

56 -2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 11th day of February 20 21

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

Now on this day the County Commission of the County of Boone does hereby approve the Amendment #1 to: 36-13SEP18 – Live Well Boone County with City of Columbia. This Purchase Agreement for the Community Health/Medical Fund dated January 24, 2019, made by and between Boone County, Missouri and The City of Columbia for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2021 and ending on December 31, 2021
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Health Education (LWBF)	1 session/person	\$45.46	900	\$40,914.00
Physical Health Assessment	1 assessment	\$10.81	500	\$5,405.00
Public Awareness/Education	15 minutes	\$14.36	2,680	\$38,484.80
Consultatio	15 minutes	\$29.41	150	\$4,411.50
Best Practices Training	1 individual	\$59.40	150	\$8,910.00
Public Awareness/Education (E-Cigarette Campaign)	\$1.00	\$1.00	14,534.02	\$14,534.02
Public Awareness/Education (E-Cigarette Presentations)	1 individual	\$1.55	2,307	\$3,575.85
Health Education (Cooking Matters)	1 individual	\$18.33	30	\$549.90
<b>Total Renewal Amount</b>	<b>\$116,785.07</b>			

- 3) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

Done this 11<sup>th</sup> day of February 2021.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

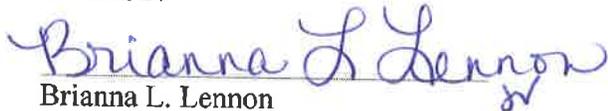
County of Boone

} ea.

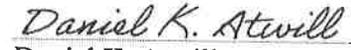
Term. 20

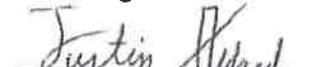
In the County Commission of said county, on the  
the following, among other proceedings, were had, viz:

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

day of 20

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**AGREEMENT FOR PURCHASE OF SERVICES**  
**Contract Amendment Number One**  
**Live Well Boone County**

Now on this day, February 11<sup>th</sup>, 2021, Purchase Agreement **36-13SEP18** for the Community Health/Medical Fund dated January 24, 2019 made by and between Boone County, Missouri and City of Columbia, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2021 and ending on December 31, 2021
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Health Education (LWBF)	1 session/person	\$45.46	900	\$40,914.00
Physical Health Assessment	1 assessment	\$10.81	500	\$5,405.00
Public Awareness/Education	15 minutes	\$14.36	2,680	\$38,484.80
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Public Awareness/Education (E-Cigarette Presentations)	1 individual	\$1.55	2,307	\$3,575.85
Health Education (Cooking Matters)	1 individual	\$18.33	30	\$549.90
<b>Total Renewal Amount</b>				<b>\$116,785.07</b>

3) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

City of Columbia

Boone County, Missouri

By: *John Glascock*  
Signature

By: Boone County Commission

SKB

By: John Glascock, City Manager  
Printed Name

*Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

Approved as to form:  
*[Signature]*  
City Counselor

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
County Counselor

  
\_\_\_\_\_  
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.)

 01/28/2021 2132 / 71106 / \$116,785.07  
Signature Date Appropriation Account

**STATES SELF-INSURERS RISK RETENTION GROUP, INC.**  
**222 South Ninth St Suite 2700**  
**Minneapolis, MN 55402-3332**  
**(612) 766-3000**

**CERTIFICATE OF INSURANCE**

<b>Insured:</b> City of Columbia, MO PO Box 6015 Columbia MO 65205		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy(ies) below. This certificate of insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder.			
<b>IMPORTANT:</b> If the certificate holder is an Additional Insured, the policy(ies) must be endorsed. If Subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
<b>Coverages:</b>  This is to certify that the policy(ies) of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies). Limits shown may have been reduced by paid claims.					
<b>Type of Insurance:</b>	<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Limits</b> Occurrence    Aggregate	
Public Entity Excess Liability including Error or Omission Liability Coverage.	3000030-4	10/1/2020	10/1/2021	\$3,000,000	\$10,000,000
<b>Retroactive Date:</b>	Occurrence Form Policy				
<b>Description of Operations/Locations/Vehicles/Special Terms:</b> Proof of insurance for city departmental activities.					
<b>Certificate Holder:</b>		<b>CANCELLATION:</b> Should the above described policy be cancelled before the expiration date thereof, notice will be delivered according to policy provisions.			
<b>Self-Insured Retention:</b>  \$750,000		<b>Authorized Representative:</b>  _____ Signature			
		9/22/2020 Date			



57-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

11th

day of

February

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the acceptance of the Justice Reinvestment Initiative (JRI) grant awarded to the Boone County 13<sup>th</sup> Judicial Court.

It is further ordered the Presiding Commissioner is hereby authorized to sign said grant award.

Done this 11th day of February 2021.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janel M. Thompson*

Janel M. Thompson  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of

February

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the Strategic Opportunity Contract for the Community Health/Medical Fund dated December 19, 2019 made by and between Boone County, Missouri and Cradle to Career Alliance, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Modify the contract deliverables for the Community Health/Medical Fund as the following:
  - a) C2CA shall publish a report on Boone County community health. In addition, this report must include policy and evidence-based practice recommendations. C2CA shall collaborate with the Boone County Community Services Department on the development and receive approval of the community report card prior to publication.
  - b) C2CA shall collaborate with local stakeholders focused on fair housing, workforce housing, and community planning.
  - c) C2CA shall continue strategic action planning efforts with local stakeholders for college, career readiness, and workforce development.
  - d) C2CA shall maintain ongoing communication with the Boone County Community Services Department throughout the contract.
  
- 2) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

Done this 11<sup>th</sup> day of February 2021.

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

**AGREEMENT FOR PURCHASE OF SERVICES**  
**Contract Amendment Number Two**  
**Cradle to Career Alliance Community Services**

Now on this day, February 11<sup>th</sup>, 2021, Strategic Opportunity Contract for the Community Health/Medical Fund dated December 19, 2019 made by and between Boone County, Missouri and Cradle to Career Alliance, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Modify the contract deliverables for the Community Health/Medical Fund as the following:

<b>CONTRACTOR</b>	Cradle to Career Alliance
<b>SERVICE DESCRIPTION</b>	
<ul style="list-style-type: none"> <li>a) C2CA shall publish a report on Boone County community health. In addition, this report must include policy and evidence-based practice recommendations. C2CA shall collaborate with the Boone County Community Services Department on the development and receive approval of the community report card prior to publication.</li> <li>b) C2CA shall collaborate with local stakeholders focused on fair housing, workforce housing, and community planning.</li> <li>c) C2CA shall continue strategic action planning efforts with local stakeholders for college, career readiness, and workforce development.</li> <li>d) C2CA shall maintain ongoing communication with the Boone County Community Services Department throughout the contract.</li> </ul>	

- 2) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

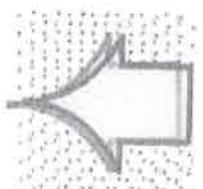
**Cradle to Career Alliance**

**Boone County, Missouri**

By: Boone County Commission

By: [Signature]  
Signature  
By: Cystal Krone  
Printed Name

Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner



**APPROVED AS TO FORM:**

**ATTEST:**

[Signature]  
County Counselor

Brianna L. Leno  
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 Pittsford by 29 01/28/2021 2131 / 71106 / \$75,000.00  
Signature Date Appropriation Account

59-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 11th day of February 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Brighter Beginnings / Promise 1000 Technical Assistance between Boone County and the Children's Mercy Hospital.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Boone County Commissioners are hereby authorized to sign said Agreement.

Done this 11<sup>th</sup> day of February 2021.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner



**AGREEMENT FOR BRIGHTER BEGINNINGS/PROMISE 1000 TECHNICAL ASSISTANCE  
Contract for Services**

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**THIS AGREEMENT** dated the 11th day of February, 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "**County**" and The Children's Mercy Hospital, herein "**Contractor.**"

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

- 1. Purchase.** The County agrees to purchase from the Contractor and the Contractor agrees to furnish technical assistance for the Brighter Beginnings project and collective impact as described in Attachment D – Scope of Work.
- 2. Contract Duration.** This agreement shall commence on the date of the contract execution and extend through June 30, 2021 subject to the provisions for termination specified below.
- 3. Billing and Payment.** The total allowable compensation under this agreement shall not exceed **\$10,000.00** unless compensation for specific identified additional services is authorized and approved by County in writing in advance of rendition of such services for which additional compensation is requested. Payments will be made in three (3) installments, 33% of the contract amount, within 30 days of the execution of the contract, 33% of the contract amount in or around the midpoint of the contract, and 34% of the contracted amount within 30 days of the completing of the contract. An invoice shall be submitted to the County prior to each installment payment. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 4. 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.

5. **Entire Agreement.** The agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
  
6. **Termination.** This agreement may be terminated by the County upon thirty days advance 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 conditions of this agreement, or
  - b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County Commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgement of County, or
  - c. County may terminate this agreement with 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or
  - d. County may terminate this agreement at will by giving at least 30 days prior written notice to the Contractor, or
  - e. If appropriations are not made available and budgeted for any calendar year to fund this agreement.
  
7. **Insurance Requirements.** Contractor shall not commence work under this contract until they have obtained sufficient insurance as required in this section.
  - a. **Worker's Compensation and Employers' Liability Insurance:** Contractor shall maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits.
  - b. **Comprehensive General Liability Insurance:** Contractor shall maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The

amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance upon written request. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- c. **Professional Liability Insurance:** Contractor is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00.
- 8. Indemnification.** To the extent permitted under Missouri law, Contractor agrees to hold harmless, defend and indemnify the County, its directors, agents, and employees from and against all claims to the extent directly resulting from the gross negligence or willful misconduct of **The Children's Mercy Hospital** (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), or anyone directly or indirectly employed by Contractor, or of anyone for whose acts Contractor may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.
- 9. Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Contractor. The County does not recognize any of the Contractor's employees, agents, or volunteers as those of the County.
- 10. 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.
- 11. Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 12. Record Retention Clause.** Contractor shall keep and maintain all records relating to this contract 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.



60 -2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 11th day of February 20 21

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

Now on this day the County Commission of the County of Boone does hereby approve the Annual Consultant Services for the following companies:

- A Civil Group
- Bartlett & West, Inc
- CBB
- Engineering Surveys and Services, LLC
- Midwest Engineering Group, LLC
- Ross & Baruzzini
- Simon and Associates

Done this 11<sup>th</sup> day of February 2021.

ATTEST:

*Brianna L. Lennon*  
 Brianna L. Lennon  
 Clerk of the County Commission

*Daniel K. Atwill*  
 Daniel K. Atwill  
 Presiding Commissioner

*Justin Aldred*  
 Justin Aldred  
 District I Commissioner

*Janet M. Thompson*  
 Janet M. Thompson  
 District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11<sup>th</sup> day of February, 2021, 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, 2021 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2021. 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 [Signature]

Title MANAGING MEMBER

Dated: JAN 15, 2021

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 2.17.2021

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Resource Management

**CERTIFICATION:**

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

[Signature] Auditor by [Signature] Date 2/5/21 2041-71102  
No Encumbrance Required





## A Civil Group

### 2021 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	

Reviewed by: Jan


 A CIVIL GROUP

## FEE SCHEDULE 2021

ENGINEER I	\$ 180 / HOUR
ENGINEER II	\$ 145 / HOUR
ENGINEER III	\$ 135 / HOUR
ENGINEER IV	\$ 125 / HOUR
DESIGNER	\$130 / HOUR
SURVEYOR I	\$ 110 / HOUR
SURVEYOR II	\$ 90 / HOUR
SURVEYOR III	\$ 80 / HOUR
DESIGN TECHNICIAN I	\$ 115 / HOUR
DESIGN TECHNICIAN II	\$ 100 / HOUR
DESIGN TECHNICIAN III	\$ 90 / HOUR
1-MAN FIELD CREW	\$ 135 / HOUR
2-MAN FIELD CREW	\$ 150 / HOUR
CLERICAL	\$65 /HOUR
OUTSIDE COPIES	ACTUAL EXPENSE
<b>OFFICE COPIES</b>	
LARGE COPIES	\$4.00-\$6.00/EACH
BLACK AND WHITE COPIES	\$0.50/EACH
COLOR COPIES	\$1.00/EACH

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11<sup>th</sup> day of February, 2021, 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 Bartlett & West 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, 2021 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2021. 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.

**BARTLETT & WEST INC.**

By   
Bob Gilbert, PE

Title Sr. Vice President / COO

Dated: Jan. 26, 2021

**BOONE COUNTY, MISSOURI**

By 

Presiding Commissioner

Dated: 2.17.2021

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

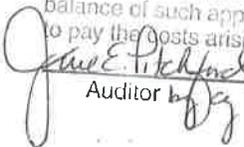
  
County Clerk

APPROVED:

  
Director, Boone County Resource Management

**CERTIFICATION:**

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

 2/5/21 2011-71102  
Auditor by Date

No Encumbrance Required

Company ID Number:571783

Client Company ID Number:1306783

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Bartlett & West Inc	
Name (Please Type or Print) Klm Walker	Title
Signature Electronically Signed	Date May 18, 2018
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Grace Wheeler	Title
Signature Electronically Signed	Date May 18, 2018
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date May 18, 2018

# DISCIPLINE LIST



**Bartlett & West Inc.**

*-2021*

## 2019 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	X
Civil Engineering	X
Construction Management	
Electrical Engineering	X
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	X
Planning	
Structural Engineering	X
Surveying	X
Traffic	X
Transportation	X
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	X
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	X
Photogrammetry	
Telecommunications	X

Reviewed by: *Jm*

**BARTLETT & WEST, INC.**  
**2021 SCHEDULE OF HOURLY CHARGES**  
**Effective January 1, 2021**

Engineer Landscape Architect Architect	XI	\$230.00	Right-of-Way Technician VI	\$125.00
	X	215.00	Right-of-Way Technician V	113.00
	IX	200.00	Right-of-Way Technician IV	103.00
	VIII	188.00	Right-of-Way Technician III	93.00
	VII	175.00	Right-of-Way Technician II	82.00
	VI	160.00	Right-of-Way Technician I	72.00
	V	150.00		
	IV	138.00	GIS Coordinator IX	\$230.00
	III	128.00	GIS Coordinator VIII	215.00
	II	118.00	GIS Coordinator VII	205.00
	I	105.00	GIS Coordinator VI	190.00
Engineering Technician XI	\$190.00	GIS Coordinator V	180.00	
Engineering Technician X	158.00	GIS Coordinator IV	170.00	
Engineering Technician IX	143.00	GIS Coordinator III	155.00	
Engineering Technician VIII	129.00	GIS Coordinator II	140.00	
Engineering Technician VII	117.00	GIS Coordinator I	130.00	
Engineering Technician VI	109.00			
Engineering Technician V	102.00	GIS Developer/DBA V	\$175.00	
Engineering Technician IV	95.00	GIS Developer/DBA IV	160.00	
Engineering Technician III	85.00	GIS Developer/DBA III	150.00	
Engineering Technician II	75.00	GIS Developer/DBA II	140.00	
Engineering Technician I	65.00	GIS Developer/DBA I	130.00	
Surveyor X	\$190.00	GIS Analyst V	\$139.00	
Surveyor IX	175.00	GIS Analyst IV	129.00	
Surveyor VIII	160.00	GIS Analyst III	119.00	
Surveyor VII	142.00	GIS Analyst II	109.00	
Surveyor VI	130.00	GIS Analyst I	99.00	
Surveyor V	117.00			
Surveyor IV	105.00	GIS Technician IV	\$99.00	
Surveyor III	95.00	GIS Technician III	89.00	
Surveyor II	85.00	GIS Technician II	79.00	
Surveyor I	75.00	GIS Technician I	69.00	
Survey Technician VIII	\$135.00	Project Coordinator III	128.00	
Survey Technician VII	120.00	Project Coordinator II	118.00	
Survey Technician VI	105.00	Project Coordinator I	105.00	
Survey Technician V	92.00			
Survey Technician IV	82.00	Systems Analyst	\$170.00	
Survey Technician III	73.00	Systems Administrator	125.00	
Survey Technician II	66.00	Systems Technician	85.00	
Survey Technician I	60.00			
Construction Eng. Tech IX	\$165.00	Administrator VI	\$135.00	
Construction Eng. Tech VIII	150.00	Administrator V	120.00	
Construction Eng. Tech VII	138.00	Administrator IV	103.00	
Construction Eng. Tech VI	128.00	Administrator III	89.00	
Construction Eng. Tech V	118.00	Administrator II	78.00	
Construction Eng. Tech IV	104.00	Administrator I	70.00	
Construction Eng. Tech III	92.00			
Construction Eng. Tech II	82.00	Administrative Technician V	\$77.00	
Construction Eng. Tech I	72.00	Administrative Technician IV	70.00	
		Administrative Technician III	62.00	
		Administrative Technician II	57.00	
		Administrative Technician I	50.00	
Right-of-Way Specialist IV	\$208.00			
Right-of-Way Specialist III	165.00			
Right-of-Way Specialist II	143.00			
Right-of-Way Specialist I	127.00			

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11<sup>th</sup> day of February, 2021, 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, 2021 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2021. 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 Thom A. Harmann

By Donna K. Atwell

Presiding Commissioner

Title President

Dated: 27 January 2021

Dated: 2.17.2021

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Attorney

Brianna L Lennon  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Resource Management

CERTIFICATION:

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

Gene E. Pichard 7/5/21 2041-71102  
Auditor by Date

No Encumbrance Required





## Engineering Surveys and Services LLC

### 2021 Discipline List

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

Discipline	Services Offered	Discipline	Services Offered
Architecture *	<input checked="" type="checkbox"/>	Control System Integration	<input type="checkbox"/>
Bridge Design	<input type="checkbox"/>	Design/Build	<input checked="" type="checkbox"/>
Civil Engineering	<input checked="" type="checkbox"/>	Environmental	<input checked="" type="checkbox"/>
Construction Management	<input checked="" type="checkbox"/>	Forensic	<input type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>	GIS	<input checked="" type="checkbox"/>
Geotechnical Engineering	<input checked="" type="checkbox"/>	Industrial *	<input checked="" type="checkbox"/>
Lab Testing	<input checked="" type="checkbox"/>	Interior Design	<input type="checkbox"/>
Mechanical Engineering	<input type="checkbox"/>	Landscape Architecture *	<input checked="" type="checkbox"/>
Planning **	<input checked="" type="checkbox"/>	Natural Gas	<input type="checkbox"/>
Structural Engineering	<input type="checkbox"/>	Photogrammetry	<input checked="" type="checkbox"/>
Surveying	<input checked="" type="checkbox"/>	Telecommunications	<input type="checkbox"/>
Traffic *	<input checked="" type="checkbox"/>	Water Resources	<input checked="" type="checkbox"/>
Transportation	<input checked="" type="checkbox"/>	Unmanned Aircraft Systems	<input checked="" type="checkbox"/>
Acoustical	<input type="checkbox"/>	3D Scanning & Data Collection	<input checked="" type="checkbox"/>
Building Enclosure Consulting *	<input checked="" type="checkbox"/>		

\* Denotes discipline services not provided directly by ES&S, but where such projects routinely require the services provided by the firm. Therefore, we wish to be on the notification list for such projects.

\*\* Typical planning services include site evaluation & layout, municipal infrastructure, construction materials quality assurance, etc. Not facility needs assessment or space planning.

Reviewed by:    jym     
(review by Boone County staff)

# Engineering Surveys & Services

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

Columbia (573) 449-2646  
Jefferson City (573) 636-3303  
Sedalia (660) 826-8618

ess@ess-inc.com  
www.ess-inc.com

## Hourly Fee Schedule

January 1, 2021

SERVICE OF:	RATE:
Senior Professional Engineer	\$ 150 / hour
Professional Engineer	\$ 130 / hour
Engineer Intern	\$ 90 / hour
Professional Land Surveyor	\$ 130 / hour
Survey Project Manager	\$ 90 / hour
Technician (Survey or CAD)	\$ 68 / hour
Concrete Technician	\$ 55 / hour
Soils Technician	\$ 60 / hour
Special Inspector	\$ 80 / hour
AWS Certified Weld Inspector (Senior)	\$ 115 / hour
AWS Certified Weld Inspector	\$ 85 / hour
Chemist	\$ 70 / hour
Administrative Assistant	\$ 55 / hour
Survey - Stakes	\$ 0.30 / each
Survey - Iron Pins	\$ 3.50 / each
Survey - Fence Posts	\$ 7 / each
Drill Rig and other equipment	By Quote
Large Format Copies	\$ 3.50 / each
Photocopies -	
8 ½" x 11" single-sided, black & white	\$ 0.25 / each
8 ½" x 11" single-sided, color	\$ 0.50 / each
11" x 17" single-sided, black & white	\$ 1.00 / each
Travel	\$ 0.60 / mile
Per Diem	\$ 30 / day
Lodging	Cost

### NOTES:

1. Overtime charges at 1.4 times above rates.
2. Scheduled construction phase services and/or field observations will be charged at a 2-hour minimum.
3. Weekend work will be charged at 2-hour minimum overtime.

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## MATERIALS LABORATORY TESTING FEE SCHEDULE

January 1, 2021

The testing services shown herein represent the majority of tests that can be performed "in-house". Please call our office to discuss services and/or tests that are not shown on this Fee Schedule. We reserve the right to add, delete, or otherwise alter the information contained herein without notice, but will honor commitments previously made.

### Concrete

Cast Specimen	Cylinder - Compressive Strength (6 x 12)	\$ 16.00 / ea.
	Cylinder - Compressive Strength (4 x 8)	\$ 14.50 / ea.
	Concrete Beam - Flexural Strength	\$ 45.00 / ea.
	Mortar Cube - Compressive Strength	\$ 21.00 / ea.
	Grout/Prism - Compressive Strength	\$ 23.00 / ea.
	Cylinder - Compressive Strength Cast by Others	\$ 21.50 / ea.
	Cylinder Held (spare)	\$ 5.00 / ea.
	Cylinder Mold	\$ 2.00 / ea.
	Mix Design (single point)	\$ 750.00 / ea.
	Mix Design (three point)	\$ 1,450.00 / ea.
	Mix Design (single point FAA)	\$ 950.00 / ea.
	Mix Design (three point FAA)	\$ 2,050.00 / ea.
	Chloride Ion Content (ASTM C 1218)	\$ 200.00 / ea.
	Cylinder Pickup Made by Others	\$ Hourly
	Slump, Air, Cylinders	\$ Hourly
Cores	Core Drilling and Testing	\$ Hourly
	Concrete/Asphalt Core Drill	\$ 185.00 / hr.
	Generator	\$ 100.00 / hr.
	Special Handling of Cores or Irregular Size Specimens	\$ 36.00 / ea.

### Asphalt

	Core Density	\$ 40.00 / ea.
	Extraction Test for Oil	\$ 230.00 / ea.
	Sieve Analysis of Extracted Agg. & Extraction Test for Oil	\$ 330.00 / ea.

### Structural Steel

	Structural Weld and Bolt Inspection	\$ Hourly
	Ultra-Sonic Weld Testing Equipment	\$ 175.00 / day
	Magnetic Particles or Dye Penetration	\$ Hourly

Aggregate

Particle Size	Sieve Analysis, dry	\$ 74.00 / ea.
	Sieve Analysis, wet	\$ 83.00 / ea.
	Finer than #200 by Washing	\$ 52.00 / ea.
Weight Properties	Specific Gravity & Absorption	\$ 101.00 / ea.
	Unit Weight	\$ 56.00 / ea.
Impurities	Organic Impurities in Fine Aggregate (colorimetric)	\$ 38.00 / ea.
	Lightweight Pieces (coal & lignite)	\$ 84.00 / ea.
	Clay Lumps & Friable Particles	\$ 56.00 / ea.
	Chert Content of Coarse Aggregate	\$ 125.00 / ea.
	Deleterious Materials	\$ 125.00 / ea.
	Thin or Elongated Pieces in Course Aggregate	\$ 84.00 / ea.
Rock Quality	Soundness by Sodium or Magnesium Sulfate (5 cycles)	\$ 305.00 / ea.
	Freeze-Thaw	\$ 700.00 / ea.
	L.A. Abrasion of Course Aggregate	\$ 200.00 / ea.

Soil

Classification Tests	Moisture Content	\$ 10.00 / ea.
	Particle-Size Analysis, Wet Sieve	\$ 98.00 / ea.
	Particle-Size Analysis, Hydrometer	\$ 84.00 / ea.
	Material finer than #200	\$ 70.00 / ea.
	Specific Gravity	\$ 70.00 / ea.
	Atterberg Limits	\$ 56.00 / ea.
	Shrinkage Limit	\$ 80.00 / ea.
	Dry Density of undisturbed sample	\$ 34.00 / ea.
	Fractional Organic Carbon	\$ 70.00 / ea.
Shear	Unconfined Compression Test (qu)	\$ 53.00 / ea.
	Triaxial (Q), multistage	\$ 350.00 / ea.
Compressibility Tests	Consolidation	\$ 450.00 / ea.
	Swell	\$ 205.00 / ea.
Compaction Tests	Standard Proctor	\$ 140.00 / ea.
	Modified Proctor	\$ 170.00 / ea.
	Field Density Testing	\$ Hourly
	Field Density Testing - Nuclear Meter	\$ 13.00 / hr.
	CBR	\$ 300.00 / ea.
	Flex-Wall Permeability	\$ 320.00 / ea.
	Falling-Head Permeability	\$ 260.00 / ea.
Geotechnical Drilling	Equipment and Crew	\$ Quote
	3" Shelby Tubes	\$ 18.00 / ea.
	Sample Jars	\$ 3.00 / ea.
	Special Sample Preparation	\$ Hourly

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## ANALYTICAL LABORATORY FEE SCHEDULE

January 1, 2021

The testing services shown herein represent the majority of tests that can be performed "in-house". Please call our office to discuss services and/or tests that are not shown on this Fee Schedule. We reserve the right to add, delete, or otherwise alter the information contained herein without notice, but will honor commitments previously made.

### 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)	Hourly

ANALYSIS FOR ELEMENTS & METALS

	Unit Price
Aluminum	\$ 20.00
Antimony (Sb)	\$ 20.00
Ammonia (NH <sub>4</sub> )	\$ 20.00
Arsenic (As)	\$ 20.00
Barium (Ba)	\$ 20.00
Beryllium (Be)	\$ 20.00
Bismuth (Bi)	\$ 20.00
Boron (B)	\$ 25.00
Cadmium (Cd)	\$ 20.00
Calcium (Ca)	\$ 20.00
Carbon, Organic (TOC)	\$ 35.00
Chloride (Cl)	\$ 20.00
Chlorine, Demand	\$ 33.00
Chlorine, Residual	\$ 33.00
Chromium (Cr)	\$ 20.00
Chromium, Hex.(Cr-VI)	\$ 40.00
Cobalt (Co)	\$ 20.00
Copper (Cu)	\$ 20.00
Cyanide (Cn)	\$ 40.00
Cyanide, ATC (Cn)	\$ 40.00
Fluoride (F)	\$ 24.00
Iodine (I)	\$ 23.00
Iron (Fe)	\$ 20.00
Kjeldahl Nitrogen	\$ 33.00
Lead (Pb)	\$ 20.00
Lithium (Li)	\$ 25.00

	Unit Price
Magnesium (Mg)	\$ 20.00
Manganese (Mn)	\$ 20.00
Mercury (Hg)	\$ 35.00
Molybdenum (Mo)	\$ 20.00
Nickel (Ni)	\$ 20.00
Nitrogen (N)	\$ 12.00
Nitrate (NO <sub>3</sub> )	\$ 20.00
Nitrite (NO <sub>2</sub> )	\$ 20.00
Organic Nitrogen	\$ 12.00
Phenols	\$ 63.00
Phosphorous, Total	\$ 24.00
Phosphate, Ortho	\$ 23.00
Potassium (K)	\$ 20.00
Selenium (Se)	\$ 20.00
Silicon (Si)	\$ 19.00
Silver (Ag)	\$ 20.00
Sodium (Na)	\$ 20.00
Sulfate (SO <sub>4</sub> )	\$ 18.00
Sulfide (S)	\$ 25.00
Sulfite (SO <sub>3</sub> )	\$ 18.00
Thallium (Tl)	\$ 20.00
Tin (Sn)	\$ 20.00
Titanium (Ti)	\$ 20.00
Vanadium (V)	\$ 20.00
Zinc (Zn)	\$ 20.00

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.

MRBCA ANALYSIS

**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

Arsenic	Chromium (VI)
Barium	Lead
Cadmium (III)	Selenium Chromium
<b>LEAD ONLY</b>	<b>\$22.50</b>

**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)  
 EPA Method 8270C**

Soil \$97.00      Water \$88.00

TPH-DRO  
 TPH-ORO

**TERRA Core Sampling Kit**

\$14.00 each

ORGANIC ANALYSIS

	Unit Price
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 (Two Hour Minimum Charge.)	Hourly

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11<sup>th</sup> day of February, 2021, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Midwest Engineering Group, LLC (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2021 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2021. 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.

MIDWEST ENGINEERING GROUP, LLC

By *Dustin Bump*

Title *Project Engineer*

Dated: *1/26/2021*

BOONE COUNTY, MISSOURI

By *James H. Atwell*

Presiding Commissioner

Dated: *2.17.2021*

APPROVED AS TO FORM:

*J. Blum*  
County Attorney

ATTEST:

*Brianna L. Lennox Jr*  
County Clerk

APPROVED:

*[Signature]*  
Director, Boone County Resource Management

CERTIFICATION:

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

*James H. Atwell* *2/5/21* *2041-71102*  
Auditor Date

*No Encumbrance Required*

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

County of Boone )  
 )ss  
State of Missouri )

My name is Dustin Berry. I am an authorized agent of Alowest Engineering Group (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

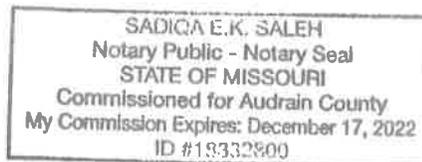
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Dustin Berry                      1/26/21  
Affiant                                      Date

Dustin Berry  
Printed Name

Subscribed and sworn to before me this 26<sup>th</sup> day of January, 2021.

Sadiga E.K. Saleh  
Notary Public



# Discipline List



## Midwest Engineering Group, LLC

### 2021 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	<b>Via Subcontractor</b>
Bridge Design	<b>X</b>
Civil Engineering	<b>X</b>
Construction Management	<b>X</b>
Electrical Engineering	
Geotechnical Engineering	<b>Via Subcontractor</b>
Lab Testing	
Mechanical Engineering	
Planning	<b>X</b>
Structural Engineering	<b>X</b>
Surveying	<b>Via Subcontractor</b>
Traffic	
Transportation	<b>X</b>
Acoustical	
Building Enclosure Consulting	<b>Via Subcontractor</b>
Control System Integration	
Design/Build	<b>X</b>
Environmental	<b>X</b>
Forensic	<b>X</b>
GIS	<b>X</b>
Industrial	<b>X</b>
Interior Design	
Landscape Architecture	
Natural Gas	<b>X</b>
Photogrammetry	
Telecommunications	
Water Resources	<b>X</b>

Reviewed by: *JM*

# Hourly Rate Schedule

## Project or Construction Manager

PM5	\$	160.00
PM4	\$	140.00
PM3	\$	120.00
PM2	\$	100.00
PM1	\$	80.00

## Engineer, Designer, or Planner

E5	\$	170.00
E4	\$	150.00
E3	\$	130.00
E2	\$	110.00
E1	\$	90.00

## Construction Observer or Technician

T6	\$	120.00
T5	\$	110.00
T4	\$	100.00
T3	\$	90.00
T2	\$	80.00
T1	\$	70.00

## Administrative Staff/Clerical

A3	\$	80.00
A2	\$	70.00
A1	\$	60.00

## Passenger Car, Truck Mileage

PMILE      Based on Federal Guidelines

## Survey Crew

S1 (1 man crew)	\$	100.00
S2 (2 man crew)	\$	150.00
S3 (3 man crew)	\$	200.00

## Expenses

EXPENSES      Cost + 10% unless otherwise noted

## Per Diem

PERD      Based on Federal Guidelines Per Location or Agreed to Rate

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11<sup>th</sup> day of February, 2021, 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 & Baruzzini (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, 2021 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2021. 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

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

BOONE COUNTY, MISSOURI

By Michael E. Shea  
Michael E. Shea, AIA

By [Signature]

Presiding Commissioner

Title Senior Vice President

Dated: December 10, 2020

Dated: 2.17.2021

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Attorney

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Resource Management

CERTIFICATION:

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

[Signature] 2/15/21 2041 7/1/02  
Auditor by g Date

No Encumbrance Required





**Ross & Baruzzini**

**2021 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	X
Electrical Engineering	X
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	X
Planning	X
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	X
Control System Integration	X
Design/Build	X
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	X
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	X
Water Resources	

Reviewed by: *jm*  
Michael J. Ross

# Ross & Baruzzini

## STANDARD HOURLY RATES

As of January 1, 2021

Good through December 31, 2021

<i>Classification</i>	<i>Rates</i>
Senior Project Principal	\$295.00
Project Principal	\$265.00
Senior Design Consultant	\$230.00
Senior Project Manager	\$200.00
Design Consultant	\$185.00
Project Manager	\$180.00
Commissioning Authority	\$180.00
Senior Engineer/Architect	\$158.00
Construction Engineer/Architect	\$155.00
Project Engineer/Architect	\$143.00
Engineer	\$138.00
Commissioning Agent	\$128.00
Architect	\$123.00
Senior Designer	\$113.00
Commissioning Field Engineer	\$93.00
Designer	\$92.00
Senior Project Coordinator	\$92.00
Interior Designer	\$77.00
Technician	\$72.00
Project Coordinator	\$68.00

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11<sup>th</sup> day of February 2020, 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, 2021 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2021. 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.

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 *Melissa Sobly*

Title *office manager*

Dated: *1-12-21*

**BOONE COUNTY, MISSOURI**

By *David H. Smith*

Presiding Commissioner

Dated: *2.17.2021*

APPROVED AS TO FORM:

*J. Blaise*  
County Attorney

ATTEST:

*Brianna L. Senos*  
County Clerk *jr*

APPROVED:

*[Signature]*  
Director, Boone County Resource Management

CERTIFICATION:  
I certify that this contract is within the  
purpose of the appropriation to which it is  
to be applied and there is an unencumbered  
balance available for the purpose of the  
payment of the same arising from this contract.

*June E. Pitchford* *7/5/21 2041-71102*  
Account by of Date  
*No Encumbrance Required*



# **SIMON ASSOCIATES, INC.**

■■■■■ ■■■■■ ARCHITECTURE ■■■■■ ■■■■■

## **Fiscal Year 2021 Hourly Fees:**

Architect/Engineer	\$150.00 /hour
Architect Intern/Engineer Intern	\$100.00 /hour
Draftsperson	\$80.00 /hour
Clerical	\$55.00/hour



**SIMON ASSOCIATES, INC**

**ARCHITECTURE**

**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	

*ty*

*ty - Not the kind of planning we are looking for*

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11<sup>th</sup> day of February, 2021, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CBB (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2021 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2021. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CBB

By [Signature]

Title VICE PRESIDENT

Dated: DEC 12, 2020

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 2.17. 2021

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Resource Management

CERTIFICATION:

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

[Signature] Auditor by [Signature] Date 2/5/21 2041-71102

No Encumbrance Required

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

County of ST. LOUIS )  
State of MISSOURI )ss

My name is SRINIVASA R. YANAMANAMANDA. I am an authorized agent of GEORGE L. CRAWFORD & Assoc. Inc dba CBB (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Srinivasa R. Yanamanamanda 02/01/2021  
Affiant Date

SRINIVASA R. YANAMANAMANDA  
Printed Name

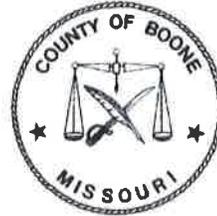
Subscribed and sworn to before me this 1<sup>st</sup> day of February, 2021.

Diane M. Miromonti  
Notary Public

DIANE M. MIROMONTI  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: June 18, 2021  
Commission # 13477607

## BOONE COUNTY DISCIPLINE LIST

The following is a list of CBB's 2021 Services Offered by Discipline to Boone County Resource Management for the 2021 Professional Services Consultant List.



**CBB**

### 2021 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 (TRAFFIC SIGNALS AND ITS)
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	X (TRANSPORTATION)
Structural Engineering	
Surveying	
Traffic	X
Transportation	X
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	

Reviewed by: fm



**2021 FEE SCHEDULE\***  
For Contracted Services

<u>Classification</u>		<u>Hourly Rate</u>
Sr. Principal		\$225.00
Senior Engineer	Level V	\$195.00
Senior Engineer	Level IV	\$190.00
Senior Engineer	Level III	\$185.00
Senior Engineer	Level II	\$180.00
Senior Engineer	Level I	\$175.00
Project Engineer	Level V	\$160.00
Project Engineer	Level IV	\$155.00
Project Engineer	Level III	\$150.00
Project Engineer	Level II	\$145.00
Project Engineer	Level I	\$140.00
Project Planner	Level I	\$140.00
Staff Engineer	Level IV	\$125.00
Staff Engineer	Level III	\$120.00
Staff Engineer	Level II	\$115.00
Staff Engineer	Level I	\$110.00
Staff Planner	Level I	\$110.00
Jr. Engineer		\$95.00
CADD Tech	Level III	\$95.00
CADD Tech	Level I	\$80.00
Construction Inspector		\$90.00
Field Tech	Level II	\$90.00
Field Tech	Level I	\$75.00
Financial Admin.		\$100.00
Marketing Spec.		\$90.00

Other Direct Costs (ODC)

Mileage	IRS Standard Rate/Mile
Special Prints or Plan Sheets	Actual Cost
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

\* Note: Effective January 1, 2021  
 Rates subject to change January 1 of each calendar year.