

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

December 16, 2019

7:00 p.m.

City Council Chambers
525 E. Spring Street
Boonville, Missouri

I. Call to Order – Pledge and Prayer (Whitney Venable)

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the December 2, 2019 Council Meetings

V. Consent Items

a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A) Second Reading of Bill No. 2019-034 Amending Code of General Ordinances with Adoption of January 2020 City of Boonville Personnel Manual

VIII. New Business

A) Consider Resolution R2019-07 Authorizing an Agreement with Septagon Construction Management Inc. and Porter, Berendzen & Associates P.C. for Kemper Campus Projects

IX. Reports of Standing Committees

A) Police Board – December 9, 2019 (Henry Hurt)

B) Planning and Zoning Commission – December 10, 2019 (Whitney Venable)

X. Reports of City Officials

City Administrator

Mayor

- Committee Appointment

City Clerk

XI. Miscellaneous

XII. Adjourn

NOTICE: The City of Boonville will comply with the Americans with Disabilities Act (ADA). Individuals who require an accommodation due to disability to attend this meeting should contact our office at 660-882-2332 or Relay Missouri, 1-800-735-2966 TTY at least 48 hours in advance.

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting Minutes
December 2, 2019

The Boonville City Council met in Regular Session on December 2, 2019 at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville Missouri. The following officers were present: Ned Beach, Mayor; Kate Fjell, City Administrator; Teresa Studley, City Clerk; and Randy Ayers, Sergeant at Arms. Doug Abele, Interim City Counselor, was absent.

NOTICE POSTED: Tuesday, November 26, 2019 at 3:05 p.m.

CALL TO ORDER – PLEDGE AND PRAYER

The meeting was called to order and Morris Carter led the prayer, after the pledge of allegiance.

ROLL CALL

The following Council Representatives were present: Morris Carter, Whitney Venable, Vanessa Dorman, Michael Stock, Steve Young, Susan Meadows, Brent Bozarth, and Henry Hurt.

HEARING OF CITIZENS' COMMENTS

- Brad Wooldridge – Update on Legal Costs for Year to Date

Mayor Beach stated that Mr. Wooldridge was not present at the meeting.

There were no citizens comments.

APPROVAL OF THE MINUTES OF THE NOVEMBER 18, 2019 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

The following Consent Items were presented for approval:

- a. Consider Pay Request No. 3 from Concrete Solutions, LLC in the amount of \$18,128.62 for Krohn Street Curb and Gutter Improvements Phase 3
- b. Consider Change Order No. 1 from Concrete Solutions, LLC in the amount of <\$10,866.21> CREDIT for Krohn Street Curb and Gutter Improvements Phase 3

Mr. Carter moved, and Mr. Bozarth seconded the motion to approve the Consent Item. Roll call was taken. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Bozarth, and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

PRESENTATION OF ACCOUNTS AND CLAIMS

Mayor Beach informed the Council that the appropriations were placed at the Councilmen's seats. Ms. Studley read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved, and Mr. Venable seconded the motion for approval. Roll call was taken. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Bozarth, and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2019-033 AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH STATE FAIR COMMUNITY COLLEGE

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved, and Mr. Stock seconded the motion to approve the agreement. Mr. Bozarth questioned if the Boonslick Regional Library moves into the Library Learning Center, then that part of the lease agreement will go away. Ms. Fjell confirmed that he was correct, that part would be removed from the agreement. Ms. Fjell explained that the State Fair Community College would need to make accommodations with the new owner of the Library Learning Center for the utilization of the Network Utility Closet Space on the ground floor, which is addressed in number three of the agreement. Roll call was taken. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Bozarth, and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

NEW BUSINESS

FIRST READING OF BILL NO. 2019-034 AMENDING CODE OF GENERAL ORDINANCES WITH ADOPTION OF JANUARY 2020 CITY OF BOONVILLE PERSONNEL MANUAL

Mayor Beach informed the Council that there was a memo from Ms. Fjell regarding the changes made in the Personnel Manual. Ms. Fjell informed the Council that the personnel manual was last updated in 2017. Ms. Fjell stated that the manual should be updated every two to three years to keep everything up to date. Ms. Fjell briefed the Council on the details of the memo, item by item, of the changes made in the personnel manual, which include unlawful harassment, overtime computation, drug and alcohol policy, smoke free workplace, social media use, disciplinary procedures, and the time off policy. Ms. Studley read, by title only, a copy of the bill.

CONSIDER RESOLUTION R2019-06 ACCEPTING AND APPROVING AN AGREEMENT WITH MECO ENGINEERING COMPANY INC FOR ENGINEERING SERVICES

Ms. Studley read the resolution in its entirety. Mr. Venable moved, and Ms. Meadows seconded the motion for approval. With no questions, roll call was taken. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Bozarth, and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

REPORTS OF STANDING COMMITTEES

HOUSING AUTHORITY – NOVEMBER 12, 2019

Mr. Carter reported that everything is moving forward and there was one member that has resigned from the board. That will be addressed later in this meeting.

PARKS AND RECREATION BOARD – NOVEMBER 19, 2019

Ms. Dorman reported the meeting was cancelled due to lack of quorum.

STREET, ALLEY, AND SANITATION BOARD – NOVEMBER 27, 2019

Mr. Stock reported the meeting was cancelled due to lack of agenda items.

BOARD OF PUBLIC WORKS – NOVEMBER 28, 2019

Ms. Meadows reported the meeting was cancelled due to the Thanksgiving Holiday.

CEMETERY BOARD – NOVEMBER 21, 2019

Mr. Hurt reported the meeting was held and it was decided that the grass cutting for the cemeteries will be put out for bid.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Ms. Fjell thanked the City staff for putting out the Christmas Decoration in the downtown area. There are still more decorations to come.

Ms. Fjell reminded the Council that this weekend, is the “Miracle on Main Street” event. It will include several activities in the downtown area.

Ms. Fjell informed the Council that Mr. M.L. Cauthon, Director of Public Works; Mr. Scott Vogler, President of MECO Engineering; and herself will be meeting with Lehman Brothers, contractors for the Wastewater Treatment Facility Improvement Flow Equalization Basin, to discuss liquidated damages. There is a potential, depending on the outcome of the

meeting, that they will come to a future council meeting to meet with the Council. Ms. Fjell stated that she will keep the Council informed.

MAYOR

Mayor Beach directed the Council to the committee appointments that were included in the council packet. Mayor Beach advised of the following appointments that need approved by council: Housing Authority – Betty St. John and Transportation Development District Committee – Larry Meine. Mr. Carter moved, and Mr. Stock seconded the motion to approve the appointments. Roll call was taken. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Bozarth, and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

Mayor Beach informed the Council that he will be discussing the Library Learning Center with Ms. Meadows, Mr. Bozarth, and Ms. Fjell after the Council meeting.

CITY CLERK

Ms. Studley reported that on Friday, November 22, 2019, the following City Employees volunteered an hour of their time to ring the bell to benefit our community through the Salvation Army. The 2019 bell ringers were Paula Renfrow, Cole Potter, Ned Beach, Kim Gerlach, Susan Meadows, Darrell Harris, Mark Strange, Mike Oswald, Guy Kaiser, Jesse Keeran, John Kaiser, Stuart Clark, Tina Glover, Chris Schubach, Kate Fjell, and Ms. Studley. Ms. Studley offered her thanks to everyone that participated.

Ms. Studley announced that the Candidate filing period for the April 7, 2020 Municipal Election will open on Tuesday, December 17, 2019 from 8:00 a.m. to the Closing Date of January 21, 2020 at 5:00 p.m. The offices to be filled for this upcoming election are for a 2-year term for each Council Representative for Wards 1 through 4 for those seated on her left. Interested parties will complete a declaration of candidacy, pay a \$25.00 filing fee with the City Clerk at City Hall located at 401 Main Street in Boonville and have their city taxes paid and all user fees current on the last day to file. A public notice of this filing period was published in the Boonville Daily News on November 29th.

MISCELLANEOUS

Mr. Carter commended the downtown merchants for their hard work of bringing people to the downtown area. The group of merchants have great communication with the City of Boonville, and they have several events that are planned in the future to bring more people to the downtown area. Mr. Carter stated that the merchants are in contact with each other and have a good line of communication. Mayor Beach commended Jason Bishop for working to get the merchants together to bring more people to the downtown area. Mr. Carter agreed and mentioned that Mr. Bishop is the heart of the organization. Mr. Carter feels that this will benefit the City of Boonville. Mr. Carter stated that the merchants meet on the first Monday of the month at 9:00 a.m. at the Visitor's Center.

Mr. Carter reminded everyone of the Christmas Parade on Saturday at 2pm.

ADJOURN

With no further discussion, Mr. Young moved, and Ms. Dorman seconded the motion to adjourn at 7:23 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Ned Beach, Mayor

ORDINANCE APPROPRIATING MONEY

Be it Ordained by the Council of the City of Boonville, as follows:

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on December 16, 2019 the sum of **\$416,279.53**

General Fund	\$267,612.58
Sanitation	\$16,365.54
CIP Tax	\$11,809.13
Water Works	\$31,095.47
Capital Projects	\$0.00
Waste Water	\$47,760.46
Tourism	\$13,391.42
Gaming	\$13,641.60
Parks/Water	\$14,603.33

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **\$416,279.53** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on December 16, 2019 read for the second time this 16th day of December, 2019 since a copy was made available prior to the meeting.

Approved December 16, 2019 _____
Mayor

Endorsed December 16, 2019: I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

Accountant

RESOLUTION NO. R2019-07

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING AND APPROVING AGREEMENTS BETWEEN SEPTAGON CONSTRUCTION MANAGEMENT, INC AND THE CITY OF BOONVILLE; AND BETWEEN PORTER, BERENDZEN & ASSOCIATES, P.C. AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO CONSTRUCTION MANAGEMENT AND DESIGN SERVICES FOR KEMPER CAMPUS PROJECTS; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the City of Boonville is embarking on Kemper Campus capital improvements, including Academic Hall, Library Learning Center and the demolition of D Barracks; and

WHEREAS, the Citizens of Boonville approved a temporary sales tax to support these projects on August 13, 2019; and

WHEREAS, this major project requires professional architectural and construction related services.

NOW THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri, as follows:

SECTION 1: That a certain Agreement between Septagon Construction Management, Inc. and the City of Boonville, Missouri relating to the Kemper Campus Capital Improvements, a copy of which is marked "Exhibit A" is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That a certain Agreement between Porter, Berendzen & Associates, P.C. and the City of Boonville, Missouri relating to the Kemper Campus Capital Improvements, a copy of which is marked "Exhibit B" is attached hereto and made a part hereof, is hereby approved.

SECTION 3: That the City Administrator and the City Clerk are hereby authorized to execute and attest said Agreement on behalf of the City of Boonville.

SECTION 4: This resolution shall take effect and be in full force from and after its passage and approval.

Passed this 16th day of December 2019, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Teresa Studley, City Clerk

CONSTRUCTION MANAGEMENT AGREEMENT

This CONSTRUCTION MANAGEMENT AGREEMENT ("Agreement") is made and entered into on this 17th day of September, 2019, between Septagon Construction Management, Inc., a Missouri Corporation, 113 East Third Street, Sedalia, Missouri 65301, hereinafter referred to as Construction Manager, and The City of Boonville, a municipal corporation, 401 Main Street, Boonville, Missouri 65233, hereinafter referred to as Owner, WITNESSETH:

WHEREAS, Owner holds legal title to a tract of land located in Boonville, Missouri, upon which it is undertaking the construction of the KEMPER Improvements (the "Project"); and

WHEREAS, Owner has previously retained the services of Porter Berendzen & Associates and other design firms, hereinafter referred to as "Architect", to design all improvements being hereinafter referred to as the "Project"; and

WHEREAS, Owner solicited Construction Management services for the Project and has selected Construction Manager to provide such construction management services; and

WHEREAS, the parties desire to enter into a construction management agreement defining their rights, duties and responsibilities relating to the Project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed between the parties as follows:

I.**CONSTRUCTION MANAGER'S RESPONSIBILITIES**

1. With program and design information provided by the Architect, the Construction Manager shall prepare a detailed Project cost estimate to include all phases and costs associated with the Project (the "Project Cost Estimate"). The Construction Manager shall continuously refine this Project Cost Estimate as additional design is completed, as specific pricing is received, and as changes to the Project are approved by the Owner. Project Cost Estimates prepared under this Agreement shall represent the Construction Manager's best judgment as a professional familiar with the construction industry. Accordingly, the Construction Manager cannot and does not warrant or represent that the Project Cost Estimate or evaluations prepared by Construction Manager will reflect actual Project Costs.

2. Construction Manager, based on the budget provided by the Owner, and with the Architects assistance, shall review all phases of the Project Cost Estimate with the total budget to determine if all Project objectives are being effectively met. Owner, Architect and Construction Manager will mutually decide if any significant design or Project changes are required. The Construction Manager shall not be responsible for any code compliance of the design.

As requested by Owner, the Construction Manager will develop and update cash flow reports and forecasts as needed for the Owner's financial planning. The Construction Manager will provide regular monitoring of the approved Project Cost Estimate, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs, advise the Owner of the variances, and provide recommendations for corrective action as required.

3. The Construction Manager shall periodically review designs provided by the Architect and shall provide to the Architect recommendations on relative feasibility of construction methods, availability of procurement, installation and construction, and factors related to cost, including but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies. Value engineering shall be provided throughout the Project by Construction Manager to further ensure the opportunity of Owner to complete the entire Project within the overall budget and any separate budgets established for individual phases of construction. Construction Manager shall review requests by Trade Contractors to make changes in the design or method of construction of the Project, and make recommendations to the Architect and Owner regarding the effects on

construction methods, costs and schedule. If the change is made by the Architect and approved by Owner, Construction Manager shall ensure that dissemination of the change is made to all affected Trade Contractors.

4. Construction Manager shall develop a Project schedule that sets out the time relationships and precedence relationships of the activities required to complete the total Project in a timely manner. Such Project schedule shall be submitted to the Architect and Owner for their review and comment. The Project schedule shall be revised by the Construction Manager to incorporate Architect's and Owner's comments.

5. Construction Manager shall monitor all activities on each phase of the Project and provide to the Owner and Architect a revised Project Schedule no less frequently than once monthly. Each update shall include the reason for activity time changes and the effect on final completion of the total Project. If major milestone dates or the ultimate completion of the Project is affected, the Construction Manager shall provide to the Owner alternatives and related cost estimates for re-establishing the desired Project completion date.

6. Based on the Project specifications and mix of construction specialties required by the Architect in the Project design, the Construction Manager shall prepare the General Conditions section of the bid documents to be included with the bid solicitation packages to be provided to the Trade Contractors. Such General Conditions shall include assignment of responsibilities for safety precautions and programs, temporary Project facilities and equipment, materials, and services for common use of Trade Contractors.

7. With input provided by the Architect, the Construction Manager shall separate the Project into Work Packages, if appropriate, for the various categories of work to be performed by the Trade Contractors. The preparation of bid documents by the Construction Manager to reflect the separation into Work Packages will be done in such a manner to ensure that the work of the separate Trade Contractors is coordinated, that all requirements of the Project have been assigned to the appropriate separate contract, that the likelihood of jurisdictional disputes has been minimized, and that proper coordination has been provided for phased construction. The Construction Manager does not represent that all jurisdictional disputes will be eliminated. The furnishing of the plans and specifications in sufficient quantities shall be the responsibility of the Architect.

8. The Construction Manager shall prepare a schedule for the Owner's purchase of materials and equipment. This schedule will give consideration to the overall construction schedule and the requirements of the Trade Contractors for the material, the Owner's desire to properly manage the flow of Project expenditures, and the solicitation of prices or bids from qualified suppliers. Purchases made in this fashion will utilize the Owner's exemption from state sales taxes (if applicable) and a system for tracking such purchases will be provided by the Construction Manager. The Construction Manager shall arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment which are a part of the Project until such items are incorporated into the Project as defined under Reimbursable Costs.

9. The Construction Manager shall determine bidders' interest in the Project and conduct pre-bid conferences to familiarize bidders with the bidding documents, management techniques and with any special systems, materials or methods. The Construction Manager shall not interpret the intent of the drawings and Project specifications. The Owner shall have any necessary design clarifications prepared or change addenda prepared and shall deliver to the Construction Manager for distribution.

10. All bids will be publicly opened and tabulated at the Owner's office with the Owner, Architect and Construction Manager present unless otherwise directed by the Owner. Subsequent to the public bid opening, the Construction Manager will prepare bid analyses, provide bid information to the Architect for his review and comment, and make recommendations to the Owner for all awards of Contracts or rejection of bids. The Construction Manager shall prepare construction contracts which shall be approved by Owner. The Construction Manager shall obtain necessary executed contracts from the selected Trade Contractors prior to the Trade Contractor commencing work on the site and shall obtain Certificates of Insurance from the Trade Contractors and shall maintain a log of expiration dates, coverages, and agent contact information. The Trade Contracts shall state that the Trade Contractor, and not the Construction Manager, is responsible for construction methods, contract performance, safety and compliance with other regulations and laws from applicable jurisdictions.

11. The Construction Manager, following Contract approval by the Owner and with the cooperation and input from the Architect, shall administer all of the Contracts for Construction and Purchase Orders with Trade Contractors and with material, service or equipment suppliers. All such trade contracts shall bind the services of the Trade Contractors to the Owner and acknowledge the duties and rights of the Construction Manager as described in this Agreement. The Construction Manager's contract administration shall include management and related services as required to coordinate work of the Trade Contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner and the Architect to complete the Project in accordance with the Owner's objectives for cost, time and quality. The Construction Manager will prepare Change Orders for agreement by Architect, Owner and Contractor and Change Directives for agreement by Architect and Owner. The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

12. The Construction Manager shall schedule and conduct pre-construction, construction and progress review meetings to discuss such matters as procedures, progress, problems, and scheduling and shall prepare and distribute minutes from such meetings to all necessary Trade Contractors, the Owner and the Architect. The Construction Manager shall gather the necessary information to update the Project Schedule as required by paragraph I.5. and distribute the updated schedule to the Owner, Architect and Trade Contractors.

13. The Construction Manager shall evaluate the performance of each Trade Contractor by using direct observation, evaluation by the Architect in accordance with the contractual obligations of the Architect, and through evaluation of physical testing when required in order to determine in general that the work of each Trade Contractor is being performed in accordance with the requirements of the Contract Documents. The Construction Manager shall recommend alternative courses of action to Trade Contractors when it is determined that the requirements of the Contract are not being met. If the noncompliance persists, the Construction Manager shall reject the work and take the appropriate action to ensure that the work is repaired or replaced so that it is in accordance with the Architect's plans and specifications. Appropriate action can be any action allowed by the construction contract with a Trade Contractor, including the termination of the contract, the enforcement of any provision of a payment or performance bond, and/or use of alternative means to accomplish the work.

The Construction Manager shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by Trade Contractors in the performance of their Contracts. The cost of repairing or replacing defective materials or work shall rest exclusively with the Trade Contractor.

14. The Construction Manager shall develop and implement procedures for the review and processing of applications for payment for progress and final payments to Trade Contractors. These procedures shall provide for the timing to adhere to the requirements of the disbursing agent of Owner, for the detailed review and certification by the Construction Manager and for the review by the Architect as required under the Architect's Agreement with the Owner. The Construction Manager shall not approve for payment any application that exceeds the accumulated value of the work in place plus material suitably stored on site less the contractual percentage for retainage until the final payment.

15. The Construction Manager shall receive from the Trade Contractors and review all Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall coordinate these submittals with information contained in related documents and transmit them to the Architect. In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

16. The Construction Manager shall record the progress of the Project. In addition to the minutes of meetings (paragraph I.12.) and to the schedule updates (paragraph I.5.), the Construction Manager shall submit written progress reports to the Owner including information on each Trade Contractor, as well as each phase of the entire Project, showing percentages of completion and the number and amounts of Change Orders. The Construction Manager shall keep a daily log containing a record of weather, Trade Contractors' work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the Owner may require and shall make the log available to the Owner and the Architect.

17. The Construction Manager shall maintain at the Project site or at the Construction Manager's office, on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; equipment/manufacturers' warranties; applicable handbooks; maintenance and operating manuals and instruction; other related documents and revisions which arise out of the Contracts or work. The Construction Manager shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer if requested in writing by the Owner. The Construction Manager shall make all records available to the Owner and the Architect. At the completion of the Project, the Construction Manager shall deliver all such records to the Owner.

18. When the Construction Manager considers each Trade Contractor's work or designated portion thereof substantially complete, the Construction Manager shall prepare a list of incomplete or unsatisfactory items (the "punch list") and a schedule for their completion. The Construction Manager shall inform the Architect of the schedule for conducting inspections so that the Architect can attend and provide its evaluation and additions to the punch list.

19. As a part of the inspection process, the Construction Manager, the Owner's maintenance personnel and the Architect shall observe the Trade Contractors' checkout of utilities, operational systems and equipment for readiness and shall assist in their initial start-up and testing.

20. In conjunction with the Architect, the Construction Manager shall determine the Project is substantially complete and shall certify the Date of Substantial Completion of the Work. The Construction Manager shall prepare a summary of the status of the work of each Trade Contractor. It shall establish a schedule for completion by the Trade Contractor of any uncompleted items listed on the Certificate of Substantial Completion and shall coordinate the correction and completion of such work by each Trade Contractor.

21. Following the issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, the Construction Manager shall evaluate the completion of the work of the Trade Contractors and inform the Architect when the work is ready for final inspection. The Architect and the Construction Manager shall jointly conduct the final inspection. The Construction Manager shall secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers and shall deliver to the Owner all keys, manuals, record drawings and maintenance stocks.

22. The Construction Manager shall obtain for Owner the Builder's Risk Insurance coverage as a part of General Conditions costs, if requested by the Owner.

II.

OWNER'S RESPONSIBILITIES

1. The Owner shall provide all information regarding the requirements of the Project, including a program which shall set forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

2. The Owner shall provide a budget for the Project, based on consultation with the Construction Manager and the Architect, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the Owner. The Owner shall, at the request of the Construction Manager, provide a statement of funds available for the Project and their source.

3. The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

4. The Owner has retained an Architect whose services, duties and responsibilities are described in an Agreement between the Owner and the Architect. The terms and conditions of the Owner-Architect Agreement will be furnished to the Construction Manager and will not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld. Actions taken by the Architect as agent of the Owner shall be the acts of the Owner, and the Construction Manager shall not be responsible for such actions.

5. The Owner or the Trade Contractor as required by specification shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

6. The Owner shall furnish the Construction Manager a sufficient quantity of construction documents. The services, information and reports required by paragraphs II.4. through II.6. inclusive shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

7. If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Construction Manager and the Architect. The Construction Manager shall be responsible for seeing that such fault or defect in the work is corrected.

8. The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

9. The Owner shall furnish all reasonably required information and services and shall render approvals and decisions with reasonable promptness to avoid delay in the orderly progress of the Construction Manager's services and the Work of the Trade Contractors.

10. The Owner shall communicate with the Trade Contractors only through the Construction Manager.

III.

DEFINITIONS FOR COSTS AND FEES

1. The total Construction Cost shall be the total of the final Contract Sums for all of the separate Trade Contracts, plus direct purchases of materials or services by the Owner, plus actual Reimbursable Costs as defined in paragraph III.3, and plus the Construction Manager's fee under paragraph III.4. compensation for each phase of the Project, and compensation to the Architect and the Architect's consultants. Construction Cost does not include the cost of land, rights-of-way, or other costs which are the responsibility of the Owner.

2. Direct Personnel Expense is defined as the direct salaries of all of the Construction Manager's personnel engaged on the Project, the cost of their mandatory and customary contributions and benefits related thereto and all other related personnel cost. For purposes of this Agreement, the list of the Construction Manager's personnel and their related total cost is defined specifically below. These costs shall remain constant throughout the term of this Agreement and shall only be used when the specified personnel are engaged in activities which are a portion of Reimbursable Cost as defined in paragraph III.3. below or when they are engaged in "other services" as requested by the Owner; provided, however, the hourly rates listed below may be increased by Construction Manager effective October 1 of each year by up to 5%.

GENERAL RATE SCHEDULE

Hourly Charges

Firm Principal/Associate	\$90.00
Project Manager	\$75.00
Engineer/Architect	\$85.00
Technician/Administrative Assistant	\$50.00

Personnel time and expenses charged as Reimbursable Costs shall not be subject to additional multiplier or mark-up by the Construction Manager.

3. The term "Reimbursable Costs" shall mean costs necessarily incurred in the proper performance of services and paid by the Construction Manager. Trade discounts, rebates and refunds, and returns from sale of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

a) Reimbursable Costs shall include the following items or items of a like nature and kind:

1. On-site Construction Manager at \$12,500.00 per month (\$8,000.00 part time).
2. Temporary office trailer at \$500.00 per month.
3. Computer and miscellaneous supplies at \$700.00 per month.
4. Printing costs for plans, specifications, contracts and other such documents, as well as mailing, shipping and handling costs which are not otherwise provided by the Owner or Architect.
5. Additional on-site staff, if pre-approved by Owner, at the hourly rates in paragraph III.2 or as otherwise agreed to by both parties.
6. Temporary toilets.
7. Temporary job telephone and usage.

b) Items which are not Reimbursable Costs and which are covered by the Management Fee defined in paragraph III.4. include but are not limited to:

1. Salaries, costs and compensation of the Construction Manager's employees when engaged in activities other than those specifically listed under Reimbursable Costs paragraphs III.3.a. or III.3.c.
2. General operating expenses of the Construction Manager's principal offices.
3. Any part of the Construction Manager's capital expenses.
4. Overhead or general expenses of any kind, except as may be included as Reimbursable Costs, paragraphs III.3.a. or III.3.c.
5. Legal costs of Trade Contract preparation. However, Construction Manager will not be responsible for legal costs incurred by the Owner to review any documents or contracts or to litigate or defend any action.

c) Items which, at the sole discretion of the Owner, may be directly purchased by the Owner or supplied by the Construction Manager and reimbursed by the Owner as additional Reimbursable Costs include but are not limited to:

1. Builder's Risk insurance (insurance to protect the project).
2. Storage trailers, facilities - on and off site.
3. Temporary utilities - connection fees and usage
4. Job site security.
5. Traffic control.
6. Job site clean-up and trash removal.
7. Payment and Performance bonds.
8. Job signs.
9. Building permit or special permits required for completion of the job and not included in Trade Contracts.
10. Rental of equipment used at the site not included in Trade Contracts and pre-approved in writing by Owner.
11. Costs of an emergency affecting the safety of persons and property.
12. Other services requested by Owner and outside of those included in Section I.

4. The fee to be paid to the Construction Manager (the "Management Fee") shall be a fixed amount totaling \$200,000. This is based on approximately four percent of a total budget above \$5,000,000. Any savings or increase in costs shall not cause an adjustment to the Fee, except that if the Project budget shall be increased by the Owner to cause an increase of more than ten percent (10%), the Construction Manager and Owner agree to increase the Fee proportionately.

The Management Fee shall include the general and administrative overhead plus the profit of the Construction Manager in providing the services specified in this Agreement.

IV.

PAYMENTS TO THE CONSTRUCTION MANAGER

1. Payments on account of the Management Fee and for Reimbursable Costs shall be made monthly upon presentation of the Construction Manager's statement of services rendered or costs incurred which shall be submitted with such supporting documentation as Owner requests. Such statement will be provided on a timely basis such that it conforms to the processing requirements of the disbursing agent of Owner. The Management Fee defined in paragraph III.4. shall be invoiced in equal monthly installments determined by dividing the total Management Fee by the number of months of estimated project duration plus one.

2. No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager is held legally liable.

3. If the Project is suspended or abandoned in whole or in part for more than three (3) months, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Costs then due as defined in paragraph III.3. and all Termination Expenses. If the Project is resumed after being suspended for more than three (3) months, the Construction Manager's compensation shall be equitably adjusted.

If construction of the Project has started and is stopped by reason of circumstances not the fault of the Construction Manager, the Construction Manager shall reduce the size of the Project-site staff after 30 days' delay, or sooner if feasible, for the remainder of the delay period as directed by the Owner. During that delay period, the Owner shall reimburse the Construction Manager for the costs of such reduced staff, plus any relocation or employment termination costs. Upon the termination of the stoppage, the Construction Manager shall provide the Construction Manager and any other Owner-approved, Project-site staff as soon as practicable.

V.

TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

2. This Agreement may be terminated by the Owner upon at least fourteen (14) days' written notice to the Construction Manager in the event that the Project is permanently abandoned.

3. In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for the portion of the Management Fee earned to the termination date together with Reimbursable Costs then due and all Termination Expenses.

Termination Expenses are defined as Costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

VI.

INSURANCE

Construction Manager shall obtain insurance of the types and in the amounts described below:

1. Commercial General and Umbrella Liability Insurance. Construction Manager shall maintain commercial general liability ("CGL") and, if necessary commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.
 - a. CGL insurance shall be written on ISO occurrence form CG 00 01 10 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Construction Managers, products-completed operations and personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.
 - b. Owner shall be included as an insured under the CGL, using ISO Additional Insured Endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.
2. Business Auto and Umbrella Liability Insurance. Construction Manager shall maintain business auto liability and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
3. Workers Compensation Insurance. Construction Manager shall maintain workers compensation and employers liability insurance.
 - a. The employers liability and/or commercial umbrella limits shall not be less than the statutory limits each accident for bodily injury by accident and each employee for bodily injury by disease.
 - b. The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.
4. By requiring the insurance as set out herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Construction Manager, and such coverage and limits shall not be deemed as a limitation on Construction Manager's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
5. Prior to commencing the Work, Construction Manager shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
 - a. All certificates shall provide for ten (10) days' written notice to Owner prior to the cancellation on material change of any insurance referred to therein.
 - b. Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Construction Manager's obligation to maintain such insurance.
 - c. Owner shall have the right, but not the obligation, to prohibit Construction Manager from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

- d. Construction Manager shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

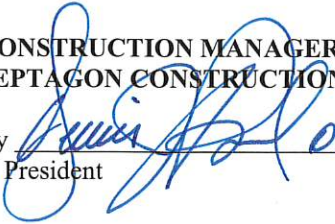
VII.

MISCELLANEOUS PROVISIONS

1. This Agreement shall be governed by the law in effect in which the project is located.
2. To the extent permitted by law, the Owner and the Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction. The Owner and the Construction Manager shall each require appropriate similar waivers from their contractors, consultants and agents.
3. The Owner and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Construction Manager shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
4. This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager 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 the Construction Manager.
5. Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and the Architect; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.
6. While the Construction Manager does not provide full warranty of the entire Project, it shall cause each Trade Contractor, through the Trade Contract agreement, to provide warranties to cover the portion of the work constructed by them, and shall assist and coordinate obtaining warranty work following completion of the Project, without additional compensation. Such warranties shall include labor and materials furnished by or constructed by the Trade Contractors.
7. Construction Manager shall provide Owner with proposed trade contract forms to be utilized in its bidding of the construction phase of the Project, and shall include in such contract if requested by Owner, liquidated damages for any delay in completion of each such Trade Contract.
8. Where the context requires, the singular shall be deemed to include the plural and the masculine to include the feminine and neuter and vice versa.
9. The Construction Manager will assign, upon approval by the Owner, an employee to serve as Project Manager to the Project. Owner's approval will not be unreasonably withheld. If, during the construction of the Project, Owner requests a change in the Project Manager, Construction Manager will cooperate with Owner to resolve any conflicts or problems, or will make a good faith effort to accommodate Owner's request.
10. Owner agrees to allow Construction Manager to, at its own expense, take photographs of the Project and use them in Construction Manager's literature, advertising, annual statements, and for other such publications and uses. In no event shall any such photographs contain any employees or students of the Owner.

IN WITNESS WHEREOF, Septagon Construction Management, Inc., as Construction Manager, has caused this instrument to be executed by its President; and The City of Boonville, Missouri, as Owner, has caused this instrument to be executed by the Mayor or City Administrator accepting this Agreement, all as of the day and year first written above.

CONSTRUCTION MANAGER
SEPTAGON CONSTRUCTION MANAGEMENT, INC.

By  09-18-19
President

THE CITY OF BOONVILLE, MISSOURI

By _____

AIA® Document B132™ – 2009
Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the day of December in the year Two Thousand and Nineteen.
(In words, indicate day, month and year.)

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

City of Boonville
401 Main Street
Boonville, Missouri 65233
Telephone Number: 660-882-2332

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

Porter, Berendzen & Associates, P.C., a Missouri professional corporation
305 East Broadway, Suite A
P.O. Box 446
Ashland, Missouri 65010
Telephone Number: 573-657-2022

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

City of Boonville – Various Facilities Improvements as directed by the City's Representative. The Architect will typically provide and coordinate all disciplines including Architectural and Engineering (Structural, Mechanical, Electrical and Plumbing). Civil Engineering may or may not be in the Architects contract. This will be determined upon mutual agreement between the Owner's Representative and the Architect on a per project by project basis.

The Construction Manager:
(Name, legal status, address and other information)

Septagon Construction Management, Inc.
113 East Third Street
Sedalia, Missouri 65301
Telephone Number: 660-827-2112

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.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	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 in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

To be determined.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

To be established upon mutual agreement between the Owner's Representative and the Architect.

.2 Commencement of construction:

To be determined.

.3 Substantial Completion date or milestone dates:

To be determined.

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

☐ One Contractor

☒ Multiple Prime Contractors

☐ Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

To be determined.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Ms. Kate Fjell
City Administrator
City of Boonville
401 Main Street
Boonville, Missouri 65233
Telephone Number: 660-882-2332
(and other representatives as assigned by the City)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Board of Aldermen, City of Boonville, Missouri

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

- .1 Construction Manager: The Construction Manager is identified on the title page and stated below. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

Septagon Construction Management

Init.

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

- .3 Land Surveyor:

- .4 Geotechnical Engineer:

- .5 Civil Engineer:

- .6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Jay Berendzen, AIA
Porter, Berendzen & Associates, P.C.
305 East Broadway, Suite A
P.O. Box 446
Ashland, Missouri 65010
Telephone Number: 573-657-2022

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

To be determined.

.2 Mechanical Engineer:

To be determined.

.3 Electrical Engineer:

To be determined.

§ 1.1.12.2 Consultants retained under Additional Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and in compliance with all applicable federal, state and local laws, regulations, codes and ordinances (hereafter, "Laws"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager. The Architect shall cooperate with the Owner's Construction Manager and Owner's other consultants, contractors and service providers in providing its services hereunder.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Continuity of Architect's personnel is important to Owner. Accordingly, Architect shall not replace any designated representative without Owner's consent unless such representative leaves the employ of Architect or is otherwise unable to perform the services required hereunder. In such event, Architect shall propose substitute personnel with substantially similar qualifications and experience within fourteen (14) days and such personnel shall be subject to Owner's approval, not to be unreasonably withheld. If Owner does not approve such substitute personnel, Architect may propose another alternate suggestion, and if Owner also does not approve that other alternate, Owner may terminate this Agreement.

§ 2.5 Except with the Owner's knowledge and written consent from the City's Board of Aldermen, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If Owner subsequently imposes requirements beyond those set forth below, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than as required in Exhibit A (\$) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than as required in Exhibit A (\$) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies and also complies with Exhibit A.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than as required in Exhibit A (\$).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than as required in Exhibit A (\$) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6 and the certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies, all as required in Exhibit A.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants provided that, as to those services and information within the scope of Services provided by Architect, Architect has first reviewed such items in its capacity as project architect and provided prompt written notice to the Owner of any error, omission or inconsistency in such services or information Prior to such reliance. The Architect shall otherwise provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. Any schedule adjustment is subject to the written agreement of the Owner, which will not be unreasonably withheld, conditioned or delayed.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project as follows: Following Owner's approval of the Construction Documents, the Architect shall, on Owner's behalf, be responsible for submitting the Construction Documents for approval of such governmental authorities. Owner shall cooperate and assist the Architect in making such applications and obtaining such approvals. To the extent that in order to obtain required approvals, revisions must be made to the Construction Documents prepared by the Architect or its consultants, the Architect shall make such revisions at its sole cost and expense. The Owner shall pay governmental fees associated with obtaining approvals except those costs arising due to Architect's failure to comply with applicable Laws, which Architect shall then pay without reimbursement for the Owner..

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other 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 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall cause the Construction Documents to meet the requirements of applicable Laws.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction, including bidding requirements and sample forms and includes documentation required by law for public works such as prevailing wage and bonding information. The Project manual shall also include a requirement that all contractors (whether general contractor, prime contractor, subcontractor or supplier) shall conduct criminal background checks for their respective employees and other individuals who will work on the Project for such contractor(s). The language shall require that the checks shall be obtained through the Missouri State Highway Patrol and shall include without limitation, a thorough review of the list of registered sex offenders, and any such individual who does not pass

such background check as determined by the Owner in its sole discretion shall not be permitted to enter the premises where the project is located or any other school district property or to work on the Project..

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Deleted

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified by Owner and Contractor. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect's services under this Agreement without Architect's consent, which shall not be unreasonably withheld, conditioned or delayed.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions as well as the negligent acts and/or omissions of Architect's consultants, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3 and 3.6.6.4, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. In no event shall the Architect visit the Site less than once every two weeks while construction is in active progress (if Contractor is not on site for a two-week period due to adverse weather or for other reasons fails to progress the Work during any two-week period, the Architect shall not be obligated to visit the site for that period). However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect, in consultation with the Owner, has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon

Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager. Only the Owner's

Representative has the authority to issue a Change Order or Change Directive that increases a Contract sum or extends Contract Time. The Owner's Representative may delegate limited authority for authorizing increases in the Contract sum or extensions of Contract Time but such authorization shall be specified in a separate written document.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents and completion of all punchlist items.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Notwithstanding the foregoing or any contrary provision in the Agreement, in no event shall Owner be required to pay for any Additional Service unless the Owner's Representative has given the Architect prior written approval to perform such Service.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Owner	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site evaluation and planning (B203™-2007)	NP	
§ 4.1.6 Building information modeling (E202™-2008)	NP	
§ 4.1.7 Civil engineering	Owner / Architect	
§ 4.1.8 Landscape design	NP	
§ 4.1.9 Architectural interior design (B252™-2007)	NP	
§ 4.1.10 Value analysis (B204™-2007)	NP	
§ 4.1.11 Detailed cost estimating	NP	
§ 4.1.12 On-site project representation (B207™-2008)	NP	
§ 4.1.13 Conformed construction documents	NP	

§ 4.1.14 As-designed record drawings	Architect	
§ 4.1.15 As-constructed record drawings	Architect	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility support services (B210™-2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	NP	
§ 4.1.20 Telecommunications/data design	NP	
§ 4.1.21 Security evaluation and planning (B206™-2007)	NP	
§ 4.1.22 Commissioning (B211™-2007)	NP	
§ 4.1.23 Extensive environmentally responsible design	NP	
§ 4.1.24 LEED® certification (B214™-2012)	NP	
§ 4.1.25 Historic preservation (B205™-2007)	NP	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement, subject to 4.1 and the terms and conditions otherwise set forth in this Section 4. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations subsequent to the preparation of such documents;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Deleted;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Deleted;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

Init.

- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service, unless required as a result of design error or other errors or omissions of Architect, Revisions required to correct design errors or inconsistencies shall be considered a part of Basic Services;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker, unless required as a result of design error or other errors or omissions of Architect. Revisions required to correct design errors or in consistencies shall be considered a part of Basic Services;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly or as agreed upon during construction () visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 Deleted

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 has retain a Construction Manager to provide services, duties and responsibilities as described in the Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement upon request.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding the foregoing only the Owner's Representative has the authority to agree to an increase in compensation or fee, or to any extension in time frames set forth herein.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. To the extent necessary for the Project, the surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 Each party shall coordinate the services of its own consultants with those services provided by the other. Architect shall provide Owner with copies of all contracts with its consultant. 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 furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. Each party shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall endeavor to contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress. The Architect shall comply with all of the Owner's policies pertaining to visitors, including

signing in upon first entering Owner's property and wearing an identification badge while on Owner's property, if required by Owner.

§ 5.15 Upon request, the Owner shall provide the Architect with copies of (or instructions for online access to) City Policies and Procedures that are to be followed during the execution of the Project.

§ 5.16 The Owner or the Construction Manager will provide the Architect with the applicable Prevailing Wage Order and prevailing wage contract requirements for attachment to the Bid Documents and the Architect shall include such documentation with the Bid Documents.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner and for the purpose of determining Architect's compensation hereunder if based upon a percentage of the Cost of the Work, the Cost of the Work shall exclude all the Cost of the Work required to correct the Architect's errors and/or omissions.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services after first reviewing in its capacity as project architect. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that

exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment or due design errors, omissions or inconsistencies.

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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 Owner shall be deemed the owner of the 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 Deleted

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service for other than the Project contemplated herein, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 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 AIA Document A232-2009, General Conditions of the Contract for Construction, as modified by the Owner. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 Deleted

§ 8.1.4 Deleted

§ 8.2 Mediation

§ 8.2.1 Deleted

§ 8.2.2 Deleted

§ 8.2.3 Deleted

§ 8.2.4 If the parties do not resolve a dispute, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

§ 8.3 Arbitration - Deleted

(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 Architect shall be paid 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 for more than 30 consecutive days, 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 authorized services properly performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated excluding, however, any amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction attached to Owner's Agreement with contractors.

§ 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.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to 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 Unless otherwise required in this Agreement, 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. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary nor shall Architect include any photographs or other likenesses of Owner's administrators or other employees unless otherwise approved in advance in writing by Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

The fee schedule listed below is a guide for future projects and is not specific to any one project. The fees are to be negotiated per project with the Owner's Board of Education and the Architect.

The following fee structure is based on projects using a Construction Manager as Advisor and fees are to be negotiated as such.

The following fee structure includes the following disciplines: Architectural and Engineering (Civil, Structural, Mechanical, Electrical and Plumbing) and will be negotiated with the Owner's Representative if any of the disciplines are omitted under this contract. Geo-technical, zoning, platting, surveying and storm water detention will be an addition to the following fee structure as negotiated with the Owner's Representative and the Architect.

Compensation for Basic Services shall be negotiated based on the following fee structure:

For projects less than One Million Dollars (\$1,000,000.00), the Architect's fees will be between Eight Percent (8%) and Seven Percent (7%). The percentage decreases as the project cost of construction and scope of work increases.

For projects greater than One Million Dollars (\$1,000,000.00) but less than Two Million Dollars (\$2,000,000.00), the Architect's fees will be between Seven Percent (7%) and Six and a Half Percent (6.5%). The percentage decreases as the project cost of construction and scope of work increases.

For projects greater than Two Million Dollars (\$2,000,000.00) but less than Five Million Dollars (\$5,000,000.00), the Architect's fees will be between Six and a Half Percent (6.5%) and Five and a Half Percent (5.5%). The percentage decreases as the project cost of construction and scope of work increases.

For project greater than Five Million Dollars (\$5,000,000.00), the Architect's fees will be Five and a Half Percent (5.5%) or as negotiated between the Owner's Representative and the Architect.

§ 11.2 For Additional Services designated 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.)

As set forth in Section 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As set forth in Section 11.7

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as otherwise stated below:

§ 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:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Fifty	percent (	50	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 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 the same during the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Architect	\$125 per hour

Init.

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40er Notes:

(140818305)

CAD Operator
Clerical

\$100 per hour
\$80 per hour

§ 11.8 Compensation for Reimbursable Expenses

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

(Paragraphs deleted)

1. Fees paid to government authorities for securing approval of authorities having jurisdiction over the Project;

(Paragraphs deleted)

2. Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;

(Paragraph deleted)

3. Architect's Consultant's expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that

(Paragraphs deleted)

set forth in Exhibit A;

§ 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 %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

0

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 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.

§ 11.10.2 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 forty five (45) 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.)

Prime rate as established by Band of America at the 45 days after invoice.

§ 11.10.3 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 or the Owner reasonably determines that the Architect is liable. Owner may withhold from payment those amounts that it in good faith disputes upon notice to Architect..

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be supplied to the Owner promptly upon request. Other accounting records shall be made 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:

§ 12.1 Pre-Execution Services. Notwithstanding the fact that this Agreement is executed as of the date set forth herein, the parties recognize that portions of the services required hereunder may have already been performed prior to such date, all of which services shall be governed by the terms and conditions of this Agreement. Architect shall not be entitled to any compensation for such prior activities and services except as expressly provided for herein. Without

limiting any of the foregoing, all of the Architect's liabilities and obligations to the Owner hereunder shall apply to all pre-execution services performed by the Architect, notwithstanding the fact that such services may have been performed prior to the date of this Agreement pursuant to prior negotiations, representations, agreements and understandings or otherwise.

§ 12.2 In any court proceeding or other action brought by either party against the other to enforce or interpret the terms of this Agreement or to resolve any dispute concerning any part of the services, the party prevailing in such a proceeding or action shall be entitled, in addition to such other relief the decision maker may grant, to an award of its costs incurred in connection with the proceeding or action, including the reasonable fees and disbursements or its attorneys.

§ 12.3 Prior to commencing work for a Project, the Architect shall obtain appropriate state architectural licenses and/or registrations for its firm and/or its individual architects as required to practice architecture in the State of Missouri. The Architect shall immediately advise the Owner if the required licenses or registrations cannot be obtained.

§ 12.4 Pursuant to Mo Rev Stat 285.530 all business entities awarded any contract in excess of \$5,000.00 with a Missouri public school district must as a condition to the award be enrolled in and participate in a federal work authorization program with respect to the employees working on the Project (to the extent allowed by E-Verify). Architect shall affirm that it is enrolled in such a program and shall provide a sworn affidavit to that effect.

§ 12.5 Upon completion of any Project, Owner may terminate this Agreement at any time upon notice to Architect without being obligated to pay any Termination Expenses.

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 Owner and Architect.

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

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

(Paragraph deleted)

- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Architect Exhibit "A" – Insurance Requirement
E-Verify Documentation

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

OWNER (Signature)

Kate Fjell, City Administrator
City of Boonville, Missouri
(Printed name and title)

ARCHITECT (Signature)

Jay D. Berendzen, President
Porter, Berendzen & Associates, P.C.
(Printed name and title)

**City of Boonville
Police Board Minutes From
December 9, 2019**

- 1. Meeting was canceled due to a lack of agenda items.**

Respectfully Submitted,

Chief Bobby Welliver

**City of Boonville
Planning and Zoning Commission
Cancelled Meeting
December 10, 2019**

**6:00PM
City Council Chamber
525 East Spring Street
Boonville, MO**

The Tuesday, December 10, 2019 meeting of the Planning and Zoning Commission has been cancelled for lack of agenda items. The next scheduled meeting will be Tuesday, January 14, 2019.

VACANT COMMITTEE POSITIONS & COMMITTEE APPOINTMENTS

Airport

Vacant – 4

Architectural Review Committee

Vacant – 5

Board of Adjustments

Vacant – 2

Board of Public Works

Vacant – 1

BOCA Board of Appeals

Vacant – 1

Cemetery Board

Shirley McGowan—Exp. May 2021

Historic Preservation Commission

Vacant – 2

Kemper Campus YMCA/Boonslick Library Projects Committee – ad hoc

Matt Schneringer

Jodie Stock

Mary Pat Abele

Sandy Meisenheimer

Local Agency Funding

Vacant – 1

Parks and Recreation Board

Vacant – 2

Planning and Zoning Commission

Vacant – 2

Public Works Monthly Report
November

WWTP:

Total flow processed - 34,060,000 gallons

Average daily flow - 1,135,000 gallons

Sludge disposed - 85.88 tons

Remarks:

WTP:

Gallons pumped from river - 28,790,000 gallons

Gallons pumped to customer - 30,841,000 gallons

Remarks:

Water Distribution / Sewer Collection:

Installed or renewed water service - 1

Remarks - Repaired water service at 508 Sonya Drive; installed new 1" inductive meter at 1407 Main Street; replaced frost-free hydrant at transfer station; replaced 26 meters; continued repair of road and splash block at WTP water tower; repaired 6" sanitary sewer main adjacent to Morningside Drive; took delivery of new vacuum / jetter truck and employees attended factory training; routine sewer line jetting; assisted with construction of soccer maintenance bldg.

Street Department:

Continued demolition of K Barracks; started construction of Kemper Improvement Project parking lot; continued Fall street sweeping routine; worked one snow event; patched potholes and street cuts.

Central Garage:

Vehicles serviced and inspected - 8

Vehicle and equipment repairs - 20

Remarks: Supervised pothole patching.

Weather (recorded at City Services Bldg.):

Average Temperature - 41.8° F

High Temperature - 67.4° F, November 20

Low Temperature - 9.4° F, November 12

Total Rain - 1.35"

Maximum Rain - .44", November 29

Project Status:

- 1.
- 2.



REPORT OF OPERATIONS

Boonville, Missouri

Water Treatment Plant

November 2019

Submitted by Alliance Water Resources, Inc.

December 16, 2019

City Council Meeting

OUR MISSION

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

**Alliance Water
Resources, Inc.**

**206 S. Keene St.
Columbia, MO
65201**

(573)874-8080

WATER RESOURCES® **Alliance** Professional Water and Wastewater Operations **OPERATIONS REPORT – Boonville**

November, 2019

Administrative

- Richard Vollmer started with Alliance Water Resources as a Utility Worker in the Boonville Division
- Russell Gerling attended a MoDNR SME's Workshop in Jeff City

Treatment

- Normal operations and maintenance were performed this month.
- Replaced lightbulb in Trojan UVT analyzer.
- Replaced reversing contactor in crane hoist at the river pump house.
- Power supply for the Pre-Sed Flocculator motor has been replaced.
- Trojan UV Reference Sensor has been calibrated by Trojan returned to us.
- River polymer scales have been repaired and is back in service.

Project Updates

- Bearings, shaft, and belts replaced on updraft aerator.
- West river pump has been installed.
- The 10" altitude valve in the Water Treatment Plant was looked by EDI. It was determined that the 10" mechanical valve needs to be replaced.

Safety

Regulatory

- Ten Microbiological samples were taken in the distribution system. All samples tested were absent of Total Coliform and E-Coli. Report sent to DNR. (see attached)
- The Cryptosporidium and Giardia sampling from the river was completed for this month. It is a yearlong study.
- Monthly Total Organic Carbon (TOC) samples and quarterly TTHM samples were collected and transported to the State Health Lab.

Concerns for the Month

The west river pump has been install, but we have no control over the speed of the pump, it operates at maximum speed. R.E. Pedrotti was called into look at it. They feel either the VFD Drive has lost it's configuration due to it being shut off for so long or we have a bad output card. A technician is going to be scheduled to come in to diagnose the problem and repair it.

WATER RESOURCES®
Alliance
Professional Water and Wastewater Operations
OPERATIONS REPORT – Boonville

**OUR
MISSION**

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

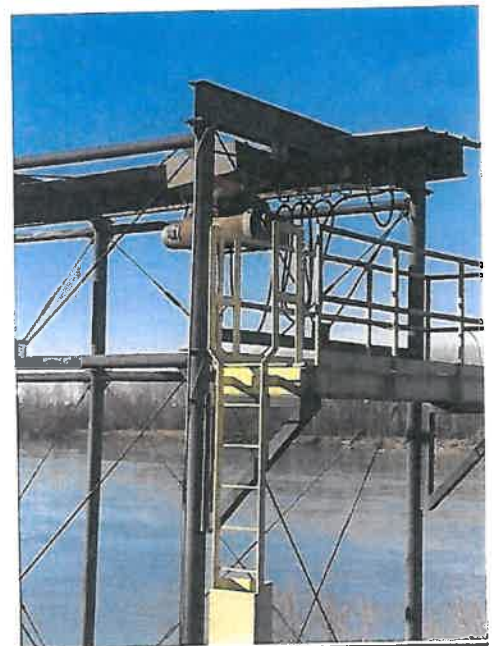
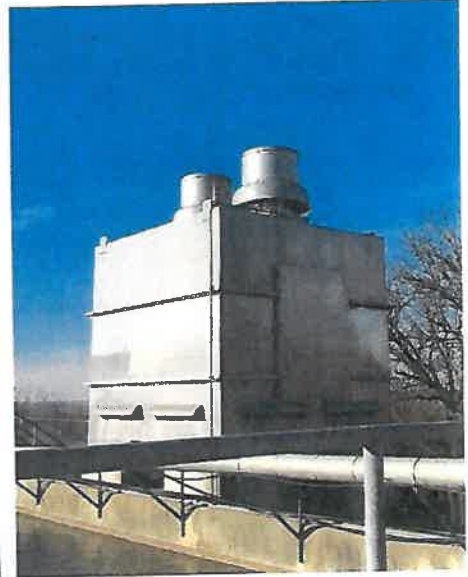
**Alliance Water
Resources, Inc.**

**206 S. Keene St.
Columbia, MO
65201**

(573)874-8080

Positives for the Month

Photos





MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM – PUBLIC DRINKING WATER BRANCH
**DISINFECTION AND TURBIDITY REPORT FOR SURFACE WATER
SYSTEMS < 10,000 POPULATION**

PWS NAME City of Boonville		PWS ID MO 3010089	MONTH November
ADDRESS 901 Riviera Drive		TELEPHONE NUMBER WITH AREA CODE (660) 882-4021	YEAR 2019
CITY Boonville	ZIP CODE 65233	COUNTY Cooper	PLANT Main

SEE INSTRUCTIONS

DISTRIBUTION DISINFECTION

1. Number of samples analyzed, A: 10
 2. Number of samples below 0.2 mg/L, B: 0
 $[(A-B)/A] \times 100 = C$: 100 % meeting minimum disinfection required.
 3. Avg. disinfectant residual for the month 3.01 mg/l

TURBIDITY

1. Total number measurements taken monthly, A: _____
 2. Number of measurements below 0.3 NTU, B: _____
 $[B/A] \times 100 = C$: _____ % meeting turbidity requirements.

Date	Hours of operation	Finished water temperature (C)	Lowest disinfectant at entrance to distribution system (mg/L)	Highest turbidity measurement of the day	Duration disinfectant fell below 0.5 mg/L free Cl ₂ or 1 mg/L chloramines	Value of turbidity measurements that exceed	
			☐ Free Chlorine ☒ Chloramines			1NTU	5 NTU
1	4.75	12	2.70	.04	X	X	X
2	4.5	11	2.81	.05	X	X	X
3	5.0	12	2.67	.05	X	X	X
4	4.75	8	2.70	.05	X	X	X
5	5.25	12	2.61	.05	X	X	X
6	4.75	14	2.73	.04	X	X	X
7	4.25	11	2.08	.03	X	X	X
8	6.5	10	2.78	.03	X	X	X
9	5.25	15	2.76	.03	X	X	X
10	4.25	15	2.77	.03	X	X	X
11	5.25	12	2.91	.03	X	X	X
12	5.5	12	2.31	.03	X	X	X
13	5.75	12	2.11	.04	X	X	X
14	6.5	12	2.74	.11	X	X	X
15	4.75	11	3.20	.06	X	X	X
16	4.25	9	3.09	.05	X	X	X
17	5.5	9	3.26	.05	X	X	X
18	4.5	12	3.23	.04	X	X	X
19	5.5	9	3.24	.03	X	X	X
20	4.25	9	3.20	.03	X	X	X
21	5.5	12	3.45	.03	X	X	X
22	4.75	9	3.56	.03	X	X	X
23	4.75	13	1.35	.03	X	X	X
24	4.5	14	3.28	.03	X	X	X
25	5.25	9	2.49	.03	X	X	X
26	4.25	12	3.28	.03	X	X	X
27	7.5	10	.01	.05	72	X	X
28	3.5	8	2.31	.04	X	X	X
29	5.5	9	2.74	.04	X	X	X
30	4.0	9	2.98	.04	X	X	X
31	X	X	X	X	X	X	X

NAME OF PERSON PREPARING REPORT
Todd Baslee

SIGNATURE OF RESPONSIBLE OFFICIAL

DATE
12/8/2019

INSTRUCTIONS: DISINFECTION AND TURBIDITY REPORT FOR SURFACE WATER SYSTEMS <10,000 POPULATION

Please fill out information completely and legibly.

Distribution Disinfection

1. On line 1, enter the total number of samples from the distribution system analyzed for residual disinfectant concentration (total chlorine or combined chlorine) during the month. The residual disinfectant concentration measurements must be taken at the same time and location as your routine monthly coliform samples. This is the value for A.
2. On line 2, enter the number of samples for the distribution systems that had less than 0.2 mg/L residual disinfectant concentration. This is the value for B.
3. Subtract B, from A. (A-B). Divide that number by A. Then multiply by 100. This will give you the value for C. For example: if A= 20 and B= 3, then $C = [(20-3)/20] \times 100 = 85\%$
4. On line 3, enter the arithmetic average for all residual disinfectant samples taken during the month.

Turbidity:

- 1 On line 1, enter the total number of combined filter turbidity measurements taken during the month. This is the value for A.
- 2 On line 2, enter the number of combined filter turbidity measurements taken during the month, which are less than or equal to 0.3 NTU. This is the value for B.
- 3 Divide B, by A. (B/A). Then multiply that number by 100. This will give you the value for C. For example: if A = 120 and B = 117, then $C = (117/120) \times 100 = 97.5\%$

Hours of operation:

For each day, record the number of hours each water treatment plant was in operation.

Finished Water Temperature

For each day, record the temperature of water entering the distribution.

Lowest Residual Disinfectant at Entrance to Distribution System:

For each day, record the lowest measurement of residual disinfectant concentration (mg/L) in water entering the distribution system (free available chlorine or chloramines).

Duration Residual Disinfectant Fell Below Requirement:

For each day, record the duration (hours, tenths) of each period (if any) when the residual disinfectant concentration in water entering the distribution system fell below 0.5 mg/L free chlorine or 1 mg/L chloramines. Note: should this occur the public water system must notify the department as soon as possible, but no later than by the end of the next business day.

The Highest Turbidity Reading for the Day:

For each day, record the highest turbidity reading on the combined plant effluent during the plants operational period.

Value of Turbidity Measurements that exceed 1 NTU and 5 NTU:

For each day, record the value of any turbidity measurements taken during the month, which exceed 1 NTU and 5 NTU. Note: should this occur the public water system must notify the department as soon as possible, but no later than the end of the next business day.

INDIVIDUAL FILTER MONITORING AND REPORTING

- 1 Was each filter continuously monitored for turbidity and results recorded every 15 minutes? yes
- 2 Was there a failure of the continuous turbidity monitoring equipment? no
If yes on 2, was the equipment repaired within 5 working days or 14 days with department approval? n/a
If yes on 2, was grab sampling done every four hours until failure corrected? n/a
- 3 Was any individual filter turbidity level >1.0 NTU in two consecutive measurements taken 15 minutes apart? no
If yes, perform follow-up actions step 1.
- 4 Was any individual filter level for three months in a row > 1.0 NTU in two consecutive recordings taken 15 minutes apart? no
If YES, perform follow-up actions step 2
- 5 Was any individual filter turbidity level > 2.0 NTU in two consecutive recordings taken 15 minutes apart for two consecutive months? no
If YES, perform follow-up actions step 3

FOLLOW-UP ACTIONS TO PERFORM

1. Report filter numbers, turbidity measurements that exceed 1 NTU and dates the exceedances occurred and causes if known.
2. Conduct a self-assessment of the filters within 14 days of the triggering event. The system must report the date self-assessment was triggered and the date it was completed.
3. The system must arrange to have a comprehensive performance evaluation performed not later than 60 days following the triggering event. The evaluation must be completed and submitted to the department within 120 days following the triggering event.

The Missouri Department of Natural Resources-Public Drinking Water Branch recommends contacting your local regional office if any individual filter exceeds 1.0 NTU, the lowest trigger in the individual filter standards.

MO 780-1904 (07-13)

memo

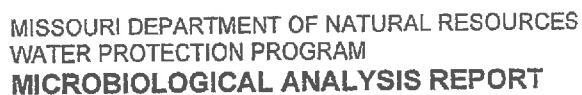
City of Boonville/Alliance Water Resources - Boonville

To: Rich Morrow - DNR NERO
From: Todd Baslee/Russell Gerling
CC:
Date: 12/10/2019
Re: Low Chlorine

Comments: On November 27, 2019 starting at approximately 15:00 and ending at 16:12, our Total Chlorine reagent bottles went empty. This gave a reading that was below the required 1.0 ppm for Chloramines. The operator changed out the bottles on the CL17 and cleaned the CL17 during this period. As a result, the Total Chlorine levels returned to normal.

If you have any questions or concerns please don't hesitate to contact us at 660-882-4021.

MO 780-2208 (06-13)



MO 780-0438 (05-13) Return completed form to Department of Natural Resources, Public Drinking Water Branch, P.O. Box 176, Jefferson City, MO 65102-0176



Isle of Capri Casino Hotel Boonville Team Members,

I am excited to officially announce that **Farmer's Pick** will be undergoing a complete renovation over the next few months. After dinner service on Saturday, November 30, **Farmer's Pick** will close, our property teams will begin demo work on Sunday, December 1, and construction crews will begin their work on Monday, December 9. We expect that construction will be finished in late spring 2020, and we will then open an entirely new restaurant called **The Brew Brothers**.

As consumer preferences change, so must our food and beverage offerings. **The Brew Brothers** is a comfortable, modern restaurant with a wide variety of menu items and beer selections. The place to meet your friends to grab a drink and watch the game, plan a date night with your significant other, or grab a quick bite to eat for lunch. **The Brew Brothers** will be unlike ANYTHING our guests have experienced in mid-Missouri, and we believe guests will be blown away once they step foot inside the new restaurant.

As the logo suggests with "MEALS, MUSIC & MICROBREWS", **The Brew Brothers** will offer delicious meals, the occasional live entertainment act (coming summer 2020), and the best microbrews. From burgers to pasta to steaks, **The Brew Brothers** will be dishing up great food every day – perfect to pair with a specialty craft brew. We will feature a vast selection of beers, including all of the favorite best sellers and a variety of locally brewed options. Plus guests can catch all their favorite teams on more than 20 TVs throughout the restaurant, including two HUGE video walls above the bar.

While we work to build a better food option, we have to make sure that we continue to take care of our guests. To meet the demand, we will be opening **Farraddays'** for lunch and dinner Wednesday through Sunday, offering a special lunch menu, with options available for every budget. **Tradewinds**, which has significantly upgraded its food variety and quality in the last year, will continue to serve our customers as well during regularly scheduled hours. Make sure to reference your badge card for hours of operations for these options.

I will continue to update everyone as construction moves along. In the meantime, I have sent your leadership team a list of frequently asked questions and answers. Please make sure you are familiar with the answers, as our guests will have a lot of questions about this project. The next few months will be exciting, and I cannot wait to open **The Brew Brothers**, which will make Isle of Capri Casino Hotel Boonville an even better experience for our guests.

Sincerely,
Heather Rapp
Vice-President/General Manager



Missouri Gaming Commission

State/Local Allocation of Gaming Revenues

RPT MGC/3

For the Period 11/1/2019 through 11/30/2019

Year beginning 11/1/2019

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of Adm Tax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
11/01/2019	Friday	\$11,372.00	\$68,439.37	\$79,811.37	\$5,686.00	\$61,595.43	\$6,843.94	\$12,529.94
11/02/2019	Saturday	\$17,280.00	\$103,375.61	\$120,655.61	\$8,640.00	\$93,038.05	\$10,337.56	\$18,977.56
11/03/2019	Sunday	\$8,040.00	\$53,960.61	\$62,000.61	\$4,020.00	\$48,564.55	\$5,396.06	\$9,416.06
11/04/2019	Monday	\$4,128.00	\$30,383.97	\$34,511.97	\$2,064.00	\$27,345.57	\$3,038.40	\$5,102.40
11/05/2019	Tuesday	\$5,164.00	\$33,383.69	\$38,547.69	\$2,582.00	\$30,045.32	\$3,338.37	\$5,920.37
11/06/2019	Wednesday	\$4,660.00	\$26,403.29	\$31,063.29	\$2,330.00	\$23,762.96	\$2,640.33	\$4,970.33
11/07/2019	Thursday	\$6,802.00	\$46,798.48	\$53,600.48	\$3,401.00	\$42,118.63	\$4,679.85	\$8,080.85
11/08/2019	Friday	\$10,242.00	\$60,808.52	\$71,050.52	\$5,121.00	\$54,727.67	\$6,080.85	\$11,201.85
11/09/2019	Saturday	\$12,438.00	\$65,010.62	\$77,448.62	\$6,219.00	\$58,509.56	\$6,501.06	\$12,720.06
11/10/2019	Sunday	\$6,954.00	\$36,726.72	\$43,680.72	\$3,477.00	\$33,054.05	\$3,672.67	\$7,149.67
11/11/2019	Monday	\$3,028.00	\$17,842.48	\$20,870.48	\$1,514.00	\$16,058.23	\$1,784.25	\$3,298.25
11/12/2019	Tuesday	\$4,166.00	\$30,076.86	\$34,242.86	\$2,083.00	\$27,068.99	\$3,007.67	\$5,090.67
11/13/2019	Wednesday	\$4,242.00	\$26,242.17	\$30,484.17	\$2,121.00	\$23,617.95	\$2,624.22	\$4,745.22
11/14/2019	Thursday	\$7,472.00	\$47,176.03	\$54,648.03	\$3,736.00	\$42,458.43	\$4,717.50	\$8,453.60
11/15/2019	Friday	\$9,274.00	\$59,248.70	\$68,522.70	\$4,637.00	\$53,323.83	\$5,924.87	\$10,561.87
11/16/2019	Saturday	\$12,776.00	\$68,646.31	\$81,422.31	\$6,389.00	\$61,781.63	\$6,864.63	\$13,252.63
11/17/2019	Sunday	\$6,600.00	\$15,064.22	\$21,664.22	\$3,300.00	\$13,567.80	\$1,506.42	\$4,805.42
11/18/2019	Monday	\$3,844.00	\$19,238.76	\$22,882.76	\$1,822.00	\$17,314.88	\$1,923.88	\$3,745.88
11/19/2019	Tuesday	\$4,558.00	\$23,808.73	\$28,366.73	\$2,279.00	\$21,427.86	\$2,380.87	\$4,659.87
11/20/2019	Wednesday	\$4,124.00	\$22,827.89	\$26,951.89	\$2,062.00	\$20,545.10	\$2,282.79	\$4,344.79
11/21/2019	Thursday	\$6,650.00	\$43,160.51	\$49,810.51	\$3,325.00	\$38,844.46	\$4,316.05	\$7,641.05
11/22/2019	Friday	\$9,146.00	\$49,992.51	\$59,138.51	\$4,573.00	\$44,993.26	\$4,999.25	\$9,572.25
11/23/2019	Saturday	\$11,238.00	\$60,725.08	\$71,963.08	\$5,619.00	\$54,653.47	\$6,072.61	\$11,691.61
11/24/2019	Sunday	\$7,292.00	\$49,299.82	\$56,591.82	\$3,646.00	\$44,369.84	\$4,929.98	\$8,575.98
11/25/2019	Monday	\$3,846.00	\$19,540.12	\$23,386.12	\$1,923.00	\$17,586.11	\$1,954.01	\$3,877.01
11/26/2019	Tuesday	\$5,606.00	\$25,916.48	\$31,522.48	\$2,803.00	\$23,324.83	\$2,591.65	\$5,394.65
11/27/2019	Wednesday	\$6,718.00	\$39,584.87	\$46,282.87	\$3,359.00	\$35,608.38	\$3,956.49	\$7,315.49
11/28/2019	Thursday	\$9,216.00	\$54,700.69	\$63,916.69	\$4,608.00	\$49,230.62	\$5,470.07	\$10,078.07
11/29/2019	Friday	\$12,562.00	\$69,579.35	\$82,141.35	\$6,281.00	\$62,621.42	\$6,957.93	\$13,239.93
11/30/2019	Saturday	\$14,072.00	\$68,456.33	\$82,528.33	\$7,036.00	\$61,610.70	\$6,845.63	\$13,881.63
Casino Report Totals:		\$233,310.00	\$1,336,399.59	\$1,569,709.59	\$116,655.00	\$1,202,759.63	\$133,639.96	\$250,294.96
Casino YTD Totals:		\$233,310.00	\$1,336,399.59	\$1,569,709.59	\$116,655.00	\$1,202,759.63	\$133,639.96	\$250,294.96

