AND 610.021 (2) RSMo. to discuss the leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 20<sup>th</sup> day of November, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller

Karen M. Miller  
 District I Commissioner

Skip Elkin

Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 12

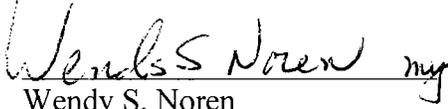
In the County Commission of said county, on the 20<sup>th</sup> day of November 20 12

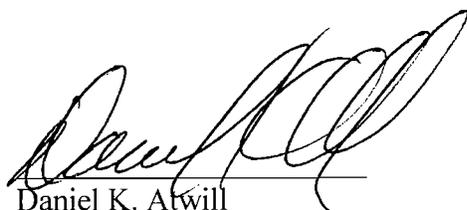
the following, among other proceedings, were had, viz:

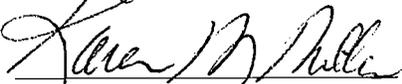
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, November 28, 2012, at 11:30 a.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 20<sup>th</sup> day of November, 2012.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner