

KM-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 5th day of April 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 Contract 03-13APR17 - ERP System Selection Project, which was approved by Commission for award to CentralSquare Technologies, LLC on July 25, 2019 commission order 308-2019.

This Amendment is for the following:

Adds consulting, development, management, and technical services for \$138,960.

Adds IntelliTime custom programming hours – 60 days for \$7,500.

Adds (2) time clocks software, hardware and service for \$7,946 with annual maintenance at \$396.

Renews the following maintenance for the period 1/1/22 - 12/31/22:

Citizen Engagement SaaS Annual Subscription Fee: \$8,140.93

Fusion Proprietary Annual Subscription Fee: \$3,803.44

The following maintenance and support fees will not be paid until we go-live in 2022:

Certent Disclosure Management (DM): Base Bundle Annual Maintenance: \$6,000.00

ONESolution Financial Enterprise Core Annual Maintenance Fee: \$7,744.00

ONESolution Foundation Annual Maintenance Fee: \$1,824.00

ONESolution Human Resources/Payroll Annual Maintenance Fee: \$21,820.00

ONESolution Financials Annual Maintenance Fee: \$42,500.00

Invoices will be paid from the following accounts:

- Dept. 1172 - GF IT Hardware & Software, Account 70050 – Software Service Contract / \$91,832.37
- Dept. 1172 - GF IT Hardware & Software, Account 91301 – Computer Hardware / \$5,558.00
- Dept. 1172 - GF IT Hardware & Software, Account 92302 – Replacement Computer Software / \$148,848.00
- Dept. 1172 - GF IT Hardware & Software, Account 60051 – IT Equipment Service Contract/ \$396.00

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STATE OF MISSOURI }
County of Boone } ca.

Term. 20

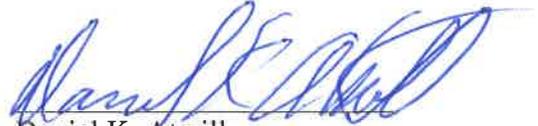
In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

day of 20

Done this 5th day of April 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

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: March 22, 2022
RE: Amendment #3: 03-13APR17 - ERP System Selection Project

Contract 03-13APR17 - ERP System Selection Project was approved by commission for award to CentralSquare Technologies, LLC on July 25, 2019 commission order 308-2019.

This amendment is for the following:

Adds consulting, development, management, and technical services for \$138,960.

Adds IntelliTime custom programming hours – 60 days for \$7,500.

Adds (2) time clocks software, hardware and service for \$7,946 with annual maintenance at \$396.

Renews the following maintenance for the period 1/1/22 - 12/31/22:
Citizen Engagement SaaS Annual Subscription Fee: \$8,140.93

Fusion Proprietary Annual Subscription Fee: \$3,803.44

The following maintenance and support fees will not be paid until we go-live in 2022:

Certent Disclosure Management (DM): Base Bundle Annual Maintenance: \$6,000.00

ONESolution Financial Enterprise Core Annual Maintenance Fee: \$7,744.00

ONESolution Foundation Annual Maintenance Fee: \$1,824.00

ONESolution Human Resources/Payroll Annual Maintenance Fee: \$21,820.00

ONESolution Financials Annual Maintenance Fee: \$42,500.00

Information Technology processed a Budget Revision to pay for the time clocks. There is sufficient budget to cover the purchase across the accounts for the rest of items/service. Invoices will be paid from the following accounts:

Dept. 1172 - GF IT Hardware & Software, Account 70050 – Software Service Contract /
\$91,832.37

Dept. 1172 - GF IT Hardware & Software, Account 91301 – Computer Hardware / \$5,558.00

Dept. 1172 - GF IT Hardware & Software, Account 92302 – Replacement Computer Software /
\$148,848.00

Dept. 1172 - GF IT Hardware & Software, Account 60051 – IT Equipment Service Contract/
\$396.00

cc: Aron Gish, Julia Lutz, Kari Hoehne / IT
Contract File

Commission Order #: 147-2022
 Date: 4/5/2022

**CONTRACT AMENDMENT NUMBER THREE
 FOR
 ERP SYSTEM SELECTION PROJECT**

The Purchase Agreement for ERP System Selection Project (the "Agreement") **03-13APR17** dated the 25th day of July 2019 made by and between Boone County, Missouri and **Superior, LLC, n/k/a CentralSquare Technologies, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD Services per quote # Q-75004 as follows:

Public Administration Consulting Services – As Incurred-Core Finance Consulting:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Consulting Services – As Incurred-HRPY Consulting:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Development Services – As Incurred-Report Development:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Development Services – As Incurred-Workflow Development:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Project Management Services – As Incurred:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Technical Services – Fixed Fee – After Hours Hot Fixes:	\$9,360.00
Includes (4)	
Services Total	\$138,960.00

2. ADD IntelliTime Custom Programming Hours – 60 Days per quote # Q-79336: \$7,500.00

3. ADD Time Clocks and Service per quote # Q-84640:

Software:

IntelliTime Time Clock Interface	2 @ \$224	\$448.00
Application – Per Time Clock License Fee		

Service:

IntelliTime System Installation and Provisioning	\$1,550.00
Public Administration Project Management Services – Fixed Fee	\$390.00

Hardware:

IntelliTime TouchTime III TimeClock 10.1"	2 @ \$2,729.00	\$5,458.00
Touchscm 1280x800 Proximity Reader		

Shipping and Handling	\$100.00
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Sub-Total \$7,946.00

Maintenance: Year 1 \$396.00

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.)

1172-70050/\$91,832.37;1172-91301/\$5,558;
1172-92302/\$148,848; 1172-60051/\$396

DocuSigned by:

E0D08ADB164244D

3/25/2022

Signature

Date

Appropriation Account

148-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 5th day of April 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 Amendment #2 to Contract EC07-14 with Rave Mobile Safety for Annual Maintenance for Rave Alert Public Safety for the Boone County IT Department, that was awarded March 22, 2016 (Commission Order 141-2016) adds the purchase of the subscription to "Additional Rave SMS to opt-in for Public Safety." The Amendment also references the new contract number for the contract in the Finance Enterprise System, C000366.

All other terms, conditions, including pricing of the original agreement as previously amended remain unchanged.

Payment will be paid from the following Department 2708, 911/EM IT Hardware & Software/Account 91302, Computer Software - \$2,500.00

Done this 5th day of April 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

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: March 22, 2022
RE: Amendment #2 to Contract EC07-14 – Annual Maintenance for Rave Alert
Public Safety

Amendment #2 to contract EC07-14 with Rave Mobile Safety for Annual Maintenance for Rave Alert Public Safety for the Boone County IT Department that was awarded March 22, 2016 (Commission Order 141-2016) adds the purchase of the subscription to “Additional Rave SMS to opt-in for Public Safety.” The amendment also references the new contract number for the contract in the Finance Enterprise System, C000366.

All other terms, conditions, including pricing of the original agreement as previously amended remain unchanged.

Payment will be paid from the following Department 2708, 911/EM IT Hardware & Software/Account 91302, Computer Software - \$2,500.00

/lp

cc: Aron Gish, Director, IT
Contract File

Commission Order #: 148-2022

Date: 04.05.2022

**CONTRACT AMENDMENT NUMBER TWO
PURCHASE AGREEMENT FOR
EC07-14 (FINANCE ENTERPRISE CONTRACT # C000366) - ANNUAL MAINTENANCE FOR RAVE
ALERT FOR PUBLIC SAFETY**

The Purchase Agreement dated March 22, 2016 made by and between Boone County, Missouri and Rave Mobile Safety for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

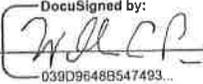
1. **ADD** subscription for "Additional Rave SMS to Opt-in for Public Safety" as described in the attached Order # Q-03798-1 (attached hereto and incorporated into the contract as Attachment One – Contract Amendment Two." The subscription shall be for 48-months to begin 03/01/2022 through 02/28/2026. A total of five (5) subscriptions shall be provided for the identified subscription term for a total annual license fee of \$2,500.00.
2. The Boone County contract number is being **REVISED** from "EC07-14" to **C000366**.
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.

RAVE MOBILE SAFETY

BOONE COUNTY, MISSOURI

by: Boone County Commission

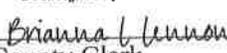
by 
DocuSigned by:
039D9648B547493...
 title CFO


DocuSigned by:
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

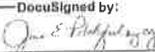

DocuSigned by:
County Counselor


DocuSigned by:
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.)

2708/91302: \$2,500.00


DocuSigned by:
Signature 64244D...

3/28/2022

Date

Appropriation Account

Attachment One - Contract Amendment #2



M O B I L E S A F E T Y

492 Old Connecticut Path
 Framingham, Massachusetts 01701
 Phone: (508) 532-8953
 Email:

Customer Acceptance Form

Order #: Q-03798-1
Date: 3/3/2022 10:29 AM
Expires On: 4/1/2022

Ship To
 Boone County, MO ("Customer")
 Beth Boos
 Boone County, MO
 Information Technology
 801 E Walnut Room 220
 Columbia, Missouri 65201
 United States
 +1 573-874-7400
 bboos@boonecountymmo.org

Bill To
 Boone County, MO
 Information Technology
 801 E Walnut Room 220
 Columbia, Missouri 65201
 United States

SALESPERSON	EMAIL	PAYMENT METHOD
Nicholas Tavaglione	ntavaglione@ravemobilesafety.com	Net 30

INITIAL LICENSE TERM:	3/1/2022 through 2/28/2026
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Annual License Fees

Product Description	Unit	Qty	Annual License Fee
Additional Rave SMS to Opt-in for Public Safety		5	USD 2,500.00
Annual License Fees TOTAL:			USD 2,500.00

TOTAL FEES:

	# of Months	Cost Per Year	Total Contract
Annual Fees:	48	USD 2,500.00	USD 9,999.99
One-Time Fees (Set Up & Integration):			USD 0.00
Total Fees:			USD 9,999.99

Fees Payable Net 30:	USD 2,500.00
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ACCEPTANCE

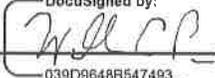
Please sign and date this Customer Acceptance Form to indicate your acceptance of this proposal as an authorized representative of Customer. Payment will be due 30 days from the date Customer signs this Customer Acceptance Form. If Customer's internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave. This Customer Acceptance Form is governed by the Terms of Service found at <https://www.getrave.com/terms-of-service/current.pdf>. Any requested changes to the terms by

Customer will impact price proposal above. The effective date of this Customer Acceptance Form will be the date of last execution as set forth in the signature block below ("Effective Date")

AGREED AND ACCEPTED:

Rave Mobile Safety

Signature:

DocuSigned by:

039D9648B547493...

Date:

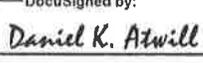
3/28/2022

Name (Print):

Title:

Boone County, MO

Signature:

DocuSigned by:

BA4B934CED6E4EB...

Date:

3/28/2022

Name (Print):

Title:

Billing Contact

Information

First Name:

Last Name:

Email:

Phone:

Please sign and email to Nicholas Tavaglione at ntavaglione@ravemobilesafety.com

THANK YOU FOR YOUR BUSINESS!

149-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 5th day of April 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 Amendment #1 to Contract 52-03DEC19 with Southern Uniform & Equipment for Ballistic/Stab Resistant Body Armor that was awarded December 31, 2019 (Commission Order 552-2019) and assigns the Contract from Southern Uniform & Equipment to Southern Uniform & Tactical, Inc. The amendment also cites the new Finance Enterprise contract number, C000291.

All other terms, conditions, including pricing of the original agreement remain unchanged. As an assignment of contract, this amendment does not obligate the County for a specific expenditure. This is a Term & Supply contract. Payments will be made using the following:

Department 1255 - GF Detention Operations Account 23300 - Uniforms: \$33,648.00 budgeted

Department 2902 - LEST Detention Operations Account 23300 - Uniforms: \$2,950.00 budgeted

Done this 5th day of April 2022.

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: March 17, 2022
RE: Amendment #1 to Contract 52-03DEC19 – Ballistic/Stab Resistant Body
Armor-Term & Supply

Amendment #1 to contract 52-03DEC19 with Southern Uniform & Equipment for Ballistic/Stab Resistant Body Armor that was awarded December 31, 2019 (Commission Order 552-2019) assigns the contract from Southern Uniform & Equipment to Southern Uniform & Tactical, Inc.

The amendment also cites the new Finance Enterprise contract number, C000291.

All other terms, conditions, including pricing of the original agreement remain unchanged.

As an assignment of contract, this amendment does not obligate the County for a specific expenditure. This is a Term & Supply contract. Payments will be made using this coding:

- 1255 – GF Detention Operations/23300 - Uniforms: \$33,648.00 budgeted
- 2902 – LEST Detention Operations/23300 – Uniforms: \$2,950.00 budgeted

/lp

cc: Contract File

Commission Order #: 149-2022

Date: 04.05.2022

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
52-03DEC19 (FINANCE ENTERPRISE CONTRACT # C000291) – BALLISTIC/STAB RESISTANT
BODY ARMOR – TERM & SUPPLY**

The Purchase Agreement dated December 31, 2019 made by and between Boone County, Missouri and Southern Uniform & Tactical, Inc. (formerly Southern Uniform & Equipment) for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. The contract is hereby assigned from Southern Uniform & Equipment to Southern Uniform & Tactical, Inc. pursuant to the attached Agreement and Consent to Assignment of Contract 52-03DEC19 for Ballistic/Stab Combo Resistant Body Armor – Term & Supply.

2. **ADD** the following items pursuant to the attached Quote dated 3/09/22 (**Attachment One – Contract Amendment One**).

4.10.3: Guardian Zip-Front Exterior Carrier, Silver Tan
Product Code PBA-GDF_OOBOJ-TNS-MTM – Guardian gen 3C: \$237.99/Each

4.10.4: Molle Double Cuff Holder for Guardian Carrier, Silver Tan
Product Code PBA-PCHRDOAC0J-TNS-EA -Radio Carrier: \$25.99/Each

4.10.5: Molle Radio Carrier for Guardian Carrier, Silver Tan
Product Code PBA-PCHHCOAC0J-TNS-EA -Double Cuff Case: \$15.99/Each

4.10.6: Molle Double Mag Holder for Guardian Carrier, Silver Tan
Product Code PBA-PCHMPOAC0J-TNS-EA -Dbl Stacked Glock Mag Case: \$26.99/Each

4.10.7: Molle Open Top Flashlight Holder for Guardian, Silver Tan
Product Code PBA-PCHFL1AC0J-TNS-EA – Open Top Flashlight Holder: \$26.99/Each

3. The Boone County contract number is being **REVISED** from “52-03DEC19” to **C000291**.

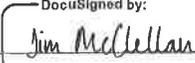
4. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

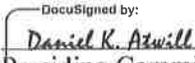
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

SOUTHERN UNIFORM & TACTICAL, INC.

BOONE COUNTY, MISSOURI

by: Boone County Commission

by 
C12D9BC2650E47E...


Residing Commissioner

title Manager

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
County Counselor

DocuSigned by:
Brianna L. Linnon
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.)

Fund/Account: 1255/23300 \$33,648.00; 2902/23300 \$2,950.00

DocuSigned by:
[Signature]
Signature

3/24/2022
Date

Appropriation Account

Southern Uniform & Equipment
 Po Box 433
 2030 W. Fairview Ave
 Carthage, MO 64836
 (417)358-7811
 www.southernuniform.com

Quote

Account No.	Date	Ref No.
806	3/09/22	130512

Sold To

Boone County Sheriff (EM)
 2121 County Drive
 Columbia, MO 65202

Ship To

Boone County Sheriff (EM)
 Attn Jenny Atwell
 2121 County Drive
 Columbia, MO 65202

Clerk	Time	Station	PO Number	Ship Via	Est Delivery	Order Ref No.
Jim	6:01PM	19				
Item	Description	Qty	Ship	Price	Extended	
00688084	PBA-GDF_OO0BOJ-TNS-MTM * Silver Tan * GUARDIAN gen3 C List Price \$332.00 Discount \$94.01 GUARDIAN ZIP FRONT EXTERIOR CARRIER	1	0	237.99 m	237.99	
00535971	PBA-PCHRDOAC0J-TNS-EA * Silver Tan * Radio Carrier List Price \$33.50 Discount \$7.51 MOLLE RADIO CARRIER FOR GUARDIAN	1	0	25.99 m	25.99	
00565209	PBA-PCHHCOAC0J-TNS-EA * Silver Tan * Double Cuff Case List Price \$21.00 Discount \$5.01 MOLLE DOUBLE CUFF HOLDER FOR GUARDIAN CARRIER	1	0	15.99 m	15.99	
00565210	PBA-PCHMPOAC0J-TNS-EA * Silver Tan * Db1 Stacked Glock Mag Cas List Price \$34.50 Discount \$7.51 MOLLE DOUBLE MAG HOLDER FOR GUARDIAN CARRIER	1	0	26.99 m	26.99	
00586497	PBA-PCHFL1AC0J-TNS-EA * Silver Tan * Open Top Flashlight Pouch List Price \$39.00 Discount \$12.01 MOLLE OPEN TOP FLASHLIGHT HOLDER FOR GUARDIAN CARRIER	1	0	26.99 m	26.99	
Total Qty		5	0			

You Saved 126.05	Freight	0.00
	Sub Total	333.95
	Tax 5.60%	0.00
	Total	333.95
	Received	0.00
	Balance	333.95

Quotes are good for 30 days

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

5th

day of

April

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 Request for Bid 05-03MAR22 – Culvert Improvement – Woodie Proctor Rd., which opened on March 3, 2022. Seven bid responses were received.

Resource Management recommends award to CL Richardson Construction Co., Inc.

Cost of the Contract is \$123,964.00. There will be a 10% contingency of \$12,396.40 added for a Purchase Order total of \$136,360.40, which will be paid from Department 2041 – R&B RM Road Infrastructure Rehab and Preservation, Account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$200,000.

Attached is the bid tabulation for your review.

Done this 5th day of April 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

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson, Buyer
DATE: April 5, 2022
RE: Acknowledgement of Bid Responses: *05-03MAR22 – Culvert Improvement – Woodie Proctor Rd.*

Request for Bid *05-03MAR22 – Culvert Improvement – Woodie Proctor Rd.* opened on March 3, 2022. Seven bid responses were received.

Resource Management recommends award to CL Richardson Construction Co., Inc.

Cost of the contract is \$123,964.00. There will be a 10% contingency of \$12,396.40 added for a Purchase Order total of \$136,360.40, which will be paid from department 2041 – R&B RM Road Infrastructure Rehab and Preservation, account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$200,000.

Attached is the bid tabulation for your review.

ATT: Bid Tab

cc: Bid File

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **CL Richardson Construction Co., Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 05-03MAR22- Culvert Improvement – Woodie Proctor Rd.

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

<u>Description</u>	<u>Price</u>
05-03MAR22 - Culvert Improvement – Woodie Proctor Rd	\$123,964.00
TOTAL	\$123,964.00

The contract award for Boone County's **Culvert Improvement - Woodie Proctor Rd.** is to be in the amount of **One Hundred Twenty-Three Thousand Nine Hundred Sixty-Four Dollars and Zero Cents.**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

Notice to Bidders
 Bid Form
 Instructions to Bidders
 Bid Response
 Individual Bidder Certification
 Certification Regarding Debarment
 Work Authorization Certification
 Statement of Bidders Qualifications
 Anti-Collusion Statement
 Signature and Identity of Bidder
 Bidders Acknowledgment
 Insurance Requirements
 Contract Conditions
 Sample Contract Agreement
 Sample Performance Bond,
 Sample Labor & Material Payment Bond
 Affidavit - OSHA Requirements
 Affidavit - Prevailing Wage
 Contractor's Affidavit Regarding Settlement of Claims
 General Specifications

Technical Specifications
Special Provisions / Project Notes
State Wage Rates-Annual Wage Order #28
Boone County Standard Terms and Conditions
Project Plans and/or Details
Notice to Proceed
Boone County Roadway Regulations Chapter II
MODOT Standard Specifications for Highway Construction Current Edition
US Army COE Nationwide Permit Conditions

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications**. When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment;

Commission Order # _____

therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

Commission Order # _____

The Owner agrees to pay the Contractor in the amount: **\$123,964.00.**

One Hundred Twenty-Three Thousand, Nine Hundred Sixty-Four Dollars (\$123,964.00)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 4/5/2022
at Columbia, Missouri. (Date)

CL RICHARDSON CONSTRUCTION CO

BOONE COUNTY, MISSOURI

DocuSigned by:
By Dave Richardson
AE9927FCB219441...

By: Boone County Commission

Title president

DocuSigned by:
Daniel K. Atwill
8A4B994CE0DE4EB...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
County Counselor

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 the contract do not create a measurable county obligation at this time.)

DocuSigned by: <u>[Signature]</u> Signature	3/29/2022 Date	2041 / 71202 - \$123,964.00 Appropriation Account
---	-------------------	---

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the 5th day of April 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 award of Contract number C000390. The Purchasing Department requests approval of Single Feasible Source 162-123122SS and Contract C000390 that results and is being established on behalf of the Boone County Sheriff's Office.

The single feasible source has been advertised in both the Missouriian and the Columbia Tribune. No other vendors have come forth to indicate that they are able to provide it.

This is a one-time acquisition of equipment that carries a two-year manufacturer's warranty.

Payments will be paid from the following fund/account:

- Fund 2530 – Justice Assistance Grant FYX0/Account 91300 – Machinery & Equipment: \$13,689.99

Done this 5th day of April 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

Janel M. Thompson

Janel M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Sheriff's Office
Person Requesting	Major Gary German
Date Requested	03/03/2022
Contact Phone Number	875-1111 X: 6201

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

Signature

Date

SOLE SOURCE NUMBER:

162-123122SS

(Assigned by Purchasing)

COMMISSION APPROVAL:

Signature

Date

Expiration Date: _____

One Time Purchase (check)

Vendor Name	Crime Point, Inc.
Vendor Address	4682 Calle Bolero, Suite A Camarillo, CA 93012
Vendor Phone and Fax	888-484-9901 FAX: 805-388-3374
Product Description	Hermit Camera System including the camera, software, transformer disconnect box, vehicle interior mounting platform, battery kit, and customized windows.
Estimated Cost	\$13,839.99
Department/Account #s) / Amt. Budgeted	2530/91300

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

Other - List (attach additional sheets if necessary)

-
2. Briefly describe the commodity/material you are requesting and its function.
 - *Crime Point is the manufacturer and sole source for the Hermit Camera System*
 3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
 - *The unique features of the Hermit Camera System make it suitable for law enforcement surveillance.*
 4. What research has been done to verify this vendor as the only known source?
 - *See attached Sole Source Justification Letter from Crime Point*
 - *Advertised in both the Missourian and Columbia Tribune – no vendors have responded*
 5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
 6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
 - *Not to my knowledge.*
 7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
 - *Unknown*
 8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
 - *NA*
 9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.
 - *NA*
 10. What are the consequences of not securing this specific commodity/material?
 - *Inhibits the Sheriff's Office from conducting more comprehensive surveillance specific to some crimes under investigation*
 11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
 - *See attached Sole Source Justification Letter from Crime Point*
 12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
 - *One-time*

**PURCHASE AGREEMENT
FOR
CRIME POINT HERMIT CAMERA SYSTEM**

THIS AGREEMENT dated the 5th day of April 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Crime Point, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement for the Hermit Camera System shall be numbered **162-123122SS** and incorporate Crime Point estimate number 21194 dated February 01, 2022 and estimate number 22343 dated February 01, 2022 (**Attachment One**) and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with quote response may be permanently maintained in the County Purchasing Office bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County's Standard Terms and Conditions shall prevail and control over the vendor's quote response. All transactions under the Purchase Agreement must reference the contract number referenced above.

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

Quote 21194:

Qty	Item #	Description	Unit Price	Total
1	MD-HC-LL-RP	Transformer HD Modular Low Light With Periphereye, NVR	\$12,199.99	\$12,199.00
1	MD-DB-S-IN	Transformer Disconnect Box with Magnetic labels	No Charge	\$0.00
1	MD-VMP	Vehicle Interior Mounting Platform	\$650.00	\$650.00
1	MD-CPD	Transformer Commercial Product Disguise without battery	\$350.00	\$350.00
1	ACC-Ext 2TB	External Hard Drive 2TB	\$85.99	\$85.99
1	MD-DB-PMK	Transformer Pole Mounting Kit	\$150.00	\$150.00
1	Custom	3 acrylic windows 1.6 X 2.2" 2 tinted, 1 clear	No Charge	\$0.00
1	***	Shipping	\$150.00	\$150.00

Sub Total	\$13,584.00
Discount	\$650.00
Grand Total	\$12,934.99

Quote 22343:

Qty	Item #	Description	Unit Price	Total
1	LiFEPO-50	LiFEPO4 50-amp battery	\$570.00	\$570.00
1	LiFEPO-BC	LiFEPO4 20-amp battery charger	\$135.00	\$135.00
1	***	Shipping	\$50.00	\$50.00

Sub Total	\$905.00
Discount	NA
Grand Total	\$755.00

3. **Billing and Payment** - All billing shall be invoiced to the **Boone County Sheriff's Office**. Billings may only include the prices listed in the vendor's quote response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Warranty** - A two-year manufacturer warranty shall be provided as stated in the attached Warranty statement incorporated into the contract by reference.

5. **Delivery** - All delivery shall be coordinated with the Boone County Sheriff's Office. The contractor shall deliver ordered product to the Sheriff's Office located at 2121 County Drive, Columbia, Missouri, 65202. While supply chain delays are acknowledged, the contractor shall deliver all products within reasonable timeframes, and promptly communicate any to the Sheriff's Office. All products shall be delivered **FOB Destination**. Shipping will be paid by the County as indicated above.

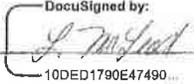
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

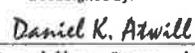
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

CRIME POINT, INC.

by  _____
DocuSigned by:
10DED1790E47490...
 title **Vice President**

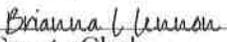
BOONE COUNTY, MISSOURI

by: Boone County Commission
 _____
DocuSigned by:
Presiding Commissioner

APPROVED AS TO FORM:

 _____
DocuSigned by:
County Counselor

ATTEST:

 _____
DocuSigned by:
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.)

2530/91300: \$13,681.20; 2901/91300: \$8.79

DocuSigned by: <i>Gene Paul [Signature]</i> Signature F1C847D...	3/30/2022	
	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 5th day of April 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 request for bid 09-16MAR22, solicited bids, for Detainee Hygiene/Other Supplies and Detainee Uniform Items for the Boone County Sheriff's Office. Three bids and three "No Bids" were received.

The contract for Detainee Hygiene/Other Supplies and Detainee Uniform Items will be awarded to the low bidder for all items, Bob Barker Company, Inc. of Fuquay Varina, North Carolina with the exception of item 4.10.4 (wool blanket) which will not be awarded.

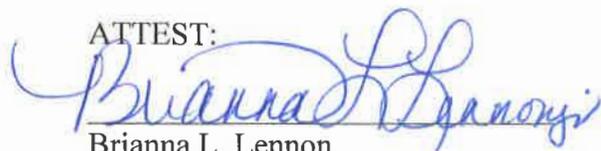
The initial contract period will run from April 01, 2022 through March 31, 2023 and includes three (3) one-year renewal options.

This is a Term and Supply contract that will be used by the Sheriff's Office using this coding:

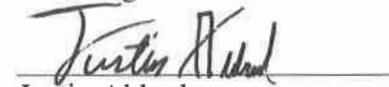
- 1255 -GF Detention Operations/23025- Resident Supplies: \$36,000.00
- 1255 -GF Detention Operations/23026 - Intake/Indigent Supplies: \$8,440.00
- 1255 -GF Detention Operations/23031 -Custodial Supplies: \$15,000.00

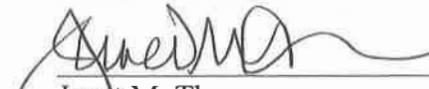
Done this 5th day of April 2022.

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

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: March 31, 2022
RE: RFB 09-16MAR 22 – Detainee Hygiene/Other Supplies and Detainee Uniform Items – Term & Supply

Request for Bid 09-16MAR22 solicited bids for Detainee Hygiene/Other Supplies and Detainee Uniform Items for the Boone County Sheriff's Office. Three bids and three "No Bids" were received.

The contract for Detainee Hygiene/Other Supplies and Detainee Uniform Items will be awarded to the low bidder for all items, Bob Barker Company, Inc. of Fuquay Varina, North Carolina with the exception of line item 4.10.4 (wool blanket) which will not be awarded.

The initial contract period will run from April 01, 2022 through March 31, 2023 and includes three (3) one-year renewal options.

This is a Term and Supply contract that will be used by the Sheriff's Office using this coding:

- 1255 – GF Detention Operations/23025– Resident Supplies: \$36,000.00
- 1255 – GF Detention Operations/23026 – Intake/Indigent Supplies: \$8,440.00
- 1255 – GF Detention Operations/23031 – Custodial Supplies: \$15,000.00

Attachments: Cost Evaluation & File Memo

/lp
cc: File

**PURCHASE AGREEMENT
FOR
DETAINEE HYGIENE/OTHER SUPPLIES, AND DETAINEE UNIFORM ITEMS –
TERM & SUPPLY**

THIS AGREEMENT dated the 5th day of April 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bob Barker Company, Inc.** herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Detainee Hygiene/Other Supplies, and Detainee Uniform Items – Term & Supply**, County of Boone Request for Bid, bid number **09-16MAR22** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **March 16, 2022**, executed by **Kat Malcolm** on behalf of the Contractor, and the e-mail dated **March 24, 2022** from **Kat Malcolm** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the 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 Request for Bid including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Period** – The contract period shall be **April 01, 2022 through March 31, 2023**. The County shall have the option to renew the contract for three (3) one-year periods subsequent to the initial contract period, with an option to renew on a month-to-month basis thereafter.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Detainee Hygiene/Other Supplies, and Detainee Uniform Items on an as needed, if needed basis as required in the RFB specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County:

Detainee Hygiene/Other Supplies and Detainee Uniform Items

Bob Barker

Line
Item

Brand/model/Packaging

Items Bid

4.10.1

Mattress
Minimum
25" W X 75" L X 4" H
 Cover and batting meet/exceed federal correctional flammability standards (16 CFR Part 1633, DOC Federal Flammability FF-4-72, and California Technical Bulletins 129 and 603)

\$62.29

Flame Chek Polyester
 Model: BBC PJM25754

4.10.2

Mattress Cover
 Heavy-duty vinyl laminate – Open-end, must slip-over/fit mattress specified above (item for easy-on/off use; flame resistant, mildew and water resistant – wipes clean with soap and water)

\$15.22

BBC VMC25754

4.10.3

Pillow
 Minimum 20" X 26" full size pillow, includes breathable PVC-coated polyester knit cover, dark green, wipes clean, includes tear-resistant cover, flame resistant – meets NFPA 701 flammability requirements, 100% polyester fiber pillow -

\$7.49

BBC MV2026
 4 - per case

4.10.4

Item Not Awarded

No Award

No Award

4.10.5	<p>Poly-cotton, Durable Prison Blanket Minimum 55% polyester/30% acrylic/ 10% cotton/ 5% other fibers, minimum 60" X 90" size, safe and fire resistant, meets/exceeds the ASTM D4151 flammability test, strong, durable, seamless construction with stitching on all four-sides to prevent unraveling, soft/plush feel, Grey with blue striping, individually packed in a poly bag, sold individually or per case of 12</p>	\$6.47	<p>BBC CZ6690GY Sold 15/case: \$97.05/case (\$6.47 each)</p>
4.10.6	<p>Heavy Duty Sandal One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. Sizes: 6-16 Packaging: 24 pair per case</p>	\$2.55	<p>BBC FPVSN2 - Color-Size Pair Product Sheet for UniFoot PVC Sandal SACLR (Orange not Tan)</p>
4.10.7	<p>Mildew-Resistant Shower Sandal Everyday PVC Sandal No-Skid Form-fitting, prevents slippage Flexible B-chek (or equal) to reduce odors Mildew resistant</p>	\$2.65	<p>BBC SEVA - Color - Size</p>
4.10.8	<p>Every-day Wear Clog Designed for comfortable all-day wear Convertible non-metal riveted heel strap Vented to promote airflow in the tow-box Cushioned sole Defined outside ridges for non-slip, surface- gripping traction Water-resistant and non-marking Color: Black</p>	\$4.58	<p>BBC - NEVA - Color -Size Sold per case of 12 pair - \$54.96 = \$4.58/each</p>

4.10.9	<p>Sweatpants Adult Grey cotton/poly blend Elastic cuffs No drawstring and no pockets Minimal shrinkage Sizes: S-3XL</p>	\$5.22	BBC - SPGY - Size
4.10.10	<p>Sweatshirt Adult crew neck pullover Grey cotton/poly blend Collar, Cuffs and waistband shall be cover seamed and ribbed with elastic cuff and waistband Minimal shrinkage No hood, no drawstring and no pockets Sizes: S-3XL Price per each</p>	\$5.16	BBC - SSGY - Size
4.10.11	<p>T-Shirt Minimum 5-oz Medium weight 100% Cotton, Maroon, No-Pocket T-shirt Double-needle cover-stitched front neck Seamless ribbed collar with shoulder-to-shoulder tape Double-needle stitched bottom hem and sleeves Sizes: S-3XL Price per each</p>	\$2.62	BBC ZCTSMA - Size
4.10.12	<p>Women's Underwear Poly/cotton blend Brief-style with double panel crotch with soft knitted leg and waistband for snug, comfortable fit. Shall withstand several washings/dryings Must include all sizes: size 5-size 18 (S-3XL) Packaging: 12/pack</p>	<p>\$8.40/DZ for Sizes 5-16 \$12.95/DZ for Sizes 17 & 18</p>	<p>ICS CO62 Sold by the DZ - Size 5-16: \$8.40/CS Sizes 17-18: \$12.95/CS 60/40 cotton/polyester</p>
4.10.13	<p>Toothpaste Minimum 1.5 oz. fluoride toothpaste Mint, white All plastic tube with twist cap No animal fat or by-products, and no alcohol 144/CS</p>	\$33.12	Charm-TEX H/CTP15 144/CS

4.10.14	Toothbrush, 3.25" Super Shorty, minimum 25-tuft, nylon bristles, individually sealed in clear bags 144/CS	\$6.48	BBC BBST25 144/CS
4.10.15	Deodorant Soap, Individually Wrapped Minimum 1.5 oz. bar deodorant bar soap No animal fat or by-products Packaging: 144/case	\$56.54	BBC CS 15-C144/CS
4.10.16	Anti-bacterial Soap, Unwrapped 1.5# unwrapped antibacterial bar deodorant soap; average minimum 1.2 oz. bar No animal fat or by-products Packaging: 500/case	\$64.02	BBC AU15-C NDC: 53247-118-02 500/CS
4.10.17	Shampoo Clear shampoo in clear bottle Quality shampoo Alcohol-free, Animal-fat free Individual Bottle: Minimum 2 fluid oz. 96 bottles per case	\$29.00	BBC MS402 96/CS
4.10.18	Razor Single-stainless steel blade, clear plastic handle and razor head with clear removable safety cap, one-piece construction Packaged: 10 razors per package, 100 packages per box for 1,000 razors per case	\$69.00	BBC CLR1000 1,000/CS
4.10.19	Comb, Pocket – No Handle Black Plastic Minimum 5" Packaging: 2,160/case Price by the case	\$41.04	BBC C5B 2,160/CS

4.10.20	<p>Cleaning Detergent Single Pack concentrated detergent/disinfectant, formulated to clean, disinfect, and deodorize hard surfaces in institutional settings. Fights mildew, bacteria and viruses: Kills HIV-1 on pre-cleaned surfaces Easy-to-use: one-packet is used in one-bucket of water to dilute – dissolves quickly in water Each packet makes 1-gallon of cleaning solution 180-packets in a resealable, recyclable plastic tubs</p>	\$55.36	BBC 90650 180/CS
4.10.21	<p>ID Band with Fasteners Orange/white plastic polyethylene bracelet with metal fastener, stretch-resistant, can be written-on</p>	\$156.00	BBC PL646-OR 500/CS metal fastener
4.10.22	<p>ID Band Fastener Tool Compatible for use with above plastic ID band Brand Reference: Bob Barker Fastening Tool for Clincher, #647</p>	\$98.59	BBC 647
4.10.23	<p>Pen, Black-InkJail safe flex pens, flexible and bendable, minimum 4.5" total length, black ink, clear plastic body - No cap - Price by the box/144 pens per box</p>	\$14.69	BBC MSBP144/CS4"
4.10.24	<p>Tampons Bulk Sanitax Tampons Individually wrapped with cardboard applicator Regular 500/case</p>	\$62.50	BBC TPX500 500/CS
4.10.25	<p>Sanitary Napkins, Bulk Minimum 8.5 inches long Center adhesive strip provides stay-in-place adhesion Individually folded and wrapped Packaging: 250/case</p>	\$11.00	BBC 250IM-C 250/CS

4.10.26	Washcloths, Bath Economy Washcloths, Brown Minimum .75# per dozen Minimum 12" X 12" 100% cotton, dense looped terry cloth Packaging: 12 per package	\$3.52	BBC WC1212BR 12/CS
4.10.27	Towels, Bath – Dozen Pack Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack	\$5.12	BBC BT224 12/CS
4.10.28	Towels, Bath – Bale Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12-pack Price per bale or 25 12-packs (300 cloths)	\$378.00	BBC BT224 25 DZ/master case
4.10.29	Catalog Discount for Miscellaneous Items Firm, fixed discount off current list price or MSRP, whichever is lower	15%	Online: https://www.bobbarker.com/
4.10.30	Institutional Trousers - Black & White Horizontal Stripes - Medium	\$6.67	TBWT-M - screening included in cost
4.10.31	Institutional Trousers - Black & White Horizontal Stripes - Large	\$6.67	TBWT-L - screening included in cost
4.10.32	Institutional Trousers - Black & White Horizontal Stripes - XLarge	\$6.67	TBWT-XL - screening included in cost
4.10.33	Institutional Trousers - Black & White Horizontal Stripes - 2X	\$6.67	TBWT-2XL - screening included in cost

Commission Order # _____

4.10.34	Institutional Trousers - Black & White Horizontal Stripes - 3X	\$6.67	TBWT-3XL - screening included in cost
4.10.35	Institutional Trousers - Black & White Horizontal Stripes - 4X	\$6.67	TBWT-4XL - screening included in cost
4.10.36	Institutional Trousers - Black & White Horizontal Stripes - 6X	\$6.67	TBWT-6XL - screening included in cost
4.10.37	Institutional Trousers - Black & White Horizontal Stripes -8X	\$8.95	TBWT-8XL - screening included in cost
4.10.38	Institutional Trousers - Black & White Horizontal Stripes -9X	\$8.95	TBWT-9XL - screening included in cost Special Order Item - Sold in case of 6/each - allow 12 weeks for delivery
4.10.39	Institutional Trousers - Black & White Horizontal Stripes -10X	\$12.66	TBWT-10XL - screening included in cost Special Order Item - Sold in case of 6/each - allow 12 weeks for delivery
4.10.40	Institutional V-Neck Shirts - Black & White Horizontal Stripes -Medium	\$5.45	TBWS-M
4.10.41	Institutional V-Neck Shirts - Black & White Horizontal Stripes -Large	\$5.45	TBWS-L
4.10.42	Institutional V-Neck Shirts - Black & White Horizontal Stripes -XLarge	\$5.45	TBWS-XL
4.10.43	Institutional V-Neck Shirts - Black & White Horizontal Stripes -2X	\$5.45	TBWS-2XL
4.10.44	Institutional V-Neck Shirts - Black & White Horizontal Stripes -3X	\$5.45	TBWS-3XL
4.10.45	Institutional V-Neck Shirts - Black & White Horizontal Stripes -4X	\$5.55	TBWS-4XL
4.10.46	Institutional V-Neck Shirts - Black & White Horizontal Stripes -6X	\$5.55	TBWS-6XL
4.10.47	Institutional V-Neck Shirts - Black & White Horizontal Stripes -8X	\$7.55	TBWS-8XL

4.10.48	Institutional V-Neck Shirts - Black & White Horizontal Stripes -9X	\$7.55	TBWS-9XL - screening included in cost Special Order Item - Sold in case of 6/each - allow 12 weeks for delivery
4.10.49	Institutional V-Neck Shirts - Black & White Horizontal Stripes -10X	\$7.76	TBWS-10XL - screening included in cost Special Order Item - Sold in case of 6/each - allow 12 weeks for delivery
4.10.50	Institutional Trousers - Green No Lettering - Medium	\$6.95	TGT-M
4.10.51	Institutional Trousers - Green No Lettering - Large	\$6.95	TGT-L
4.10.52	Institutional Trousers - Green No Lettering -XLarge	\$6.95	TGT-XL
4.10.53	Institutional Trousers - Green No Lettering - 2X	\$6.95	TGT-2X
4.10.54	Institutional Trousers - Green No Lettering - 3X	\$6.95	TGT-3X
4.10.55	Institutional Trousers - Green No Lettering - 4X	\$6.95	TGT-4X
4.10.56	Institutional Trousers - Green No Lettering - 6X	\$6.95	TGT-6X
4.10.57	Institutional Trousers - Green No Lettering -8X	\$9.05	TGT-8X
4.10.58	Institutional Trousers - Green No Lettering -9X	\$9.50	TGT-9XL - screening included in cost Special Order Item - Sold in case of 6/each - allow 12 weeks for delivery
4.10.59	Institutional Trousers - Green No Lettering -10X	\$9.50	TGT-10XL
4.10.60	Institutional V-Neck Shirt - Green No Lettering - Medium	\$5.45	TGS-M
4.10.61	Institutional V-Neck Shirt - Green No Lettering - Large	\$5.45	TGS-L
4.10.62	Institutional V-Neck Shirt - Green No Lettering - XLarge	\$5.45	TGS-XL

4.10.63	Institutional V-Neck Shirt - Green No Lettering - 2X	\$5.45	TGS-2XL
4.10.64	Institutional V-Neck Shirt - Green No Lettering - 3X	\$5.45	TGS-3XL
4.10.65	Institutional V-Neck Shirt - Green No Lettering - 4X	\$5.45	TGS-4XL
4.10.66	Institutional V-Neck Shirt - Green No Lettering - 6X	\$5.45	TGS-6XL
4.10.67	Institutional V-Neck Shirt - Green No Lettering -8X	\$6.95	TGS-8XL
4.10.68	Institutional V-Neck Shirt - Green No Lettering -9X	\$8.55	TGS-9XL - screening included in cost Special Order Item - Sold in case of 6/each - allow 12 weeks for delivery
4.10.69	Institutional V-Neck Shirt - Green No Lettering -10X	\$8.55	TGS-10XL

4. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department in compliance with paragraph 2.6.9 and its sub-paragraphs in RFB 09-16MAR22. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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. Delivery – The Contractor agrees to deliver ordered items to the Boone County Sheriff's Department in 3-14 calendar days ARO, with the exception of special delivery items as noted. All deliveries are FOB Destination, Freight Prepaid and Allowed.

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

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

BOB BARKER COMPANY, INC.

by *Kathryn Malcolm*
DocuSigned by: A1A7EA30756940B...
 title Contract Specialist

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Jensen
 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

1255/23025, 1255/23026, 1255/23035: Term & Supply

<small>DocuSigned by:</small> <u><i>[Signature]</i></u> Signature	3/30/2022 Date	Appropriation
Account		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term 20

County of Boone

In the County Commission of said county, on the

5th

day of April

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 Budget Amendment for Dept 2082.

Done this 5th day of April 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



Topcon Solutions Inc
1700 CHERRY ST
KANSAS CITY MO 64108-1534

Proposal
EST843987
Cust#:49286
PO#:
3/8/2022

Billing Address

Matt Thomas
Boone County Resource Management
801 E WALNUT ST
COLUMBIA MO 65201-4890
United States

Ship To:

Matt Thomas
Boone County Resource Management
801 E WALNUT ST
COLUMBIA MO 65201-4890
United States

Sales Rep

Don Kelly

Contact

49286 BOONE COUNTY RESOURCE
MANAGEMENT : Matt Thomas

Contact Phone

Contact Email

Proposal Expiration Date
4/29/2022

Payment Terms
Net 30

Shipping Method
Sales Rep

Additional Notes:

Qty	Item and Description	Unit Cost	Amount
1	1000694-01 KIT,HIPer SR,NETWORK,GGD,10 Hz	\$7,350.00	\$7,350.00

7350.00
(1250.00) Savings - rental
(265.00) Savings - clean/calibrate
5855 need

Subtotal	\$7,350.00
Shipping Cost	
Tax (%)	\$0.00
Total	\$7,350.00

Proposal Approval

Print Name

Authorized Signature

Date

Disclaimer

1) Accounts not paid within 30 days of invoice date will be charged an additional 1.5% (18% annually) per month on the unpaid balance.
2) Jobsite services provided by Topcon Solutions Store and its employees are based entirely upon the use of the owner's design and survey control data provided by the owner and then applied to our products. No warranty for these services is either expressed or implied.

Destination Control Statement

These commodities, technology or software were exported in accordance with applicable export control laws and regulations. Diversion contrary to those laws and regulations, as well as the export laws and regulations of any countries of re-export, is prohibited. In consideration for its purchase of commodities, technology or software from Topcon, Purchaser agrees that it will determine any license requirements to export the items and, as applicable, to re-export or transfer the items, obtain any license or other official authorization, and carry out any customs formalities for the export or re-export of the items. Purchaser agrees that it will not re-export or transfer the commodities, technology or software to Cuba, Iran, North Korea, Syria or North Sudan without a license or other authorization from all applicable export control authorities. It is also unlawful to receive, use, transfer, or re-export these items to persons on all applicable restricted party lists (see e.g. <http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm> and <http://hmt-sanctions.s3.amazonaws.com/sanctionsconlist.htm> where prohibited, or to use these items in activities involving missiles or unmanned air vehicles, nuclear explosive devices or nuclear propulsion projects, chemical or biological weapons, or any other prohibited end-use prohibited (see e.g. http://www.access.gpo.gov/bis/epr/ear_data.html).

Rental - 71700
2022 = 570.00
2021 = 1750.00
2320.00 = 31.5% of cost to purchase
Rent 2yrs





Topcon Solutions Inc
1700 CHERRY ST
KANSAS CITY MO 64108-1534

Proposal
EST843988
Cust#:49286
PO#:
3/8/2022

Billing Address

Matt Thomas
Boone County Resource Management
801 E WALNUT ST
COLUMBIA MO 65201-4890
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Ship To:

Matt Thomas
Boone County Resource Management
801 E WALNUT ST
COLUMBIA MO 65201-4890
United States

Sales Rep

Don Kelly

Contact

49286 BOONE COUNTY RESOURCE
MANAGEMENT : Matt Thomas

Contact Phone

Contact Email

Proposal Expiration Date

6/30/2022

Payment Terms

Net 30

Shipping Method

Sales Rep

Additional Notes:

Increase \$367.50 in after April

Qty	Item and Description	Unit Cost	Amount
1	1000694-01 KIT,HIPer SR,NETWORK,GGD,10 Hz	\$7,717.50	\$7,717.50

Subtotal	\$7,717.50
Shipping Cost	
Tax (%)	\$0.00
Total	\$7,717.50

Proposal Approval

Print Name

Authorized Signature

Date

Disclaimer

1) Accounts not paid within 30 days of invoice date will be charged an additional 1.5% (18% annually) per month on the unpaid balance.
2) Jobsite services provided by Topcon Solutions Store and its employees are based entirely upon the use of the owner's design and survey control data provided by the owner and then applied to our products. No warranty for these services is either expressed or implied.

Destination Control Statement

These commodities, technology or software were exported in accordance with applicable export control laws and regulations. Diversion contrary to those laws and regulations, as well as the export laws and regulations of any countries of re-export, is prohibited. In consideration for its purchase of commodities, technology or software from Topcon, Purchaser agrees that it will determine any license requirements to export the items and, as applicable, to re-export or transfer the items, obtain any license or other official authorization, and carry out any customs formalities for the export or re-export of the items. Purchaser agrees that it will not re-export or transfer the commodities, technology or software to Cuba, Iran, North Korea, Syria or North Sudan without a license or other authorization from all applicable export control authorities. It is also unlawful to receive, use, transfer, or re-export these items to persons on all applicable restricted party lists (see e.g. <http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm> and <http://hmi-sanctions.s3.amazonaws.com/sanctionsconlist.htm> where prohibited, or to use these items in activities involving missiles or unmanned air vehicles, nuclear explosive devices or nuclear propulsion projects, chemical or biological weapons, or any other prohibited end-use prohibited (see e.g. http://www.access.gpo.gov/bis/ear/ear_data.html).



Kelle Westcott

From: Matthew Thomas
Sent: Monday, March 14, 2022 7:48 AM
To: Bill Florea; Kelle Westcott
Subject: GPS unit
Attachments: HiPer SR RECEIVER.pdf; PRE 4-30 PROPOSAL.pdf; POST 4-30 PROPOSAL.pdf

Here's a short list of selling points for the purchase of a Network GPS receiver of our own:

1. As long as cell signal is available for the project site, our projects will be on the State Plane Coordinate System making them easier for consultants, contractors, and other County Departments to work with.
2. The Missouri State Land Survey Program now (and for the last 3 years) requires that PLSS corners remonumented through the County Surveyor Coop Program be on the State Plane Coordinate System. The data given by a GPS receiver is on that system, virtually, right out of the box.
3. As long as there's a cell signal at the project site and a decent view of the Southern sky, collecting topographic data should be cut, timewise, nearly in half. For example: One of our consultants has asked that we provide them with specific cross sections of Sycamore Creek to help their modeling software create a better representation of the existing conditions. I am currently collecting that data using our robotic total station. That instrument relies on line of sight to be able to take the necessary shots. This creek, as with most creeks in Boone County, is lined on both sides with trees. While the leaves are currently not an issue, the limbs are...as well as the trees themselves. With a GPS receiver, those more difficult shots would be **considerably** easier to collect because the only line of sight is up and is more a line of "radio type electronic signal" sight, which travels through and around those trees with considerable ease. This fact alone would cut the time necessary to collect the needed data, likely, in half...allowing me to move on to the next project much sooner.
4. Other's within Resource management, that rely on the GIS/Assessor to coordinate use of their receiver, can simply use our in-house receiver.
5. The only software upgrades needed to keep a this GPS receiver current is already part of a desktop Carlson program that we have an upgrade/maintenance contract for.

I have two proposals from Don Kelly with Topcon Solution Store that is a piggyback on a MoDOT contract that expires on 4/30/22 and renews on 5/1/22 at a 5% increase. The price for the Topcon HiPer SR (see attached brochure), which is the same system we've been renting in the past, is \$7,350.00 if by 4/30, and \$7,717.50 after. This system comes complete and ready to roll straight out of the box...including the unit itself, a 2-meter pole, batteries and charger, and other items for care and maintenance.



Matthew P. Thomas, PLS, County Surveyor

MSPS Board of Directors and MAPCS Past President
Design and Construction, Resource Management Department
801 E. Walnut, Room 315, Columbia, MO 65201
Office: 573.886.4480 Fax: 573.886.4340

Fund Statement - Road & Bridge Fund 204 and 208 Combined (Major Fund)

	2020 Actual	2021 Budget	2021 Estimated	2022 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ 1,703,606	1,697,175	1,640,980	1,790,075
Assessments	-	-	-	-
Sales Taxes	14,452,403	14,111,000	15,898,000	16,216,000
Franchise Taxes	-	-	-	-
Licenses and Permits	15,518	10,175	11,325	9,325
Intergovernmental	2,053,396	2,572,324	2,788,261	2,012,424
Charges for Services	47,790	7,505	8,162	8,105
Fines and Forfeitures	-	-	-	-
Interest	200,497	161,825	131,315	130,975
Hospital Lease	-	-	-	-
Other	134,873	53,970	61,210	55,270
Total Revenues	18,608,083	18,613,974	20,539,253	20,222,174
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	71,722	188,575	323,793	220,575
Total Other Financing Sources	71,722	188,575	323,793	220,575
Fund Balance Used for Operations	-	1,343,160	-	832,342
TOTAL FINANCIAL SOURCES	\$ 18,679,805	20,145,709	20,863,046	21,275,091
FINANCIAL USES:				
Expenditures				
Personal Services	\$ 4,320,975	4,345,867	4,218,751	4,536,519
Materials & Supplies	1,951,307	2,213,290	2,034,869	2,876,197
Dues Travel & Training	8,542	38,257	15,271	38,520
Utilities	93,356	125,372	117,132	116,095
Vehicle Expense	434,318	699,789	707,006	810,179
Equip & Bldg Maintenance	334,589	390,169	389,963	316,678
Contractual Services	5,229,773	10,097,314	8,421,470	8,746,301
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	159,645	-	250,000
Other	2,759,986	963,006	932,989	922,772
Fixed Asset Additions	825,571	1,113,000	1,749,811	1,469,180
Total Expenditures	15,958,417	20,145,709	18,587,262	20,075,091
Other Financing Uses				
Transfer Out to other funds	-	-	-	1,200,000
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	1,200,000
TOTAL FINANCIAL USES	\$ 15,958,417	20,145,709	18,587,262	21,275,091
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 13,157,906	17,260,985	17,260,985	17,305,890
Less encumbrances, beginning of year	(849,188)	(2,230,879)	(2,230,879)	-
Add encumbrances, end of year	2,230,879	-	-	-
Fund Balance Increase (Decrease) resulting from operations	2,721,388	(1,343,160)	2,275,784	(832,342)
FUND BALANCE (GAAP), end of year	17,260,985	13,686,946	17,305,890	16,473,548
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	(5,000,000)	(5,000,000)	(5,000,000)	(5,000,000)
NET FUND BALANCE, end of year	\$ 12,260,985	8,686,946	12,305,890	11,473,548
Net Fund Balance as a percent of expenditures	76.83%	43.12%	66.21%	57.15%

154-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. ~~20~~

In the County Commission of said county, on the 5th day of April 20 22

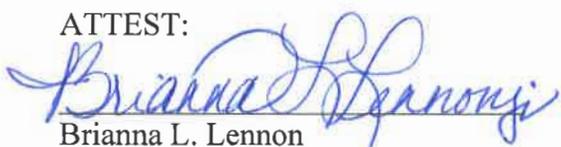
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Utility Agreement between Boone County and Boone Electric Cooperative.

The terms of the Agreement are stipulated in the attached and it's further ordered the Presiding Commissioner is hereby authorized to sign said Utility Agreement.

Done this 5th day of April 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

UTILITY AGREEMENT – LUMP SUM

THIS AGREEMENT is entered into by Boone County, Missouri (hereinafter, "County") and Boone Electric Cooperative (hereinafter, "Company").

WITNESSETH:

WHEREAS, the "County" desires to rehabilitate/construct certain roadways and drainage structures more specifically described as Olivet Road Bridge Replacement, in the vicinity of Columbia, Missouri. Said improvement is to be designed and constructed in compliance with Missouri Department of Transportation (hereinafter, MoDOT) and Boone County, Missouri standards.

WHEREAS, in order to improve said roadway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement in order to maintain the present services of said "Company", such changes being generally shown as proposed utility adjustment sketch marked Exhibit "A", and estimate of utility adjustment cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) WORK AREA: The "Company" will make the necessary adjustments and stay within their existing private easement along Olivet Road.

(2) COMMENCEMENT AND COMPLETION OF WORK: Work will occur in two phases, deemed "Initial" and "Final." The "Initial" work shall consist of the installation of all necessary guying, switches and/or crossovers to provide continuous power during deactivation of the overhead line segments. The "Final" work shall consist of deactivation, dropping of overhead line for bridge installation, and overhead reinstallation after culvert placement. After approval of this agreement and upon notification to proceed by the "County", the "Company" will commence, without unnecessary delay, to make changes to its facilities as part of the "Initial" work. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor and other utility companies doing relocation work. The "Company" agrees to provide a written estimated time schedule of its planned "Initial" work and a written notification to the "County's" engineer at least five (5) days prior to beginning the work. The submitted schedule shall show completion before or by twenty-one (21) calendar days after the "County's" notice to proceed date. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the "County's" engineer. The "Company" will make every effort to get back on schedule and complete its work. The "County" will inform the "Company" a minimum of ten (10) calendar days prior to start of bridge construction for preparation of "Final" work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor and other

utility companies doing relocation work. The contractor has a contractual requirement to cooperate and coordinate its activity with the "Company" and other utility companies on this project.

(3) SUBCONTRACT: The "Company" intends to perform this work with its own forces and, if necessary, existing subcontractors of which they have active cost fixed contracts in place. A copy of the pricing contracts in place can be provided to the "County" upon request.

(4) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the "Company" agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the "County" engineer and having approval of the "County" PRIOR to the performance of the work.

(5) BACKFILL: The "Company" agrees to compact backfill of their excavation within Boone County right of way and utility easement limits in accordance with Chapter II of the Boone County, Missouri Roadway Regulations.

(6) CONDITION OF RIGHT OF WAY AND UTILITY EASEMENT: Upon completion of their work provided in this Agreement, the "Company" shall remove all leftover materials and debris resulting from their work and leave the right of way and utility easement in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material. All areas disturbed by their work shall be prepared, fertilized, permanently seeded and mulched in accordance with Chapter II of the Boone County, Missouri Roadway Regulations.

(7) SAFETY DEVICES: At all times when work is being performed by the "Company" under such conditions as will affect traffic on the public streets or roadways, "Company" will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(8) COST: The total cost of the utility work required for the roadway project is estimated to be \$8,379.84. (See estimate of cost attached as Exhibit "B").

The "County's" obligation toward the cost of the utility work under this Agreement shall be a lump sum of \$8,379.84 absent a supplement agreement or approved change order document properly executed by "County."

Payment shall be made by "County" to "Company" within thirty (30) days of receipt of a final invoice from "Company" after the work contemplated herein has been completed in accordance with the terms of any permits issued by "County."

(9) PERMIT REQUIREMENT: The "Company" shall obtain a permit from the Boone County Resource Management Department should any of the intended work be located on a "County" right of way prior to adjusting or relocating its property from,

within, or onto the "County's" right of way. The permit shall be signed by an authorized "County" representative.

(10) "COUNTY" REPRESENTATIVE: The "County's" engineer is designated as the "County's" representative for the purpose of administering the provisions of this Agreement.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The "Company" shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

(13) ASSIGNMENT: The "Company" shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the "County".

(14) COOPERATION: When the "Company" relocation work is being done concurrent with the "County's" roadway contractor operation, the "Company" agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(15) ROADWAY IMPROVEMENT INFORMATION: The "County" agrees to furnish the "Company" all necessary information on the roadway improvement in order to properly carry out the utility relocation.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the "Company" this 16th day of March, 2022.

Executed by the "County" this 5th day of April, 2022.

"COMPANY"

Boone Electric Cooperative

By:

Todd E. Culey

Authorized Representative (Signature)

Todd E. Culey

Authorized Representative Name (Print or Type)

Title: CEO

"COUNTY"

County of Boone, Missouri

By:

Daniel K. Atwill

Daniel K. Atwill,
Presiding Commissioner

Attest:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse
CJ Dykhouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

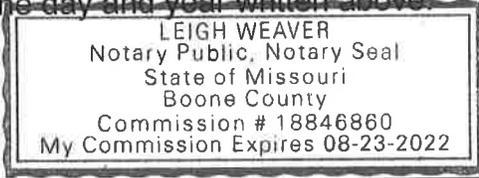
June E. Pitchford 3/22/22
June E. Pitchford, Auditor 2041-71100

ACKNOWLEDGMENT BY COMPANY

STATE OF Missouri)
COUNTY OF Boone) ss

On this 16th day of March, 2022, before me personally appeared Todd E. Culley known to me, who being by me duly sworn, did say that he/she is the CEO of Boone Electric Cooperative and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid ~~the day and year written above.~~



Leigh Weaver
Notary Public

My Commission Expires: 08-23-2022

EXHIBIT "A"

Proposed Utility Adjustment Sketch

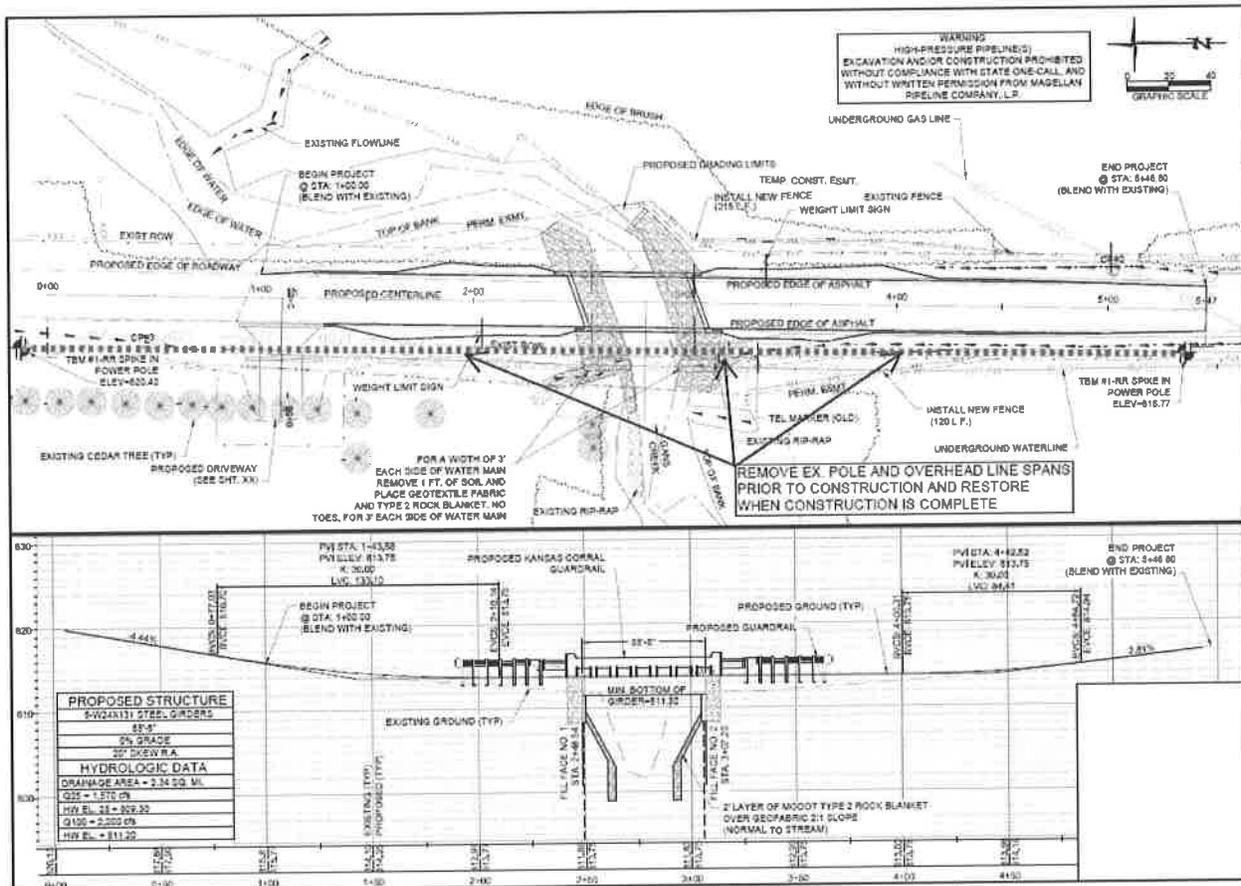


EXHIBIT "B"

Estimate of Utility Adjustment Cost

Jeff McCann

From: Pickett, Kirk <KPickett@booneelectric.com>
Sent: Tuesday, January 18, 2022 2:31 PM
To: Jeff McCann
Subject: Olivet Bridge Rebuild

[External Source] Take caution! This communication originated outside of boonecountymo.org. DO NOT CLICK links or attachments unless they are familiar to you and you feel the content is safe. DO NOT SHARE information with unfamiliar senders.

Jeff,

The construction cost for our work is \$8379.84. This should be the last cost you were waiting on us for. Questions let me know.

Thx

Kirk Pickett
Chief Field Engineer
573-441-7322

You can't go back and change the beginning, but you can start where you are and change the ending.
-C.S. Lewis



**Boone Electric
Cooperative**

1905 W. Ash St. - Office Location
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155-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 5th day of April 20 22

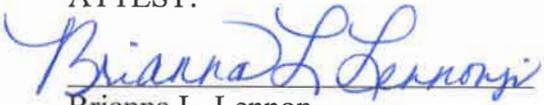
the following, among other proceedings, were had, viz:

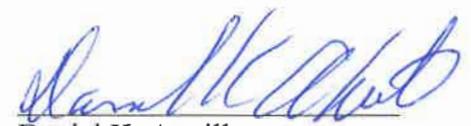
Now on this day, the County Commission of the County of Boone does hereby approve the attached Utility Agreement between Boone County and Boone Electric Cooperative.

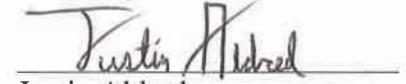
The terms of the Agreement are stipulated in the attached and it's further ordered the Presiding Commissioner is hereby authorized to sign said Utility Agreement.

Done this 5th day of April 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

UTILITY AGREEMENT – LUMP SUM

THIS AGREEMENT is entered into by Boone County, Missouri (hereinafter, "County") and Boone Electric Cooperative (hereinafter, "Company").

WITNESSETH:

WHEREAS, the "County" desires to rehabilitate/construct certain roadways and drainage structures more specifically described as Culvert Improvements-Graham Rd. (BR1010002) & Boothe Ln. (BR1000003), in the vicinity of Columbia, Missouri. Said improvement is to be designed and constructed in compliance with Missouri Department of Transportation (hereinafter, MoDOT) and Boone County, Missouri standards.

WHEREAS, in order to improve said roadway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement in order to maintain the present services of said "Company", such changes being generally shown as proposed utility adjustment sketch marked Exhibit "A", and estimate of utility adjustment cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

- (1) WORK AREA: The "Company" will make the necessary adjustments and stay within their existing private easements along Graham Road and Boothe Lane.
- (2) COMMENCEMENT AND COMPLETION OF WORK: Work will occur in two phases, deemed "Initial" and "Final." The "Initial" work shall consist of the installation of all necessary switches and/or crossovers to provide continuous power during deactivation of one site. The "Final" work shall consist of deactivation, dropping of overhead line for culvert installation, and overhead reinstallation after culvert placement. After approval of this agreement and upon notification to proceed by the "County", the "Company" will commence, without unnecessary delay, to make changes to its facilities as part of the "Initial" work. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor and other utility companies doing relocation work. The "Company" agrees to provide a written estimated time schedule of its planned "Initial" work and a written notification to the "County's" engineer at least five (5) days prior to beginning the work. The submitted schedule shall show completion before or by twenty-one (21) calendar days after the "County's" notice to proceed date. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the "County's" engineer. The "Company" will make every effort to get back on schedule and complete its work. The "County" will inform the "Company" a minimum of ten (10) calendar days prior to start of culvert construction for preparation of "Final" work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those

of the roadway contractor and other utility companies doing relocation work. The contractor has a contractual requirement to cooperate and coordinate its activity with the "Company" and other utility companies on this project.

(3) SUBCONTRACT: The "Company" intends to perform this work with its own forces and, if necessary, existing subcontractors of which they have active cost fixed contracts in place. A copy of the pricing contracts in place can be provided to the "County" upon request.

(4) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the "Company" agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the "County" engineer and having approval of the "County" PRIOR to the performance of the work.

(5) BACKFILL: The "Company" agrees to compact backfill of their excavation within Boone County right of way and utility easement limits in accordance with Chapter II of the Boone County, Missouri Roadway Regulations.

(6) CONDITION OF RIGHT OF WAY AND UTILITY EASEMENT: Upon completion of their work provided in this Agreement, the "Company" shall remove all leftover materials and debris resulting from their work and leave the right of way and utility easement in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material. All areas disturbed by their work shall be prepared, fertilized, permanently seeded and mulched in accordance with Chapter II of the Boone County, Missouri Roadway Regulations.

(7) SAFETY DEVICES: At all times when work is being performed by the "Company" under such conditions as will affect traffic on the public streets or roadways, "Company" will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(8) COST: The total cost of the utility work required for the roadway project is estimated to be \$14,514.08. (See estimate of cost attached as Exhibit "B").

The "County's" obligation toward the cost of the utility work under this Agreement shall be a lump sum of \$14,514.08 absent a supplement agreement or approved change order document properly executed by "County."

Payment shall be made by "County" to "Company" within thirty (30) days of receipt of a final invoice from "Company" after the work contemplated herein has been completed in accordance with the terms of any permits issued by "County."

(9) PERMIT REQUIREMENT: The "Company" shall obtain a permit from the Boone County Resource Management Department should any of the intended work be located on a "County" right of way prior to adjusting or relocating its property from,

within, or onto the "County's" right of way. The permit shall be signed by an authorized "County" representative.

(10) "COUNTY" REPRESENTATIVE: The "County's" engineer is designated as the "County's" representative for the purpose of administering the provisions of this Agreement.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The "Company" shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

(13) ASSIGNMENT: The "Company" shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the "County".

(14) COOPERATION: When the "Company" relocation work is being done concurrent with the "County's" roadway contractor operation, the "Company" agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(15) ROADWAY IMPROVEMENT INFORMATION: The "County" agrees to furnish the "Company" all necessary information on the roadway improvement in order to properly carry out the utility relocation.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the "Company" this 16th day of MARCH, 2022.

Executed by the "County" this 5th day of April, 2022.

"COMPANY"

Boone Electric Cooperative

By:

Todd E. Culley

Authorized Representative (Signature)

Todd E Culley

Authorized Representative Name (Print or Type)

Title:

CEO

"COUNTY"

County of Boone, Missouri

By:

Daniel K. Atwill

Daniel K. Atwill,
Presiding Commissioner

Attest:

Brianna L. Lennon

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse

CJ Dykhouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

June E. Pitchford 3/22/22
June E. Pitchford, Auditor 3041-71100

ACKNOWLEDGMENT BY COMPANY

STATE OF Missouri)
)
COUNTY OF Boone) ss

On this 16th day of March, 2022, before me personally appeared Todd E. Culley known to me, who being by me duly sworn, did say that he/she is the CEO of Boone Electric Cooperative and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid ~~the day and year written above.~~

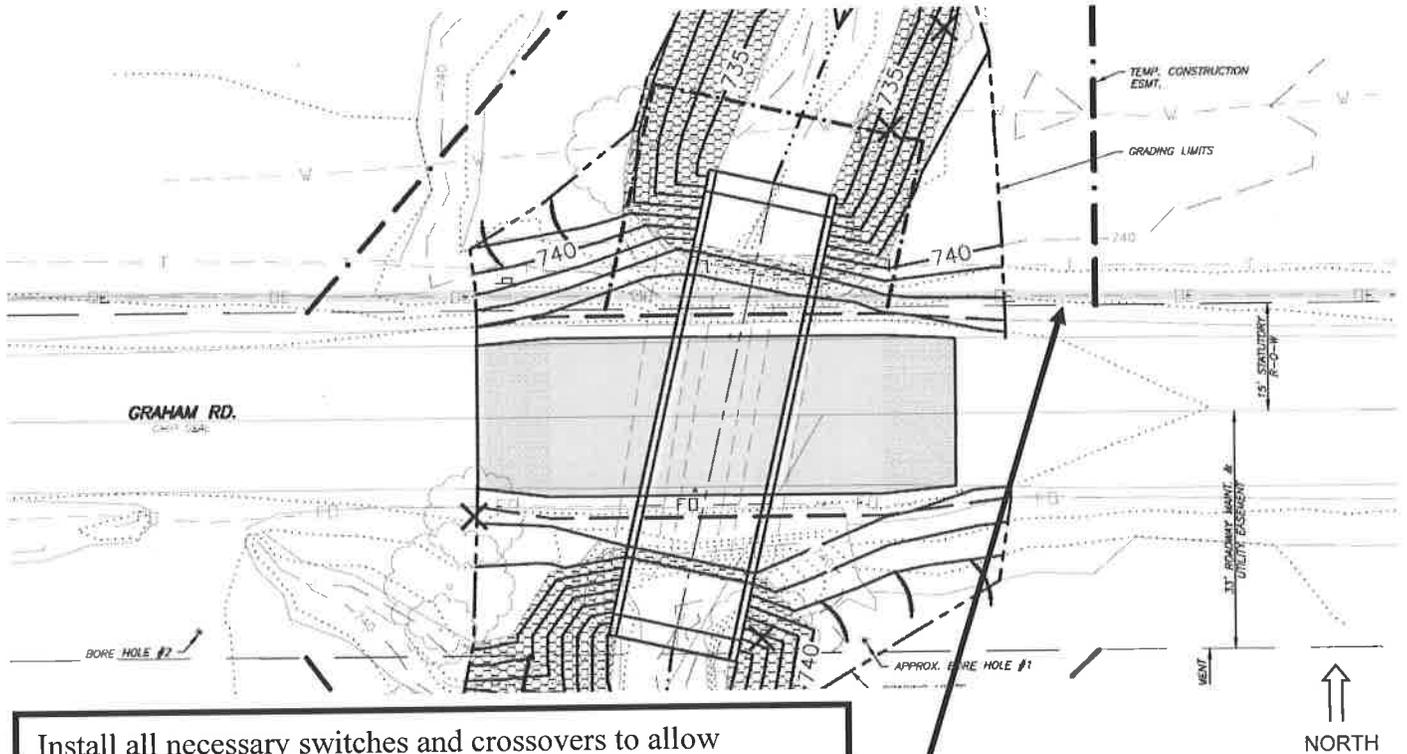


Leigh Weaver
Notary Public

My Commission Expires: 08-23-2022

EXHIBIT "A"

Proposed Utility Adjustment Sketch



Install all necessary switches and crossovers to allow uninterrupted service. Deactivate and drop overhead line. Reinstall line on existing poles after culvert installation.

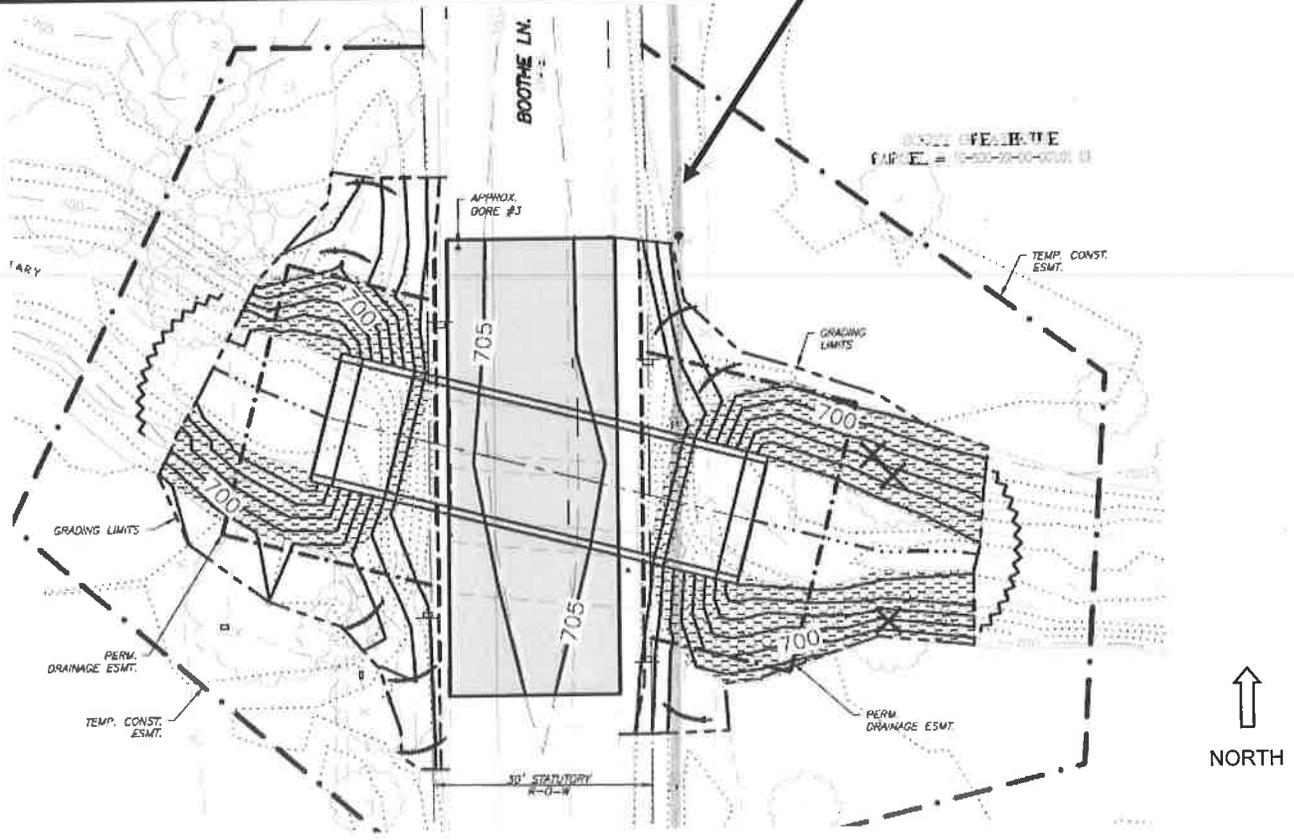


EXHIBIT "B"

Estimate of Utility Adjustment Cost

Jeff McCann

From: Pickett, Kirk <KPickett@booneelectric.com>
Sent: Wednesday, December 29, 2021 1:48 PM
To: Micah Taylor; Jeff McCann; Lucas, Matt
Subject: Relocation Agreement

[External Source] Take caution! This communication originated outside of boonecountymo.org. DO NOT CLICK links or attachments unless they are familiar to you and you feel the content is safe. DO NOT SHARE information with unfamiliar senders.

Good Afternoon,

See below for construction cost for the removal of our overhead powerlines in conflict with the culvert replacement. Matt Lucas will be your contact on this job. Once job has been awarded please have contractor contact Matt for coordination and scheduling. Once the relocation agreement is complete please forward along. Lastly as I believe you have already been made aware we are not able to deenergize and remove both at the same time. One will need to be deenergized and removed then built back before the other can be removed. Questions let Matt know. 573-441-7355

WO 20-23387 Graham Rd - \$7639.02
WO 2023416 Boothe Ln - \$6875.06

Kirk Pickett
Chief Field Engineer
573-441-7322

You can't go back and change the beginning, but you can start where you are and change the ending.
-C.S. Lewis



**Boone Electric
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STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term 20

County of Boone

In the County Commission of said county, on the 5th day of April 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:

- CBB
- Crockett Geotechnical-Testing Lab
- Crockett Engineering Consultants, LLC
- Simon and Associates

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

Done this 5th day of April 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

Jane M. Thompson

Jane M. Thompson
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 5th day of April, ~~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 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, 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.

SIMON AND ASSOCIATES

By John Simon

Title architect owner

Dated: 3/9/22

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 4.5.2022

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] 3/21/22
Auditor by [Signature] Date



Simon and Associates

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	
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	

Reviewed by:

SIMON ASSOCIATES, INC.

■■■■■■■■■■ ARCHITECTURE ■■■■■■■■■■

Fiscal Year 2022 Hourly Fees:

Architect/Engineer	\$180.00 /hour
Project Manager	\$150.00 /hour
Architect Intern/Engineer Intern	\$125.00 /hour
Draftsperson	\$85.00 /hour
Clerical	\$55.00/hour

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 5th day of April, 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 Crockett Engineering Consultants, 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, 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.

CROCKETT ENGINEERING CONSULTANTS, LLC BOONE COUNTY, MISSOURI

By [Signature]

By [Signature]

Presiding Commissioner

Title PARTNER

Dated: 3/3/2022

Dated: 4.5.2022

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] 3/21/22
Auditor by [Signature] Date



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

Reviewed by: dmu



1000 W Nifong Blvd., Bldg. 1 • Columbia, MO 65203

January 1, 2022

FEE SCHEDULE

PERSONNEL	COST/HOUR
Professional V	\$180
Professional IV	\$160
Professional III	\$140
Professional II	\$120
Professional I	\$100
Engineering Technician III	\$115
Engineering Technician II	\$90
Engineering Technician I	\$80
Two-Man Survey Crew	\$150
One-Man Survey Crew	\$140
Clerical	\$65

Effective through December 31, 2022

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 5th day of April, 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 Crockett Geotechnical-Testing Lab (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.

CROCKETT GEOTECHNICAL-TESTING LAB

BOONE COUNTY, MISSOURI

By Eric A. Deibel

By Lawrence K. Clark

Presiding Commissioner

Title PARTNER

Dated: 3/3/2022

Dated: 4.5.2022

APPROVED AS TO FORM:

ATTEST:

G. R. Koese
County Attorney

Buana L. Lennorzi
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. Pitchford 3/21/22
Auditor by [Signature] Date



Crockett Geotechnical- Testing Lab 2022 Discipline List	
<i>Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm</i>	
Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	
Geotechnical Engineering	X
Lab Testing	X
Mechanical Engineering	
Planning	
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	X
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

Reviewed by: drw

CROCKETT

GEOTECHNICAL - TESTING LAB

2022 FEE SCHEDULE

PERSONNEL

Clerical.....	\$	65.00 /hour
Technician I.....	\$	50.00 /hour *
Technician II.....	\$	60.00 /hour *
Technician III.....	\$	70.00 /hour *
Technician IV.....	\$	80.00 /hour *
Technician V.....	\$	90.00 /hour *
AWS Certified Welding Inspector.....	\$	100.00 /hour *
Professional I.....	\$	100.00 /hour
Professional II.....	\$	120.00 /hour
Professional III.....	\$	140.00 /hour
Professional IV.....	\$	160.00 /hour
Professional V.....	\$	180.00 /hour

* Hourly charges will be billed in 0.5 hour increments. There is a minimum charge of 2 hours.

EXPENSES AND SUPPLIES

Mileage (if outside city limits of Columbia).....	\$	0.59 /mile
Trip Charge (in lieu of mileage).....		by quote
Per Diem.....	\$	130.00 /man/day
Per Diem (last day of travel).....	\$	30.00 /man/day
Supplies.....		Cost

CONCRETE AND MASONRY

Compressive Strength of Concrete Cylinder.....	\$	16.50 each
Capping of Concrete Cylinder.....	\$	12.00 each
Flexural Strength of Concrete Beam.....	\$	100.00 each
Concrete Core Measurement and Compressive Strength.....	\$	65.00 each
D-Meter Walking Floor Profiler.....	\$	165.00 /day
Anhydrous Calcium Chloride Test Unit.....	\$	30.00 each
Relative Humidity Probe and Digital Meter.....	\$	100.00 /day
Concrete Mix Verification.....		by quote
Concrete Trial Batch.....		by quote
Hardened Air Content of Concrete.....	\$	500.00 each
Petrographic Examination of Concrete.....	\$	1,500.00 each
Compressive Strength of 2-inch Mortar or Grout Cube.....	\$	25.00 each
Compressive Strength of 3x6-inch Grout Prism.....	\$	30.00 each
Compressive Strength of CMU (minimum of three).....	\$	75.00 each
Dimensions, Density, Absorption, and Net Area of CMU (minimum of three).....	\$	92.50 each
Compressive Strength of CMU Prism, Hollow.....	\$	130.00 each

STRUCTURAL STEEL

Nondestructive Testing (NDT) Technician, Equipment, and Materials.....		by quote
Skidmore-Wilhelm Bolt Tension Measurement Device.....	\$	150.00 /day
Anchor Bolt Load Testing Equipment.....	\$	100.00 /day

FIREPROOFING

Density of Sprayed Fire-Resistive Materials.....	\$	30.00 each
Cohesion/Adhesion of Sprayed Fire-Resistive Materials.....	\$	5.00 each
Intumescent Fireproofing Thickness Gauge.....	\$	100.00 /day

CROCKETT

GEOTECHNICAL - TESTING LAB

2022 FEE SCHEDULE (continued)

AGGREGATES AND SOILS

Unit Weight of Aggregate.....	\$	100.00	each
Organic Impurities in Fine Aggregates.....	\$	65.00	each
Specific Gravity and Absorption of Coarse or Fine Aggregate.....	\$	135.00	each
Deleterious Content of Aggregates (MoDOT TM 71).....	\$	135.00	each
Soundness of Aggregates, Sodium Sulfate or Magnesium Sulfate.....	\$	455.00	each
Lightweight Particles in Aggregate.....	\$	175.00	each
Abrasion of Coarse Aggregate.....	\$	300.00	each
Clay Lumps and Friable Particles in Aggregates.....	\$	75.00	each
Uncompacted Void Content of Fine Aggregate.....			by quote
Sand Equivalent of Soils and Fine Aggregate.....			by quote
Flat, Elongated, or Flat and Elongated Particles in Coarse Aggregate.....			by quote
Percentage of Fractured Particles in Coarse Aggregate.....			by quote
Materials Finer Than No. 200 Sieve in Aggregates or Soils by Washing.....	\$	65.00	each
Sieve Analysis of Fine and Coarse Aggregates.....	\$	100.00	each
Moisture Content of Aggregate or Soil (by oven).....	\$	20.00	each
Standard Proctor.....	\$	200.00	each
Standard Proctor, treated.....	\$	265.00	each
Modified Proctor.....	\$	230.00	each
Correction for Oversize Particles.....	\$	35.00	each
Atterberg Limits (One-Point Method).....	\$	85.00	each
Atterberg Limits (One-Point Method), Dry Preparation.....	\$	135.00	each
California Bearing Ratio (CBR), per point.....	\$	265.00	each
Particle-Size Analysis of Soils (hydrometer).....	\$	135.00	each
Particle-Size Analysis of Soils (sieve and hydrometer).....	\$	200.00	each
USCS or AASHTO Classification of Soils and Soil-Aggregate Mixtures.....	\$	20.00	each
Density of Soil (Shelby tube specimen).....	\$	20.00	each
Unconfined Compressive Strength of Soils (with stress/strain curve).....	\$	50.00	each
Unconfined Compressive Strength of Soils (no stress/strain curve).....	\$	35.00	each
Compressive Strength of Rock Core.....	\$	65.00	each
Organic Content of Soils (by heating).....	\$	65.00	each
One-Dimensional Swell or Collapse of Soils (single pressure).....	\$	200.00	each
Hydraulic Conductivity (Permeability) of Soils.....			by quote
Amended Soil Mix Design.....			by quote

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 5th day of April, 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 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, 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

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 Shawn Leight
SHAWN LEIGHT

Title VICE PRESIDENT

Dated: JAN 27, 2022

BOONE COUNTY, MISSOURI

By David K. Clark
Presiding Commissioner

Dated: 4.5.2022

APPROVED AS TO FORM:

J. Adams
County Attorney

ATTEST:

Buanna L. Lannon
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 E. Kirkford 3/21/22
Auditor by Date



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 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	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	
Water Resources	

Reviewed by: Jm





2022 FEE SCHEDULE*
For Contracted Services

<u>Classification</u>		<u>Hourly Rate</u>
Sr. Principal		\$225.00
Principal		\$200.00
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
Senior Planner	Level I	\$165.00
Project Engineer	Level V	\$165.00
Project Engineer	Level IV	\$160.00
Project Engineer	Level III	\$155.00
Project Engineer	Level II	\$150.00
Project Engineer	Level I	\$145.00
Project Planner	Level I	\$140.00
Staff Engineer	Level IV	\$130.00
Staff Engineer	Level III	\$125.00
Staff Engineer	Level II	\$120.00
Staff Engineer	Level I	\$115.00
Staff Planner	Level I	\$115.00
Jr. Engineer		\$95.00
Senior CADD Designer		\$100.00
CADD Tech	Level III	\$95.00
CADD Tech	Level II	\$85.00
CADD Tech	Level I	\$80.00
Construction Inspector		\$90.00
Field Tech	Level II	\$90.00
Field Tech	Level I	\$70.00
Senior 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, 2022
 Rates subject to change January 1 of each calendar year.

157-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term 20

In the County Commission of said county, on the 5th day of April 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 K-9 Training Agreement between Boone County and the following:

- City of Sedalia

The terms of the Agreement are set out in the attached. The Presiding Commissioner is authorized to sign said Agreement.

Done this 5th day of April 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

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 22 day of Feb, 2022 is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and City of Sedalia Police Department, Missouri (Agency):

WHEREAS, BCSO can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 14th day of February, 2022, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this

Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: SEDALIA POLICE DEPT

By: *Kevin L. Shaw*

Printed Name: KELVIN L. SHAW

Dated: 2/23/22

ATTEST:

Arlene Silvey MPCC

BOONE COUNTY, MISSOURI

By: *Daniel K. Atwill*

Daniel K. Atwill, Presiding Commissioner

Dated: 4.5.2022

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED - BCSO:

Dwayne Carey
Dwayne Carey, Sheriff

APPROVED AS TO FORM:

C.J. Dykhouse
C.J. Dykhouse, Boone County Counselor

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 Pitchford by jg 03/23/2022
Auditor Date

Revenue 2570-3569

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 02 01 22

Printed Name of Participant

JOHN HAMMONS
