



**CITY OF ASHLAND
815 EAST BROADWAY
(SOUTHERN BOONE FIRE DISTRICT TRAINING FACILITY)
ASHLAND, MO. 65010
BOARD OF ALDERMEN AGENDA
TUESDAY, OCTOBER 15, 2019
7:00 P.M.**

Call regular meeting to order

Pledge of Allegiance

Roll Call

CONSENT

1. Consideration of the 10-15-2019 agenda: **Action:** _____
2. Consideration of the 10-01-2019 meeting minutes: **Action:** _____

PUBLIC COMMENTS

3. Kathrine Bowes-Discussion of flooding that happened in Boone County
4. Anyone wishing to appear before the Board

RESOLUTIONS

5. A resolution approving the design of the Route M (Broadway) and Henry Clay Roundabout. **Action:** _____
6. A resolution establishing a Broadway Beautification Task Force. **Action:** _____
7. A resolution authorizing the Mayor to execute a Software and Professional Services Agreement with Gworks. **Action:** _____
8. A policy resolution adopting procedures for soliciting bids and proposals for tax increment financing projects under the Real Property Tax Increment Allocation Act. **Action:** _____
9. A resolution authorizing the Mayor to enter into an agreement for architect services with Porter, Berendzen and Associates , P.C. **Action:** _____

COUNCIL BILLS

10. Council Bill No. 2019-040, an ordinance authorizing the Mayor to enter into a Boone County Road & Bridge Sign Shop Cooperative Agreement. First reading by title only. **Action:** _____

11. Council Bill No. 2019-041, an ordinance authorizing the Mayor to enter into a youth development, healthy living, recreational and civic services contract with the Jefferson City Area YMCA. First reading by title only. **Action:** _____
12. Council Bill No. 2019-042, an ordinance amending Chapter 6 of the City Code to establish a Tax Increment Financing Commission and to adopt procedures and policies for requests for redevelopment proposals; and fixing the time when this ordinance shall become effective. First reading by title only. **Action:** _____
13. Council Bill No. 2019-043, an ordinance amending Chapter 20, Traffic Code, Schedule III. Park restrictions of the Code of the City of Ashland. First reading by title only. **Action:** _____
14. Council Bill No. 2019-044, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2020 Budget. First reading by title only. **Action:** _____

ORDINANCES

15. Ordinance No. 1271, an ordinance granting an easement to Spectrum Mid-America, LLC
Action: _____

OTHER

16. None

DISCUSSION

17. None

REPORTS

18. Mayor's Report
19. Interim City Administrator Report
20. Public Works Supervisor monthly Report
21. City Attorney's Report
22. Board of Aldermen's Report
23. Vote to go into executive session pursuant to Chapter 610.021 (1) legal action, causes of action or litigation involving a public governmental body (2) negotiated contractual employment agreement
24. Go into open session and report action taken/if any
25. Vote to adjourn the meeting

The City of Ashland wants to make certain our meeting is accessible to all citizens. If you require any accommodations (signing, interpreter, translator, etc.) that we do not normally have at our meetings, please let Darla Sapp, City Clerk know of your needs. (if possible 48 hours in advance of the meeting)

TUESDAY, OCTOBER 01, 2019
BOARD OF ALDERMEN MINUTES
7:00 P.M.

DRAFT COPY NOT APPROVED BY BOARD

Mayor Pro-Tem Bronson called the regular meeting to order at 7:00 p.m. on October 01, 2019 at 815 East Broadway, Ashland, Missouri.

Mayor Pro-tem Bronson led in the pledge of allegiance.

Mayor Pro-tem Bronson called the roll:

Ward One: Leslie Martin-here, Danny Clay-here
Ward Two: Jesse Bronson-here, Richard Sullivan-here
Ward Three: Rick Lewis-here, Jeff Sapp-here

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief, Jon Sanders, Treasurer/Deputy City Clerk, and Jeffrey Kays, City Attorney.

Mayor Gene Rhorer was absent.

Mayor Pro-tem Bronson presented the agenda of October 01, 2019 for consideration. Alderman Sapp made motion and seconded by Alderman Clay to approve the agenda as presented. Mayor Pro-tem Bronson called for the vote. Motion carried.

Mayor Pro-tem Bronson presented the minutes of September 17, 2019 Board meeting for consideration. Alderman Sapp made motion and seconded by Alderman Clay to approve the minutes as presented. Mayor Pro-tem Bronson called for corrections or amendments. Mayor Pro-tem Bronson called for the vote. Motion carried.

Mayor Pro-tem Bronson asked anyone wishing to appear before the Board to come to the podium and state their name and place of residence on any subject. He stated this is the only public speaking portion of the meeting.

Ann Jackson representative for the Ashland Assembly of God Church stated she was at the last meeting and their item is on the agenda. She stated their request was to block off and restrict the flow of traffic on Kristy Lane just north of the intersection of Redwood drive in the West Oaks Subdivision on October 31, 2019 from 6:00 p.m. to 9:00 p.m. She presented an additional letter from Pastor Rob Jackson.

Mayor Pro-tem Bronson presented Council Bill No. 2019-039 for consideration. Alderman Sapp made motion and seconded by Alderman Clay to take up Council Bill No. 2019-039, an ordinance granting an easement to Spectrum Mid-America, LLC. First reading by title only. Mayor Pro-tem Bronson called for questions or comments. He reported the information is in the packet. Alderman Sapp reported that the men from Spectrum spoke at the last meeting on this. Alderman Lewis stated the question at that time was if the City had the right to grant an easement since we sold the cellular leases. The City Clerk reported that the City does have the right to grant the easement on this request from Spectrum. Mayor Pro-tem Bronson called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderman Bronson-aye. Motion carried.

Mayor Pro-tem Bronson presented Ordinance No. 1270 for consideration. Alderman Sapp made motion and seconded by Alderman Clay to take up Ordinance No. 1270, an ordinance approving the final plat for Lakeview Estates Plat 9. Mayor Pro-tem Bronson called for questions or comments. Alderman Sapp

reported this is the second reading and was approved by the Planning and Zoning Commission. Mayor Pro-tem Bronson called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderman Bronson-aye. Motion carried.

Mayor Pro-tem Bronson presented a request to accept the resignation from Brad Williamson from the Planning and Zoning Commission. Alderman Sapp made motion and seconded by Alderman Clay to accept the resignation from Brad Williamson from the Planning and Zoning Commission. Alderman Sapp informed the Board that Mr. Williamson has played a vital role in the Planning and Zoning Commission but is relocating to another city. Mayor Pro-tem Bronson called for the vote. Alderman Lewis-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye, Alderman Bronson-nay. Motion carried.

Mayor Pro-tem Bronson presented a request from Ashland Assembly of God Church to block off the flow of traffic on Kristy Lane just north of the intersection of Redwood Drive in the West Oaks Subdivision on October 31, 2019 from 6 pm and ending at 9 pm. Alderman Sapp made motion and seconded by Alderman Clay to approve the request as presented. Mayor Pro-tem Bronson called for questions or comments. Alderman Lewis stated he lives three blocks away from this area but fears this would create too much traffic congestion. He stated this is a main corridor. He commended the Church on their efforts. He encouraged them to look at a side street that ends in a cul-de-sac to close off and get consent from the property owners then present back to the Board for consideration. Alderman Sapp stated his biggest concern was also that this is a main thoroughfare, emergency personnel could not get through and he felt it would create other traffic issues. He stated that he is opposed to this. He stated the letter also brought out a concern of people from out of town and would be more confusing for traffic and children. Mayor Pro-tem Bronson stated he felt more work needed done on this request, but encouraged them to continue to work on it for next year. Mayor Pro-tem Lewis-nay, Alderman Clay-nay, Alderwoman Martin-nay, Alderman Sullivan-abstained, Alderman Sapp-nay, Alderman Bronson-nay. Motion failed.

Mayor Pro-tem Bronson presented a request from the Ashland Parks and Recreation Board for the Board of Aldermen's approval for approximately \$40,000 cost sharing with the Lion's Club grant for a self-contained new bathroom, if the Lion's Club grant is received. Also, contingent upon the approval of a line of credit. Alderman Sapp made motion and seconded by Alderman Lewis to take up the request for consideration. Mayor Pro-tem Bronson called for any questions or comments. Ernie Wren, Park Board representative stated the Park Board would like to establish a line of credit for the sole purpose of matching funds for grants from the city reserve fund. He stated the Park Board would make payments to replenish funds from the park taxes. He stated the Lion's Club grant requires 50% matching funds confirmation to be able to move forward. Alderman Sapp reported that is the next request on the agenda. Alderman Clay asked that this be tabled since we do not know what we can do with the reserve funds. Alderman Lewis stated the biggest problem is they cannot move forward with the grant because the Lion's Club needs a confirmation commitment. He stated the Lion's Club has already approved the grant to the park. Alderman Sapp withdrew his motion, as did Alderman Lewis.

Alderman Sapp made motion to table this until after the next line item. Alderman Sullivan seconded the motion. Mayor Pro-tem Bronson called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye. Motion carried.

Mayor Pro-tem Bronson presented a request from the Ashland Parks and Recreation Board for the Board approval of a line-of-credit for the Parks from the City Reserve for the sole purpose of matching grant requirements. Funds would be repaid from the Park Tax Revenue for consideration.

Alderman Sapp made motion and seconded by Alderman Lewis to approve the line of credit contingent upon the findings from the City Treasurer and City Attorney on the legality. Mayor Pro-tem Bronson called for questions or concerns. Alderman Clay stated if the Park Board moves forward with this he wants a vision of what the Park Board wants in the park system and the costs. Alderman Sapp stated they were strictly voting on the line of credit. Mayor Pro-tem Bronson called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderman Bronson-aye. Motion carried.

Mayor Pro-tem Bronson presented a request from the Ashland Parks and Recreation Board for the Board of Aldermen approval for approximately \$40,000 cost sharing with the Lions Club grant for a self-contained new bathroom, if the Lion's Club grant is received. This item was previously tabled. Alderman Sapp made motion and seconded by Alderman Sullivan to approve the request contingent upon the finds of the legality of the line of credit. Mayor Pro-tem Bronson called for questions or comments. Alderman Sapp reported this was discussed at the last Park Board meeting. He stated they have \$36,000 in capital improvement funds but can not deplete this. Ernie Wren, Park Board representative, stated that they have the specifications for the pre-fab bathroom from the City of Columbia to use. He stated the concrete & utilities would also need to be installed. This matter was discussed at great length. Mayor Pro-tem Bronson called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderman Bronson-aye. Motion carried.

Mayor Pro-tem Bronson reported the next item on the agenda was the rejection of all bids for the construction of a new City Hall. Alderman Clay made motion and seconded by Alderman Sapp to reject all bids for the construction of a new City Hall. Mayor Pro-tem Bronson called for questions or comments. Mayor Pro-tem Bronson called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Lewis-aye. Motion carried.

Mayor's Report:

Mayor Rhorer was not in attendance at the meeting.

Police Chief's monthly report:

Chief Woolford introduced Police Officer, Joe Durham and Police Officer, Gabe Edwards to the Board of Aldermen. Joe Durham gave a little history of his work experience to the Board. Alderman Sapp welcomed him to the police department. Gabe Edwards gave his work experience to the Board. Chief Woolford reported Officer Durham is in field training and should be out of training the first part of November. He stated the Police Department would then be fully staffed.

Chief Woolford presented his incident report to the Board and explained the report. He reported as of July 1, 2019, nonviolent felony offenses will get a summons instead of being arrested due to the overcrowding of the jails. He updated the Board on some code violations.

Chief Woolford reported the roof at the Police Department has been repaired.

Chief Woolford stated they would be going to the countywide records system this month.

City Attorney's Report:

Jeff Kays, City Attorney stated he had no report

Board of Aldermen's Reports:

Alderman Sullivan reported a green chipper trailer being left unattended on Renee Drive and Henry Clay Blvd.

Alderman Sapp reported he attended the Palomino Ridge Subdivision meeting last Wednesday, September 25, at the park. He reported Chief Woolford was in attendance. He stated there was a lot of discussion but the main things that was touched on was the pothole at the entrance of Martha Crump, the condition of Billy Joe Sapp and Pacer. He stated he has talked with James Creel, Public Works Director on these matters. He also stated they discussed a parking issue on Martha Crump Drive close to the island. Lyn Woolford, Police Chief reported at the football game last week he was sure a fire truck could not get through there if there had been an emergency. Alderman Sapp reported the Police Department did have the announcer at the game report this issue and had vehicles moved that were blocking the entrance. Alderman Sapp stated he would get with James Creel and have this painted yellow, for no parking. Chief Woolford stated this needs Board action to declare this a no parking area. Alderman Sapp asked that this be placed on the next agenda for consideration.

Alderman Bronson gave his report time to Don Jenkins from Meco Engineering. Don Jenkins from Meco Engineering gave an update on the sidewalk project. He stated the contractor poured 175 feet of sidewalk today and still has 500 to 600 feet of sidewalk left. He reported there are several areas that the curb and gutter is cracking and they are working on getting that resolved.

Alderman Bronson reported the walking school bus is still going on and encouraged the Board to participate. Lyn Woolford, Police Chief reported tomorrow is International walk to school day.

Alderman Sapp made motion and seconded by Alderman Clay to close the open meeting and go into executive session pursuant to Chapter 610.021 (1) legal actions, causes of action or litigation involving a public governmental body with a five-minute break. Mayor Pro-tem Bronson called for the vote. Motion carried.

Mayor Pro-tem Bronson reported we are back in open session.

Alderman Sapp made motion and seconded by Alderwoman Martin to order the city attorney to institute legal action pursuant to Ordinance No. 14.205 against all liable parties for collection of money owed for utility services. Mayor Pro-tem Bronson called for the vote. Alderman Lewis-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye, Alderman Bronson-aye. Motion carried.

Alderman Sapp made motion and seconded by Alderman Clay to adjourn the meeting. Mayor Pro-tem Bronson called for the vote. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor

Darla Sapp

From: Katherine Bowes <Katherine.Bowes@burrellcenter.com>
Sent: Tuesday, October 1, 2019 2:14 PM
To: Darla Sapp
Subject: RE: Attending a City Meeting

Darla,
Our topic of discussion is flooding that happened in Boone County.

Here is our information:

Show-Me Hope Missouri and Burrell Behavioral Health are meeting with those that were impacted by this year's historic flooding. We are looking to provide resources, listen to personal experiences and do personal or group counseling. We are a team trained by the state to help individuals deal with traumatic experiences such as the flood that started in March. Even if you were not affected personally, you may know someone or have family that was. If you know of anyone that might need assistance contact us at the Burrell Crisis Line at 1-800-395-2132 or the Show-Me Hope Line at 1-800-811-4760.

Thank you,

Katie Bowes


B KATHERINE BOWES

Community Crisis Worker

Katherine.Bowes@burrellcenter.com
office

Berrywood

3401 Berrywood Drive, Suite 102, Columbia, MO 65201
www.burrellcenter.com

 Follow us on social media.



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From: Darla Sapp <cityclerk@ashlandmo.us>
Sent: Tuesday, October 1, 2019 11:46 AM
To: Katherine Bowes <Katherine.Bowes@burrellcenter.com>
Subject: RE: Attending a City Meeting

The meeting begins at 7:00 p.m. Can you send me some information and topic of discussion to place in the packet?

Thanks,



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: October 15, 2019

Re: Henry Clay & Route M/Broadway Roundabout Project

EXECUTIVE SUMMARY:

This is a cost share project initiated by the City of Ashland. The City of Ashland is responsible for the engineering costs and 50% of the total project costs. MoDOT is responsible for acquiring the right of way, letting the project and construction inspection, as well as 50% of the project costs. The City is responsible for any costs over the programmed amount for the project. Total Cost of the Project is \$2.1M.

The existing intersection of Route M/Broadway & Henry Clay is an all-way, stop controlled intersection. With the growth that Ashland has experienced, traffic volumes are creating a safety concern with traffic entering Ashland backing up on to the entry ramps almost to the US63 interchange, as well as creating lengthy wait times at the other roadways converging at this intersection. A TEAP study was conducted in 2018 to evaluate options for this intersection which resulted in the selection of a roundabout to best handle the current and future volumes of traffic at this intersection.

DISCUSSION:

The TEAP study concluded that other options have varying levels of benefits and drawbacks including cost and the long and short-term benefits. In the near future, an improvement to the intersection that removes the stop-control will likely need to be considered. A roundabout would be a good solution to handle the geometry of the intersection, reduce traffic delay and work with the corridor that has two roundabouts immediately to the east. A signal may be a lower-cost alternative to handle the traffic, but it will be complicated by the skew of the intersection. There are also safety drawbacks to the signal because they tend to allow for higher speeds and the potential for a serious collision when people don't obey the signal appropriately.

A public meeting was held on September 26th at the Middle School to solicit public input on the proposed roundabout. As a result of the meeting, suggestions were made to examine the impact of moving the proposed roundabout location slightly to the southeast to minimize the impact to the three property owners at the NW segment. Unfortunately, moving the roundabout would result in impacts to three additional property owners. The NW segment simply has the most open green space to relocate the approach leg and accommodate construction. It is unfortunate that three businesses will be impacted, but this option will be the least impactful when considering the entire area. Right of way negotiations and acquisition will be conducted by MODOT through meetings with all affected property owners to negotiate a reasonable price for the property in question. MoDOT also has a relocation program to assist with relocating businesses should that be requested.

10-15-2019

A RESOLUTION APPROVING THE DESIGN OF THE ROUTE M (BROADWAY) AND
HENRY CLAY ROUNDABOUT

WHEREAS, the proposed Route M (Broadway) and Henry Clay Roundabout is an intersection improvement project. The existing intersection is all-way stop-controlled and includes a right-slip-lane in the northeast quadrant. A 2018 traffic engineering assistance program (TEAP) study concluded a roundabout is a viable traffic control option at the Route M (Broadway) Henry Clay intersection. Construction will include a single-lane roundabout, new pavement and sidewalks, storm water improvements, striping and signage; and

WHEREAS, MoDot and the City of Ashland hosted a public hearing on September 26, 2019 regarding proposed improvements to the intersection of Route M (Broadway) and Henry Clay.

WHEREAS, the project is scheduled to be awarded in late 2020, with construction taking place starting in early February 2021.

Now therefore be it resolved by the Board of Aldermen of the City of Ashland, Missouri, as follows:

Section 1. The design of the Route M (Broadway) and Henry Clay roundabout from Bartlett & West attached as Exhibit "A" is approved and adopted.

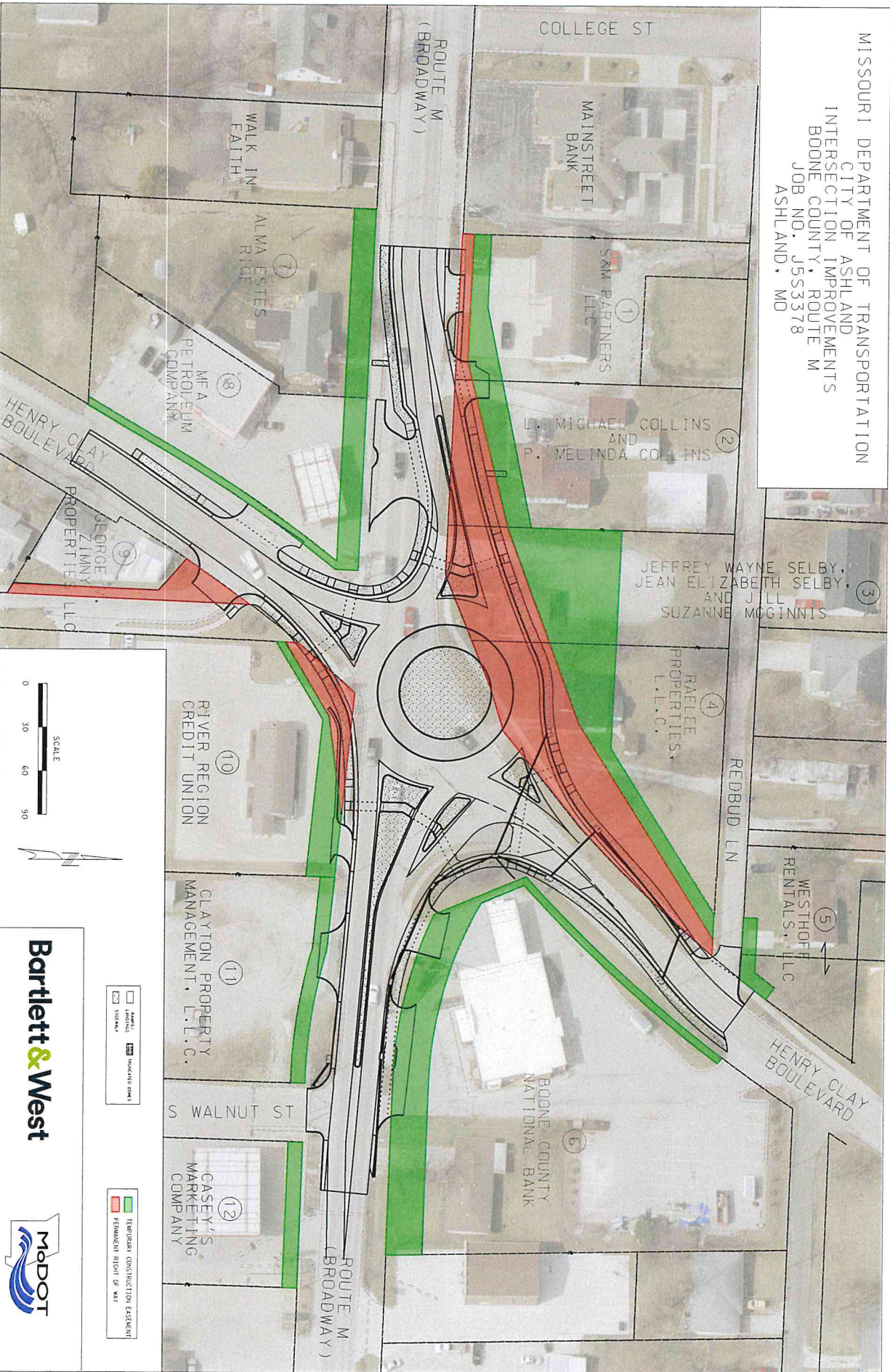
Approved and adopted this _____, day of October 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

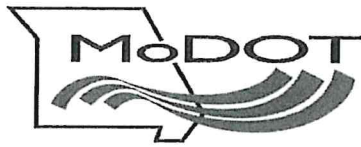
MISSOURI DEPARTMENT OF TRANSPORTATION
 CITY OF ASHLAND
 INTERSECTION IMPROVEMENTS
 BOONE COUNTY, ROUTE M
 JOB NO. J5S3378
 ASHLAND, MO



- LANDSCAPE
- SIDEWALK
- PROPOSED ROAD
- IMPROVED CONSTRUCTION EASTERN
- FUTURE RIGHT OF WAY

Bartlett & West





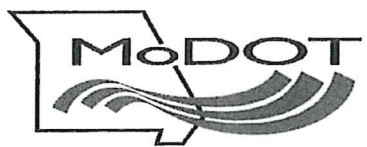
Tell Us What You Think!

Route M (Broadway Street) and Henry Clay Boulevard
Intersection Improvements
Ashland/Boone County
Public Hearing – September 26, 2019

Name BILL RUPPERT
Address FOX HOLLOW FOREST - 4MI WEST OF ASHLAND
Telephone 314-504-4335
E-mail Bill.R.@RUPPERT.COM

Do you have comments about this project? We want to hear them! Please let us know what you think by writing your comments below.

AWESOME - MAKE IT HAPPEN!
FOR THE BENEFIT OF AN ENHANCED
STREETScape, VISUALLY, WOULD BE
~~NICE~~ NICE IF THE SAFETY ISLANDS
WERE PAVED WITH STAMPED CONCRETE
PATTERN OR INTERLOCKING PAVERS
WITH A COLOR COMPLEMENTING
OTHER FUTURE ASHLAND
STREETSLAP ENHANCEMENTS.



Tell Us What You Think!

Route M (Broadway Street) and Henry Clay Boulevard
Intersection Improvements
Ashland/Boone County
Public Hearing – September 26, 2019

Name Galen Wilhoit
Address 3124 W. ~~Edgewood~~ Edgewood Dr., J.C., MO (work)
Telephone 573-635-4185 ext. 5141
E-mail gwilhoit@rrcu.org

Do you have comments about this project? We want to hear them! Please let us know what you think by writing your comments below.

No concerns as presented. Would like to make sure new curb line allows room for egress from ATM where ATM is currently positioned.



Tell Us What You Think!

Route M (Broadway Street) and Henry Clay Boulevard
Intersection Improvements
Ashland/Boone County
Public Hearing – September 26, 2019

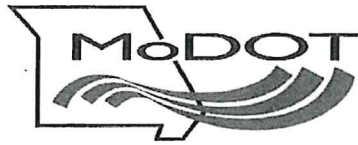
Name Larry Rice
Address 306 E. Broadway
Telephone 573-289-1680
E-mail _____

Do you have comments about this project? We want to hear them! Please let us know what you think by writing your comments below.

The crown on Broadway is so high, it is difficult to open a car door on the passenger side.

How about extending Henry Clay to Salem Church + build an overpass there.

Two designated parking spots for 306 E. Broadway + handicap accessible.



Tell Us What You Think!

Route M (Broadway Street) and Henry Clay Boulevard
Intersection Improvements
Ashland/Boone County
Public Hearing – September 26, 2019

Name Lee Bogan 421 Johnson Hollow
Hagar Hill, KY 41222
Address empty lot at Broadway + Henry Clay -
Telephone 606-789-4644
E-mail _____

Do you have comments about this project? We want to hear them! Please let us know what you think by writing your comments below.

Move the roundabout more south east. All that will impact is a double wide trailer + empty lot - not peoples businesses / livelihood. Current plan makes investment properties worthless!

Traffic lights or a smaller roundabout should be considered.

Please think of the small guy, Ashland residents, instead of the big companies (MFA, bank, etc).



Tell Us What You Think!

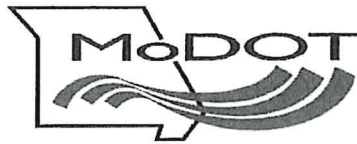
Route M (Broadway Street) and Henry Clay Boulevard
Intersection Improvements
Ashland/Boone County
Public Hearing – September 26, 2019

Name Mike Collins
Address 307 E. Broadway
Telephone 268-6183
E-mail 573mike@gmail.com

Do you have comments about this project? We want to hear them! Please let us know what you think by writing your comments below.

My Property is 307 E Broadway. This current layout is unacceptable. This will impact 3 small businesses and I have a hard time understanding why this roundabout could not be moved South East taking some out of mpp oil + River Regia (which is just temporary trailers currently.) Why not check w/ mpp oil to see if they are possibly moving to East side of Ashland. Why not do a smaller round about or stop lights. This will be a fight with the landowners it is truly affecting when there is obvious other options!

Please leave this form in the comment box or mail to the address shown on the back of this page. You may also send comments via e-mail to comments@modot.mo.gov.



Tell Us What You Think!

Route M (Broadway Street) and Henry Clay Boulevard
Intersection Improvements
Ashland/Boone County
Public Hearing – September 26, 2019

Name

HAIR STUDIO

Address

309 E. BROADWAY

Telephone

573 657 2440

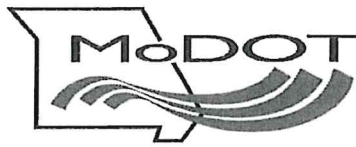
999 2996

E-mail

Do you have comments about this project? We want to hear them! Please let us know what you think by writing your comments below.

- ROUNDABOUT CAN BE STARTED TO THE SOUTHEAST — ON CARWASH LOT AND DOUBLEWIDE BANK. (BANK WMS TO BE TEMPORARY)
- ENGINEERS SEEM TO BE STUCK IN THEIR THINKING — IS THIS JUST FOR APPEASEMENT OF CITIZENS? ("CITY LIKES IT THIS WAY")
- STOPLIGHT !!! REALLY?
- BREAKTIME HAS MENTIONED MOVING — WHY NOT APPROACH THEM?
- SMALLER ROUNDABOUT !!!

Please leave this form in the comment box or mail to the address shown on the back of this page. You may also send comments via e-mail to comments@modot.mo.gov.



Tell Us What You Think!

Route M (Broadway Street) and Henry Clay Boulevard
Intersection Improvements
Ashland/Boone County
Public Hearing – September 26, 2019

Name WAYNE / CAROLYN SELBY
Address 14381 S. CRUMP LANE
Telephone 573 657 2898
E-mail selbee@centurytel.net

Do you have comments about this project? We want to hear them! Please let us know what you think by writing your comments below.

WE OWN HAIR STUDIO -

- Could THIS NOT BE PULLED SOUTH/SOUTHEAST FURTHER?
- How WILL WE HAVE ADEQUATE ACCESS TO OUR COMMERCIAL PROPERTY FROM ~~THE~~ A ONE BACK ALLEY? (NOT ADEQUATE)
- WHY NOT IMPACT AN EMPTY CARWASH (EYESORE) LOT & A BANK THAT COULD BE GONE IN THE NEXT 5 YEARS?

Please leave this form in the comment box or mail to the address shown on the back of this page. You may also send comments via e-mail to comments@modot.mo.gov.



Tell Us What You Think!

Route M (Broadway Street) and Henry Clay Boulevard
Intersection Improvements
Ashland/Boone County
Public Hearing – September 26, 2019

Name Kim Hilgedick - Hair Studio
Address 309 E Broadway Ashland
Telephone 657-2440
E-mail hilgedickk@yahoo.com

Do you have comments about this project? We want to hear them! Please let us know what you think by writing your comments below.

I really don't like roundabouts. I wish there could be a stop light put in, it could run on a solar panel. I am not sure how school traffic will be, coming from 2 sides of town with everyone trying to exit out 1 place.

I feel Ashland would benefit having a second overpass, maybe around Peterson Lane. That way the ~~the~~ south side traffic could take the second exit to Ashland.

If you have to do the round about please build a new building

Please leave this form in the comment box or mail to the address shown on the back of this page. You may also send comments via e-mail to comments@modot.mo.gov.

for Hair Studio, so I don't lose my job. I have been there for 13 yrs it will be hard to go somewhere else

A POLICY RESOLUTION

adopting procedures for soliciting bids and proposals for tax increment financing projects under the Real Property Tax Increment Allocation Act.

WHEREAS, pursuant to Section 99.820.1(3) of the Revised Statutes of Missouri, the City is required to establish written procedures relating to bids and proposals for implementation of redevelopment projects; and

WHEREAS, the City of Ashland has prepared and desires to adopt Procedures for Soliciting Bids and Proposals for Tax Increment Financing Projects (the "RFP Policy").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI, AS FOLLOWS:

SECTION 1. The RFP Policy attached as Exhibit A is approved and adopted.

SECTION 2. City staff and the City's TIF Commission are hereby authorized to take any and all actions as may be deemed necessary to carry out and comply with the RFP Policy.

SECTION 3. This policy resolution shall take effect immediately upon passage by the Board of Aldermen.

Passed and adopted this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

City of Ashland, Missouri

Procedures for Soliciting Bids and Proposals for Tax Increment Financing Projects

Section 99.820.1(3) of the Revised Statutes of Missouri requires the City or the City's Tax Increment Financing Commission (the "Commission") to establish written procedures relating to bids and proposals for implementation of redevelopment projects pursuant to the *Real Property Tax Increment Allocation Act*, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (the "**TIF Act**"). The following procedures (the "**RFP Policy**") are to be followed by the City of Ashland, Missouri and the Commission for soliciting bids and proposals for the implementation of tax increment financing redevelopment projects, in compliance with the TIF Act:

1. It shall be the policy of the City to consider the use of statutory redevelopment incentives for those projects that demonstrate a significant public benefit by eliminating blight or blighting influences, financing desirable public improvements, strengthening the employment and economic base of the City and other taxing jurisdictions, increasing property values, reducing poverty, creating economic stability, and facilitating economic self-sufficiency.
2. The City Administrator shall solicit proposals with respect to the implementation of each proposed redevelopment project, or the several proposed redevelopment projects that are designed to implement a proposed tax increment financing plan.
3. Each request for proposals shall state the primary objectives of the proposed redevelopment area or redevelopment project.
4. Each request for proposals shall provide reasonable opportunity for any person to submit alternative proposals or bids.
5. Each request for proposals shall be mailed to those persons or firms the City Administrator determines might be interested in submitting a bid. In addition, each request for proposals or notice thereof shall be published in a newspaper of general circulation in or serving the City. Each request for proposals shall provide at least 14 days for the submission of a proposal. The City Administrator may extend the time period during which proposals may be accepted.

Exhibit A

6. Each person, business, firm, partnership or other combination of persons or businesses that submits a proposal in response to a request pursuant to this RFP Policy shall be deemed an **“Applicant”**. Each proposal must demonstrate that “but for” the use of tax increment financing, the project is not feasible and would not be completed.
7. Criteria for the selection of proposals will be based on the required elements of a complete tax increment financing plan as set forth in the TIF Act and the City’s TIF Policy. The criteria for selection will include the impact of the proposed project on the City and other taxing jurisdictions, including the projected term for which tax increment financing will be utilized. The City Administrator may establish such additional criteria as it deems appropriate for the selection of bids and proposals, which shall be stated in the request for proposals and shall be consistent with the TIF Act and the City’s TIF Policy.
8. At the option of the City, proposals may be requested in the form of a redevelopment plan which meets the requirements of the TIF Act and addressing the items of information required in this RFP Policy.
9. Each Applicant shall submit a fee of \$10,000 with each proposal (**“Application Fee”**). The Application Fee will be used by the City to pay the costs incurred by the City in the review and evaluation of the application. If multiple proposals are received and only one chosen, those Applicants not chosen shall have the fee returned. At the option of the City and in addition to the Application Fee, an Applicant will be required to enter into a funding agreement with the City with respect to the proposal covering the expenses of the City relating to review and consideration of the proposal, including expenses incurred by the City to engage consultants and special counsel.
10. Each Applicant that has prepared a complete tax increment financing plan and submitted that plan to the City may respond to a request for proposals, issued by the City Administrator pursuant to the RFP Policy, by submitting a written statement to the City which provides that the plan previously prepared and submitted to the City shall serve as the Applicant’s response to the request for proposals.



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: October 15, 2019

Re: Establishing a Broadway Beautification Task Force

EXECUTIVE SUMMARY:

Staff has prepared for Board consideration a Resolution authorizing the formation of a task force to prepare a report outlining needed improvements for the Broadway corridor along with recommended funding sources.

DISCUSSION:

From meetings with numerous stakeholders in the community along with comments from residents in the previous and soon to be updated comprehensive plan, it is clear that there is a need for improvements along the Broadway corridor to make it a welcoming and attractive place for both residents and visitors.

Section 1 of the proposed Resolution describes many of the features that the Task Force should include in their deliberations and recommendations, including public spaces, street lighting, safety, walkability, etc.

The proposed Task Force would consist of 11 members, seven of who would be appointed by the Board and representing a cross-section of property owners, along with additional members appointed by the Chamber of Commerce, SBEDC, Parks Board and the School District.

In addition to the Task Force's work on an improvement plan, they are also charged with recommending the boundaries for the Broadway corridor, along with a plan for funding the proposed improvements.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$0

Long Term Impact: TBD

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation establishing a Broadway Beautification Task Force.

10-15-2019

A RESOLUTION

establishing a Broadway Beautification Task Force.

WHEREAS, the City desires to gather community input for improving the Broadway corridor; and

WHEREAS, the City recognizes the importance of creating an attractive corridor in order to attract and retain dynamic and innovative businesses, employees and investors; and

WHEREAS, the Board of Aldermen desires to create a Broadway Beautification Task Force.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI, AS FOLLOWS:

SECTION 1. There is hereby established a Broadband Beautification Task Force. Its purposes will be to address the following:

- Determine the boundaries for the Broadway Corridor
- Evaluate and recommend ways to improve the corridor, including:
 - Establishing a sense of place
 - Attractiveness
 - Walkability
 - Public Spaces
 - Street Lighting
- Public Safety
- Cleanliness
- Marketing and events
- Designing a street that is safe, vibrant and healthy
- Communicating the importance of the area to Ashland
- Funding for improvements

SECTION 2. The Task Force shall consist of eleven (11) members appointed by the Board of Aldermen including one member appointed by the Ashland Chamber of Commerce, one member appointed by the Southern Boone Economic Development Commission, one member appointed by the Southern Boone School District, one member appointed by the Ashland Parks Board, and seven members appointed by the Board of Aldermen comprised of a cross-section of property owners to represent the following interests: residential, commercial, retail and service providers.

SECTION 3. The Task Force shall be provided staff support by the City for posting meeting notices and recording meeting minutes.

SECTION 4. The Task Force shall make a report to the Board of Aldermen with its findings and recommendations related to the development and implementation of a Broadway Beautification Plan. The Task Force shall be dissolved upon submission of its final report.

This resolution shall be in full force and effect from and after its passage and approval.

Passed this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source:

A handwritten signature in black ink, appearing to read "St Romaine", is written over a horizontal line.

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: October 15, 2019

Re: Purchase Order Module

EXECUTIVE SUMMARY:

The current accounting system was never installed with a module to enable the issuance of Purchase Orders in the system. This purchase would allow for the installation of this module along with the necessary training for staff as well as ongoing support and maintenance.

DISCUSSION:

The installation of the Purchasing Module would allow for budgeted funds to be checked automatically before a purchase is made, something that must be performed manually at the current time.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$3,200.00

Long Term Impact: \$540 Annually (License renewal and product support)

SUGGESTED BOARD ACTION:

Staff recommends Board approval for the purchase of this software.

RESOLUTION 10-15-2019

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT WITH GWORKS

WHEREAS, the City Staff has determined a need for the purchase order module to enable the issuance of purchase orders in the system and would allow budgeted funds to be checked automatically before a purchase is made. The City Staff recommends approval of the purchase order module.

THEREFORE, be it resolved by the Board of Aldermen of the City of Ashland, Missouri as follows:

The Board of Aldermen hereby authorizes the Mayor to execute a software and professional services agreement with Gworks for a purchase order module, as set out in the agreement as attached, Exhibit "A" and made part of this resolution.

Passed and adopted this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

GWORKS
3905 S 148TH ST., SUITE 200
OMAHA, NE 68144-5530

Division and Company: City of Ashland MO
Attention of/Department: Mr. Tony St. Romaine
Street Address: 109 E Broadway
PO Box 135
City, State, Zip Code: Ashland, MO 65010-0135
Contract Preparation Date: 10/07/2019

GIS Workshop, LLC doing business as gWorks (hereafter "gWorks"), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program", and includes the annual updates if indicated below as applicable.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Purchase Orders	1	\$2,000.00	\$2,000.00
Onsite Implementation Service Days*	1.5	\$800.00	\$1,200.00

All Services are billable unless otherwise stated.

NOTE*: The number of implementation service days is estimated. Additional on-site service days are available at the same daily rate plus travel expenses. Additional requested remote services for implementation are available at the rate of \$125.00 per hour with a minimum charge of \$62.50. The travel expenses are billable at cost and are not included in the total. Travel expenses include mileage, meals, lodging, airfare (if applicable), and travel billed at \$25.00 per hour. Mileage will be calculated at the current IRS allowable rate in effect at the time the service is rendered.

SIMPLECITY PROGRAM LICENSE FEE: \$2,000.00 + SERVICES & NON-SIMPLECITY PRODUCTS: \$1,200.00 = **TOTAL INITIAL FEE:** \$3,200.00

Payable As Follows:

On execution of the Agreement, fifty percent of the total purchase price	<u>\$1,600.00</u>	
At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight)	<u>\$1,600.00</u>	
ANNUAL SIMPLICITY LICENSE FEE (ALF):		\$240.00
ANNUAL SIMPLICITY PRODUCT SUPPORT AGREEMENT (PSA):		\$300.00
DURATION OF ALF and PSA: <u>One Year</u> (First year will be prorated through 12/31)		

- PAYMENT.** Customer shall pay gWorks remainder of the one-time Program License Fee on delivery of the program. Customer shall pay gWorks an Annual License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.
- GRANT OF LICENSE.** gWorks grants to Customer a personal, nonassignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement. Customer acquires only the right to use the program and does not acquire any legal or equitable right of ownership in program. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Customer without prior written consent from gWorks. Customer may not reverse engineer or attempt to derive the source code of the program.
- TAXES.** In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if gWorks is assessed, Customer shall promptly reimburse gWorks for any payment made. In the event that a waiver or exemption is available to avoid such an assessment, it shall be Customer's responsibility to apply for such waiver and pay the expense thereof.
- MODIFICATION.** Customer shall inform gWorks in writing of any modifications made by Customer to Customer's computer hardware.
- DELIVERY.** If a delivery date is specified, the program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of gWorks, the date of delivery shall be extended for a period of time equal to the period of delay.
- DUPLICATION.** Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.
- PROPRIETARY RIGHTS.** Customer recognizes that program system, documentation, manuals and other materials supplied by gWorks to Customer are subject to the proprietary rights of gWorks. Customer agrees with gWorks that program documentations and all information or data supplied by gWorks in machine readable forms are trade secrets of gWorks and as such are protected by civil and criminal law and by the law of copyright and are very valuable to gWorks and that their use and disclosure must be carefully and continuously controlled. Customer shall not provide or otherwise make available any licensed program or related materials, in any form, to any other person without prior written consent from gWorks. Upon termination of this Agreement, Customer shall return program and related documents to gWorks.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS

8. LIMITED WARRANTY--LIMITATION AND DISCLAIMER.

a. gWorks provides no warranty with respect to software resold by this agreement, which was developed by another manufacturer. Any warranty of the other manufacturer is assigned to Customer.

b. With respect to software developed by gWorks, gWorks represents and warrants that the software is free from defects and will conform to specifications. gWorks will replace or correct, at gWorks' election and sole expense, any defective portion of the software for a period of 90 days. Customer acknowledges that Customer has reviewed the software, and selected the design and quality of the program and agrees that the software is suitable for Customer's purposes and, in particular, Customer has determined that the software specifications are appropriate for operation in the Customer's environment.

c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. IN NO EVENT WILL GWORKS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF GWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GWORKS' LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO GWORKS IN THE THREE (3) MONTHS PRECEDING A CLAIM OR, IF NO PAYMENTS HAVE BEEN MADE, THE ANNUAL LICENSE FEE FOR THE YEAR IN WHICH THE CLAIM WAS MADE.

e. CUSTOMER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

9. NON-WAIVER. No delay or failure of gWorks in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. gWorks may accept any payments from any person tendering the same without thereby accepting such person as Customer hereunder or waiving any breach of covenant or provision against assignment or transfer by Customer.

10. ASSIGNMENT. gWorks may assign its rights under this Agreement. Customer, upon receiving notice from gWorks of any such assignment, shall abide thereby and make payments as directed. Customer's rights to use program documentation, manuals and other materials supplied by gWorks hereunder shall not be assigned, licensed, or transferred to a successor, affiliate, or any other person, firm, corporation or organization, voluntarily by operation of law, or in any other manner without the prior written consent of gWorks nor shall Customer permit any other person or organization to use program.

11. SEVERABILITY. If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining terms shall have full force and effect.

12. BINDING EFFECT. Customer agrees that this Agreement binds the same to Customer and each of its employees, agents, representatives, and associates.

13. APPLICABLE LAW. This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

14. NOTICE. All notices or communications given or sent to either party, except emergency requests for services, must be in writing and delivered in person or sent by certified mail, return receipt requested, to Customer and gWorks at their designated addresses or such other addresses as either party shall designate in writing.

15. CUSTOMER'S REMEDIES. Customer's remedies in this Agreement are exclusive.

16. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement supersedes all proposals, or written, and oral negotiations, conversations, or discussions, heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instruments submitted by Customer. No agent, employee or representative of gWorks has any authority to bind gWorks to any affirmation, representations or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Customer. This Agreement may not be waived, altered or modified except by written agreement of the parties.

17. EFFECTIVE DATE. This Agreement shall be effective upon the date set forth below when executed by both parties.

18. TERMINATION. gWorks may terminate the rights of Customer under this Agreement in the event of a default by Customer. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Customer acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual Program Update License fees and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Customer (as herein provided) Customer shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Customer shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual Program Update License fees, notwithstanding such termination. Default in respect to payment shall mean the Customer's failure to pay any amount, which is past due, within ten (10) days after written notice to Customer that the payment is delinquent. Default is further defined to include the following; an assignment, sale, mortgage, sublease or sublicense of the program by Customer; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Customer's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Customer shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Customer shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Customer shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Customer shall not have the right to terminate after Customer is in breach of this contract. gWorks shall not be required, under any circumstances, to refund any portion of the One Time Program License Fee or the Annual Program Update License Fee, already paid.

19. INDEMNIFICATION. Customer agrees to indemnify, defend and hold gWorks, its affiliates, directors, officers, employees, independent contractors and agents harmless from and against any and all liability, claims, loss, damage or expense, including but not limited to reasonable attorney's fees ("Loss"), with respect to any claim by any third party arising from (i) Customer's use of the program or (ii) Customer's breach of this Agreement.

20. CUSTOMER DATA. gWorks does not own any of the data, information, or material that Customer submits or enters into, submits, or utilizes with the program ("Customer Data"). Customer, not gWorks, shall have sole responsibility for the accuracy, compliance, quality, integrity, legality and reliability of all Customer Data. IT IS THE CUSTOMER'S RIGHT AND OBLIGATION TO HAVE ITS OWN INDEPENDENT INTERNAL PROCEDURES AND MECHANISMS TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, ORDINANCES, TO SAFEGUARD AGAINST FRAUD, INACCURACIES AND NEGLIGENCE, AND TO ENSURE QUALITY AND RELIABILITY OF CUSTOMER DATA.

THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS AGREEMENT entered into this _____ day of _____ 20_____.

PURCHASER:

(Sign Here) _____

Customer Signature

Print Name: _____

Title: _____

ACCEPTED:

GWORKS

3905 S 148TH ST., SUITE 200

OMAHA, NE 68144

By: _____

Title: _____

Date Accepted: _____



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: October 15, 2019

Re: Resolution Adopting Bids & Proposals for Tax Increment Financing Projects

EXECUTIVE SUMMARY:

Staff has prepared for Board consideration a policy resolution adopting procedures for soliciting bids and proposals for tax increment financing projects.

DISCUSSION:

Section 99.920.1(3) of the Revised Statutes of Missouri requires the City to establish written procedures relating to bids and proposals for soliciting bids and proposals for tax increment financing (TIF) redevelopment projects.

The written procedures are shown as Exhibit A to the attached Policy Resolution. The key elements of the procedures include the following:

- It is the City's policy to consider the use of statutory development incentives for projects that demonstrate a significant public benefit, i.e.
 - Eliminating blight or blighting influences
 - Financing desirable public improvements
 - Strengthening the employment and economic base of the City and other taxing entities
 - Increasing property values
 - Reducing poverty
 - Creating economic stability
- Each applicant will be required to submit a fee of \$10,000 with each proposal. The fee will be used by the City to pay the costs incurred to review the application, including the costs of consultants hired by the City to assist. If selected, the Applicant will also be required to enter into a funding agreement with the City to compensate the City for any additional fees over and above the initial \$10,000.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): 0

Long Term Impact: 0

A POLICY RESOLUTION

adopting procedures for soliciting bids and proposals for tax increment financing projects under the Real Property Tax Increment Allocation Act.

WHEREAS, pursuant to Section 99.820.1(3) of the Revised Statutes of Missouri, the City is required to establish written procedures relating to bids and proposals for implementation of redevelopment projects; and

WHEREAS, the City of Ashland has prepared and desires to adopt Procedures for Soliciting Bids and Proposals for Tax Increment Financing Projects (the "RFP Policy").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI, AS FOLLOWS:

SECTION 1. The RFP Policy attached as Exhibit A is approved and adopted.

SECTION 2. City staff and the City's TIF Commission are hereby authorized to take any and all actions as may be deemed necessary to carry out and comply with the RFP Policy.

SECTION 3. This policy resolution shall take effect immediately upon passage by the Board of Aldermen.

Passed this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

City of Ashland, Missouri

Procedures for Soliciting Bids and Proposals for Tax Increment Financing Projects

Section 99.820.1(3) of the Revised Statutes of Missouri requires the City or the City's Tax Increment Financing Commission (the "Commission") to establish written procedures relating to bids and proposals for implementation of redevelopment projects pursuant to the *Real Property Tax Increment Allocation Act*, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (the "**TIF Act**"). The following procedures (the "**RFP Policy**") are to be followed by the City of Ashland, Missouri and the Commission for soliciting bids and proposals for the implementation of tax increment financing redevelopment projects, in compliance with the TIF Act:

1. It shall be the policy of the City to consider the use of statutory redevelopment incentives for those projects that demonstrate a significant public benefit by eliminating blight or blighting influences, financing desirable public improvements, strengthening the employment and economic base of the City and other taxing jurisdictions, increasing property values, reducing poverty, creating economic stability, and facilitating economic self-sufficiency.
2. The City Administrator shall solicit proposals with respect to the implementation of each proposed redevelopment project, or the several proposed redevelopment projects that are designed to implement a proposed tax increment financing plan.
3. Each request for proposals shall state the primary objectives of the proposed redevelopment area or redevelopment project.
4. Each request for proposals shall provide reasonable opportunity for any person to submit alternative proposals or bids.
5. Each request for proposals shall be mailed to those persons or firms the City Administrator determines might be interested in submitting a bid. In addition, each request for proposals or notice thereof shall be published in a newspaper of general circulation in or serving the City. Each request for proposals shall provide at least 14 days for the submission of a proposal. The City Administrator may extend the time period during which proposals may be accepted.

Exhibit A

6. Each person, business, firm, partnership or other combination of persons or businesses that submits a proposal in response to a request pursuant to this RfP Policy shall be deemed an **“Applicant”**. Each proposal must demonstrate that “but for” the use of tax increment financing, the project is not feasible and would not be completed.
7. Criteria for the selection of proposals will be based on the required elements of a complete tax increment financing plan as set forth in the TIF Act and the City’s TIF Policy. The criteria for selection will include the impact of the proposed project on the City and other taxing jurisdictions, including the projected term for which tax increment financing will be utilized. The City Administrator may establish such additional criteria as it deems appropriate for the selection of bids and proposals, which shall be stated in the request for proposals and shall be consistent with the TIF Act and the City’s TIF Policy.
8. At the option of the City, proposals may be requested in the form of a redevelopment plan which meets the requirements of the TIF Act and addressing the items of information required in this RFP Policy.
9. Each Applicant shall submit a fee of \$10,000 with each proposal (**“Application Fee”**). The Application Fee will be used by the City to pay the costs incurred by the City in the review and evaluation of the application. If multiple proposals are received and only one chosen, those Applicants not chosen shall have the fee returned. At the option of the City and in addition to the Application Fee, an Applicant will be required to enter into a funding agreement with the City with respect to the proposal covering the expenses of the City relating to review and consideration of the proposal, including expenses incurred by the City to engage consultants and special counsel.
10. Each Applicant that has prepared a complete tax increment financing plan and submitted that plan to the City may respond to a request for proposals, issued by the City Administrator pursuant to the RPF Policy, by submitting a written statement to the City which provides that the plan previously prepared and submitted to the City shall serve as the Applicant’s response to the request for proposals.



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: October 15, 2019

Re: Resolution Authorizing an Agreement for Architect Services

EXECUTIVE SUMMARY:

Staff has prepared for Board consideration an agreement with Porter, Berendzen & Associates (PBA) to replace the existing agreement for architectural and engineering services to design a new City Hall.

DISCUSSION:

In January 2019, the Board authorized an agreement with PBA to design a new City Hall on the parcel currently in use by the Police Department at the NW corner of the 63 interchange. The lowest bid was \$500,000 above the estimated budget of \$1,200,000 and as a result all bids were rejected.

The existing contract with PBA would be terminated (80% of the funds already expended) with no additional billings for the remaining work even though more than 80% of the work has already been completed.

With a new opportunity to locate City Hall to a more favorable location on land to be donated to the City, staff is recommending that the original agreement with PBA be terminated, and a new agreement be authorized with PBA to have them design a new City Hall on the donated parcel to better accommodate the City's needs for the next 20-30 years with room for expansion as needed.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$135,000

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation authorizing an agreement with Porter, Berendzen and Associates for architect and engineering services to design a new City Hall.

10-15-2019

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR
ARCHITECT SERVICES WITH PORTER, BERENDZEN & ASSOCIATES, P.C.

WHEREAS, The City Administrator has negotiated a contract and has recommended the City of Ashland enter into an agreement for Architect Services with Porter, Berendzen & Associates, P.C.

THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

SECTION 1. The Board of Aldermen authorizes the Mayor to execute the agreement with Porter, Berendzen & Associates for architect and engineering services to design a new City Hall.

SECTION 2. Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached agreement, which by this reference is incorporated here, as if more fully and completely set out as Exhibit "A".

SECTION 3. This resolution shall be in full force and effect from and after its passage and approval.

Passed this _____ day of _____, 2019.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of October in the year Two Thousand Nineteen.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

The City of Ashland
109 E. Broadway
Ashland, Missouri 65010

and the Architect:

(Name, legal status, address and other information)

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

for the following Project:

(Name, location and detailed description)

New City Hall
Ashland, Missouri
New City Hall will be approximately 7,000 SF and will be located on new site to include, but not be limited to, customer lobby, offices, restrooms, conference rooms, utility drive-up, Board chambers, etc...

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.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

New City Hall located on new site to include, but not be limited to, customer lobby, offices, restrooms and conference rooms, utility drive-up, Board chambers, etc...

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

New Building will be approximately 7,000 SF and location 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.)

Preliminary Cost of Construction is estimated at \$2,200,000. This figure is subject to change as design progresses and budgets are adjusted.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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- .1 Design phase milestone dates, if any:
To be determined.
- .2 Construction commencement date:
To be finalized in the Construction Documents.
- .3 Substantial Completion date or dates:
To be finalized in the Construction Documents.
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Project to be competitively bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To be determined.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Tony St. Romaine, Interim City Administrator
City of Ashland
Ashland, Missouri
Telephone Number: 573-657-9062
Cell Phone: 573-808-1576
(and other representatives as assigned by the City)

§ 1.1.8 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 contact information.)

Board of Alderman, City of Ashland, Missouri

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Topographic survey and geotechnical engineering by owner. To be determined.

.2 Civil Engineer:

To be determined.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jay Berendzen, Architect
Porter, Berendzen & Associates, P.C.
305 E. Broadway, Suite A
Ashland, Missouri 65010
Telephone Number: 573-657-2022

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Taylor Structural Engineering, LLC
3100 Brown Station Rd., Suite A
Columbia, Missouri 65202
Telephone Number: 573-886-0833

.2 Mechanical Engineer:

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Midwest Engineering & Design
3100 Brown Station Rd., Suite C
Columbia, Missouri 65202
Telephone Number: 573-875-0045
Fax Number: 573-875-0046

.3 Electrical Engineer:

Midwest Engineering & Design
3100 Brown Station Rd., Suite C
Columbia, Missouri 65202
Telephone Number: 573-875-0045
Fax Number: 573-875-0046

.4 Civil Engineer:

Allstate Consultants, L.L.C.
3312 LeMone Industrial Blvd.
Columbia, MO 65201
Telephone Number: 573-875-8799

§ 1.1.11.2 Consultants retained under Supplemental Services:

To be determined.

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

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

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party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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. 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 identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, 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.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, 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 and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and 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 shall discuss with the Owner alternative approaches to design and construction of the Project. 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, 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. 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

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include some combination of study models, perspective sketches, or digital representations. 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 sustainable 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 more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider 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 program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 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, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents 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 other appropriate elements. 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 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 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. 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, 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 in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 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 A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner 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, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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 4.2.3, 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. 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the 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, 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 either the Owner or Contractor. 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 endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and 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 A201-2017, 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 the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a 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 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.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals 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 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 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect 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 the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order 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. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner 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 Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, 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 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 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 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	NP
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	NP

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Additional Services shall be negotiated and agreed upon between Owner and Architect. Any Agreement shall be made in writing.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Additional Services shall be negotiated and agreed upon between Owner and Architect. Any Agreement shall be made in writing.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional Services until the Architect receives the Owner's written authorization:

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .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;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 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 Every two weeks on average () visits to the site by the Architect during construction
- .3 Two (2) 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 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, 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 update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 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.

§ 5.4 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. 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 other 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.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include 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.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. 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 Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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

ARTICLE 6 COST OF THE WORK

§ 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 contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

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- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

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dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 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 A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

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date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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§ 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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

§ 9.9 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 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, 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.

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§ 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. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Compensation for Basic Services shall be Calculated based on the Cost of Work and shall be as follows:

For small projects of Five Hundred Thousand Dollars (\$500,000.00) or less, the Architect's fee shall be Nine Percent (9%) of the Cost of Work or as negotiated with the Owner at an hourly rate.

For Projects greater than Five Hundred Thousand Dollars (\$500,000.00) but less than One Million Dollars (\$1,000,000.00), the Architect's fee shall be Eight Percent (8%) of the Cost of Work.

For large projects the Architect's fees shall be Eight Percent (8%) of the first Five Hundred Thousand Dollars (\$500,000.00), Seven Percent (7%) of the next Five Hundred Thousand Dollars (\$500,000.00), Six Percent (6%) of the Cost of Work of the next One Million Dollars (\$1,000,000.00) and Five Percent (5%) of the Cost of Work that exceeds Two Million Dollars (\$2,000,000.00).

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For un-accepted Alternates and/or un-accepted Change Orders (required designed services) for the Project, the Architect's Fees shall be through the Bidding or Negotiation (Procurement) Phase as listed below (see para. 11.5 below).

The Cost of Work shall be based on the amount of the Contract awarded to the Contractor, plus any approved Change Orders. For un-accepted Alternates to the Project, the Cost of Work shall be the amount of the Bid for the un-accepted Alternates of the Contractor on the Job.

When Multiple Projects (separate bids and separate contracts) are covered by this Agreement, the basis for compensation described will apply to each individual Project and not the sum of all Projects

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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 11.7 below.

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

As set forth in 11.7 below.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of 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	%)
Procurement Phase	Ten	percent (10	%)
Construction Phase	Ten	percent (10	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. 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 are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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User Notes:

(1265256794)

Employee or Category	Rate (\$0.00)
Architect	\$100.00
CAD Operator	\$80.00
Clerical	\$60.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents for bidding only;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project (with Owner approval);
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of One Thousand Dollars (\$ 1,000.00) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) 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 Bank of America of the time payment is due.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect shall not be held responsible for actions, misinformation, delays or errors to the extent caused by the Owner or the Owner's Employees, Agents, Contractors or of other Consultants, or by the actions of a governing or reviewing authority which are beyond the control or reasonable anticipation of the Architect or its consultants. The Architect agrees to perform its services in accordance with a schedule to be mutually agreeable to the parties of the agreement and in manner which complies the applicable federal, state and local laws, statutes, ordinance, codes, rules and regulations.

§ 12.2 Nothing in the agreement will hold the Architect responsible for any existing conditions in an existing building or in existing compliance to any and all applicable laws, statutes, ordinances, codes, orders, rules and regulations in force prior to the date of this agreement or the date of the development of the design documents. Any condition that is brought to the attention of the Architect or is discovered during the development of the documents or construction of the project will be submitted in writing to the Owner for their review and a method of resolving the condition or conditions will be proposed and mutually agreed upon by all affected parties.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER (Signature)

Gene Rhorer, Mayor
City of Ashland, Missouri

(Printed name and title)



ARCHITECT (Signature)

Jay D. Berendzen, Architect
Porter, Berendzen & Associates, P.C.

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

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