

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

**Greene County Commission
Commission Briefing Minutes**

Thursday, April 14, 2022
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN

<input checked="" type="checkbox"/>	PC
<input checked="" type="checkbox"/>	CC1
<input checked="" type="checkbox"/>	CC2

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.zoom.us/j/92000000000>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "*" key and be prompted for an access code: 675-853-269

PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

WARNING Under Missouri law, any individual entering the premises or engaging the services of Greene County waives all civil liability against the individual or Greene County for any damages based on inherent risks associated with an exposure or potential exposure to COVID-19, except for recklessness or willful misconduct.

Attendees: Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Aubrey Lee, Robert Jehle, Jenny Hayward, Kevin Barnes and Rance Burger.

Teleconference Attendees: Allen Icet, Devra Leach, Mike Cagle, Royce Denny, Tina Phillips, Jeff Scott, Bill Prince, Jeff Bassham, Royce Denny, Sara Fields, Rob Rigdon, Andrea Stewart, Cheryl Dawson-Spaulding, Cindy Stein, Mailyn Jeffries and Amanda Corcoran.

Informational Items

Resource Management- Kevin Barnes

- Jail Project Update
- Building Inspection Update

Sheriff- Royce Denny

- Jail Construction Follow-up

Juvenile- Bill Prince

- Detention Update

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Flexible Spending Account, New Carrier Recommendation – Connell Insurance & Human Resources

Commissioner Russell moved to approve the New Carrier recommendation request. Commissioner MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802
Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802

www.greenecountymo.gov

EX 1) Discussion and Possible Vote: Fire Suppression Project Appointment Letter for N-FORM Architecture, Resource Management

Commissioner MacLachlan moved to approve the Fire Suppression Project appointment letter for N-FORM Architecture. Commissioner Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

EX 2) Discussion and Possible Vote: Paragon Architecture Contract for Masonry Restoration Design Services at the Greene County Family Justice Center, Resource Management

Commissioner MacLachlan moved to approve the Paragon Architecture contract for Masonry Restoration Design Services at the Greene County Family Justice Center. Commissioner Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Other:

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



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Greene County Commission Commission Briefing Agenda

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Informational Items
Resource Management
Sheriff
Juvenile

Items for Consideration and Action by the Commission

~~Discussion and Possible Vote: Sole Source Purchase for Sheriff's Professional Standards Software, Purchasing~~

Discussion and Possible Vote: Flexible Spending Account, New Carrier Recommendation – Connell Insurance & Human Resources

Discussion and Possible Vote: Fire Suppression Project Appointment Letter for N-FORM Architecture, Resource Management

Discussion and Possible Vote: Paragon Architecture Contract for Masonry Restoration Design Services at the Greene County Family Justice Center, Resource Management

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Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802
www.greenecountymo.gov

Other:

~~One Year in Operation Burrell Center Update, Burrell~~

Revised on 4/12/2022 @ 1:30 PM



Greene County FSA Comparison

<u>FSA Options</u>
Implementation Fee
Renewal Fee
Online Platform Available
Funding Method
Fees/ plan amendments
Customer Service Availability
Non-Discrimination Testing
PEPM
Monthly Minimum
<u>Participation</u>
Monthly Cost
X 12 months
Expected First Year Cost

<u>Current TASC with Renewal rates</u>
\$292
yes
Custodian of Funds
\$249.15
\$1.60
63
\$349.95
\$4,199.40

<u>Ameriflex</u>	<u>Health Equity</u>
\$300	\$250
\$200	\$0
Yes	Yes
Prefund, daily or weekly ACH	4% prefund ACH weekly
*Mon-Fri 8:30am-8:00pm	*24/7 Call Center Support
Included via self service tool unlimited access	One standard testing per year included, additional is \$600 per test
\$4.00	\$3.85
\$75.00	no minimum
27	27
\$108.00	\$103.95
\$1,296.00	\$1,247.40
\$1,796.00	\$1,497.40

PrimePay also quoted, not competitive.

	Ameriflex	HealthEquity
General Customer Service	Calls returned in 59 minutes during business hours, emails returned in under 4 business hours. Greene County will have a team of client managers with 4-5 individuals. Participants have access to call, chat, and email M-F 8:30am-8:00pm EST.	24/7 Call center support, Service delivery manager will help with day to day plan support
Online Platform	Online platform can enroll, add dependents, order additional cards,	Online system/ app, enroll, file claim, order additional cards, send photo of receipt for claims.
Implementation Team	Dedicated implementation team that will onboard clients.	Implementation team will help with set up.
Claims Processing	daily processing, if EFT set up the reimbursement is released within 1-3 business days	In general claims are processed within 2 business days.
Plan Documents	plan docs are included at no cost	One set is included at no charge. Ongoing plan document and SPD service must be requested separately.
Invoicing Method	\$5.00 month for paper; electronic is free	electronic option only
Payment Method	\$25.00 month for checks; ACH is free	Check or ACH, no additional fee if paid by check
Debit Cards	cards are provided and there is no fee for replacement cards	cards are provided and there is no fee for replacement cards



OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2ND DISTRICT

April 14th, 2022

To Whom It May Concern:

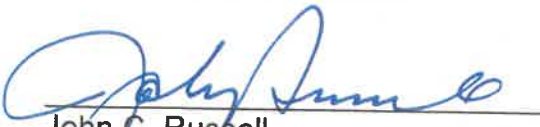
The members of the Greene County Commission hereby appoint N-FORM Architecture through their office located at 312 West Commercial Street, Springfield MO 65803 to provide professional services in the form of architectural/engineering services for the fire suppression system of the Archives Building at 1126 North Boonville Avenue.

This appointment comes after review and evaluation of RFQ #17-10593 for General Architectural Services of which N-FORM Architecture was one of multiple providers selected. N-FORM Architecture has been selected for this specific project upon the recommendation of Mr. Kevin Barnes, PE, Director, Greene County Resource Management Department.

GREENE COUNTY COMMISSION


Bob Dixon,
Presiding Commissioner


Rusty MacLachlan,
Commissioner 1st District


John C. Russell,
Commissioner 2nd District

Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the **6th** day of **April** in the year **2022**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Greene County
1443 N. Robberson Avenue
Springfield, MO. 65802
(417) 868-4112

and the Architect:
(Name, legal status, address and other information)

Paragon Architecture, LLC.
637 W. College Street
Springfield, MO. 65806
(417) 885-0002
erwin@paragon-architecture.com
Professional Services Agreement: #17-0871

for the following Project:
(Name, location and detailed description)

Family Justice Masonry Restoration
Paragon Project: #22-697
1418 E. Pythian Street
Springfield, MO. 65802

Construction document bid package documenting plaster demo, repair and new finish; masonry cleaning, 50% tuckpointing, masonry repair/replacement, masonry water repellent, joint sealants, flashings, and brick lintel replacement.

Scope included permit submittal and bidding/plan review addendums.
Any bidding or construction administration beyond scope outlined above are at hourly fee.
Scope excludes re-roof details such as coping, roof to wall flashings and roof edge flashing.
Scope of Work excludes lead paint remediation documentation.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

See Exhibit B: Description of Services

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Init.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

The Architect shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subconsultant performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subconsultant or by anyone directly or indirectly employed by them. The insurance carried by Architect shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosive, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then Proof of Coverage of Insurance shall also be included.

.2 Automobile Liability

The Architect shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Architect's own automobiles, teams and trucks, hired automobiles, and both on and off the site of work.

.3 Workers' Compensation

The Architect shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all their employees employed at the site of work, and in case any work is sublet, the Architect shall require the subconsultant similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Architect. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Architect shall provide and shall cause such subconsultant to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

.4 Professional Liability (covering errors & omissions)

\$2,000,000.00 per occurrence
\$2,000,000.00 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and

Init.

information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 N/A

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner. and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services (NA)

(Paragraphs deleted)

§ 3.4.2 Evaluations of the Work (NA)

Init.

(Paragraphs deleted)

§ 3.4.3 Certificates for Payment to Contractor (NA)

(Paragraphs deleted)

§ 3.4.4 Submittals (NA)

(Paragraphs deleted)

§ 3.4.5 Changes in the Work (NA)

§ 3.4.6 Project Completion (NA)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Per Exhibit B: Description of Services, and Exhibit C: Hourly Bill Rates

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services **Zero (0)** visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

Init.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within **Eight (8)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, shall update as necessary throughout the duration of the Project until final completion.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

(Paragraph deleted)

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK (N/A)

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

Init.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in **Owner-Contractor Agreement**. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 In the event of mediation, the parties agree to a mutually agreed upon mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ Litigation in a court of competent jurisdiction in **Greene County, Missouri**

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration [Deleted]

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder [Deleted]

Init.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Missouri. Legal actions concerning any dispute, claim or matter arising out of, or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, Missouri, and Architect agrees to submit to the jurisdiction of such court. To the fullest extent permitted by applicable law, the parties hereto waive trial by jury in any action, proceeding or counterclaim brought by any party(ies) against any other party(ies) on any matter arising out of or in any way connected with this agreement or the relationship of the parties created hereunder.

Init.

(Paragraph deleted)

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$10,800.00 base fixed fee, with no anticipated reimbursables.

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Per Exhibit C: Hourly Bill Rates

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Exhibit C: Hourly Bill Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Zero** percent (**0.00**%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Zero	percent (0	%)
Construction Documents Phase	Eighty-five	percent (85	%)
Bidding & Permitting Phase	Fifteen	percent (15	%)
Construction Administration Phase	Zero	percent (0	%)
Total Basic Compensation	one hundred	percent (100	%)

(Paragraphs deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit C: Hourly Bill Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation **to/from project site** and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and

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.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent (0.00 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of **Zero dollars** (\$ 0.00 shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty (30)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

N/A %

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 The Architect will suspend Work on the Project if invoices become thirty (30) days past due (60 days from date of invoice). On invoices not paid in sixty-five (65) days, the Architect reserves the right to place a lien on the subject parcel. In the event that Paragon Architecture, LLC. engages legal counsel for the collection of any bills/invoices outstanding under this Agreement, the Owner/Client agrees to pay attorney's fees and costs incurred by the Architect in the collection of the accounts due it by Owner/Client. The Architect and their consultants shall not be responsible for any problems caused by time delays resulting from non-payment.

12.2 The Architect shall not release documents prepared by them or signed and sealed drawings on delinquent accounts.

12.3 In the event the Owner/Client, Contractor or Sub-Contractor, or anyone for whom the Client is legally liable makes, consents to, allows, authorizes or approves changes to any plans, drawings, reports, specifications or other documents prepared by the Architect, and these changes are not approved in writing by the Architect, the Client recognizes that such changes and the results thereof are not the responsibility of the Architect.

12.4 N/A, *for this project only.*

12.5 In the event of an error or omission, the Architect's liability shall be limited to the difference between the cost of adding the item at the time of the discovery of the omission, and the cost of the item had it been included in the Construction Documents. Architect shall not be held responsible for any expense that provides betterment, upgrade or enhancement of the Project.

12.6 In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent of the law, notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability in the aggregate, of Architect for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way

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related to the services under this Agreement from any cause or causes shall not exceed the fees paid by the Owner under this Agreement. Higher limits of liability may be negotiated for additional fee.

12.7 Stamp on Drawings: Architect shall not be liable for any plans or specifications produced under this agreement until such drawings are stamped as approved by all Authorities Having Jurisdiction.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Exhibits:

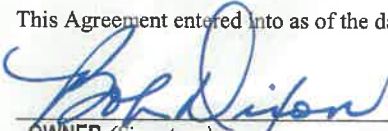
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

(Paragraphs deleted) Exhibit B: Description of Services

Exhibit C: Hourly Bill Rates

Exhibit E: Paragon Fee Proposal, dated March 25, 2022.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

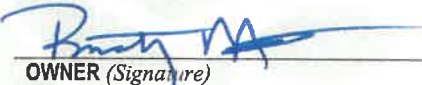
Bob Dixon, Presiding Commissioner
(Printed name and title)



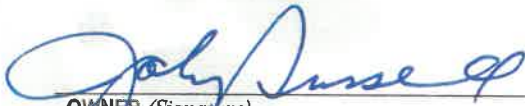
ARCHITECT (Signature)

Brad Erwin, President

(Printed name, title, and license number, if required)


OWNER (Signature)

Rusty MacLachlan, Commissioner District 1
(Printed name and title)


OWNER (Signature)

John C. Russell, Commissioner District 2
(Printed name and title)


OWNER (Signature)

Chris Coulter, Greene County Administrator
(Printed name and title)

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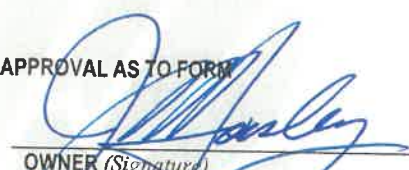


OWNER (Signature)

Laura Merriman, Purchasing Director

(Printed name and title)

APPROVAL AS TO FORM



OWNER (Signature)

John W. Housley, Greene County Counselor

(Printed name and title)

4-12-22

DATE

ATTEST BY:

OWNER (Signature)

Shane Schoeller, Greene County Clerk

(Printed name and title)

AUTHOR CERTIFICATION:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

OWNER (Signature)

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Cindy Stein, Greene County Auditor
(Printed name and title)

DATE

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(1261126983)



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EXHIBIT B – SCOPE and DESCRIPTION of SERVICES

Basic Services

The Scope of Basic Services proposed by the Architect for the successful completion of this Project shall include, and be limited to, the following work as outlined below:

Schematic Design (Planning and Evaluation) Phase Services

- Review and coordination of Owner-supplied data
- Preparation and review of project programming with Owner and facility user groups
- Cost Estimate (performed in February 2022)
- Existing Facility Survey
- Building code due diligence review and analysis
- Evaluation of project schedule
- Regular correspondence with Owner's representative (phone, e-mail, etc.) as required by the work
- Attend/Participate in Owner/Consultant coordination and review meetings or teleconferences

Design Development Phase Services

Construction Document Phase Services

- Building materials research and specification
- Preparation of construction contract bid documents, including architectural and engineering drawings and written technical specifications, which when combined with Owner provided items will be sufficient for bidding, permitting, Owner review and construction.

Architectural Documentation shall include a minimum of the following drawings:

- Title and project data sheets
- Floor plans
- Exterior elevations utilizing existing blueprints or photos.
- Details and schedules
- Written technical specifications as a separate Project Manual
- Regular correspondence with Owner's representative (phone, e-mail, etc.) as required by the work
- Attend/Participate in Owner/Consultant coordination and review meetings/teleconferences

Bidding/Permitting and Review Phase Services

- Distribution of bid documents to Owner
- Regular correspondence with Owner's representative (phone, e-mail, etc.) as required by the work
- Prepare bid addendums and plan review addendums as required to address bidding questions or plan review comments.
- Scope outline beyond above billed per hourly rate.

Construction Administration Phase Services

- None included – if required will be billed at hourly rate.

Optional Additional Services

Services that are not included in the Architect's Basic Scope of professional services as outlined in this Proposal, but which may be provided by the Architect as an optional Additional Service if requested by the Owner, include:

- Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method
- Revisions to the documents as a result of Owner's failure to render decisions in a timely manner
- Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations
- LEED evaluation, documentation, and certification
 - Fundamental commissioning



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- Other Environmental Assessment studies
- Life Cycle cost evaluations
- Building permit costs/fees
- Special inspections and related reports, as required by governing agencies, during construction
- Construction management procedures or evaluation of bidder's qualifications
- Providing consultation concerning repair/replacement of work damaged or installed incorrectly during construction
- Maintenance and operational programming and facility operations and performance meeting



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EXHIBIT C – HOURLY BILLING RATES

Administrative Assistant:	\$50 per hour
Accounting/Management Support:	\$75 per hour
BIM Technician:	\$85 per hour
Project Administrator:	\$95 per hour
Contract Administrator:	\$100 per hour
Project Coordinator:	\$110 per hour
Interior Designer:	\$120 per hour
Job Captain:	\$130 per hour
Project Manager:	\$150 per hour
Project Director:	\$165 per hour
Principal Architect:	\$165 per hour

Engineering

Administrative/Clerical	\$55-\$65 per hour
Draftsman/CAD Technician	\$85-\$95 per hour
Survey Technician	\$100-\$110 per hour
Project Engineer	\$100-\$115 per hour
Senior Project Engineer	\$125-\$130 per hour
Project Manager	\$125-\$160 per hour
Principal Engineer	\$125-\$195 per hour



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Exhibit E: Fee Proposal

March 25, 2022

Rob Rigdon, P.E.
Senior Architect, Design Services
Greene County Resource Management
Sr. Project Manager

Project: **Family Justice Center Masonry Restoration Bid Package**

Architect: Paragon Architecture (Paragon) Owner/Client: Greene County (Client)

Paragon Architecture, LLC. is pleased to provide this proposal for Family Justice Center Masonry Restoration bid package project at 1418 E Pythian St; Springfield, MO 65802.

Our Scope includes:

- One site visit for existing facility survey
- Construction Document Drawings:
 - Cover Page
 - Floor Plans illustrating areas plaster demo and repair and new finish.
 - Exterior elevations utilizing existing blueprints or photographs with scope of work notations.
 - Masonry Cleaning
 - Tuckpointing
 - Masonry Repair / Replacement
 - Water Repellant
 - Joint Sealants
 - Flashings
 - Brick Lintel replacement
 - Any necessary flashing details or lintel details.
- Product Specifications
- Division 1 Specifications
- Two Review meetings.
- Permit Submittal.
- Address bidding and plan review comments.

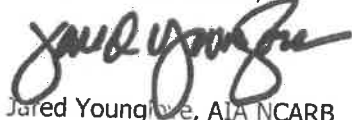
Our Scope does not include:

- Bidding and Construction Administration at Hourly Fee beyond fee listed here within.
- Re-Roof details such as copings, roof to wall flashings and roof edge flashings.
- Lead Paint Remediation documentation.

For this proposal Paragon proposes to provide the services and deliverables outlined above for a fixed fee of **\$10,800** (TEN THOUSAND EIGHT HUNDRED DOLLARS).

If you have any concerns, comments, or questions, please call me at 417-885-0002. Thanks again for this opportunity to assist you on this exciting project.

Respectfully Submitted,
PARAGON ARCHITECTURE, LLC


Jared Younglove, AIA NCARB