

12 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 20701 N. Route F, parcel #02-400-19-00-003.06 01

Done this 14th day of January, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

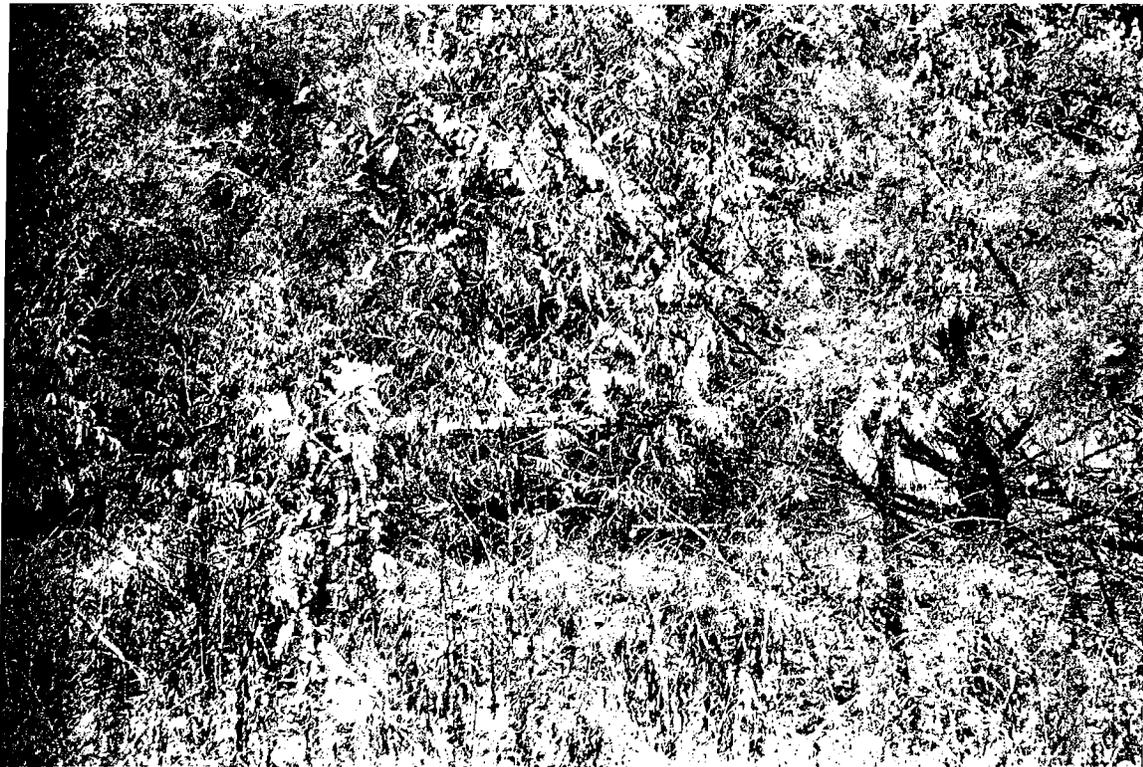
Karen M. Miller
Karen M. Miller
District I Commissioner

Jaret M. Thompson
Jaret M. Thompson
District II Commissioner

20701 N Rte F
Parcel# 02-400-19-00-003.06 01
Taken 12/12/13 Approx 10:00am



20701 N Rte F
Parcel# 02-400-19-00-003.06 01
Taken 12/12/13 Approx 10:00am



20701 N Rte F
Parcel# 02-400-19-00-003.06 01
Taken 12/12/13 Approx 10:00am



20701 N Rte F
Parcel# 02-400-19-00-003.06 01
Taken 12/12/13 Approx 10:00am



20701 N Rte F
Parcel# 02-400-19-00-003.06 01
Taken 12/12/13 Approx 10:00am



Mike Yaquinto - 20701 N Rte F; Clark MO Bid from I-70 Towing Fwd: bid on clark mo

From: Kara Stowers <kastower@gocolumbiamo.com>
To: Mike Yaquinto <myaquinto@boonecountymmo.org>
Date: 1/10/2014 3:38 PM
Subject: 20701 N Rte F; Clark MO Bid from I-70 Towing Fwd: bid on clark mo

Good Afternoon Mike,
Here is the bid for 20701 N Rte F. There are two vehicles that would be abated, therefore the total would be \$144.00.

Thank you!
Kara

----- Forwarded message -----
From: Sheri Brown <sheri@i70towing.com>
Date: Fri, Jan 10, 2014 at 3:30 PM
Subject: bid on clark mo
To: kastower@gocolumbiamo.com

Mileage to address is 24 miles we subtract 15 miles off so towable miles are 9 miles

So each car will be \$45.00 hook up and 3.00 a mile for 9 mile.

Total for each car will be \$72.00.

Just let me know if you need us to do it.

Thank you,

Sheri Brown

I70 Towing & Recovery

www.i70towing.com

P.O. Box 30665

Columbia, MO 65205

PH [\(573\)449-3336](tel:(573)449-3336)

Fax [\(573\)449-1164](tel:(573)449-1164)

--
Kara Stowers; 573-874-7346
Columbia/Boone County Public Health Dept; Environmental Health
1005 West Worley St.
Columbia, MO 65203

Time Line for 20701 N Route F
Parcel #02-400-19-00-003.06.01

9/4/13 Received Complaint

9/10/13 Conducted Inspection of nuisance property, violation found

9/17/13 Sent Certified mail to property owner, letter signed for

10/4/13 Sent certified mail to Trust that held lean on property, letter returned no signature

11/10/13 Nuisance notice posted in Columbia Tribune

12/12/13 Took pictures of nuisance approximately 10:00 am

12/27/13 Mailed Hearing Notice non-certified mail, for Thursday January 9, 1:30pm



HEARING NOTICE

Calloway-Hodson Cole & Jeana
20701 N Route F
Clark MO 65243

An inspection of the property you own located on 20701 N RTE F (parcel #02-400-19-00-003.06 01) was conducted on September 10, 2013 and October 2, 2013 and revealed multiple inoperable vehicles, for example one light colored Oldsmobile, older model VW, white truck, blue truck, dark maroon sedan, and an older rust colored car with a white top. In addition there are two dismantled pick up beds, one red in color and one light colored. It is illegal to have an unlicensed, inoperable, or dismantled vehicle. Please remove and/ or store these vehicles covered and out of sight properly.

You are herewith notified that a hearing will be held before the County Commission on Thursday January 9, 2014 at 1:30 PM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

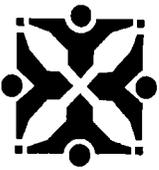
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kara Stowers
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 27 day of December, 2013 by KS.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Cole & Jeana Calloway-Hodson
20701 N Route F
Clark MO 65243

In violation
10/2/13

An inspection of the property you own located on 20701 N RTE F (parcel #02-400-19-00-003.06 01) was conducted on September 10, 2013 and reveled multiple inoperable vehicles, for example one light colored Oldsmobile, older model VW, white truck, blue truck, dark maroon sedan, and an older rust colored car with a white top. In addition there are two dismantled pick up beds, one red in color and one light colored. It is illegal to have an unlicensed, inoperable, or dismantled vehicle. Please remove and/ or store these vehicles covered and out of sight properly.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kara Stowers (handwritten signature)

Kara Stowers
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 17 day of September 2013 by KC.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement) January Session
 20701 N Route F) January Adjourned
 Clark MO 65243) Term 2014
) Commission Order No. 12-2014

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 9th day of January 2014, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: inoperable, unlicensed, derelict or junk filled vehicles such as one light colored Oldsmobile, older model VW, white truck, blue truck, dark maroon sedan, and an older rust colored car with a white top. In addition there are two dismantled pick up beds, one red in color and one light colored.
4. The location of the public nuisance is as follows: 20701 N Route F, a/k/a PT N ½; TR 2 SUR 2029-445, parcel # 02-400-19-00-003.06 01; Section 19, Township 51, Range 13 as shown by deed book 3315 page 0190, Boone County.
5. The specific violation of the Code is: inoperable, unlicensed, derelict or junk filled vehicles such as one light colored Oldsmobile, older model VW, white truck, blue truck, dark maroon sedan, and an older rust colored car with a white top. In addition there are two dismantled pick up beds, one red in color and one light colored in violation of section 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 18th day of September, 2013, to the property owner, and 11th day of November, 2013 to the occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone

County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

7012 2920 0002 4738 7318

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$ **6.11**



Cole & Jeana Calloway-Hodson
 20701 N Route F
 Clark MO 65243

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cole & Jeana Calloway-Hodson
 20701 N Route F
 Clark MO 65243

2. Article Number
 (Transfer from service label)

7012 2920 0002 4738 7318

PS Form 3811, February 2004

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Addressee
 Agent
 B. Received by (Printed Name) C. Date of Delivery
 Cole Calloway-Hodson 9/18/13
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

102595-02-M-1540



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Wayne C Hodson & Jean B Hodson
Revocable Trust, The
719 Brick Street
Centralia MO 65240

An inspection of the property you hold the lean on located on 20701 N RTE F (parcel #02-400-19-00-003.06 01) was conducted on October 2, 2013 and reveled multiple inoperable vehicles, for example one light colored Oldsmobile, older model VW, white truck, blue truck, dark maroon sedan, and an older rust colored car with a white top. In addition there are two dismantled pick up beds, one red in color and one light colored. It is illegal to have an unlicensed, inoperable, or dismantled vehicle. Please remove and/ or store these vehicles covered and out of sight properly.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kara Stowers]

Kara Stowers
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 4 day of October 2013 by KC.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

7012 3460 0001 1278 1012

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.11



Wayne C Hodson & Jean B Hodson
Revocable Trust, The
719 Brick Street
Centralia, MO 65240
See Reverse for Instructions



CITY OF COLUMBIA/BOONE COUNTY



DEPARTMENT OF PUBLIC HEALTH
DIVISION OF EPIDEMIOLOGY

1005 W. WORLEY
P.O. Box 6015
COLUMBIA, MISSOURI 65205-6015

CERTIFIED MAIL™



7012 3460 0001 1278 1012

Wayne C Hodson & Jean B Hodson
Revocable Trust, The
719 Brick Street
Centralia MO 65240

NIXIE 631 FEB 1009 0010/10

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

EC: 65205601315 *2864-07689-04

65240-109400

10-5-13

LEGALS

NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Calloway-Hodson Cole & Jena
20701 N Route F
Clark MO 65243

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: PT N ½; TR 2 SUR 2029-445 a/k/a 20701 N RTE F, as shown by deed book 3315 page 0190

Type of Nuisance: Inoperable, unlicensed, derelict or junk filled vehicles such as one light colored Oldsmobile, older model VW, white truck, blue truck, dark maroon sedan, and an older rust colored car with a white top. In addition there are two dismantled pick up beds, one red in color and one light colored.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone County Health Department, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication:

Stephanie Browning, Director,
Columbia/Boone County
Health Department

INSERTION DATE: November 10, 2013

NOTICE OF TRUSTEE'S SALE

DEFAULT HAVING BEEN MADE IN payment of the Promissory Note described in and secured by Deed

LEGALS

WEST PROPERTY LINE 3.5 FEET TO A POINT; THENCE IN A NORTH-EASTERLY DIRECTION PARALLEL TO THE SOUTH PROPERTY LINE 3.5 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT THIRTY-FOUR (34) TO A POINT ON THE SOUTH LINE OF SAID LOT THIRTY-FOUR (34); THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID LOT THIRTY-FOUR (34) TO THE POINT OF BEGINNING.

At the request of the legal holder of said note secured by the Deed of Trust recorded in Book 4124 at Page 134, records of Boone County, Missouri, the undersigned Trustee will, on Tuesday, November 12, 2013 at the hour of 1:00 p.m. at the front door of the Boone County Courthouse in the City of Columbia, Boone County, Missouri sell said property at public vendue to the highest bidder for cash to satisfy said note and costs.

FORD, PARSHALL & BAKER, L.L.C.,
SUBSTITUTE TRUSTEE

David Walker, Member
Ford, Parshall & Baker, L.L.C.
3210 Bluff Creek Drive
Columbia, MO 65201
(573) 449-2613
(573) 875-8154 Facsimile

INSERTION DATES: October 23, 24, 25, 26, 27, 28, 29, 30, 31, November 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, 2013.

TRUSTEE'S SALE IN RE: Monica McCrory ASP Trustee's Sale:

For default in payment of debt and performance of obligation secured by Deed of Trust executed by Monica McCrory ASP dated June 21, 2007 and recorded in the Office of the Recorder of Deeds of Boone County, Missouri in Book 3168, Page 107 the undersigned Successor Trustee, at the request of the legal holder of said Note will on Friday, November 15, 2013 between the hours of 9:00 a.m. and 5:00 p.m., (at the specific time of 3:00 PM), at the South Front Door of the Court House, City of Columbia, County of Boone, State of Missouri, sell at public vendue to the highest bidder for cash the following described real estate, described in said Deed of Trust, and situated in Boone County, State of Missouri, to wit:

THE NORTH 65 FEET OF THE SOUTH 195 FEET LOT 13 IN BLOCK 3 OF HUNTHILL, AN ADDITION TO THE CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 23, RECORDS OF BOONE COUNTY, MISSOURI

to satisfy said debt and cost.

MILLSAP & SINGER, P.C.,
Successor Trustee
612 Spirit Drive

LEGALS

by Deed of Trust executed by Meng C. Prom and Khlueng Phouk, Husband and Wife dated June 17, 2005 and recorded in the Office of the Recorder of Deeds of Boone County, Missouri in Book 2748, Page 167 the undersigned Successor Trustee, at the request of the legal holder of said Note will on Friday, November 22, 2013 between the hours of 9:00 a.m. and 5:00 p.m., (at the specific time of 3:00 PM), at the South Front Door of the Court House, City of Columbia, County of Boone, State of Missouri, sell at public vendue to the highest bidder for cash the following described real estate, described in said Deed of Trust, and situated in Boone County, State of Missouri, to wit:

LOT FIVE HUNDRED AND SIXTY-SEVEN (567) OF VANDERVEEN CROSSING PLAT NUMBER ELEVEN (11), A SUBDIVISION LOCATED IN THE CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE 37, RECORDS OF BOONE COUNTY, MISSOURI.

to satisfy said debt and cost.

MILLSAP & SINGER, P.C.,
Successor Trustee
612 Spirit Drive
St. Louis, MO 63005
(636) 537-0110
File No:
155621.112213.315662 FC

Notice

Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692c(b), no information concerning the collection of this debt may be given without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction. The debt collector is attempting to collect a debt and any information obtained will be used for that purpose.

INSERTION DATES: November 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, 2013.

NOTICE OF TRUSTEE'S SALE

For default under the terms of the Deed of Trust executed by Warren T. Hoover and Becky Yelkin, dated June 20, 2006, recorded on June 20, 2006 as Document No. 2006016538, in Book 2967, Page 125, Office of the Recorder of Deeds, Boone County, Missouri, the undersigned Successor Trustee will on Thursday, November 14, 2013, at 10:00 AM at the South Front Door of the Boone County Courthouse, 705 East Walnut Street, in Columbia, Missouri, sell at public vendue to the highest bidder for cash:

Lot Forty-two (42) of STONECREST PLAT NUMBER ONE (1), a subdivision located in the City of Columbia, Boone County, Missouri, as shown by the Plat thereof recorded in Plat Book 34, Page 55.

LEGALS

executed by Lav Single Person d and recorded Book 2976 Page 2006018035 in Recorder of Boone County, MISSOURI signed Success 11/20/2013 at South Front Door of Boone County Courthouse, St. Columbia, Missouri public venue to for cash subject announced at the described in said wit:

LOT THREE (3) (1) OF THE SPLIT PLAT OF WRIGHT IN SIMS ADDITION BOONE COUNTY SHOWN BY PLAT B RECORDS OF MISSOURI.

SUBSTITUTE TRUSTEE CORPORATION SUCCESSOR TRUSTEE www.substitutet

Published in the Columbia Daily Tribune File #: DAWLANO First publication on **INSERTION DATE** November 1, 2, 3, 10, 11, 12, 13, 18, 19 and 20, 2

ADVERTISEM

Sealed bids will be received by Purchasing Agent District, Business Development, Columbia, Missouri time and date stated following projects

RFQ NO. MUSICAL IN 3:00 P.M., NOVEMBER

RFQ NO. CHARTER BUS TIME 3:00 P.M., NOVEMBER

RFP NO. LEASING COMMUNICATIONS 3:00 P.M., NOVEMBER

Bids will be open time and date stated

Information regarding and requirement bidding documents obtained from the Project at the above telephone (573) 2

The Board of Waive the right to waive select any vendor and to reject any



Tom Schauwecker
Boone County Assessor

Boone County Government Center
 801 E. Walnut, Rm 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254

Parcel 02-400-19-00-003.06 01

Property Location 20701 N RTE F

City _____ Road COUNTY ROAD DISTRICT (CO) School HARRISBURG (R8)
 Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner CALLOWAY-HODSON COLE & JEANA
 Address 20701 N ROUTE F
 City, State Zip CLARK, MO 65243

Sent 9/11/13
20701 N RTE F
CLARK, MO 65243
20701 N RTE F
CLARK, MO 65243

Subdivision Plat Book/Page
 Section/Township/Range 19 51 13

Legal Description PT N 1/2
 TR 2 SUR 2029-445

Deeded Acreage 10.06

Deed Book/Page 3315 0190 3315 0188 3301 0066 2384 0043

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
FI	1,020	10,720	11,740	FI	122	1,286	1,408
RI	10,500	123,800	134,300	RI	1,995	23,522	25,517
Totals	11,520	134,520	146,040	Totals	2,117	24,808	26,925

Most Recent Tax Bill(s)

Residence Description

Year Built 2001
 Use 810

Basement FULL (4) Attic FULL FINISHED (4)

Bedrooms 3 Main Area 1,408
 Full Bath 2 Finished Basement Area 800
 Half Bath 0
 Total Rooms 7 Total Square Feet 2,208

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Boone County, Missouri
Unofficial

Recorded In Boone County, Missouri

Date and Time: 05/07/2008 at 02:50:56 PM

Instrument #: 2008010156 Book: 3315 Page: 190

Grantor CUMMINGS, GEORGE L JR

Grantee CALLOWAY-HODSON, COLE

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2


Bettie Johnson, Recorder of Deeds



Boone-Central Title Company
File No. 0811999

Missouri General Warranty Deed

This Indenture, Made on 7th day of May, 2008, by and between

George L. Cummings, Jr. and Brenda L. Cummings, husband and wife,
as GRANTOR, and

Cole Calloway-Hodson and Jeana Calloway-Hodson, husband and wife,

as GRANTEE, whose mailing address is: 20701 N. Rt - F
Clark, MO 65243

Property Address: 20701 N. Route F, Clark, MO 65243

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Boone and State of Missouri, to wit:

A tract of land containing 10.06 acres, more or less, located in the North Half (N 1/2) of Section Nineteen (19), Township Fifty-one (51) North, Range Thirteen (13) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, being shown and described as Tract Two (2) of the survey recorded October 21, 2002 as Document No. 31474 in Book 2029, Page 445, Records of Boone County, Missouri.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

Boone County, Missouri
Unofficial Document BOONE COUNTY MO MAR 19 2009

provisions of this Note shall be binding upon the parties hereto and their respective heirs, personal representatives executors, administrators, successors, and assigns.

5. HEADINGS

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Note.

6. BREACH OF NOTE

The parties acknowledge that no breach of any provision of the Note shall be deemed waived unless evidenced in writing. A waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Note.

7. AMENDMENTS

This Promissory Note may be modified or amended by written agreement of both parties.

8. GOVERNING LAW

This Agreement is governed by the statutory and case law of the State of Colorado. The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Note in its entirety.

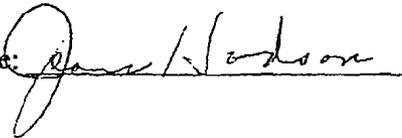
Lender Information

Wayne C. and Jean B. Hodson revokable trust
19160 Lochmere Court
Monument, Colorado
80132

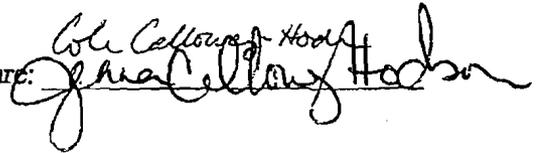
Borrower Information

Cole and Jeana Calloway Hodson
20701 North Route F
Clark, Missouri
65243

Signature:



Signature:



9.

Signed June 2, 2008.

PROMISSORY NOTE

This Promissory Note (Hereinafter "Note") is entered into by:

Wayne C. and Jean B. Hodson revokable trust of 19160 Lochmere Court Monument, Colorado
80132

(Hereinafter "Lender")

&

Cole and Jeana Calloway Hodson of 20701 North Route F Clark , Missouri 65243

(Hereinafter "Borrower")

1. PROMISE TO PAY

The Borrower promises to pay to the Lender the total amount of One Hundred Fifty Five Thousand (\$155,000.00), together with interest payable on the unpaid principal at the rate of 6 percent per annum, compounded annually.

Payments will be delivered to the Lender's address (19160 Lochmere Court) or such other address as may later be agreed upon by the parties.

2. REPAYMENT

The amount promised under this Agreement will be repaid in equal installments made monthly in the amount of 929.30 and to be paid on The 5th day of each month. Payments shall begin June 5, 2008 and shall continue until the principal balance of this Note and any accrued interest have been repaid in full. All payments shall be first applied to interest and the balance shall be applied to the principal.

Should the Borrower default in payment, the Borrower shall pay all costs, expenses and all reasonable legal costs incurred by the Lender, for the purpose of collection of this Promissory Note and including reasonable collection charges should collection be referred to a collection agency. These costs will be added to the outstanding principal and will become immediately due.

3. MODIFICATION

No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

4. BINDING EFFECT

Except as otherwise provided in this Note, all of the covenants, conditions, and

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAR 19 2009

STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

On this 13th day of March, 2009, before me personally appeared COLE & JEANA CALLOWAY-HODSON, as husband and wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Centralia, Missouri, the day and year first above written.

Patricia L. Pace
Notary Public

My Commission Expires:



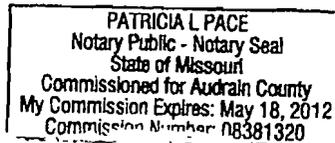
STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

On this 27th day of February, 2009, before me personally appeared JEAN B. HODSON, as Trustee of Wayne C. Hodson and Jean B. Hodson Revocable Trust, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Centralia, Missouri, the day and year first above written.

Patricia L. Pace

My Commission Expires: May 18, 2012 Notary Public



Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAR 19 2009

and payable to Beneficiary within **360 months** from June 5, 2008, a true and correct copy of which Note is attached hereto and made a part hereof, and further providing:

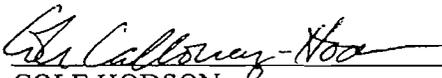
If the Note is paid in full according to its terms, then Beneficiary shall promptly file a release deed releasing the lien of this deed of trust, with all expenses of such filing to be paid by Beneficiary;

If there shall be a default under the Note or this deed of trust, then Trustee shall, at Beneficiary's request, sell the Property, or any part thereof, as selected by the Trustee, at public venue, at the front door of the County Court House at .M., to the highest bidder, for cash, or other payment deemed commercially acceptable by Trustee, after first giving twenty (20) days public notice of the time, place and terms of sale in a newspaper circulated in County, all according to law; and, upon such sale, Trustee shall prepare and deliver to the purchaser a Trustee's Deed for the Property (with all recitals therein being prima facie proof thereof), and Trustee shall apply the proceeds received for the Property first to Trustee's costs and fees (including, but not by way of limitation, the compensation to the Trustee, including Trustee's reasonable attorney fees, and all costs and expenses of sale, including title work and Uniform Commercial Code searches); second, to Beneficiary, upon the usual vouchers therefor, all moneys, including interest, advanced and paid pursuant to this Deed of Trust; third, the Note with interest thereon to the time of such sale; fourth, any subsequent liens; and the balance, if any, shall be paid to Borrower or Borrower's legal representative.

Upon any sale made under this Deed of Trust, Beneficiary may bid for and acquire the Mortgaged Property or any part thereof, and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Debt the net sales price after deducting therefrom (to the extent allowed by applicable law) the expenses of the sale and costs of the action and any other sums which Beneficiary is authorized to deduct under this Deed of Trust, including Beneficiary's attorney fees.

Trustee may resign at any time upon giving thirty (30) days notice to Beneficiary. In the event of the death, removal, resignation, or refusal or inability to act of Trustee, or any duly appointed successor Trustee, or in Beneficiary's sole discretion for any reason whatsoever, Beneficiary, without notice and without applying to any court, may appoint a successor trustee by an instrument recorded wherever this Deed of Trust is recorded, and all powers, rights, duties and authority of Trustee hereunder shall thereupon become vested in such successor.

Witness the hand of Borrower this 13th day of March, 2009.



COLE HODSON
Grantor Cole Calloway - Hodson

3-13-09

Date



JEANA HODSON
Grantor Jeana Calloway - Hodson

3-13-09

Date



JEAN B. HODSON
Trustee of The Wayne C. Hodson and
Jean B. Hodson Revocable Trust

03-27-09

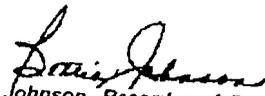
Date

Boone County, Missouri
Unofficial Document



Recorded In Boone County, Missouri
Date and Time: 03/19/2009 at 10:24:13 AM
Instrument #: 2009007063 Book: 3452 Page: 30
Grantor CALLOWAY-HODSON, COLE
Grantee HODSON, WAYNE C REVOCABLE TRUST THE

Instrument Type DT
Recording Fee \$36.00 S
No of Pages 5


Battie Johnson, Recorder of Deeds



DEED OF TRUST 3/13/09

THIS DEED OF TRUST, made and entered into by and between the Grantor(s) COLE & JEANA CALLOWAY-HODSON, "Borrower", whose address is 20701 N Route F, Clark, Missouri 65243, and THE LAW OFFICE OF JASON SHACKELFORD, P.C., Trustee, whose address is 1399 E. Highway 22, Centralia, Missouri, 65240, and THE WAYNE C. HODSON AND JEAN B. HODSON REVOCABLE TRUST, the Beneficiary, ("Beneficiary"), whose mailing address is 719 Brick Street, Centralia, Missouri, 65240.

WITNESSETH, that Borrower, for and in consideration of the indebtedness and trust set forth and created below, other good and valuable consideration, and the sum of One Dollar (\$1.00) paid by Trustee, receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm, to Trustee and to Trustee's successors, in Trust, with power of sale, the following described real property in Boone County, Missouri:

A tract of land containing 10.06 acres, more or less, located in the North Half (N 1/2) of Section Nineteen (19), Township Fifty-one (51) North, Range Thirteen (13) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, being shown and described as Tract Two (2) of the survey recorded October 21, 2002 as Document No. 31474 in Book 2029, Page 445, Records of Boone County, Missouri.

TOGETHER WITH all buildings, structures, and other improvements, and all fixtures, presently existing, or hereinafter erected or attached,

TOGETHER WITH all appurtenant easements, rights, rents and profits (hereinafter collectively the "Property");

SUBJECT TO the recorded plat thereof, etcetera.

Commonly known as: 20701 N. Route F, Clark, Missouri 65243,

TO HAVE AND TO HOLD the same, together with all rights, immunities, privileges and appurtenances, unto Trustee and Trustee's successors, forever,

IN TRUST, however, to secure a promissory note dated June 2, 2008, (the "Note") in the principal amount of One-Hundred, Fifty-Five Dollars and Zero Cents (\$155,000.00), due



797561

Fwd: Message

Kala Wekenborg <mawekenb@gocolumbiamo.com>
To: Kara Stowers <kastower@gocolumbiamo.com>

Wed, Sep 4, 2013 at 2:51 PM

please handle

----- Forwarded message -----

From: **Kira Acton** <klacton@gocolumbiamo.com>
Date: Wed, Sep 4, 2013 at 2:26 PM
Subject: Message
To: Katy Cassidy <kkcassid@gocolumbiamo.com>
Cc: Michala Gunier <mawekenb@gocolumbiamo.com>

There was a caller earlier who wanted to place a complaint on his neighbor at 20701 Rt. F. The caller stated there were junk cars in the yard, but to see them, you have to pass their driveway going south, the cars will be on the right hand side.

--
Kira L. Acton
Administrative Support Assistant II
City of Columbia-Public Health & Human Services
1005 W. Worley St.
Columbia, MO 65203
P. 573-817-6441
F. 573-874-7756

--
Kala Wekenborg, MHA
Environmental Public Health Supervisor
Columbia/Boone County Public Health and Human Services
573-874-7346
www.gocolumbiamo.com

Red PU deal

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Breanne May, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

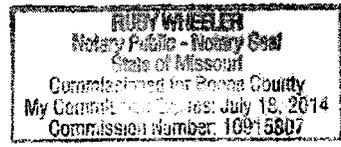
- 1st Insertion _____ November 10, 2013
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion _____
- 21st Insertion _____
- 22nd Insertion _____

\$71.07
Printer's Fee

By: Breanne May
Breanne May

Subscribed & sworn to before me this 9 day of January, 2014

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Calloway-Hodson Cole & Jena
20701 N Route F
Clark MO 65243

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: PT N 1/4, TR 2 SUR 2029-445 a/k/a 20701 N RTE F, as shown by deed book 3315 page 0190

Type of Nuisance: Inoperable, unlicensed, derelict or junk filled vehicles such as one light colored Oldsmobile, older model VW, white truck, blue truck, dark maroon sedan, and an older rust colored car with a white top. In addition there are two dismantled pick up beds, one red in color and one light colored.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone County Health Department, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication:

Stephanie Browning, Director,
Columbia/Boone County
Health Department

INSERTION DATE: November 10, 2013

13 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 3351 N. Locust Grove Church Rd., parcel #10-904-36-04-004.00 01

Done this 14th day of January, 2014.

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

Janet M. Thompson
Janet M. Thompson
District II Commissioner

3351 N Locust Grove Church Rd
Parcel # 10-904-36-04-004.00 01
Taken 12/24/13 Approximately 11:30am



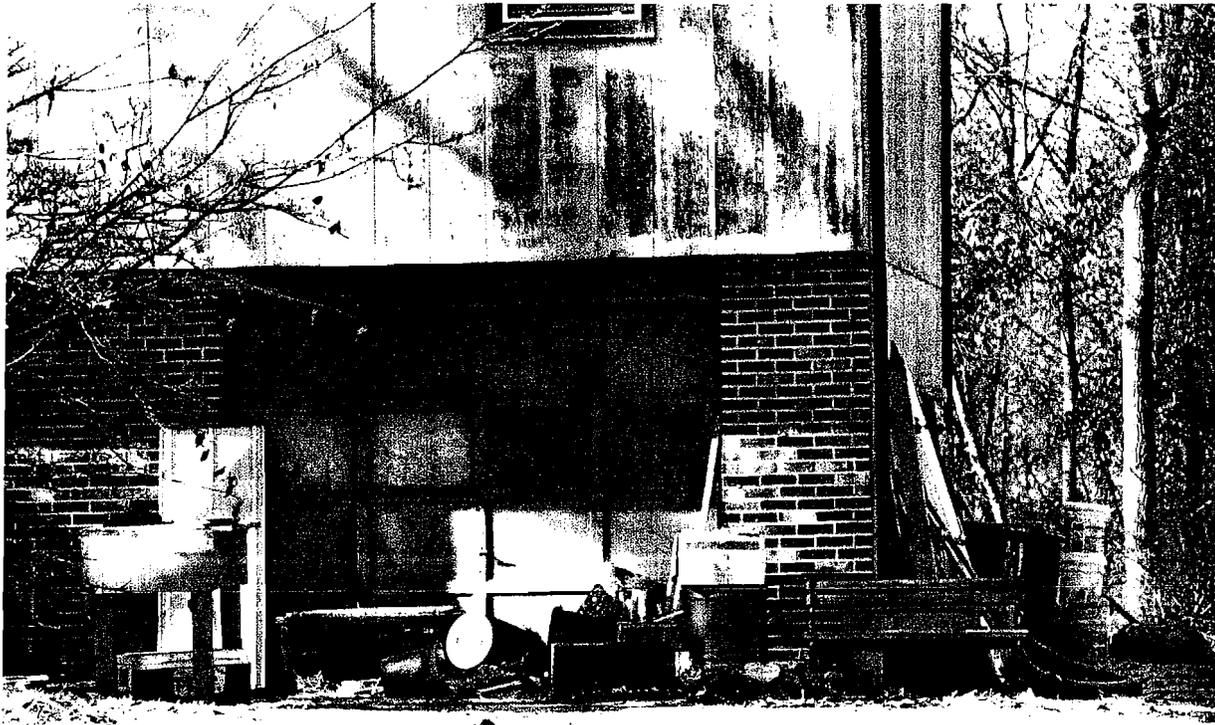
3351 N Locust Grove Church Rd
Parcel # 10-904-36-04-004.00 01
Taken 12/24/13 Approximately 11:30am



3351 N Locust Grove Church Rd
Parcel # 10-904-36-04-004.00 01
Taken 12/24/13 Approximately 11:30am



3351 N Locust Grove Church Rd
Parcel # 10-904-36-04-004.00 01
Taken 12/24/13 Approximately 11:30am



3351 N Locust Grove Church Rd
Parcel # 10-904-36-04-004.00 01
Taken 12/24/13 Approximately 11:30am



3351 N Locust Grove Church Rd
Parcel # 10-904-36-04-004.00 01
Taken 12/24/13 Approximately 11:30am



Mike Yaquinto - 3351 N Locust Grove Church Rd

From: Kara Stowers <kastower@gocolumbiamo.com>
To: Mike Yaquinto <myaquinto@boonecountymmo.org>
Date: 1/10/2014 3:48 PM
Subject: 3351 N Locust Grove Church Rd

Mike,
Here is the last bid. This is for 3351 N Locust Grove Church Rd, Columbia MO.
Total cost \$290.00

Thanks!
Kara

----- Forwarded message -----
From: **Cliff Hayward** <tpmowing@gmail.com>
Date: Fri, Jan 10, 2014 at 3:44 PM
Subject: Re: Two additional properties for bid
To: Kara Stowers <kastower@gocolumbiamo.com>

Kara. The bid for 3351 Locust Grove Church is 290 dollars.
Sent from my U.S. Cellular® Smartphone

Kara Stowers <kastower@gocolumbiamo.com> wrote:

>Cliff,
>I emailed you yesterday and left a voice mail today, but before you took a
>look at 20701 N Rte F, I wanted to clarify. There are a lot of vehicles on
>that property but there are only two in my original notice that I would be
>able to abate. One is a red VW bug and the other is light blue older
>Oldsmobile looking vehicle. I don't know if you can even see them from the
>road or not anymore. The property owner said he is working on cleaning it
>up but the Commission has asked me to get a bid.
>
>On the 3351 Locust Grove Church Rd property there is scattered junk
>everywhere. The property owner has cleaned a significant amount of it up
>but I need to keep the motivation going but getting an order of abatement,
>thus the commission has asked me to get a bid.
>
>Please call me with any questions,
>My direct line is 874-7668 and my cell is 816-547-5272
>
>Thanks again,
>Kara
>
>--
>*Kara Stowers; *
>*573-874-7346Columbia/Boone County Public Health Dept; Environmental Health*
>
>*1005 West Worley St.Columbia, MO 65203*

Time Line 3351 N Locust grove Church Rd
Parcel # 10-904-36-04-004.00 01

7/2/13 Received Complaint via phone, inspection conducted, violation found

7/8/13 Nuisance notice sent certified mail

7/19/13 Spoke to owner of Nuisance property Emil Krueger, granted extension

7/23/13 Nuisance letter sent to Emil Krueger (Owner of Nuisance items on property)

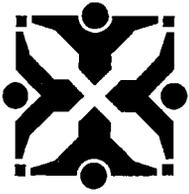
7/29/13 Letter Returned- No Mailbox

7/31/13 to 12/23/13 various phone conversations, with extensions granted

12/23/13 Spoke to Jane Kettinger, notified her of Hearing notice in the mail

12/24/13 Pictures taken approximately 11:30am

12/27/13 Hearing Notice, mailed Notice for January 9, 2013



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

Jane M Kettinger
PO Box 7334
Columbia MO 65205-7334

An inspection of the property you own located at 3351 N Locust Grove Church Rd (parcel # 10-904-36-04-004.00 01) was conducted on July 02, 2013 and revealed various inoperable vehicles including 2 Oldsmobile cars (yellow- tan or brown) in the driveway, two older 1970's model Volkswagen vans (both two colored white and red or rust color), and a white older model Volkswagen car. In addition there is a large accumulation of trash and debris on the property. Garbage and trash in the drive way as well as a very large accumulation of trash stored beside the house. Please remove or store of correctly.

You are herewith notified that a hearing will be held before the County Commission on Thursday January 9, 2014 at 1:30 PM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

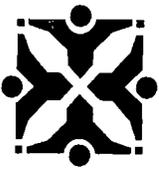
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kara Stowers
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 27 day of December 2013 by KS.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Jane M Kettinger
PO Box 7334
Columbia MO 65205-7334

An inspection of the property you own located at 3351 N Locust Grove Church Rd (parcel # 10-904-36-04-004.00 01) was conducted on July 02, 2013 and reveled various inoperable vehicles including 2 Oldsmobile cars (yellow- tan or brown) in the driveway, two older 1970's model Volkswagen vans (both two colored white and red or rust color), and a white older model Volkswagen car. In addition there is a large accumulation or trash and debris on the property. Garbage and trash in the drive way as well as a very large accumulation of trash stored beside the house. Please remove or store of correctly.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5, 6.7 and 6.9. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kara Stowers (handwritten signature)

Kara Stowers
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 10 day of July 2013 by KC

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	January Session
3351 N Locust Grove Church Rd)	January Adjourned
Columbia MO 65202)	Term 2014
)	Commission Order No. <u>13-2014</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 9th day of January 2014, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: reveled various inoperable vehicles including 2 Oldsmobile cars (yellow- tan or brown) in the driveway, two older 1970's model Volkswagen vans (both two colored white and red or rust color), and a white older model Volkswagen car. In addition there is a large accumulation or trash and debris on the property. Garbage and trash in the drive way as well as a very large accumulation of trash stored beside the house.
4. The location of the public nuisance is as follows: 3351 N Locust Grove Church Rd, a/k/a parcel # 10-904-36-04-004.00 01, Serenity Estates Plat 1, Lot 4; Section 36, Township 49, Range 14 as shown by deed book 0503 page 0599, Boone County.
5. The specific violation of the Code is: reveled various inoperable vehicles including 2 Oldsmobile cars (yellow- tan or brown) in the driveway, two older 1970's model Volkswagen vans (both two colored white and red or rust color), and a white older model Volkswagen car. In addition there is a large accumulation or trash and debris on the property. Garbage and trash in the drive way as well as a very large accumulation of trash stored beside the house in violation of section 6.5, 6.7 and 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 15th day of July, 2013, to the property owner, 24th day of September,

2013 to the occupant, and any other applicable interested persons.

7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

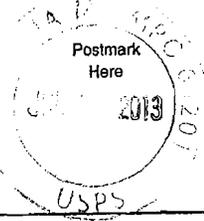
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

5293 2921 1282 3675
 7012 3460 0001 1282 3675

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<i>Att: KS</i> Total Postage & Fees	\$ <i>6.11</i>



Jane M Kettinger
 PO Box 7334
 Columbia, MO 65205-7334

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

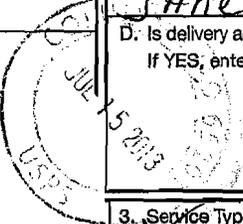
Jane M Kettinger
 PO Box 7334
 Columbia, MO 65205-7334

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jane Kettinger Agent Addressee

B. Received by (Printed Name) *JANE KETTINGER* C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No



3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7012 3460 0001 1282 3675



CITY OF COLUMBIA / BOONE COUNTY



F
DIVISION

1005 W. WORLEY STREET
P.O. Box 6015
COLUMBIA, MISSOURI 65205-6015



7012 3460 0001 1282 3699

Emil Krueger
3351 N Locust Grove Church Road
Columbia, MO 65205

65202

No. 130A
Mae

NIXTE 631 SE 1009 6607/29

RETURN TO SENDER
NO MAIL RECEIPTABLE
UNABLE TO FORWARD

BC: 65205601515 *1728-05961-2:

652056015

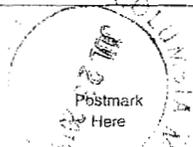
U.S. Postal ServiceTM CERTIFIED MAILTM RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7012 3460 0001 1282 3699

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$6.11



Emil Krueger
3351 N Locust Grove Church Road
Columbia, MO 65205

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Emil Krueger
3351 N Locust Grove Church Road
Columbia, MO 65205

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

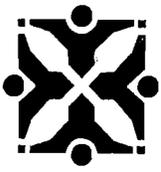
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7012 3460 0001 1282 3699



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Emil Krueger
c/o Jane M Kettinger
PO Box 7334
Columbia MO 65205-7334

Based on our phone conversation on July 19, 2013 I have granted an extension to correct the nuisance originally viewed on July 02, 2013. The extension allows you correct the violations by August 31, 2013 for the property located at 3351 N Locust Grove Church Rd (parcel # 10-904-36-04-004.00 01). This notice is being hand delivered as well as sent certified mail. The property was again observed on July 19, 2013 and still revealed various inoperable vehicles including 2 Oldsmobile cars (yellow- tan or brown) in the driveway, two older 1970's model Volkswagen vans (both two colored white and red or rust color), and a white older model Volkswagen car. In addition there is a large accumulation of trash and/ or debris on the property. Garbage and trash in the drive way as well as a very large accumulation of trash stored beside the house. Please remove and/or store of these items correctly.

This condition is hereby still declared to be a nuisance. You are herewith notified that you must begin correcting this nuisance immediately upon receipt of this notice and order and that if the above nuisance condition has not been fully corrected by August 31, 2013, Please contact myself and/ or an additional enforcement action may result for violation of Boone County Public Nuisance Ordinance Section 6.5, 6.7 and 6.9. A reinspection will be conducted at the end of time period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the given time period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kara Stowers
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 26 day of August 2013 by KC.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7012 3460 0001 1282 4061

Env Health
 Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Attn: KS
 Total Postage & Fees \$ 6.11



Sent To
 Street, Apt. No.; or PO Box No.
 City, State, ZIP+4
 PS Form 3800, Aug
 Actions

Emil Krueger
 c/o Jane M Kettinger
 PO Box 7334
 Columbia MO 65205-7334

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Emil Krueger
 c/o Jane M Kettinger
 PO Box 7334
 Columbia MO 65205-7334

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Emil Krueger* Agent Addressee
 B. Received by (Printed Name) *EMIL KRUEGER* C. Date of Delivery
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7012 3460 0001 1282 4061



Tom Schauwecker
Boone County Assessor

Boone County Government Center
 801 E. Walnut, Rm 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254

Parcel 10-904-36-04-004.00 01 **Property Location** 3351 N LOCUST GROVE CHURCH RD
 City Road C2 School COLUMBIA (C1)
 Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner KETTINGER JANE M
 Address PO BOX 7334
 City, State Zip COLUMBIA, MO 65205-7334

Sent 7/08/13

Subdivision Plat Book/Page 0016 0049
 Section/Township/Range 36 49 14

Legal Description SERENITY ESTATES PLAT 1
 LOT 4
 Deeded Acreage 2.51

Deed Book/Page 0503 0599

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	9,400	50,800	60,200	RI	1,786	9,652	11,438
Totals	9,400	50,800	60,200	Totals	1,786	9,652	11,438

Most Recent Tax Bill(s)

Residence Description

Year Built 1983
 Use SINGLE FAMILY (101)

Basement FULL (4) Attic NONE (1)

Bedrooms 3 Main Area 1,092
 Full Bath 1 Finished Basement Area 0
 Half Bath 0
 Total Rooms 6 Total Square Feet 1,092

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Called Jane 445-0840 7/16/13 - left VM

Warranty Deed

Boone County, Missouri

Unofficial Document

Filed for record on September 1, 1983 in Book 503 page 599 in Boone County, Mo. Document No. 9958 recorded in Book 503 page 599 BETTIE JOHNSON, Recorder of Deeds.

THIS DEED, Made and entered into this 1st day of September A.D One Thousand Nine Hundred and Eighty three, by and between Gerald A. Zepnick and Rose Mary Zepnick, husband and wife

of Boone County, State of Missouri party or parties of the first part, and

(Grantor's mailing address is) Jane M. Kettinger, Single Route 5, Columbia, Missouri 65202

of Boone County, State of Missouri party or parties of the second part

WITNESSETH. That the said party or parties of the First Part, for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second Part the following described real estate situated in the County of Boone, in the State of Missouri to-wit,

Lot 4 SERENITY ESTATES according to the Plat thereof recorded in Plat Book 16 Page 49 of the Boone County Records.

Subject to easements and restrictions of record.

Address of Property Route 5, Columbia, Missouri 65202

Assessor's Tax Parcel No.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their heirs and assigns forever; the said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, and administrators of such party or parties shall and will warrant and defend the title to the premises unto the said party or parties of the Second Part, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever,

Except taxes for 1983 and thereafter

IN WITNESS WHEREOF, the said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

WITNESS Gerald A. Zepnick, Rose Mary Zepnick

STATE OF MISSOURI County of Boone On this 1st day of September, 1983 before me personally appeared Gerald A. Zepnick and Rose Mary Zepnick, husband and wife

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same of their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal, at my office in Columbia the day and year first above written

February 19, 1987 John M. Cleaveland Notary Public

STATE OF MISSOURI County of Boone IN THE RECORDERS OFFICE I, Recorder of said county, do hereby certify that the within instrument of writing was, at 11 o'clock 17 minutes A.M. on the 1 day of September A.D., 1983, duly filed for record in this office, and has been recorded in Book 503, Page 599.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

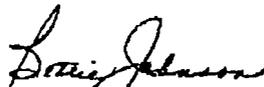
BETTIE JOHNSON, Recorder By Helen Fitzgerald Deputy HELEN FITZGERALD

Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri
Date and Time 05/20/2008 at 10:46:19 AM
Instrument # 2008011259 Book 3321 Page 176
Grantor KETTINGER, JANE M
Grantee MISSOURI CREDIT UNION

Instrument Type DT
Recording Fee \$39.00 S
No of Pages 6


Bettie Johnson, Recorder of Deeds



Title of Document: Deed of Trust
Date of Document: May 9, 2008
Grantor(s): Jane M Kettinger ,

Grantor's Address: 3351 Locust Grove Church Rd
Columbia, MO 65202

Grantee: Missouri Credit Union

Grantee's Mailing Address: P.O. Box 1795
Columbia, MO 65205

Property Address: 3351 Locust Grove Church Rd
Columbia, MO 65202

Legal Description:
Lot 4 of SERENITY ESTATES according to the Plat thereof recorded in Plat Book 16 Page 49 of the Boone County Records. Subject to easements and restrictions of record.

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 20 2008

WHEN RECORDED MAIL TO.

Missouri Credit Union
P.O. Box 1795
Columbia, MO 65205

LOAN #: 99015-60

**FUTURE ADVANCE
DEED OF TRUST**
(Line of Credit)

THIS DEED OF TRUST SHALL SECURE ANY AND ALL PRESENT AND FUTURE INDEBTEDNESS, OBLIGATIONS AND ADVANCES IN THE MAXIMUM PRINCIPAL AMOUNT OF **\$35,000.00**. THIS INSTRUMENT SHALL BE GOVERNED BY ALL OF THE PROVISIONS OF SECTION 443.055 R.S.Mo., AS AMENDED.

THIS DEED OF TRUST, dated **May 9, 2008** is between **Jane M Kettinger, A Single Person** residing at **3351 Locust Grove Church Rd, Columbia, MO 65202**

the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and

Harold E. James

as trustee and hereinafter referred to as the "Trustee", with an address at P.O. Box 1795, Columbia, MO 65205 for the benefit of Missouri Credit Union

with an address at 111 E. Broadway, Columbia, MO 65203

and hereinafter referred to as "you" or the "Beneficiary."

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant, bargain and sell and convey to the Trustee the premises located at: **3351 Locust Grove Church Rd**

Columbia
Municipality

Boone
County

MO
State

65202 (the Premises).
Zip

and further described as:

Lot 4 of SERENITY ESTATES according to the Plat thereof recorded in Plat Book 16 Page 49 of the Boone County Records. Subject to easements and restrictions of record.

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 20 2008

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interest which derive from our ownership, use or possession of the premises and all appurtenances thereto.

LOAN: The Deed of Trust will secure your loan in the principal amount of \$ 35,000.00 or so much thereof as may be advanced and readvanced from time to time to **Jane M Kettinger, A Single Person**
The Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated **May 9, 2008**, with a final maturity date of **May 5, 2033**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Deed of Trust will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Deed of Trust, any extensions, renewals, amendments, supplements and other modification of the Note, and any amounts advanced by you under the terms of the section of this other modifications of the Note, and any amounts advanced by you under the terms of the section of this Deed of Trust entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof or payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You must also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Deed of Trust.

(e) **SECURITY INTEREST:** We will join with you in signing and filing document and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 20 2008

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Deed of Trust.

(g) **PRIOR DEED OF TRUST:** If the provisions of this paragraph are completed, this Deed of Trust is subject and subordinate to a prior deed of trust dated and given by us for the benefit of as beneficiary, in the original amount of \$ (the "Prior Deed of Trust"). We shall not increase, amend or modify the Prior Deed of Trust without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Deed of Trust promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Deed of Trust as and when required under the Prior Deed of Trust.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and Deed of Trust may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Deed of Trust without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, or pursuant to Section 443.055 R.S.Mo. any of us shall notify you of our election to terminate the operation of this instrument as security for future advances or future obligations, you or the Trustee may foreclose upon this Deed of Trust or sell the Premises at a public sale. This means that you or the Trustee may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Deed of Trust. Any such sale by the Trustee under power of sale shall be at public venue or outcry, at the usual place in the County and State in which the mortgaged property is located to the highest bidder, for cash, after first giving notice of the time, terms and place of said sale and a description of the property to be sold as required by Sections 443.310, 443.320 and 443.325, R.S.Mo., as amended, or the applicable law in effect at that time of the proposed sale. At any such sale, you shall be entitled to bid for our purchase the Premises, the same as any third person might do, and may make payment by presenting to the Trustee the Note so that there may be endorsed as paid thereon the amount of such bid, which is to be applied to the payment of the Note. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference, which you may seek to collect from us in accordance with applicable law.

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 20 2008

In addition, you or the Trustee may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure or public sale. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure or to public sale, including, but not limited to, trustee's fees, reasonable attorneys' fees and costs of documentary evidence, abstracts, and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provision of this Deed of Trust will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Deed of Trust is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Deed of Trust, and provided any obligation to make further advances under the Note has terminated, this Deed of Trust and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivery in person or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at Missouri Credit Union, P.O. Box 1795, Columbia, MO 65205 or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Note has terminated, the Trustee shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording and reconveyance of this Deed of Trust.

GENERAL: You or the Trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

TRUSTEE: Trustee accepts the trusts herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trusts herein created, and shall be liable only for its negligence or willful misconduct. The Trustee waives any statutory fee and agrees to accept reasonable compensation from Grantor for any services rendered by it in accordance with the terms of this Deed of Trust. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall (a) give any notice or direction or exercise of right, remedy or power hereunder or in respect of the Premises as shall be specified in such instructions, and (b) take any actions satisfactory to all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time upon giving of not less than 30 days' prior notice to Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified. In the event of the death, removal, resignation, or refusal or inability to act of Trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, without specifying any reason therefore, and without

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 20 2008

applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

Trustee hereby lets the mortgaged property to you and your assigns, until this deed is released and satisfied, or until default is made under the covenants and agreements hereof, upon the following terms: You and all persons claiming or possessing the Premises or any part thereof, shall pay rent therefor during said lease term at one cent per month, payable on demand, and shall surrender peaceful possession of the Premises to Trustee immediately upon such default, and without notice or demand, and Trustee shall be entitled to the rents, revenues, income and profits therefrom as provided above; provided, however, that nothing in this instrument shall be construed to prevent you from taking legal means to enforce payment of the Note or other obligations secured by this instrument without having first enforced this Deed of Trust.

THIS DEED OF TRUST has been signed by each of us under seal on the date first above written.

WITNESS:

-Grantor
Jane M Kettinger

-Grantor

-Grantor

-Grantor

STATE OF MISSOURI Boone County ss:

On this day, May 9, 2008, before me personally appeared Jane M Kettinger, A Single Person to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that She executed the same as Her free act and deed.

My Term Expires: 09-18-2010

Norine Bailey

Notary Public Norine Bailey

NORINE A. BAILEY
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 18, 2010
Commission #06515908

collected 7/13/13

S Jul 8, 2013 8:34:42 AM EDT

File Edit Commands Help

SUMMARY PUBLIC SECTOR

NavLine

5702

- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 5702 Status: Open Entity: City of Columbia

Description:

Comments

3351 Locust Grove Church Rd. this neighbor picks up trash, junk, cars etc. Lots of trash bags and junk piled up around his house. Please call Gary Newton about this: 445-0012.

Call Details

Call type: CE-County Nuisance
Entry date/time: 07/02/2013 08:25:35
Entry user ID: Cassidy, Katy K. HL-ASA II
Origin:
Work group: Environmental Health

Contact Information

Contact ID: 154830
Contact name: Undefined
Home phone: (573) 999-9999
Customer:
Location:
Service:

Call Assignment/Notification

Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Stowers, Kara A - Health Env

Close Information

Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:

Print
Cancel
Exit
Refresh
Toggle Inform...
Contact Inquiry

1/7/13 Has a mentally ill person living with her. Creekwood estates. trailer
Jane is going to move so person living with her can be evicted.

14 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

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

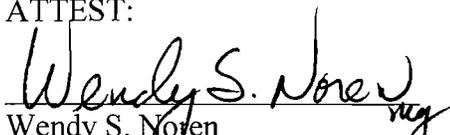
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-130918TV to purchase two (2) 2014 Ford 1/2 Ton 4x4 Extended Cab Pickup Trucks and one (1) 2014 Ford Explorer 4x4 Sport Utility vehicle with Joe Machens Ford of Columbia, MO and dispose of one (1) 2003 Ford Explorer and one (1) Chevrolet Trailblazer.

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

Done this 14th day of January, 2014.

ATTEST:

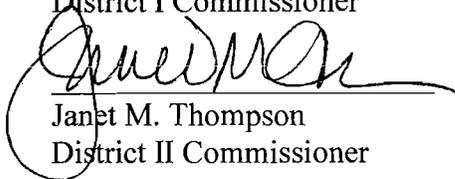

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 6, 2014
RE: Cooperative Contract: 3-130918TV – 2014 Ford Explorer and 2014 Ford
½ Ton 4x4 Extended Cab Pickup Trucks for Resource Management

Purchasing and Resource Management request permission to utilize the Missouri Department of Transportation cooperative contract 3-130918TV for two (2) 2014 Ford ½ Ton 4x4 Extended Cab Pickup Trucks and one (1) 2014 Ford Explorer 4x4 Sport Utility Vehicle with Joe Machens Ford of Columbia, Missouri.

Total cost of contract is \$74,319.00 and will be paid as follows:

1720–Building Codes, 92400–Replacement Auto/Trucks -\$49,381.00
1725–Stormwater Administration, 91400–Auto/Trucks -\$15,847.65
2046–Stormwater Administration, 91400–Auto/Trucks - \$8,533.35

\$77,500 was budgeted for these vehicles for 2014.

The Purchasing Department requests permission to dispose of the following surplus:
2003 Ford Explorer, fixed asset tag 14173 and 2007 Chevrolet Trailblazer, fixed asset tag 16194.

Attached are the Disposal Forms for signature.

cc: Stan Shawver, Resource Management
Contract File

Resource Management
1720-92400

Item 10 Full size Sport Utility Vehicle 4 x 4		
Joe Machens Ford	Explorer	\$ 25,557.00

Color: White
Interior: Gray

Item 5 Half Ton 4 x 4 Extended Cab Pickup Truck		
Joe Machens Ford	F-150	\$ 22,461.00
	Option	
	5A Tow Pkg	\$ 320.00
Color: White	5E Running Boards	\$ 250.00
Interior: Gray	5J 6 Ply tires	\$ 250.00
	5K Bluetooth	\$ 1,100.00
	(includes power windows/locks)	
		\$ 24,381.00

1725-91400 (65%)
2046-91400 (35%)

Item 5 Half Ton 4 x 4 Extended Cab Pickup Truck		
Joe Machens Ford	F-150	\$ 22,461.00
	Option	
	5A Tow Pkg	\$ 320.00
Color: White	5E Running Boards	\$ 250.00
Interior: Gray	5J 6 Ply tires	\$ 250.00
	5K Bluetooth	\$ 1,100.00
	(includes power windows/locks)	
		\$ 24,381.00

**PURCHASE AGREEMENT
FOR
(1) 2014 Ford Explorer 4X4
(2) 2014 Ford F150 Extended Cab Pickup Truck 4X4
for Boone County Resource Management**

THIS AGREEMENT dated the 14th day of January 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) 2014 Ford Explorer 4X4 Sport Utility Vehicle and two (2) 2014 Ford F150 4X4 Extended Cab Pickup Trucks in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-130918TV** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **3-130918TV** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

	<u>Qty.</u>	<u>Unit Price</u>	<u>Ext. Price</u>
2014 Ford Explorer 4X4 Sport Utility Vehicle Exterior Color: White Interior Color: Gray	1	\$25,557.00	\$25,557.00
2014 Half Ton 4X4 Extended Cab Pickup Truck	2	\$22,461.00	\$44,922.00
Option 5A – Tow Package	2	\$320.00	\$640.00
Option 5E – Running Boards	2	\$250.00	\$500.00
Option 5J – 6 Ply Tires	2	\$250.00	\$500.00
Option 5K – Bluetooth	2	\$1,100.00	\$2,200.00
Exterior Color: White Interior Color: Gray			
Sub-Total for two pickup trucks			\$48,762.00
Grand Total of Contract:			\$74,319.00

3. **Delivery** - Vendor agrees to deliver vehicle(s) as set forth in the bid documents and within 120 days after receipt of order. Delivery shall be to Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201

14-2014

4. **Title** – Title in the name of: Boone County Resource Management. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management Department, 801 E. Walnut Street, Room 315, Columbia, MO 65201 and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

JOE MACHENS FORD, INC.

BOONE COUNTY, MISSOURI

by *Zelly Jells*
title Fleet Mgr.

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

APPROVED AS TO FORM:

J. Moore
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
Signature by *ef*

1720-92400 - \$49,938.00; 1725-91400-\$15,847.65; 2046-91400-\$8,533.35
1/6/14
Date Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



Missouri Department of Transportation
Bid Tabulation of Request 3-130918TV Light Duty Vehicles
Multiple Award
ALL VENDORS ALLOW COOP PURCHASES

VENDOR INFORMATION

Name: Don Brown Chevrolet
Contact name: Dave Helterbrand
Address Line: 2244 S. Kingshighway
Address Line: St. Louis, MO 63110
Telephone #: 314-772-1400
Cellular Phone #: 314-333-6167
Email address: dave@donbrownchevrolet.com

Name: Joe Machens Ford, Inc.
Contact name: Kelly Sells
Address Line: 1911 West Worley
Address Line: Columbia, MO 65203
Telephone #: 573-445-4411, ext. 119
Cellular Phone #: NA
Email address: ksells@machens.com

Name: Putnam Chevrolet
Contact name: Mike Nichols
Address Line: 500 W. Buchanan
Address Line: California, MO 65018
Telephone #: 573-796-2131
Cellular Phone #: 573-301-2854
Email address: mike.nichols1928@gmail.com

Name: Joe Machens Capital City Ford
Contact name: Mike Rogers
Address Line: 807 Southwest Blvd
Address Line: Jefferson City, MO 65109
Telephone #: 573-634-4444
Cellular Phone #: 573-694-1823
Email address: mrogers@machens.com

Name: Roberts Chevrolet
Contact name: Dean Meier
Address Line: 1600 E. Prairie View Road
Address Line: Platte City, MO 64079
Telephone #: 816-858-3200
Cellular Phone #: 816-564-9678
Email address: fleet@robertscb.com

Name: Andy Mohr Truck Center, Inc.
Contact name: David T. Maloney
Address Line: 1301 S. Holt Road
Address Line: Indianapolis, IN 46241
Telephone #: 317-222-7757
Cellular Phone #: 317-439-7507
Email address: irishlad17@email.com

Name: Broadway Ford Truck Sales
Contact name: Terry Wojtowicz
Address Line: 1506 57th Street
Address Line: St. Louis, MO 63104
Telephone #: 314-206-3330
Cellular Phone #: 314-412-9140
Email address: twojowicz@broadwaytruck.com

VENDOR INFORMATION

Name: Shawnee Mission Ford Inc.
Contact name: Jay Cooper
Address Line: 11501 W. Shawnee Mission Parkway
Address Line: Box 3179
Address Line: Shawnee, KS 66203-0179
Telephone #: 913-248-2287
Cellular Phone #: NA
Email address: jay.cooper@shawneemissionford.com

Name: Dave Sinclair Ford Inc.
Contact name: Les Williams
Address Line: 7466 S. Lindbergh
Address Line: St. Louis, MO 63125
Telephone #: 314-892-2600
Cellular Phone #: 314-540-5266
Email address: lwilliams@davesinclair.com

Name: Gem City Ford
Contact name: Brian Frye
Address Line: 5101 Broadway
Address Line: Quincy, IL 62305-3505
Telephone #: 800-647-5475
Cellular Phone #: 217-440-3266
Email address: bfrye@gemcityford.com

Name: Blue Springs Ford
Contact name: Mike Hilker
Address Line: 3200 S. Outer Road
Address Line: Blue Springs, MO 64015
Telephone #: 816-229-4400
Cellular Phone #: 816-896-1474
Email address: mhilker@bluespringsford.com

Name: Cable Dahmer Chevrolet, Inc.
Contact name: Adam Tobias
Address Line: 1834 S. Noland Road
Address Line: Independence, MO 64055
Telephone #: 816-254-3860
Cellular Phone #: 816-588-2955
Email address: bjames@cabledahmer.com

Name: Republic Ford, Inc.
Contact name: Steve Forrester
Address Line: P.O. Box 700
Address Line: Republic, MO 65738
Telephone #: 417-732-2626
Cellular Phone #: 417-350-5083
Email address: sforrester@republicford.com

Name: Lou Fusz Chrysler/Jeep/Dodge/Ram
Contact name: Michael Benz
Address Line: 3480 Highway K
Address Line: O'Fallon, MO 63368
Telephone #: 636-442-8129
Cellular Phone #: 636-322-8059
Email address: mbez@fusz.com



Missouri Department of Transportation
Bid Tabulation of Request 3-130918TV Light Duty Vehicles
Multiple Award
ALL VENDORS ALLOW COOP PURCHASES

Name: Lou Fusz GMC
Contact name: Brad Matheney
Address Line: 10950 Page Avenue
Address Line: St. Louis, MO 63132
Telephone #: 314-595-2950
Cellular Phone #: 314-565-0112
Email address: bradmatheney@fusz.com

Name: Capitol Chrysler Dodge Jeep Ram
Contact name: Jerry Dunn
Address Line: 3201 Missouri Blvd.
Address Line: Jefferson City, MO 65109
Telephone #: 573-893-5000
Cellular Phone #: 573-301-2245
Email address: jdunn@capitolcitycars.com

Name: Lou Fusz Ford
Contact name: Andy Eldridge
Address Line: #2 Caprice Drive
Address Line: Chesterfield, MO 63005
Telephone #: 636-532-9955
Cellular Phone #: 314-662-0055
Email address: andyeldridge@fusz.com



**Missouri Department of Transportation
Bid Tabulation of Request 3-130918TV Light Duty Vehicles**

% Discount off MSRP for all Data Book or Pricing Guide Options

Vendor	% MSRP Discount
Don Brown Chevrolet	10%
Joe Machens Ford	10%
Putnam Chevrolet	10%
Shawnee Mission Ford Inc.	10%
Dave Sinclair Ford Inc.	10%
Blue Springs Ford	10%
Roberts Chevrolet	11%
Joe Machens Capital City Ford	10%
Gem City Ford	6%
Andy Mohr Truck Center, Inc.	To Be Determined
Cable Dahmer Chevrolet, Inc.	Item 1: 3%; Items 3, 4, 6, 7, 8, 9, 10, 18: N/A
Republic Ford, Inc.	10%
Broadway Ford Truck Sales	10%
Lou Fusz Chrysler/Jeep/Dodge/Ram	N/A
Lou Fusz GMC	Items 1, 2, 3, 4, 5, 6, 12: 12%; Items 7, 8, 12: 2%; Items 9, 10: 12%
Lou Fusz Ford	8%
Capitol Chrysler Dodge Jeep Ram	8%

Manufacturer's Factory Warranties:

Dodge/Chrysler/Jeep: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/100,000 Mile Powertrain
 Chevrolet/GMC: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/100,000 Mile Powertrain Warranty
 Ford: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/60,000 Mile Powertrain Warranty



Missouri Department of Transportation
Bid Tabulation of Request 3-130918TV Light Duty Vehicles
Multiple Award

****See each Bid Tab Item Page to see what options apply to that Item.**

ITEM # 5 - New standard equipped 2014 Half-Ton 4 x 4 Extended Cab Pickup Truck

All units must contain the following options:

1. Standard minimum V6 gas engine (Liters _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds ____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 8ft.
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats
13. 3 sets of keys

Optional Equipment

- Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling, Class III frame hitch/receiver and 4 pin wiring installed plus wiring harness for 7 pin**
- Option 5A:** Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling, Class III frame hitch/receiver and 4 pin wiring installed plus wiring harness for 7 pin
- Option 5B:** Exterior color to be Federal Standard #595B "Highway Yellow"
- Option 5C:** Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible
- Option 5D:** Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible
- Option 5E:** 2 Full-length cab steps or running boards (One on Drivers side, one on Passenger side)
- Option 5F:** Power Windows and Door Locks
- Option 5G:** Short Bed in lieu of 8' bed
- Option 5H:** Optional Rear Axle Ratio
- Option 5I:** Limited Slip Rear Axle
- Option 5J:** LT. 6 ply tires in lieu of 4 ply standard tires
- Option 5K:** Bluetooth Capability



Missouri Department of Transportation
 Bid Tabulation of Request 3-130918TV Light Duty Vehicles
 Multiple Award

ITEM # 10 - New standard equipped 2014 (Full Size) Sport Utility Vehicle 4 x 4
 Options A-E apply. See Options Tab for details.

	Deer Brown Chevrolet	Orlean Chevrolet	Polaris Chevrolet	Joe Machine Ford	Shawnee Mission Ford, Inc.	Bliss Springs Ford	Joe Machine Capital City Ford	Gain City Ford	Roberts Chevrolet	Robert Chevrolet	Dave Sinclair Ford Inc.	Andy Mohr Truck Center, Inc.	Cable DeHamer Chevrolet, Inc.	Republic Ford, Inc.	Brookview Ford Truck Sales	COYLINE Chevrolet Dodge Ram	Lou Fure GMAC	Low Price Ford	Capital Chevrolet Dodge Jeep Ram
	Chevrolet Traverse	Chevrolet Traverse	Chevrolet Tahoe	Ford Explorer	Ford Explorer (Base)	Ford Explorer	Ford Explorer (Base)	Ford Explorer Base	Chevrolet Traverse AWD	Chevrolet Tahoe	Ford Explorer	Ford Explorer	Chevrolet Traverse	Ford Explorer	Ford Explorer	NO BID	GMC Yukon	Ford Explorer	Dodge Durango SXT AWD
	6459	6459	7300	6250	6120	6160	N/A	6120	N/A	7300	N/A	6160	6450	7110	6160	NO BID	7300	N/A	6500
	16723	16723	15721	17723	17723	17723	17723	17723	16723	15721	17724	17723	16723	17723	N/A	NO BID	15721	17723	17724
	22	22	26	186	186	166	166	186	22	26	186	186	22	186	106	NO BID	26	186	25
	6	6	6	6	6	6	6	6.5	5.5	N/A	C	5	6	6	5.5	NO BID	5	5	6
	N/A	NO	YES	YES	YES	YES	YES	N/A	NO	YES	YES	YES	NO	YES	YES	NO BID	YES	YES	YES
	N/A	N/A	11/16	12/17	12/17	12/17	12/17	N/A	N/A	11/16	13/18	14/17	N/A	12/17	N/A	NO BID	15/21	13/18	17/24
	\$25,454	\$25,129	\$32,000	\$25,057	\$25,747	\$26,913	\$25,507	\$25,020.75	\$25,200	\$34,985	\$25,813	\$26,675.70	\$25,604	\$26,127	\$26,478	NO BID	\$34,012	\$26,171	\$23,328
OPTION 10A Tow Pkg.	\$493	\$500	\$292	\$400	\$497	\$513	\$497	\$497	\$512	\$205	\$497	\$570	\$575	\$497	\$474	NO BID	\$207	N/A	\$565
OPTION 10B Pwr Windows & Pwr Door Locks	STD	STD	STD	N/C	STD	STD	STD	STD	STD	STD	STD	STD	STD	STD	STD	NO BID	STD	STD	STD
OPTION 10C Opt. Rear Axle	N/A	N/A	STD (1-2 requires Low Prg 1)	N/A	N/A	N/A	N/A	N/A	N/A	STD	N/A	NO BID	N/A	N/A	N/A	NO BID	N/A	N/A	N/A
OPTION 10D All-Gen Engine	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	NO BID	N/A	N/A	N/A	NO BID	N/A	N/A	\$2,804 5.7L/350 HP (EPA est. 2007 model)
OPTION 10E Bluetooth Capability	STD	\$370	\$2,000 (requires upgrade)	\$420 (includes Swifkey Holes)	\$428	\$466	\$428	STD	\$387	\$76	\$482	NO BID	STD	\$250	STD	NO BID	\$285	\$490	\$110
STD ARO (DAY)	60	60-90	60-90	80-110	90-120	60-120	9-10 wks	90	60-90	60-90 (Low bid after October 3-2017)	60-90	60-100	90	90-120 subject to delays	90-120	NO BID	60-90	90-120	90-120



Missouri Department of Transportation
Bid Tabulation of Request 3-130918TV Light Duty Vehicles
Multiple Award

**See each Bid Tab Item Page to see what options apply to that item.

ITEM # 10 - New standard equipped 2014 (Full Size) Sport Utility Vehicle 4 x 4

All units must contain the following options:

1. Standard minimum 3.5L V6, 3.6L V6 or 5.3L V8 gasoline engine (Specify) (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. LH & RH exterior mirrors
5. Tires:(4) manufacturer's standard all season, plus the manufacturer's standard size spare tire and wheel (Size of 4 standard tires) _____
6. Rubber flooring
7. Brakes 4-wheel anti-lock braking system (ABS)
8. Speed control and tilt wheel
9. Air Condition
10. Wheelbase 113" Minimum
11. 3 sets of keys

Optional Equipment

Towing Package: Manufacturer's Standard to include heavy duty engine oil and

Option 10A: transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

Option 10B: Power Windows and Door Locks

Option 10C: Optional Rear Axle Ratio

Option 10D: Alternative Gas Engine

Option 10E: Bluetooth Capability

Search Results

Current Search Terms: Joe* machen*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

Search
Results

Entity
Exclusion

Search
Filters

By Record
Status

By
Functional
Area - Entity
Management

By
Functional
Area -
Performance
Information

SAM | System for Award Management 1.0

IBM v1.1413.20131213-1603

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



RECEIVED

DEC 18 2013

BOONE COUNTY

BOONE COUNTY AUDITOR

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12/18/13

FIXED ASSET TAG NUMBER: 16194

DESCRIPTION: 2007 Chevrolt Trailblazer

REQUESTED MEANS OF DISPOSAL: Auction

OTHER INFORMATION: mileage 122732

CONDITION OF ASSET: worn out / disabled.

REASON FOR DISPOSITION: Diagnosed with hole in cylinder

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1720

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE	03/27/2007	RECEIPT INTO	1190-3835	
ORIGINAL COST	\$20,989.00	GRANT FUNDED (Y/N)	N	
ORIGINAL FUNDING SOURCE	2731	GRANT NAME		
orig loc 1720		% FUNDING		
ASSET GROUP	1605	AGENCY		
		DOCUMENTATION ATTACHED (Y/N)		
		TRANSFER CONFIRMED		

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN

COMMISSION ORDER NUMBER 14-2014

DATE APPROVED 1-14-14

SIGNATURE 

RECEIVED

DEC 18 2013

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 12/18/13

FIXED ASSET TAG NUMBER: 14173

DESCRIPTION: 2003 Ford Explorer

REQUESTED MEANS OF DISPOSAL: Auction

OTHER INFORMATION: Mileage 139275

CONDITION OF ASSET: worn

REASON FOR DISPOSITION: excessive mileage

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1720

SIGNATURE *[Signature]*

AUDITOR

ORIGINAL PURCHASE DATE 7/25/2003

RECEIPT INTO 1190-3835 *[Signature]*

ORIGINAL COST \$21,228.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

orig loc: 1720

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 14-2014

DATE APPROVED 1-14-14

SIGNATURE *[Signature]*

15 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction. It is further ordered the Presiding Commissioner is hereby authorized to sign the Request for Disposal form.

Done this 14th day of January, 2014

ATTEST:

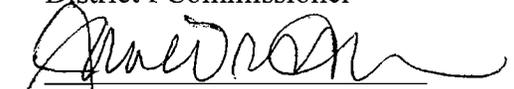
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing
David Eagle
Office Specialist



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: January 6, 2014

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	10706	SMART TRAILER TRAFFIC MONITOR	KUSTOM SIGNALS	SHERIFF	POOR	SR06091

cc: Caryn Ginter, Auditor
Surplus File

Trns N Tag 10706 Tagged Y Tag Combnd N To _____ From _____ Last Posted
Description SMART TRAILER TRAFFIC MONITOR ADJIP 12 2002
Acquired 6/27/1996 Acq Amt 12,200.00 Useful Life Months 48
Acct Grp 1604 MACHINERY & EQUIPMENT Res Val % 0
Category 50 LAW ENFORCEMENT EQUIP
Location 1251 SHERIFF
Purch Dept 1251 SHERIFF
Inventory Date _____ Inv Status _____
Site Loc Boone County Sheriff/Corrections
Site Detl None
Make _____ Model _____
Serial SR06091 Note _____
Invoice 201590 Check 40602
Vendor 6278 KUSTOM SIGNALS INC
Bid# _____
User _____

Calculated Fields Book Value
Dep St Dt _____
Adj Total _____ Total Cost 12,200.00- Acn Dep Ytd .00
Total Cost 12,200.00

F2=Key Screen F3=Exit F7=Trans F11=Grant F23=View Bid

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 12-16-13

FIXED ASSET TAG NUMBER: 10706

DESCRIPTION: Smart Trailer Traffic Monitor

RECEIVED

DEC 16 2013

REQUESTED MEANS OF DISPOSAL: Gov Deals

**BOONE COUNTY
AUDITOR**

OTHER INFORMATION: Inoperable, missing parts, obsolete, not repairable

CONDITION OF ASSET: non functioning

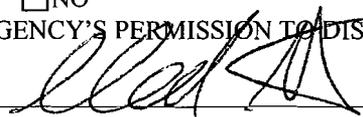
REASON FOR DISPOSITION: too costly to repair

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 12-16-13

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 6/27/1996

RECEIPT INTO 18% → 2040-3835
82% → 1190-3835 

ORIGINAL COST \$ 12,200.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731,2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 15-2014

DATE APPROVED 1-14-14

SIGNATURE 

16 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Public Works to transfer funds to pay for increased fuel expenses.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	86800	Public Works – Maint.	Emergency	45,000	
2040	59000	Public Works – Maint.	Motorfuel/Gasoline		45,000

Done this 14th day of January, 2014.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

Year	<u>2013</u>	Original Appropriation	<u>150,000.00</u>
Dept	<u>2040 PW-MAINTENANCE OPERATIONS</u>	Revisions	<u> </u>
Acct	<u>86800 EMERGENCY</u>	Original + Revisions	<u>150,000.00</u>
Fund	<u>204 ROAD & BRIDGE FUND</u>	Expenditures	<u> </u>
		Encumbrances	<u> </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u> </u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>150,000.00</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>150,000.00</u>

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Year, <u>2013</u>	Original Appropriation	<u>587,400.00</u>
Dept. <u>2040 PW-MAINTENANCE OPERATIONS</u>	Revisions	
Acct. <u>59000 MOTORFUEL/GASOLINE</u>	Original + Revisions	<u>587,400.00</u>
Fund <u>204 ROAD & BRIDGE FUND</u>	Expenditures	<u>622,744.21</u>
	Encumbrances	
Class/Account <u>A ACCOUNT</u>	Actual To Date	<u>622,744.21</u>
Account Type <u>E EXPENSE</u>	Remaining Balance	<u>35,344.21-</u>
Normal Balance <u>D DEBIT</u>	Shadow Balance	<u>35,344.21-</u>

Expenditures by Period

January	<u>46,101.76</u>	July	<u>739.68-</u>
February	<u>61,597.83</u>	August	<u>29,316.92</u>
March	<u>58,482.86</u>	September	<u>62,183.97</u>
April	<u>80,130.35</u>	October	<u>29,001.31</u>
May	<u>68,790.38</u>	November	<u>44,387.66</u>
June	<u>82,085.51</u>	December	<u>61,405.34</u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Year	<u>2013</u>	Original Appropriation	<u>735,639.00</u>
Dept	<u>2040 PW-MAINTENANCE OPERATIONS</u>	Revisions	
Acct	<u>50000 VEHICLE EXPENSE</u>	Original + Revisions	<u>735,639.00</u>
Fund	<u>204 ROAD & BRIDGE FUND</u>	Expenditures	<u>734,377.23</u>
		Encumbrances	
Class/Account	<u>C CLASS</u>	Actual To Date	<u>734,377.23</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>1,261.77</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>1,261.77</u>

Expenditures by Period

January	<u>46,988.36</u>	July	<u>2,179.53</u>
February	<u>73,520.42</u>	August	<u>46,025.78</u>
March	<u>65,673.54</u>	September	<u>69,749.80</u>
April	<u>86,729.31</u>	October	<u>35,833.99</u>
May	<u>85,874.82</u>	November	<u>46,118.54</u>
June	<u>90,225.01</u>	December	<u>85,458.13</u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

2013 Emergency Fund
2040-86800

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2013		150,000		150,000	Original Budget
12/31/2013	Motorfuel/Gasoline		(45,000)	105,000	
				105,000	
	Total	<u>150,000</u>	<u>(45,000)</u>		

2013 Contingency Fund
2040-86850

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
				0	
	Total	<u>0</u>	<u>0</u>	<u>0</u>	

17 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the 2014 General Consultant Agreements for: A Civil Group; Allstate Consultants; Benton & Associates, Inc.; BFA, Inc.; Bozoian Group Architects, LLC; CM Engineering; Engineering Surveys & Services, Inc.; Olsson Associates; Poepping, Stone, Bach & Associates, Inc.; Ross & Baruzzini; Simon & Associates; Terracon Consultants, Inc. and Trabue, Hansen & Hinshaw, Inc.

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

Done this 14th day of January, 2014

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

Janet M. Thompson
Janet M. Thompson
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January, 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and A Civil Group (herein "Consultant").

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

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

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

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

services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A CIVIL GROUP

By Jay CERNANOS

Title Chief Operative Member

Dated: 12/14/13

APPROVED AS TO FORM:

J. R. House
County Attorney

APPROVED:

[Signature]
Director, Boone County Resource Management

BOONE COUNTY, MISSOURI

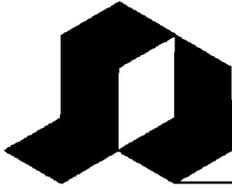
By [Signature]

Presiding Commissioner

Dated: 1-14-14

ATTEST:

Wendy S. Noren
County Clerk



A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

Fee Schedule 2014

ENGINEER I	\$ 125 / HOUR
ENGINEER II	\$ 120 / HOUR
ENGINEER III	\$ 115 / HOUR
ENGINEER IV	\$ 100 / HOUR

DESIGNER \$110 / HOUR

SURVEYOR I	\$ 95 / HOUR
SURVEYOR II	\$ 75 / HOUR
SURVEYOR III	\$ 60 / HOUR

DESIGN TECHNICIAN I	\$ 85 / HOUR
DESIGN TECHNICIAN II	\$ 80 / HOUR
DESIGN TECHNICIAN III	\$ 75 / HOUR

1-MAN FIELD CREW	\$ 120 / HOUR
2-MAN FIELD CREW	\$ 130 / HOUR
3-MAN FIELD CREW	\$ 135 / HOUR

CLERICAL \$50 /HOUR

OUTSIDE COPIES ACTUAL EXPENSE

OFFICE COPIES

LARGE COPIES	\$4.50/EACH
BLACK AND WHITE COPIES	\$0.50/EACH
COLOR COPIES	\$1.00/EACH



A Civil Group, LLC

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January, 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Allstate Consultants (herein "Consultant").

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

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

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

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

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

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

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

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

3. Compensation - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

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

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

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

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

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

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

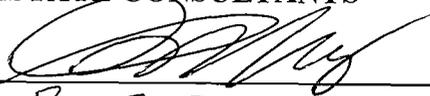
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or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

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

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

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

ALLSTATE CONSULTANTS

By 
Ron C. Shy

Title President

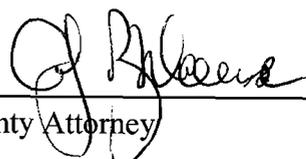
Dated: 12/13/2013

BOONE COUNTY, MISSOURI

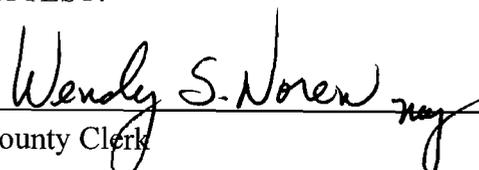
By 
Presiding Commissioner

Dated: 1-14-14

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management



Rate Schedule

Revised: January 1, 2013

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$135.00
ENGINEER III.....	\$125.00
ENGINEER II.....	\$115.00
ENGINEER I.....	\$105.00
INVESTIGATIVE ENGINEER III.....	\$205.00
INVESTIGATIVE ENGINEER II.....	\$180.00
INVESTIGATIVE ENGINEER I.....	\$155.00
TECHNICIAN VI/SURVEYOR III.....	\$110.00
TECHNICIAN V/SURVEYOR II.....	\$100.00
TECHNICIAN IV/SURVEYOR I.....	\$85.00
TECHNICIAN III.....	\$75.00
TECHNICIAN II.....	\$55.00
TECHNICIAN I.....	\$40.00
CREW (1 MAN).....	\$115.00
CREW (2 MEN).....	\$135.00
CREW (3 MEN).....	\$145.00
INVESTIGATOR IV.....	\$115.00
INVESTIGATOR III.....	\$105.00
INVESTIGATOR II.....	\$80.00
INVESTIGATOR I.....	\$65.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$200.00
GPS RECEIVERS (PER UNIT).....	\$115.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$40.00/day
ATV (PER UNIT).....	\$115.00/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	\$12.00/test
Unconfined Compressive Strength	\$32.00/test
With Stress vs. Strain Curve	\$60.00/test
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit)	\$85.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$75.00/test
Hydrometer Analysis	\$75.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$150.00/test
Specific Gravity Determination	\$60.00/test
Swell Potential (1 Surcharge Pressure).....	\$150.00/test
Swell Potential and Swell Pressure.....	\$250.00/test
Consolidation Test with e log p Curve.....	\$475.00/test
With Time vs. Deformation Plots	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test.....	\$250.00/test
Laboratory CBR Test (Per Specimen)	\$250.00/test
Concrete Compressive Strength Tests	\$20.00/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**



Allstate Consultants

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January, 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Benton & Associates, Inc (herein "Consultant").

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

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

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

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

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

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

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

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

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

BENTON & ASSOCIATES, INC

By Shannon Howe

Title Principal, VP

Dated: December 20, 2013

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 1-14-14

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Woren
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management



BENTON & ASSOCIATES INC

Consulting Engineers/Land Surveyors
 Illinois: Jacksonville • Macomb
 Missouri: Kirksville • Macon • Rolla • O'Fallon • Jamesport

**2014 – SCHEDULE FOR
 HOURLY PROFESSIONAL SERVICES**

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
ENGINEER-----	\$101.00
PROFESSIONAL ENGINEER I -----	113.00
PROFESSIONAL ENGINEER II-----	118.00
PROFESSIONAL ENGINEER III-----	132.00
PROFESSIONAL ENGINEER IV -----	135.00
PROFESSIONAL ENGINEER V -----	142.00
PROFESSIONAL ENGINEER VI -----	170.00
STRUCTURAL ENGINEER I-----	125.00
STRUCTURAL ENGINEER II-----	138.00
STRUCTURAL ENGINEER III-----	148.00
SURVEY PARTY CHIEF II-----	92.00
SURVEY PARTY CHIEF I -----	63.00
LICENSED SURVEYOR-IN-TRAINING-----	95.00
PROFESSIONAL LAND SURVEYOR I -----	109.00
PROFESSIONAL LAND SURVEYOR II -----	125.00
ASSOCIATE -----	135.00
PRINCIPAL -----	148.00
SUPERVISING DESIGNER / PROJECT MANAGER / LICENSED OPERATOR -----	114.00
SUBSURFACE UTILITY ENGINEERING MANAGER -----	103.00
SUBSURFACE UTILITY ENGINEERING TECHNICIAN II -----	103.00
SUBSURFACE UTILITY ENGINEERING TECHNICIAN I -----	93.00
ENGINEERING TECHNICIAN-----	46.00
ENGINEERING TECHNICIAN I -----	60.00
ENGINEERING TECHNICIAN II -----	72.00
ENGINEERING TECHNICIAN III -----	83.00
ENGINEERING TECHNICIAN IV -----	92.00
SENIOR ENGINEERING TECHNICIAN -----	101.00
CONSTRUCTION OBSERVER I -----	70.00
CONSTRUCTION OBSERVER II-----	88.00
CONSTRUCTION OBSERVER III-----	105.00

ALL DIRECT JOB EXPENSES AND MATERIALS OTHER THAN NORMAL OFFICE SUPPLIES
 WILL BE BILLED AT ACTUAL COST PLUS 10 PERCENT
Specialized Services will be billed for on a case-by-case basis

GENERAL CONDITIONS

Item 1. Scope of Work. Benton & Associates, Inc. (B&A) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of B&A proposal, Schedule for Hourly Professional Services, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of B&A's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the accompanying Schedule for Hourly Professional Services. Unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom the client releases any part of work.

B&A shall have no obligations to any party other than those

expressed by agreement.

Item 2. Site Access/Background Data. The client will provide for the right-of-way access to the work site. In the event the work site is not owned by the client, client represents to B&A that all necessary permissions for B&A to enter the site and conduct the work have been obtained. While B&A shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of the work, that B&A has not included in its fee the cost of restoration of damage, and that the client will pay for such restoration costs. Client shall provide the appropriate land title and/or background information to B&A required for the performance of our work. B&A will not be required to perform an independent search for easements, encumbrances, title evidence and ownership data as B&A will rely upon the materials and representations that client supplies to B&A.

Item 3. Utilities. In the performance of its work, B&A will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on the utility or locator services

to correctly identify their buried facilities and service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold B&A harmless and indemnify B&A from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by B&A for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to B&A or otherwise disclosed by the client, utility, or locator service. B&A will be responsible for ordering the utility locator or exploratory excavation services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise B&A of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by B&A employees or subcontractors or which in any other way may be pertinent to B&A's proposed services.

Item 5. Confidentiality. B&A shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". B&A shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of B&A against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by B&A is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of B&A. Client now has no contract with any other professional engineer/surveyor/planner for the performance of the specific services outlined in the agreement and any previous contracts are terminated and copies of all previous work will be provided to B&A for use in this current project.

Item 6. Standard of Care. B&A will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 7. Technical Methodology and Protocol. B&A will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other special methods or procedures are preferred by the client or are considered more appropriate, a written description or designation of these must be provided to B&A prior to execution of this agreement.

Item 8. Limitations of Liability. In recognition of the relative risks and benefits of the project to both the Client and B&A, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of B&A and his or her subconsultants to the client on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of B&A and his or her subconsultants to all those named shall not exceed B&A's total fee for services rendered, or \$50,000, whichever is less, on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Item 9. Insurance and Indemnity. B&A represents that it maintains general liability, property damage, and professional liability insurance, and that B&A's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request.

B&A shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. B&A agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by B&A. Except as expressly set forth in Items Nos. 8 and 9, the client agrees to hold B&A, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to

B&A's work.

Item 10. Modifications. This agreement and all its attachments represent the entire understanding between the parties, and neither the client nor B&A may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These items and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Reuse of Documents. All documents including drawings, specifications, and electronic media furnished by B&A pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by client or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by B&A will be at client's sole risk, and without liability of B&A, and client shall indemnify and hold harmless B&A from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle B&A to further compensation at rates to be agreed upon by client and B&A.

Item 12. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. Late payment charges of 1.0% per month will be added to delinquent charges. Client shall be further obligated to pay B&A's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This agreement is entered into in Morgan County, Illinois and the Laws of Illinois are to apply to the agreement. If legal action is required by B&A, to collect fees or expenses advanced or to resolve disputes, then the parties agree that Morgan County shall be the proper venue for that legal action. B&A, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate B&A for all services performed to and for such termination.

Item 13. Opinions of Cost. Since B&A has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this project will be based upon its own experience with construction, but B&A cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the client wishes greater assurance as to the construction cost, they shall employ an independent cost estimator.

Item 14. Shop Drawing Review. Client agrees that B&A's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with B&A's design intent and conformance with information given in the construction documents. B&A shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. Client warrants that the contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to B&A.

Item 15. Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and B&A agree that all disputes between them arising out of, or related to this Agreement, shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties agree to resolve conflicts that arise during the design or construction of the project or following the completion of the project by methods other than nonbinding mediation, then all such agreements must be set forth in writing, and must be signed by representatives of both the Client and B&A to be effective. It is further agreed by the Client and B&A that supplemental agreements to resolve conflicts that arise during the design or construction of the project, or following the completion of the project, must not only be signed by representatives of both the Client and B&A; but must specify, in writing, the method of dispute resolution which has been selected to replace nonbinding mediation.

01/06/2009



Benton & Associates, Inc

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and BFA, Inc (herein "Consultant").

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

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

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

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

services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

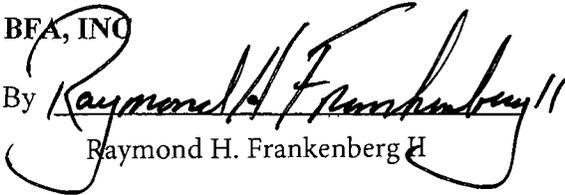
13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

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

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

BFA, INC

By

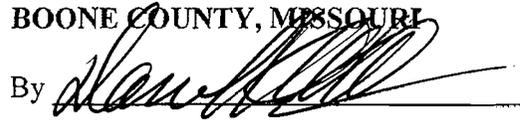

Raymond H. Frankenberg H

Title President

Dated: 12/17/13

BOONE COUNTY, MISSOURI

By

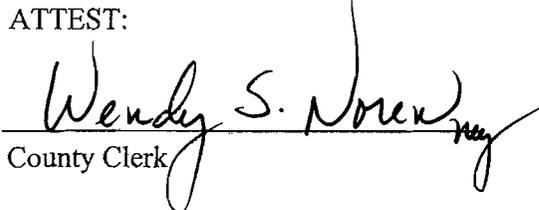

Presiding Commissioner

Dated: 1-14-14

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management

Charge Out Rates
Effective January 28, 2013

Classification	Hourly Rate
Engineer	\$110 - \$160
Project Manager	\$75 - \$100
Designer	\$60 - \$100
Surveyor	\$62 - \$110
Field Technician	\$45 - \$100
Field Technician/Robotic	\$65 - \$120
Drafter	\$45 - \$85
Administrative Assistant	\$55 - \$65
Computer Support	\$55 - \$75
Financial Administrator	\$55 - \$75

Kelle Westcott - RE: FW: Boone County Consultant Agreement - BFA Engineers

From: Wes Theissen <wtheissen@bfaeng.com>
To: Kelle Westcott <KWestcott@boonecountymmo.org>
Date: 12/31/2013 11:10 AM
Subject: RE: FW: Boone County Consultant Agreement - BFA Engineers

Yes – sorry for the trouble.

Wes Theissen - CFM, CPESC
 BFA, Inc.
 103 Elm Street
 Washington, MO 63090
 Phone 636.239.4751 | Fax 855.206.6246
 Mobile 314.800.8099

From: Kelle Westcott [mailto:KWestcott@boonecountymmo.org]
Sent: Tuesday, December 31, 2013 11:08 AM
To: Wes Theissen
Subject: RE: FW: Boone County Consultant Agreement - BFA Engineers

If we go ahead and execute the agreement it would have to be at these rates. There would need to be an amendment to the agreement to change the rates. Are you willing to honor these rates?

Thank you,

Kelle

Kelle Westcott
 Administrative Assistant
 573-886-4480
 >>> Wes Theissen <wtheissen@bfaeng.com> 12/31/2013 11:05 AM >>>

Yes – I do not anticipate changes (especially at the upper end of the ranges) - if we make any adjustments, I will update your information, or we will honor the numbers shown.

Wes Theissen - CFM, CPESC
 BFA, Inc.
 103 Elm Street
 Washington, MO 63090
 Phone 636.239.4751 | Fax 855.206.6246
 Mobile 314.800.8099

From: Kelle Westcott [mailto:KWestcott@boonecountymmo.org]

Sent: Tuesday, December 31, 2013 11:01 AM
To: Wes Theissen
Subject: Re: FW: Boone County Consultant Agreement - BFA Engineers

Hi Wes,

Thank you for sending this information. So these will be your rates for 2014 correct?

Happy New Year,

Kelle

Kelle Westcott
Administrative Assistant
573-886-4480

>>> Wes Theissen <wtheissen@bfaeng.com> 12/31/2013 10:55 AM >>>

Kelle:

Attached is our most current rate sheet – let me know if you need anything further or more specific.

Since these are ranges and not specific to any individual, I'd anticipate these being the same for 2014.

Thanks,

Wes Theissen - CFM, CPESC
BFA, Inc.
103 Elm Street
Washington, MO 63090
Phone 636.239.4751 | Fax 855.206.6246
Mobile 314.800.8099

From: Annette Hellmann
Sent: Friday, December 27, 2013 10:20 AM
To: Wes Theissen
Subject: FW: Boone County Consultant Agreement

From: Kelle Westcott [<mailto:KWestcott@boonecountymmo.org>]
Sent: Friday, December 27, 2013 9:51 AM
To: Mail
Subject: Boone County Consultant Agreement

Good Morning Mr Theissen,

Thank you for returning your signed Consultant Services agreement. In reviewing of the items submitted I did not find you Fiscal Year 2014 rate sheet. Please forward this information so I can process your agreement.

Thank you,
Kelle

Kelle Westcott
Administrative Assistant
573-886-4480

This electronic file is transmitted for informational purposes only. It is understood that BFA, Inc. is not responsible for the contents, use, or loss of any data contained herein.

This electronic file is transmitted for informational purposes only. It is understood that BFA, Inc. is not responsible for the contents, use, or loss of any data contained herein.

This electronic file is transmitted for informational purposes only. It is understood that BFA, Inc. is not responsible for the contents, use, or loss of any data contained herein.



BFA, Inc

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of Jan., 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Bozoian Group Architects, LLC (herein "Consultant").

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

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

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

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

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

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

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

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

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

BOZOIAN GROUP ARCHITECTS, LLC

By 

Title Member

Dated: 12-19-2013

BOONE COUNTY, MISSOURI

By 

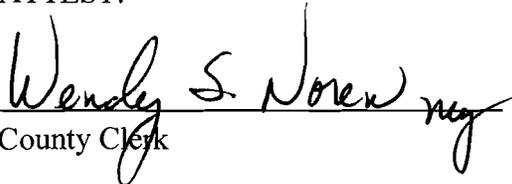
Presiding Commissioner

Dated: 1-14-14

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management

BOZOIAN GROUP ARCHITECTS, LLC

2201 South Brentwood Boulevard
Suite 105
St. Louis, Missouri 63144
314-962-4100
www.bozoiangroup.com

Hourly Rates for 2014

Principal/Project Manager:	\$150 per hour
Senior Project Architect:	\$140 per hour
Project Architect/Architect:	\$120 per hour
Designer:	\$90 per hour

Architecture
Interior Design
Master Planning
Owner's Representation



Bozoian Group Architects,
LLC

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CM Engineering (herein "Consultant").

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

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

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

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

services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CM ENGINEERING

By



Title

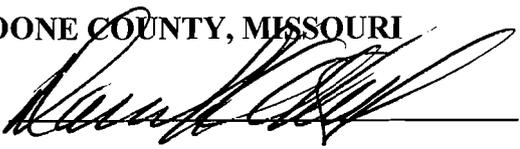
Principal

Dated:

12/16/2013

BOONE COUNTY, MISSOURI

By



Presiding Commissioner

Dated:

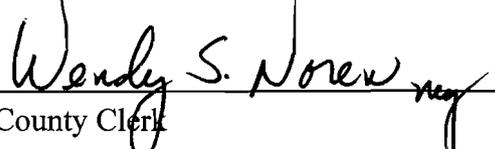
1-14-14

APPROVED AS TO FORM:



County Attorney

ATTEST:



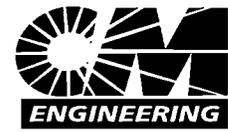
County Clerk

APPROVED:



Director, Boone County Resource Management

Fee Schedule



"Bright Solutions in Engineering"

Principal Engineer	\$160.00 / hour
Project Manager	\$100.00 / hour
Project Engineer	\$90.00 / hour
Designer	\$70.00 / hour
Drafter	\$60.00 / hour
Administrative / Clerical	\$55.00 / hour

Expenses	Fee Charge
Outside Reproduction	Cost plus 10%
Inside Reproduction	\$1.98/sheet (.33 Sq. Ft.)
24 x 36 Bond	\$2.89/sheet (.33 Sq. Ft.)
30 x 42 Bond	
Out of Area Travel	Current Federal allowance per mile plus expenses
Subcontractors and Consultants	Cost plus 10%

We require all payments 30 days from the invoice date.
Payments not received by the due date shall bear interest at the rate of 10% per annum.

Insurance Limits

Comprehensive General Liability:	
Each Occurrence	\$2,000,000
General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000
Automobile Liability (Hired and Non-Owned Autos):	
Combined single limit for property damage and bodily injury	\$2,000,000
Commercial Umbrella Liability:	
Each Occurrence	\$1,000,000
Aggregate Limit	\$1,000,000
Workers Compensation:	
State	Statutory
Employers Liability	\$1,000,000
Professional Liability:	
Per Claim	\$1,000,000
Aggregate Limit	\$2,000,000
Deductible Each Claim	\$10,000
Deductible All Claims	\$30,000

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



CM Engineering

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January, 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Engineering Surveys and Services, LLC (herein "Consultant").

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

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

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

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

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

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

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

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

3. Compensation - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

ENGINEERING SURVEYS AND SERVICES, LLC BOONE COUNTY, MISSOURI

By 
Larry L. Hendren

By 
Presiding Commissioner

Title Managing Member

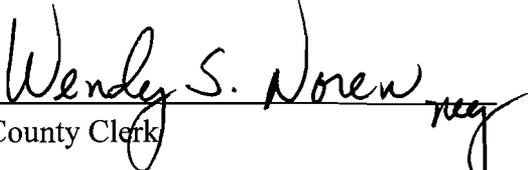
Dated: 12/18/2013

Dated: 1-14-14

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management

Engineering Surveys and Services

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

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

HOURLY FEE SCHEDULE

August 1, 2013

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$120-160 /hour
Registered Professional Engineer	\$ 110-140 /hour
Registered Professional Land Surveyor	\$ 100-130 /hour
Project Surveyor	\$ 70-90 /hour
Engineer In Training	\$ 80-100 /hour
Senior Engineering Technician	\$ 60-70 /hour
Engineering Technician	\$ 50-60 /hour
CAD Operator	\$ 65-90 /hour
Chemist	\$ 70-80 /hour
Administrative Assistant	\$ 50-55 /hour
Computer	\$ 50 /day
EDM Equipment	\$ 100 /day
Global Positioning System Equipment	\$ 200 /day
Drill Rig	\$ 150-\$250 /hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.60/mile

NOTES

1. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
2. Overtime charges at 1.4 times above rates.

Other Offices
Jefferson City, Missouri • Sedalia, Missouri

Engineering Surveys and Services

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

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

August 1, 2013
Page 1 of 6

SCHEDULE OF LABORATORY TESTING FEES

WASTEWATER AND WATER ANALYSIS

UNIT PRICE

Biochemical Oxygen Demand (5-day BOD)	\$ 41.00
Chemical Oxygen Demand (COD)	38.00
Fecal Coliform Bacteria	30.00
E. Coli	29.00
Total Coliform Bacteria	100.00
Dissolved Oxygen (DO)	12.00
Hydrogen Sulfide	12.00
Total Solids (Residue/Matter)	14.00
Total Filterable (Dissolved)	15.00
Total Nonfilterable (Suspended)	16.00
Total Volatile Solids	15.00
Settleable Solids	14.00
pH	8.00
Acidity	12.00
Alkalinity	12.00
Bicarbonate Alkalinity	12.00
Carbonate Alkalinity	12.00
Phenolphthalein Alkalinity	12.00
Carbonate Hardness	20.00
Noncarbonate Hardness	21.00
Conductivity	9.00
Grease & Oil	40.00
Grease & Oil, Soxhlet	70.00
Turbidity	12.00
Specific Gravity	14.00
"NO DISCHARGE" NPDES Report	50.00
Sample Preparation when Required Two Hour Minimum Charge.	Hourly

SCHEDULE OF LABORATORY TESTING FEES**ANALYSIS FOR ELEMENTS & METALS**

	<u>UNIT PRICE</u>		<u>UNIT PRICE</u>
Aluminum	\$ 17.00	Magnesium (Mg)	\$ 17.00
Antimony (Sb)	31.00	Manganese (Mn)	17.00
Ammonia (NH ₄)	20.00	Mercury (Hg)	35.00
Arsenic (As)	32.00	Molybdenum (Mo)	17.00
Barium (Ba)	17.00	Nickel (Ni)	17.00
Beryllium (Be)	23.00	Nitrogen (N)	12.00
Bismuth (Bi)	32.00	Nitrate (NO ₃)	20.00
Boron (B)	23.00	Nitrite (NO ₂)	20.00
Cadmium (Cd)	18.00	Organic Nitrogen	12.00
Calcium (Ca)	17.00	Phenols	63.00
Carbon, Organic (TOC)	35.00	Phosphorous, Total	24.00
Chloride (Cl)	19.00	Phosphate, Ortho	23.00
Chlorine, Demand	33.00	Potassium (K)	17.00
Chlorine, Residual	20.00	Selenium (Se)	32.00
Chromium (Cr)	17.00	Silicon (Si)	19.00
Chromium, Hex.(Cr-VI)	20.00	Silver (Ag)	17.00
Cobalt (Co)	17.00	Sodium (Na)	17.00
Copper (Cu)	17.00	Sulfate (SO ₄)	18.00
Cyanide (Cn)	40.00	Sulfide (S)	18.00
Cyanide, ATC (Cn)	23.00	Sulfite (SO ₃)	18.00
Fluoride (F)	24.00	Thallium (Tl)	32.00
Iodine (I)	23.00	Tin (Sn)	32.00
Iron (Fe)	17.00	Titanium (Ti)	24.00
Kjeldahl Nitrogen	33.00	Vanadium (V)	32.00
Lead (Pb)	17.00	Zinc (Zn)	17.00
Lithium (Li)	32.00		

Sample Preparation when Required, Two Hour Minimum Charge

Hourly

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

- Analysis for "total" metal concentration will be performed for an additional cost of \$13.00 per sample.

SCHEDULE OF LABORATORY TESTING FEES

<u>ORGANIC ANALYSIS</u>	<u>UNIT PRICE</u>
Pesticides	\$ 190.00
Herbicides	225.00
Polychlorinated Biphenyls (PCB)	
In Water	220.00
In Transformer Oil	220.00
In Tissue	220.00
In Sediment/Soil	220.00
Trihalomethanes	145.00
Volatile Organic Compounds (VOC)	255.00
BTEX (Benzene, Toluene, Ethylbenzene, Xylene)	220.00
Sample Preparation when Required	Hourly
Two Hour Minimum Charge.	

SCHEDULE OF LABORATORY TESTING FEES

MRBCA Volatiles – List 1

EPA Method 5035/8260B

Soil \$97.00 Water \$88.00

Benzene
Toluene
Ethylbenzene
Xylenes (mixed)
Ethylene Dibromide (EDB)
Ethylene Dichloride (EDC)
Methyl-tert-butyl-ether(MTBE)
TPH-GRO
Tertiary-amyl-methyl-ether (TAME)
Tertiary-butyl- alcohol (TBA)
Ethyl-tert-butyl-ether (ETBE)
Di-isopropyl ether (DIPE)

Surrogates

Dibromofluoromethane
Toluene – d8
Bromofluorobenzene

MRBCA Volatiles – List 2 (Water Only)

EPA Method 8015

Water \$94.00

Ethanol
Methanol

MRBCA Metals EPA Method 6010B/6020

Soil \$116.00 Water \$110.00

Arsenic Chromium (VI)
Barium Lead
Cadmium Selenium
Chromium (III)

LEAD ONLY \$22.50

MRBCA Semivolatiles – List 2 (PAH)

EPA Method 8270

Soil \$97.00 Water \$88.00

Acenaphthene
Anthracene
Benzo(a)anthracene
Benzo(a)pyrene
Benzo(b)fluoranthene
Benzo(k)fluoranthene
Chrysene
Dibenzo(a,h)anthracene
Fluoranthene
Fluorene
Naphthalene
Pyrene

Surrogates

Nitrobenzene – d5
2 - Fluorobiphenyl
p – Terphenyl – d14

MRBCA Semivolatiles – List 1 (TPH)

MEPA Method 8270C

Soil \$97.00 Water \$88.00

TPH-DRO
TPH-ORO

TERRA Core Sampling Kit

\$14.00 each

SCHEDULE OF LABORATORY TESTING FEES

CONCRETE

UNIT PRICE

*Cylinder-compressive strength	\$ 16.00
Concrete Beam – flexural Strength	45.00
Mortar Cube – compressive strength	16.00
Grout/Prism – compressive strength	16.00
Cylinder-compressive strength made by others	21.50
Cylinder Held (spare)	5.00
Cylinder molds, each	2.00
Mix Design	By Quote
Slump, Air Content & Cylinders	Hourly
Core Drilling and Testing	By Quote
Special handling of cores or irregular size specimens	Hourly
Cylinder pickup made by others	Hourly

AGGREGATE

Sieve Analysis, dry	85.00
Sieve Analysis, wet	85.00
Materials finer than #200 sieve by washing	110.00
Specific gravity & absorption	110.00
Unit weight	65.00
Organic impurities in fine aggregate (colorimetric)	40.00
Lightweight pieces (coal & lignite)	85.00
Clay lumps & friable particles	80.00
Chert content of coarse aggregate	150.00
Thin or elongated pieces in coarse aggregate	150.00
Soundness by sodium or magnesium sulfate (5 cycle)	350.00
Freeze-Thaw	700.00
Los Angeles Abrasion of coarse aggregate	300.00

ASPHALT

Core Density	40.00
Extraction test for oil	230.00
Sieve Analysis of extracted aggregates & extraction test for oil	330.00

STRUCTURAL STEEL

Welded and bolted connections	Hourly
Ultra-Sonic weld testing equipment	175.00 per day

Two Hour Minimum Charge

*Cylinder pickup included in Columbia, Sedalia and Jefferson City.

SCHEDULE OF LABORATORY TESTING FEES

<u>SOIL</u>	<u>UNIT PRICE</u>
Classification Tests:	
Moisture Content	\$ 10.00
Particle-Size Analysis, wet sieve	120.00
Particle-Size Analysis, hydrometer	175.00
Material finer than #200 sieve	110.00
Specific Gravity	85.00
Atterberg Limits (LL, PL & PI)	100.00
Shrinkage Limit	85.00
Dry Density of undisturbed sample	40.00
Fractional Organic Carbon	70.00
Shear Tests:	
Unconfined Compression (qu)	70.00
Triaxial (Q), multistage	350.00
Compressibility Tests:	
Consolidation	450.00
Swell	220.00
Compaction Tests:	
Standard Proctor	200.00
Modified Proctor	275.00
Field Density Testing – Nuclear Meter	Hourly plus 13.00
California Bearing Ratio	350.00
Permeability	
Flexible Wall Permeability	320.00
Falling-head Permeability	270.00
Drilling and Sampling:	
Equipment and Crew	By Quote
3" Diameter Shelby Tubes	18.00
Sample Jars	3.00
Sample Preparation when required	Hourly
Two Hour Minimum Charge.	

Kelle Westcott - RE: Fee Schedules

From: "Larry L. Hendren, PE, RG" <LHendren@ESS-Inc.com>
To: "Kelle Westcott" <KWestcott@boonecountymo.org>
Date: 12/30/2013 12:30 PM
Subject: RE: Fee Schedules

Yes, that is correct.

Larry L. Hendren

From: Kelle Westcott [mailto:KWestcott@boonecountymo.org]
Sent: Monday, December 30, 2013 11:23 AM
To: LHendren@ess-inc.com
Cc: P.E. David A. Bennett
Subject: Re: Fee Schedules

Hi Larry,

Thank you for sending this information. I just want to clarify that these are your rates for fiscal year 2014, January through December, as the attached pages say Hourly fee schedule August 1, 2013.

Thank you,
Kelle

Kelle Westcott
Administrative Assistant
573-886-4480
>>> "Larry L. Hendren, PE, RG" <LHendren@ESS-Inc.com> 12/30/2013 11:06 AM >>>
Kelle, this should complete the contract documents.

Thank you,
Larry L. Hendren
Engineering Surveys & Services
1113 Fay Street
Columbia, MO 65203
573-449-2646

WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

Effective 1/1/2009

County of Boone)
State of Missouri) ss.

My name is Larry L. Hendron I am an authorized agent of Engineering
Survey & Service (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

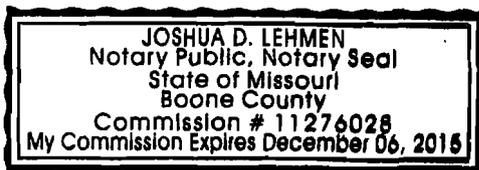
Documentation of participation in a federal work authorization program is attached to this affidavit.

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

[Signature]
Affiant/
Larry L. Hendron
Printed Name

Subscribed and sworn to before me this 12th day of August, 2013.

[Signature]
Notary Public





**Engineering Surveys and
Services, LLC**

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January, 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Olsson Associates (herein "Consultant").

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

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

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

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

services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OLSSON ASSOCIATES

By Bud A

Title President

Dated: 12-27-13

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 1-14-14

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Noewney
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

OLSSON ASSOCIATES

RATE SCHEDULE

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	150 - 300
Project Manager.....	125 - 160
Project Professional.....	110 - 135
Assistant Professional.....	65 - 120
Designer.....	95 - 130
CAD Operator.....	35 - 90
Survey.....	50 - 115
Construction Services.....	80 - 170
Administrative/Clerical.....	35 - 75

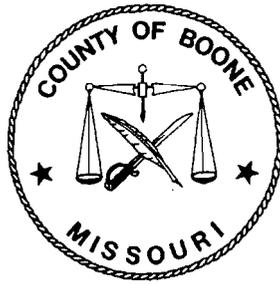
Special Services not included in above categories will be provided on a special rate schedule.

REIMBURSABLE EXPENSES

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Costs</u>
Automobiles	\$0.565/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost+10%
Telephone and	
Fax Transmissions	Actual Cost+10%
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).



Olsson Associates

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January, 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Poepping, Stone, Bach & Associates, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

3. Compensation - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

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

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

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

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

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

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

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

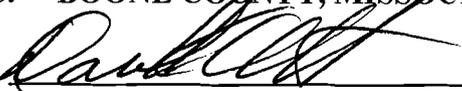
13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

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

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

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

By 

By 

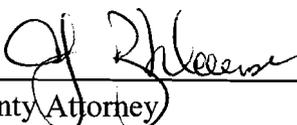
Presiding Commissioner

Title Vice-President of Missouri Office

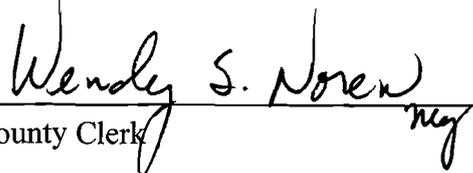
Dated: 12-16-2013

Dated: 1-14-14

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management



BOONE COUNTY
PROFESSIONAL FEE SCHEDULE

Table with 3 columns: CLASSIFICATION, Description, and RATE PER HOUR. Lists various professional roles and their corresponding hourly rates.

OUT-OF-POCKET EXPENSES

Table listing out-of-pocket expenses: PHONE CALLS, MEALS AND LODGING; BLUEPRINTS, AERIAL PHOTOS, PHOTOCOPIES; MILEAGE. Includes associated costs like COST + 15% and CURRENT IRS RATE.

FIELD PARTY EXTRAS

Table listing field party extras: STAKES, IRON PINS, CONCRETE MONUMENTS, ETC; GPS - \$/HOUR. Includes associated costs like COST + 15% and \$9.00.

SPECIAL ITEMS

Table listing special items: COMPUTER TIME/HOUR; COURT TESTIMONY BY LICENSED PROFESSIONALS; SPECIAL CONSULTANTS; COMPUTERIZED RENDERING AND ANIMATION. Includes associated costs like \$9.00, \$2000 PER DAY, COST + 15%, and \$150/HOUR.

THESE RATES EFFECTIVE UNTIL DECEMBER 31, 2014



**Poepping, Stone, Bach &
Associates, Inc**

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Ross & Bartuzzini (herein "Consultant").

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

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

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

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

services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

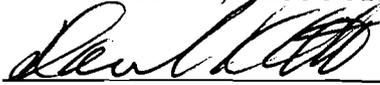
ROSS & BARUZZINI

By 
Michael E. Shea

Title Senior Vice President

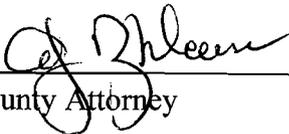
Dated: 12 / 17 / 13

BOONE COUNTY, MISSOURI

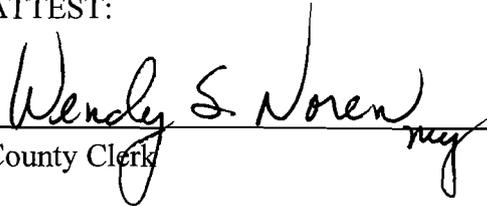
By 
Presiding Commissioner

Dated: 1-14-14

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management

Ross & Baruzzini

STANDARD HOURLY RATES

As of January 1, 2014
Good through December 31, 2014

<i>Classification</i>	<i>Rates</i>
Project Principal	\$225.00
Senior Design Consultant	\$195.00
Senior Project Manager	\$175.00
Project Manager	\$156.00
Design Consultant	\$154.00
Commissioning Authority	\$145.00
Senior Engineer/Architect	\$138.00
Construction Engineer/Architect	\$125.00
Project Engineer/Architect	\$122.00
Commissioning Agent	\$120.00
Engineer	\$108.00
Architect	\$102.00
Commissioning Field Engineer	\$95.00
Senior Designer	\$92.00
Lighting Designer	\$90.00
Senior Project Coordinator	\$78.00
Designer	\$74.00
Interior Designer	\$70.00
CAD Technician	\$60.00
Project Coordinator	\$58.00
Intern	\$45.00



Ross & Baruzzini, Inc

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Simon and Associates (herein "Consultant").

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

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

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

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

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

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

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

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

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

SIMON AND ASSOCIATES
By Helen Kelly
Title Helen Kelly
Dated: 12/20/13

BOONE COUNTY, MISSOURI
By [Signature]
Presiding Commissioner
Dated: 1-14-14

APPROVED AS TO FORM:
[Signature]
County Attorney

ATTEST:
Wendy S. Noren
County Clerk *Wey*

APPROVED:
[Signature]
Director, Boone County Resource Management

Kelle Westcott - RE: Consultant Service Agreement

From: "Helen Kelly" <kelly@simonassoc.net>
To: <KWestcott@boonecountymo.org>
Date: 12/27/2013 11:10 AM
Subject: RE: Consultant Service Agreement
CC: <jsimon@simonassoc.net>

Ms. Westcott,

Please find below the requested Fiscal Year Rate Schedule.

Simon Associates Inc. 2014 Fiscal Year Rate Schedule :

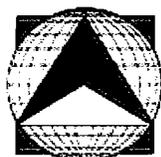
Architect/Engineer	\$120.00
Architect/Engineer Intern	\$85.00
Draftsperson	\$65.00
Clerical	\$45.00

If there is anything else you need please let me know.

Thank You,

Helen Kelly

From: John Simon [mailto:j~~simon~~@simonassoc.net]
Sent: Friday, December 27, 2013 10:13 AM
To: kelly@simonassoc.net
Subject: FW: Consultant Service Agreement



John Simon

Simon Associates Inc., Architecture

email: j~~simon~~@simonassoc.net || www.simonassoc.net

p: (573) 874-1818 Ext. 203



Simon Associates, Inc

Discipline List

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

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January, 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terracon Consultants, Inc. (herein "Consultant").

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

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

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

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

services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

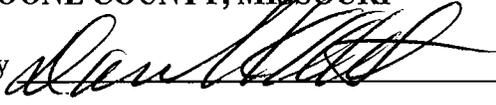
TERRACON CONSULTANTS, INC.

By 

Title Office Manager

Dated: 12/30/13

BOONE COUNTY, MISSOURI

By 

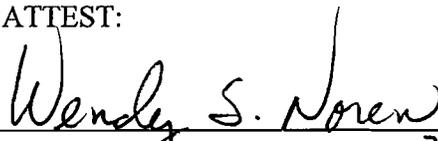
Presiding Commissioner

Dated: 1-14-14

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk *WJ*

APPROVED:


Director, Boone County Resource Management



January 2014

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

I. PERSONNEL

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

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

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

II. EXPENSES AND SUPPLIES

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

III. DRILLING

Location and elevation of borings, two-person crew	140.00/hour
Logging and Stratification of Boring Logs	90.00/hour
Mobilization of equipment and personnel – Truck Drill(3.40/mile each way) \$340.00/minimum	
All-Terrain or Track-mounted Drill.....(4.40/mile each way) 465.00/minimum	
Support Vehicle	90.00/day
Additional charge for sloping, soft ground, or swampy sites where an ATV.....	400.00/day
(non-truck-mounted) drill rig is required.....	1500.00/week
<u>Auger Drill Rig</u>	
Auger drilling without undisturbed sampling	9.75/foot
For disturbed samples	
0 - 40 pulling augers	30.00/sample
40 - 80 pulling augers	40.00/sample
Soil sampling using either split-barrel or Shelby tube sampler at 5-foot intervals in soil.	
<u>Depth-Feet</u>	
0 - 20	13.75/foot
20 - 40	15.00/foot
40 - 60	17.00/foot
60 - 80	20.00/foot
80 – 100.....	22.50/foot
Additional charge for drilling in weathered shale or sandstone	7.00/foot
Additional charge for Hollow Stem Augers (if required)	
0 - 40	4.00/foot
40 - 80	5.00/foot
<u>Rotary Drill Rig</u>	
Soil sampling using either split-barrel sampler or Shelby tube sampler at 5-foot intervals in soil.	
<u>Depth-Feet</u>	
0 - 20	15.00/foot
20 - 40	17.00/foot
40 - 80	20.50/foot
(harder than Qu=5 TSF or 50 blows/ft.)	25.00/foot
80 - 120	27.50/foot
(harder than Qu=5 TSF or 50 blows/ft.).....	32.50/foot
Additional charge for casing or drilling mud, where required.	
<u>Depth Feet</u>	
0 - 40 (Mud or NX Casing)	3.75/foot
(4" Casing)	5.50/foot
40 - 80 (Mud or NX Casing)	5.25/foot
(4" Casing)	7.00/foot
80 - 120 (Mud or NX Casing)	6.00/foot
(4" Casing)	8.50/foot

III. DRILLING (continued)

Drilling with organic fluids (additional) quote on request
 Hot water for wash boring when temperature is below 20⁰ F Cost + 20%

Additional thin wall or split-spoon samples

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

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

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

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

Hourly charge for field personnel and drilling equipment	
Drilling w/truck-mount rig with two persons	195.00/hour
	(Overtime) 220.00/hour
Drilling w/track-mount & ATV rig with two persons	210.00/hour
	(Overtime) 235.00/hour

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

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

Well point installation in drilled borehole, installing plastic plus perforated pipe (3" max size) does not include drilling hole.....	250.00/hole Min. of 9.00/foot
Additional charge for surface protector pipe, cap, and pad.....	Min. of 300.00
Plugging borehole with bentonite chips (max. 8" diameter).....	6.50/foot

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

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

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

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

Location and elevation of test locations	
GPS Lat/Long coordinates (1 to 3M accuracy).....	25.00/location
Conventional layout and elevations, Two-person crew.....	150.00/hour
Set-up Fee	75.00 per location
Hourly charge for operator and equipment*	150.00/hour
*Note: Standby for client delay or difficult access greater than ½ hour per test location	

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

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

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

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

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

V. GEOPROBE SYSTEM

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

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

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

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

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

VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included)

Development, Sampling and Test Equipment

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

Monitoring Equipment

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

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

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

Lead/Asbestos Equipment

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

Cleaning Equipment

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

Supplied Atmosphere - Respiratory Equipment

Positive Pressure Airline Respirator System (per person)	quote on request
--	------------------

VIII. SOIL LABORATORY TESTING

Identification

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

VIII. SOIL LABORATORY TESTING (Continued)

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

Consolidation

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

Shear Strength

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

Triaxial Compression

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

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

Consolidated Undrained Test includes pore pressure measurements.

Compaction and Density

Laboratory CBR	315.00/test
----------------------	-------------

VIII. SOIL LABORATORY TESTING (Continued)

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

Permeability

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

Chemical Tests

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

IX. HEAVY WEIGHT DEFLECTOMETER - PAVEMENT EVALUATION

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

X. ROOFING

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

XI. STRUCTURAL STEEL AND METALS

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

XI. STRUCTURAL STEEL AND METALS (Continued)

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

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

XII. AGGREGATES

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

XIII. ASPHALT

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

XIII. ASPHALT (Continued)

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

XIV. CONCRETE AND MASONRY

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

XIV. CONCRETE AND MASONRY (Continued)

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

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

Concrete

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

Aggregate

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

Riprap, Armorstone, Quarry Run, Etc.

Petrographic Examination	400.00/each
--------------------------------	-------------

Personnel Services

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

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

Geomembrane Tests

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

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

Geomembrane Tests

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

Geotextile, Geonet, Geocomposite Tests

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

Geosynthetic Clay Liner Tests

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

Geosynthetic Performance Evaluation Tests

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



Terracon

Discipline List

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

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

* limited disciplines are testing aspects only
 please call for specific questions.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January 2014, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Trabue, Hansen & Hinshaw, Inc. (herein "Consultant").

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

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

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

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

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

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

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

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

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

TRABUE, HANSEN & HINSHAW, INC.

By



Title

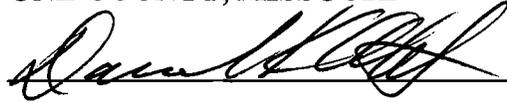
President

Dated:

12/17/13

BOONE COUNTY, MISSOURI

By



Presiding Commissioner

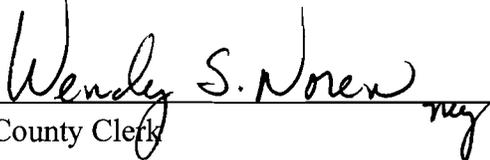
Dated:

1-14-14

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management

RATE SCHEDULE

(effective 1-1-2014)

Professional Services (hourly)

Principal	\$160.00
Engineer 5	\$140.00
Engineer 4	\$120.00
Engineer 3	\$105.00
Engineer 2	\$90.00
Engineer 1	\$75.00
Professional Land Surveyor 2	\$95.00
Professional Land Surveyor 1	\$80.00
Technician 5	\$85.00
Technician 4	\$70.00
Technician 3	\$60.00
Technician 2	\$50.00
Technician 1	\$40.00
Administrative	\$50.00

Expert Testimony

Consultant Services	listed hourly rate
Deposition and Trial	\$225.00

Reimbursable Expenses

Mileage	IRS rate
GPS Equipment	\$30.00 / hour
Large Format Copies (B/W)	\$1.50 / each
Large Format Mylar (B/W)	\$5.50 / each
Xerox Copies (8 1/2 x 11)	\$0.15
Xerox Copies (11 x 17)	\$0.25
Other Reimbursables	cost + 10%
Consultants	cost + 10%



**Trabue, Hansen &
Hinshaw, Inc**

Discipline List

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

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

18-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between Boone County and True North for the purchase of the program service; Shelter for Victims of Domestic Violence, providing emergency shelter and supportive services for victims of domestic violence. The terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 14th day of January, 2014.

ATTEST:

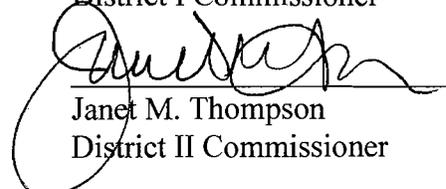
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



City of Columbia



County of Boone

Department of Public Health and Human Services Division of Human Services

To: The Honorable Members of the Boone County Commission
From: Steve Hollis, Human Services Manager
Date: November 22, 2013
RE: 2014 Shelters for Victims of Domestic Violence Contract

Per Commission order 501-2011 which outlines the County policies for the Funding for Shelters for Victims of Domestic Violence, I am recommending the County again contract with True North of Columbia, Inc. in 2014 for domestic violence shelter services. Our office received only one proposal for these services and both the proposal and True North meet the statutory requirements of the funding.

Therefore, enclosed for your consideration, please find three partially executed originals of the agreement between the County of Boone and True North of Columbia, Inc. for the purchase of domestic violence shelter services in 2014. The form and content of contract were approved by the County Counselor.

As always, please do not hesitate to contact me should you have any questions or concerns.

AGREEMENT

THIS AGREEMENT entered into this 14th day of January, 2014, by and between the County of Boone, Missouri, through its County Commission, hereinafter called "County", and True North of Columbia, Inc. hereinafter called "Provider";

WITNESSETH:

WHEREAS, County desires to purchase the following program service:

Shelter for Victims of Domestic Violence

as stated in the proposal, including any revisions, received by and on file with the County, which is hereby incorporated by reference as fully as if herein set forth;

NOW, THEREFORE, it is hereby agreed by and between County and Provider as follows:

I.

Provider agrees to furnish and County agrees to purchase:

Emergency shelter and supportive services for victims of domestic violence.

II.

Provider agrees that the services provided under this Agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2014 proposal on file with the County.

Provider certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Provider agrees to submit to and maintain with the County current versions of the following required documents of the contracted entity: IRS Tax Exempt Status Determination letter; documentation from the Missouri Secretary of State indicating the entity is registered as a corporation in good standing; most recently completed IRS 990 or 990 EZ; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; organizational chart; board of directors roster; if applicable, an ADA plan of accommodation and a transition plan.

IV.

Provider agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

V.

Provider agrees that it is responsible for all funds made available to Provider by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this Agreement.

VI.

This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Provider to any persons or entities without the prior written approval of the County. Any sub-contractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this Agreement.

VII.

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this Agreement. It is the responsibility of the Provider to identify and maintain insurance coverage which shall meet the Provider's obligation to indemnify the County as set out above.

VIII.

Provider agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, age (employment), and familial status (housing).

IX.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Provider agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For agreements in excess of five thousand dollars (\$5,000):

(b) As a condition for the award of this Agreement the Provider shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Provider shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Provider shall require each sub-contractor to affirmatively state in its Agreement with Provider that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each sub-contractor to provide Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.

X.

County agrees to pay Provider the sum of \$29,221.48 (based on the cash balance available in Boone County Domestic Violence Account (Dept. #2030, Acct. # 86900) as of September 30, 2013) as follows:

A. The County will pay 50% of the contracted sum in January, 2014.

B. The County will pay 50% of the contracted sum in July, 2014.

XI.

Provider agrees to submit to the County an annual report, due by March 31, 2015, in the form and the medium proscribed by the County.

XII.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XIII.

This Agreement shall be for a term of one year commencing on January 1, 2014 and ending on December 31, 2014; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the Agreement shall be submitted within thirty (30) days following the effective date of said termination.

XIV.

The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

XV.

There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including sub-contractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.

XVI.

RECORD RETENTION CLAUSE: Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

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

PROVIDER:

BY: [Signature]

ATTEST: [Signature]

BOONE COUNTY, MISSOURI

By:

[Signature]

Commissioner

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 to the credit of such appropriation sufficient to pay therefore.

[Signature] ^{Acct# 2030-86900}
Auditor _{\$29,222} 01/03/14
Date

ATTEST:

[Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

