

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned Term Term. 20 06

County of Boone

In the County Commission of said county, on the

17th

day of October

20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue and expenditures for the new Probation Services Grant. This is for July 1, 2006 – December 31, 2006.

Department Name and Account	Amount of Increase
1243-03451 – State Reimbursement	\$38,337.00
1243-10100 – Salaries/Wages	\$30,181.00
1243-10200 – FICA	\$2,309.00
1243-10300 – Health Insurance	\$4,750.00
1243-10325 – Disability Insurance	\$151.00
1243-10350 – Life Insurance	\$38.00
1243-10375 – Dental Insurance	\$324.00
1243-10500 – 401 (A) Match	\$584.00

Done this 17th day of October, 2006.


Keith Schmarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 17th day of October 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue and expenditures for the new State Services to Victims Grant. This is for July 1, 2006 – December 31, 2006. Victim Services

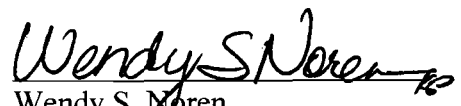
Department Name and Account	Amount of Increase
1243-03451 – State Reimbursement	\$18,365.00
1243-10100 – Salaries/Wages	\$14,685.00
1243-10200 – FICA	\$1,124.00
1243-10300 – Health Insurance	\$2,375.00
1243-10325 –Disability Insurance	\$73.00
1243-10350 – Life Insurance	\$19.00
1243-10375 – Dental Insurance	\$162.00
1243-10500 – 401 (A) Match	\$292.00

Done this 17th day of October, 2006.

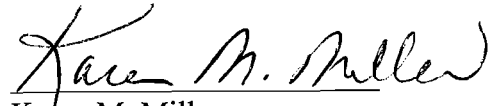


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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County of Boone

In the County Commission of said county, on the

17th

day of October

20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue and expenditures for the new Intensive Intervention Model Grant . This is for July 1, 2006 – December 31, 2006.

Account Name and Department	Amount of Increase
1243-03451- State Reimbursement	\$5,079.00
1243-10100 – Salaries/Wages	\$4,718.00
1243-10200 – FICA	\$361.00

Done this 17th day of October, 2006.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

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October Session of the October Adjourned Term Term. 20 06

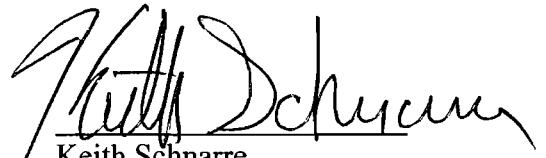
In the County Commission of said county, on the 17th day of October 20 06

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

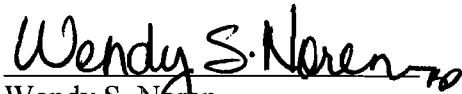
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover shortfall in account 91301 computer hardware, due to the purchased upgrade of the AS400 for the Assessors office.

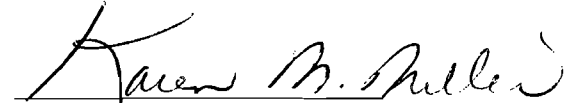
Account Name and Department	Amount of Decrease	Amount of Increase
2010-91301 – Computer Hardware		\$5,000.00
2010-86800 – Emergency	\$5,000.00	


Done this 17th day of October, 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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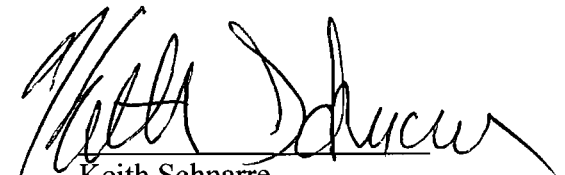
October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 17th day of October 20 06

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

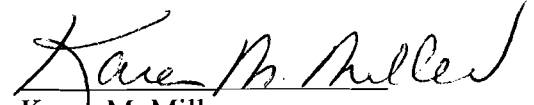
Now on this day the County Commission of the County of Boone does hereby adopt
CATSO Major Roadway Plan.

Done this 17th day of October, 2006.

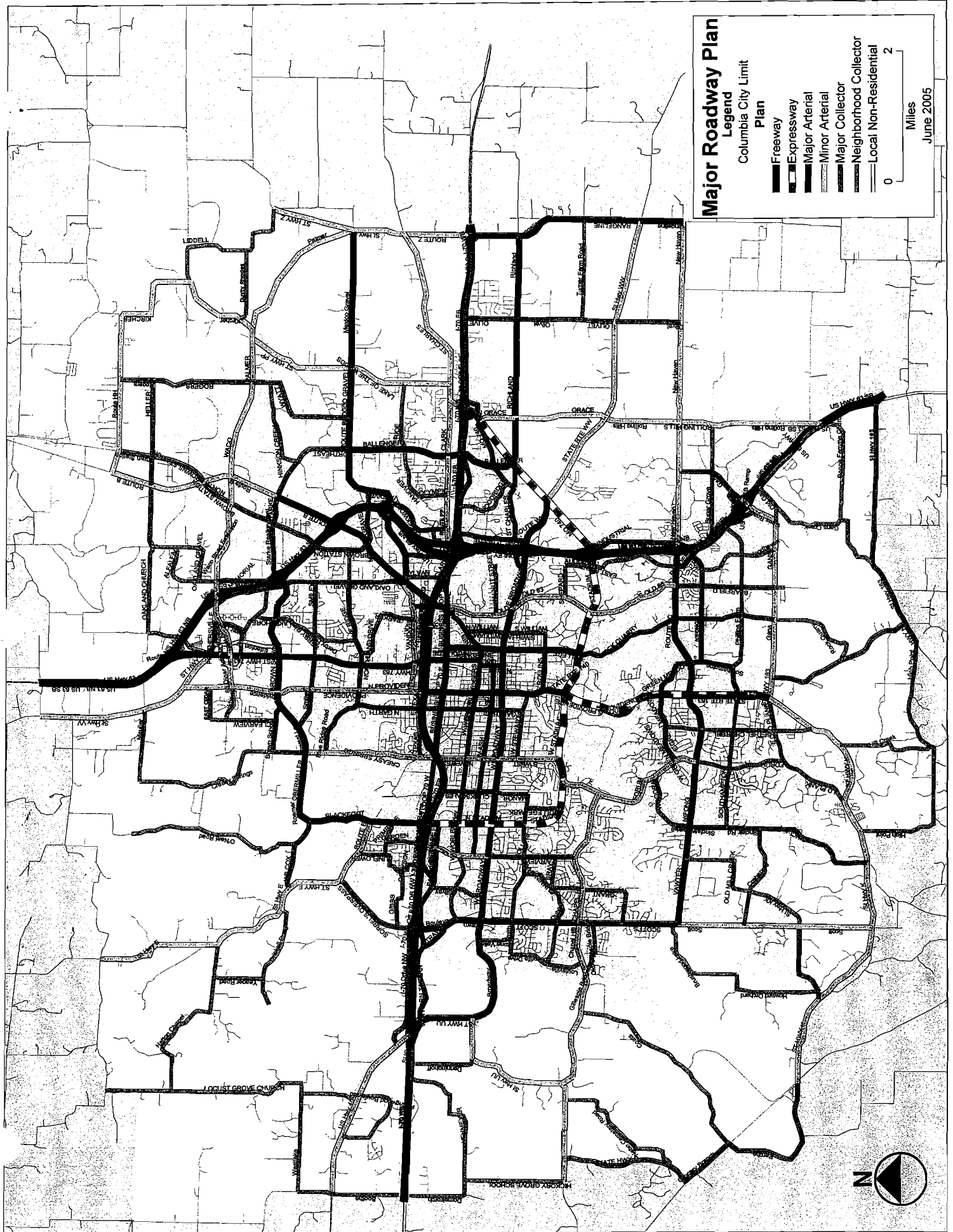

Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



Major Roadway Plan

Legend
 Columbia City Limit
Plan

- Freeway
- Expressway
- Major Arterial
- Minor Arterial
- Major Collector
- Neighborhood Collector
- Local Non-Residential

0 2
 Miles
 June 2005



CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.


October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 17th day of October 20 06

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

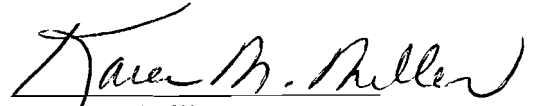
Now on this day the County Commission of the County of Boone does hereby approve (1) attached Agreement for Construction Management Services with S.M. Wilson & Company for construction management services in connection with of the Boone County Courthouse Expansion Project; (2) attached Agreement for Architectural Services with Butler, Rosenbury & Partners, Inc., for architectural services in connection with the Boone County Courthouse Expansion Project; and (3) attached Addendum to Architectural and Construction Management Agreements, Boone County, Missouri, Courthouse Expansion Project, Matrix of Responsibility – Revised 10/8/06. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreements and addendum to agreements.

Done this 17th day of October, 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

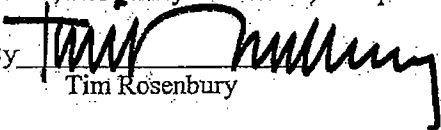

Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ADDENDUM TO ARCHITECTURAL
AND CONSTRUCTION MANAGEMENT AGREEMENTS
BOONE COUNTY, MISSOURI COURTHOUSE EXPANSION PROJECT
MATRIX OF RESPONSIBILITY- REVISED 10/8/06

The undersigned hereby approve and agree to the assignment of project responsibilities in accordance with the attached 4 page Matrix of Responsibility revised 10/8/06 as required under agreements for architectural and construction management services with Boone County, Missouri for the project known as the Boone County Courthouse Expansion.

Butler, Rosenbury & Partners, Incorporated

By 
Tim Rosenbury

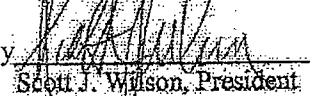
Boone County, Missouri

By 
Presiding Commissioner

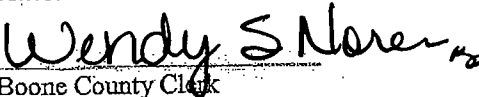
Dated: 10-11-06

Dated: 17 OCT 06

S. M. Wilson & Co.

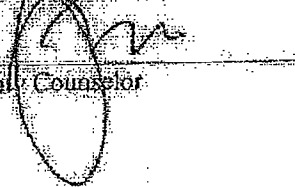
By 
Scott J. Wilson, President

Attest


Boone County Clerk

Dated 10-11-06

Approved as to form


Council Counselor

Construction Management Project Approach
Project Responsibility Matrix



Boone County					Revision	10/8/2006
A/V = Approval/Veto Authority						7/17/2006
A = Assistance as required						
R = Prime Responsibility						
S = Supporting Role to Prime Responsibility						
I = Information Only						
* = Hourly Services						
	County	Building Committee	Staff & Constituents	Architect/ Engineer	Construction Management	
PLANNING PHASE						
Identify Needs & Requirements	A/V	S	S	R	S	
Establish Programming Guidelines	I	S	S	R	S	
Prepare Preliminary Program Budgets:						
Bonds & Financing & Administration	A/V	R	n/a	S	S	
Professional Consultants	I	R	n/a	S	S	
Design Fees	I	S	n/a	R	S	
Construction Management Fees	A/V	S	n/a	S	R	
Prepare Cash Flow Schedule	I	I	n/a	S	R	
Prepare Project Master Schedule:						
Original Design Submittals to CM	I	I	n/a	R	S	
Construction Updates	I	I	n/a	S	R	
Preliminary Site Investigations:						
Buildability	I	I	n/a	R	S	
Environmental Assessment	I	R	n/a	S	S	
Asbestos	n/a	R	n/a	n/a	n/a	
Utilities	I	I	n/a	R*	S	
Zoning	I	R	n/a	S	S	
Soil Condition	I	R	n/a	S	S	
Site Survey	I	R	n/a	S	S	
Prepare Building Program Guidelines:						
Determine Functional Requirements	I	R	S	S	A	
Determine Space Requirements	I	R	S	S	I	
Determine Physical Program Objectives	I	R	S	S	I	
Evaluate Needs	I	S	S	R	S	
Develop Design Layout Options	I	S	S	R	S	
Select Primary Organizational Plan	A/V	S	S	R	I	
Establish Energy Guidelines/Criteria	A/V	S	n/a	R	S	
Establish Materials and Systems Criteria	A/V	S	n/a	R	S	
Begin Communication w/Governmental Authorities	S	R	n/a	S	S	
Finalize Design Guidelines/Overviews	I	S	n/a	R	S	
Prepare Pre-Design Program Budget	A/V	S	n/a	S	R	
Update Master Schedule	I	S	n/a	S	R	
Develop Criteria for Consultant Selection	A/V	S	n/a	R	S	
Prepare Public Relations Plan	I	R	S	A	A	
Content of Executive Summary	I	S	n/a	A	R	
Develop Design Professional Contract	A/V	S	n/a	R	S	
Develop Construction Manager Contract	A/V	S	n/a	S	R	
Select Design Professionals and Consultants:						
Architect/Engineers	A/V	R	n/a	N/A	I	
Approve/Disapprove Subconsultants	A/V	S	n/a	R	I	
Hazardous Materials	A/V	R	n/a	S	S	
Fire Protection/Life Safety	A/V	I	n/a	R	S	
Communications, Computer, AV	A/V	R	n/a	S	S	
Verify Consultant Invoice	I	S	n/a	R	I	
Establish Communication and Reporting Standards:						
Develop Owner Design Review Process	A/V	S	n/a	R	S	
Develop Owner Construction Review Process	A/V	S	n/a	S	R	
Establish and Maintain Owner's Project Files	I	R	n/a	S	S	
Update Master Schedule to Include Owner Review and Design	I	S	n/a	S	R	
DESIGN PHASE						
Prepare Systems Overview	I	S	n/a	R	S	
Initial Review of Program Estimate	I	I	n/a	S	R	
Finalize Program	I	S	n/a	R	S	
Standardize Design Coordination Mtg Agendas & Schedules	I	S	n/a	R	S	

**Construction Management Project Approach
Project Responsibility Matrix**



A/V = Approval/Veto Authority					7/17/2006
A = Assistance as required					
R = Prime Responsibility					
S = Supporting Role to Prime Responsibility					
I = Information Only					
* = Hourly Services					
	County	Building Committee	Staff & Constituents	Architect/Engineer	Construction Management
Review Monthly Project Design Status Report	I	S	n/a	R	S
Review/Approve/Reject Monthly A/E Pay Requests	A/V	R	n/a	S	n/a
Review/Approve/Reject Monthly CM Pay Requests	A/V	R	n/a	n/a	S
Develop SD	I	S	n/a	R	S
CM SD Estimate	I	S	n/a	S	R
DD Design Submittals	I	S	n/a	R	S
CM DD Estimate	I	S	n/a	S	R
CD Design Submittals	I	S	n/a	R	S
CM CD Estimate	I	S	n/a	S	R
Develop Division 1 Documents	I	S	n/a	S	R
Provide Constructability Input to Design	I	I	n/a	S	R
Review Constructability Options	I	I	n/a	R	S
Provide Value Engineering Opportunities to Design	I	I	n/a	S	R
Review Value Engineering Opportunities to Design	I	I	n/a	R	S
Prepare Cost Estimates for SD/DD/CD	I	I	n/a	S	R
Review/ Approve Preliminary Design & Cost Estimate Submittals	A/V	I	n/a	S	R
Authorize Release of Construction Documents	R	S	n/a	A	S
Issue Construction Documents for Bidding:					
To Construction Manager	I	I	n/a	R	S
To Bidding Contractors	I	I	n/a	A	R
Building Permits	S	R	n/a	A	S
Prepare Submittal Schedule	I	I	n/a	A	R
Develop Construction Contracting Strategy	I	I	n/a	S	R
Develop Construction Contracts	I	I	n/a	A	R
Develop Project Procedures for:	I	I	n/a	S	R
Bid and Award; Submittal Reviews; Testing and Inspections; Schedule;					
Cost Reporting; Change Management; Quality Assurance; Safety;					
Document Control; Labor Relations					
Review w/Legal Counsel:					
Governmental Review Procedures	I	R	n/a	S*	S
Sales and Use Tax	I	R	n/a	A	S
Equal Opportunity Employment	I	R	n/a	A	S
Establish Design Approval Authorities	I	S	n/a	R	S
Identify Prevailing Wage Requirements	I	R	n/a	I	S
Format Bidding Notice & Advertisement Information	I	S	n/a	I	R
CONSTRUCTION PHASE					
Prepare Bid Package Elements:	I	I	n/a	A	R
Milestone Schedule; Instruction to Bidders; Special Conditions; Bid Form;					
Alternates; Unit Prices; Logistics and Site Use Plan; Contract and "Front Ends"					
Solicit Interest from Qualified Bidders	I	S	S	A	R
Place Advertisements for Bids	I	I	n/a	A	R
Solicit MBE/WBE Participation	I	I	n/a	A	R
Approve Bidding Information Between Owner/Bidders	I	S	n/a	A	R
Issue Bid Package	I	I	n/a	A	R
Receive & Summarize Questions/Input from Bidders	I	I	n/a	S	R
Provide Response to Technical Information Not in Documents	I	I	n/a	R	S
Provide Technical Information for Addendum to Documents (as req)	I	I	n/a	R	S
Issue Addendum To Bidders	I	I	n/a	S	R
Conduct Pre-Bid Conferences	I	I	n/a	S	R
Receive Bids	I	I	n/a	A	R
Evaluate Bids	I	I	n/a	S	R
Conduct Award Meeting	S	S	n/a	S	R
Recommend Awards	I	I	n/a	S	R
Approve Award Recommendations	A/V	I	n/a	S	S
Award Contracts	I	S	n/a	S	R
Issue Contracts for Signature	I	I	n/a	A	R
Review Signed Contract for Alterations	I	I	n/a	A	R

**Construction Management Project Approach
Project Responsibility Matrix**



7/17/2006

	County	Building Committee	Staff & Constituents	Architect/Engineer	Construction Management
A/V = Approval/Veto Authority					
A = Assistance as required					
R = Prime Responsibility					
S = Supporting Role to Prime Responsibility					
I = Information Only					
* = Hourly Services					
Issue Preliminary Notice to Proceed (NTP)	I	I	n/a	A	R
Review Contract Submittals	I	I	n/a	A	R
Issue Full NTP	I	I	n/a	A	R
Maintain Owner's Project Files	I	I	n/a	S	R
Provide Daily Site Observation	I	I	n/a	A	R
Site Observation Report:					
Prepare Format	I	I	n/a	A	R
Prepare Reports	I	I	n/a	A	R
Review Reports	I	I	n/a	A	R
Receive and Process Request for Information Requests	I	I	n/a	S	R
Provide Technical Solution for RFI's	I	I	n/a	R*	S
Coordinate Document Interpretation	I	I	n/a	S	R
Coordinate Technical Design Problems/Omissions	I	I	n/a	R	S
Initial Shop Drawing/Submittal Review	I	I	n/a	S	R
Final Shop Drawing Review & Approval	I	I	n/a	R	S
Issue Design Change Directives	I	I	n/a	R*	S
Issue Non-Design Change Directives	I	I	n/a	A	R
Administer Change Request Program (CR)	I	I	n/a	S*	R
Analyze Priced RFP from Contractor	I	I	n/a	S*	R
Prepare Change Order Forms	I	I	n/a	A	R
Monitor Contractor's QA/QC Program	I	I	n/a	A	R
Monitor Contractor's Schedule Submittals	I	I	n/a	A	R
Review Regulatory Compliance (Building Permit Issues)	I	I	n/a	S	R
Monitor Contractor's Labor Relations Program	I	I	n/a	n/a	R
Monitor Contractor's Safety Program	I	I	n/a	n/a	R
Review/ Approve Contractor's Application for Payment:					
Review Schedule Update and Narrative	I	I	n/a	A	R
Review Lien Waivers and Affidavits	I	I	n/a	A	R
Review Direct Payments	I	I	n/a	A	R
Review Certified Payrolls	I	I	n/a	A	R
Review Submittal Logs	I	I	n/a	A	R
Prepare Monthly Report on Project:					
Status of Construction	I	I	I	A	R
Project Cost Status					
* Construction	I	I	n/a	S	R
* Professional Fees	I	I	n/a	R	S
* CM Fees	I	I	n/a	S	R
* FF & E	I	R	n/a	S	S
Progress Photos	I	I	n/a	A	R
Program Cost Status and Budget Reconciliation	I	I	n/a	A	R
Manage Pending Issue Claims Avoidance System	I	I	n/a	A	R
Issue Notice of Non-Conformance (NCN)	I	I	n/a	A	R
Manage Deficiency Reporting System (NCN)	I	I	n/a	A	R
Manage & Control Testing & Inspection Reports	I	I	n/a	A	R
Monitor Regular Schedule Updates	I	I	n/a	A	R
Contractors	I	I	n/a	I	R
Coordinate and Administer CM/A-E/Owner Meeting	I	I	n/a	S	R
Coordinate Utility Tie-Ins and Relocations	I	I	n/a	S	R
Review Contractor Daily Reports	I	I	n/a	I	R
Coordinate and Administer Technical Submittal Process	I	I	n/a	S	R
Prepare CM Substantial Completion Punch Lists	I	S	n/a	S	R
Certify Substantial Completion	I	S	n/a	R	S
Prepare Walk-Through and Final Punch List	I	I	n/a	S	R
Monitor Final Punch List Work	I	I	n/a	A	R
Certify for Final Completion	I	S	n/a	R	S
Review Final Completion Submittals:					
Record Drawings from Field	I	I	n/a	A	R
Reproducibles of Record Drawings	I	I	n/a	R*	S
Equipment Data and Maintenance Manuals	I	I	n/a	A	R

**Construction Management Project Approach
Project Responsibility Matrix**

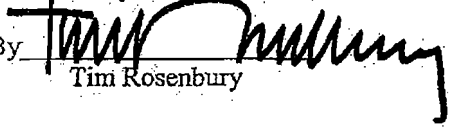


A/V = Approval/Veto Authority					7/17/2006
A = Assistance as required					
R = Prime Responsibility					
S = Supporting Role to Prime Responsibility					
I = Information Only					
* = Hourly Services					
	County	Building Committee	Staff & Constituents	Architect/ Engineer	Construction Management
Consent of Surety	I	I	n/a	A	R
Final Lien Waivers and Releases	I	I	n/a	A	R
Guarantees, Warranties and Affidavits	I	I	n/a	A	R
Regional Superintendent Approval					
MOVE-IN/START-UP PHASE					
Procure Furniture, Fixture & Equipment Items (FF&E)	I	R	n/a	S	S
Schedule FF&E Deliveries	I	R	n/a	S	S
Prepare Move-In Schedule	I	S	n/a	S	R
Coordinate Testing and Systems Startup	I	S	n/a	S	R
Coordinate Move-In	I	R	n/a	A	S
Manage Master Key System	I	R	n/a	S*	S
Coordinate Contract Close-Out w/Contractor	I	S	n/a	A	R
Coordinate Contract Close-Out w/Design Professionals	I	R	n/a	A	S
Organize/Coordinate/Oversee Warranty Follow-Up	I	I	n/a	A	R
Organize Maintenance Manuals for Turnover to Owner	I	I	n/a	A	R
Coordinate Building Operator Training	I	I	n/a	A	R

ADDENDUM TO ARCHITECTURAL
AND CONSTRUCTION MANAGEMENT AGREEMENTS
BOONE COUNTY, MISSOURI COURTHOUSE EXPANSION PROJECT
MATRIX OF RESPONSIBILITY- REVISED 10/8/06

The undersigned hereby approve and agree to the assignment of project responsibilities in accordance with the attached 4 page Matrix of Responsibility revised 10/8/06 as required under agreements for architectural and construction management services with Boone County, Missouri for the project known as the Boone County Courthouse Expansion.

Butler, Rosenbury & Partners, Incorporated

By 
Tim Rosenbury

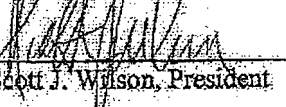
Boone County, Missouri

By 
Presiding Commissioner

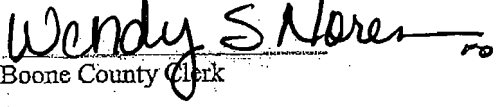
Dated: 10-11-06

Dated: 17 OCT 06

S. M. Wilson & Co.

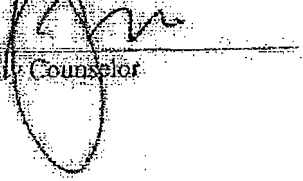
By 
Scott J. Wilson, President

Attest


Boone County Clerk

Dated: 10-11-06

Approved as to form


County Counselor

Boone County					Revision	10/8/2006
A/V = Approval/Veto Authority						7/17/2006
A = Assistance as required						
R = Prime Responsibility						
S = Supporting Role to Prime Responsibility						
I = Information Only						
* = Hourly Services						
	County	Building Committee	Staff & Constituents	Architect/ Engineer	Construction Management	
PLANNING PHASE						
Identify Needs & Requirements	A/V	S	S	R	S	
Establish Programming Guidelines	I	S	S	R	S	
Prepare Preliminary Program Budgets:						
Bonds & Financing & Administration	A/V	R	n/a	S	S	
Professional Consultants	I	R	n/a	S	S	
Design Fees	I	S	n/a	R	S	
Construction Management Fees	A/V	S	n/a	S	R	
Prepare Cash Flow Schedule	I	I	n/a	S	R	
Prepare Project Master Schedule:						
Original Design Submittals to CM	I	I	n/a	R	S	
Construction Updates	I	I	n/a	S	R	
Preliminary Site Investigations:						
Buildability	I	I	n/a	R	S	
Environmental Assessment	I	R	n/a	S	S	
Asbestos	n/a	R	n/a	n/a	n/a	
Utilities	I	I	n/a	R*	S	
Zoning	I	R	n/a	S	S	
Soil Condition	I	R	n/a	S	S	
Site Survey	I	R	n/a	S	S	
Prepare Building Program Guidelines:						
Determine Functional Requirements	I	R	S	S	A	
Determine Space Requirements	I	R	S	S	I	
Determine Physical Program Objectives	I	R	S	S	I	
Evaluate Needs	I	S	S	R	S	
Develop Design Layout Options	I	S	S	R	S	
Select Primary Organizational Plan	A/V	S	S	R	I	
Establish Energy Guidelines/Criteria	A/V	S	n/a	R	S	
Establish Materials and Systems Criteria	A/V	S	n/a	R	S	
Begin Communication w/Governmental Authorities	S	R	n/a	S	S	
Finalize Design Guidelines/Overviews	I	S	n/a	R	S	
Prepare Pre-Design Program Budget	A/V	S	n/a	S	R	
Update Master Schedule	I	S	n/a	S	R	
Develop Criteria for Consultant Selection	A/V	S	n/a	R	S	
Prepare Public Relations Plan	I	R	S	A	A	
Content of Executive Summary	I	S	n/a	A	R	
Develop Design Professional Contract	A/V	S	n/a	R	S	
Develop Construction Manager Contract	A/V	S	n/a	S	R	
Select Design Professionals and Consultants:						
Architect/Engineers	A/V	R	n/a	N/A	I	
Approve/Disapprove Subconsultants	A/V	S	n/a	R	I	
Hazardous Materials	A/V	R	n/a	S	S	
Fire Protection/Life Safety	A/V	I	n/a	R	S	
Communications, Computer, AV	A/V	R	n/a	S	S	
Verify Consultant Invoice	I	S	n/a	R	I	
Establish Communication and Reporting Standards:						
Develop Owner Design Review Process	A/V	S	n/a	R	S	
Develop Owner Construction Review Process	A/V	S	n/a	S	R	
Establish and Maintain Owner's Project Files	I	R	n/a	S	S	
Update Master Schedule to Include Owner Review and Design	I	S	n/a	S	R	
DESIGN PHASE						
Prepare Systems Overview	I	S	n/a	R	S	
Initial Review of Program Estimate	I	I	n/a	S	R	
Finalize Program	I	S	n/a	R	S	
Standardize Design Coordination Mtg Agendas & Schedules	I	S	n/a	R	S	

**Construction Management Project Approach
Project Responsibility Matrix**



7/17/2006

	County	Building Committee	Staff & Constituents	Architect/Engineer	Construction Management
A/V = Approval/Veto Authority					
A = Assistance as required					
R = Prime Responsibility					
S = Supporting Role to Prime Responsibility					
I = Information Only					
* = Hourly Services					
Review Monthly Project Design Status Report	I	S	n/a	R	S
Review/Approve/Reject Monthly A/E Pay Requests	A/V	R	n/a	S	n/a
Review/Approve/Reject Monthly CM Pay Requests	A/V	R	n/a	n/a	S
Develop SD	I	S	n/a	R	S
CM SD Estimate	I	S	n/a	S	R
DD Design Submittals	I	S	n/a	R	S
CM DD Estimate	I	S	n/a	S	R
CD Design Submittals	I	S	n/a	R	S
CM CD Estimate	I	S	n/a	S	R
Develop Division 1 Documents	I	S	n/a	S	R
Provide Constructability Input to Design	I	I	n/a	S	R
Review Constructability Options	I	I	n/a	R	S
Provide Value Engineering Opportunities to Design	I	I	n/a	S	R
Review Value Engineering Opportunities to Design	I	I	n/a	R	S
Prepare Cost Estimates for SD/DD/CD	I	I	n/a	S	R
Review/ Approve Preliminary Design & Cost Estimate Submittals	A/V	I	n/a	S	R
Authorize Release of Construction Documents	R	S	n/a	A	S
Issue Construction Documents for Bidding:					
To Construction Manager	I	I	n/a	R	S
To Bidding Contractors	I	I	n/a	A	R
Building Permits	S	R	n/a	A	S
Prepare Submittal Schedule	I	I	n/a	A	R
Develop Construction Contracting Strategy	I	I	n/a	S	R
Develop Construction Contracts	I	I	n/a	A	R
Develop Project Procedures for:	I	I	n/a	S	R
Bid and Award; Submittal Reviews; Testing and Inspections; Schedule;					
Cost Reporting; Change Management; Quality Assurance; Safety;					
Document Control; Labor Relations					
Review w/Legal Counsel:					
Governmental Review Procedures	I	R	n/a	S*	S
Sales and Use Tax	I	R	n/a	A	S
Equal Opportunity Employment	I	R	n/a	A	S
Establish Design Approval Authorities	I	S	n/a	R	S
Identify Prevailing Wage Requirements	I	R	n/a	I	S
Format Bidding Notice & Advertisement Information	I	S	n/a	I	R
CONSTRUCTION PHASE					
Prepare Bid Package Elements:	I	I	n/a	A	R
Milestone Schedule; Instruction to Bidders; Special Conditions; Bid Form;					
Alternates; Unit Prices; Logistics and Site Use Plan; Contract and "Front Ends"					
Solicit Interest from Qualified Bidders	I	S	S	A	R
Place Advertisements for Bids	I	I	n/a	A	R
Solicit MBE/WBE Participation	I	I	n/a	A	R
Approve Bidding Information Between Owner/Bidders	I	S	n/a	A	R
Issue Bid Package	I	I	n/a	A	R
Receive & Summarize Questions/Input from Bidders	I	I	n/a	S	R
Provide Response to Technical Information Not in Documents	I	I	n/a	R	S
Provide Technical Information for Addendum to Documents (as req)	I	I	n/a	R	S
Issue Addendum To Bidders	I	I	n/a	S	R
Conduct Pre-Bid Conferences	I	I	n/a	S	R
Receive Bids	I	I	n/a	A	R
Evaluate Bids	I	I	n/a	S	R
Conduct Award Meeting	S	S	n/a	S	R
Recommend Awards	I	I	n/a	S	R
Approve Award Recommendations	A/V	I	n/a	S	S
Award Contracts	I	S	n/a	S	R
Issue Contracts for Signature	I	I	n/a	A	R
Review Signed Contract for Alterations	I	I	n/a	A	R

**Construction Management Project Approach
Project Responsibility Matrix**



7/17/2006

	County	Building Committee	Staff & Constituents	Architect/Engineer	Construction Management
AV = Approval/Veto Authority					
A = Assistance as required					
R = Prime Responsibility					
S = Supporting Role to Prime Responsibility					
I = Information Only					
* = Hourly Services					
Issue Preliminary Notice to Proceed (NTP)	I	I	n/a	A	R
Review Contract Submittals	I	I	n/a	A	R
Issue Full NTP	I	I	n/a	A	R
Maintain Owner's Project Files	I	I	n/a	S	R
Provide Daily Site Observation	I	I	n/a	A	R
Site Observation Report:					
Prepare Format	I	I	n/a	A	R
Prepare Reports	I	I	n/a	A	R
Review Reports	I	I	n/a	A	R
Receive and Process Request for Information Requests	I	I	n/a	S	R
Provide Technical Solution for RFI's	I	I	n/a	R*	S
Coordinate Document Interpretation	I	I	n/a	S	R
Coordinate Technical Design Problems/Omissions	I	I	n/a	R	S
Initial Shop Drawing/Submittal Review	I	I	n/a	S	R
Final Shop Drawing Review & Approval	I	I	n/a	R	S
Issue Design Change Directives	I	I	n/a	R*	S
Issue Non-Design Change Directives	I	I	n/a	A	R
Administer Change Request Program (CR)	I	I	n/a	S*	R
Analyze Priced RFP from Contractor	I	I	n/a	S*	R
Prepare Change Order Forms	I	I	n/a	A	R
Monitor Contractor's QA/QC Program	I	I	n/a	A	R
Monitor Contractor's Schedule Submittals	I	I	n/a	A	R
Review Regulatory Compliance (Building Permit Issues)	I	I	n/a	S	R
Monitor Contractor's Labor Relations Program	I	I	n/a	n/a	R
Monitor Contractor's Safety Program	I	I	n/a	n/a	R
Review/ Approve Contractor's Application for Payment:					
Review Schedule Update and Narrative	I	I	n/a	A	R
Review Lien Waivers and Affidavits	I	I	n/a	A	R
Review Direct Payments	I	I	n/a	A	R
Review Certified Payrolls	I	I	n/a	A	R
Review Submittal Logs	I	I	n/a	A	R
Prepare Monthly Report on Project:					
Status of Construction	I	I	I	A	R
Project Cost Status					
* Construction	I	I	n/a	S	R
* Professional Fees	I	I	n/a	R	S
* CM Fees	I	I	n/a	S	R
* FF & E	I	R	n/a	S	S
Progress Photos	I	I	n/a	A	R
Program Cost Status and Budget Reconciliation	I	I	n/a	A	R
Manage Pending Issue Claims Avoidance System	I	I	n/a	A	R
Issue Notice of Non-Conformance (NCN)	I	I	n/a	A	R
Manage Deficiency Reporting System (NCN)	I	I	n/a	A	R
Manage & Control Testing & Inspection Reports	I	I	n/a	A	R
Monitor Regular Schedule Updates	I	I	n/a	A	R
Contractors	I	I	n/a	I	R
Coordinate and Administer CM/A-E/Owner Meeting	I	I	n/a	S	R
Coordinate Utility Tie-Ins and Relocations	I	I	n/a	S	R
Review Contractor Daily Reports	I	I	n/a	I	R
Coordinate and Administer Technical Submittal Process	I	I	n/a	S	R
Prepare CM Substantial Completion Punch Lists	I	S	n/a	S	R
Certify Substantial Completion	I	S	n/a	R	S
Prepare Walk-Through and Final Punch List	I	I	n/a	S	R
Monitor Final Punch List Work	I	I	n/a	A	R
Certify for Final Completion	I	S	n/a	R	S
Review Final Completion Submittals:					
Record Drawings from Field	I	I	n/a	A	R
Reproducibles of Record Drawings	I	I	n/a	R*	S
Equipment Data and Maintenance Manuals	I	I	n/a	A	R

**Construction Management Project Approach
Project Responsibility Matrix**



A/V = Approval/Veto Authority					7/17/2006
A = Assistance as required					
R = Prime Responsibility					
S = Supporting Role to Prime Responsibility					
I = Information Only					
* = Hourly Services					
	County	Building Committee	Staff & Constituents	Architect/ Engineer	Construction Management
Consent of Surety	I	I	n/a	A	R
Final Lien Waivers and Releases	I	I	n/a	A	R
Guarantees, Warranties and Affidavits	I	I	n/a	A	R
Regional Superintendent Approval					
MOVE-IN/START-UP PHASE					
Procure Furniture, Fixture & Equipment Items (FF&E)	I	R	n/a	S	S
Schedule FF&E Deliveries	I	R	n/a	S	S
Prepare Move-In Schedule	I	S	n/a	S	R
Coordinate Testing and Systems Startup	I	S	n/a	S	R
Coordinate Move-In	I	R	n/a	A	S
Manage Master Key System	I	R	n/a	S*	S
Coordinate Contract Close-Out w/Contractor	I	S	n/a	A	R
Coordinate Contract Close-Out w/Design Professionals	I	R	n/a	A	S
Organize/Coordinate/Oversee Warranty Follow-Up	I	I	n/a	A	R
Organize Maintenance Manuals for Turnover to Owner	I	I	n/a	A	R
Coordinate Building Operator Training	I	I	n/a	A	R

AGREEMENT FOR ARCHITECTURAL SERVICES

This agreement is made and entered into this 17 day of October, 2006 by and between Boone County, Missouri, through the Boone County Commission, herein "owner", and Butler, Rosenbury & Partners, Incorporated, 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 the owner with architectural services as numerated in this agreement for purposes of the design and construction of project known generally as the Boone County Courthouse Expansion Project, herein "project". The scope of the project shall be generally defined as follows based upon the 13th Judicial Court Expansion Study previously prepared by the architect:
 - A two story addition of approximately 21,475 square feet to the courthouse annex, including expansion of the mechanical room south and west of the annex, and code compliance revisions to the annex structure. One level will accommodate a criminal court room, court marshal's offices, and jury assembly area; the second level will accommodate the offices of the Prosecuting Attorney.
 - Improvements to existing public restrooms on all four floors to comply with known requirements of the Americans with Disabilities Act accessibility guidelines.

- Major interior renovations to existing courthouse and annex described generally as follows:
 - Ground level: Juvenile Court Services (approximately 6,160 square feet) and expansion of public lobby (approximately 318 square feet) into the area currently occupied by Juvenile Court Services.
 - First Level: Adult Court Services (approximately 2,575 square feet).
 - Second Level: Circuit Clerk: Administration, Criminal and Accounting (approximately 6,400 square feet) and Attorneys/Interpreters work room (approximately 680 square feet).
 - Third Level: Lobby Renovation (approximately 1000 square feet).
- Minor Interior Renovations to the existing courthouse and annex:
 - Court Reporter/ Mental Health (approximately 1,990 square feet);
 - Circuit Clerk: Civil, Family, Probate and Accounting (approximately 4,890 square feet);
 - Court Marshall (approximately 120 square feet);
 - Judges Offices (approximately 5,967 square feet).

2. **Basic Services** – The 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 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.

2.1 All basic services described in articles 1 and 2 of AIA Document B 141-Cma, “Standard Form of Agreement between Owner and Architect, 1992 Construction Manager-Adviser Addition” which is hereby incorporated by reference, except as modified under the following terms and conditions:

2.1.1 Section 1.1.4 is deleted

2.1.2 Section 2.2.1 is deleted with the following substituted: The architect shall confirm the owners program, schedule and construction budget furnished by the owner after meetings with all potential end user officials and shall arrive at a mutual understanding of such requirements with the owners.

2.1.3 Delete Section 2.6.1

2.1.4 Delete section 2.6.4 and revise as follows:

The architect shall be a representative of and shall advise and consult with the owner during the construction phase until final payment to the contractor is due and shall have authority to act on behalf of the owner to the extent provided in this agreement unless otherwise modified by written instrument and executed by the parties to this agreement.

2.1.5 Delete Section 2.6.19

- 2.2 In preparing final contract documents based upon owner approved design development drawings and supporting documentation, the architect shall coordinate and verify that all various architectural engineering plans and specifications are compatible and consistent with each other and are updated upon completion of contract documents. If necessary, the architect shall prepare additive or deductive alternates in conjunction with the construction manager in order to promote cost containment within the owner's approved budget for construction. Architectural site visits shall be at minimum once per month to certify contractor payment requests and as necessary to render timely interpretation and decisions pertaining to the contract documents and changes thereto.
- 2.3 The architect shall not be required to provide alternate designs 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 revision in drawings, specifications or other documents which are inconsistent with approvals or instructions previously given by the owner and necessitated by changes in the owners program or project budget unless such revisions are compensated as 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 combined total of all acceptable bids received shall not exceed the approved construction budget as mutually agreed upon by the owner, the architect and the construction manager. In the event that all acceptable bids for one general bid for all construction or multiple bid packages exceed the total approved of construction budget, the owner shall have the option to choose from bid alternates which had been previously prepared by the architect as a part of the architect's basic services. These alternates shall not significantly change the size or scope of the project and shall not require extensive drawings or documentation beyond the drawings or documents already required by the project to be bid and constructed. Alternates shall be prepared by the architect as deemed as appropriate by the architect, the owner and the construction manager so the expense of the total project may be within the total construction budget as approved by the owner.

3. **Additional Services** – Services not normally and 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 services unless rendition of the service and expense thereof have been authorized by the owner in advance of performance of such service. Any additional service performed by the architect prior to such authorization by the owner shall be deemed a part of basic architectural services, whether numerated in this agreement or not, for which the architect shall be entitled to no additional compensation.

4. **Owner Responsibilities** – The Owner shall be responsible for the following:

4.1 The owner shall provide the architect with all information pertaining to 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. 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.

4.2 The owner shall designate one member of the Boone 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 a decision making powers and limitations contained within an order issued by the County Commission.

- 4.3 The owner shall be responsible for examining documents submitted by the architect and rendering decisions as necessary in a manner avoiding unreasonable delays in the progress of our architectural work or actual construction itself.
- 4.4 The owner shall be responsible for furnishing a legal description of the site if requested by the architect, a certified land survey of the site as specified by the architect, geotechnical services specified by the architect, structural, mechanical, chemical, or other laboratory tests, inspections or reports as may be specified by the architect as part of construction documents or during construction together with legal and accounting services and insurance as maybe 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 and preparing consultant proposal requests, consultant selection, coordination and administration of owner contracted consultant services for purposes of preparation of contract documents and endeavoring to insure compliance therewith.

- 5. Coordination with Construction Manager** – The owner intends to retain a construction manager for this project. The architect and the construction manager shall develop a task outline consistent with the requirements of this contract and which specifies the duties and responsibilities of the architect, construction manager and owner through the design phases and

construction phase of the project. The outline shall be fully agreed upon by the architect, construction manager, and owner and made a part of the contracts between the owner, architect, and construction manager. It is also agreed that the owner and architect shall at all times work in good faith with the construction manager to fulfill all duties and responsibilities according to the task outline in coordination with the construction manager.

6. **Compensation** – The architect shall be compensated for basic services under this agreement in an overall stipulated sum of \$517,831.90, payable in monthly installments based upon work performed, but in no event shall the owner be required to pay more than 15% of the stipulated sum amount prior to completion and owner approval of the schematic design phase; 20% prior to completion and owner approval of the design development phase; 35% prior to completion and owner approval of the construction document phase; 5% prior to completion and owner approval of the bidding phase; and 25% prior to final completion of the construction phase. Monthly payments shall be made in proportion to the progress of the work subject to the foregoing limitations and further subject to final payment to the architect for services rendered being contingent upon issuance of a certificate of final completion for the project. Payment shall be due and payable within 30 days after invoice and if unpaid thereafter shall bear interest at the statutory rate upon demand, provided however, that the owner shall not be liable for payment of interest for payments

overdue as a result of billing errors on the part of the architect or for disputed amounts which are resolved in favor of the owner.

7. **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 the expenses being incurred. In no event shall reimbursable expenses for the entire project exceed the sum of \$10,000. All authorized reimbursable expenses shall be paid within 30 days of receipt by the owner of itemized invoices for such reimbursable expenses. The architect and any subconsultants 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 amount specified in the schedule for reimbursement set forth in Exhibit 1 attached hereto.
8. **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 the 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 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 representation of any County Commissioner or other government official or person in deviation to the terms and conditions of this agreement or as authorization to 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 duly appointed Boone County Commissioner or other official 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 the authority which has been previously authorized by recorded majority vote of the Boone County Commission and it shall be the duty of the architect to verify 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 or amendment to it.

9. **Termination or Suspension** - This agreement maybe terminated by the owner for any reason upon at least 15 days written notice of termination to the architect. Upon termination, the architect shall immediately discontinue all services and deliver to the owner a final invoice for all services rendered through the termination date. Upon payment of this invoice, the architect shall deliver any and all drawings, plans,

specifications or other documents prepared as instruments of service under this agreement, whether complete or in progress. If the 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 in the offices of the architect prior to payment. If the project is suspended by the owner for a period of not more than 30 consecutive days through no fault of the architect and the architect services have not been terminated, the architect shall be entitled to claim compensation from the owner for any reasonable expenses incurred which can be documented 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 no less than 7 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.

10. **Architectural Work Product** – The owner acknowledges that the architect’s completed contract documents as instruments of professional service. Nevertheless, completed contract documents prepared under this agreement shall become the property of the owner whether the project for which they have prepared is executed or not. The architect shall deliver to the owner updated contract documents upon final completion of the project or as they exist at the date of termination, as applicable, in paper and electronic form as prepared by the architect. 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.

11. 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 additional insured. The architect shall carry and maintain professional liability insurance during the term of this agreement and for 3 calendar years after project substantial completion, (or beneficial occupancy of the final phase) in an amount of at least \$1,000,000 and shall provide the owner with certificates and/or copies of policies upon request. Failure of the architect to obtain or maintain such insurance or provide proper proof thereof shall not diminish, waive or otherwise reduce architect's obligations to provide and maintain such insurance coverage as specified above.

12. Miscellaneous Provisions – The following miscellaneous provisions shall be applicable:

12.1 This agreement shall be governed by the laws of the State of Missouri and it is agreed that this agreement is made in Boone County, Missouri, and that Boone County, Missouri is proper venue for any action brought pertaining to this agreement.

12.2 This agreement constitutes the entire agreement between the owner and architect and supercedes any prior negotiations,

representations or agreements, whether written or oral, and this agreement may only be amended by written instrument signed by both the owner and architect. This agreement is not intended and shall not be construed to benefit or confer legal rights upon the construction manager or any person or firm not signatory to this agreement.

- 12.3 This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors, assigns and legal representatives, and neither party shall assign or otherwise subcontract or delegate their obligations under this agreement except as maybe authorized herein or is authorized by the owner in writing prior to such assignment, subcontract or delegation.
- 12.4 It is understood and agreed that the architect may not retain any consultant or subcontractor, or delegate performance of any of its duties under this agreement without first obtaining written authorization of the owner. In addition, the owner shall be authorized to direct the architect to remove any consultant or subcontractor from the project when there is reasonable grounds of believe such consultant or subcontractor is insolvent or whose work or performance is deficient due to professional errors or omissions, unreasonable delays in performance, or other such causes which result in the owner incurring unforeseen or

unnecessary additional construction cost or other additional expenses.

- 12.5 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 shall make available for inspection and review by the owner's auditor subject to applicable proprietary rights or other privilege or confidentiality authorized or required by law.
- 12.6 Any unresolved dispute or disagreement between the owner and architect shall be first submitted to non-binding mediation through the University of Missouri School of Law Center For Dispute Resolution as a condition precedent to the initiation of any civil action in a court of law.
- 12.7 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 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 project.

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

Butler, Rosenbury & Partners, Incorporated

By Tom Rosenbury

Boone County, Missouri
Keith Schuman

By: Presiding Commissioner

Attested:

Wendy S Norenske

County Clerk

Approved as to form

[Signature]
County Counselor

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 KT 10/13/2006
Auditor Date

4061-71211 \$517,831.90 A/E Fees

4061-71212 10,000.00 A/E Reimb

EXHIBIT 1

2006 SCHEDULE OF HOURLY RATES

CEO/President	\$180.00
Principal Architect or Engineer	\$150.00
Architect III	\$125.00
Architect II	\$95.00
Architect I	\$85.00
Intern Architect III	\$70.00
Intern Architect II	\$60.00
Intern Architect I	\$55.00
Engineer VI	\$115.00
Engineer V	\$100.00
Engineer IV	\$85.00
Engineer III	\$75.00
Engineer II	\$65.00
Engineer I	\$60.00
Studio Leader for Landscape Studio	\$100.00
Landscape Architect III	\$90.00
Landscape Architect II	\$80.00
Landscape Architect I	\$65.00
Intern Landscape Architect	\$50.00
Studio Leader for Interior Studio	\$100.00
Interior Designer V	\$90.00
Interior Designer IV	\$80.00
Interior Designer III	\$70.00
Interior Designer II	\$60.00
Interior Designer I	\$50.00
CAD Drafter IV	\$60.00
CAD Drafter III	\$50.00
CAD Drafter II	\$45.00
CAD Drafter I	\$40.00
Senior Administrative	\$90.00
Administrative III	\$55.00
Administrative II	\$50.00
Administrative I	\$35.00

2006 SCHEDULE OF REIMBURSABLE EXPENSES

REPRODUCTIONS

Blueline or Blackline Prints:	
18" x 24"	\$0.75 Each
24" x 36"	\$1.00 Each
30" x 42"	\$1.25 Each
Sepia Prints	1.0xDirect Cost
Mylar Prints	1.0xDirect Cost
Photocopies (8.5" x 11" or 8.5" x 14")	\$0.10 Each

CORRESPONDENCE

Long Distance Telephone	1.0xDirect Cost
Overnight Mail	1.0xDirect Cost
Courier	1.0xDirect Cost
Postage	1.0xDirect Cost
Long Distance Outgoing Facsimile	1.0xDirect Cost

TRAVEL

Out of Town Automobile Mileage	\$0.445 per Mile
Air Travel	1.0xDirect Cost
Out of Town Lodging & Meals	1.0xDirect Cost

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This agreement is made and entered into this 17th day of October, 2006, by and between Boone County, Missouri, through the Boone County Commission, herein "owner," and S. M. Wilson & Company, herein "construction manager."

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 construction manager agrees to provide the owner with construction management services as numerated in this agreement for purposes of the design and construction of project known generally as the Boone County Courthouse Expansion Project, herein "project". The scope of the project shall be generally defined as follows based upon the 13th Judicial Court Expansion Study previously prepared by the architect, Butler, Rosenbury and Partners:
 - A two story addition of approximately 21,475 square feet to the courthouse annex, including expansion of the mechanical room south and west of the annex, and code compliance revisions to the annex structure. One level will accommodate a criminal court room, court marshal's offices, and jury assembly area; the second level will accommodate the offices of the Prosecuting Attorney.
 - Improvements to existing public restrooms on all four floors to comply with known requirements of the Americans with Disabilities Act accessibility guidelines.

- Major interior renovations to existing courthouse and annex described generally as follows:
 - Ground level: Juvenile Court Services (approximately 6,160 square feet) and expansion of public lobby (approximately 318 square feet) into the area currently occupied by Juvenile Court Services.
 - First Level: Adult Court Services (approximately 2,575 square feet).
 - Second Level: Circuit Clerk: Administration, Criminal and Accounting (approximately 6,400 square feet) and Attorneys/Interpreters work room (approximately 680 square feet).
 - Third Level: Lobby Renovation (approximately 1000 square feet).
- Minor Interior Renovations to the existing courthouse and annex:
 - Court Reporter/ Mental Health (approximately 1,990 square feet);
 - Circuit Clerk: Civil, Family, Probate and Accounting (approximately 4,890 square feet);
 - Court Marshall (approximately 120 square feet);
 - Judges Offices (approximately 5,967 square feet).

2. **Basic Services** – The construction manager shall provide preconstruction and construction management services described in articles 1 and 2 of AIA Document B 801-Cma, “Standard Form of Agreement between Owner and Construction Manager” where the construction manager is not the constructor, 1992, which is

hereby incorporated by reference, except as modified under the following terms and conditions:

- 2.1 Section 1.1.2 is revised to refer to the agreement between Boone County and Butler, Rosenbury and Partners.
 - 2.2 Delete Section 1.1.4 and substitute the following: “If basic services have not been completed within eighteen months of the start of construction through not fault of the construction manager, extension of construction manager services beyond that time shall be compensated as additional services provided the construction manager complies with the provisions of section 3 dealing with additional services and obtains owner approval for extended general conditions expenses provided for in section 7 of this agreement necessary for the construction manager to deliver approved additional services.”
 - 2.3 Revise Section 2.3.2 by adding at the end of the sentence, “or such other contract documents as may be used that are mutually agreed upon by the owner and construction manager.”
3. **Additional Services** – Services not normally and customarily provided to the owner as described in section 1 of this agreement and subparts thereof shall be considered additional services entitling the construction manager to additional compensation provided the construction manager submits a written proposal for such additional services to the owner for the owner’s written approval in advance of the rendition of such additional services. Such proposal shall include a detailed description of the additional services to be provided, the justification for such

services, a proposed fee for such additional services or a method for calculating fees which may include the hourly rates and expenses for services to be charged . No compensation shall be paid for any service rendered by the construction manager considered an additional service unless rendition of the service and expense thereof have been authorized by the owner in advance of performance of such service. Any additional service performed by the construction manager prior to such authorization by the owner shall be deemed a part of basic services provided under this agreement, whether numerated in this agreement or not, for which the construction manager shall be entitled to no additional compensation.

4. **Owner Responsibilities** – The Owner shall be responsible for the following:

4.1 The owner shall provide the construction manager with all information pertaining to owner's requirements for the project including full program information, objectives, schedule, design constraints and criteria for user agencies as well as special equipment systems and requirements for building use flexibility and expansion. 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.

4.2 The owner shall designate one member of the Boone 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 a decision making powers and limitations contained within an order issued by the County Commission.

4.3 The owner shall be responsible for examining documents submitted by the construction manager and rendering decisions as necessary in a manner avoiding unreasonable delays in the progress of preconstruction work or actual construction itself.

4.4 The owner shall be responsible for furnishing a legal description of the site if requested by the construction manager, a certified land survey of the site as specified by the construction manager or architect, geotechnical services specified by the construction manager or architect, structural, mechanical, chemical, or other laboratory tests, inspections or reports as may be specified by the construction manager or architect as part of preconstruction services or during construction together with legal and accounting services and insurance as maybe necessary for the project. It is understood and agreed that both the construction manager and the architect shall be responsible for specifying services necessary for the project and assisting the owner and preparing consultant proposal requests, consultant selection, coordination and administration of owner contracted consultant services for purposes of assuring the project is completed as designed, within the owner approved budget and in accordance with the project completion schedule.

5. **Coordination with Architect**– The owner has retained an architect for this project. The construction manager shall meet with the architect and develop a task outline consistent with the requirements of this contract which specifies the duties and responsibilities of the architect, the construction manager and the owner

through the design phase and construction phase of the project. The outline shall be fully agreed upon by the architect, construction manager, and owner and made a part of the contracts between the owner, architect, and construction manager. It is also agreed that the owner and construction manager shall at all times work in good faith with the architect to fulfill all duties and responsibilities according to the task outline in coordination with the architect.

6. **Compensation** – The construction manager shall be compensated for basic services under this agreement as follows: (a) for preconstruction phase services an overall lump sum of \$18,000.00, payable in equal installments of \$6,000.00 at the conclusion of the schematic design phase, design development phase and construction documents phase, and (b) for construction phase services an overall lump sum of \$292,569.00, payable in monthly installments based upon the number of months scheduled for construction by the construction manager, architect and owner. Payment of compensation shall be subject to invoice by the construction manager to the owner; payment shall be due and payable within 30 days after invoice and if unpaid thereafter shall bear interest at the statutory rate upon demand, provided however, that the owner shall not be liable for payment of interest for payments overdue as a result of billing errors on the part of the construction manager or for disputed amounts which are resolved in favor of the owner.
7. **General Conditions Expenses** - General conditions expenses are defined as and are intended to include only the reasonable expenses incurred by the construction manager of maintaining on-site office facilities, personnel, and common on-site

construction support services during the construction phase of the project which are necessary for the construction manager to deliver day-to-day management and supervision of construction that ordinarily are provided by a general contractor under general contract for construction with the owner to construct the project.

The owner shall pay or reimburse the construction manager, as applicable, for the direct and actual on-site general conditions expenses incurred by the construction manager associated with the construction phase of the project based upon only those items and personnel listed on the attached matrix, Exhibit SMW-2, not to exceed \$24,512.00 per month, unless changes to the items, personnel or amounts of general conditions costs are approved by the owner in writing. All authorized general conditions expenses shall be paid within 30 days of receipt by the owner of itemized invoices for such expenses. The construction manager shall retain receipts and/or other customary and appropriate documentation for all general conditions expenses, copies of which shall be submitted with each billing at the written request of the Boone County Auditor. The owner reserves the right to decline payment on undocumented general conditions expenses, and to establish reasonable conditions and limits on expenses as deemed appropriate by the owner and the construction manager.

8. **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 the 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 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 construction manager shall not be entitled to rely upon verbal or written representation of any County Commissioner or other government official or person in deviation to the terms and conditions of this agreement or as authorization to 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 duly appointed Boone County Commissioner or other official 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 the authority which has been previously authorized by recorded majority vote of the Boone County Commission and it shall be the duty of the construction manager to verify 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 or amendment to it.

9. **Termination or Suspension** - This agreement maybe terminated by the owner for any reason upon at least 15 days written notice of termination to the construction manager. Upon termination, the construction manager shall immediately discontinue all services and deliver to the owner a final invoice for all services rendered through the termination date. Upon payment of this invoice, the construction manager shall deliver any and all documents of any kind or character prepared as instruments of service under this agreement, whether complete or in progress. If the 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 at on-site offices or in the offices of the construction manager, as applicable, prior to payment. If the project is suspended by the owner for a period of not more than 30 consecutive days through no fault of the construction manager and the construction manager services have not been terminated, the construction manager shall be entitled to claim compensation from the owner for any reasonable expenses incurred which can be documented 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 no less than 7 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.

10. **Architectural Work Product** – The construction manager’s rights with respect to the use and reproduction architectural work product in connection with the project shall be subject to and no greater than the rights of the owner to own, use, or reuse such work product under its contract with the architect, and the construction manager’s use of such architectural work product shall be limited to the owner authorized uses of such work product reasonably related to this project only and without any right or privilege to reuse any and all such work product for any purpose unrelated to this project. The construction manager agrees to indemnify and hold the owner harmless from any damages, losses, costs or expenses incurred by the owner as a result of any use or reuse of architectural

work product for any purpose unrelated to this project without the prior written consent of the owner and architect.

11. **Insurance** - The owner shall carry builder's risk or all risk insurance at its own expense during the construction phase of this agreement. The construction manager shall be listed on the policy as additional insured. The construction manager shall carry and maintain liability insurance during the term of this agreement and for 3 calendar years after project substantial completion, (or beneficial occupancy of the final phase) in the amounts and with the coverage listed on the attached certificate of insurance issued by Anderson Hall March and Company dated 9/7/06. Failure of the construction manager to maintain such insurance or provide proper proof thereof upon owner request shall not diminish, waive or otherwise reduce construction manager's obligations to provide and maintain such insurance coverage as specified above.

12. **Miscellaneous Provisions** – The following miscellaneous provisions shall be applicable:

12.1 This agreement shall be governed by the laws of the State of Missouri and it is agreed that this agreement is made in Boone County, Missouri, and that Boone County, Missouri is proper venue for any action brought pertaining to this agreement.

12.2 This agreement constitutes the entire agreement between the owner and construction manager and supersedes any prior negotiations, representations or agreements, whether written or oral, and this agreement may only be

amended by written instrument signed by both the owner and construction manager.

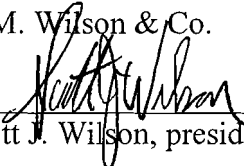
- 12.3 This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors, assigns and legal representatives, and neither party shall assign or otherwise subcontract or delegate their obligations under this agreement except as maybe authorized herein or is authorized by the owner in writing prior to such assignment, subcontract or delegation. This agreement is not intended and shall not be construed to benefit or confer legal rights upon the architect or any person or firm not signatory to this agreement.
- 12.4 It is understood and agreed that the construction manager may not retain any consultant or subcontractor, or delegate performance of any of its duties under this agreement without first obtaining written authorization of the owner. In addition, the owner shall be authorized to direct the construction manager to remove any consultant or contractor or subcontractor from the project when there is reasonable grounds of believe such consultant or contractor or subcontractor is insolvent or whose work or performance is deficient due to substantial or repeated errors or omissions, unreasonable delays in performance, or other such causes which result in the owner incurring unforeseen or unnecessary additional construction cost or other additional expenses.
- 12.5 The construction manager 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 shall make all such records available for inspection and review by the owner's auditor subject to applicable proprietary rights or other privilege or confidentiality authorized or required by law.

12.6 Any unresolved dispute or disagreement between the owner and construction manager shall be first submitted to mediation through the University of Missouri School of Law Center For Dispute Resolution as a condition precedent to the initiation of any civil action in a court of law.

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

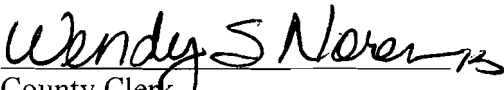
S. M. Wilson & Co.

By 
Scott J. Wilson, president

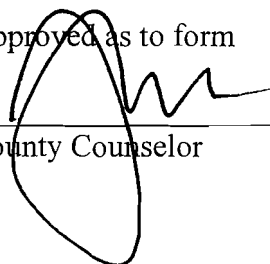
Boone County, Missouri


By: Presiding Commissioner

Attested:


County Clerk

Approved as to form


County Counselor

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.

June Pritchard by KT 10/13/2006
Auditor Date

4061-71221 # 18,000.00 CM Fees
4061-71221 292,569.00 CM Fees
4061-71222 24,512.00/mo CM Gen Cond.



General Conditions

OWNER: Boone County Courthouse
 PROJECT: Additions and Renovations
 ARCHITECT-ENGINEER: 0
 LOCATION: Columbia, Missouri

DATE OF BID: 30-Jun-06
 PROJECT DURATION: 1 (Months)
 ADDTL INFORMATION: 0

The construction manager reserves the right to make adjustments in the line items below and will endeavor to maintain within the General Conditions total referenced.

Code	Description	Quantity	Unit	Unit Equip	Unit Matd.	Unit Labor	Subc	Equip	Matd.	Labor	Total
010500	Personnel										
010510	Project Manager		HRS			48					
010520	Project Superintendent	173	HRS			62				10,726	10,726
010530	Assistant Superintendent	0	HRS			51				0	0
010540	Project Field Engineer	173	HRS			30				5,190	5,190
010550	Project Secretary	0	HRS			19				0	0
010560	Casual Labor	0	HRS			29				0	0
010570	Safety Engineer	9	HRS		20	51			173	441	614
010580	Principle in Charge		HRS			95					
010590	Corporate Executives		HRS			70					
010600	Accounting		HRS			27					
010610	Estimating		HRS			55					
010611	Field Operations Mgr	6	HRS		20	70			121	424	545
010612	Storm Water Manager		HRS		20	48					
011000	Personnel Expenses										
011010	Employee Subsistence	2	mos		1250				2,500		2,500
011020	Field Travel										
011030	Office Travel	1	mos		55				55		55
011040	Supt. Pick-Up Truck	1	mos	500	450			500	450		950
011050	Proj Mgr Car Rental/Mileage	8.6	trips		25				215		215
011500	Field Layout and Eng.										
011510	Lines and Levels			Bid Package							
011520	Partitions Layout			Bid Package							
011530	Site Surveying			Bid Package							
011540	Layout Piles or Piers			Bid Package							
012000	Testing-Quality Control										
012010	Design Consultants			By Owner							
012020	Soils Testing			By Owner							
012030	Concrete Testing			By Owner							
012040	Steel Testing			By Owner							
012050	Asphalt Testing			By Owner							
012500	Temporary Utilities										
012510	Temp Water Service			By Owner							
012520	Temp Wiring Office Trailer			Bid Package							
012530	Temp Wiring Building			Bid Package							
012540	Temp Heat Building			Bid Package							
012550	Temp Lighting			Bid Package							
012560	Power Consumption			By Owner							
012570	Temp Power Service			Bid Package							
012580	Filter Replacement			Bid Package							
013000	Temporary Facilities										
013010	Field Office Trailer	1	mos	650	40	482	25	650	40	482	1,197
013020	Office Trailer Furniture	1	mos		100				100		100
013030	Inspectors Office Trailer										
013040	Craft Change Trailer										
013050	Security Boxes	1	mos	300				300			300
013060	Job Telephone	1	mos	350	225			350	225		575
013070	Inspectors Telephone										

OWNER: <u>Boone County Courthouse</u>	DATE OF BID: <u>30-Jun-06</u>
PROJECT: <u>Additions and Renovations</u>	PROJECT DURATION: <u>1 (Months)</u>
ARCHITECT-ENGINEER: <u>0</u>	ADDTL INFORMATION: <u>0</u>
LOCATION: <u>Columbia, Missouri</u>	

The construction manager reserves the right to make adjustments in the line items below and will endeavor to maintain within the General Conditions total referenced.

Code	Description	Quantity	Unit	Unit Equip	Unit Matl.	Unit Labor	Subc	Equip	Matl.	Labor	Total
013080	Fax Machine		mos								-
013090	Copy Machine	1	mos	300	25			300	25		325
013100	Computer Equipment	1	mos	125	30			125	30		155
013101	Web Cam										-
013102	Project Web Site										-
013110	Two-Way Radios/ Cell Phones	1	mos	175				175			175
013120	Postage & Stationary	1	mos		50				50		50
013500	Security										-
013510	Temporary Fencing			Bid Package							-
013520	Temporary Stairs			Bid Package							-
013530	Temporary Guard Rails			Bid Package							-
013540	Temporary Closures			Bid Package							-
013550	Opening Protection			Bid Package							-
013560	Barricades			Bid Package							-
013570	Traffic Control			Bid Package							-
013580	Covered Walkways			Bid Package							-
013590	Security Guard			Bid Package							-
014000	Access Rds & Prkg										-
014010	Temporary Roads			Bid Package							-
014020	Dust Control			Bid Package							-
014500	Scheduling Services										-
014510	Preparing CPM Schedules										-
014520	Updating CPM Schedules										-
015000	Project Signs & Photos										-
015010	Job Signs			Bid Package							-
015020	Progress Photos	1	mos		30				30		30
015500	Contract Close-Out										-
015510	Punch List Items		mh								-
015520	Guarantee Work										-
015530	O & M Manuals		ea								-
015540	As-Builts		ea								-
016000	Job Clean-Up										-
016010	Periodic Clean-Up			Bid Package							-
016020	Waste Chutes			Bid Package							-
016030	Waste Disposal			Bid Package							-
016040	Final Cleaning			Bid Package							-
016050	Window Washing			Bid Package							-
016060	Street Cleaning			Bid Package							-
016070	Snow Removal										-
016500	Expendables Sub-Total	1	ls		200				200		200
017000	Sm Tools & Equip S.T.	1	ls		250				250		250
017500	Minor Equip -Sub-Total	1	ls	150				150			150

OWNER: Boone County Courthouse
 PROJECT: Additions and Renovations
 ARCHITECT-ENGINEER: 0
 LOCATION: Columbia, Missouri

DATE OF BID: 30-Jun-06
 PROJECT DURATION: 1 (Months)
 ADDTL INFORMATION: 0

The construction manager reserves the right to make adjustments in the line items below and will endeavor to maintain within the General Conditions total referenced.

Code	Description	Quantity	Unit	Unit Equip	Unit Matl.	Unit Labor	Subc	Equip	Matl.	Labor	Total	
018000	Major Equipment											
018010	Owned Equipment		mos					-	-	-	-	
018020	Rental Equipment							-	-	-	-	
018030	Equipment Hauling		HRS					-	-	-	-	
018040	Equip Maint & Repair		ls					-	-	-	-	
018050	Equipment Repair							-	-	-	-	
018500	Safety											
018510	Hard Hats	1.5	each		15			-	23	-	23	
018520	Safety Glasses	1	each		8			-	8	-	8	
018530	Fire Extinguishers	0.5	each		40			-	20	-	20	
018540	First Aid Supplies	0.5	mos		5			-	3	-	3	
018550	Misc Safety Supplies	0.5	mos		5			-	3	-	3	
018560	Drug Testing	0.5	mos		100			-	50	-	50	
018570	Fall Protection Equipment	1	each		80			-	80	-	80	
018580	Safety Training	0.5	mos		50			-	25	-	25	
019000	Material Handling											
019010	Persl Hoist Erect & Dismantle							-	-	-	-	
019020	Pers Hoist Operation & Maint.							-	-	-	-	
019030	Mtl Hoist Erect & Dismantle							-	-	-	-	
019040	Mtl Hoist Operation & Maint.							-	-	-	-	
019050	Elevator Operator							-	-	-	-	
019060	Miscellaneous Hauling							-	-	-	-	
019070	Whouse Load & Unload							-	-	-	-	
019500	Miscellaneous											
019510	Drawing Reproduction		ls					-	-	-	-	
019520	Drinking Water		HRS					-	-	-	-	
019540	Job Toilets		mos					-	-	-	-	
019560	Pumping & Dewatering							-	-	-	-	
019570	Legal Costs	1	ls					-	-	-	-	
	Sub-Total General Conditions							25	2,550	4,675	17,263	24,512
999992	Fringes											
999995	Insurance & Taxes											
	TOTAL GENERAL CONDITIONS:							25	2,550	4,675	17,263	24,512