

579-2009

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 15th day of December 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Architectural Services with Simon Oswald Architecture for the Boone County Government Center. Award of contract is subject to Boone County Auditor approval and certification. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

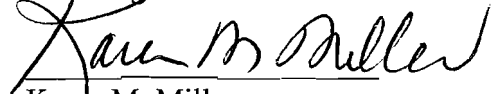
Done this 15th day of December, 2009.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission



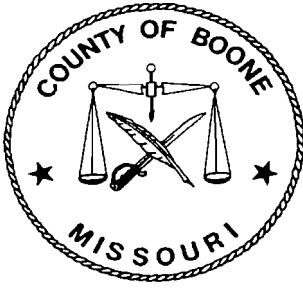
Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



Boone County – Agreement for Architectural Services

Project Name: Boone County Government
Center
Last Revised: December 9, 2009

THIS AGREEMENT is made and entered into this 15 day of December, 2009, by and between Boone County, Missouri, by and through its County Commission, herein “Owner,” and Simon Oswald Architecture, herein “Architect.”

In consideration of the performance by each party of their respective obligations described in this Agreement, the parties agree as follows:

1. **Project Description:** The Architect agrees to provide Owner with architectural services for the purpose of design and construction of the project generally known as Boone County Government Center, herein “Project.” The Project contemplates Phase II architectural services for the interior construction of the third floor of the Government Center and various other remodeling projects on the second and first floor of the Government Center. The approach to the project will be through an award of a contract to a General Contractor, with an employee of Owner serving as a project manager for Owner and the Owner designating Commissioner Kenneth M. Pearson as the Owner’s representative. The Agreement between Owner and Architect for Phase I services approved by Commission Order 273-2009 along with a written proposal for Phase II services from Shelley Simon dated October 1, 2009, and a second proposal dated November 30, 2009, from Shelley Simon relating to the use of one or two general contractors on this project and the related Johnston Paint Building project, is attached hereto and incorporated into this Agreement. In the event of a conflict between the terms of the proposal

and this Agreement, or the inclusion of a contract term in the proposal not reflected in this Agreement, the terms of this Agreement shall control.

2. **Architectural Services:** Architect shall provide as basic services all architectural services as described herein, including mechanical and electrical engineering and interior design services in connection with the Project. Structural and civil engineering services, if necessary, will be negotiated as additional services. Any necessary services contracted for outside the Architect's firm shall be paid for out of the Architect's fees for basic services unless specifically provided for otherwise in this Agreement. All services rendered shall be consistent with the professional skill and care ordinarily provided by Architects providing services in Boone County, Missouri, under the same or similar circumstances. The Architect's Phase II services shall be delivered generally per the following breakdown:

Design Development	–	23.5%
Construction Documents	–	47%
Bids and Negotiation	–	6%
Construction Administration	–	13.5%

The Architect's services shall include the following services as appropriate and necessary for the completion of the Project, and provide Owner with updated Cost of Work budgets, as appropriate. The following is a non-exhaustive list of the services to be provided under this Agreement, and Architect has already provided many of the services indicated under Design Development Phase as part of the Schematic Design services completed under Phase I :

2.1. Design Development Phase: Architect will consult with Owner and Owner's departments regarding Owner's needs, research applicable design criteria, attend Project meetings and communicate progress to the Owner. Architect shall coordinate its

services with Owner and Owner's consultants. Architect shall submit for Owner's approval a schedule for performance of the Architect's services, with services to begin at time of execution of this Agreement and substantial completion of the Project to be determined. Architect shall present its preliminary evaluation to Owner and shall discuss with Owner alternative approaches to design and construction of the Project. Architect shall prepare a Cost of Work budget and a preliminary design of the Project. Upon approval of the preliminary design, Architect will prepare and submit for approval schematic design documents. Upon approval of the schematic design documents, Architect shall prepare and submit for approval such other specifications and documents necessary for inclusion in the Construction Documents for completion of the Project, to include descriptions of the architectural, structural, mechanical and electrical systems and such other elements as may be appropriate. Upon Owner's approval of the Project specifications and updates, if any, to the Cost of Work, Architect shall proceed to the Construction Documents phase.

2.2. Construction Documents / Bidding and Negotiation Phases: Architect shall prepare Construction Documents consistent with the terms of this Agreement. The Construction Documents shall illustrate and describe the Project in detail, the quality levels of material and systems and other requirements for the construction of the Project, including required performance or design criteria that the Project's systems must satisfy. The Construction Documents shall specify, when appropriate, any requirements of the Contractor to provide additional information such as shop drawings, product data, samples or other similar submittals. The conditions of bidding, bid proposal forms and other contract conditions shall be included. There shall be a pre-bid conference, which

Architect shall participate in, and Architect shall assist Owner in evaluating and awarding the construction contract of the Project under competitive bidding. Architect shall coordinate with Owner's legal department and purchasing department as to the final form of the Construction Documents, and shall coordinate with Owner's purchasing department for the copying of bidding documents, arranging the pre-bid conference, responding to and publishing and addenda to the bid specifications, providing clarifications and interpretations of the bidding documents, organizing and conducting the opening of bids and the documenting of the bidding results.

2.3. Construction Phase Services: Architect shall provide administration of the contract between Owner and the contractor and shall advise and consult with Owner as appropriate. Architect shall visit the site at appropriate intervals to determine if work is being performed as called for in the Construction Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections. Architect shall interpret and timely recommend to Owner appropriate actions on matters concerning the performance of the contract on request of either Owner or contractor. On issues of means and methods employed by contractor, Architect shall not be responsible for the same. Architect shall make Owner aware, however, of any decisions by Contractor that might tend to unnecessarily increase the cost of the Project. Architect shall review and certify the amounts due contractor and issue certificates for payment, which shall constitute Architect's representation that the work is in accordance with the Construction Documents and is of the quality called for in said Construction Documents. Architect shall review and approval contractor's submittal schedule and take action as appropriate per the approved submittal schedule. Architect shall review and make

recommendations to Owner regarding any requested changes in the work, with particular attention to whether such change request is appropriate given the contractor's knowledge of the conditions of the Project as provided for in the Construction Documents. Architect will, in consultation with Owner, determine substantial completion of the Project and the date of final completion. The Architect will obtain from contractor all warranties, drawings or other documents related to the Project and furnish those to Owner and issue a final certificate of payment. Within one (1) year of the date of substantial completion, Architect will conduct a meeting with Owner to review the operations and performance of the facility to facilitate the filing of any appropriate warranty claims.

3. **Construction Documents:** Owner specifically reserves the right to approve the form of the Construction Documents. Architect will consult with Owner's Purchasing and Legal Departments in the preparation of the Construction Documents. Architect will provide information to Owner in sufficient time to allow Owner's Purchasing and Legal departments to review and modify the Construction Documents to be consistent with Owner's policies and procedures. Copies of documents for bidding purposes shall be performed by Owner at Owner's expense through Owner's Purchasing Department. The bid documents shall contemplate a pre-bid conference which Architect shall attend and participate in.

4. **Additional Services and Reimbursable Expenses:** Services not normally and customarily included within basic architectural services as described herein shall be considered additional services. No compensation shall be paid for any service rendered by Architect as an additional service unless rendition of the service has been authorized by Owner, in writing, in advance of performance of said service. Any additional services performed by

Architect prior to such written authorization of Owner shall be deemed a basic Architectural service.

5. **Owner's Responsibilities:** Owner shall provide Architect with all information pertaining to Owner's requirements for the Project including design objectives, design restraints and criteria for user agencies. Owner shall be responsible for examining documents submitted by Architect and rendering decisions as necessary in such a manner to avoid unreasonable delays in the progress of the Project. If recommended by Architect and Owner approves, Owner will provide necessary survey work and/or geotechnical investigation. Owner shall provide Architect access to the Project and work site whenever appropriate.

6. **Architectural Work Product:** Owner acknowledges that the Architect's completed contract documents as Architect's work product. Nevertheless, completed contract documents prepared under this Agreement shall, upon full and final payment to the Architect of all monies due and owing, become the property of Owner whether the Project is executed or not. Upon full and final payment to the Architect of all monies due and owing, Architect shall deliver to Owner updated contract documents upon final completion of the Project or as they exist as of the date of termination, as applicable, in paper and electronic form as prepared by Architect. Architect shall be permitted to retain reproducible copies of the contract documents for Architect's own use and reference. In the case of any future reuse of the documents by Owner without Architect's direct professional involvement, the Architect's and Architect's consultants' names and seals shall be removed from all such documents and the Architect shall not be liable to the Owner in any manner whatsoever for their reuse. The Owner's obligations under this paragraph shall survive any termination of this Agreement and shall be binding upon Owner's successors and assigns.

7. **Compensation:** In consideration of the Architect's provision of services under this Agreement, Owner agrees to compensate Architect as follows: **6.8% of the owner-approved, total estimated contract budget for the Government Center, or a total fee of \$178,311.22. Notwithstanding the foregoing, the total Architect fee for any owner-approved change orders impacting architectural basic services shall not exceed the sum of \$199,621.00 for all Government Center basic services, however said cap does not apply to architectural services relating to any Owner-approved, additional services for the Government Center renovation such as the extension of the main stairwell to the third floor, the installation of an additional public elevator, installation of systems relating to any supplemental study or other additional services. The architectural fee for any of these Owner-approved, additional services shall be agreed to and approved by the parties in writing and in advance.** Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted upon completion of the work constituting the task or project for which services are provided. Periodic invoices shall not exceed the amounts permitted in the Architect's proposal approved by the Owner and shall not exceed the percentages of work progress as contemplated in paragraph 2 above. Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Architect'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 Architect. 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 Architect.

Notwithstanding anything herein to the contrary, any reimbursable expenses shall be limited to the sum of Ten Thousand Two Hundred Dollars (\$10,200.00).

8. **Insurance:** Architect 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. Architect shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Architect 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 Architect's obligations to maintain such insurance coverage and Architect shall indemnify and hold the Owner and all its personnel harmless from and against any and all 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 damages, losses or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Architect, its agents or employees. The Architect 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.

9. **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 Architect 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 Kenneth M. Pearson, Presiding Commissioner, who has been designated by the Boone County Commission to supervise the Project. 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 Architect'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.

10. **Termination or Suspension:** This Agreement may be terminated by the Owner for any reason upon at least 15 days written notice of termination to the Architect. Upon termination, Architect shall immediately discontinue all services and deliver to Owner a final invoice for all services rendered through the termination date. Upon full and final payment to the Architect for all monies due and owing, Architect shall deliver to Owner any and all drawings, plans, specifications or other documents prepared or received by Architect for services under this Agreement, whether complete or in progress. If Owner questions the extent of the work on the final invoice it shall have every opportunity to review and evaluate all work upon which the invoice is based prior to payment. In addition to the foregoing, either party may

terminate this Agreement upon no less than 10 days written notice in the event the other party shall substantially fail to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination.

11. **Governing Law / Venue / Dispute Resolution:** This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Association Division of said Court for resolution. The parties may mutually agree, prior to resorting to litigation in this matter, to submit any dispute to non-binding mediation through the University of Missouri School of Law Center for Dispute Resolution.

12. **Notice:** Any provision of notice called for herein shall be deemed given when a written notice is hand-delivered to the other party as set out herein, or in three (3) days after the same is placed in the U.S. Mail to the following addresses, as appropriate:

If to the Architect:

Simon Oswald Architecture
Attn: Shelley Simon
700 Cherry Street
Columbia, Missouri 65201

If to the Owner:

Boone County Commission
801 E. Walnut, Ste. 245
Columbia, Missouri 65201

With a copy to:

C.J. Dykhouse
Boone County Counselor
601 E. Walnut, Ste. 207
Columbia, Missouri 65201

13. **Certification of Lawful Presence / Work Authorization:** Architect shall

complete and return the Work Authorization Certification if one is not on file with the Boone County Public Works Department in conjunction with a General Consultant Services Agreement.

14. **Complete Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SO AGREED.

SIMON OSWALD ARCHITECTURE

By 

Title ARCHITECT/PRINCIPAL

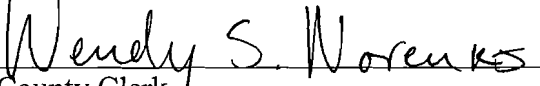
Dated: 12/10/09

BOONE COUNTY, MISSOURI

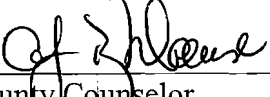
By 
Presiding Commissioner

Dated: 12/15/09

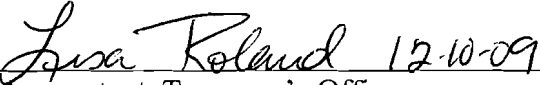
ATTEST:


County Clerk

APPROVED AS TO FORM:

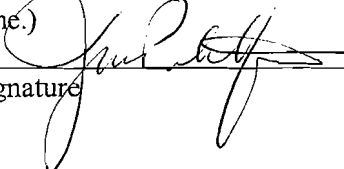

County Counselor

PROJECT BUDGET OVERSIGHT:

 12-10-09
Accountant, Treasurer's Office

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.)

Signature  Date 12/29/09 Appropriation Account 4010-71212
4010-71211

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT dated this 16th day of June, 2009, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Simon Oswald Architecture (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. **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 the Consultant's Draft Proposal / Professional Services dated March 15, 2009 and revised May 22, 2009, which is attached hereto and incorporated herein by reference. 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. All work performed 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:

1.1 **Scope of Services** – Services which the Consultant does not identify as excluded from basic services under the Proposal incorporated herein 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 and no additional fee shall be paid for said services.

1.2 **Time for Completion** – Phase I services shall be completed in a timely manner consistent with the schedule set out in the incorporated Proposal and, where a specific time is not set, at such time as the Owner and Consultant agree. Time is of the essence in this Agreement.

1.3 **Pricing for Phase II Services** – The incorporated proposal sets out both Phase I and Phase II services, and this Agreement specifically authorizes only Phase I services. Phase II services will be authorized and awarded under a separate, written contract. The pricing for Phase II services, however, shall remain firm for a period of eighteen months (18) months from the date of completion of Phase I services. The fee for Phase II services shall be **6.8 %** of the total estimated construction costs for Phase II, with a cap of \$199,621.00 of architectural fees for Phase II. If Phase II services are authorized by a separate agreement within the eighteen (18) months after completion of Phase I services, then said pricing shall be firm for the duration of Phase II services.

1.4 **Phase II Planning** – As part of Phase I services, Consultant shall prepare a detailed scope of work for Phase II services. That scope of work shall contemplate that the County shall allow for sufficient time for Construction Documents to be reviewed by

the County's legal department, with the final form of those documents to be determined by the County. In addition, the Phase II planning should contemplate that the work will be awarded to a General Contractor, who shall work with the Architect and the County's representative(s) during the Construction Phase of the contract.

2. **Compensation** - In consideration for the Consultant's provision of services for Phase I 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 Proposal incorporated herein. The basis of compensation for this Agreement shall be an hourly fee plus expense basis as set out in the incorporated proposal, with the **total cost for Phase I services not to exceed Forty-Two Thousand Five Hundred Dollars (\$42,500.00)**. Consultant 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 set out in the incorporated Proposal. 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. 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.

3. **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 effect services rendered hereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate 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.

5. **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 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. Other insurance requirements are set out in the exhibit "Insurance Requirements" and are incorporated herein by reference.

6. **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.

7. **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.

8. **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.

9. **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 Presiding Commissioner 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.

10. **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.

11. **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.

12. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto.

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

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

SIMON OSWALD ARCHITECTURE

By *Shelley Smith*

Title ARCHITECT / PRINCIPAL

Dated: 6/10/09

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

By *[Signature]*
Presiding Commissioner

Dated: 6/16/09

ATTEST:

Wendy S. Nacey
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.)

Signature *Jane E. Pitchford* by *af* Date 7/2/09 Appropriation Account 4010-71211 *42,500.00

Boone County Government Center
Draft Proposal / Professional Services
3.15.09 - Revised 5-22-09

CONTRACT APPROVAL PROCESS

October 13, 2008 Draft proposal forwarded to Ken Pearson, Presiding Commissioner – excluding cost of design services, pending additional information regarding scope of feasibility & design study

Boone County Commission (BCC) determines which buildings will be included in the new feasibility study for the Boone County Government Center & associated properties

Commission provides

- List of buildings to be evaluated
- Plans of buildings to be evaluated
- List of departments to be considered for inclusion in revised plan
- Organizational charts and personnel lists for all affected departments

March 16, 2009 Simon Oswald Architecture (SOA) provides proposal, pending successful negotiation of cost of mechanical, electrical, plumbing, and fire protection engineering, as well as any additional engineering consultants necessary for completion of design services.

PHASE I SERVICES

IA. INDIVIDUAL SURVEY OF NEEDS

SOA & Ken Pearson – kick off / planning meeting for the project

Program Kick Off Session to establish goals and explain process - Design Team with Department Heads and County Office holders, followed by individual meetings with each affected department head to re-verify program information from previous study. Establish Project Goals

Each department will be emailed previous program of space needs to review and comment in the individual meetings.

Individual Department Meetings will verify work flow and discuss Common & Support Areas, as well as review information provided in previous Master Plan study.

Preliminary Program of Space Needs reviewed with Department Heads in individual meetings.

- Individual Office Spaces and Established Standards
- Individual Work Stations
- Shared Department Spaces
- Department Circulation Areas
- Building Common Areas
- Building Support Areas
- Building Circulation Areas

Discussion of Anticipated Growth for each Department

Boone County Government Center
Draft Proposal / Professional Services
J.15.09 - Revised 5-22-09

Analysis of existing buildings - SOA examines, measures, and photographs existing conditions and updates record documents

Analysis of Existing Building Structure—Support Systems and Condition of Building Envelope

Analysis of Building HVAC, Plumbing, and Electrical Systems, including operating costs and potential efficiencies

SOA receives facilities management inventory of furnishings, fixtures, and equipment

IB. PROGRAM OF SPACE NEEDS / SHORT TERM & LONG TERM / EVALUATION OF EXISTING BUILDINGS

- Date TBD Facility Review Meeting with BCC Building Committee
- Program of Space Needs reviewed and approved by Client Project Team for total projected square footage.
 - Analysis of existing buildings presented for discussion of design opportunities within buildings
- Date TBD Design Options Meeting with BCC Building Committee
- Review and approve potential locations for departments

IC. SCHEMATIC DESIGN STUDIES

- Date TBD SOA Team authorized to proceed with Schematic Design Studies.
Establish Options for re-organizing for increased efficiency within existing building
Establish Options for locating various departments on Third Floor
Establish Options for locating various departments in additional BCC buildings
- Date TBD Review alternatives with Client Project Team
- Date TBD Finalize, Refine, and Establish additional Options for Scenarios described
- Date TBD Final Design Sketches for Future Floor Plans with Phased Renovation and New Construction
- Date TBD Final Report including:
- Executive Summary
 - Schematic Design Floor Plan Options
 - Building Program of Space Needs including 2-, 5-, and 10-year growth projections
 - Phased Implementation Plan for Renovation and New Construction
 - Short Term Plan
 - Long Term Plan
 - Statement of Probable Construction Cost for each Phase of the multi-year plan
 - Comprehensive Project Budget

Boone County Government Center
Draft Proposal / Professional Services
3.15.09 – Revised 5-22-09

PHASE II SERVICES

- IIA. DESIGN DEVELOPMENT PHASE—APPROX FIVE WEEKS AFTER NOTICE TO PROCEED
- IIB. CONSTRUCTION DOCUMENTS PHASE—APPROX NINE WEEKS AFTER NOTICE TO PROCEED
- IIC. PROJECT OUT FOR BIDS – AFTER DRAWING REVIEW AND REVISIONS
- IID. RECEIVE BIDS – FOUR WEEKS AFTER PROJECT GOES OUT TO BID
- IIE. CONSTRUCTION OF PHASE I PROJECT

Boone County Government Center
Draft Proposal / Professional Services
3.15.09 - Revised 5-22-09

III. DESIGN SERVICES

PHASE I

Hourly with a total maximum compensation of \$ 42,500, plus reimbursable expenses—for program, master plan, and schematic design. Includes Mechanical / Electrical Engineering Preliminary Work. Excludes Detailed Structural Engineering assistance. At the end of Phase I, a project budget and scope of work for Phase II will be presented and approved.

PHASE II

The following provisions govern the compensation, insurance coverage, and reimbursables for architecture, interior design, and mechanical / electrical / fire protection engineering services. (Please note specific exclusions listed below.)

IIA. PROFESSIONAL SERVICES—FOR A PROJECT IN THE RANGE OF \$2,500,000 +

Design services shall be a lump sum calculated at the rate of 6.8% of the construction cost including contingency, as determined in Phase I services, with a cap of \$199,621 of architectural fees for Phase II, plus reimbursable expenses as outlined in IIE.

IIIB. CONTRACT EXCLUSIONS

Excluded from the contract are the following services, which may be negotiated as additional services:

1. Alternative project delivery methods such as construction manager or multiple prime contracts.
2. Furnishings design / selection / specifications
3. Furnishings inventory
4. Structural design/finishing, but not limited to extension of open stair to third floor
5. Environmental Assessments
6. Energy Audit
7. Moving of mechanical systems
8. Computer Cabling
9. LEED certification and associated services
10. Research and application for grants and other funding

*and awarded by separate, mms
in written agreement.*

mms

IIIC. PROFESSIONAL LIABILITY INSURANCE

Simon Oswald Associates, Inc., obtains its professional liability insurance policy annually through the Security Insurance Company of Hartford (DPIC). The coverage is on a claims made basis and is scheduled to expire on April 29, 2009. Our policy limits are two million dollars for each claim and also two million dollars aggregate for the policy period. We intend to continue this coverage.

IIID. GENERAL LIABILITY INSURANCE

Simon Oswald Associates, Inc., obtains its general insurance policies annually through Allied Insurance. These policies, which expire on January 11, 2010, include two million dollars of commercial liability; two million dollars personal and advertising injury per person or organization; four million dollars as a general aggregate limit; four million dollars for products and completed operations aggregate limit; three hundred thousand dollars for tenants property damage legal limit; one thousand dollars medical payments per person limit; and one million dollars hired and non-owned auto liability limit. In addition, we have a workers' compensation policy of one million dollars.

IIIE. REIMBURSABLE EXPENSES

Listed below are the hourly rates and specific costs for reimbursable expenses. For budgeting purposes, we recommend that the County allocate \$2500 for 25 sets of drawings and specifications, and an additional \$100 per set for additional sets as required. If the County prefers, we can absorb the cost within our fees by charging a non-refundable deposit for each set to cover our expenses.

Boone County Government Center
 Draft Proposal / Professional Services
 3.15.09 - Revised 5-22-09

HOURLY RATES

Hourly rates for above fees shall be as follows:

Architect / Principal	\$150.00 per hour
Architect Associate/Senior Architect	\$110.00 per hour
Architect	\$100.00 per hour
Intern Architect III	\$ 85.00 per hour
Intern Architect II	\$ 75.00 per hour
Intern Architect I	\$ 70.00 per hour
Interior Designer Licensed	\$ 90.00 per hour
Interior Designer II	\$ 65.00 per hour
Interior Designer I	\$ 60.00 per hour
Graphic Designer	\$ 75.00 per hour
Clerical	\$ 55.00-65.00 per hour
Undergraduate Students	\$ 40.00 per hour

Reimbursable Expenses will be billed at 1.1 x direct cost or as follows:

Phase 1 reimb. expenses capped at \$650.00
 KOP
 MS

Travel - Outside of Columbia	Car: 50.5 cents/mile Other: 1.1 x direct cost
Mailing - Postage/Handling	1.1 x direct cost
Long Distance Telephone/Fax	1.1 x direct cost
In-House Printing	8 1/2 x 11 = .10/sheet Color 8 1/2 x 11 = 1.00/sheet 8 1/2 x 14 = .15/sheet 11 x 17 = .50/sheet 12 x 18 = .75/sheet 18 x 24 = 1.50/sheet 24 x 36 = 2.00/sheet
Outside Reproduction of Drawings, Specifications and other documents	1.1 x direct cost
Renderings/Models requested by Owner	1.1 x direct cost

October 1, 2009

CJ Dykhouse
County Counselor
Boone County, Missouri
601 E. Walnut, Ste. 207
Columbia, Missouri 65201

RE: Boone County Government Center – Proposal for Phase II Services

Dear CJ –

Please accept this proposal on behalf of Simon Oswald Architecture (SOA), Ross & Barruzzini, and THHinc for the following services:

Project Description: The project includes renovation of selected areas on the First, Second, and Third Floors and Interior Build Out of unfinished areas on the Third Floor of the Boone County Government Center building per the September 2009 - Phase I Services - Final Report. The components of the project are described under the section “Conclusion” in narrative and floor plan format. Extension of the current two story supplemental lobby stair to access the third floor will be incorporated within the Phase II project.

Scope of Services: Phase II Services for the Boone County Government Center shall include Design Development through Construction Phase for the Boone County Government Center, First, Second, and Third Floors per the Phase I report described above. Architectural and Mechanical / Electrical Engineering services will be included, and limited Structural Engineering, per THHinc Proposal letter of 7/9/09, will be included within the scope. The services described below are intended to supplement and further define those described in the Boone County – Agreement for Architectural Services for the Boone County Government Center.

1. DESIGN DEVELOPMENT (DD) PHASE :

- Based on the Owner’s approved September 2009 Schematic Design Floor Plans, the Architect shall prepare the Design Development documents for the Owner’s approval to fix and describe the size and character of the project as to architectural, mechanical, and electrical systems, and other elements as may be appropriate.
- Plans, Sections, Elevations, typical construction detail(s), and diagrammatic layouts of building systems, including outline specifications that identify major materials and systems and their general quality levels may be included in the deliverables.
- An adjusted estimate of the Cost of the Work / Statement of Probable Construction Cost will be included in the deliverables.

2. CONSTRUCTION DOCUMENTS (CD) PHASE:

- Based on the Owner’s approval of the DD Documents, the Architect shall prepare the Construction Documents for the Owner’s approval. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

- During the development of the CDs, the Architect shall assist the Owner in the development and preparation of bidding and procurement information, the form of agreement between the Owner and Contractor, and the Conditions of the Contract for the Construction.
- An adjusted estimate of the Cost of the Work / Statement of Probable Construction Cost will be included in the deliverables.

3. BIDDING / NEGOTIATION PHASE:

- Following the Owner's approval of the CDs, the Architect shall assist the Owner in obtaining competitive bids, confirming responsiveness of bids, and assist in determining and awarding the contract for the successful bid for construction.
- **We understand that the Boone County Government Center renovation and the Johnston Paint Building renovation will be designed and bid as one bid package and that one general contractor will be chosen to perform the work.**

4. CONSTRUCTION PHASE SERVICES:

- Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. **The Owner will appoint an Owner's Representative which will facilitate direct communication during the Construction Phase.** The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts and omissions of the Contractor or of any other persons or entities performing portions of the Work.
- **Certificates for Payment** – Architect will review and certify amounts due to the Contractor, constituting a representation to the Owner, based on the Architect's evaluation of the Work and on the date comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections to check the quantity or quality of the Work, or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- **Submittals** – The Architect shall review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Samples, etc. but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall review and respond to requests for information about the Contract Documents in writing, with reasonable promptness.
- **Changes in the Work** – The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract

Documents. The Architect shall maintain a record of the Change Orders and other changes which are communicated in writing by the Contractor.

5. **COST OF THE WORK:** For the purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect, and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. The Cost of the Work prepared by the Architect represents the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. The Architect's estimate of the Cost of the Work shall be based on current area, volume or other conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service.

6. **PROPOSED SCHEDULE :**

- October 6, 2009 Meeting with Ken Pearson / Commencement of DD
- November 10 Delivery of Elevator and Energy Studies, if approved by 10/23/09
- November 20 County Approval to incorporate work from Studies into project scope
- **December 15 100% Design Development** documents submitted
- January 4, 2010 County approval to Proceed with Construction Documents
- February 12 50% Construction Documents
- **March 26, 2010 100% Construction Documents** submitted
- April 9, 2010 County approval of Construction Documents
- April 30, 2010 Potential date to receive bids
- May 7, 2010 Potential date to award contract to General Contractor

It is understood by all parties that if the County does not exercise approval of the documents as shown in the above schedule, a revised schedule will be submitted.

7. **COMPENSATION:** Based on the Phase I services and report, the basic services for the Boone County Administration Building Remodeling, INCLUDING design services for ALT. 1 (extending the stair to the Third Floor) is a lump sum of One Hundred Eighty-Six Thousand Five Hundred Forty-Six Dollars (\$186,546). The following is the breakdown of services, which will be billed monthly on a percent complete basis:

○ DESIGN DEVELOPMENT	(23.5%)	\$43,838.31
○ CONSTRUCTION DOCUMENTS	(47%)	\$87,676.62
○ BIDDING & NEGOTIATION	(6%)	\$11,192.76
○ CONSTRUCTION PHASE	(23.5%)	<u>\$43,838.31</u>
	(100%)	\$186,546.

8. REIMBURSABLE EXPENSES: See Attachment to Phase I contract for rates of individual items listed below:

- Transportation and out of town travel (by consultant and subconsultants)
- Long distance phone services
- Mailing and delivery of documents
- Printing and reproductions
- Rendering, models, or other presentation materials requested by Owner

9. ADDITIONAL SERVICES or CONTRACT EXCLUSIONS: See Attachment to Phase I contract for SOA hourly rates. Consultant rates will be provided within written request for additional services:

- Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations
- Owner initiated changes to the scope of work previously approved
- Alternative project delivery methods such as construction manager or multiple prime contracts
- Analysis of structural floor loading capabilities for placement of files, equipment, or other heavy items or uses
- Existing or reused furnishings inventory and layout
- Design or construction involving hazardous materials
- Furnishings design / selection / specifications
- Structural engineering beyond the scope of the open stair extension
- Environmental Assessments
- Energy Audit(s)
- Moving of Mechanical Systems
- Computer Cabling design
- LEED certification and associated services
- Research and application for grants and other funding methods
- Structural engineering coordination meetings beyond one during DD/CD and Pre-bid meeting. Structural engineering site visits beyond one at stair framing completion.
- Preparation of Owner Initiated Change Orders

We appreciate the opportunity to work with Boone County on the Phase II services for your government center project, and are honored to be a part of your team. Please contact me with your questions or concerns regarding this proposal.

Sincerely,

Shelley Simon AIA NCARB LEED AP
Architect / Principal

November 30, 2009

Boone County Commission

Ken Pearson, Presiding Commissioner

Karen Miller, District I Commissioner

Skip Elkin, District II Commissioner

Boone County Government Center

801 E. Walnut, Room 245

Columbia, MO 65201-7732

RE: Boone County Government Center & Johnston Paint Building Phase II Services

Dear Commissioners:

We understand that the commission has expressed a desire to bid the Government Center and the Johnston Paint Building as two separate projects. It is my belief and the belief of the other architects at SOA that building two separate projects - a \$2.6 million project and a \$600,000 project - would be more expensive than one \$3.2 million project. The reason for this, among other things, includes potential additional costs associated with bonding, additional costs associated with preparation of two sets of design specifications and construction documents, additional costs associated with project administration (superintendents and project managers, etc.), anticipated additional mobilization charges from the contractors, and the potential higher unit costs of smaller quantities.

It is my recommendation that you make an official decision at the end of Design Development Phase, prior to issuing the Notice to Proceed for Construction Documents. I would like to offer, at no additional expense to you, to provide three separate Statements of Probable Cost with the Design Development documents. The first would be for the Government Center alterations as a stand alone project, the second would be for the Johnston Paint Building as a stand alone project, and the third would be for the combined Government Center / Johnston Paint project. At the present time, we are using square foot costs to derive our total budget, but at the end of Design Development, we will have enough information to make a more educated decision, based on a more specific quantity take-off method.

To facilitate this approach, SOA is willing to sign the Phase II contracts as presented or with whatever minor amendments your attorney deems advisable to reflect the arrangement outlined herein, and if you decide to split the project into two sets of bidding documents, we can negotiate the additional services prior to the



Architecture

Interior Design

Planning

Sustainability

Columbia
700 Cherry Street
Columbia, MO 65201
573.443.1407

St. Louis
4814 Washington Blvd
St. Louis, MO 63108
314.367.4762

www.soa-inc.com

commencement of Construction Documents. The additional services for two projects would affect both the Construction Documents Phase and the Construction Phase of the project(s), but not the Bidding Phase, however you can expect the reimbursable printing expenses for two projects to increase over the expenses we have proposed for bidding them as one project.

Please let me know whether you approve of this approach. We look forward to visiting with you further at your earliest convenience to see if the above proposal meets with your approval and continuing with the design of your project. Thank you very much; we value our relationship with the Boone County Commission.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shelley Simon", with a long horizontal flourish extending to the right.

Shelley Simon AIA NCARB LEED AP
Architect / Principal

Boone County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 15th day of December 20 09

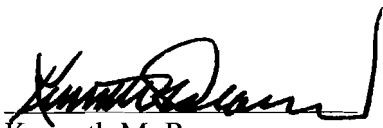
the following, among other proceedings, were had, viz:

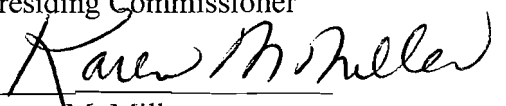
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Architectural Services with Simon Oswald Architecture for the Boone County Johnston Paint Building Remodel. Award of contract is subject to Boone County Auditor approval and certification. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

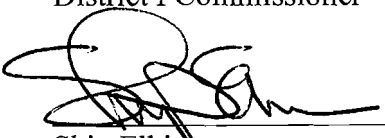
Done this 15th day of December, 2009.

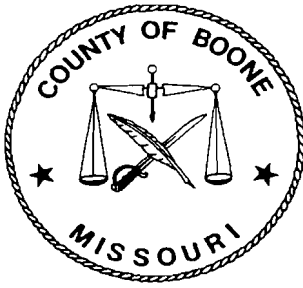
ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



Boone County – Agreement for Architectural Services

Project Name: Boone County Johnston
Paint Building Remodel
Last Revised: December 9, 2009

THIS AGREEMENT is made and entered into this 15 day of December, 2009, by and between Boone County, Missouri, by and through its County Commission, herein “Owner,” and Simon Oswald Architecture, herein “Architect.”

In consideration of the performance by each party of their respective obligations described in this Agreement, the parties agree as follows:

1. **Project Description:** The Architect agrees to provide Owner with architectural services for the purpose of design and construction of the project generally known as Boone County Johnston Paint Building, herein “Project.” The Project contemplates Phase II architectural services for the interior remodel and reconstruction of the Johnston Paint Building. The approach to the project will be through an award of a contract to a General Contractor, with an employee of Owner serving as a project manager for Owner and the Owner designating Commissioner Kenneth M. Pearson as the Owner’s representative. The Agreement between Owner and Architect for Phase I services approved by Commission Order 273-2009, along with a written proposal for Phase II services from Shelley Simon dated October 1, 2009, and a second proposal dated November 30, 2009, from Shelley Simon relating to the use of one or two general contractors on this project and the related Boone County Government Center project, is attached hereto and incorporated into this Agreement. In the event of a conflict between the terms of the

proposal and this Agreement, or the inclusion of a contract term in the proposal not reflected in this Agreement, the terms of this Agreement shall control.

2. **Architectural Services:** Architect shall provide as basic services all architectural services as described herein, including mechanical and electrical engineering and interior design services in connection with the Project. Structural and civil engineering services, if necessary, will be negotiated as additional services. Any necessary services contracted for outside the Architect's firm shall be paid for out of the Architect's fees for basic services unless specifically provided for otherwise in this Agreement. All services rendered shall be consistent with the professional skill and care ordinarily provided by Architects providing services in Boone County, Missouri, under the same or similar circumstances. The Architect's Phase II services shall be delivered generally per the following breakdown:

Design Development	–	23.5%
Construction Documents	–	47%
Bids and Negotiation	--	6%
Construction Administration	–	23.5%

The Architect's services shall include the following services as appropriate and necessary for the completion of the Project, and provide Owner with updated Cost of Work budgets, as appropriate. The following is a non-exhaustive list of the services to be provided under this Agreement, and Architect has already provided many of the services indicated under Design Development Phase as part of the Schematic Design services completed under Phase I :

2.1. Design Development Phase: Architect will consult with Owner and Owner's departments regarding Owner's needs, research applicable design criteria, attend Project meetings and communicate progress to the Owner. Architect shall coordinate its

services with Owner and Owner's consultants. Architect shall submit for Owner's approval a schedule for performance of the Architect's services, with services to begin at time of execution of this Agreement and substantial completion of the Project to be determined. Architect shall present its preliminary evaluation to Owner and shall discuss with Owner alternative approaches to design and construction of the Project. Architect shall prepare a Cost of Work budget and a preliminary design of the Project. Upon approval of the preliminary design, Architect will prepare and submit for approval schematic design documents. Upon approval of the schematic design documents, Architect shall prepare and submit for approval such other specifications and documents necessary for inclusion in the Construction Documents for completion of the Project, to include descriptions of the architectural, structural, mechanical and electrical systems and such other elements as may be appropriate. Upon Owner's approval of the Project specifications and updates, if any, to the Cost of Work, Architect shall proceed to the Construction Documents phase.

2.2. Construction Documents / Bidding and Negotiation Phases: Architect shall prepare Construction Documents consistent with the terms of this Agreement. The Construction Documents shall illustrate and describe the Project in detail, the quality levels of material and systems and other requirements for the construction of the Project, including required performance or design criteria that the Project's systems must satisfy. The Construction Documents shall specify, when appropriate, any requirements of the Contractor to provide additional information such as shop drawings, product data, samples or other similar submittals. The conditions of bidding, bid proposal forms and other contract conditions shall be included. There shall be a pre-bid conference, which

Architect shall participate in, and Architect shall assist Owner in evaluating and awarding the construction contract of the Project under competitive bidding. Architect shall coordinate with Owner's legal department and purchasing department as to the final form of the Construction Documents, and shall coordinate with Owner's purchasing department for the copying of bidding documents, arranging the pre-bid conference, responding to and publishing and addenda to the bid specifications, providing clarifications and interpretations of the bidding documents, organizing and conducting the opening of bids and the documenting of the bidding results.

2.3. Construction Phase Services: Architect shall provide administration of the contract between Owner and the contractor and shall advise and consult with Owner as appropriate. Architect shall visit the site at appropriate intervals to determine if work is being performed as called for in the Construction Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections. Architect shall interpret and timely recommend to Owner appropriate actions on matters concerning the performance of the contract on request of either Owner or contractor. On issues of means and methods employed by contractor, Architect shall not be responsible for the same. Architect shall make Owner aware, however, of any decisions by Contractor that might tend to unnecessarily increase the cost of the Project. Architect shall review and certify the amounts due contractor and issue certificates for payment, which shall constitute Architect's representation that the work is in accordance with the Construction Documents and is of the quality called for in said Construction Documents. Architect shall review and approve contractor's submittal schedule and take action as appropriate per the approved submittal schedule. Architect shall review and make

recommendations to Owner regarding any requested changes in the work, with particular attention to whether such change request is appropriate given the contractor's knowledge of the conditions of the Project as provided for in the Construction Documents. Architect will, in consultation with Owner, determine substantial completion of the Project and the date of final completion. The Architect will obtain from contractor all warranties, drawings or other documents related to the Project and furnish those to Owner and issue a final certificate of payment. Within one (1) year of the date of substantial completion, Architect will conduct a meeting with Owner to review the operations and performance of the facility to facilitate the filing of any appropriate warranty claims.

3. **Construction Documents:** Owner specifically reserves the right to approve the form of the Construction Documents. Architect will consult with Owner's Purchasing and Legal Departments in the preparation of the Construction Documents. Architect will provide information to Owner in sufficient time to allow Owner's Purchasing and Legal departments to review and modify the Construction Documents to be consistent with Owner's policies and procedures. Copies of documents for bidding purposes shall be performed by Owner at Owner's expense through Owner's Purchasing Department. The bid documents shall contemplate a pre-bid conference which Architect shall attend and participate in.

4. **Additional Services and Reimbursable Expenses:** Services not normally and customarily included within basic architectural services as described herein shall be considered additional services. No compensation shall be paid for any service rendered by Architect as an additional service unless rendition of the service has been authorized by Owner, in writing, in advance of performance of said service. Any additional services performed by

Architect prior to such written authorization of Owner shall be deemed a basic Architectural service.

5. **Owner's Responsibilities:** Owner shall provide Architect with all information pertaining to Owner's requirements for the Project including design objectives, design restraints and criteria for user agencies. Owner shall be responsible for examining documents submitted by Architect and rendering decisions as necessary in such a manner to avoid unreasonable delays in the progress of the Project. If recommended by Architect and Owner approves, Owner will provide necessary survey work and/or geotechnical investigation. Owner shall provide Architect access to the Project and work site whenever appropriate.

6. **Architectural Work Product:** Owner acknowledges that the Architect's completed contract documents as Architect's work product. Nevertheless, completed contract documents prepared under this Agreement shall, upon full and final payment to the Architect of all monies due and owing, become the property of Owner whether the Project is executed or not. Upon full and final payment to the Architect of all monies due and owing, Architect shall deliver to Owner updated contract documents upon final completion of the Project or as they exist as of the date of termination, as applicable, in paper and electronic form as prepared by Architect. Architect shall be permitted to retain reproducible copies of the contract documents for Architect's own use and reference. In the case of any future reuse of the documents by Owner without Architect's direct professional involvement, the Architect's and Architect's consultants' names and seals shall be removed from all such documents and the Architect shall not be liable to the Owner in any manner whatsoever for their reuse. The Owner's obligations under this paragraph shall survive any termination of this Agreement and shall be binding upon Owner's successors and assigns.

7. **Compensation:** In consideration of the Architect's provision of services under this Agreement, Owner agrees to compensate Architect as follows: **a total sum of \$41,475.70 for the Johnston Paint Building remodel.** Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted upon completion of the work constituting the task or project for which services are provided. Periodic invoices shall not exceed the amounts permitted in the Architect's proposal approved by the Owner and shall not exceed the percentages of work progress as contemplated in paragraph 2 above. Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Architect'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 Architect. 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 Architect. Notwithstanding anything herein to the contrary, any reimbursable expenses shall be limited to the sum of Three Thousand Dollars (\$3,000.00).

8. **Insurance:** Architect 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. Architect shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Architect 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 Architect's obligations to maintain such insurance coverage and Architect shall indemnify and hold the Owner and all its personnel harmless from and against any and all 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 damages, losses or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Architect, its agents or employees. The Architect 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.

9. **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 Architect 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 Kenneth M. Pearson, Presiding Commissioner, who has been designated by the Boone County

Commission to supervise the Project. 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 Architect'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.

10. **Termination or Suspension:** This Agreement may be terminated by the Owner for any reason upon at least 15 days written notice of termination to the Architect. Upon termination, Architect shall immediately discontinue all services and deliver to Owner a final invoice for all services rendered through the termination date. Upon full and final payment to the Architect for all monies due and owing, Architect shall deliver to Owner any and all drawings, plans, specifications or other documents prepared or received by Architect for services under this Agreement, whether complete or in progress. If Owner questions the extent of the work on the final invoice it shall have every opportunity to review and evaluate all work upon which the invoice is based prior to payment. In addition to the foregoing, either party may terminate this Agreement upon no less than 10 days written notice in the event the other party shall substantially fail to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination.

11. **Governing Law / Venue / Dispute Resolution:** This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Association Division of said Court for resolution. The parties may mutually agree, prior to resorting to litigation in this matter, to submit any dispute to non-binding mediation through the University of Missouri

School of Law Center for Dispute Resolution.

12. **Notice:** Any provision of notice called for herein shall be deemed given when a written notice is hand-delivered to the other party as set out herein, or in three (3) days after the same is placed in the U.S. Mail to the following addresses, as appropriate:

If to the Architect:

Simon Oswald Architecture
Attn: Shelley Simon
700 Cherry Street
Columbia, Missouri 65201

If to the Owner:

Boone County Commission
801 E. Walnut, Ste. 245
Columbia, Missouri 65201

With a copy to:

C.J. Dykhouse
Boone County Counselor
601 E. Walnut, Ste. 207
Columbia, Missouri 65201

13. **Certification of Lawful Presence / Work Authorization:** Architect shall complete and return the Work Authorization Certification if one is not on file with the Boone County Public Works Department in conjunction with a General Consultant Services Agreement.

14. **Complete Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SO AGREED.

SIMON OSWALD ARCHITECTURE

By *Shelley Sir*

Title ARCHITECT/PRINCIPAL

Dated: 12/10/09

BOONE COUNTY, MISSOURI

By *Kenneth [Signature]*
Presiding Commissioner

Dated: 12/15/09

ATTEST:

Wendy S. Noren
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

PROJECT BUDGET OVERSIGHT:

Lisa Roland 12-10-09
Accountant, Treasurer's Office

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.)
[Signature] 12/29/09 4090-71212
Signature Date Appropriation Account
4090-71211

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT dated this 16th day of June, 2009, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Simon Oswald Architecture (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. **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 the Consultant's Draft Proposal / Professional Services dated March 15, 2009 and revised May 22, 2009, which is attached hereto and incorporated herein by reference. 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. All work performed 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:

1.1 **Scope of Services** – Services which the Consultant does not identify as excluded from basic services under the Proposal incorporated herein 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 and no additional fee shall be paid for said services.

1.2 **Time for Completion** – Phase I services shall be completed in a timely manner consistent with the schedule set out in the incorporated Proposal and, where a specific time is not set, at such time as the Owner and Consultant agree. Time is of the essence in this Agreement.

1.3 **Pricing for Phase II Services** – The incorporated proposal sets out both Phase I and Phase II services, and this Agreement specifically authorizes only Phase I services. Phase II services will be authorized and awarded under a separate, written contract. The pricing for Phase II services, however, shall remain firm for a period of eighteen months (18) months from the date of completion of Phase I services. The fee for Phase II services shall be **6.8 %** of the total estimated construction costs for Phase II, with a cap of \$199,621.00 of architectural fees for Phase II. If Phase II services are authorized by a separate agreement within the eighteen (18) months after completion of Phase I services, then said pricing shall be firm for the duration of Phase II services.

1.4 **Phase II Planning** – As part of Phase I services, Consultant shall prepare a detailed scope of work for Phase II services. That scope of work shall contemplate that the County shall allow for sufficient time for Construction Documents to be reviewed by

the County's legal department, with the final form of those documents to be determined by the County. In addition, the Phase II planning should contemplate that the work will be awarded to a General Contractor, who shall work with the Architect and the County's representative(s) during the Construction Phase of the contract.

2. **Compensation** - In consideration for the Consultant's provision of services for Phase I 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 Proposal incorporated herein. The basis of compensation for this Agreement shall be an hourly fee plus expense basis as set out in the incorporated proposal, with the **total cost for Phase I services not to exceed Forty-Two Thousand Five Hundred Dollars (\$42,500.00)**. Consultant 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 set out in the incorporated Proposal. 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. 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.

3. **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 effect services rendered hereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate 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.

5. **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 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. Other insurance requirements are set out in the exhibit "Insurance Requirements" and are incorporated herein by reference.

6. **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.

7. **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.

8. **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.

9. **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 Presiding Commissioner 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.

10. **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.

11. **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.

12. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto.

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

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

SIMON OSWALD ARCHITECTURE

By Shelley Smith

Title ARCHITECT / PRINCIPAL

Dated: 6/10/09

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 6/16/09

ATTEST:

[Signature]
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.)

Signature June E. Pitchford Date 7/2/09 Appropriation Account 4010-71211 \$42,500.00

CONTRACT APPROVAL PROCESS

October 13, 2008 Draft proposal forwarded to Ken Pearson, Presiding Commissioner – excluding cost of design services, pending additional information regarding scope of feasibility & design study

Boone County Commission (BCC) determines which buildings will be included in the new feasibility study for the Boone County Government Center & associated properties

Commission provides

- List of buildings to be evaluated
- Plans of buildings to be evaluated
- List of departments to be considered for inclusion in revised plan
- Organizational charts and personnel lists for all affected departments

March 16, 2009 Simon Oswald Architecture (SOA) provides proposal, pending successful negotiation of cost of mechanical, electrical, plumbing, and fire protection engineering, as well as any additional engineering consultants necessary for completion of design services.

PHASE I SERVICES

IA. INDIVIDUAL SURVEY OF NEEDS

SOA & Ken Pearson – kick off / planning meeting for the project

Program Kick Off Session to establish goals and explain process - Design Team with Department Heads and County Office holders, followed by individual meetings with each affected department head to re-verify program information from previous study. Establish Project Goals

Each department will be emailed previous program of space needs to review and comment in the individual meetings.

Individual Department Meetings will verify work flow and discuss Common & Support Areas, as well as review information provided in previous Master Plan study.

Preliminary Program of Space Needs reviewed with Department Heads in individual meetings.

- Individual Office Spaces and Established Standards
- Individual Work Stations
- Shared Department Spaces
- Department Circulation Areas
- Building Common Areas
- Building Support Areas
- Building Circulation Areas

Discussion of Anticipated Growth for each Department

Analysis of existing buildings - SOA examines, measures, and photographs existing conditions and updates record documents

Analysis of Existing Building Structure—Support Systems and Condition of Building Envelope

Analysis of Building HVAC, Plumbing, and Electrical Systems, including operating costs and potential efficiencies

SOA receives facilities management inventory of furnishings, fixtures, and equipment

IB. PROGRAM OF SPACE NEEDS / SHORT TERM & LONG TERM / EVALUATION OF EXISTING BUILDINGS

- | | |
|----------|--|
| Date TBD | Facility Review Meeting with BCC Building Committee <ul style="list-style-type: none">• Program of Space Needs reviewed and approved by Client Project Team for total projected square footage.• Analysis of existing buildings presented for discussion of design opportunities within buildings |
| Date TBD | Design Options Meeting with BCC Building Committee <ul style="list-style-type: none">• Review and approve potential locations for departments |

IC. SCHEMATIC DESIGN STUDIES

- | | |
|----------|--|
| Date TBD | SOA Team authorized to proceed with Schematic Design Studies. <ul style="list-style-type: none">Establish Options for re-organizing for increased efficiency within existing buildingEstablish Options for locating various departments on Third FloorEstablish Options for locating various departments in additional BCC buildings |
| Date TBD | Review alternatives with Client Project Team |
| Date TBD | Finalize, Refine, and Establish additional Options for Scenarios described |
| Date TBD | Final Design Sketches for Future Floor Plans with Phased Renovation and New Construction |
| Date TBD | Final Report including: <ul style="list-style-type: none">Executive SummarySchematic Design Floor Plan OptionsBuilding Program of Space Needs including 2-, 5-, and 10-year growth projectionsPhased Implementation Plan for Renovation and New Construction<ul style="list-style-type: none">Short Term PlanLong Term PlanStatement of Probable Construction Cost for each Phase of the multi-year planComprehensive Project Budget |

Boone County Government Center
Draft Proposal / Professional Services
3.15.09 - Revised 5-22-09

PHASE II SERVICES

- IIA. DESIGN DEVELOPMENT PHASE—APPROX FIVE WEEKS AFTER NOTICE TO PROCEED
- IIB. CONSTRUCTION DOCUMENTS PHASE—APPROX NINE WEEKS AFTER NOTICE TO PROCEED
- IIC. PROJECT OUT FOR BIDS - AFTER DRAWING REVIEW AND REVISIONS
- IID. RECEIVE BIDS - FOUR WEEKS AFTER PROJECT GOES OUT TO BID
- IIE. CONSTRUCTION OF PHASE I PROJECT

Boone County Government Center
Draft Proposal / Professional Services
3.15.09 - Revised 5-22-09

III. DESIGN SERVICES

PHASE I

Hourly with a total maximum compensation of \$ 42,500, plus reimbursable expenses—for program, master plan, and schematic design. Includes Mechanical / Electrical Engineering Preliminary Work. Excludes Detailed Structural Engineering assistance. At the end of Phase I, a project budget and scope of work for Phase II will be presented and approved.

PHASE II

The following provisions govern the compensation, insurance coverage, and reimbursables for architecture, interior design, and mechanical / electrical / fire protection engineering services. (Please note specific exclusions listed below.)

IIA. PROFESSIONAL SERVICES—FOR A PROJECT IN THE RANGE OF \$2,500,000 +

Design services shall be a lump sum calculated at the rate of 6.8% of the construction cost including contingency, as determined in Phase I services, with a cap of \$199,621 of architectural fees for Phase II, plus reimbursable expenses as outlined in IIE.

IIB. CONTRACT EXCLUSIONS

Excluded from the contract are the following services, which may be negotiated as additional services:

1. Alternative project delivery methods such as construction manager or multiple prime contracts.
2. Furnishings design / selection / specifications
3. Furnishings inventory
4. Structural design engineering, but not limited to extension of open stair to third floor
5. Environmental Assessments
6. Energy Audit
7. Moving of mechanical systems
8. Computer Cabling
9. LEED certification and associated services
10. Research and application for grants and other funding

and awarded by separate
written agreement. *MS*

MS

IIC. PROFESSIONAL LIABILITY INSURANCE

Simon Oswald Associates, Inc., obtains its professional liability insurance policy annually through the Security Insurance Company of Hartford (DPIC). The coverage is on a claims made basis and is scheduled to expire on April 25, 2009. Our policy limits are two million dollars for each claim and also two million dollars aggregate for the policy period. We intend to continue this coverage.

IID. GENERAL LIABILITY INSURANCE

Simon Oswald Associates, Inc., obtains its general insurance policies annually through Allied Insurance. These policies, which expire on January 11, 2010, include two million dollars of commercial liability; two million dollars personal and advertising injury per person or organization; four million dollars as a general aggregate limit; four million dollars for products and completed operations aggregate limit; three hundred thousand dollars for tenants property damage legal limit; one thousand dollars medical payments per person limit; and one million dollars hired and non-owned auto liability limit. In addition, we have a workers' compensation policy of one million dollars.

IIE. REIMBURSABLE EXPENSES

Listed below are the hourly rates and specific costs for reimbursable expenses. For budgeting purposes, we recommend that the County allocate \$2500 for 25 sets of drawings and specifications, and an additional \$100 per set for additional sets as required. If the County prefers, we can absorb the cost within our fees by charging a non-refundable deposit for each set to cover our expenses.

Boone County Government Center
 Draft Proposal / Professional Services
 3.15.09 - Revised 5-22-09

HOURLY RATES

Hourly rates for above fees shall be as follows:

Architect / Principal	\$150.00 per hour
Architect Associate/Senior Architect	\$110.00 per hour
Architect	\$100.00 per hour
Intern Architect III	\$ 85.00 per hour
Intern Architect II	\$ 75.00 per hour
Intern Architect I	\$ 70.00 per hour
Interior Designer Licensed	\$ 70.00 per hour
Interior Designer II	\$ 65.00 per hour
Interior Designer I	\$ 60.00 per hour
Graphic Designer	\$ 75.00 per hour
Clerical	\$ 55.00-65.00 per hour
Undergraduate Students	\$ 40.00 per hour

Reimbursable Expenses will be billed at 1.1 x direct cost or as follows:

Phase I reimb. expenses capped at \$650.00

Travel - Outside of Columbia	Car: 50.5 cents/mile Other: 1.1 x direct cost
Mailing - Postage/Handling	1.1 x direct cost
Long Distance Telephone/Fax	1.1 x direct cost
In-House Printing	8 1/2 x 11 = .10/sheet Color 8 1/2 x 11 = 1.00/sheet 8 1/2 x 14 = .15/sheet 11 x 17 = .50/sheet 12 x 18 = .75/sheet 18 x 24 = 1.50/sheet 24 x 36 = 2.00/sheet
Outside Reproduction of Drawings, Specifications and other documents	1.1 x direct cost
Renderings/Models requested by Owner	1.1 x direct cost

*KJP
MNS*

October 1, 2009

CJ Dykhouse
County Counselor
Boone County, Missouri
601 E. Walnut, Ste. 207
Columbia, Missouri 65201

RE: Johnston Paint Building – Proposal for Phase II Services

Dear CJ –

Please accept this proposal on behalf of Simon Oswald Architecture (SOA), Ross & Barruzzini, and THHinc for the following services:

Project Description: The project includes renovation of the old Johnston Paint Building on Ash Street in Columbia, Missouri per the September 2009 - Phase I Services - Final Report. The components of the project are described under the section “Conclusion” in narrative and floor plan format.

Scope of Services: Phase II Services for the Johnston Paint Building shall include Design Development through Construction Phase for the First Floor, Basement, and exterior per the Phase I report described above. Architectural and Mechanical / Electrical Engineering services will be included within the scope. The services described below are intended to supplement and further define those described in the Boone County – Agreement for Architectural Services for the Boone County Johnston Paint Building.

1. DESIGN DEVELOPMENT (DD) PHASE :

- Based on the Owner’s approved September 2009 Schematic Design Floor Plans, the Architect shall prepare the Design Development documents for the Owner’s approval to fix and describe the size and character of the project as to architectural, mechanical, and electrical systems, and other elements as may be appropriate.
- Plans, Sections, Elevations, typical construction detail(s), and diagrammatic layouts of building systems, including outline specifications that identify major materials and systems and their general quality levels may be included in the deliverables.
- An adjusted estimate of the Cost of the Work / Statement of Probable Construction Cost will be included in the deliverables.

2. CONSTRUCTION DOCUMENTS (CD) PHASE:

- Based on the Owner’s approval of the DD Documents, the Architect shall prepare the Construction Documents for the Owner’s approval. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.
- During the development of the CDs, the Architect shall assist the Owner in the development and preparation of bidding and procurement information, the form of agreement between the Owner and Contractor, and the Conditions of the Contract for the Construction.
- An adjusted estimate of the Cost of the Work / Statement of Probable Construction Cost will be included in the deliverables.

3. BIDDING / NEGOTIATION PHASE:

- Following the Owner's approval of the CDs, the Architect shall assist the Owner in obtaining competitive bids, confirming responsiveness of bids, and assist in determining and awarding the contract for the successful bid for construction.
- **We understand that the Boone County Government Center renovation and the Johnston Paint Building renovation will be designed and bid as one bid package and that one general contractor will be chosen to perform the work.**

4. CONSTRUCTION PHASE SERVICES:

- Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. **The Owner will appoint an Owner's Representative which will facilitate direct communication during the Construction Phase.** The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts and omissions of the Contractor or of any other persons or entities performing portions of the Work.
- **Certificates for Payment** – Architect will review and certify amounts due to the Contractor, constituting a representation to the Owner, based on the Architect's evaluation of the Work and on the date comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections to check the quantity or quality of the Work, or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- **Submittals** – The Architect shall review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Samples, etc. but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall review and respond to requests for information about the Contract Documents in writing, with reasonable promptness.
- **Changes in the Work** – The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall maintain a record of the Change Orders and other changes which are communicated in writing by the Contractor.

5. **COST OF THE WORK:** For the purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect, and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include compensation of the Architect, the costs of land, rights-of-way,

financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. The Cost of the Work prepared by the Architect represents the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. The Architect's estimate of the Cost of the Work shall be based on current area, volume or other conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service.

6. PROPOSED SCHEDULE :

- October 6, 2009 Meeting with Ken Pearson / Commencement of DD
- November 10 Delivery of Elevator and Energy Studies, if approved by 10/23/09
- November 20 County Approval to incorporate work from Studies into project scope
- **December 15 100% Design Development** documents submitted
- January 4, 2010 County approval to Proceed with Construction Documents
- February 12 50% Construction Documents
- **March 26, 2010 100% Construction Documents** submitted
- April 9, 2010 County approval of Construction Documents
- April 30,2010 Potential date to receive bids
- May 7, 2010 Potential date to award contract to General Contractor

It is understood by all parties that if the County does not exercise approval of the documents as shown in the above schedule, a revised schedule will be submitted.

7. COMPENSATION: Based on the Phase I services and report, the basic services for the Boone County Johnston Paint Building Remodeling, is a lump sum of Forty One Thousand Four Hundred Seventy Six dollars (\$41,476). The following is the breakdown of services, which will be billed monthly on a percent complete basis:

○ DESIGN DEVELOPMENT	(23.5%)	\$ 9,746.86
○ CONSTRUCTION DOCUMENTS	(47%)	\$19,493.72
○ BIDDING & NEGOTIATION	(6%)	\$ 2,488.56
○ CONSTRUCTION PHASE	(23.5%)	\$ 9,746.86
	(100%)	\$41,476.

8. REIMBURSABLE EXPENSES: See Attachment to Phase I contract for rates of individual items listed below:

- Transportation and out of town travel (by consultant and subconsultants)
- Long distance phone services
- Mailing and delivery of documents
- Printing and reproductions
- Rendering, models, or other presentation materials requested by Owner

9. ADDITIONAL SERVICES or CONTRACT EXCLUSIONS: See Attachment to Phase I contract for SOA hourly rates. Consultant rates will be provided within written request for additional services:

- Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations
- Owner initiated changes to the scope of work previously approved
- Alternative project delivery methods such as construction manager or multiple prime contracts
- Analysis of structural floor loading capabilities for placement of files, equipment, or other heavy items or uses
- Existing or reused furnishings inventory and layout
- Design or construction involving hazardous materials
- Furnishings design / selection / specifications
- Structural engineering beyond the scope of the open stair extension
- Environmental Assessments
- Energy Audit(s)
- Moving of Mechanical Systems
- Computer Cabling design
- LEED certification and associated services
- Research and application for grants and other funding methods
- Structural engineering coordination meetings beyond one during DD/CD and Pre-bid meeting. Structural engineering site visits beyond one at stair framing completion.
- Preparation of Owner Initiated Change Orders

We appreciate the opportunity to work with Boone County on the Phase II services for your government center projects, and are honored to be a part of your team. Please contact me with your questions or concerns regarding this proposal.

Sincerely,

Shelley Simon AIA NCARB LEED AP
Architect / Principal

RECEIVED NOV 10 2009

November 30, 2009

Boone County Commission

Ken Pearson, Presiding Commissioner

Karen Miller, District I Commissioner

Skip Elkin, District II Commissioner

Boone County Government Center

801 E. Walnut, Room 245

Columbia, MO 65201-7732

RE: Boone County Government Center & Johnston Paint Building Phase II Services

Dear Commissioners:

We understand that the commission has expressed a desire to bid the Government Center and the Johnston Paint Building as two separate projects. It is my belief and the belief of the other architects at SOA that building two separate projects - a \$2.6 million project and a \$600,000 project - would be more expensive than one \$3.2 million project. The reason for this, among other things, includes potential additional costs associated with bonding, additional costs associated with preparation of two sets of design specifications and construction documents, additional costs associated with project administration (superintendents and project managers, etc.), anticipated additional mobilization charges from the contractors, and the potential higher unit costs of smaller quantities.

It is my recommendation that you make an official decision at the end of Design Development Phase, prior to issuing the Notice to Proceed for Construction Documents. I would like to offer, at no additional expense to you, to provide three separate Statements of Probable Cost with the Design Development documents. The first would be for the Government Center alterations as a stand alone project, the second would be for the Johnston Paint Building as a stand alone project, and the third would be for the combined Government Center / Johnston Paint project. At the present time, we are using square foot costs to derive our total budget, but at the end of Design Development, we will have enough information to make a more educated decision, based on a more specific quantity take-off method.

To facilitate this approach, SOA is willing to sign the Phase II contracts as presented or with whatever minor amendments your attorney deems advisable to reflect the arrangement outlined herein, and if you decide to split the project into two sets of bidding documents, we can negotiate the additional services prior to the



Architecture

Interior Design

Planning

Sustainability

Columbia
700 Cherry Street
Columbia, MO 65201
573.443.1407

St. Louis
4814 Washington Blvd
St. Louis, MO 63108
314.367.4762

www.soa-inc.com

commencement of Construction Documents. The additional services for two projects would affect both the Construction Documents Phase and the Construction Phase of the project(s), but not the Bidding Phase, however you can expect the reimbursable printing expenses for two projects to increase over the expenses we have proposed for bidding them as one project.

Please let me know whether you approve of this approach. We look forward to visiting with you further at your earliest convenience to see if the above proposal meets with your approval and continuing with the design of your project. Thank you very much; we value our relationship with the Boone County Commission.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shelley Simon", with a long horizontal flourish extending to the right.

Shelley Simon AIA NCARB LEED AP
Architect / Principal

Boone County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 15th day of December 20 09

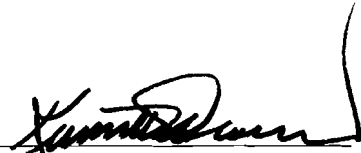
the following, among other proceedings, were had, viz:

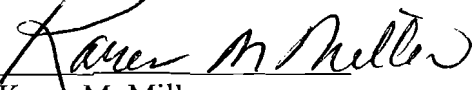
Now on this day the County Commission of the County of Boone does hereby award bid 62-23Nov09 Office Supplies Term and Supply to Smart Business Products. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contract.


Done this 15th day of December, 2009.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: December 4, 2009
RE: 62-23NOV09 – Office Supplies Term and Supply

The Bid for Office Supplies Term and Supply closed on November 23, 2009. Three bids were received. Purchasing and the Office Supplies Committee recommend award to Smart Business Products, for offering the lowest and best bid.

This is a term and supply contract for all departments to use. Contract will be paid by each department as items are purchased.

Attached is the Bid Tabulation.

ATT: Bid Tabulation

cc: Purchasing Committee Members
Bid File

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Office Supply Committee Members
FROM: Tyson Boldan
Buyer
DATE: December 2, 2009
RE: Bid Award Recommendation – 62-23NOV09 – Office Supplies Term and Supply

Attached is the bid tabulation for the four responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: _____

Account Number: _____

Budgeted: \$ _____

Award Amount: _____

Award bid by low bid to Smart Business Products as primary provider and Office Depot through the US Communities Program as secondary provider.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach committee recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Office Supplies Committee Signature: Barbara Morris Date: 12-2-09

Office Supplies Committee Signature: Jody Moore Date: 12-2-09

Office Supplies Committee Signature: Bella Westcott Date: 12/2/09 w/ Smart Business clarification

Office Supplies Committee Signature: Tyson Boldan Date: 12/2/09

Administrative Authority Signature: Willie Bo Date: 12-2-09

**62-23NOV09 - Office
Supplies Term and
Supply**

BID TABULATION

ATTACHMENT A

STANDARD OFFICE SUPPLY LIST			Quill			Pro Form			Office Depot (US Communities)			Smart Business Products		
Item #	Product SKU	Product Description	Unit Price	Estimated quantity	Extended Price	Unit Price	Estimated quantity	Extended Price	Unit Price	Estimated quantity	Extended Price	Unit Price	Estimated quantity	Extended Price
1	AAG52000	BOOK,APPT,10,J N-DC,1WK2PG	NB	29	NB	13.9	29	403.1	13.97	29	405.13	9.38	29	272.02
2	AGB20371	BNDR,EV,RND RING,1/2IN,WE	3.96	20	79.2	5.07	20	101.4	NB	20	NB	1.32	20	26.4
3	AVE05202	LBL,FILE FLDR,WE,252/PK	1.76	45	79.2	2.15	45	96.75	1.5	45	67.5	0.17	45	28.8
4	AVE11110	INDEX,BNDR,LT R,CL,STB,1ST	0.45	20	9	0.86	20	17.2	0.26	20	5.2	0.2615	20	3.4
5	AVE11112	INDEX,BNDR,LT R,CL,8TB	0.67	60	40.2	1.32	60	79.2	0.35	60	21	0.2615	60	15.69
6	AVE23078	INDEX,WRTON,L TR,8TB,WE	0.91	146	132.86	1.69	146	246.74	2.34	146	341.64	0.36	146	52.56
7	AVE23280	INDEX,BNDR,LT R,AST,5TB	0.75	40	30	1.23	40	49.2	1.51	40	60.4	0.82	40	32.8
8	AVE49988	PEN,ROLR,EGEL BK	0.66	24	15.84	1.35	24	32.4	13.53	24	324.72	0.83	24	19.92
9	CEB03307	ENVL,CSP,28#6 X9,KFT,1C	3.99	23	91.77	6.9	23	158.7	10.25	23	235.75	4.72	23	108.56
10	CEB03310	ENVL,CSP,28#9 X12,KFT,1C	4.75	20	95	7.45	20	149	5.6	20	112	4.95	20	99
11	CEB03350	ENVL,#10,24#,W E,5C/BX	5.49	34	186.66	8.31	34	282.54	9.17	34	311.78	7	34	238
12	CEB03409	FLDR,HANG,LTR 1/3,GN,25BX	3.72	10	37.2	6.59	10	65.9	4.21	10	42.1	3.99	10	39.9
13	CEB03423	FLDR,MLA,1/3,LT R,1C/BX	3.99	72	287.28	6.43	72	462.96	4.79	72	344.88	4.44	72	319.68
14	CEB1115BK	BNDR,3RG,LTR,1 5",BK	1.57	44	69.08	3.42	44	150.48	3.55	44	156.2	2.1	44	92.4
15	CEB1115RD	BNDR,3RG,LTR,1 5",RD	1.72	27	46.44	3.42	27	92.34	6.11	27	164.97	2.1	27	56.7
16	CEB20210	PPR ROLL,CSHRG,2.7 5"X150"	0.43	80	34.4	72.25	80	5780	4.16	80	332.8	0.721375	80	57.71
17	CEB20212	PPR ROLL,2.25"X150", WE	0.28	59	16.52	3.94	59	232.46	0.51	59	30.09	0.73	59	43.07
18	CEB23134	CD- R,80MIN,700MB,5 2X,10PK	3.36	20	67.2	6.41	20	128.2	4.28	20	85.6	0.387	20	7.74
19	CEB31531	CD PROT,3RD SHT,2CAP,CL	5.18	25	129.5	12.99	25	324.75	3.67	25	91.75	0.65	25	16.25
20	CEB34X366 PK	TAPE,MTE INVSBL,3/4",8/PK	NB	21	NB	6.01	21	126.21	23.22	21	487.62	0.53	21	11.13
21	CEB35070	BNDR CLIP,25",MINI	0.11	69	7.59	0.34	69	23.46	0.37	69	25.53	0.16	69	11.04
22	CEB35072	BNDR CLIP,38",SM	0.14	129	18.06	0.34	129	43.86	0.09	129	11.61	0.18	129	23.22
23	CEB35074	BNDR CLIP,MED	0.35	102	35.7	0.77	102	78.54	0.4	102	40.8	0.31	102	31.62
24	CEB3X3M	MEMO CLIP,SELF STICK,NEON	3.24	22	71.28	1.91	22	42.02	4.59	22	100.98	2.57	22	56.54
25	CEB52220	PEN,BL,PT,RET,M ED,BK,DZ	NB	21	NB	7.92	21	166.32	3.57	21	74.97	3.24	21	68.04
26	CEB61039	STAPLE,FULL STRP,CHSL,5M	NB	88	NB	0.76	88	66.88	0.24	88	21.12	0.28	88	24.64
27	CEB96361	REEL,FRD CARD,BK	1.04	30	31.2	9.31	30	279.3	1.7	30	51	2.577333	30	77.32
28	CEB96365	CARD,NECK,NY L,BK	70	0	10.21	70	714.7	4.25	70	297.5	0.611714	70	42.82	
29	DPS03019	TRAY,STACK,LG L,BK	2.79	30	83.7	9.84	30	295.2	3.18	30	95.4	2.465	30	73.95
30	ESS7320CA N	CARD,INDEX,3X 5,PLN,CY	NB	22	NB	1.23	22	27.06	1.37	22	30.14	0.76	22	16.72
31	ESS7320CH E	CARD,INDEX,3X 5,PLN,CH	NB	20	NB	1.23	20	24.6	1.37	20	27.4	0.76	20	15.2
32	ESSE1528E	FILE PKT,RCY,3.5",LG LEA	1.09	22	23.98	NB	22	NB	1.66	22	36.52	20	22	440
33	EVEEN22IC	BATTERY,9V,EN GZR	3.12	90	280.8	2.23	90	200.7	13.51	90	1215.9	0.747444	90	67.27
34	EXP02512	ERASER,CAP,1/2 PK	0.2	45	9	NB	45	NB	0.49	45	22.05	0.02	45	0.9
35	EXP10030	INDEX,BNDR,LT R,AST,5TB	0.19	36	6.84	14.28	36	514.08	0.34	36	12.24	0.17	36	6.12
36	EXP10031	INDEX,BNDR,LT R,CL,5TB	0.19	25	4.75	14.28	25	357	0.35	25	8.75	0.17	25	4.25
37	EXP11429	PAD,LGL RL,PERF,LTR,CY	4.29	26	111.54	6.9	26	179.4	4.6	26	119.6	6.12	26	159.12
38	EXP19980	NTBK,MEMO,3X5 WE,60SHT	0.45	60	27	0.76	60	45.6	1.4	60	84	6	60	360
39	EXP20000	NTBK,STENO,6" X9",60SHT,GN	0.3	202	60.6	1.09	202	220.18	0.54	202	109.08	0.7	202	141.4

40	EXP30002	FILE,STG,ECON, LTR,GL	0.98	60	58.8	20.53	60	1231.8	11.29	60	677.4	3.7275	60	223.65
41	EXP30020	FILE,STG,LTR,GL LWE	1.92	72	138.24	25.61	72	1843.92	7.76	72	558.72	3.7275	72	268.38
42	EXP50010	PEN,BLPT,STK,MA ED,BK,DZ	0.54	31	16.74	1.46	31	45.26	0.4	31	12.4	0.6	31	18.6
43	EXP512132	PCL,WD,#2,AME R,SOFT,DZ	0.55	100	55	1.46	100	146	0.23	100	23	0.5	100	50
44	EXP60013	BNDR,VU,3RGL TR,2	3.19	96	306.24	3.36	96	322.56	2.13	96	204.48	1.96	96	188.16
45	HEWC9363 WN	INK CTRG,#97,TRICL R,14ML	31.98	34	1087.32	35.09	34	1193.06	34.18	34	1162.12	31.13	34	1058.42
46	JOD94782	DEODORIZER,S UPFRSH,14DZ	NB	32	NB	4.74	32	151.68	4.44	32	142.08	3.04	32	97.28
47	LEX12A842 5	PRINT CTRG,T430,HGH YLD	202.32	31	6271.92	233.5	31	7238.5	205.58	31	6372.98	210.32	31	6519.92
48	MAX102211	CASSETTE,AUDI O,90MIN	NB	100	NB	1.3	100	130	2.19	100	219	0.88	100	88
49	MMB101K	TAPE,MAGIC,3/4" X1090"	0.49	30	14.7	2.37	30	71.1	20.91	30	627.3	0.72	30	21.6
50	MMB1034 X36	TAPE,MAGIC,3/4" X36YD	0.49	60	29.4	2.7	60	162	12.66	60	759.6	2.08	60	124.8
51	MMB92412	TAPE,TRANS,AD H,1/2X36YD	NB	30	NB	9.99	30	299.7	11.21	30	336.3	0.56	30	16.8
52	NUKBM249	RIBN,PTR,OKI M,39091	NB	20	NB	7.16	20	143.2	10.31	20	206.2	2.56	20	51.2
53	OIC50004	GLUE STICK,28OZ,PE, EA	0.49	24	11.76	0.58	24	13.92	0.26	24	6.24	0.11	24	2.64
54	PAP066041 5	CORR FILM,DRYLINE,N RE,1LN	1.54	497	765.38	2.76	497	1371.72	2.22	497	1103.34	1.4	497	695.8
55	PAP12132	PCL,WD,#2,AME R,SOFT	1.14	160	182.4	1.31	160	209.6	0.76	160	121.6	0.5	160	80
56	PAP564073 6PP	REFILL,MED,2P K,SAGA BK	NB	22	NB	1.11	22	24.42	0.81	22	17.82	0.345	22	7.59
57	PENLR7C	PEN RFL,ENRGL,MTL, 7MM,BE	NB	24	NB	0.84	24	20.16	1.1	24	26.4	0.56	24	13.44
58	PENLRN7A	PEN RFL,ENGL,7MM, NDL,BK	0.53	60	31.8	0.84	60	50.4	1.1	60	66	0.56	60	33.6
59	PENLRN7C	PEN RFL,ENGL,7MM, NDL,BE	NB	50	NB	0.84	50	42	1.1	50	55	0.56	50	28
60	ROA77305	PPR,COMPOSITI ON BK,MLA	NB	36	NB	1.01	36	36.36	0.29	36	10.44	1	36	36
61	SAN173609 7	PEN,UB,207 NEEDLE,BK	NB	36	NB	19.26	36	693.36	14.85	36	534.6	12.66	36	455.76
62	SAN65800	PEN,ROLR,GEL,I MPACT,BK	16.09	24	386.16	2.07	24	49.68	18.07	24	433.68	1.48	24	35.52
63	SAN65806	PEN RFL,GEL,IMPCT, 2PK,BK	1.33	100	133	2.12	100	212	1.73	100	173	0.69	100	69
64	SAN65873 BK,2PK	PEN RFL,GEL,IMPCT, BK,2PK	1.33	48	63.84	2.25	48	108	1.49	48	71.52	0.685	48	32.88
65	SMDT2150 L	FLDR,DT,MLA,ET STR,LTR	NB	70	NB	21.16	70	1481.2	16.38	70	1146.6	13.13	70	919.1
66	SWI35108	STAPLE,STD SIZE,SM	0.42	38	15.96	1.03	38	39.14	0.3	38	11.4	0.28	38	10.64
67	SWI35450	STAPLE,FULL STRP,1/4",SM	1.5	25	37.5	3.19	25	79.75	2.18	25	54.5	1.5	25	37.5
Catalog Discount % Offered			10%					20%		See Bid				50%
Office Furniture % Offered			0%					10%		See Bid				40%
Office Machines % Offered			0%					10%		See Bid				20%
Custom Items % Offered			0%					10%		See Bid				50%
Maximum % Renewal 1st Renewal			See Bid				No Response			See Bid				2%
Maximum % Renewal 2nd Renewal			See Bid				No Response			See Bid				2%
Maximum % Renewal 3rd Renewal			See Bid				No Response			See Bid				2%
Maximum % Renewal 4th Renewal			See Bid				No Response			See Bid				2%
Local Store within city limits ?			NO				NO			Yes				Yes
Contract pricing in store ?			NO				NO			Yes				Yes
Procurement Cards to make contract discounted purchases online ?			Yes				Yes			Yes				Yes
Procurement Cards to make contract discounted purchases in the local store ?			NO				NO			Yes				Yes
COOP ?			Yes				Yes			Yes				Yes
Totals:					664.73		29668.92	542.44		21139.44	391.2064		14346.16	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 15th day of December 20 09
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish appropriation to reimburse the General Fund for the acquisition of 607 E Ash (Guarantee Land Title Building) as specified in the 2006 Capital Improvement Sales Tax ballot proposal:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
4062	83917	One-Fifth Cent Sales Tax Cap Project Fund 607 E Ash/Guarantee Land Title	Operating Transfer Out to General Fund		670,000.00
1190	3915	Non-Departmental	Operating Transfer In from Capital Project Fund		670,000.00

Done this 15th day of December, 2009.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Kenneth M. Pearson
 Kenneth M. Pearson
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 09

County of Boone

} ea.

In the County Commission of said county, on the

15th

day of December

20 09

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

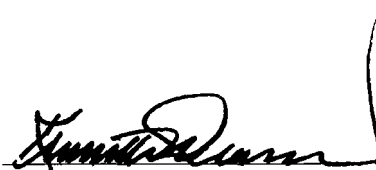
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to authorize the transfer of the \$670,000.00 to two capital projects currently underway: Sheriff/Election Warehouse (Fund 408) and the Government Center (Fund 401):

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1190	83919	Non-Departmental	Operating Transfer Out to Capital Project Fund (Warehouse)		591,400.00
1190	83919	Non-Departmental	Operating Transfer Out to Capital Project Fund (Government Center)		78,600.00
4080	3913	Sheriff/Election Warehouse Capital Project Fund	Operating Transfer In from General Fund		591,400.00
4010	3913	Government Center Capital Project Fund	Operating Transfer In from General Fund		78,600.00

Done this 15th day of December, 2009.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

584-2009

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 15th day of December 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to transfer from savings in major building repairs to cover engineering consulting services for the jail parking lot and inspection costs performed by Public Works staff:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6200	60110	Capital Repr & Replc	Major Building Repairs	8,760.00	
6200	71101	Capital Repr & Replc	Professional Services		8,760.00

Done this 15th day of December, 2009.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

December Session of the October Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

15th

day of December

20 09

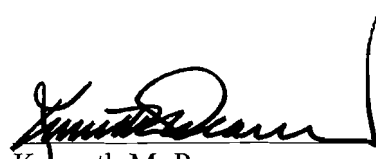
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Engineering Services with Crockett Engineering for the Boone County Sheriff Annex and Warehouse, Boone County Jail Parking Lot. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

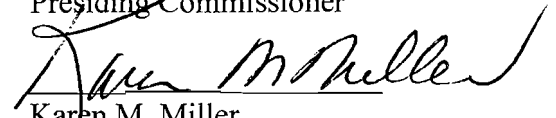
Done this 15th day of December, 2009.

ATTEST:

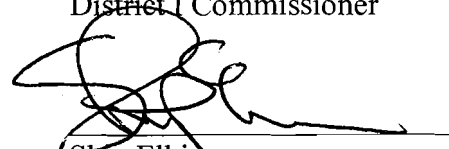
Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 15 day of Dec, 2009, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Simon Associates, Inc.

Project/Work Description: Boone County Sheriff Annex and Warehouse; Boone County Jail Parking Lot

Proposal Description: See attached proposal from Crockett Engineering dated 10/19/2009, as requested by John Simon

Modifications to Proposal: Fees and expenses shall not exceed \$6,210.00 without prior written approval of the Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

SIMON ASSOCIATES, INC.

By [Signature]

Title President

Dated: 11/19/09

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 12/15/09

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature] K.S.
County Clerk

PROJECT BUDGET OVERSIGHT:

[Signature] 11/20/09
Accountant - Treasurer's Office

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 appropriations sufficient to pay the costs arising from this contract.

[Signature]
Auditor by [Signature]

12/10/09 6200-71101
Date

CROCKETT

ENGINEERING CONSULTANTS

2608 North Stadium Boulevard
Columbia, Missouri 65202
(573) 447-0292

October 19, 2009

Karen M. Miller
District I Commissioner
Boone County MO
801 E. Walnut, Room 245
Columbia, MO 65201

Dear Commissioner Miller:

I would like to take this opportunity to present to you the proposal from Crockett Engineering Consultants for the storm water quality improvements at the Boone County Jail Facility located off of Roger I. Wilson Memorial Drive.

As you are aware the County is preparing to bid a previously designed project for the parking lot and driveway improvements at said location. It is our understanding that this project was designed a couple of years ago and the design plans do not account for any storm water features that would make the site compatible with the proposed storm water regulations in the County.

Our proposal would be to design storm water features adjacent to the parking areas that would allow then allow the jail facility to be in compliance with the new regulations. These features may include rain gardens, vegetative swales, mechanical treatment (around the fueling area), biofiltration basins, etc. Any of the above or a combination thereof may be used to achieve the desired results so as to comply with the proposed regulations.

We propose to complete the necessary construction plans which would include the erosion control plan, grading plan, storm sewer plan, as well as any necessary storm sewer profiles for the project. We further propose to complete the required bid documents so this project can be publically bid if and when the County so desires.

Crockett Engineering proposes to perform the above services on a time as required basis using the attached fee schedule with a not-to-exceed amount of \$6,210. We have attached a copy of our professional services estimate along with a copy of our current fee schedule.

We appreciate the opportunity to present our services to the County and look forward to the possibility of working together. Should you have questions or comments about this

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proposal or the project in general, please feel free to contact me or Nathan Eckhoff anytime.

Sincerely,

Crockett Engineering Consultants, LLC

A handwritten signature in black ink, appearing to read "Tim Crockett", with a long horizontal flourish extending to the right.

Tim Crockett, PE

PROFESSIONAL SERVICES ESTIMATE

PROJECT NAME Boone County Jail Parking Lot Water Quality

BY: TDC

ITEM DESCRIPTION	PERSONNEL	RATE \$/HR	HRS	COST
PLANNING/PLANNING/SURVEYING				
Research Boundary				
Calculate Boundary				
Survey Boundary				
Traverse/Control				
Topographic Survey	Crew1	\$110.00	2	\$220.00
Contours				
Product Research	PE1	\$115.00	5	\$575.00
Meetings w/ City Staff	PE1	\$115.00	6	\$690.00
Prepare Site Plan	DT	\$60.00	7	\$420.00
Storm Water Quality	PE1	\$115.00	15	\$1,725.00
	DT	\$60.00	20	\$1,200.00
Bid Documents	PE1	\$115.00	12	\$1,380.00
Stream Buffer				

TOTAL HRS: 67

TOTAL COST \$6,210.00

CROCKETT

ENGINEERING CONSULTANTS

2608 N. Stadium Blvd • Columbia, MO 65203

January 1, 2009

FEE SCHEDULE

PERSONNEL	COST/HOUR
Principal, PE/PLS	\$ 115
Project Engineer, PE/PLS	\$ 110
Staff Engineer, EIT	\$ 95
Project Coordinator/Designer	\$ 90
CADD Technician/Drafter	\$ 60
Surveyor/PLS	\$ 90
1 Man Survey Crew	\$ 110
2 Man Survey Crew	\$ 120
3 Man Survey Crew	\$ 140
Office/Field Technician	\$ 45

EXPENSES:

Mileage	\$ 0.55/mile
All Other Expenses	At Cost Plus 15%

Effective through December 31, 2009