

77-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 2022

County of Boone

} ea.

In the County Commission of said county, on the 1st day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve Joint Communications request to utilize the HGACBuy Cooperative Contract EC07-20 – 911 Equipment & Emergency Notification Software and Services to purchase the Mindshare Advantage System Package from CSS Mindshare, LLC. The breakdown of costs is attached.

This contract will include four (4) years of software maintenance.

Extended Warranty & Software Maintenance (Factory)	
Year 2 Cost	0
Year 3 Cost	\$2,014
Year 4 Cost	\$2,265
Year 5 Cost	\$2,517

The cost of the initial purchase is \$50,338.00 and will be paid from Department 4103 – ECC Support Services Building, Account 71231 – Owner Costs

Done this 1st day of March 2022.

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

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: March 2, 2022
RE: HGAC Cooperative Contract: EC07-20 – 911 Equipment & Emergency Notification Software and Services

Joint Communications requests permission to utilize the HGACBuy cooperative contract *EC07-20 – 911 Equipment & Emergency Notification Software and Services* to purchase the Mindshare Advantage System Package from CSS Mindshare, LLC.

Qty	Advantage Special Package	Price	Extended
1	Advantage System Package	-	\$29,875
1	100500MAXplus Dispatch Processor	\$5,800	\$5,800
1	Instant Recall Line & Global History Interface	0	0
1	Radio/Phone Master Logger Recorder Interface	0	0
1	22" High Res Non-Touch Screen Monitor	\$450	\$450
2	MS Position Speaker	\$322	\$644
1	Console Desk Microphone	\$580	\$580
1	Mindshare Console Application Seat License	\$5,800	\$5,800
3	Medical Grade Touch Screen Monitor 22"	\$1,245	\$3,735
2	Additional Radio Interface Cards	\$902	\$1,804
	Subtotal		\$48,688
	System Configuration		\$1,250
	Estimated Shipping		\$400
	Total Contract Cost		\$50,338

This contract will also include four (4) years of software maintenance.

Extended Warranty & Software Maintenance (Factory)	
Year 2 Cost	0
Year 3 Cost	\$2,014
Year 4 Cost	\$2,265
Year 5 Cost	\$2,517

Cost of the initial purchase is \$50,338 and will be paid from department 4103 – ECC Support Services Building, account 71231 – Owner Costs

cc: Dave Dunford
Contract File

**PURCHASE AGREEMENT FOR
911 Equipment & Emergency Notification Software and Services**

THIS AGREEMENT dated the 1st day of March 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **CSS Mindshare, LLC** herein "Contractor."

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

- Contract Documents** - This agreement shall consist of this Purchase Agreement for a contract for the furnishing of **911 Equipment & Emergency Notification Software and Services** in compliance with all bid specifications and any addenda issued for the HGACBuy cooperative purchasing program, Proposal No. **EC07-20**, the CSS Mindshare, LLC quote number 201223001, as well as Boone County Standard Terms and Conditions, Boone County Insurance Requirements, and Work Authorization. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the HGACBuy Proposal number **EC07-20** shall prevail and control over the contractor's bid response.
- Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to provide the following advantage package and software maintenance for the Boone County Joint Communication Department at the **ECC Support Building** as follows:

Qty	Advantage Special Package	Price	HGAC Cost
1	Advantage System Package	\$29,875	\$21,808.75
1	100500MAXplus Dispatch Processor	\$5,800	\$4,234
1	Instant Recall Line & Global History Interface	0	0
1	Radio/Phone Master Logger Recorder Interface	0	0
1	22" High Res Non-Touch Screen Monitor	\$450	\$360
2	MS Position Speaker	\$644	\$470.12
1	Console Desk Microphone	\$580	\$423.40
1	Mindshare Console Application Seat License	\$5,800	\$4,234
3	Medical Grade Touch Screen Monitor 22"	\$4,725	\$3,780
2	Additional Radio Interface Cards	\$1,804	\$1,316.92
	Subtotal		\$36,627.19
	System Configuration		\$1,460
	Estimated Shipping		\$0
	Total Contract Cost		\$38,087.19

Extended Warranty & Software Maintenance (Factory)	
Year 2 Cost	\$1,823
Year 3 Cost	\$2,083
Year 4 Cost	\$2,344

- Contract Duration** - This agreement shall commence on **February 1, 2022 and extend through December 31, 2022** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Joint Communications and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt. Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **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.

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

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

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

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

CSS MINDSHARE, LLC

By DocuSigned by:
Jack Hines
FA9367DA9C72440
Title General Manager

BOONE COUNTY, MISSOURI

By: Boone County Commission
DocuSigned by:
Daniel K. Atwill
Presiding Commissioner
BA4B937CED6E4EB...

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
County Counselor

ATTEST:

DocuSigned by:
Brianna Lennon
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.)

DocuSigned by: <u>[Signature]</u> Signature	2/22/2022 Date	4103 / 71231 / \$38,087.19 Appropriation Accounts
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78-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2022

In the County Commission of said county, on the 1st day of March 20 22

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 annual consultant service agreements with Malicoat-Winslow Engineers, P.C. and Thouvenot, Wade & Moerchen, Inc.

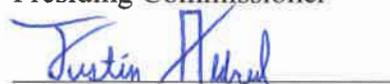
Terms of the agreement are stipulated in the attached agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

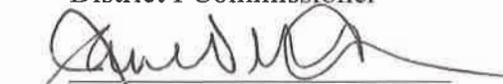
Done this 1st day of March 2022.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 13th day of March, 2022, 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 Malicoat-Winslow Engineers, P.C. (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, 2022 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2022. 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

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

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

MALICOAT-WINSLOW ENGINEERS, P.C.

BOONE COUNTY, MISSOURI

By Fred Malicoat

By Daniel K. [Signature]

Presiding Commissioner

Title PRESIDENT

Dated: 2-1-22

Dated: 3.1.2022

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

Brianna L. Lennonji
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.

Jim E. Fitchford 3/22/22
Auditor by off Date
No Encumbrance Required



**Mallicoat-Winslow Engineers,
P.C.**

2021-2022
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	X
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	X
Planning	
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	X
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	

Reviewed by: *JM*

MALICOAT-WINSLOW ENGINEERS, P.C.
MECHANICAL AND ELECTRICAL ENGINEERS

5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E
email: fredm@mwengrs.com

Phone: 573-875-1300
Fax: 573-875-1305

HOURLY RATES

PRINCIPAL ENGINEER Freddie Malicoat	\$150/hr
PROFESSIONAL ENGINEER Ethan Rinacke James Allen	\$135/hr
ENGINEER-IN-TRAINING Jared Richardson	\$105/hr
CADD TECHNICIAN Zachary Marty Thomas Kleeschulte	\$85/hr
CLERICAL Erin Pratt	\$80/hr

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 13th day of March, 2021/2022, 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 Thouvenot, Wade & Moerchen, 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, 2022 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2022. 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.

THOUVENOT, WADE & MOERCHEN, INC

BOONE COUNTY, MISSOURI

By *Robert J. DeLuca*

By *David [Signature]*

Presiding Commissioner

Title PRESIDENT

Dated: 01/25/2022

Dated: 3.1.2022

APPROVED AS TO FORM:

ATTEST:

J. [Signature]
County Attorney

Brianne 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.

June E. Fitchford 4/22/22
Auditor by *afj* Date

No Encumbrance Required



**Thouvenot, Wade &
Moerchen, Inc**

2022 Discipline List

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

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

Reviewed by: jm



THOUVENOT, WADE & MOERCHEN, INC.
SCHEDULE OF FEES

Principal	\$207.00
Senior Engineer	\$180.00
Senior Project Manager	\$180.00
Project Engineer V	\$176.00
Project Engineer IV	\$171.00
Project Engineer III	\$147.00
Project Engineer II	\$139.00
Project Engineer I	\$133.00
Project Manager IV	\$170.00
Project Manager III	\$155.00
Project Manager II	\$138.00
Project Manager I	\$123.00
Senior Structural Engineer	\$180.00
Structural Engineer V	\$178.00
Structural Engineer IV	\$171.00
Structural Engineer III	\$163.00
Structural Engineer II	\$152.00
Structural Engineer I	\$142.00
Survey Crew (3 person crew)	\$252.00
Survey Crew (2 person crew)	\$196.00
Survey Crew (2 person crew w/Robotics or GPS)	\$208.00
Survey Crew (1 person w/Robotics or GPS)	\$149.00
Survey Crew (2 person w/3D Scanner)	\$266.00
Survey Crew (1 person w/3D Scanner)	\$207.00
Engineer II	\$113.00
Engineer I	\$106.00
Surveyor V	\$170.00
Surveyor IV	\$155.00
Surveyor III	\$138.00
Surveyor II	\$121.00
Surveyor I	\$107.00
Construction Observation (Non-Professional Engineer)	\$117.00
3D Scanning Technician	\$150.00
Technician V	\$104.00
Technician IV	\$94.00
Technician III	\$86.00
Technician II	\$82.00
Technician I	\$74.00
Jr. Technician	\$52.00
Senior Electrical Designer	\$132.00
Senior Transportation Designer	\$131.00
IT Manager	\$137.00
Systems Administrator	\$118.00
Cad Manager	\$118.00
Cad Designer III	\$109.00
Cad Designer II	\$102.00
Cad Designer I	\$83.00
Accountant III	\$123.00
Accountant II	\$103.00
Accountant I	\$89.00
Word Processing	\$78.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$209.00
Live Sewer Testing	\$269.00
Mandrel Testing 2 Technicians w/ Equipment	\$193.00
Live Sewer Testing	\$253.00
Video Testing 1 Technician w/ Equipment	\$224.00
2 Technicians w/Equipment	\$306.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$76.00
Travel (Non local) per Mile at current GSA rate.	