

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 09

In the County Commission of said county, on the 13th day of August 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 Amendment Number Four – 55-27SEP05 – Electronic Monitoring Systems and Equipment. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 13th day of August, 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

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STATE OF MISSOURI }
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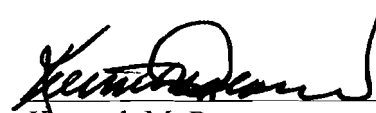
In the County Commission of said county, on the 13th day of August 20 09
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the hire of Kenneth M. Mohr to the position number 739 at 107.37 % of mid-point.

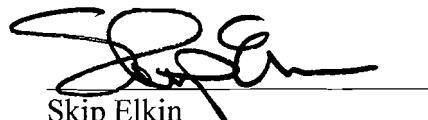
Done this 13th day of August, 2009.

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

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STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 09

In the County Commission of said county, on the 13th day of August 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 tax collection agreement with the City of Ashland. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 13th day of August, 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

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of August, 2009, by and between the City of Ashland, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

II

The County by and through the County Clerk agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries including surtax on businesses located within the boundaries of the City. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Ashland, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City *except* monies due and owing the City that relate to Special Assessments.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The Collector agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The City shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo, not later than September first for entry in the tax books. If the City should fail to comply with Section 67.110 RSMo, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s). The City shall provide to the County Clerk and County Collector all City Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such City Ordinances or any new City Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2 and Section 137.750, RSMo, and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2 RSMo shall exceed One Hundred Thousand Dollars (\$100,000.00) for sums collected through June 30, 2009, or One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify City of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

IX

The City further agrees that the 7% penalty authorized by state statute for delinquent taxes shall be retained by the County and distributed as provided in Section 52.290, RSMo.

X

The City further agrees that all fees of conducting any tax sale pursuant to Chapter 140 of the Revised Statutes of Missouri shall be retained by the County.

XI

The City further agrees that the County shall be authorized to compromise and abate taxes owed to the City in the same manner as is authorized by the Revised Statutes of Missouri to compromise and abate other taxes.

XII

The City shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the City, including but not limited to Resolutions annexing or de-annexing any lot or lots of real estate, within 30 days of the adoption of the same and prior to October 1 of each year.

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2010, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2010, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement.

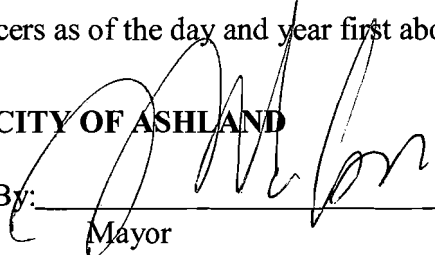
XIV

The City agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

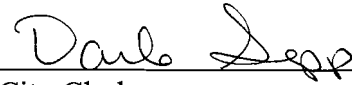
Pursuant to the provisions of Section 137.073.7 RSMo, no tax rate shall be extended on the tax rolls unless the City has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

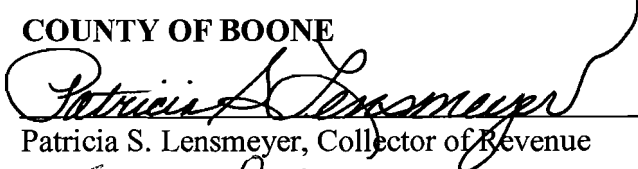
CITY OF ASHLAND

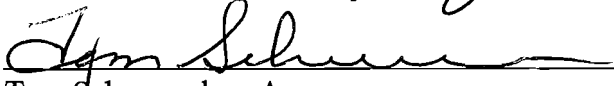
By: 
Mayor

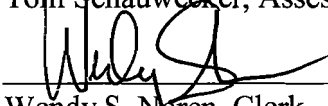
ATTEST:


City Clerk

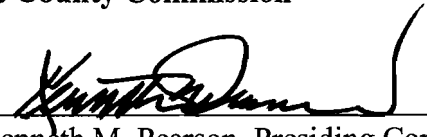
COUNTY OF BOONE


Patricia S. Lensmeyer, Collector of Revenue

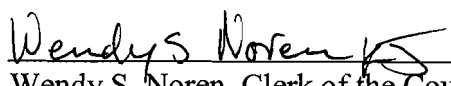

Tom Schauwecker, Assessor


Wendy S. Noren, Clerk

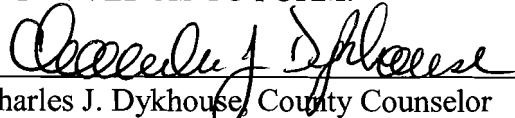
Boone County Commission

By: 
Kenneth M. Pearson, Presiding Commissioner

ATTEST:


Wendy S. Noren, Clerk of the County Commission

APPROVED AS TO FORM:


Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

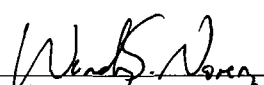
August Session of the July Adjourned


Term. 20 09

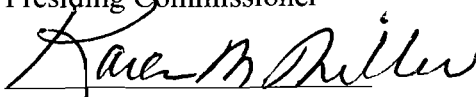
In the County Commission of said county, on the 13th day of August 20 09
the following, among other proceedings, were had, viz:

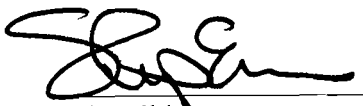
Now on this day the County Commission of the County of Boone does hereby approve the proposal for consultant services with Terracon Consultants, Inc. for Boone County Warehouse Geotechnical Engineering Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 13th day of August, 2009.

ATTEST:

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 31 day of August, 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: Terracon Consultants, Inc.

Project/Work Description: Boone County Warehouse Geotechnical Engineering Services

Proposal Description: See attached proposal dated July 21, 2009 issued by Terracon

Modifications to Proposal: Fees and expenses shall not exceed \$3,000.00 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.

TERRACON

By Eric A. Schol

Title SR. PRINCIPAL

Dated: 8-31-09

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: _____

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Warren
County Clerk

Certification:

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

PROJECT BUDGET OVERSIGHT:

Lisa Poland 8/21/09
Accountant - Treasurer's Office

[Signature] 8/19/09
Auditor Date 4080-71231

July 21, 2009



Simon & Associates, Inc.
14 South 6th Street
Columbia, Missouri 65201

Attention: Mr. John Simon
PHN: 573-874-1818
FAX: 573-499-0887

Regarding: Proposal for Geotechnical Engineering Services
Boone County Warehouse
Columbia, Missouri
Terracon Proposal Number: D0909176

Dear Mr. Simon:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal for providing geotechnical engineering services for the referenced project. This proposal includes an outline of the project information and our proposed scope of services, fee, and schedule.

PROJECT INFORMATION: We understand this project will include the construction of a new warehouse facility to be located north of the existing Boone County Jail in Columbia, Missouri. The project will include a one-story building with a proposed footprint of approximately 15,000 square feet. We understand that approximately 3,000 square feet of basement is planned for secure storage on the southwest side of the building. Structural loading information was not available to us at the time that this proposal was prepared. However, we anticipate maximum column and wall loads of about 100 kips and 3 kips per linear foot, respectively, for the proposed structure. Floor slab loads are expected to be 150 psf or less.

Detailed site grading information was not available at the time this proposal was prepared. Therefore, for the purpose and scope of this proposal, we estimate that site grading will consist of minimal fills on the order of 5 feet or less, and cuts of up to approximately 10 feet for the proposed basement. If any of this information is incorrect please contact us immediately as alterations to our proposed scope may be warranted.

SCOPE OF SERVICES: The purpose of the geotechnical engineering services will be to evaluate the subsurface soil, and groundwater conditions, and to determine geotechnical engineering criteria for the design and the development of the project. We propose to explore the subsurface conditions on the site with a total of four (4) soil borings. These borings will be performed within the proposed building area to depths of 20 to 25 feet (2 borings at 20 ft. and 2 borings at 25 ft.), or practical auger refusal, whichever occurs first.

At the completion of drilling operations, the soil samples will be brought to our laboratory where they will be further examined and visually classified. At that time the field descriptions will be confirmed or modified, and an applicable laboratory-testing program will be formulated. The following laboratory tests are anticipated, depending upon the actual subsurface conditions encountered:

- Visual Classification
- Moisture Content
- Dry Density
- Unconfined Compression
- Calibrated Hand Penetrometer
- Atterberg Limits

The information obtained from the field exploration and laboratory-testing program will be used to evaluate the soil and subsurface conditions at the project site relative to the proposed construction. From these determinations, engineering analyses will be undertaken in order to formulate design criteria for the project. Based upon our analyses, the following information will be included or addressed in our geotechnical report.

<ul style="list-style-type: none"> • A description of the proposed project • Field exploration procedures • Site description • Summary of soil conditions • Field test results • Groundwater conditions • Recommended foundation type(s) and design parameters • Anticipated foundation settlement • Foundation construction recommendations • Lateral earth pressure recommendations • Seismic design site classification criteria in general accordance with IBC 2006 • Floor slab subgrade preparation 	<ul style="list-style-type: none"> • Earthwork recommendations • Evaluation of soils to determine their potential to shrink/swell with variations in moisture levels • Unsatisfactory soil conditions and remedial measures • Drainage recommendations • Other general construction considerations based on soils encountered and proposed construction • Computer generated boring logs • Boring location diagram • Summary of laboratory data • General notes on exploration procedures and soil classification
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The geotechnical engineering report will be prepared by or under the supervision of a Professional Engineer registered in the State of Missouri. Unless other requests are made, three (3) copies of the report will be issued to the client.

Conditions/Items to be provided by client: Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact Missouri One Call Service (MOCS) for location of utilities in public easements. Location of private lines on the property is not part of the MOCS

or Terracon scope. All private lines should be marked by others prior to commencement of drilling. Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing fieldwork.

This proposal is based on layout and elevations of the borings by the drill crew and all boring locations being readily accessible to two wheel drive truck mounted drilling equipment. The drill crew will locate borings using available site features and information provided by the client. Any necessary offsets from proposed boring locations will be measured in the field, and will be approximate. Distances from available features are generally measured using a measuring wheel or measuring tape, and right angles are estimated. Elevations at the boring locations will be obtained using a surveyor's level and rod and will be referenced to an available temporary benchmark.

In order to develop project specific design recommendations, the following information (as available) should be provided to our geotechnical engineering staff:

- Proposed site plan (received preliminary)
- Proposed finished floor elevations
- Site topographic diagram (received)
- Design foundation loads
- Any other relevant information

Performance Schedule: We anticipate starting the field exploration within about 3 to 7 working days of receiving written notice to proceed and clearance of site utilities, site and weather conditions permitting. Our completed geotechnical engineering report will be submitted within about 10 working days of the completion of drilling. Please contact us if this schedule is not acceptable.

COMPENSATION: Based on the above-proposed program, a lump sum cost of \$3,000 will be charged for this project. The lump sum price is based on performing only the above outlined scope of services.

Should subsurface conditions be encountered which would require revisions in the subsurface exploration program and/or result in higher costs, we will contact you prior to initiating this work. Our quoted fee does not include the cost of follow-up work such as plan review or supplemental reports due to project changes or information that was not provided/available at the time our

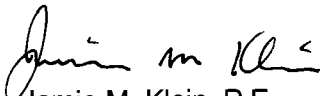
report was prepared. An invoice will be submitted upon completion of services, with payment due within 30 days of invoice date.

Authorization: We appreciate the opportunity of submitting this proposal, and are available to discuss the details with you. You may contact us at 573-214-2677, or via email at jmklein@terracon.com. To authorize us to proceed with the proposed services please indicate by signing and returning one executed copy of the attached Agreement for Services to us. Acceptance of our proposal will be considered permission by the owner for our entry onto the site.

We appreciate your consideration of Terracon for this work, and look forward to working as your geotechnical consultant on this and future projects.

Sincerely,

Terracon Consultants, Inc.



Jamie M. Klein, P.E.

Staff Geotechnical Engineer



Eric H. Lidholm, P.E.

Senior Principal
Office Manager

cc: 2-client

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Simon & Associates, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Boone County Warehouse project ("Project"), as described in the Project Information section of Consultant's Proposal dated 7/21/2009 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall defend, indemnify, and hold harmless the other, their agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Agreement Reference Number (Terracon Proposal or Project Number):D0909176

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.
- 18. Termination.** Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

Consultant: **Terracon Consultants, Inc.**
By: *Eric H. Lidholm* Date: 7/21/2009
Name/Title: Eric H. Lidholm, P.E. / Office Manager
Address: 3601 Mojave Court, Suite A
Columbia, Missouri 65202
Phone: 573.214.2677 Fax: 573.214.2714

Client: **Simon & Associates, Inc.**
By: _____ Date: _____
Name/Title: _____
Address: 14 S. 6th Street
Columbia, Missouri 65201
Phone: 573-874-1818 Fax: 573-499-0887

Agreement Reference Number (Terracon Proposal or Project Number):D0909176

REFE
NOTE

TBM #4

AREA FOR DECK
TO BE STUCK INTO
SHOWN CASSETTE
future addition

Limits of wooded area

BARRIER
GATE - SEE
DTL
9/AG-1

EXISTING
FUEL DEPOT

BUILDING C
FIN. FLR. ELEV. - 800'-2"

BUILDING B
FIN. FLR. ELEV. - 800'-2"

BUILDING A
FIN. FLR. ELEV. - 800'-2"

BUILDING D
FIN. FLR. ELEV. - 800'-2"

REFER TO
SHEET
DTL 9/AG-1
FOR
ELECT. &
MECH. WORK

PROVIDE
EXP. JTS. @
30'-0" O.C.
MAX

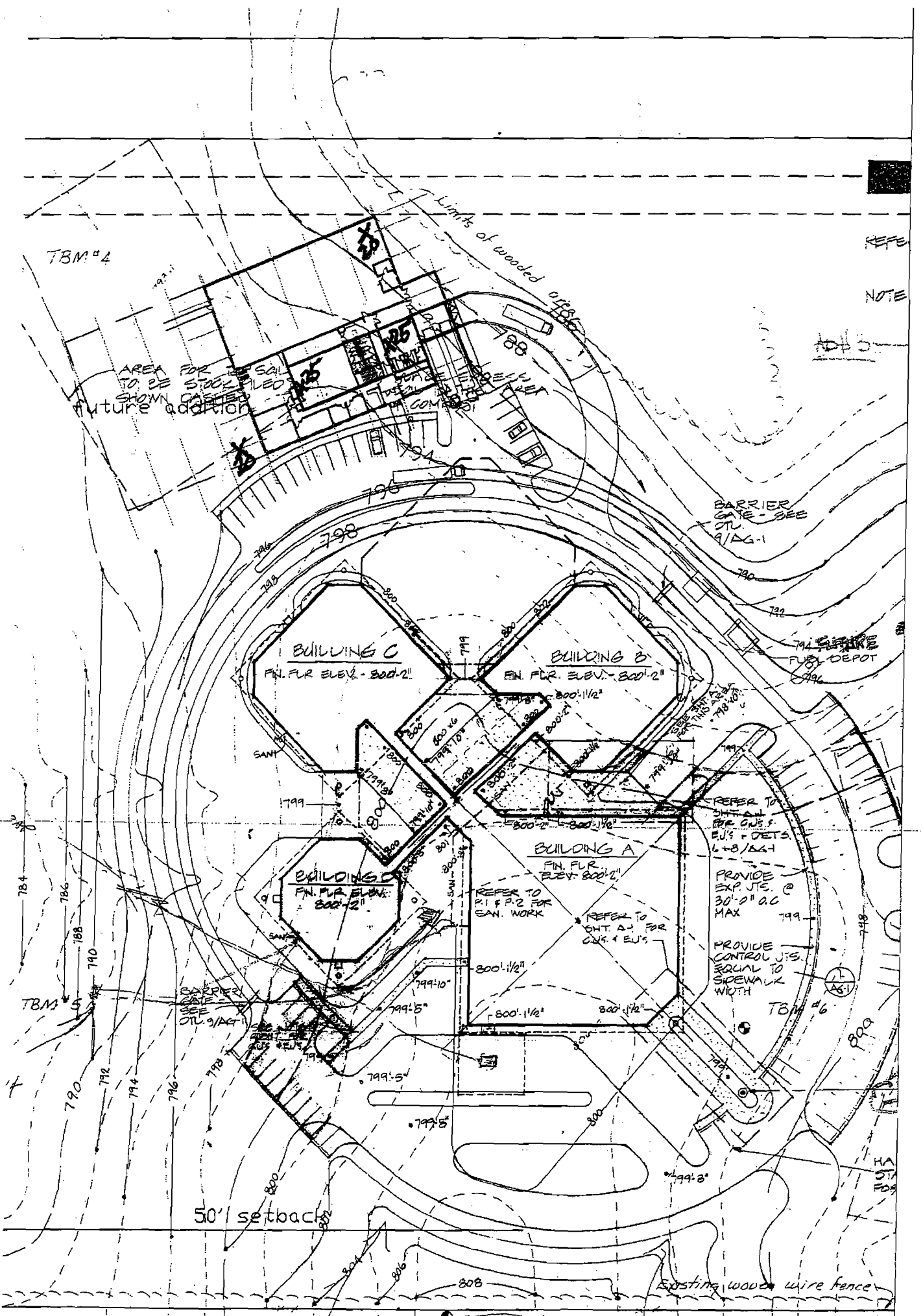
PROVIDE
CONTROL JTS.
EQUAL TO
SIDEWALK
WIDTH

REFER TO
P1 & P.2 FOR
SAN. WORK

REFER TO
SHEET D.1 FOR
CIVIL & ELEV.

50' setbacks

Existing wood wire fence



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

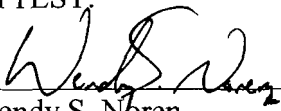
Term. 20 09


In the County Commission of said county, on the 13th day of August 20 09
the following, among other proceedings, were had, viz:

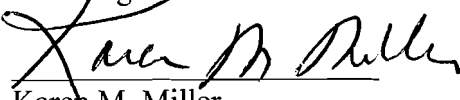
Now on this day the County Commission of the County of Boone does hereby approve the proposal for architectural services with Simon and Associates, Inc. for the Boone County Warehouse building. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

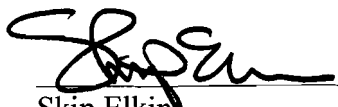
Done this 13th day of August, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner

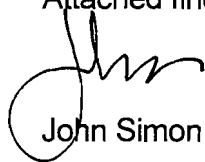

Skip Elkin
District II Commissioner

Transmittal

To: Jessica Sapp
From: John Simon
Date: 9/1/09
Re: Boone County Warehouse contract

Jessica,

Attached find one copy of the executed contract for your records.


John Simon



Boone County – Agreement for Architectural Services

Project Name: Boone County Warehouse
Building
Last Revised: August 10, 2009

THIS AGREEMENT is made and entered into this 13th day of August, 2009, by and between Boone County, Missouri, by and through its County Commission, herein “Owner,” and Simon Associates, Inc., 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 Warehouse Building, herein “Project.” The Project contemplates the construction of a warehouse with offices, restrooms and other spaces of approximately 16,000 square feet on the main level and 2,820 square feet on the basement level. The approach to the project will be through an award of a contract to a General Contractor, with an Owner-representative serving as a construction manager. The Simon Associates, Inc. proposal, consisting of fourteen (14) pages, 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, including structural, mechanical, electrical and civil engineering and interior design services in connection with the Project. 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 services shall be delivered generally per the following breakdown:

Preliminary Design	–	35%
Construction Documents	–	55%
Construction Administration	–	10%

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 are a non-exhaustive list of the services to be provided under this Agreement:

2.1. Preliminary Design 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 on or before May 15, 2010. 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 Phase: 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. 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 but shall make Owner aware 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, determinate 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 become the property of Owner whether the Project is executed or not. 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.

7. **Compensation:** In consideration of the Architect's provision of services under this Agreement, Owner agrees to compensate Architect as follows: **5.4% of the owner-approved, final contract budget. Notwithstanding the foregoing, the total Architect fee shall not exceed the sum of \$55,382.40.** 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. Any reimbursable expenses shall be limited to the sum of One Thousand Dollars (\$1,000.00).

8. **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 coverages 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.

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 the Commissioner 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. 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 Associates, Inc.
13 S. 6th 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 ASSOCIATES, INC.

By John Gunn

Title president

Dated: 8/18/09

BOONE COUNTY, MISSOURI

By Kimberly [Signature]

Presiding Commissioner

Dated: 8/20/09

ATTEST:

Wendy S. Warren KS
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY 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.)

<u>Gene E. Pitchford</u>	<u>8/19/09</u>	NOT TO EXCEED	<u>4080-71211</u>
Signature <i>by [initials]</i>	Date	<u>\$ 55,382.40</u>	
		Appropriation Amount	
		<u>1,080.⁰⁰</u>	<u>4080-71212</u>

PROJECT BUDGET OVERSIGHT:

Lisa Roland 8/21/09
Accountant - Treasurer's Office

SIMON ASSOCIATES, INC.
ARCHITECTURE

**Boone County Warehouse
Scope of Services**

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SIMON ASSOCIATES, INC.

■■■■■■■■■■ ARCHITECTURE ■■■■■■■■■■

3.3.4 Insurance

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP. ID. AN STIMON-4	DATE (MM/DD/YYYY) 07/22/09		
PRODUCER Naught-Naught/Columbia 3928 S. Providence Columbia MO 65203 Phone: 673-874-3102 Fax: 866-779-8102		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURER Simon Associates, Inc. 13 S. 6th St. Columbia MO 65201		INSURERS AFFORDING COVERAGE INSURER A: Peerless Ins Co INSURER B: Accident Fund Ins Co of Ill INSURER C: Evanston Insurance Company INSURER D: INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE OR THE POLICY REF ID INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PORTION, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGREEMENTS (IF ANY) SHOWN MAY HAVE BEEN RELEASED BY PAID CLAIMS.					
FORM TYPE / LINE NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A. X	GENERAL LIABILITY	ROP8308461	07/28/09	07/28/10	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired & Non-Owned GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC				DAMAGE TO RENTED EQUIPMENT \$300,000 UMB EXP (ANY MEDICAL) \$15,000 PERSONAL & ADV LIABILITY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP-OP AGG \$4,000,000
	AUTOMOBILE LIABILITY				COVERED BY E/L WP (24 MONTHS) \$ ALL OWNED AUTOS \$ DOCKED AUTOS \$ HIRED AUTOS \$ NON-OWNED AUTOS \$
	BOAT LIABILITY				ALL AUTO \$ OTHER THAN AUTO ONLY \$ ADD \$
	EXCESS UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYEES (EMPLOYERS/CONTRACTORS OR OTHERS) If no. describe under SPECIAL PROVISIONS below OTHER:	WCV6033803	07/28/09	07/28/10	<input checked="" type="checkbox"/> PER EMPLOYEE \$1,000,000 <input checked="" type="checkbox"/> EACH ACCIDENT \$1,000,000 <input checked="" type="checkbox"/> EL DISEASE - PER EMPLOYEE \$1,000,000 <input checked="" type="checkbox"/> EL DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Claims Made	AE815842	08/10/08	08/10/09	Occurrence 1,000,000 Aggregate 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS Boone County is additional insured in respect to general liability only. Professional liability claims made retro date: 10/01/89					
CERTIFICATE HOLDER Boone County Roger B. Wilson Boone County Government Center 801 E Walnut Rm #245 Columbia MO 65201			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER SHALL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.		

SIMON ASSOCIATES, INC.
ARCHITECTURE

4.1.2.1 Description/Background of the Firm

Simon Associates, Inc.
13 South 6th Street
Columbia, MO 65203

Corporation Established: August 1989

Simon Associates is a Subchapter S Corporation registered with the Missouri Secretary of State Office

Simon Associates, Inc. (SAI) is registered as an Architectural Corporation in the State of Missouri Department of Insurance, Financial Institutions and Professional Registration Division of Professional Registration.

John Simon, President
Helen Kelly, Secretary/Treasurer

John Simon is the registered architect of the corporation.

SIMON ASSOCIATES, INC.
ARCHITECTURE

4.1.2.2 Qualifications of the Firm

JOHN SIMON

PRINCIPAL ARCHITECT

EDUCATION

1978
Bachelor of Architecture
Kansas State University
College of Architecture,
Planning & Design

PROFESSIONAL EXPERIENCE

1994- Present
Principal and Owner
Simon Associates, Inc.
Columbia, MO

1985-1989
Principal and Co-owner
JCA Architects, Inc.
Columbia, MO

1982-1984
Intern Architect
Westenhaver, Renner,
Howell Architects, Inc.
Columbia, MO

1979-1980
Intern Architect
Nelson Architects
Flagstaff, AZ

PROFESSIONAL REGISTRATION

State of Missouri, 1984
LEED Certified, 2009

PROFESSIONAL MEMBERSHIPS

IBC
CSI

1989-1994

Principal and Owner
Simon-Connell Architects
Columbia, MO

1984-1985

Project Architect
JCA Architects, Inc.
Columbia, MO

1980-1982

Intern Architect
Sunshine Design
Flagstaff, AZ

SIMON ASSOCIATES, INC.
ARCHITECTURE

4.1.2.2 Qualifications of the Firm

SARA AUDSLEY-CLARK

ARCHITECT-IN-TRAINING

EDUCATION

1997
Bachelor of Architecture
University of Kansas,
College of Architecture and
Urban Design

1997-2000
Intern Development Program
Registration Pending

PROFESSIONAL EXPERIENCE
Architectural Design
Project Management
Construction Documentation
Computer Aided Design
Drafting

EXPERIENCE

1997-Present
Intern Architect
Simon Associates, Inc.

1995-1997
Intern Architect
Turner / Midwest A Joint
Venture
Kansas City, Missouri

JODY R. MILLER

ARCHITECT-IN-TRAINING

EDUCATION

1998
Bachelor of Environmental Design
University of Missouri

PROFESSIONAL SKILLS
Architectural Design
Project Management
Construction Documentation
Computer Aided Design
Drafting
Historic Preservation

EXPERIENCE

1999-Present
Associate / Designer
Simon Associates, Inc.

1998-1999
Facilities
University of Missouri,
Columbia, Missouri

1998
Architectural Draftsperson
GBQC Architects
Philadelphia, PA

SIMON ASSOCIATES, INC.
ARCHITECTURE

4.1.2.2 Qualifications of the Firm

BLAKE SEGAFREDO

ARCHITECT-IN-TRAINING

EDUCATION

2005

Bachelor of Architecture
Drury University
Hammons School of Architecture

Spring 2004

Study Abroad
Volos, Greece

PROFESSIONAL SKILLS

Architectural Design
Project Management
Construction Documentation
Computer Aided Design
Drafting
3-D Visualization –
3D Studio Max
Adobe Photoshop
PowerPoint
Adobe Premier Pro

EXPERIENCE

2005-Present

Intern Architect
Simon Associates, Inc.

GARY KLEIN

EDUCATION

2005

Masters of Arts
Design with Digital Media
University of Missouri

1986

Bachelor of Fine Arts
Industrial Design
University of Kansas

PROFESSIONAL SKILLS

Architectural Design
Project Management
Construction Documentation
Computer Aided Design Drafting
3D Visualization –
3D Studio Max
Adobe Photoshop
PowerPoint
Adobe Premier Pro

EXPERIENCE

2004 – Present

Associate / Designer
Simon Associates, Incorporated

2003 – 2006

Adjunct Instructor
Graduate Teaching Assistant
University of Missouri – Columbia

2000 – 2001

Director Product Management
National Cinema Network

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4.1.2.2 Qualifications of the Firm

COLIN WILLIAMS

ARCHITECT-IN-TRAINING

EDUCATION

2005

Bachelor of Architecture
Kansas State University
College of Architecture,
Planning & Design

PROFESSIONAL SKILLS

Architectural Design Project
Management
Construction Documentation
Computer Aided Design
Drafting

EXPERIENCE

2005 – Present

Intern Architect
Simon Associates, Inc.

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4.1.2.3 Summary of arrangements with other firms

SAI sub contracts with Civil, Structural and MEP (Mechanical, Electrical and Plumbing) Engineers. Engineering proposals will be obtained and reviewed for compliance with the required scope of work. Signed written contractual agreements can be provided from each firm involved in the project.

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4.1.2.4 Key Personnel

Simon Associates Inc.
John Simon
Blake Segafredo
13 South Sixth St.
Columbia, Mo 65201
Ph: 573-874-1818

Timberlake Engineering, PC
Mark Timberlake
1101 E. Walnut
Columbia, MO
Ph: 573-875-4365

Meridian Structural Works Inc.
Ken McClure
1200 E. Woodhurst Dr. Suite L-100
Springfield, MO
Ph: 417-883-0744

Crockett Engineering, Inc.
Timothy Crockett
2608 N. Stadium Blvd.
Columbia, MO 65202
Ph: 573-447-0292

Interior Design Associates Inc.
Lori Pewitt
1202 Rogers St.
Columbia, Mo 65201
Ph: 573-874-1755

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 ■■■■■■■■■■ ARCHITECTURE ■■■■■■■■■■

4.1.2.5 Similar Work /References

REFERENCES	PROJECTS
Old Hawthorne Development Billy Sapp 2604 N. Stadium Blvd. Columbia, MO 65201 Ph: 573-446-0905	Old Hawthorne Clubhouse Old Hawthorne Wellness Center
Centralia Parks and Recreation Jim Enlow 114 S. Rollins St. Centralia, MO 65240 Ph: 573-682-5063	Centralia Parks & Recreation Facility
City of Columbia Tony St. Romaine 701 E. Broadway Columbia, MO 65205 Ph: 573-874-7721	Columbia Training Facility
Stephens College Doug Lange 1200 E. Broadway Columbia, MO 65215 Ph: 573-876-2364 Ext. 4364	Stephens College Gymnasium Hillcrest Fitness Center Hickman Hall Renovation Searcy Hall Renovation Learning Center Pillsbury Hall Renovation Tower Hall Renovation

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4.1.2.5 Similar Work/ References

Central Missouri Food Bank Peggy Fitzpatrick 1007 Big Bear Blvd. Columbia, MO 65202 Ph: 573-474-1020	Missouri Food Bank Food Pantry
Columbia Chamber of Commerce Donald Laird 300 S. Providence Columbia, Mo 65202 PH:	Chamber of Commerce Remodel
Little Dixie Construction John States and Robert Groove 3316 LeMone Industrial Blvd. Columbia, MO 65201 Ph: 573-449-7200	Missouri Pro Caterpillar Expansion Command Web Expansion

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4.1.2.6 Discussion

At SAI our strength is built on the communication, interaction and continued involvement provided to each client throughout the development of their facility. Our goal is to support our clients with individual attention and creative solutions that are efficient, functional and flexible.

Our office staff places emphasis on providing the most cost effective service possible. We continually review our operational policies and procedures to maintain efficiency of the firm. The principal architect, John Simon, plays an active role in the development and production of each project phase.

To maintain proficiency in communications we invest in the most current equipment and software. Our investment in technology allows us to convey ideas and goals to fit our client's needs. Ideas are visualized with sketched presentation drawings, photo shop color renderings and 3d computer models. The ultimate goal is clear communication and understanding of facility function and features prior to construction.

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4.1.2.7 Approach/Time Line
Design Approach and Methodology

Initially, the design process is based on gathering information related to site conditions impacting design characteristics. Part of this process includes identifying, various characteristics of the site, including topographic, geologic and infrastructure. Development requirements associated with zoning and utilities are evaluated, and project budget criteria are identified to establish fundamental design parameters.

SAI takes a concentric approach to the design phase. The initial concept begins with a core group. As the concept develops the core group expands to include, consultants, staff and the users of the building. This approach allows for a geometric expansion of design input and develops a strong client- architect relationship.

The SAI design approach incorporates a variety of techniques to convey concepts depending on the size and scope of the team. Initially hand sketches may be utilized to portray ideas. As details are added and the concept is refined rendered views and computer models can be created to convey the design concept to the team. The SAI design approach provides for maximum flexibility in the organization and structure of the facility. Life cycle costs, regulatory and operational requirements are considered in determining the building systems. Interior finish selections are identified based on style, character, durability and maintenance criteria.

The final design solution must reflect a facility capable of nurturing the needs of the user and able to accommodate changes and growth necessary to support the goals for the operation of the facility. Future expansion will be defined so that building systems can be coordinated and consideration given to future requirements.

Supplemental documents to support the requirements for bidding the work will be developed and preliminary specifications prepared to define system requirements and finish characteristics. Final cost estimates will be prepared to validate that the facility design conforms to budget and design criteria.

Based on the final cost estimate, documentation will be prepared for bidding, construction and building permits. Our focus is to develop clear, concise, documents that comprehensively form the basis of the construction contract.

SIMON ASSOCIATES, INC.

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4.1.2.8 Fee Schedule/Payment Method/ Budget Estimate

The following schedules are anticipated for the work:

Preliminary Facility Size:

Main Level	16,000 sf
Basement Level	2820 sf

Preliminary Budget:

Warehouse	14,320 sf @ \$45	\$ 644,400.00
Office	2570 sf @ \$70	\$ 179,900.00
Restrooms	425 sf @ \$120	\$ 51,000.00
Meeting Rm	1505 sf @ \$60	\$ 90,300.00
Parking /Storm Water		\$ 60,000.00
Total preliminary		\$1,025,600.00

Fee Basis @ 5.4% \$ 55,382.40

Fee Breakdown:

Preliminary Design	35%	\$ 19,383.84
Construction Documents	55%	\$ 30,460.32
Construction Administration	10%	\$ 5,538.24
Total		\$ 55,382.40

Fees incorporate the cost of all Engineering services for the design and construction of the building and development of the site. Supplemental property survey work and geotechnical investigation are to be provided by Owner or at additional expense. Fee basis incorporates prints and copies for permit applications. Copies of documents for bidding the work are to be at additional expense. SAI utilizes direct cost plus 17% for additional expense items.

Billing for completed services will be presented monthly for payment within 30 days. Default on payment to incorporate carrying cost and attorney fees.

Project Schedule:	<u>start</u>	<u>complete</u>
Preliminary Design	7/1/09	8/15/09
Construction Documents	8/15/09	10/1/09
Bid Project / Permit	10/1/09	11/1/09
Construction Administration	11/15/09	5/15/09

Project schedules can vary based on Owner's review period and project construction requirements. SAI recognizes that time is critical to the Owner's occupancy and will make every effort to expedite the work and construction process.