

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 24

County of Boone

} ea.

In the County Commission of said county, on the 30th day of April 20 24

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


Now on this day, the County Commission of the County of Boone does receive and accept the plat, item A and approves the Final Development Plan, item B, as listed in the attached consent agenda (Attachment A) and authorizes the Clerk to insert the associated staff reports into the minutes of this meeting.

Attachment A:

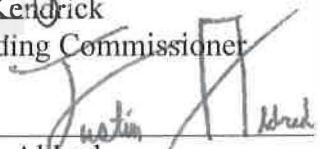
- A. Ratliff Subdivision Plat. A-2. S15-T47N-R13W. Ratliff Arthur C & Cyola J Revocable Trusts, owner. Kevin Schweikert, surveyor.
- B. Request by D Who Land LLC to approve a Final Development Plan for Five Pines Subdivision PRD in the pending Planned Single-Family Residential (R-SP) zoning district on 174.98 acres located at 8100 E Richland Rd, Columbia.


Done this 30<sup>th</sup> day of April 2024.

ATTEST:

  
 Brianna L. Lennon  
 Clerk of the County Commission

  
 Kip Kendrick  
 Presiding Commissioner

  
 Justin Aldred  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

**Staff Report for County Commission**  
**RE: P&Z Agenda Items**  
**April 30, 2024**

**1. Consent Agenda – Final Plans and Plats**

The Planning and Zoning Commission reviewed agenda items 1 thru 4 at its April 18, 2024 meeting. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are incorporated into the record of this meeting.

Regarding item 1, the consent agenda, the final plat, item A, was approved and is presented for your receipt and acceptance. The Final Plan, item B, was approved and is presented for your approval. I request that you waive the reading of the staff reports and authorize the Clerk to insert them into the minutes of this meeting.

**A. Ratliff Subdivision Plat. A-2. S15-T47N-R13W. Ratliff Arthur C & Cyola J Revocable Trusts, owner. Kevin Schweikert, owner.**

The subject property is located just over 1 mile south of State Route K, on High Point Lane, less than ½ mile south of the city limits of Columbia. The property is 15.30 acres in size and zoned Agriculture 2(A-2). There is a house and accessory building located on the property. The surrounding zoning is all A-2 and all original 1973 zoning. This proposal divides the 15.30-acre tract into two lots, one at 6.54 acres, and the other at 8.06 acres.

Both lots have direct access to High Point Lane, a publicly dedicated, publicly maintained right-of-way. The applicant has submitted a request for a waiver to the traffic study requirement.

The subject property is located in Consolidated Public Water Service District, the Boone Electric Cooperative service area and the Boone County Fire Protection District.

The existing house uses an on-site wastewater treatment system. Future development on lot 2 will require an engineered on-site wastewater system due to slopes on the property. The applicant has submitted a request to waive the wastewater cost-benefit analysis.

The property scored 69 points on the rating system.

Staff recommended approval of the plat and granting the requested waivers.

**B. Request by D Who Land LLC to approve a Final Development Plan for Five Pines Subdivision PRD in the pending Planned Single-Family Residential (R-SP) zoning district on 174.98 acres located at 8100 E Richland Rd, Columbia.**

The property is located on the south side of Richland Road immediately south of the intersection of Richland Road and Trade Winds Parkway. The applicant is seeking to finalize the rezoning of 174.98-acres from Agriculture (A-1) to Planned Single Family Residential (RS-P) which the approval of this Final Plan will do. The Review Plan and rezoning was approved by the County Commission on December 27<sup>th</sup>, 2022, by Commission Order 601-2022 with the same conditions as recommended by the Planning & Zoning Commission. The conditions are as follows:

1. An approved Pre-annexation Agreement that includes the additional property that was added under warranty deed recorded in Book 5668, Page 0051 of the Boone County Recorder of Deeds office shall be provided prior to approval of a Final Plan for any portion of Phase of B or Phase C.
2. Any off-site improvements, other than the roundabout at the intersection of Rolling Hills and Richland Road, must be installed prior to or concurrently with the phase of the development that includes connection of the southern extension of Trade Winds Parkway to Richland Road (which is proposed Phase 2) or the phase that includes the 101<sup>st</sup> lot, whichever is earlier.
3. While the phasing of the numbered phases 1 to 11 do not have to be executed in sequential order, anything other than sequential order is subject to approval of the Director of Resource Management at the Director's sole discretion.
4. No Final Plan may be submitted containing any portion of Phase B or Phase C, as shown on Sheet C103 of the review plan, until the corresponding Annexation Agreement with the city has been approved that includes the additional acreage added to the proposal and the current proposed subdivision design and documentation of said approval has been submitted and accepted by the Director of Resource Management.
5. The note on the Review Plan and Preliminary Plat for Phase C shall be amended to indicate that Phase C can be platted after January 1<sup>st</sup>, 2028.

The Boone County Zoning Ordinance, Section 6.2.14, Standards for Approval of the Final Development Plan identify 3 criteria for approval and state that the Commission shall approve a Final Development Plan when it is satisfied that:

- All required information is accurately portrayed on the plan.
- The Final Plan conforms to the approved review plan.
- The Final Plan demonstrates compliance with all conditions which the County Commission may have imposed on the Review Plan.

Staff has reviewed the plan. All required information is accurately portrayed, and the plan conforms to the revised review plan.

Conditions 1 and 4 are satisfied by the agreement recorded in Book 5732 Page 116 of the Boone County Recorder of Deeds. Condition 5 has been corrected on the submitted plan.

Conditions 2 and 3 are conditions that trigger with physical development of the project which has not yet begun and will be enforced at the appropriate time.

At this point, the Final Development Plan is in compliance with the conditions established by Commission Order 601-2022.

Staff recommended Approval.

206 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

April Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 30th day of April 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an Agreement with Lacey Newday Consulting, LLC for ARPA Contract Administration Services.

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


Done this 30<sup>th</sup> day of April 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** April 25, 2024  
**RE:** Professional Services Contract C000774 – ARPA Contract Administration Services with Lacey Newday Consulting, LLC

Boone County Legal Department requested Purchasing route for Commission approval the attached agreement *C000774 – ARPA Contract Administration Services* with Lacey Newday Consulting, LLC of Houston, Texas to administer the ARPA funded contract with Socket.

Shall not exceed contract is \$11,0000 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

cc: Contract File



**CONTRACT AGREEMENT FOR  
ARPA CONTRACT ADMINISTRATION SERVICES**

**THIS AGREEMENT, C000774**, dated the 30<sup>th</sup> day of April 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lacey Newday Consulting, LLC** herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Contract Agreement for **ARPA Contract Administration Services**, Work Authorization Certification, Certificate Regarding Debarment, Boone County Insurance Requirements and Contractor's quote response dated April 15, 2004 by Sidney Lacey. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement shall prevail and control over the Contractor's quote.

**2. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply ARPA Contract Administration Services as identified and responded to in the Contractor's quote. Service shall be provided in conformity with the contract documents for the prices set forth in the contractor's quote.

**Scope of Work (amounts per category may vary)**

**Provide regulatory compliance expertise including the identification of authorized uses of ARPA funds.**

**Interpret federal guidance to establish and/or verify eligibility of proposed ARPA expenditures.**

**Assist in providing proper accounting and internal control mechanisms to record, track, and disburse ARPA funds in accordance with all federal, state, and local laws including, but not limited to, US Treasury guidance and generally accepted accounting principles.**

**Retain documentation and assist with reporting expenditures through the electronic portals provided by the State of Missouri and/or federal government.**

**Engage in subrecipient monitoring as warranted based on a risk assessment of each subrecipient.**

**Provide services, oversight, and guidance to ensure compliance with OMB Uniform Guidance and Single Audit Act compliance.**

**Provide contract administration services including providing review and comments on form of award contract, received and process requests for payments ensuring appropriate supporting documentation is paired with each payment request, and coordinating with County officials to route approved payment requests for further processing through the County's account payable systems.**



**Provide regular status updates to County officials.**

**Provide detailed individual and aggregate, comprehensive reporting of ARPA contract administration activities.**

**Assist the county in providing requested information relating to ARPA expenditures to the County's external auditor in conjunction with the County's annual audit of its financial statements.**

**Shall Not Exceed TOTAL: \$11,000**

Fees were based on evaluating several variables: the complexity of the work, the project's scope, the time spent, and the level of professional staff needed. The annual fees for the Scope of Work listed above will not exceed \$11,000 based on 40 hours x \$275 average blended rate. If travel is needed, it will be billed based on County- approved travel rates.

Fees may increase if Contractor's duties or responsibilities change because of new rules, regulations, and accounting or auditing standards. Written approval in the form of an amendment to the contract will occur prior to any fee increase.

Contractor will advise County when fees approach the not-to-exceed figure so a contract amendment can be considered. If Contractor's fees exceed the not-to-exceed figure and no contract amendment is completed Contractor will turn over all completed work to County and cease further work on the contract.

3. **ARPA Clauses:** The County will be awarding this contract based on an ARPA grant. All applicable federal laws, rules and regulations, including, without limitation, OMB Circular 2 CFR 200-230, FAQs and other guidance from the U.S. Treasury Department, and all ARPA-required federal contract clauses shall be deemed a part of this Agreement whether or not said clauses are specifically reproduced in the contract documents.

4. **Contract Period:** ARPA Contract Administration Services shall be provided through December 31, 2026.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Commission office for services described within. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission delivery of services and deliverables are or will be delayed or impaired, or if services are otherwise not in conformity with contract scope of services or variances authorized by County, or if services are deficient in quality in the sole judgment of County, or
- c. County may terminate this agreement for convenience for any reason or for no reason upon sixty (60) days written notice to contractor, or
- d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

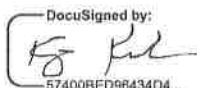
**LACEY NEWDAY CONSULTING, LLC**

**BOONE COUNTY, MISSOURI**

by  \_\_\_\_\_  
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by: Boone County Commission

title Managing Director

 \_\_\_\_\_  
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Kip Kendrick, Presiding Commissioner

**APPROVED AS TO FORM:**


**ATTEST:**

 \_\_\_\_\_  
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CJ Dykhouse, County Counselor

 \_\_\_\_\_  
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Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION:**

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

 _____ <small>8C24BD84EE7A483...</small>	5/1/2024	2983-84200 / \$11,000
Signature	Date	Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

April Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

30th

day of April

20 24


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 A Civil Group & CBB.

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

Done this 30<sup>th</sup> day of April 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 30<sup>th</sup> day of April, 2024, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and A Civil Group (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2024 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2024. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**A CIVIL GROUP**

By Jay Germain

Title Managing Member

Dated: 4-9-2024

**BOONE COUNTY, MISSOURI**

By K. Kell

Presiding Commissioner

Dated: 4/30/2024

**APPROVED AS TO FORM:**

J. R. O'Brien  
County Attorney

**ATTEST:**

Brianna L. Linnon  
County Clerk

**APPROVED:**

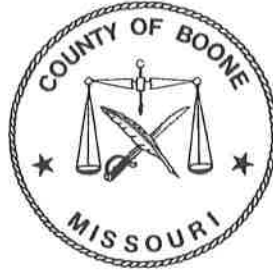
[Signature]  
Director, Boone County Resource Management

**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.

Kyle Rieman 4/22/24  
Auditor [Signature] Date





**A Civil Group**

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

Reviewed by: jm



# A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

## FEE SCHEDULE

LABOR	EMPLOYEE	ASSIGNMENT	RATE
ENGINEER I	Jay Gebhardt	Project Manager	\$180 / HOUR
ENGINEER II			\$160 / HOUR
ENGINEER III			\$155 / HOUR
ENGINEER IV			\$145 / HOUR
ENGINEER V	Kate Jacoby	Project Manager	\$135 / HOUR
DESIGNER	Kevin Murphy, Brent Brown	Project Manager	\$150 / HOUR
SURVEYOR I	Adam Kopriva, Kyler Nappier	Survey Work	\$125 / HOUR
SURVEYOR II			\$115 / HOUR
SURVEYOR III			\$ 95 / HOUR
DESIGN TECHNICIAN I	Kevin Douglas	Project Manager	\$135 / HOUR
DESIGN TECHNICIAN II			\$125 / HOUR
DESIGN TECHNICIAN III			\$105 / HOUR
DESIGN TECHNICIAN IV	Dave Cherrington	Drafting	\$ 75 / HOUR
PLANNER/ADMINISTRATOR	Lara Florea	Administration	\$130 / HOUR
*1-MAN FIELD CREW			\$145 / HOUR
*2-MAN FIELD CREW			\$180 / HOUR
CLERICAL	Kristy Vroman	Clerical	\$ 65 / HOUR

\*Field crew includes all survey equipment and supplies required to perform applicable surveying services. This does not include vehicles or GPS/Robotic Total Station if required.

### EQUIPMENT

SURVEY TRUCK	\$ 50 / DAY
MILEAGE	65.5 Cents / MILE
GPS/ROBOTIC TOTAL STATION	\$280 / DAY

### REIMBURSABLE EXPENSES

LODGING	AT COST
MEALS	AT COST
INCIDENTALS	AT COST

### COPIES

OUTSIDE COPIES	AT COST
OFFICE COPIES	
	Large \$6.50 - \$7.50/EACH
	Black & White \$0.75/EACH
	Color \$1.75/EACH

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 30<sup>th</sup> day of April, 2023/2024, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CBB (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2024 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2024. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

services.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

CBB

By   
SHAWN KEFORT

Title VICE PRESIDENT

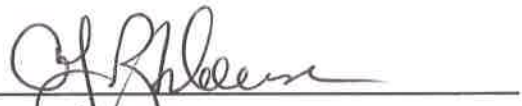
Dated: MARCH 20, 2024

BOONE COUNTY, MISSOURI

By   
Presiding Commissioner

Dated: 4/30/2024


APPROVED AS TO FORM:

  
County Attorney

APPROVED:

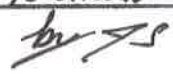
  
Director, Boone County Resource Management

ATTEST:

  
County Clerk

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.

Kyle Rieman 4/22/24  
Auditor  Date

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

County of St. Louis )  
)ss  
State of Missouri )

My name is Srinivasa R Yanamanamanda am an authorized agent of \_\_\_\_\_  
George L. Crawford and Associates, Inc  
Jba CBB (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

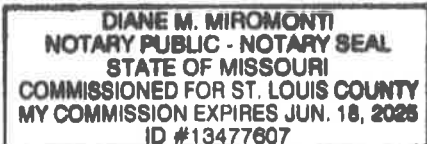
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Srinivasa R Yanamanamanda 3/26/24  
Affiant Date

Srinivasa R Yanamanamanda  
Printed Name

Subscribed and sworn to before me this 26 day of March, 2024.

Diane M. Miromonti  
Notary Public





# BOONE COUNTY DISCIPLINE LIST

The following is a list of CBB's 2024 Services Offered by Discipline.



## CBB 2024 Discipline List

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

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

Reviewed by: JM



**2024 FEE SCHEDULE\***  
For Contracted Services

<u>Classification</u>		<u>Hourly Rate</u>
Principal		\$225.00
Senior Engineer	Level V	\$210.00
Senior Engineer	Level IV	\$200.00
Senior Engineer	Level III	\$195.00
Senior Engineer	Level II	\$190.00
Senior Engineer	Level I	\$185.00
Senior Planner	Level II	\$190.00
Senior Planner	Level I	\$185.00
Project Engineer	Level V	\$180.00
Project Engineer	Level IV	\$175.00
Project Engineer	Level III	\$170.00
Project Engineer	Level II	\$165.00
Project Engineer	Level I	\$160.00
Project Planner	Level I	\$160.00
Staff Engineer	Level III	\$140.00
Staff Engineer	Level II	\$135.00
Staff Engineer	Level I	\$130.00
Staff Planner	Level I	\$130.00
Jr. Engineer		\$105.00
Senior CADD Designer		\$110.00
CADD Tech	Level III	\$100.00
CADD Tech	Level II	\$95.00
CADD Tech	Level I	\$90.00
Construction Inspector		\$105.00
Field Tech	Level II	\$90.00
Field Tech	Level I	\$85.00
Senior Admin.		\$100.00
Marketing Spec.		\$90.00

Other Direct Costs (ODC)

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

\* Note: Effective January 1, 2024  
 Rates subject to change January 1 of each calendar year.

208-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 24


In the County Commission of said county, on the 30th day of April 20 24


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

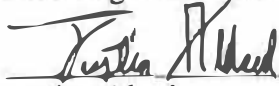
Now on this day, the County Commission of the County of Boone does hereby acknowledge the attached ARPA Intent to Fund Project List for round two of the ARPA awards distributed by the Boone County Commission.

Done this 30<sup>th</sup> day of April 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

Category	Project #	Applicant	Recommended
Sewer infrastructure	2-008	Boone County Regional Sewer District	\$ 220,000
Workforce childcare	2-009	Boone County Sheriff's Office	\$ 300,000
Affordable Housing	2-019	Central Missouri Community Action	\$ 750,000
Public Health	2-023	CH Allied Services dba Boone Health - Patient Care Monitors	\$ 475,390
Stormwater infrastrurcture	2-026	City of Ashland - Stormwater Improvements (026 & 028)	\$ 290,000
Park infrastrurcture	2-033	City of Centralia - Critical Park Infrastructure	180,000
Sewer infrastructure	2-040	City of Hallsville - Public Works Water Infrastructure	\$ 130,000
Sewer infrastructure	2-043	City of Sturgeon	\$ 300,000
Workforce Development	2-045	Columbia Chamber of Commerce	\$ 230,000
School infrastrurcture	2-048	Columbia Montessori School - Windows	\$ 32,000
Service delivery	2-058	Daniel Boone Regional Library	\$ 250,000
Affordable Housing	2-066	Habitat for Humanity	\$ 560,000
Affordable Housing	2-068	Housing Authority of the City of Columbia - Bear Creek Expansion Renovation	\$ 835,000
Facility infrastrurcture	2-070	JJC - Secure Detention Facility Accommodations	\$ 438,225
Workforce Development	2-087	Stephens College - Women Work Program	\$ 81,292
unsheltered support	2-094	Turning Point - Wilkes Blvd United Methodist Church	\$ 20,746
Sewer infrastructure	2-097	Village of Hartsburg - Sewer System Compliance Project	\$ 300,000
unsheltered support	2-098	Voluntary Action Center	\$ 350,000
Affordable Housing	2-099	Welcome Inn	\$ 850,000
			\$ 6,592,653