

279-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 10th day of June 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Information Technology request to advertise two Senior Programmer Analyst positions as both entry level Programmer Analysts and Senior Programmer Analysts with class codes 1045 and 1044 respectively.

Done this 10th day of June, 2014.

ATTEST:

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

[Signature]
Daniel K. Atwill

Presiding Commissioner

[Signature]
Karen M. Miller

District I Commissioner

Absent

Janet M. Thompson

District II Commissioner



BOONE COUNTY
Department of Information Technology
ROGER B. WILSON GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4319

Aron Gish

Director

DATE: June 10th, 2014

TO: Dan Atwill, Presiding Commissioner
Karen Miller, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Aron Gish

SUBJECT: Request to post "Programmer Analyst" position

cc: June Pitchford, County Auditor
Caryn Ginter, Budget Analyst
Jenna Redel-Reed, Human Resources Director

The IT Department currently has two Senior Programmer Analyst positions vacant. This request is to seek approval to advertise these positions as both entry level Programmer Analysts and Senior Programmer Analysts (class codes 1045 and 1044 respectively), with the flexibility to hire at either classification dependent upon the qualifications of the applicant. The Programmer Analyst position is currently inactive. The Senior Programmer Analyst is assigned to pay range 47 and the Programmer Analyst is assigned to pay range 43. I believe having this flexibility will increase the pool of candidates for these positions.

Thank you for your consideration.

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In the County Commission of said county, on the 10th day of June 20 14

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the Purchasing Department to appropriate funds for scholarship receipt and class expenditure.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1118	37200	Purchasing	Seminars/Conference		660
1118	03885	Purchasing	Travel/Training Reimb.		660

Done this 10th day of June, 2014.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent

Janet M. Thompson
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY MISSOURI

4/16/14

MAY 13 2014

EFFECTIVE DATE

BOONE COUNTY
AUDITOR

FOR AUDITORS USE

Department				Account				Department Name	Account Name	(Use whole \$ amounts)	
										Decrease	Increase
1	1	1	8	3	7	2	0	Purchasing	Seminars/Conferences		660.00
1	1	1	8		3	8	5	Purchasing	Travel/Training Reimb		660.00

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):

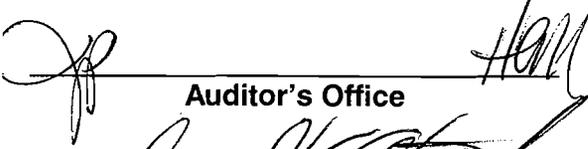
To appropriate funds for scholarship receipt & class expenditure.


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. *N/A*
- Comments: *None*

Agenda JP


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER

Absent
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Melinda Bobbitt - Revenue Account: Use 1118-3885 rather the one I gave you over the phone

From: June Pitchford
To: Melinda Bobbitt
Date: 4/16/2014 10:58 AM
Subject: Revenue Account: Use 1118-3885 rather the one I gave you over the phone

Melinda,
I left you a voice mail message as well. After I got off the phone, I realized that there was \$0 revenue recorded last year in the account I gave you; this is because the account we actually used is 1118-3885, Travel/Training Expense Reimbursement.

Sorry for the confusion!]

June

1) ~~6:59
Debbie
Book City For District
list of vendors -
442-5000~~

2) 10:55 X June

Budget Amendment

increase 1118/37200 660.00

increase 1118/3885 660.00

Any p card payment to WFGP was for 660. and will come out of 1118/37200

Melinda Bobbitt - Congratulations - MAPP Scholarship

From: "Hopkins-Will, Kimberly E" <KHopkins@MissouriState.edu>
To: Amy Robbins <arobbins@boonecountymmo.org>
Date: 4/16/2014 11:05 AM
Subject: Congratulations - MAPP Scholarship
CC: John Hribar <JHribar@pkwy.k12.mo.us>, Melinda Bobbitt <MBobbitt@boonecou...>

Amy,

Congratulations! I am pleased to announce that the MAPP Board has approved your MAPP Scholarship for the NIGP Foundation Class: Developing and Managing Request for Proposals in the Public Sector. Speaking from experience, I have taken the class (many years ago) and found that it absolutely helped me write and manage RFP's and prepared me for the CPPB exam.

Amy, it will be your responsibility to sign up and pay for the class. After you have attended the class, in September, you will be reimbursed by MAPP for the full amount of the registration.

Please make a copy of your Registration form, write SCHOLARSHIP across the top and send it to John Hribar at JHribar@pkwy.k12.mo.us.

Best wishes,

Kim

Kimberly E. Hopkins-Will, CPPO, CPPB
Missouri State University
Office of Procurement
901 S. National
Springfield, MO 65897
Office: 417-836-4414
Fax: 417-836-6583
Khopkins@missouristate.edu
<https://www.missouristate.edu/procurement/>



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Missouri Association of Public Purchasing, Inc.

Chapter of the National Institute of Governmental Purchasing, Inc.

www.mappi.org

SCHOLARSHIP APPLICATION

QUALIFICATIONS: This program is intended for current MAPP members in good standing in need of financial assistance to attend a MAPP/NIGP sponsored event, meeting, class, or seminar (including online events such as webinars and certification preparation), or for CPPB /CPPO certification/recertification fees. Members are only eligible to receive assistance once per calendar year. The Scholarship may include costs for registration and/or lodging (or any portion thereof) to any person who has been a member of the organization for a minimum of six months. The successful applicant (or the applicant's employer) will be responsible for all other costs associated with the event. Participation in the event should contribute to the professional development of the individual and his/her employer.

NIGP ANNUAL FORUM: Funds will be limited to the amount of the registration fee. Preference will be given to applicants who have not previously attended a Forum. The Board will consider an application to attend a Forum from the same person only once every two (2) years.

APPROVAL: Scholarship Applications will be reviewed by the MAPP Board for approval.

REQUIREMENT: If you are selected as a recipient of this Scholarship, you shall be required to write an assigned article for the MAPP Newsletter detailing your educational experience and the benefits derived from your attendance at the event, meeting or seminar. Topics will be coordinated with the Communications Committee Chair.

NAME Amy Robbins TITLE Senior Buyer

ENTITY Boone County Purchasing

MAILING ADDRESS 613 E. Ash St. Room 109, Columbia, MO 65201

PHONE 573-886-4392 FAX 573-886-4390 E-MAIL arobbins@boonecountymmo.org

NAME OF EVENT NIGP Foundation Class: Developing and Managing Requests for Proposals in the Public Sector

DATES Sept. 17-19, 2014 LOCATION 701 E. Broadway, Columbia, MO 65201

TYPE OF ASSISTANCE REQUESTED: REGISTRATION LODGING _____ CERTIFICATION/RECERTIFICATION _____
TOTAL \$ 660.00

Briefly describe the value your participation at this event will have in your professional development and/or for your employer:

I am preparing to take my CPPB certification in 2015 and this course will provide required contract hours for that certification. Professionally, this course will provide insight into the RFP process that will assist me in my daily duties as Senior Buyer for Boone County.

Identify your contributions to the MAPP Chapter (participation/support in previous MAPP activities, functions or seminars):

I'm currently the Communications Chair for the MAPP Board as well as the MAPP Newsletter Editor. I was on the planning committee for the 2013 MAPP Spring Conference as well as organized the reverse vendor fair for that conference. I'm currently on the planning committee for the 2014 MAPP Spring Conference and participate in all MAPP Board Meetings and elections as a board member.

Are you certified? No Yes If so, does this event qualify for re-certification points? _____ If not, will participation assist in attaining certification? Yes No If for NIGP Forum, have you previously attended a Forum? Yes _____ No _____

Amy Robbins

Melinda Bobbitt

Melinda Bobbitt, Director of Purchasing

Applicant's Signature

Immediate Supervisor's Signature

Print Supervisor's Name and Title

Submit completed form to Kim Hopkins-Will, Buyer to: Missouri State University, 901 S. National Avenue, Springfield, MO 65897 Attn: Procurement, Carrington Hall Room 106. If you have any questions, contact Kim at 417-836-4414 or 417-836-6583 fax, or email Khopkins@missouristate.edu. If approved, a copy of the approved application must be submitted with the registration form for the event, in lieu of payment for registration fee. If lodging fees are approved, the lodging must be secured by the scholarship recipient and all fees shall be paid directly to the hotel by the scholarship recipient. To receive reimbursement on lodging fees the scholarship recipient must submit the paid invoice for lodging to the Association Treasurer.

Approved _____ Date _____ Continuing Education Committee Chair _____

281 -2014

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June Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 10th day of June 20 14

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the Auditor's Office to establish a budget for the 911/OEM Facility.

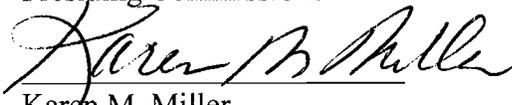
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
4100	71201	911/OEM Facility	Construction		12,030,000
4100	71211	911/OEM Facility	Architects/Engineering Fees		995,000
4100	71212	911/OEM Facility	A/E Reimbursable Fees		5,000
4100	71231	911/OEM Facility	Owner Costs (Audio/Visual; Phone System; Other)		820,000
4100	91100	911/OEM Facility	Furniture and Fixtures		500,000
					14,350,000

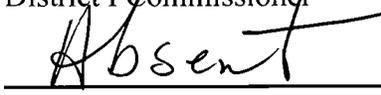
Done this 10th day of June, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

**Initial Capital Costs to be Financed: Facility
 Construction and Equipment/Software Acquisition**

Description	Ballot Cost Estimate	Revised Cost Estimates	Change	Comments
Project Management Fees (NOT INCLUDED IN Original BALLOT COSTS)	-	425,000	425,000	MCP not-to-exceed contract: \$424,174
Facility Construction (including design and owner's costs-- See Below)	11,350,000	14,350,000	3,000,000	Includes ADG's Estimated Construction Costs; estimated increase to ADG fees; 10% construction contingency, options for elevator and increased storage in basement. See detail below.
Facility Radio Equipment	2,830,000	3,170,000	340,000	MCP final budget estimate-see tech notes tab
IT Hardware/Software - Joint Communications/911	5,280,000	5,246,000	(34,000)	MCP to confirm final budget estimate - see tech notes tab
IT Hardware/Software - OEM	130,000	190,460	60,460	\$540,000-- the nature of these items is such they could appropriately be pushed to an annual operating budget MCP added non-recurring costs for purchase of EOC hardware and software
Other Equipment - Joint Com/911	170,000			
Other Equipment- OEM	240,000	240,000		
Estimated Initial Capital Costs to be Financed	\$ 20,000,000	23,621,460	3,791,460	19%

Facility Construction Costs: ADG's Estimated Construction Costs - Schematic Design Phase

	From ADG Est	Rounded for Budget	G/L Account	
ADG Contract- Design Fees				
Base Contract	750,000	995,000	71211	Architectural Contract
Additional Fees (7.5% on amt> \$10M)	244,085	5,000	71212	Reimbursable items
Estimated Design Fees	994,085	1,000,000		
ADG Construction Cost Estimates:				
Building & Site Development	9,664,910	9,700,000	71201	Facility
Furnishings/Appliances, Communications Systems, Peri	1,961,211	700,000	71201	Furnishings associated with facility asset
		500,000	91100	Furniture and Fixtures
		770,000	71231	AV and Phone
Alternates/Options	423,400	430,000	71201	Future or Optional
Subtotal	12,049,521			
Add: Project Contingency (10%)	1,204,952	1,200,000	71201	Entire Project Contingency
Total Estimated Construction Cost	13,254,473	13,300,000		
Other Owner's Cost Items	50,000	50,000	71231	
Total FacilityConstruction Budget Estimate--Rounded	14,298,559	14,350,000		

Budget Amendment

Account Name	Account	Increase
Construction	71201	12,030,000
Architects/Engineering Fees	71211	995,000
Architects/Engineering Reimbursables	71212	5,000
Owners Costs	71231	820,000
Furniture and Fixtures	91100	500,000
Total		14,350,000

Budget Analysis

Element	S.D. Submittal 03/31/14	Revised Plan 04/29/14	Budget Update 05/22/14	Account
1.0 Base Building	\$ 6,526,780 (25,103 SF @ \$260/S.F.)	\$ 6,668,480 (25,648 SF @ \$260/S.F.) *1	\$ 6,668,480 (25,648 SF @ \$260/S.F.) *1	71201
2.0 Envelope and Structural Hardening	\$ 1,631,695 (25,103 SF @ \$65/S.F.)	\$ 1,645,930 (25,322 SF @ \$65/S.F.) *2	\$ 1,645,930 (25,322 SF @ \$65/S.F.) *2	71201
3.0 Lower Level Storage		\$ 343,400	\$ 620,600	71201
3.1 Base Program		(343,400) (1,717 SF @ \$200 S.F.)	(343,400) (1,717 SF @ \$200 S.F.)	
3.2 Additional Storage			(277,200) (1,386 SF @ \$200 S.F.)	
Total Updated Building SF			28,751 S.F.	
4.0 Subtotal - Building	\$ 8,158,475	\$ 8,657,810	\$ 8,935,010	
5.0 Site Development Cost	\$ 661,400	\$ 695,650	\$ 729,900	71201
5.1 Utilities		(116,000)	(116,000)	
5.2 Grading and Drainage		(289,000)	(289,000)	
5.3 Parking / Paving		(258,750)	(258,750)	
5.3.1 Site Road Repair Contingency			(19,250)	
5.4 Landscape & Irrigation		(31,900)	(31,900)	
5.5 Geotechnical Testing			(15,000) *3	
5.6 Fire Protection Stand Pipe (PD)			---	
6.0 Subtotal - Building and Site Development	\$ 8,819,875	\$ 9,353,460	\$ 9,664,910	
7.0 Permit Costs	---	---	\$ 15,387 *5	71201
8.0 Communications Systems	\$ 987,500	\$ 987,500	\$ 1,445,824	71201
8.1 Voice-Data / Cabling (Internal)		(384,500)	\$ 384,500	71201
8.2 Fiber Connections	---	---	\$ 10,924	
• Connection to City Fiber at Sheriff's Annex (500')			(3,162)	
• Stub out to South (150')			(1,500)	
• Stub out to North (150')			(1,500)	
• Fiber Connection to Communications Tower (300')			(2,262)	
• Electric Connection to Communications Tower (300')			(2,500)	
8.3 Phone System	---	---	\$ 279,800	71231
• PBX Switch			(75,000)	
• Phones Wall and Desk (106)			(84,800)	
• DAS to support in building coverage			(100,000)	
• RF to support in building coverage			(20,000)	
8.4 Computer Room			\$ 167,600	71201
• Initial Phase to support 911 center			(142,600)	
• Data Center Support (MEP)			(25,000)	
8.5 Audio / Visual		(481,000)	\$ 481,000	71231
8.6 Security		(122,000)	\$ 122,000	71201
9.0 Furnishings *6	\$ 290,250	\$ 290,250	\$ 500,000	91100
9.1 Furniture and Finishes	\$ 290,250	\$ 290,250	\$ 425,000	
9.2 Appliances, Health Equipment			\$ 75,000	
10.0 Total	\$ 10,097,625	\$ 10,631,210	\$ 11,626,121	
11.0 Future or Optional				
11.1 Storage Garage	\$ 449,280	---	---	
11.2 Data Center (Systems)	\$ 480,000	\$ 470,000	\$ 328,400	71201
11.3 Data Center Support (MEP)		---	\$ 50,000	71201
11.4 Lower Level Storage	\$ 120,000	---	---	
11.5 Elevator	---	\$ 88,600 *4	\$ 45,000	71201
11.6 Expansion	\$ 2,803,775	\$ 277,200 *5	---	

11,916,311

423,000

41-310CT13
2-2014



**Boone County – Agreement for
Architectural and Engineering Services**

Project Name: Boone County 911/Joint
Communications Facility
Last Revised: December 17, 2013

THIS AGREEMENT is made and entered into this 6th day of January, 2014 by ^{reg} and between Boone County, Missouri, by and through its County Commission, herein "Owner," and Architects Design Group, Inc. (Missouri foreign corporation registration #: F01004011), 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 911/Joint Communications Facility, to include an Emergency Operations Center (EOC), herein "Project." The Project contemplates all architectural and engineering design services, to include mechanical, electrical, plumbing, structural, fire protection, audio-visual, inside plant wiring, UPS, generator, interior, and landscape design services, for the construction of the Project. The approach to the Project will be through an award of a contract to a General Contractor, with an employee of Owner serving as a project manager for Owner and the Owner designating a County Commissioner as the Owner's representative. The Boone County RFQ#41-310CT13, Addendum #1, Addendum #2 and Addendum #3, along with Architect's response dated October 23, 2013, signed by Kevin Ratigan, AIA, is attached hereto and

incorporated into this Agreement. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall control.

2. **Architectural and Engineering Services:** Architect shall provide as basic services all architectural services as described herein, all architectural and engineering design services, to include mechanical, electrical, plumbing, structural, fire protection, audio-visual, inside plant wiring, UPS, and generator design services, interior, and landscape design services in connection with the Project. In addition to the foregoing, the parties have specifically agreed as follows:

a). For purposes of this Agreement, Architect will perform basic interior design services as developed in the Design Development phase of the project in coordination with County's vendor, Inside the Lines, and will coordinate as necessary with Inside the Lines for successful completion of the Project. Additional interior design services beyond the Architect's basic services as developed in the Design Development phase will be negotiated as additional services.

b). All design work necessary to obtain required building permits shall be considered part of the Architect's basic services. Printing of plans shall be considered a reimbursable expense, with the total printing costs not to exceed \$3,750.00 without an additional, written agreement with Owner. Architect will not bill for any printing of plans subsequent to the initial submittals that are necessitated by feedback received by Architect from code review officials.

c). Civil engineering services, which shall include grading, stormwater/drainage, land disturbance, parking, site utility work, and all related permitting required, will be negotiated as additional services with PW Architects, Inc. being responsible for providing said civil engineering services through Allstate Consultants, LLC.

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 and Engineers providing services in Boone County, Missouri, under the same or similar circumstances. The Architect's and Engineer's services shall be delivered generally per the following breakdown:

Pre-Design Services	–	5%
Schematic Design	–	15%
Design Development	–	15%
Construction Documents	–	35%
Bids and Negotiation		5%
Construction Administration	–	25%

The services shall include the following services as appropriate and necessary for the completion of the Project, and provide Owner with updated Cost of Work budgets, as appropriate. The following is a non-exhaustive list of the services to be provided under this Agreement:

2.1. Pre-Design Services: 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 through a planned substantial completion date for the Project. Architect shall consult with Owner, Owner's Consultant (Mission Critical Partners), and other identified stakeholders for the Programming phase of the design services. Architect shall undertake these services to understand Owner's needs mindful that the desired building will be consistent, whenever appropriate, with the color and finish of Owner's other buildings, particularly those at the law enforcement campus

where this facility will be constructed. Architect shall also prepare its designs mindful of Owner's desire to facilitate the efficient operation and maintenance of the facility by Owner's forces after the Project is completed. Architect shall attend a kick-off meeting, gather information, assess space needs, collect data, analyze the site, and otherwise work to document the needs of the Project. Architect shall produce a Program of Requirements that details all objectives, spaces, services (i.e. telephone, data, utilities, etc.), special finishes, furniture, and spatial relationships. The Program of Requirements will be prepared in such a way so as to facilitate the Owner's review, revision and approval.

2.2 Schematic Design: Architect shall prepare a preliminary Cost of Work budget and a preliminary design (conceptual floor plans and elevations) of the Project. Upon approval of the preliminary design, Architect shall prepare and submit for approval schematic design documents. Architect shall develop simple diagrammatic documents delineating room sizes and relationships, single line diagrams of all systems, elevations of the building exterior, and drawings of any special interior spaces. The schematic designs will be reviewed with Owner, Owner's Consultant (Mission Critical Partners) and other identified stakeholders for revision and approval. Architect shall discuss with Owner alternative approaches to design and construction of the Project. Architect shall submit the schematic drawings, a project narrative, and an updated estimate of the Cost of Work to Owner for review and approval.

2.3 Design Development Phase: Architect shall further consult with Owner's representatives and Owner's Consultant (Mission Critical Partners), regarding Owner's needs, research applicable design criteria, attend Project meetings and communicate progress to the Owner in the further development of the schematic designs into definitive

plans and elevations. Architect shall coordinate its services with Owner and Owner's consultants. Architect shall prepare and submit for approval such other designs, specifications, and documents necessary for inclusion in the Construction Documents for completion of the Project, to include descriptions of the architectural, structural, mechanical, plumbing, and electrical systems, HVAC, electrical loading, inside plant wiring, audio-visual design services, UPS and generator design services, and such other elements as may be appropriate, including the preparation of furniture layouts for the purpose of design / systems details and coordination with Owner's vendor, Inside the Lines. 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.

2.4. Construction Documents: 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. The Architect shall provide an updated estimate of the Cost of Work, if any is necessary, at 80% of completion of the Construction Documents.

2.5. Bidding and Negotiation Phases: 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 any addenda to the bid specifications, providing clarifications and interpretations of the bidding documents, organizing and conducting the opening of bids, evaluation of bid responses, and the documenting of the bidding results.

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

particular attention to whether such change request is appropriate given the contractor's knowledge of the conditions of the Project as provided for in the Construction Documents. Architect shall, in consultation with Owner, determinate substantial completion of the Project and the date of final completion. Architect shall provide Owner's representatives with an explanation of the building operation and maintenance and provide Owner with all appropriate manuals, instructions, or other documentation that will facilitate Owner's forces taking over the maintenance of the facility. The Architect shall 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 shall 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 shall consult with Owner's Purchasing and Legal Departments, as well as Owner's Consultant (Mission Critical Partners, Inc.), in the preparation of the Construction Documents. Architect shall 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 timely 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, including incorporated plans and designs, prepared under this Agreement shall, upon full and final payment to the Architect of all monies then due and owing, become the property of Owner whether the Project is executed or not. Upon full and final payment to the Architect of all monies then due and owing, Architect shall deliver to Owner updated contract documents upon final completion of the Project or as they exist as of the date of termination, as applicable, in paper and electronic form as prepared by Architect. Architect shall be permitted to retain reproducible copies of the contract documents for Architect's own use and reference. In the case of any future reuse of the documents by Owner without Architect's direct professional involvement, the Architect's and Architect's consultants' names and seals shall be removed from

all such documents and the Architect shall not be liable to the Owner in any manner whatsoever for their reuse. The Owner's obligations under this paragraph shall survive any termination of this Agreement and shall be binding upon Owner's successors and assigns.

7. Compensation:

7.1. Compensation to Architect: In consideration of the Architect's provision of services under this Agreement, Owner agrees to compensate Architect as follows: **7.5% of the owner-approved, total estimated contract budget for the Project.** Change orders impacting architectural basic services shall not increase the Architect's fee. In addition to the foregoing, the parties have specifically agreed as follows:

a). This Agreement specifically excludes compensation and scope of work for civil engineering services, which shall include grading, stormwater/drainage, land disturbance, parking, site utility work, and all related permitting required.

b). The compensation of 7.5% of the Owner-approved, total estimated contract budget for the Project is understood to be \$10,000,000.00 at the outset of this Agreement, which translates to an Architect's fee of \$750,000.00

c). The Owner-approved, total estimated contract budget for the work shall be confirmed and modified, if necessary, at the completion of the Pre-Design Services. A formal amendment to the Agreement shall be prepared and executed by Owner and Architect indicating the final, agreed-upon budget for the Project.

d). The technology design services (audio-visual, inside plant wiring, and other design services necessary for the successful completion of the Project) will be done in coordination with Mission Critical Partners (MCP). MCP will be primarily responsible for the design, selection, bid documents, and assistance with installation for radio equipment and communication center

consoles, and Architect will coordinate with MCP on those services. Architect's fee for all other technology design services necessary for successful completion of the Project shall be calculated as 7.5% of Owner-approved, total estimated project budget for audio-visual equipment and other necessary technology not handled by MCP. Owner will facilitate communications between Architect and MCP to clearly define the scope of the various technology design deliverables during the Design Development phase of the Project. A formal amendment to the Agreement shall be prepared and executed by Owner and Architect indicating the final, agreed-upon budget for the technology portion of the Project that Architect will be responsible for.

Printing expenses shall be reimbursed as provided for in paragraph 2(b) of this Agreement.

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.

7.2 Compensation to Architect's subcontractors: Architect has identified several subcontractors in its RFQ response that make up its project team. Recognizing that Owner's

ability to successfully complete the Project requires that Architect's entire project team, including all subcontractors, to be efficient and effective, Architect agrees to put in place whatever communication systems are appropriate so as to facilitate the timely and effective communications between and among its subcontractors and Architect, including the processing of invoices. In addition, Architect agrees to pay its subcontractors in a timely fashion upon presentation of invoices from said subcontractors (within 45 days of receipt of invoice from subcontractor), recognizing that said subcontractors' performance of services to Owner will be adversely impacted if Architect did not pay on a frequency consistent with the frequency that Owner is paying Architect on Architect's invoices.

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

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

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

10. **Termination or Suspension:** This Agreement may be terminated by the Owner for any reason upon at least 15 days written notice of termination to the Architect. Upon

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

11. **Governing Law / Venue / Dispute Resolution:** This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Associate 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 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:

Kevin Ratigan, AIA
Architects Design Group, Inc.
333 North Knowles Avenue
Winter Park, FL 32789
Fax: 407-645-5525

If to the Owner:

Boone County Commission
801 E. Walnut, Rm. 333
Columbia, Missouri 65201

With a copy to:

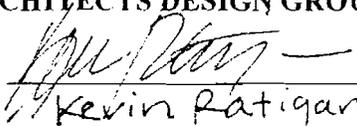
C.J. Dykhouse
Boone County Counselor
801 E. Walnut, Rm. 211
Columbia, Missouri 65201
Fax: 573-886-4413

13. **Certification of Lawful Presence / Work Authorization:** Architect shall complete and return the Work Authorization Certification.

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.

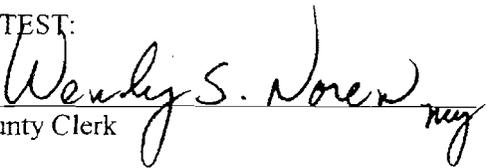
SO AGREED.

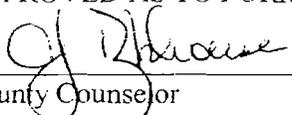
ARCHITECTS DESIGN GROUP, INC.

By 
Kevin Ratigan, AIA
Title Senior Vice President
Dated: Dec. 20, 2013

BOONE COUNTY, MISSOURI

By 
Presiding Commissioner
Dated: 1-6-14

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Counselor

AUDITOR CERTIFICATION

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

Signature Appropriations pending Date 12/31/2013 Appropriation Account _____