

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the

22nd

day of

December

20 22

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

Now on this day, the County Commission of the County of Boone does hereby appoint the Director of Joint Communications to serve as Interim Director of Emergency Management until the hiring process for the Director of Emergency Management is complete.

Done this 22nd day of December 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

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STATE OF MISSOURI

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In the County Commission of said county, on the 22nd day of December 20 22

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

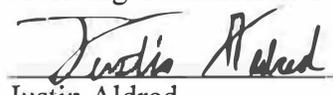
Now on this day, the County Commission of the County of Boone does hereby approve the Engineering Consultant Services Agreement with Howe Company, LLC to provide Construction Engineering (CE) services for the Ben Williams Road over Tributary to Gans Creek Bridge Project, MoDOT Project BRO-R010(020).

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

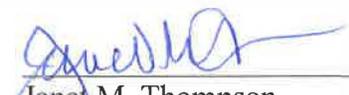
Done this 22nd day of December 2022.



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

SPONSOR: Boone County, Missouri
LOCATION: Bridge No. 3500021
PROJECT: BRO-R010(20)

THIS CONTRACT is between the *County of Boone, Missouri*, hereinafter referred to as the "Local Agency", and *Howe Company, LLC, 804 E. Patton Street, Macon, MO 63552*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Highway Bridge Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *replace bridge 3500002* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the construction observation, concrete testing, and contract administration of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM</u> <u>NAME,</u> <u>STREET AND</u> <u>COMPLETE</u> <u>MAILING</u> <u>ADDRESS</u>	<u>TYPE OF</u> <u>DBE</u> <u>SERVICE</u>	<u>TOTAL \$</u> <u>VALUE OF</u> <u>THE DBE</u> <u>SUBCONTRACT</u>	<u>CONTRACT</u> <u>\$ AMOUNT</u> <u>TO APPLY</u> <u>TO TOTAL</u> <u>DBE GOAL</u>	<u>PERCENTAGE</u> <u>OF</u> <u>SUBCONTRACT</u> <u>DOLLAR VALUE</u> <u>APPLICABLE TO</u> <u>TOTAL GOAL</u>
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NA

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work as soon as MoDOT obligates funds for construction phase. The general phases of work will be completed in accordance with the following schedule:

- A. This line not used.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI - STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. This paragraph not used.

- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$4,824.02, with a ceiling established for said inspection services in the amount of \$40,000.00, which shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount estimated at 163.14% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 3. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 4. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted monthly. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Engineer Name	Address	Services
None		

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

(A) The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of

the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

(B) Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Engineer shall remain liable to the Local Agency for any damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or stopped by final payment under this Agreement.

(D) The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

(E) Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will decide all questions which may arise concerning the project that are within their jurisdiction and do not require approval from the MoDOT and/or FHWA. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR DAMAGES AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all damages and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

Howe Company, LLC represents that it maintains general liability, property damage, and professional liability insurance, and the Howe Company, LLC employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 14th day of December, 2022.

Executed by the County this 22nd day of December, 2022.

FOR: BOONE COUNTY, MISSOURI
County Commission

BY: *[Signature]*
Presiding Commissioner

ATTEST: *[Signature]*
County Clerk

APPROVED AS
TO LEGAL FORM
[Signature]
DATE: 12/14/22

FOR: HOWE COMPANY, LLC

BY: *[Signature]*
Manager of LLC / Owner

ATTEST: *[Signature]*

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature] 12-19-22 2041-71106
COUNTY ACCOUNTING OFFICER
COUNTY AUDITOR - 1st and 2nd Class Counties
COUNTY CLERK - 3rd and 4th Class Counties

ATTACHMENT A

Project Description

ARTICLE I - SCOPE OF SERVICES

- A. **DESIGN PHASE – NOT USED.**
- B. **BIDDING PHASE - NOT USED.**
- C. **CONSTRUCTION PHASE** - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The Engineer is not responsible for job site safety. Engineer's services will include more specifically as follows:
1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
 2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. It is contemplated that structure layout will be accomplished by the contractor with input from the Engineer. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
 3. review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the

Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received;

4. recommend non-payment for work that does not substantially conform to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and coordinate the proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. visually inspect materials delivered to the site, review material certifications furnished by Contractor, sample concrete, make compression specimens, perform testing for slump and air content, and perform compression testing of concrete specimens. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. driving of piles;
 - c. checking of reinforcing steel prior to concrete placement;
 - d. concrete placement;
 - e. placement of girders; and
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide construction record plans for the Local Agency's records;
11. Perform wage rate interviews with the contractor employees every 2 weeks during construction.
12. Review contractors' certified payroll and compare to contract wage rates.
13. Perform the commercially useful function interviews with the contractors' DBE sub-contractors.
14. Prepare progress invoices for the construction phase of the project;

EXCLUDED SERVICES

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

- 1) Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo. Dept. of Conservation, U.S. Fish & Wildlife, or the FHWA.
- 2) Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
- 3) The design, development, coordination of wetland mitigation plans, reports, etc.
- 4) Appraisals, appraisal reviews, legal services, testimony and related preparation, and negotiation assistance required for buying right of way or condemnation.
- 5) Surveying, staking, re-design efforts, etc. to avoid conflict with a utility after preliminary plans have been approved.
- 6) Design of utility relocations required for utility agreements.
- 7) Testing of compaction & moisture for embankment, base, and pavement.
- 8) Preparation and submittal of documentation to support the use of In-Kind work by County forces.
- 9) Efforts to mitigate adverse affects on archeological sites which may be identified in the project area. This includes all work required to develop and satisfy a Memorandum of Agreement between SHPO, FHWA, MoDOT, etc., the need for Archeological Reports.
- 10) Efforts for mitigation of adverse affects to existing bridge if required by the State Historic Preservation Office. This includes preparation and administration of a Memorandum of Agreement, preparation of advertisements for the old bridge, and research & assembly of historical information.
- 11) Daily site visits during non-critical construction operations for the purpose of collecting information for daily diaries.

Boone County Bridge No. 35000021

BRO-B010(20)

ATTACHMENT B
ESTIMATE OF COST

DESIGN PHASE

Surveying / Easement Review

Professional Land Surveyor II

Hours	Salaried Hourly Rate	Cost
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0	\$ 40.00	\$ -
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Preliminary Design

Principal-Professional Engineer IV

Professional Engineer I

Senior Engineering Technician

Engineering Technician II

Engineering Technician

Admin. Tech

0	\$58.00	\$ -
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0	\$38.00	\$ -
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0	\$37.00	\$ -
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0	\$28.00	\$ -
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0	\$25.00	\$ -
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0	\$25.00	\$ -
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Final Design

Principal-Professional Engineer IV

Professional Engineer I

Senior Engineering Technician

Engineering Technician II

Engineering Technician

Admin. Tech

0	\$58.00	\$ -
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0	\$38.00	\$ -
---	---------	------

0	\$37.00	\$ -
---	---------	------

0	\$28.00	\$ -
---	---------	------

0	\$25.00	\$ -
---	---------	------

0	\$25.00	\$ -
---	---------	------

Sub-Total

0	\$	\$ -
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MoDOT Overhead Rate

163.14% x Sub-Total)

\$ -

TOTAL LABOR & OVERHEAD

\$ -

Fixed Fee

(14.50% X TOTAL LABOR & OVERHEAD)

\$ -

TOTAL LABOR, OVERHEAD & FIXED FEE

\$ -

Other Direct Costs

Travel,

0 Trips @

0 miles x

\$ 0.580

\$ -

Hotel / meals

\$ -

Printing & Postage

\$ -

Subcontract Pass-Through Costs			\$ -
Soil Borings & Geotech Report			\$ -
Title Work -Abstract Company	estimated at		\$ -
Asbestos & Lead Inspection & Testing			\$ -
SUB-TOTAL DIRECT COSTS			\$ -
TOTAL FOR DESIGN PHASE			\$ -

CONSTRUCTION PHASE

Construction Observation & Contract Administration

Principal-Professional Engineer IV	25	\$66.00	\$ 1,650.00
Professional Engineer II	25	\$40.00	\$ 1,000.00
Engineer	25	\$41.00	\$ 1,025.00
Engineering Technician II	0	\$32.00	\$ -
Engineering Technician	50	\$30.00	\$ 1,500.00
Admin. Tech	56	\$29.00	\$ 1,624.00
Construction Observer	200	\$25.00	\$ 5,000.00
Land Surveyor	10	\$40.00	\$ 400.00
Sub-Total	391		\$ 12,199.00

MoDOT Overhead Rate 172.72% x Sub-Total) \$ 21,070.11

TOTAL LABOR & OVERHEAD \$ 33,269.11

Fixed Fee (14.50% X TOTAL LABOR & OVERHEAD) \$ 4,824.02

TOTAL LABOR, OVERHEAD & FIXED FEE \$ 38,093.13

Other Direct Costs

Travel, 15 Trips @ 125 miles x \$ 0.625	\$ 1,171.88
Printing fees & Postage	\$ 34.99
Lab Testing Fees 20 Cylinders @ \$ 35.00	\$ 700.00

SUB-TOTAL DIRECT COSTS \$ 1,906.87

TOTAL FOR CONSTRUCTION PHASE \$ 40,000.00

August 25, 2022

Chris Howe
Howe Company, LLC
804 E Patton St.
Macon, MO 63552

Dear Mr. Howe:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Howe Company, LLC will be added to the Consultant Prequalification List. To view this list, go to www.modot.gov scroll down to Partner with MoDOT– select Consultant Resources – select Consultant Prequalification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended 2021. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	172.72%
Home Office Rate with PPP adjustment	142.70%

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,

Sandra Riley

Sandra Riley
Senior Auditor
Audits and Investigations

cc: Keith Jennings-de



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-procurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. **Verification of DBE Participation:** Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. **Documentation of Good Faith Efforts to Meet the DBE Goal:** The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in sub-consulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Engineers
Local Federal-aid Transportation Projects

Firm Name (Engineer): HOWE COMPANY, LLC.

Project Owner (LPA): BOONE COUNTY

Project Name: BOONE COUNTY BRIDGE NO. 35000021

Project Number: BRO-B010(20)

As the LPA and/or Consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

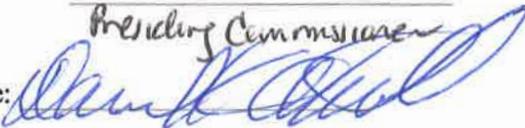
- No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA
- Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

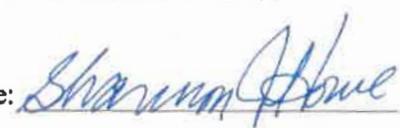
LPA – Boone County

Consultant – Howe Company, LLC

Printed Name: Daniel K. Howd

Printed Name: Shannon J. Howe

Signature: 

Signature: 

Date: December 22, 2022

Date: December 14, 2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 22nd day of December 20 22

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

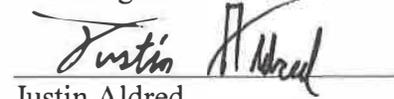
Now on this day, the County Commission of the County of Boone does hereby adopt the attached Resolution for the City of Columbia and Boone County to Cooperatively Evaluate the Richland Road Corridor and Determine Future Improvements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Resolution.

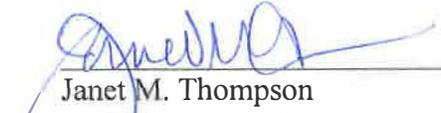
Done this 22nd day of December 2022.

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

**Resolution for City of Columbia and Boone County to
Cooperatively Evaluate the Richland Road Corridor and
Determine Future Improvements**

Whereas, the governing bodies of the City of Columbia (City) and Boone County (County) believe that the community at large benefits from mutual planning for growth and development; and

Whereas, the Richland Road Corridor (Corridor) has the potential of being an important east-west connection for travel and trade and a vital transportation link between Stadium Boulevard and Interstate 70; and

Whereas, the City and County jointly developed and separately adopted the East Area Plan that includes the corridor; and

Whereas, in the East Area Plan, under the Goal of "Utilize infrastructure as a guide for desired growth", the first Objective is to "Ensure infrastructure is in place prior to development"; and

Whereas, growth and development has occurred and continues to occur along the Corridor in a fragmented manner both within the City's municipal boundary and within the County; and

Whereas, the improvement of the Corridor through the City and County could promote economic development for the City and County and improve the safety for residents traveling the corridor; and

Whereas, the City and County desire to have a coordinated approach to the construction of necessary public infrastructure to serve future development along the Corridor; and

Whereas, the City and County desire to investigate the feasibility of improving the Corridor and are willing to fund the study and any associated administrative expenses; and

Whereas, the City and County desire to explore options for fairly allocating the costs of such improvements between the City, County, and development creating additional traffic within the Corridor; and

Whereas, it may be necessary to employ an engineering firm to conduct a study to survey the feasibility of improving the Corridor.

NOW, THEREFORE, the City and County agree as follows:

1. The City and County will conduct a study to analyze traffic flow and proposed improvements to Richland Road. The general scope of the study includes the following: traffic forecast analysis for 10 years and 20 years; access management options; analysis and/or development of design

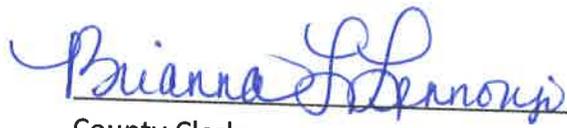
parameters; in a manner so as to supplement a future comprehensive update to the East Area Plan.

2. The study will be conducted by an engineering consultant to be agreed upon by the City and County.

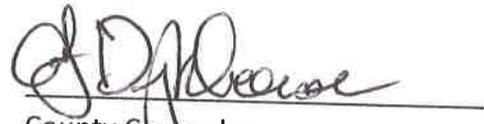
BOONE COUNTY, MISSOURI
Through Its County Commission

By: 
Presiding Commissioner

ATTEST:


County Clerk

FORM APPROVED:


County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 22nd day of December 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: Engineering Surveys and Services, LLC; Howe Company, LLC; Midwest Engineering Group, LLC; PW Architects, Inc. & SOA Inc.

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

Done this 22nd day of December 2022.

ATTEST:



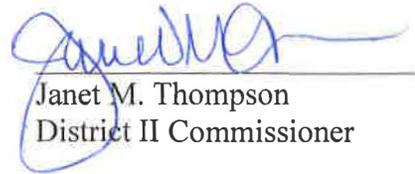
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 23rd day of December, 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 Engineering Surveys and Services, LLC (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2023 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2023. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENGINEERING SURVEYS AND SERVICES, LLC BOONE COUNTY, MISSOURI

By Thom A. Kammann

By David K. Clark

Presiding Commissioner

Title President

Dated: 9 December 2022

Dated: 12/22/2022

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

CERTIFICATION:

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

Jane Pitchford by [Signature] 12-14-22
Auditor Date

No encumbrance
Required



Engineering Surveys and Services LLC

2023 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 *	<input type="checkbox"/>
Bridge Design *	<input type="checkbox"/>
Civil Engineering	<input checked="" type="checkbox"/>
Construction Management	<input checked="" type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>
Geotechnical Engineering	<input checked="" type="checkbox"/>
Lab Testing	<input checked="" type="checkbox"/>
Mechanical Engineering	<input type="checkbox"/>
Planning **	<input checked="" type="checkbox"/>
Structural Engineering	<input type="checkbox"/>
Surveying	<input checked="" type="checkbox"/>
Traffic *	<input checked="" type="checkbox"/>
Transportation	<input checked="" type="checkbox"/>
Acoustical	<input type="checkbox"/>
Building Enclosure Consulting *	<input checked="" type="checkbox"/>
Control System Integration	<input type="checkbox"/>
Design/Build	<input checked="" type="checkbox"/>
Environmental	<input checked="" type="checkbox"/>
Forensic	<input type="checkbox"/>
GIS	<input type="checkbox"/>
Industrial *	<input type="checkbox"/>
Interior Design	<input type="checkbox"/>
Landscape Architecture *	<input checked="" type="checkbox"/>
Natural Gas	<input type="checkbox"/>
Photogrammetry **	<input checked="" type="checkbox"/>
Telecommunications	<input type="checkbox"/>
Water Resources	<input checked="" type="checkbox"/>

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

** Typical **Planning** services include site evaluation & layout, municipal infrastructure, construction materials quality assurance, etc. Additional services related to **Photogrammetry** provided by ES&S include UAS and 3D scanning data collection.

Reviewed by: JM





**Professional Services
Hourly Fee Schedule**

January 1, 2023

SERVICE OF:	RATE:
Principal	\$ 165 / hour
Senior Professional Engineer	\$ 154 / Hour
Professional Engineer	\$ 142 / hour
Engineer Intern	\$ 99 / hour
Professional Land Surveyor	\$ 142 / hour
Survey Project Manager	\$ 99 / hour
Senior Design Technician	\$ 89 / hour
Technician (Survey or CAD)	\$ 75 / hour
Concrete Technician	\$ 60 / hour
Soils Technician	\$ 67 / hour
Special Inspector	\$ 89 / hour
AWS Certified Weld Inspector (Senior)	\$ 126 / hour
AWS Certified Weld Inspector	\$ 94 / hour
Chemist	\$ 78 / hour
Administrative Assistant	\$ 67 / hour
Laser Scanning Equipment	By Quote
UAS (Drone) w/ pilot	\$ 157 / hour
Survey - Stakes	\$ 0.30 / each
Survey – Iron Pins	\$ 3.50 / each
Survey – Fence Posts	\$ 7 / each
Drill Rig and other equipment	By Quote
Large Format Copies	\$ 4.00 / each
Photocopies -	
8 ½" x 11" single-sided, black & white	\$ 0.30 / each
8 ½" x 11" single-sided, color	\$ 0.60 / each
11" x 17" single-sided, black & white	\$ 2.00 / each
Travel	\$ 0.70 / mile
Per Diem	\$ 30 / day
Lodging	Cost

NOTES:

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



Analytical Laboratory Fee Schedule

January 1, 2023

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

Wastewater and Water Analysis

	Unit Price
Biochemical Oxygen Demand (5-day BOD)	\$ 44.00
Chemical Oxygen Demand (COD)	\$ 41.00
Fecal Coliform Bacteria	\$ 32.00
E. Coli	\$ 31.00
Total Coliform Bacteria	\$ 106.00
Dissolved Oxygen (DO)	\$ 13.00
Hydrogen Sulfide	\$ 13.00
Total Solids (Residue/Matter)	\$ 15.00
Total Filterable (Dissolved)	\$ 16.00
Total Nonfilterable (Suspended)	\$ 17.00
Total Volatile Solids	\$ 16.00
Settleable Solids	\$ 15.00
pH	\$ 9.00
Acidity	\$ 13.00
Alkalinity	\$ 13.00
Bicarbonate Alkalinity	\$ 13.00
Carbonate Alkalinity	\$ 13.00
Phenolphthalein Alkalinity	\$ 13.00
Carbonate Hardness	\$ 22.00
Noncarbonate Hardness	\$ 23.00
Conductivity	\$ 10.00
Grease & Oil	\$ 43.00
Grease & Oil, Soxhlet	\$ 75.00
Turbidity	\$ 13.00
Specific Gravity	\$ 15.00
"NO DISCHARGE" NPDES Report	\$ 53.00
Sample Preparation when Required (Two Hour Minimum)	Hourly



Materials Laboratory Testing Fee Schedule

January 1, 2023

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

Concrete

Cast Specimen	Cylinder - Compressive Strength (6 x 12)	\$ 16.50 / ea.
	Cylinder - Compressive Strength (4 x 8)	\$ 15.00 / ea.
	Concrete Beam - Flexural Strength	\$ 49.00 / ea.
	Mortar Cube - Compressive Strength	\$ 22.00 / ea.
	Grout/Prism - Compressive Strength	\$ 24.00 / ea.
	Cylinder - Compressive Strength Cast by Others	\$ 22.00 / ea.
	Cylinder Held (spare)	\$ 5.00 / ea.
	Cylinder Mold	\$ 2.00 / ea.
	Mix Design (single point)	\$ 750.00 / ea.
	Mix Design (three point)	\$ 1,500.00 / ea.
	Mix Design (single point FAA)	\$ 1000.00 / ea.
	Mix Design (three point FAA)	\$ 2,150.00 / ea.
	Chloride Ion Content (ASTM C 1218)	\$ 200.00 / ea.
	Cylinder Pickup Made by Others	\$ Hourly
Slump, Air, Cylinders	\$ Hourly	
Cores	Core Drilling and Testing	\$ Hourly
	Concrete/Asphalt Core Drill	\$ 185.00 / day
	Generator	\$ 100.00 / day
	Special Handling of Cores or Irregular Size Specimens	\$ 36.00 / ea.

Asphalt

	Core Density	\$ 42.00 / ea.
	Extraction Test for Oil	\$ 230.00 / ea.
	Sieve Analysis of Extracted Agg. & Extraction Test for Oil	\$ 330.00 / ea.

Structural Steel

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



MRBCA Analysis

**MRBCA Volatiles – List 1
EPA Method 5035/8260B**

Soil \$300.00	Water \$300.00
Benzene	
Toluene	
Ethylbenzene	
Xylenes (mixed)	
Ethylene Dibromide (EDB)	
Ethylene Dichloride (EDC)	
Methyl-tert-butyl-ether (MTBE)	
TPH-GRO	
Tertiary-amyl-methyl-ether (TAME)	
Tertiary-butyl- alcohol (TBA)	
Ethyl-tert-butyl-ether (ETBE)	
Di-isopropyl ether (DIPE)	

Surrogates

Dibromofluoromethane
Toluene – d8
Bromofluorobenzene

**MRBCA Volatiles – List 2 (Water Only)
EPA Method 8015**

Water \$94.00
Ethanol
Methanol

**MRBCA Metals
EPA Method 6010B/6020**

Soil \$116.00	Water \$110
Arsenic	Chromium (VI)
Barium	Lead
Cadmium (III)	Selenium Chromium

**MRBCA Semivolatiles – List 2 (PAH)
EPA Method 8270**

Soil \$550.00	Water \$550.00
Acenaphthene	
Anthracene	
Benzo(a)anthracene	
Benzo(a)pyrene	
Benzo(b)fluoranthene	
Benzo(k)fluoranthene	
Chrysene	
Dibenzo(a,h)anthracene	
Fluoranthene	
Fluorene	
Naphthalene	
Pyrene	

Surrogates

Nitrobenzene – d5
2 - Fluorobiphenyl
p – Terphenyl – d14

**MRBCA Semivolatiles – List 1 (TPH)
EPA Method 8270C**

Soil \$97.00	Water \$88.00
TPH-DRO	
TPH-ORO	

TERRA Core Sampling Kit

\$14.00 each

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 22nd day of December, 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 Howe Company, 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, 2023 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2023. 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.

HOWE COMPANY, LLC

By *Shannon Howe*

Title *owner / manager*

Dated: *November 14, 2022*

BOONE COUNTY, MISSOURI

By *[Signature]*

Presiding Commissioner

Dated: *12/22/2022*

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Bianna L. Lennox
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.

Jane Pitchford by [Signature] *12-14-22*
Auditor Date

No encumbrance required



Howe Company LLC

2023 Discipline List

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

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

Reviewed by: dm



**HOURLY RATE FOR
PROFESSIONAL SERVICES**

2023

DESCRIPTON	HOURLY RATE
ENGINEER	\$130.00
PROFESSIONAL ENGINEER I	\$140.00
PROFESSIONAL ENGINEER II	\$150.00
PROFESSIONAL ENGINEER III	\$165.00
PROFESSIONAL ENGINEER IV	\$180.00
PROFESSIONAL ENGINEER V	\$190.00
PROFESSIONAL ENGINEER VI	\$200.00
STRUCTURAL ENGINEER I	\$170.00
STRUCTURAL ENGINEER II	\$185.00
STRUCTURAL ENGINEER III	\$200.00
SURVEY PARTY CHIEF II	\$150.00
SURVEY PARTY CHIEF I	\$145.00
LICENSED SURVEYOR-IN-TRAINING	\$125.00
PROFESSIONAL LAND SURVEYOR I	\$155.00
PROFESSIONAL LAND SURVEYOR II	\$155.00
ADMINISTRATIVE TECHNICIAN	\$80.00
ENGINEERING TECHNICIAN	\$95.00
ENGINEERING TECHNICIAN I	\$110.00
ENGINEERING TECHNICIAN II	\$120.00
ENGINEERING TECHNICIAN III	\$130.00
ENGINEERING TECHNICIAN IV	\$140.00
SENIOR ENGINEERING TECHNICIAN	\$160.00
CONSTRUCTION OBSERVER I	\$95.00
CONSTRUCTION OBSERVER II	\$105.00
CONSTRUCTION OBSERVER III	\$125.00
TECHNICIAN	\$75.00

Specialized services will be billed on a case-by-case basis

**ALL DIRECT JOB EXPENSES AND MATERIALS OTHER THAN NORMAL OFFICE SUPPLIES
WILL BE BILLED AT ACTUAL COST PLUS 10%**

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 22nd day of December, 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 Midwest Engineering Group, LLC (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2023 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2023. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

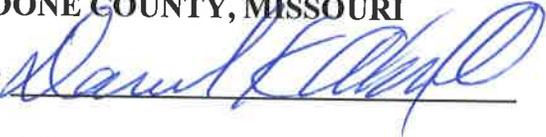
MIDWEST ENGINEERING GROUP, LLC

By 

Title Project Engineer

Dated: 12/2/2022

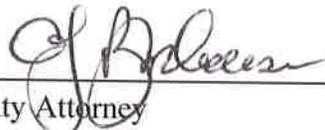
BOONE COUNTY, MISSOURI

By 

Presiding Commissioner

Dated: 12/22/2022

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management

Discipline List



Midwest Engineering Group, LLC

2023 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	Via Subcontractor
Bridge Design	X
Civil Engineering	X
Construction Management	X
Electrical Engineering	
Geotechnical Engineering	Via Subcontractor
Lab Testing	
Mechanical Engineering	
Planning	X
Structural Engineering	X
Surveying	Via Subcontractor
Traffic	
Transportation	X
Acoustical	
Building Enclosure Consulting	Via Subcontractor
Control System Integration	
Design/Build	X
Environmental	X
Forensic	
GIS	X
Industrial	X
Interior Design	
Landscape Architecture	
Natural Gas	X
Photogrammetry	
Telecommunications	
Water Resources	X

Reviewed by: *[Signature]*

Hourly Rate Schedule

Project or Construction Manager

PM6	\$	200.00
PM5	\$	180.00
PM4	\$	150.00
PM3	\$	135.00
PM2	\$	125.00
PM1	\$	105.00

Engineer, Designer, or Planner

E6	\$	210.00
E5	\$	200.00
E4	\$	175.00
E3	\$	140.00
E2	\$	115.00
E1	\$	105.00

Construction Observer or

T6	\$	120.00
T5	\$	115.00
T4	\$	110.00
T3	\$	95.00
T2	\$	90.00
T1	\$	75.00

Administrative Staff/Clerical

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

Passenger Car, Truck Mileage

PMILE Based on Federal Guidelines

Survey Crew

S3 (3 man crew)	\$	210.00
S2 (2 man crew)	\$	160.00
S1 (1 man crew)	\$	105.00

Expenses

EXPENSES Cost + 10% unless otherwise noted

Per Diem

PERD Based on Federal Guidelines
Per Location or Agreed to Rate

Revised 7/1/22

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 22nd day of December, 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 PW Architects, Inc (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2023 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2023. 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.

PW ARCHITECTS, INC

By



Title VICB - PRESIDENT

Dated:

12/02/2022

BOONE COUNTY, MISSOURI

By



Presiding Commissioner

Dated:

12/22/2022

APPROVED AS TO FORM:

County Attorney



ATTEST:

County Clerk



APPROVED:

Director, Boone County Resource Management



CERTIFICATION:

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

Jane Pitchford by SA 12-14-22
Auditor Date

No encumbrance
Required

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

County of Boone)
)ss
State of Missouri)

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

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

 12/02/2022
Affiant Date

ERIK MILLER
Printed Name

Subscribed and sworn to before me this 2nd day of December, 2022.


Notary Public



DISCIPLINES



PW Architects, Inc

2023 Discipline List

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

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

Not the kind of planning we do.

Reviewed by: 



2120 Forum Blvd., Ste. 101
Columbia, Missouri 65203
Phone: (573) 449-2683
Fax: (573) 442-6213
www.PWAarchitects.com

PWA HOURLY RATE SCHEDULE

as of January 2023

PRINCIPAL	\$215.00
PROJECT MANAGER	\$160.00
ARCHITECT IV	\$140.00
ARCHITECT III	\$125.00
ARCHITECT II	\$110.00
ARCHITECTURAL DESIGNER	\$110.00
INTERIOR DESIGNER	\$110.00
ARCHITECT I	\$100.00
CAD TECHNICIAN	\$95.00
SR. ADMINISTRATIVE	\$80.00
ADMINISTRATIVE	\$65.00

The following expenses will be billed at our cost x 1.2: (sub)consultants, reproduction, out-of-town travel, photographs, renderings, and postage/shipping/delivery.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 22nd day of December, 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 SOA Inc (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2023 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2023. 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.

SOA INC

By [Signature]

Title PRESIDENT

Dated: 12/7/2022

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 12/22/2022

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.

Jane Pitchford by 12-14-22
Auditor Date

No encumbrance Required



SOA Inc

2022 Discipline List

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

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

Not the planning we are looking for

Reviewed by:



HOURLY RATES SCHEDULE – 2023

Effective January 1, 2023, through December 31, 2023

Senior Principal	\$200 per hour
Principal/Project Manager	\$190 per hour
Project Manager II	\$165 per hour
Project Manager I	\$150 per hour
Project Architect	\$150 per hour
Architect II	\$125 per hour
Architect I	\$120 per hour
Project Interior Designer	\$120 per hour
Design Professional III	\$120 per hour
Design Professional II	\$110 per hour
Design Professional I	\$100 per hour
Business Manager	\$125 per hour
Administrative Support	\$ 80 per hour
Undergraduate Student	\$ 55 per hour

REIMBURSABLE EXPENSES SCHEDULE - 2023

Effective January 1, 2023, through December 31, 2023

Travel	Current IRS mileage rate x 1.1 Other: 1.1 x direct cost
Mailing - Postage/Handling	1.1 x direct cost
International Long Distance Telephone	1.1 x direct cost
In-House Printing – Black & White	8 ½ x 11 = .15/sheet
In-House Printing – Color	8 ½ x 11 = .50/sheet
In-House Printing – Black & White – Large format	\$0.35/square foot
In-House Printing – Color – Large format	\$0.50/square foot
Outside Reproduction of Drawings, Specifications and Other Documents	1.1 x direct cost
Other Direct Items	1.1 x direct cost



Architecture
Interior Design
Planning
Sustainability

2801 Woodard Drive
Suite 103
Columbia, MO 65202
573.443.1407

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 22nd day of December 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 a reduction in the amount of \$76,199.99 of the Erosion and Sediment Control Letter of Credit and extension of the Stormwater Security Agreement and remaining \$89,451.34 of the Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc.

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

Done this 22nd day of December 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 Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
PHONE (573) 886-4330 FAX (573) 886-4340

BILL FLOREA, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

December 12, 2022

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President

Re: Central Bank of Boone County Letter of Credit No.: 0126516-0699
Dated: December 11, 2020
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

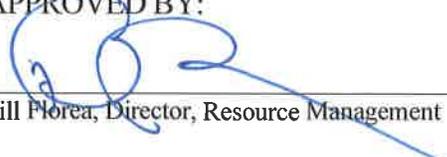
This certificate authorizes reduction in the amount of \$76,199.29 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$89,451.34.

BOONE COUNTY, MISSOURI

By:


Daniel K. Atwill, Presiding Commissioner

APPROVED BY:


Bill Florea, Director, Resource Management

Attest:


Brianna L. Lennon, Boone County Clerk

Commission Order: 593-2022

CENTRAL BANK OF BOONE COUNTY:

By:


Jaime Palmer, Assistant Vice President

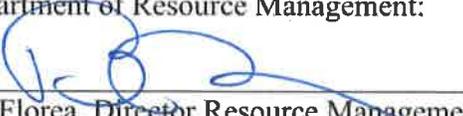
FRED OVERTON DEVELOPMENT INC.:

By:


Fred Overton, Owner

BOONE COUNTY:

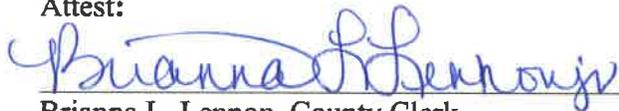
Department of Resource Management:


Bill Florea, Director Resource Management

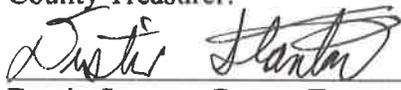
County Commission:


Dan Atwill, Presiding Commissioner

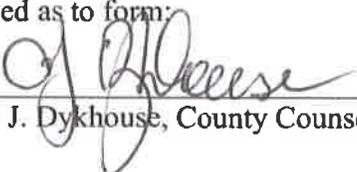
Attest:


Brianna L. Lennon, County Clerk

County Treasurer:


Dustin Stanton, County Treasurer

Approved as to form:


Charles J. Dykhouse, County Counselor

EXTENSION AGREEMENT

THIS AGREEMENT, effective December 11, 2022, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2022; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2023.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, with an expiration date of December 11, 2022, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2023.
3. The parties mutually agree to reduce the amount of the December 11, 2020 Letter of Credit from \$165,650.63 to \$89,451.34 in conjunction with the contemplated extension.
4. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
5. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

514 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

16th

day of

December

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the Extension of the Stormwater Security Agreement and erosion and sediment control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 16th day of December 2021.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT

THIS AGREEMENT, effective December 11, 2021, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat I, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2021; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2022.

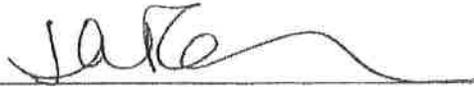
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, with an expiration date of December 11, 2021, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2022.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

CENTRAL BANK OF BOONE COUNTY:

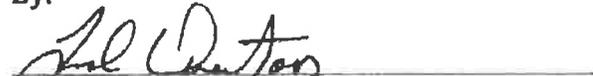
By:



Jaime Palmer, Assistant Vice President

FRED OVERTON DEVELOPMENT INC.:

By:


Fred Overton, Owner

BOONE COUNTY:

Department of Resource Management:


Bill Florea, Director Resource Management

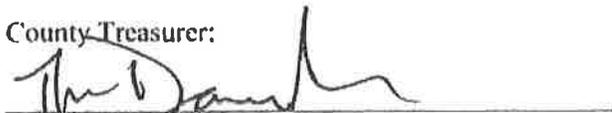
County Commission:


Dan Atwill, Presiding Commissioner

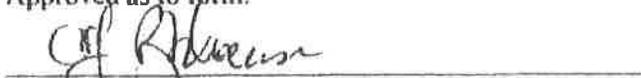
Attest:


Brianna L. Lennon, County Clerk

County Treasurer:


Tom Darrough, County Treasurer

Approved as to form:


Charles J. Dykhouse, County Counselor

596-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca. December Session of the October Adjourned Term. 20 20

In the County Commission of said county, on the 17th day of December 20 20
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 Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and Fred Overton Development, Inc. The terms of the agreement are stipulated in the attached security agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement

Done this 17th day of December 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: December 9, 2020

Developer/Owner Name: Fred Overton Development Inc.
Address: 2712 Chapel Wood View
Columbia, MO 65201

Development: Ravenwood Plat 1

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** -- The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** -- The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Ravenwood Plat 1. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on November 24, 2020.
3. **Time for Completion** -- The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 9th day of December 2020, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** -- To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$165,650.63, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

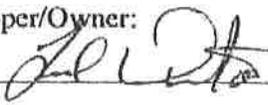
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 9, 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 9, 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: 

Printed Name: Fred Querton

Title: Pres.

BOONE COUNTY, MISSOURI:

Department of Resource Management


Bill Florea, Director Resource Management

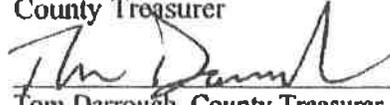
County Commission: 

Daniel K. Atwill, Presiding Commissioner

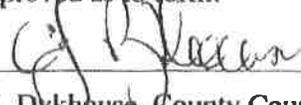
Attest:


Brianna L. Lennon, Boone County Clerk

County Treasurer


Tom Darrough, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor



IRREVOCABLE LETTER OF CREDIT
NO. 0126516-0699
DATE: December 11, 2020

Amount: \$165,650.63

County of Boone
Attn: Bill Florea, Director Resource Mgmt
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **Central Bank of Boone County** for the account of Fred Overton Development, Inc., herein Developer/Owner, up to an aggregate amount of \$165,650.63, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Central Bank of Boone County Letter of Credit #0126516-0699 Dated 12/11/20.**"

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 11, 2020, provided further that upon such expiration, either at December 11, 2021, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in



**Central Bank
of Boone County**

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: 
Jaime Palmer, Assistant Vice President



Central Bank of Boone County

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President

Re: **Central Bank of Boone County** Letter of Credit No.: 0126516-0699
Dated: 12/11/2020
In Favor of Boone County, Missouri on behalf of **Fred Overton Development, Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. 0126516-0699 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest

Bill Florea, Director Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____



**Central Bank
of Boone County**

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President

Re: **Central Bank of Boone County Letter of Credit No.: 0126516-0699**
Dated: 12/11/2020
In Favor of Boone County, Missouri on behalf of **Fred Overton Development, Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Planning & Building

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

594-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 22nd day of December 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 an extension of the Stormwater Security Agreement and Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc.

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

Done this 22nd day of December 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

EXTENSION AGREEMENT

THIS AGREEMENT, effective December 6, 2022, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County," and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 2, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 6, 2021, in the amount of \$72,586.41 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 6, 2022; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 6, 2023.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 6, 2021, in the amount of \$72,586.41, with an expiration date of December 6, 2022, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 6, 2021 Letter of Credit such that the new expiration date will be December 6, 2023.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

CENTRAL BANK OF BOONE COUNTY:

By:


Jaime Palmer, Assistant Vice President

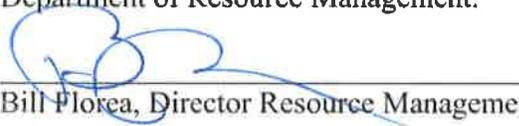
FRED OVERTON DEVELOPMENT INC.:

By:

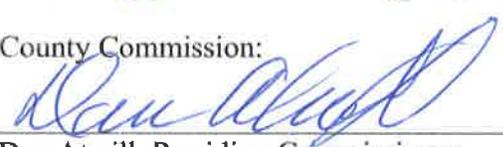

Fred Overton, Owner

BOONE COUNTY:

Department of Resource Management:


Bill Florea, Director Resource Management

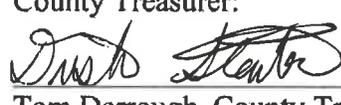
County Commission:


Dan Atwill, Presiding Commissioner

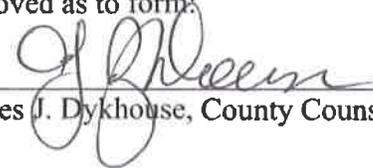
Attest:


Brianna L. Lennon, County Clerk

County Treasurer:


~~Tom Darrough~~, County Treasurer
Dustin Stanton

Approved as to form:


Charles J. Dykhouse, County Counselor

006 -2022

CERTIFIED COPY OF ORDER

January Session of the January Adjourned

22

STATE OF MISSOURI

} ea.

Term. 20

County of Boone

4th

January

22

In the County Commission of said county, on the

day of

20

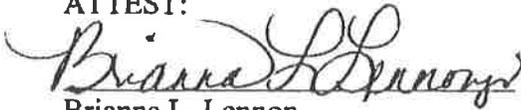
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and erosion and sediment control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development Inc.

The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

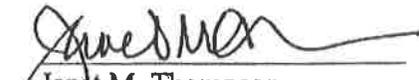
Done this 4th day of January 2022.

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

Stormwater Erosion and Sediment Control Security Agreement

Date: November 16, 2021

Developer/Owner Name: Fred Overton Development Inc.
Address: 2712 Chapel Wood View
Columbia, MO 65201

Development: Ravenwood Plat 2

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Ravenwood Plat 2. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on June 25, 2021.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 26th day of October 2022, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$72,586.41, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

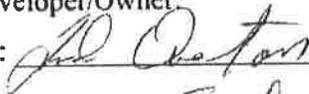
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to October 26, 2022, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on October 26, 2022, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: 

Printed Name: Fred Oration

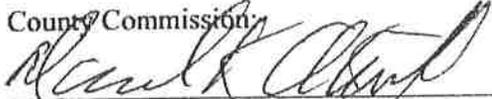
Title: Pres

BOONE COUNTY, MISSOURI:

Department of Resource Management


Bill Florea, Director Resource Management

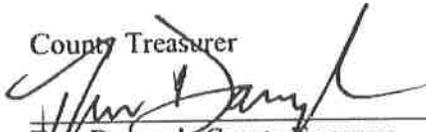
County Commissioner:


Daniel K. Atwill, Presiding Commissioner

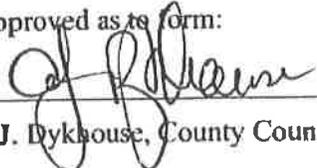
Attest:


Brianna L. Lennon, Boone County Clerk

County Treasurer


Tom Darrough, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor



Central Bank

IRREVOCABLE LETTER OF CREDIT

NO. 0126516-0899

DATE: December 6, 2021

Amount: \$72,586.41

County of Boone

Attn: Bill Florea, Director Resource Mgmt

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **The Central Trust Bank d/b/a Central Bank of Boone County** for the account of Fred Overton Development, Inc., herein Developer/Owner, up to an aggregate amount of \$72,586.41, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **The Central Trust Bank d/b/a Central Bank of Boone County** Letter of Credit #0126516-0899 Dated 12/6/2021."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 6, 2022, provided further that upon such expiration, either at December 6, 2022, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **The Central Trust Bank d/b/a Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.



Central Bank

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: 
Jaime Palmer, Assistant Vice President



Central Bank

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President

Re: **The Central Trust Bank d/b/a Central Bank of Boone County Letter
of Credit No.: 0126516-0899**
Dated: 12/6/2021
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **The Central Trust Bank d/b/a Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0126516-0899** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #_____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest

Bill Florea, Director Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____



Central Bank

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President

Re: **The Central Trust Bank d/b/a Central Bank of Boone County Letter of
Credit No.: 0126516-0899
Dated: 12/6/2021
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Planning & Building

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 22nd day of December 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 list of Surplus Disposal.

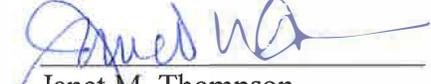
Done this 22nd day of December 2022.

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

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

SEP 30 2022

BOONE COUNTY
AUDITOR

Date: 09/29/2022

Fixed Asset Tag Number: N/A

Description of Asset: 5 Scissors, 1 Rotary Knife, 4 Knives, 2 Dough Hooks, 1 Fork, 2 Can/Bottle Openers

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Poor

Reason for Disposition: Dull, Rusted, Broken

Location of Asset and Desired Date for Removal to Storage: JJC asap

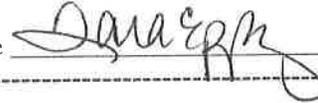
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 Tara Eppy

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

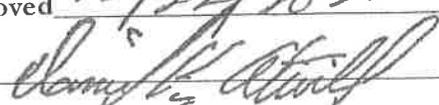
Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 595-7072

Date Approved 12/22/2022

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

SEP 30 2022

BOONE COUNTY
AUDITOR

Date: 09/29/2022

Fixed Asset Tag Number: N/A

Description of Asset: 1 Boxer, 1 Bed Sheet, 1 Sweatshirt

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Poor

Reason for Disposition: Torn to shreds

Location of Asset and Desired Date for Removal to Storage: JJC asap

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 Tara Eppy

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

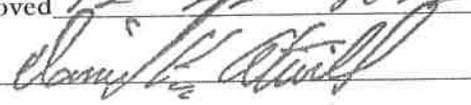
Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 595-2022

Date Approved 12-22-2022

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

SEP 30 2022

BOONE COUNTY
AUDITOR

Date: 09/29/2022

Fixed Asset Tag Number: N/A

Description of Asset: 2 Clear Plastic Salad Bowls, Egg Slicer, 3 Peelers, Knife Sharpener

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Poor

Reason for Disposition: Cracked, Missing Parts, Dull

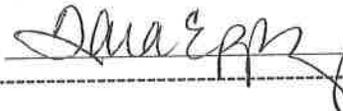
Location of Asset and Desired Date for Removal to Storage: JJC asap

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 Tara Eppy

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

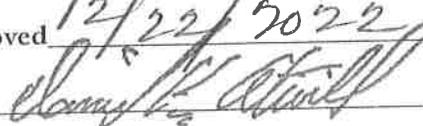
Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 595/7022

Date Approved 12/22/2022

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

SEP 30 2022

BOONE COUNTY
AUDITOR

Date: 09/29/2022

Fixed Asset Tag Number: N/A

Description of Asset: 8 Tennis Shoes and 16 Slides

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Various Colors and Styles

Condition of Asset: Poor

Reason for Disposition: Torn, Ripped, Holes, Worn

Location of Asset and Desired Date for Removal to Storage: JJC asap

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 Tara Eppy

Signature 

To be Completed by: AUDITOR

Original Acquisition Date N/A G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

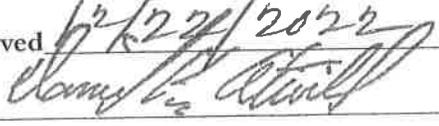
Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 595-2022

Date Approved 10/27/2022

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

SEP 14 2022

BOONE COUNTY
AUDITOR

Date: 09/14/2022

Fixed Asset Tag Number: N/A

Description of Asset: Ergonomic Natural Keyboard

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): 71305-545-3702162-10502

Condition of Asset: Poor

Reason for Disposition: Doesn't work anymore

Location of Asset and Desired Date for Removal to Storage: JJC asap

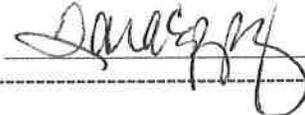
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 Tara Eppy

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 595-7022

Date Approved 12/22/2022

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 10/24/22

Fixed Asset Tag Number: N/A

Description of Asset: Large Dining Table with 4 chairs

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good

Reason for Disposition: Not needed/never used

Location of Asset and Desired Date for Removal to Storage: Community Services Department 10/25/22

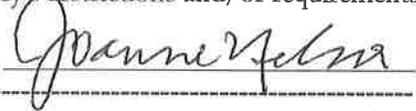
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Community Services

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature 

RECEIVED

OCT 25 2022

BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 10/24/22

Fixed Asset Tag Number: N/A

Description of Asset: Telephone

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good

Reason for Disposition: Not being used/old model

Location of Asset and Desired Date for Removal to Storage: Community Services Department 10/25/22

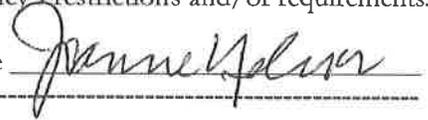
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Community Services

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

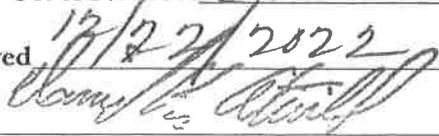
Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature 

RECEIVED

OCT 25 2022

BOONE COUNTY
AUDITOR

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 10/21/22

FIXED ASSET TAG NUMBER: 10831

DESCRIPTION: Hon task chair

REQUESTED MEANS OF DISPOSAL: surplus

OTHER INFORMATION: located in back area of Boone County Annex

CONDITION OF ASSET: fair -- chair is 26 years old

REASON FOR DISPOSITION: old and no longer needed

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: as soon as convenient

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

DEPARTMENT: 6100

SIGNATURE

Jody Moore

AUDITOR

ORIGINAL PURCHASE DATE 12/10/96

RECEIPT INTO 1190-3836 F

ORIGINAL COST 179.00

GRANT FUNDED (Y/N) _____

GRANT NAME _____

ORIGINAL FUNDING SOURCE 7731

% FUNDING _____

AGENCY _____

ASSET GROUP 1602

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 595-2022

DATE APPROVED 12/14/2022

SIGNATURE *[Signature]*

RECEIVED

OCT 25 2022

BOONE COUNTY
AUDITOR

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 10/21/22

FIXED ASSET TAG NUMBER: no tags

DESCRIPTION: Black task chair with headrest, green KI low back task chair, wooden conference room/waiting area chair with burgundy upholstery

REQUESTED MEANS OF DISPOSAL: surplus

OTHER INFORMATION: located in back area of Boone County Annex outside of the two office areas

CONDITION OF ASSET: fair

REASON FOR DISPOSITION: old and no longer needed

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: as soon as convenient

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 6100

SIGNATURE

Jody Moore

AUDITOR

ORIGINAL PURCHASE DATE

N/A

RECEIPT INTO

1190-3836 J

ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

COMMISSION ORDER NUMBER

595-2022

DATE APPROVED

12/22/2022

SIGNATURE

[Signature]

RECEIVED

OCT 25 2022

BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 10/28/2022

Fixed Asset Tag Number:

Description of Asset: Desk Chair

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: poor

Reason for Disposition: Seat is broken

Location of Asset and Desired Date for Removal to Storage: Barbie's office in Judges Offices

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1210 Court Operations

Signature

Cindy Lane

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature *[Signature]*

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NOV 01 2022

BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 10/28/2022

Fixed Asset Tag Number:

Description of Asset: Desk Chair

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: poor

Reason for Disposition: Seat is broken

Location of Asset and Desired Date for Removal to Storage: Treatment Court Center Building. Outside of Clayton VanNurden's office

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1210 Court Operations

Signature

Cindy Barrett

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 f

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature *[Signature]*

RECEIVED
NOV 01 2022
BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

CC COPY

Date: 10/17/2022

Fixed Asset Tag Number:

Description of Asset: 2 cubicle walls, tackboard, cubicle wall w/window, misc. cubicle assembly parts, misc. cubicle storage.

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

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Condition of Asset: No longer working/no longer needed

NOV 04 2022

Reason for Disposition: No longer working/no longer needed

**BOONE COUNTY
AUDITOR**

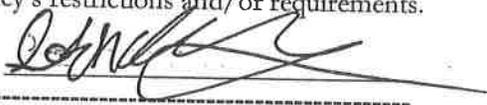
Location of Asset and Desired Date for Removal to Storage: asap - in gc rm 123

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170 Information Technology

Signature 

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836-J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

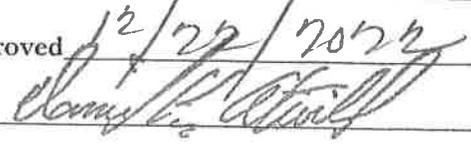
Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 10/20/2022

Fixed Asset Tag Number:

Description of Asset: One Slate on wheels with Whiteboard attached.

COPY

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: The slate on wheels can be disposed of through recycling or trash. The white board can be stored as it will be placed in another office.

Other Information (Serial number, etc.):

Condition of Asset: no longer needed/replacement

Reason for Disposition: no longer needed/replacement

Location of Asset and Desired Date for Removal to Storage: asap - in gc rm 123

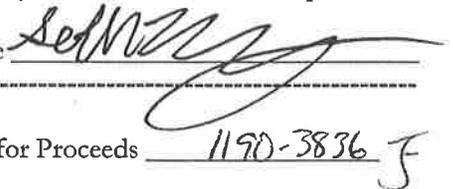
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170 Information Technology

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1170-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/02/22

Fixed Asset Tag Number: 13690

Description of Asset: Metal File Cabinet

5-DRAWER VERTICAL

RECEIVED

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

DEC 02 2022

Other Information (Serial number, etc.):

**BOONE COUNTY
AUDITOR**

Condition of Asset: Good

Reason for Disposition: No longer in-use

Location of Asset and Desired Date for Removal to Storage: Access Vaulted Area at Underground Storage

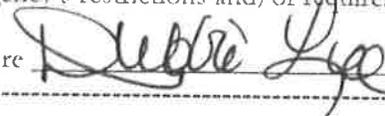
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221-Circuit Clerk's Office

Signature



To be Completed by: AUDITOR

Original Acquisition Date 12/26/02

G/L Account for Proceeds 1190-38365

Original Acquisition Amount 290.90

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

___ Transfer Department Name _____ Number _____

Location within Department _____

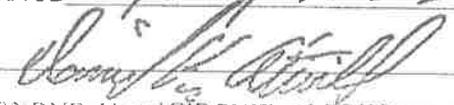
Individual _____

___ Trade ___ Auction ___ Sealed Bids

___ Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature 

\\SMPFS0003\BNE_Users\CIRCUIT_CLERKS\CC Admin\Disposal of County Property send to HEATHER ACTON\Fixed Asset Disposal 2017.docx

Revised: September 2016

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/02/22

Fixed Asset Tag Number: 11528

Description of Asset: Metal File Cabinet

4 DRAWER LTR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good

Reason for Disposition: No longer in-use

Location of Asset and Desired Date for Removal to Storage: Access Vaulted Area at Underground Storage

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221-Circuit Clerk's Office

Signature

Debra Lee

To be Completed by: AUDITOR

Original Acquisition Date 12/31/98

G/L Account for Proceeds 1190-3856

Original Acquisition Amount 130.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature *[Signature]*

RECEIVED
DEC 02 2022
BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/02/22

Fixed Asset Tag Number: 11532

Description of Asset: Metal File Cabinet

4 DRAWER LTR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: **RECEIVED**

Other Information (Serial number, etc.):

DEC 02 2022

Condition of Asset: Good

BOONE COUNTY
AUDITOR

Reason for Disposition: No longer in-use

Location of Asset and Desired Date for Removal to Storage: Access Vaulted Area at Underground Storage

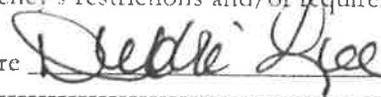
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221-Circuit Clerk's Office

Signature



To be Completed by: AUDITOR

Original Acquisition Date 12/31/98

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 130.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: 8346

Description of Asset: Metal File Cabinet

3 DRAWER

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 021525

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Condition of Asset:

DEC 02 2022

Reason for Disposition: No longer in use

BOONE COUNTY
AUDITOR

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/of requirements.

Dept Number & Name: 1221

Signature [Handwritten Signature]

To be Completed by: AUDITOR

Original Acquisition Date 11/15/83

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 150.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature [Handwritten Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: 13694

Description of Asset: Metal File Cabinet

5 DRAWER VERTICAL

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 021527

Condition of Asset:

Reason for Disposition: No longer in use

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221

Signature

Debbie Lee

To be Completed by: AUDITOR

Original Acquisition Date 12/24/02

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 290.91

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

___ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

___ Trade ___ Auction ___ Sealed Bids

___ Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature [Signature]

RECEIVED
DEC 02 2022
BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: 11529

Description of Asset: Metal File Cabinet

4 DRAWER VERTICAL

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 021536

Condition of Asset:

Reason for Disposition: No longer in use

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221

Signature

Debbie Lee

To be Completed by: AUDITOR

Original Acquisition Date 12/31/98

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 130.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature [Signature]

RECEIVED

DEC 02 2022

BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: 2401

Description of Asset: Metal File Cabinet

4 DRAWER

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 025074

Condition of Asset:

Reason for Disposition: No longer in use

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221

Signature

Duke Lee

To be Completed by: AUDITOR

Original Acquisition Date 10/06/83

G/L Account for Proceeds 1190-3836 F

Original Acquisition Amount 100.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature [Signature]

\\SMPFS0003\BNE_Users\CIRCUIT_CLERKS\CC Admin\Disposal of County Property send to HEATHER ACTON\Fixed Asset Disposal 2017.docx

Revised: September 2016

RECEIVED
DEC 02 2022
BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: 188

Description of Asset: Metal File Cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 025075

Condition of Asset:

Reason for Disposition: No longer in use

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

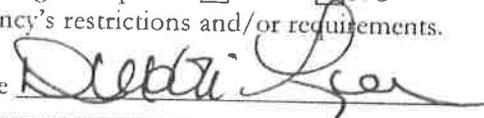
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Scaled Bids

_____ Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature 

RECEIVED

DEC 02 2022

BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: 223

Description of Asset: Metal File Cabinet
4 DRAWER

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 025076

Condition of Asset:

Reason for Disposition: No longer in use

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

Was asset purchased with grant funding? YES NO
If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221

Signature [Handwritten Signature]

To be Completed by: AUDITOR

Original Acquisition Date 12/1/83

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 400.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature [Handwritten Signature]

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DEC 02 2022
BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: NA

Description of Asset: Metal File Cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 025077

Condition of Asset:

Reason for Disposition: No longer in use

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221

Signature [Handwritten Signature]

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount ↓

Original Funding Source ↓

Account Group ↓

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature [Handwritten Signature]

RECEIVED
DEC 02 2022
BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: 1961

Description of Asset: Metal File Cabinet

5 DRAWER

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 025078

Condition of Asset:

Reason for Disposition: No longer in use

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221

Signature [Handwritten Signature]

To be Completed by: AUDITOR

Original Acquisition Date 11/15/83

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 150.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature [Handwritten Signature]

RECEIVED

DEC 02 2022

BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: 8005

Description of Asset: Metal File Cabinet

3 DRAWER

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 025079

Condition of Asset:

Reason for Disposition: No longer in use

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

RECEIVED
DEC 02 2022
BOONE COUNTY
AUDITOR

Dept Number & Name: 1221

Signature: [Handwritten Signature]

To be Completed by: AUDITOR

Original Acquisition Date 1976

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 200.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/29/2022

Signature [Handwritten Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: 8344

Description of Asset: Metal File Cabinet

4 DRAWER

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 025080 RECEIVED

Condition of Asset:

DEC 02 2022

Reason for Disposition: No longer in use

BOONE COUNTY
AUDITOR

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221

Signature Debra Lee

To be Completed by: AUDITOR

Original Acquisition Date 12/1/83

G/L Account for Proceeds 1190-3836-J

Original Acquisition Amount 400.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature [Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/15/2022

Fixed Asset Tag Number: NA

Description of Asset: Metal File Cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Barcode for Access at Underground 025081

Condition of Asset:

Reason for Disposition: No longer in use

Location of Asset and Desired Date for Removal to Storage: Access Underground-Columbia Ready Mix

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221

Signature Debra Lee

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount ↓

Original Funding Source ↓

Account Group ↓

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 595-2022

Date Approved 12/22/2022

Signature [Signature]

RECEIVED

DEC 02 2022

BOONE COUNTY
AUDITOR

CERTIFIED COPY OF ORDER

596-2022

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 22nd day of December 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 a Contract Amendment with The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute) for renewal of contract C000123 (19-02MaY19) for the Family Access Center of Excellence (FACE) for the period January 1, 2023 through December 31, 2023 for \$3,416,472.74.

The terms of the Amendment are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of December 2022.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: November 17, 2022
RE: Amendment #4 to contract C000123: 19-02MAY19 – FACE with The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute)

Attached for signature is contract amendment #4 to contract C000123 for bid 19-02MAY19 - FACE with The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute).

This amendment renews the contract for the period January 1, 2023 through December 31, 2023. It adds a renewal amount of \$3,416,472.74 for FACE.

This contract is for the *Family Access Center of Excellence (FACE)* of Boone County. FACE consists of two program branches: Community-Based Services and School-Based Services. This program helps Boone County families with a child between the ages of 0-19 to improve access to high quality mental health care.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$13,500,000.00 is budgeted for 2023.

cc: Contract File

AGREEMENT FOR ACCESS TO SERVICES
Contract Amendment Number Four
Family Access Center for Excellence or FACE of Boone County

Now on this day, December 22, 2022, Agreement # **C000123** for Access to Services, bid # **19-02MAY19** for the Boone County Children’s Services Fund dated December 31, 2019 made by and between Boone County, Missouri and The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

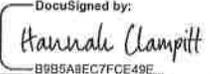
FACE of Boone County

- 1) Add the County Finance Enterprise **Contract number C000123**.
- 2) This agreement shall commence on the date of January 1, 2023 and extend through December 31, 2023. This contract may at the sole discretion of the Boone County Children’s Services Board (BCCSB) and with the agreement of FACE of Boone County be renewed for one one-year period.
- 3) Replace the scope of work for the Family Access Center for Excellence dated April 8, 2021 with the attached scope of work dated October 13, 2022 with the ability to make revisions.
- 4) Replace the scope of work for the Therapy Access Program approved through Commission Order #180-2020 with the attached scope of work dated October 13, 2022 with the ability to make revisions.
- 5) The total allowable compensation under this agreement shall not exceed \$3,416,472.74 between January 1, 2023 and December 31, 2023.
- 6) 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.

**The Curators of the University of Missouri
(on Behalf of the Missouri Prevention Science
Institute)**

Boone County, Missouri
By: Boone County Commission

By: 
B8B5A8EC7FCE49E


B44B934CED6E4EB

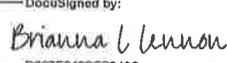
Signature

Presiding Commissioner

Pre-Award Manager

By: _____
Printed Name/Title

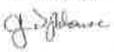
ATTEST:


D287E2429E9B48C

Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:

By: Boone County Children's Services Board

DocuSigned by:

7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

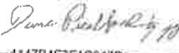
DocuSigned by:

C1245EF42CC84CC...

Les Wagner, Board Chair

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:

11478AC3510847D

12/16/2022

2162 / 71106 / \$3,416,472.74

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

597-2022

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the

22nd

day of

December

20 22

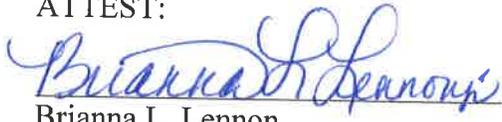
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

June Pitchford	Health Trust Committee	New Appointment as citizen member	3 Year Term	January 1, 2023 through December 31, 2025
----------------	------------------------	-----------------------------------	-------------	---

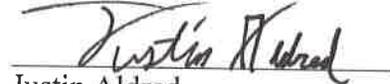
Done this 22nd day of December 2022.

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 22nd day of December 20 22

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

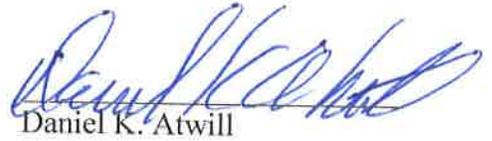
Jenna Redel	Health Trust Committee	New Appointment as Boone County Treasurer	3 Year Term	January 1, 2023 through December 31, 2025
-------------	------------------------	---	-------------	---

Done this 22nd day of December 2022.

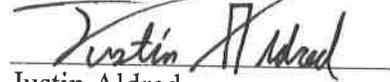
ATTEST:



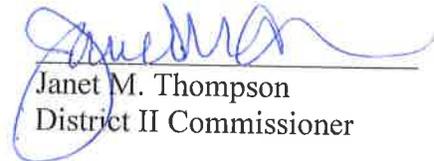
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

599-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 22nd day of December 20 22

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

Now on this day, the County Commission of the County of Boone does hereby re-appoint the following:

Brianna Lennon	Health Trust Committee	Re-Appointment as County Elected Official	3 Year Term	January 1, 2023 through December 31, 2025
----------------	------------------------	---	-------------	---

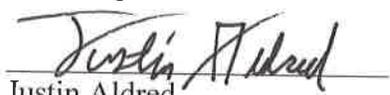
Done this 22nd day of December 2022.

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