

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term. 20 05

In the County Commission of said county, on the 18<sup>th</sup> day of October 20 05

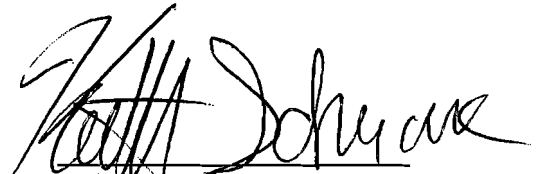
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
4010-71211: Government Center Capital Project – Architect Fees	\$107,000.00
4010-71212: Government Center Capital Project – Architect Reimbursables	\$8,000.00

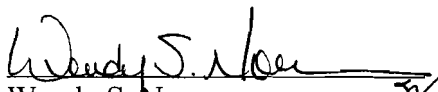
Said budget amendment is to establish a budget for architectural/engineering services for the Government Center 3<sup>rd</sup> Floor project.

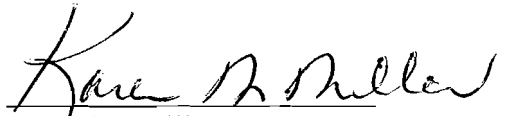
Done this 18<sup>th</sup> day of October, 2005.



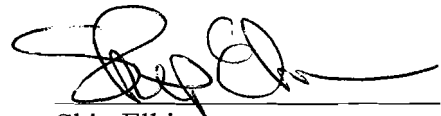
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

101 10/10  
2nd 10/18

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

RECEIVED

09/21/2005

EFFECTIVE DATE

SEP 20 2005

FOR AUDITORS USE

BOONE COUNTY AUDITOR 410-2005

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
4	0	1	0	7	1	2	1	1	Government Center-Capital Project	Architect Fees		107,000
4	0	1	0	7	1	2	1	2	Government Center-Capital Project	Architect Reimbursables		8,000

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **Establish budget for architectural/engineering services for Government Center 3<sup>rd</sup> Floor Project. See Attached. The Construction Budget will be established by the Commission at a later date (for FY 2006).**

Source of funds: remaining bond proceeds from the Series 2003 Special Obligation Bonds (shown as Cash Held in Trust, 401-1025)

*per Keith Schaefer*  
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

*Commission agenda*

*[Signature]*  
Auditor's Office  
*[Signature]*  
PRESIDING COMMISSIONER

*[Signature]*  
DISTRICT I COMMISSIONER

*[Signature]*  
DISTRICT II COMMISSIONER

ACCOUNT	DESCRIPTION	DEBIT	CREDIT
1000	CASH & INVEST IN TREASURY	85,479.38	.00
1006	CHG IN FV OF INVESTMENTS	341.33	.00
1025	CASH HELD IN TRUST-OTHER	582,966.97	.00
1205	INTEREST RECEIVABLE	175.95	.00
	TOTAL ASSETS *****	668,963.63	.00
2907	APPROPRIATION CONTROL	.00	10,127.00
2911	FUND BAL APPRPTD CONTROL	10,127.00	.00
	TOTAL BUDGETARY *****	.00	.00
2905	EXPENDITURE CONTROL	10,126.86	.00
2906	REVENUE CONTROL	.00	90,824.85
2913	BEG FUND BAL (UNRESERVED)	.00	588,265.64
	TOTAL EQUITIES *****	.00	668,963.63
	TOTAL ASSETS	668,963.63	.00
	TOTAL LIABILITIES & EQUITIES	.00	668,963.63

*> amt. currently budgeted for FY 2005*

*There are sufficient resources in the fund to allow the proposed budget amendment.*  
*JJ*

RECEIVED

SEP 19 2005

Boone County Commission

September 16, 2005

Keith Schnarre, Presiding Commissioner  
Boone County Commission  
801 East Walnut St.- Room 245  
Columbia, MO 65201-7732

RE: Professional Services for **Phase II**  
Boone County Government Center – Interior Remodel

Dear Commissioner Schnarre,

**Simon Oswald Associates** appreciates the opportunity to again partner with the Boone County Commission towards successful remodel of the Government Center. In February of 2004, SOA completed Phase I Services of Needs Assessment, Programming, and Schematic Design. At conclusion Option M was the Building Committee's preferred plan because it adequately accommodated the County Office and Departments in the Government Center. In July 23, 2004 SOA completed studies to relocate the Prosecuting Attorney's office to the south portion of the Third Floor in lieu of the County Offices and Departments.

Per discussion with you on August 18, 2005, the County is requesting Design Development and Construction Documents for both options described above. This proposal includes the work associated with Option M plan as the "Base Bid" and the Prosecuting Attorney's plan as an "Alternate."

Phase II Services will be completed as described above and as follows:

<i>Design Development</i>	8 weeks
<i>Construction Documents</i>	16 weeks
<i>Bidding and Negotiations</i>	4 weeks
<i>Construction Phase Services</i>	10-12 months

As stated in SOA's original proposal, the cost for Phase II Professional Services is based on a percentage of the construction budget. For a project between \$1.5 million and \$2 million we stated a fixed Professional Services Cost of 7.5%. The following illustrates SOA's

simon oswald associates  
architecture and interiors inc.



recommended Construction Budget based on the Scope of Work and current industry conditions, and associated Professional Services Costs:

Base Bid - North portion / County Offices:	\$75/sf x 7,185 sf = \$538,875
Base Bid - South portion / County Offices:	\$75/sf x 8,880 sf = \$666,000
<u>Alternate - South portion / Prosecuting Attorney:</u>	<u>\$75/sf x 8,880 sf = \$666,000</u>
Total recommended Construction Budget:	\$1,870,875

Professional Services Cost of 7.5%:	\$140,315
Construction Phase Services <i>Credit</i> for option not chosen: (\$666,000 x 7.5% x 25%)	(\$12,490)
<u>Schematic Design <i>Credit</i> for work previously completed (15%):</u>	<u>(\$21,050)</u>
Total Professional Services Cost:	\$106,775

SOA will complete the Scope of Work described above for a fixed cost of **one hundred six thousand seven hundred seventy five dollars (\$106,775)** plus reimbursable expenses as outlined on the attached sheet.

The following lists possible Additional Services to the contract, the cost of which will be negotiated should the County deem these services necessary and appropriate:

- ◆ Reprogramming and redesign due to deviations from Option M or the July 23, 2004 Prosecuting Attorney's plan.
- ◆ Design and documentation of additional bidding Alternates in the Construction Documents
- ◆ Design and specification of movable furnishings
- ◆ Inventory and reuse plans for existing furnishings

We will begin work upon receipt of Notice to Proceed from the County Commission. Phase I was an enjoyable and successful beginning to this project and we truly look forward to continuing with Phase II.

Respectfully Submitted,

Jennifer Hedrick AIA  
Architect / Principal

Enc. Hourly Rates 2005  
Reimbursable Expenses  
Option M Floor Plan (November 21, 2003)  
Prosecuting Attorney Plan (July 23, 2004)



*simon oswald associates*  
architecture and interiors, inc.

HOURLY RATES – 2005

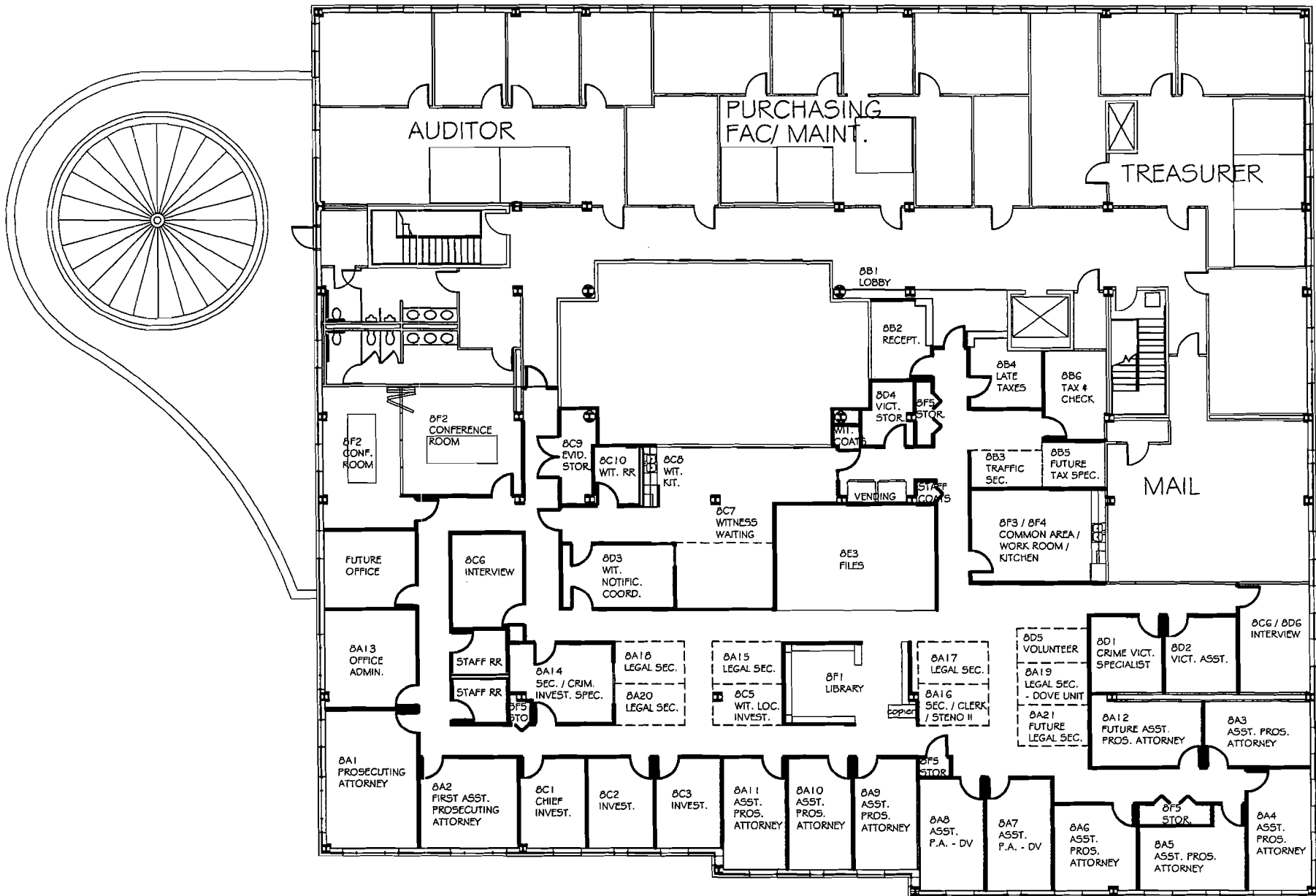
Architect / Principal	\$140.00 per hour
Architect Associate/Senior Architect	\$110.00 per hour
Interior Designer/Associate	\$ 90.00 per hour
Architect	\$ 90.00 per hour
Intern Architect III	\$ 80.00 per hour
Intern Architect II	\$ 70.00 per hour
Intern Architect I	\$ 65.00 per hour
Interior Designer II	\$ 65.00 per hour
Interior Designer I	\$ 60.00 per hour
CADD Technician	\$ 55.00 per hour
Clerical	\$ 40.00-50.00 per hour
Students	\$ 40.00 per hour



**simon oswald associates**  
architecture and interiors, inc.

**SCHEDULE FOR REIMBURSABLE EXPENSES**

<b>Travel - Outside of Columbia</b>	Car: 34.5 cents/mile Other: 1.1 x direct cost
<b>Mailing - Postage/Handling</b>	1.1 x direct cost
<b>Long Distance Telephone/Fax</b>	1.1 x direct cost
<b>In-House Printing</b>	8 1/2 x 11 = .10/sheet 8 1/2 x 11(color) = 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
<b>Outside Reproduction of Drawings, Specifications and other documents</b>	1.1 x direct cost
<b>Renderings/Models requested by Owner</b>	1.1 x direct cost



BCGC - PROSECUTING ATTORNEYS' OFFICE

SCALE: 1/20" = 1'-0"



simon oswald associates  
architecture and interiors

July 23, 2004

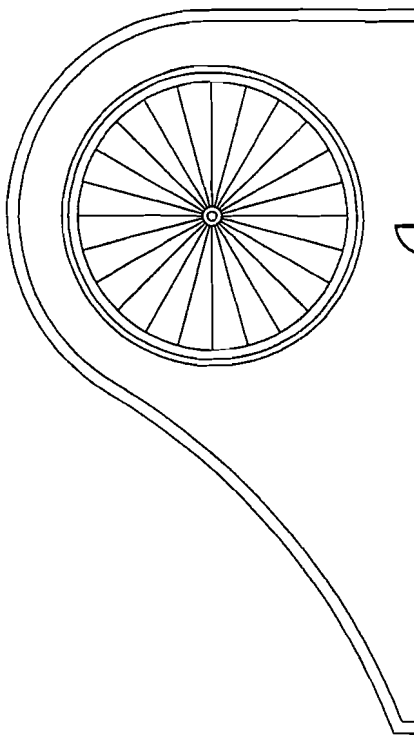


AUDITOR

PURCH. / JING

FAC/ MAINT.

TREASURER



HUMAN RESOURCES

COUNSELOR



# BCGC - THIRD FLOOR OPTION M - COUNTY OFFICES

SCALE: 1/20" = 1'-0"



November 21, 2003

**Fund 401: Admin Bldg/Johnson Bldg Construction**  
**Solvency Analysis**  
**Prepared by Auditor's Office**  
**10-4-2005**

1-1-2005 Fund Balance Unreserved (account 2913) 588,265.64

Plus: Actual Revenues 2005  
 Interest through Aug 8,251.55  
 Operating Transfer in from fund 402 (Cash Held in Trust) 82,573.30  
 90,824.85

Less: Budgeted Expenditures 2004

	Current	Budget Revision/ Amendment	Total	Actual YTD Expenditures + Encumbrances	Remaining Budget
Class 1	0.00		0.00	0.00	0.00
Class 2	0.00		0.00	0.00	0.00
Class 3	0.00		0.00	0.00	0.00
Class 4	0.00		0.00	0.00	0.00
Class 5	0.00		0.00	0.00	0.00
Class 6	0.00		0.00	0.00	0.00
Class 7	0.00	115,000.00	115,000.00	0.00	115,000.00
Class 8	12,127.00		12,127.00	10,126.86	2,000.14
Class 9	0.00		0.00	0.00	0.00
	<u>12,127.00</u>	<u>115,000.00</u>		<u>10,126.86</u>	<u>117,000.14</u>

Anticipated Fund Balance 12-31-2005 551,963.49

Current Balances:  
 401-1000 Cash 85,479.38  
 401-1025 Cash Held in Trust 582,966.97  
668,446.35

10/4/2005

FY 2005  
 Budget Amendments/Revisions  
**Administration Building Construction (4010)**

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification
1	6/24/2005	4020-83919	JJC Const: Operating Transfer OUT to Cap Proj Fund	8,568		Courthouse architect analysis - Butler Rosenbury
		4010-83919	Admin Bldg Const: Operating Transfer OUT to Cap Proj Fund	10,127		
		4000-03915	Courthouse Const: Operating Transfer IN from Cap Proj Fund	18,695		
		4000-71211	Courthouse Const: A & E Fees	26,100		
		4000-71212	Courthouse Const: A & E Reimbursables	700		
		4000-71211	Courthouse Const: A & E Fees	800		
		4000-71212	Courthouse Const: A & E Reimbursables	400		
2	9/6/2005	4000-71231	Courthouse Const: Owner Costs	2,000		Courthouse construction - owner costs & operating transfers
		4010-83919	Admin Bldg Const-Operating Transfer OUT to Cap Proj Fund	2,000		
		4000-03915	Courthouse Const: Operating Transfer IN from Cap Proj Fund	2,000		
		4020-83919	JJC Const: Operating Transfer OUT to Cap Proj Fund	34		
		4000-03915	Courthouse Const: Operating Transfer IN from Cap Proj Fund	34		
		4020-03919	JJC Const: Operating Transfer OUT to Cap Proj Fund	82,574		
		4010-03915	Admin Bldg Const-Operating Transfer IN from Cap Proj Fund	82,574		
3	9/20/2005	4010-71211	Admin Bldg Const: A & E Fees	107,000		Government Center architect fees & reimbursables - Simon Oswald
		4010-71212	Admin Bldg Const: A & E Reimbursables	8,000		

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ca.

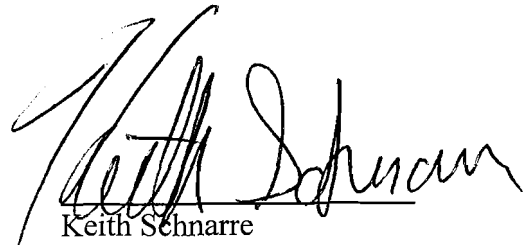
October Session of the October Adjourned Term. 20 05

In the County Commission of said county, on the 18<sup>th</sup> day of October 20 05

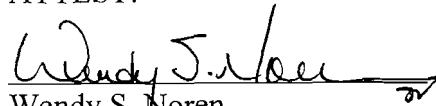
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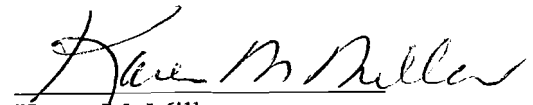
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Architectural Services with Simon Oswald Associates, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 18<sup>th</sup> day of October, 2005.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

AGREEMENT FOR ARCHITECTURAL SERVICES

411-2005

This agreement is made and entered into this 18 day of OCTOBER, 2005, by and between Boone County, Missouri through the Boone County Commission, herein Owner, and Simon Oswald Associates, Inc., herein Architect.

In consideration of the understandings and agreements herein contained the parties agree as follows:

1. Project Description - The architect agrees to provide architectural services as enumerated in this agreement for purposes of general interior renovation and design and construction on the third floor at the Roger I. Wilson Boone County Government Center in accordance with Option M of the Phase 1 Study prepared by the Architect with alternate of relocating Prosecuting Attorney's office to the south portion of the third floor in lieu of County offices and departments.

2. Basic Services - The Architect shall provide as basic services all architectural services including but not limited to necessary structural, mechanical, civil and electrical engineering services in connection with the project. Any necessary services beyond the Architect's basic 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. Services shall include the following:

A. Based upon the schematic design drawings and supporting documentation approved by the Owner under Option M of the Phase 1 Study and alternate schematic design drawings and supporting documentation for relocating Prosecuting Attorney's office to the south portion of the third floor in lieu of County offices and departments, the Architect shall prepare design development drawings and supporting documentation which describe the project in general detail as to architectural, structural, mechanical and electrical systems reflecting any

adjustments made by the Owner to keep the project within the approved construction budget and completion schedule.

- B. Based upon the approved design development drawings and supporting documentation and after approval of same by the Owner, the Architect shall prepare final construction documents for the Owner's approval consisting of base bid drawings and specifications for Option M and drawings and specifications for relocating Prosecuting Attorney's office to the south portion of the third floor as an alternate to the base bid. All such plans and specifications shall set forth the requirements of the project necessary for bidding and letting a construction contract or contracts and obtaining all necessary regulatory permits and approvals. The Architect shall coordinate and verify that all the various architectural and engineering plans and specifications are compatible and consistent with each other and are updated upon completion of contract documents. If necessary and approved by the Owner as an additional service, the Architect shall also prepare other additive or deductive alternates in order to promote cost containment within the Owner's approved budget for construction. The Architect shall also prepare a final construction cost estimate and schedule for the Owner's review and approval.
- C. The Architect shall assist the Owner in marketing the project and soliciting interest amongst bidders as well as assisting in obtaining, evaluating and awarding bids for the contract or contracts for construction.
- D. After award of a construction contract or contracts, the Architect shall periodically visit the construction site and familiarize itself with the progress and quality of work and determine in general whether it is in conformity with the contract documents. Such visits shall be at a minimum once per month to certify contractor payment requests and as necessary to render timely interpretations and decisions pertaining to

the contract documents and changes thereto. In this regard the Architect shall have authority to reject work which does not conform to the contract documents and may require special inspection or testing of work or material or equipment to be installed in the project as is necessary to obtain compliance with the contract documents. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection, with the work, since these are solely the contractor's responsibility under the contract for construction. The Architect and its consultants shall also review shop drawings, product data and samples as required by the contract documents for purposes of determining whether materials, equipment and machinery incorporated into the project are in compliance with the contract documents; all such reviews shall be done in a timely manner so as not to delay construction. The Architect and its consultants shall also review and certify contract payment requests and change orders, issue interpretations of the contract documents and order changes in the work which do not involve adjustment of the contract amount or time extension if said changes are necessary in order to make the work comply with the contract documents; all such work shall also be done in a timely manner so as not to delay construction. In this regard the Architect and its consultants shall interpret the requirements in the contract documents and endeavor to secure contractor compliance therewith and shall render all decisions pertaining to the foregoing within a reasonable time so as not to delay the project. The Architect shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the contract documents. The Architect shall also certify the date and fact of substantial completion of the project as well as final completion and issue appropriate certificates and certify contractor payments

therefor.

- E. At or before final completion the Architect shall prepare updated record drawings and related documents incorporating all significant changes in the work based on marked-up drawings furnished by contractor to Architect. The Architect shall also provide the Owner with computer disk copies of all final updated drawings and specifications prepared by computer drafting and related word processing programs.

3. Scope of Basic Services - It is understood and agreed that the Architect shall provide all architectural services necessary, including engineering and other consultant services not identified as the responsibility of the Owner for completion of the project within the approved budget established by the Owner. However, it is understood and agreed that the Architect shall not be required to provide alternative designs not required herein which significantly change the scope of the work for cost estimating or bidding purposes beyond the design development phase, nor shall the Architect be required to make revisions in drawings, specifications or other documents which are inconsistent with approvals or instructions previously given by the Owner and necessitated by change in the Owner's program or project budget unless such revisions are compensated as an additional service as herein prescribed. In addition, the Architect shall not be required to revise drawings, specifications or other documents due to the Owner's failure to render decisions in a timely manner, or due to Owner initiated changes in the scope of the project which include significant changes in the size, quality or complexity of the design. However, it is agreed that the Architect shall endeavor to design the project and prepare plans and specifications so that the project shall not exceed the approved construction budget as mutually agreed by the Owner and the Architect. In the event all acceptable bids exceed the total approved construction budget and if additional bid alternates beyond those required by this agreement were previously approved by the Owner, the Owner shall have the option to choose from bid alternates which had previously been prepared by the Architect as additional services. These alternates shall not significantly change the



size or scope of the project and shall not require extensive drawings or documentation beyond those drawings or documents already required for the project to be bid and constructed. Alternates shall be prepared by the Architect as deemed appropriate by the Architect, and the Owner so that the expense of the total project may be within the total construction budget as approved by the Owner.

4. Additional Services - Services not normally or customarily included within basic architectural services as described herein shall be considered additional services entitling the Architect to additional compensation as set forth in the attached schedule of hourly rates for the Architect's employees. No compensation shall be paid for any service rendered by the Architect considered an additional service unless rendition of that service and expense thereof has been authorized by the Owner in advance of performance of such service. Any additional services performed by the Architect prior to such authorization by the Owner shall be deemed a part of the basic architectural services, whether enumerated in this agreement or not, for which the Architect shall be entitled to no additional compensation.

5. Owner's Responsibility - The Owner shall be responsible for the following:

- A. The Owner shall provide the Architect with all information pertaining to the Owner's requirements for the project including full program information, design objectives, design restraints and criteria for user agencies as well as special equipment systems and requirements for building use flexibility and expansion.
- B. The Owner shall also be responsible for financing the project and insuring adequate funding within the overall budget and specific budget categories established for the project.
- C. The Owner shall designate one member of the County Commission to act as the Owner's representative whose authority to act on behalf of the Owner shall be clearly articulated in terms of decision-making powers and limitations.
- D. The Owner shall be responsible for examining documents submitted by the

Architect and rendering decisions as necessary in a prompt manner avoiding unreasonable delays in the progress of architectural work or actual construction itself.

- E. The Owner shall be responsible for furnishing a legal description for the site, certified land survey of the site as specified by the Architect, geotechnical services specified by the Architect, environmental consultant services related to structural, mechanical, chemical or other laboratory tests, inspections and reports as may be specified by the Architect together with such legal and accounting services and insurance as may be necessary for the project. It is understood and agreed that the Architect shall be responsible for specifying services necessary for the project and assisting the Owner in preparing consultant proposal requests, consultant selection, coordination and administration of owner-contracted consultant services for purposes of preparation of the contract documents and endeavoring to insure compliance therewith.

6. Coordination with Construction Manager - It is agreed that in the event the Owner retains a construction manager for this project that the Architect and the Construction Manager shall meet and develop a task outline consistent with the requirements of this contract and which specifies the duties and responsibilities of the Architect and Construction Manager throughout the design phase and construction phase of the project which shall be fully agreed upon by the Architect, Owner and Construction Manager and made a part of the contract of the Architect and the Construction Manager. It is also agreed that the Owner and the Architect shall at all times work in good faith with the Construction Manager and fulfill all duties and responsibilities agreed upon under the task outline in coordination with the Construction Manager.

7. Compensation - The Architect shall be compensated for basic services under this agreement in the lump sum of One Hundred Six Thousand Seven Hundred Seventy Five Dollars

(\$106,775.00), payable in monthly installments commensurate with the progress of services, but no more than 75% of the contract amount shall be paid prior to the conclusion of the bidding phase. Subsequent monthly payments shall be made in proportion to the progress of the work through final completion. Payment shall be due and payable within 30 days after invoice and if unpaid thereafter shall bear interest at a rate of 9% per annum, provided however, that the Owner shall not be liable for payment of interest for payments overdue on account of billing errors on the part of the Architect or for disputed amounts which are resolved in favor of the Owner.

8. Reimbursable Expenses - The Owner shall be responsible for payment to the Architect of reimbursable expenses identified in the attached schedule of reimbursable expenses and shall have no responsibility or liability for any other reimbursable expenses unless approved in writing by the Owner prior to those expenses being incurred. All authorized reimbursable expenses shall be paid within 30 days of receipt by the Owner of itemized invoices for them. The Architect and any consultant shall retain receipts and documentation for all reimbursable expenses, copies of which shall be submitted with each billing. The Owner reserves the right to decline payment on undocumented reimbursable expenses, and to establish reasonable conditions and limits on reimbursable expenses as deemed appropriate by the Owner and the Architect. Reimbursable expenses shall not exceed the amounts specified in the schedule of Reimbursements set forth in Exhibit #1 attached hereto.

9. Owner Authorization - Whenever the term Owner is used in this agreement it shall mean the Boone County Commission. 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 agreement without having obtained 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 of any county commissioner or other person in deviation

to the terms and conditions of this agreement or as authorization provide any additional 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 duly appointed Boone County Commissioner who has been appointed to act as the Commission's representative on this project. It is understood and agreed that the Owner's representative has only that authority which has been previously authorized by recorded majority vote of the Boone County Commission and it shall be the duty of the Owner's representative to prove to Architect whether or not such authority has been granted before incurring any expense or providing any service which is not previously authorized under this agreement or any Owner authorized modification to this agreement.

10. Termination or Suspension - This agreement may be terminated by the Owner for any reason upon at least 15 days written notice to the Architect. Upon termination, the Architect shall immediately discontinue all services and deliver to the Owner a final invoice for all services rendered to the termination date. Upon payment of this invoice, the Architect shall deliver any and all drawings, plans and specifications or other documents prepared as instruments of service under this agreement whether complete or in progress. It is further agreed that if services are terminated at the conclusion of the construction documents phase, the Architect shall be paid 75% of the total amount of compensation due under this agreement and 80% if services are terminated at the conclusion of the bidding phase. If the Owner questions the extent of work on the final invoice it shall have every opportunity to review and evaluate all work which the invoice is based on in the offices of the Architect prior to payment. If the project is suspended by the Owner for a period of more than 30 consecutive days, and the Architect's services have not been terminated, the Architect shall be entitled to a claim compensation from the Owner for any reasonable expenses it has incurred which can be documented and proven to the Owner's satisfaction that were a direct result of such suspension and are not otherwise compensated under this agreement. This agreement may also be terminated by either party upon not less than 7 days written notice in the event the other

party shall substantially fail to perform in accordance the terms and conditions of this agreement through no fault of the party initiating termination.

11. Architectural Work Product - The Owner acknowledges that the Architect's completed contract documents as instruments of professional service. Nevertheless, the completed contract documents prepared under this agreement shall become the property of the Owner whether the project for which they are prepared is executed or not. The Architect shall deliver to the Owner updated contract documents upon final completion of the project as specified in section 2.E of this agreement or reproducible copies of same as they exist at the date of termination, whichever occurs earlier. The Architect shall be permitted to retain reproducible copies of the contract documents for information, reference or other uses as it deems appropriate without written authorization of the Owner. The Owner agrees to make no claims against the Architect for losses arising out of any reuse of the contract documents.

12. Insurance - The Owner shall carry Builder's Risk or All Risk Insurance at its own expense during the construction phase of this agreement. The Architect shall be listed on the policy as an additional insured. The Architect shall carry and maintain insurance as specified in the agreement for services under Phase 1 of the project and shall provide the Owner with certificates and/or copies of policies thereof upon request. Failure of the Architect to obtain or maintain such insurance or to provide proper proofs thereof shall not diminish, waive, or otherwise reduce the Architect's obligation to provide and maintain such insurance coverage as specified above.

13. Miscellaneous Provisions - The following miscellaneous provisions shall be applicable:

- A. This agreement shall be governed by the laws of the State of Missouri and it is agreed that it is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to this agreement.
- B. This agreement constitutes the entire agreement between the Owner and Architect

and supersedes any prior negotiations, representations or agreement, whether written or oral, and may be only amended by a written instrument signed by both the Owner and Architect.

- C. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors, assigns or legal representatives and neither party shall assign or otherwise subcontract or delegate their obligations under this agreement except as may be authorized herein or authorized by the Owner in writing prior to such subcontract or delegation.
- D. It is understood and agreed that the Architect may not retain any consultant or delegate performance of any of its duties under this agreement without first obtaining the written authorization of the Owner. In addition, the Owner shall be authorized to direct the Architect to remove any consultant from the project when there are reasonable grounds to believe that such consultant is insolvent or the consultant's performance is deficient due to professional errors, omissions, unreasonable delays in performance, or such other causes which result in the Owner incurring unforeseen or unnecessary additional construction costs or other additional expenses.
- E. The Architect agrees to maintain all records pertaining to payments received from and debts incurred on behalf of the Owner in accordance with generally accepted accounting principles and make same available for inspection and review by the Owner's auditor subject to any applicable proprietary rights or other privilege or confidentiality authorized or required by law.
- F. The Architect shall perform the services described in this Agreement with the degree of care, skill and diligence ordinarily exercised under similar conditions and in the performance of similar services with respect to projects of a similar nature to

those services contemplated by this agreement by competent members of the architectural and engineering professions practicing in the area of the location of the project.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year first above written.

Simon Oswald Associates, Inc.

By: *Jennifer Hedrick* 9/20/05  
Jennifer Hedrick, AIA

APPROVED AS TO FORM

*[Signature]*  
County Counselor

Boone County, Missouri  
By Boone County Commission

By: *[Signature]*  
Presiding Commissioner

ATTEST:

*[Signature]*  
County Clerk

**CERTIFICATION:**

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

*Jane Patchford by KF* 10/4/05  
Auditor Date

*(Pending budget amendment approval)*

4010-71211 \$106,775.00

4010-71212 unspecified (reimb)



simon oswald *associates*  
architecture and interiors, inc.

HOURLY RATES – 2005

Architect / Principal	\$140.00 per hour
Architect Associate/Senior Architect	\$110.00 per hour
Interior Designer/Associate	\$ 90.00 per hour
Architect	\$ 90.00 per hour
Intern Architect III	\$ 80.00 per hour
Intern Architect II	\$ 70.00 per hour
Intern Architect I	\$ 65.00 per hour
Interior Designer II	\$ 65.00 per hour
Interior Designer I	\$ 60.00 per hour
CADD Technician	\$ 55.00 per hour
Clerical	\$ 40.00-50.00 per hour
Students	\$ 40.00 per hour





**simon oswald associates**  
architecture and interiors, inc.

**SCHEDULE FOR REIMBURSABLE EXPENSES**

<b>Travel - Outside of Columbia</b>	Car: 34.5 cents/mile Other: 1.1 x direct cost
<b>Mailing - Postage/Handling</b>	1.1 x direct cost
<b>Long Distance Telephone/Fax</b>	1.1 x direct cost
<b>In-House Printing</b>	8 1/2 x 11 = .10/sheet 8 1/2 x 11(color) = 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
<b>Outside Reproduction of Drawings, Specifications and other documents</b>	1.1 x direct cost
<b>Renderings/Models requested by Owner</b>	1.1 x direct cost