



Outlook

Headquarters Renovation - Approve Design-Build Contract with PCE - Item (K)(1)

From Jesse Stephens <JStephens@bcrsd.com>

Date Wed 1/14/2026 5:44 PM

To Jesse Stephens <JStephens@bcrsd.com>

Dear Board of Trustees,

The following contract has been reviewed by both parties and by District legal counsel. I'm seeking a motion to allow the Executive Director to execute the attached contract for the design-build renovation of the headquarters facility at 1314 N. 7th Street with PCE.



Jesse Stephens, PE - Executive Director

Boone County Regional Sewer District (BCRSD)

1314 N. 7th St., Columbia, MO 65201

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ConsensusDocs® 415

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER (Lump Sum Price)

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. DESIGN-BUILDER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. CONTRACT TIME
7. CONTRACT PRICE
8. CHANGES IN THE WORK
9. PAYMENT
10. INDEMNITY, INSURANCE, AND BONDS
11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
12. DISPUTE MITIGATION OR RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

This Agreement is made this 21st Day of January in the year 2026, by and between the

OWNER: Boone County Regional Sewer District
1314 N 7th St
Columbia, MO 65201

and the

DESIGN-BUILDER: Professional Contractors & Engineers, Inc. dba PCE Construction
5900-C North Tower Drive
Columbia, MO 65202

for services in connection with the following:

PROJECT: Boone County Regional Sewer District Headquarters Renovation
1314 N 7th St
Columbia, MO 65201

ARTICLE 2 GENERAL PROVISIONS

2.1 TEAM RELATIONSHIP Each Party agrees to act on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Neither Design-Builder nor any of its agents or employees shall act on behalf of or in the name of Owner unless authorized in writing by Owner's Representative.



2.2 ETHICS Each Party shall avoid conflicts of interest and promptly disclose to the other Party any conflicts of interest. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, Design Professional, Subcontractors, Subsubcontractors, Suppliers, or Others, to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Design-Builder shall furnish architectural and engineering services ("Services") by Design-Builder's licensed employees or procure such Services from a licensed, independent design professional retained by Design-Builder. The person or entity providing Services shall be referred to as Design Professional. If Design Professional is an independent design professional, the Services shall be procured pursuant to a ConsensusDocs 420 Standard Agreement Between Design-Builder and Design Professional or a similar separate agreement. The Design Professional for the Project shall be Jason Tegerdine with Simon Associates Inc.

2.3.1 STANDARD OF CARE Design Professional shall furnish and provide Services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project. The Services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, and complexity, during the time in which the Services are provided.

2.4 DEFINITIONS

2.4.1 "Agreement" means this ConsensusDocs 415 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Lump Sum Price), as modified, amendments, exhibits, addenda, and attachments made part of this Agreement upon its execution. The following exhibits are made part of this agreement:

Exhibit A: The Work: Design build services for the renovation of the existing BCRSD facility located at 1314 N 7th Street. This project is an interior renovation intended to improve the functionality of the office space. Design build services will include design, permitting, and construction of interior and exterior renovation work as required by code and final scope per owner. Conceptual drawings are included for reference. Preliminary Architectural and Civil plans, six (6) page(s).

2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.3 A "Change Order" is a written order signed by Owner and Design-Builder after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by Design-Builder and accepted by Owner.

2.4.4 "Construction Schedule" is the document prepared by Design-Builder that specifies the dates on which Design-Builder plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from Owner.

2.4.5 The "Contract Documents" consist of those documents identified in §14.1.

2.4.6 The "Contract Time" is the period between the Date of Commencement and total time authorized to achieve Final Completion.

2.4.7 "Day" means calendar day.

2.4.8 "Date of Commencement" is as provided for in §6.1.



2.4.9 “Defective Work” is any portion of the Work not in conformance to the requirements of the Contract Documents.

2.4.10 “Final Completion” occurs on the date when Design-Builder’s obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable.

2.4.11 A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up.

2.4.12 “Interim Directive” is any written order containing Work instructions that is signed by Owner after execution of this Agreement and before Substantial Completion to the Work directed by Owner.

2.4.13 “Law” means a federal, state, or local law, ordinance, code, rule, or regulation applicable to the Work with which Design-Builder must comply that is enacted as of the Agreement date.

2.4.14 “Others” means Owner’s other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.4.15 “Overhead” shall mean (a) payroll costs and other compensation of Design-Builder’s employees in Design-Builder’s principal and branch offices; (b) general and administrative expenses of Design-Builder’s principal and branch offices including charges against Design-Builder for delinquent payments; and (c) Design-Builder’s capital expenses, including interest on capital used for the Work.

2.4.16 The “Owner” is the person or entity identified in ARTICLE 1, and includes Owner’s representative.

2.4.17 The “Owner’s Program” is a description of Owner’s objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Schematic Design Documents which shall include drawings, outline specifications, and other conceptual documents illustrating the Project’s basic elements, scale, and their relationship to the Worksite.

2.4.18 The “Parties” are collectively Owner and Design-Builder.

2.4.19 The “Project,” as identified in ARTICLE 1, is the building, facility, or other improvements for which Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by Owner or Others.

2.4.20 “Project schedule” A schedule that shows the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner’s Program. The Project includes the Construction Schedule and is coordinated with design phase service activities.

2.4.21 A “Subcontractor” is a person or entity retained by Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or any separate contractor employed by Owner or any separate contractor’s subcontractors.

2.4.22 “Substantial Completion” of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for



Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Design-Builders control. This date shall be confirmed by a certificate of Substantial Completion signed by The Parties.

2.4.23 A "Subsubcontractor" is a party or entity who has an agreement with a Subcontractor or other Subsubcontractor, or Supplier to perform any portion of the Work or to supply material or equipment.

2.4.24 A "Supplier" is a person or entity retained by Design-Builders to provide material and equipment for the Work.

2.4.25 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.26 The "Work" is the design services procured in accordance with §3.1, the construction services provided in accordance with §3.2, additional services in accordance with §3.11, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.27 "Worksite" means the geographical area of the Project location mentioned in ARTICLE 1 where the Work is to be performed

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

3.1 DESIGN SERVICES Pursuant to a mutually agreeable schedule, Design-Builders shall submit for Owners written approval, as applicable, Design Development Documents or Construction Documents, based on the Contract Documents in existence at the time of the execution of this Agreement or any further development of Contract Documents that have been approved in writing by Owner.

3.1.1 If required, the Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. Any changes in the Work contained in the Design Development Documents approved by Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion.

3.1.2 CONSTRUCTION DOCUMENTS The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon and compliant with all codes, laws, or regulations enacted at the time of their preparation. Any changes in the Work contained in the Construction Documents approved by Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion. Construction shall be in accordance with the approved Construction Documents. One set of these documents shall be furnished to Owner before commencing construction.

3.1.3 CHANGES TO DOCUMENTS Changes to Design Development Documents, Construction Documents, or any documents in existence at the time of the execution of this Agreement, after they have been approved by the Owner, Design-Builders, and governmental authorities, and which are due to causes beyond the control of the Design Professional shall be paid for as Additional Services to the Design Professional, above and beyond the initial price for Basic Services as outlined in the Design Professional's agreement with the Design-Builders. Other additional services may also apply as detailed in the Design Professional's agreement. Any additional cost payable to the Design



Professional shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price, the Date of Substantial Completion and/or the Date of Final Completion.

3.1.4 OWNERSHIP OF DOCUMENTS

3.1.4.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information ("Documents") prepared, provided, or procured by Design-Builder, its Design Professional, Subcontractors, or consultants and distributed to Owner for this Project, upon the making of final payment to Design-Builder or in the event of termination under ARTICLE 11, upon payment for all sums due to Design-Builder pursuant to ARTICLE 11. Owner's acquisition of the copyright shall be subject to Owner's making of all payments required by this Agreement.

3.1.4.2 COPYRIGHT The Parties agree that Owner shall/ shall not obtain ownership of the copyright of all Documents. Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by §3.1.3.1 and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with Design-Builder.

3.1.4.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 11, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under §3.1.3.1, provided payment has been made pursuant to §3.1.3.1.

3.1.4.4 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Owner's use of the Documents without Design-Builder's involvement or on other projects is at Owner's sole risk, except for Design-Builder's indemnification obligations, and Owner shall indemnify and hold harmless Design-Builder, its Design Professional, Subcontractors, and consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such prohibited use.

3.1.4.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where Design-Builder has transferred its copyright interest in the Documents under §3.1.3.1, Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.4.6 Design-Builder shall obtain from its Design Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by Design-Builder to Owner in this Agreement, and Design-Builder shall provide evidence that such rights have been secured.

3.2 CONSTRUCTION SERVICES

3.2.1 Construction will commence upon the issuance by Owner of a written notice to proceed.



3.2.2 In order to complete the Work, Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.

3.2.3 COMPLIANCE WITH LAW Design-Builder shall give all notices and comply with all Laws at its own costs. Design-Builder shall be liable to Owner for all loss, cost, and expense attributable to any acts or omissions by Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including Owner, is received.

3.2.3.1 CHANGES IN LAW The Contract Price or Contract Time, or both shall be equitably adjusted by Change Order for additional costs or time needed resulting from any change in Law, including increased taxes, enacted after the date of this Agreement

3.2.4 Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from Owner. It shall be revised as required by the conditions of the Work.

3.2.5 Design-Builder shall obtain and Owner shall pay for the building permits necessary for the construction of the Project. If the cost of the building permits is not included in the contract price, it shall be added by Change Order.

3.2.6 Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. Owner shall be afforded access to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

3.2.7 Design-Builder shall provide periodic written reports to Owner on the progress of the Work in such detail as is required by Owner and as agreed to by the Parties.

3.2.8 Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.2.9 Design-Builder shall prepare and submit to Owner either final marked up as-built drawings, updated electronic data, or both, that generally document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to this Agreement.

3.3 CONSTRUCTION SCHEDULE Design-Builder shall prepare and submit a Schedule of Work for Owner's acceptance and written approval. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from Owner. The Schedule shall be revised on a monthly basis or as mutually agreed by the Parties.

3.4 SAFETY OF PERSONS AND PROPERTY



3.4.1 SAFETY PRECAUTIONS AND PROGRAMS Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

3.4.2 Design-Builder shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.4.2.1 its employees and other persons at the Worksite;

3.4.2.2 materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.4.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.4.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE Design-Builder shall designate an individual at the Worksite in the employ of Design-Builder who shall act as Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by Design-Builder in writing to Owner, the designated safety representative shall be Design-Builder's project superintendent. Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to Owner. When Design-Builder is required to file an accident report with a public authority, Design-Builder shall furnish a copy of the report to Owner.

3.4.4 Design-Builder shall provide Owner with copies of all notices required of Design-Builder by Law. Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.4.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Design-Builder, or anyone for whose acts Design-Builder may be liable, shall be promptly remedied by Design-Builder. Damage or loss attributable to the acts or omissions of Owner or Others and not to Design-Builder shall be promptly remedied by Owner.

3.4.6 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Design-Builder's safety program, may require Design-Builder to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Design-Builder does not adopt corrective measures, Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. Design-Builder agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion based on Design-Builder's compliance with Owner's reasonable request.

3.5 EMERGENCIES In any emergency affecting the safety of persons or property, Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Substantial Completion, or the Date of Final Completion, on account of emergency work shall be determined as a Change Order.

3.6 HAZARDOUS MATERIAL

3.6.1 Design-Builder shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency.



3.6.2 If after commencing the Work, Hazardous Material is discovered at the Project, Design-Builder shall be entitled to immediately stop Work in the affected area. Design-Builder shall report the condition to Owner and, if required, the government agency with jurisdiction.

3.6.3 Design-Builder shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction. Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.6.4 If Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the date of Substantial Completion.

3.6.5 To the extent not caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall indemnify and hold harmless Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to §6.5, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.6.6 Whether obtained by Design-Builder, Subcontractors, Owner or Others, Design-Builder is responsible to make Safety Data Sheets (SDS) pertaining to materials or substances used or consumed in the performance of the Work available to Owner and Subcontractors, and Others.

3.6.7 During Design-Builder's performance of the Work, Design-Builder shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Design-Builder. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Design-Builder if such materials or substances are required by the Contract Documents.

3.6.8 §3.6 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.7 WARRANTY

3.7.1 Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion.

3.7.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems, or materials incorporated in the Work are specified by Owner but purchased by Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by Design-Builder, Design-Builder shall assist Owner in pursuing warranty claims.



3.7.3 Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to Owner.

3.7.4 Design-Builder shall collect all written warranties and equipment manuals and deliver them to Owner in a format directed by Owner.

3.7.5 With the assistance of Owner's maintenance personnel, Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.8 CORRECTION OF WORK WITHIN ONE YEAR

3.8.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, if any Defective Work is found, Owner shall promptly notify Design-Builder in writing. Unless Owner provides written acceptance of the condition, Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Design-Builder or give Design-Builder an opportunity to test or correct Defective Work as reasonably requested by Design-Builder, Owner waives Design-Builder's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.8.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of Work is complete. Correction periods shall not be extended by corrective work performed by Design-Builder.

3.8.3 If Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall pay the difference to Owner.

3.8.4 Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Design-Builder and allow Design-Builder an opportunity to correct the Work if Design-Builder elects to do so. If Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Design-Builder does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Design-Builder, Owner shall promptly provide Design-Builder with an accounting of the correction costs it incurs.

3.8.5 If Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.

3.8.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Design-Builder's other obligations under the Contract Documents.



3.8.7 Before final payment, at Owner's option and with Design-Builder's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.9 CONFIDENTIALITY Design-Builder shall treat as confidential and not disclose to third-persons, except Subcontractors, Subsubcontractors, and Design Professional as is necessary for the performance of the Work, or use for its own benefit any of Owner's developments, confidential information, know-how, discoveries, production methods, and the like that may be disclosed to Design-Builder or which Design-Builder may acquire in connection with the Work. Subject to the requirements of the Missouri Sunshine Law contained in Chapter 610 of the Revised Statutes of Missouri, Owner shall treat as confidential information all of Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to Owner in connection with the performance of this Agreement. The Parties shall each specify those items to be treated as confidential and shall mark them as "Confidential." Confidentiality obligations do not supersede compulsion by Law, specifically including but not limited to the Missouri Sunshine Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

3.10 ADDITIONAL SERVICES Design-Builder shall provide or procure the following additional services upon the request of Owner. A written agreement between the Parties shall define the extent of such additional services. Such additional services shall be considered a Change in the Work, unless they are specifically included in §3.1 or §3.2.

3.10.1 Assisting in developing the Owner's Program, establishing the Project budget, investigating sources of financing, general business planning, and other information and documentation as may be required to establish the feasibility of the Project;

3.10.2 Consultations, negotiations, and documentation supporting the procurement of Project financing;

3.10.3 Surveys, site evaluations, legal descriptions, and aerial photographs;

3.10.4 Appraisals of existing equipment, existing properties, new equipment, and developed properties;

3.10.5 Soils, subsurface, and environmental studies, reports, and investigations required for submission to governmental authorities or others having jurisdiction over the Project;

3.10.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits;

3.10.7 Investigation or making measured drawings of existing conditions or the verification of Owner-provided drawings and information;

3.10.8 Artistic renderings, models, and mockups of the Project or any part of the Project or the Work;

3.10.9 Inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Project;

3.10.10 Interior design and related services including procurement and placement of furniture, furnishings, artwork, and decorations;

3.10.11 Making revisions to design documents after they have been approved by Owner when revisions are due to causes beyond the control of Design-Builder. Causes beyond the control of



Design-Builder do not include acts or omissions on the part of Subcontractors, Subsubcontractors, or Design Professional;

3.10.12 Design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained, or work to be performed, by Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems, and other specialty systems which are not a part of this Agreement;

3.10.13 Estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of Design-Builder;

3.10.14 The premium portion of overtime work ordered by Owner including productivity impact costs, other than that required by Design-Builder to maintain the Schedule of Work;

3.10.15 Out-of-town travel by Design Professional in connection with the Work, except between Design Professional's office, Design-Builder's office, Owner's office, and the Project site;

3.10.16 Obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial startup;

3.10.17 Services for tenant or rental spaces not required by this Agreement;

3.10.18 Services requested by Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice;

3.10.19 Except when Design Professional is a party to the proceeding, serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project;

3.10.20 Document reproduction exceeding the limits provided for in this Agreement; 3.10.21

Providing services relating to Hazardous Material discovered at the Worksite;

3.10.22 Acting as a Green Building Facilitator as identified in the ConsensusDocs 310 Green Building Addendum or separate addenda, which, at a minimum, shall include: (a) coordinating and facilitating the achievement of elected green measures and green status, such as achieving Leadership in Energy and Environmental Design "LEED" certification; (b) identifying, preparing, and submitting necessary documentation for elected green status; and (c) identifying project participants responsible to complete physical and procedural green measures;

3.10.23 Performing formal commissioning services; and

3.10.24 Other services as agreed to by the Parties and identified in an attached exhibit.

3.11 DESIGN-BUILDER'S REPRESENTATIVE Design-Builder shall designate a person who shall be Design-Builder's authorized representative. Design-Builder's Representative is Steven Stepanovic.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of Design-Builder, Owner shall provide Design-Builder evidence of Project financing. Evidence of such



financing shall be a condition precedent to Design-Builder's commencing or continuing the Work. Design-Builder shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, Owner shall provide at Owner's expense and with reasonable promptness:

4.3.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Design-Builder which are required for Design-Builder's performance of the Work and under Owner's control.

4.4 MECHANIC'S AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Design-Builder's written request, Owner shall provide Design-Builder with the information necessary to give notice of or enforce mechanic's lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the record legal title.

4.5 RESPONSIBILITIES DURING DESIGN

4.5.1 Owner shall review and timely approve, reject, or respond appropriately as set forth in ARTICLE 3.

4.6 RESPONSIBILITIES DURING CONSTRUCTION

4.6.1 Owner shall review the Construction Schedule, timely approve milestone dates set forth, and timely respond to its obligations.

4.6.2 If Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, Owner shall give prompt written notice to Design-Builder. The failure of Owner to give such notice shall not relieve Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.6.3 Owner shall have no contractual obligations to Subcontractors, suppliers, or Design Professional.

4.7 TAX EXEMPTION If in accordance with Owner's direction Design-Builder claims an exemption for taxes, Owner shall indemnify and hold Design-Builder harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's direction.

4.8 ELECTRONIC DOCUMENTS Owner, Design Professional and Design-Builder may exchange documents and data in electronic or digital form, and agree any such documents that are exchanged electronically, including this Agreement, are deemed to be "in writing".



4.9 Owner's Representative is _____. Owner's representative shall: (a) be fully acquainted with the Project; (b) agree to furnish the information and services required of Owner in a timely manner; and (c) have the authority to bind Owner in all matters requiring Owner's approval, authorization or written notice. If Owner changes its representative or the representative's authority as listed above, Owner shall notify Design-Builder in writing in advance.

ARTICLE 5 SUBCONTRACTS

5.1 RETAINING SUBCONTRACTORS Design-Builder must receive Owner's consent prior to engaging any Subcontractor, and Design-Builder shall not retain any Subcontractor or Supplier to whom Owner has a reasonable and timely objection, provided that Design-Builder may request a Change Order as described in Section 8.1 for any additional costs incurred by Design-Builder as a result of such objection. Owner's consent for Subcontractors shall not be unreasonably withheld. Owner may propose subcontractors to be considered by Design-Builder. Design-Builder shall not be required to retain any subcontractor to whom Design-Builder has a reasonable objection.

5.2 MANAGEMENT OF SUBCONTRACTORS Design-Builder shall be responsible for the management of Subcontractors in the performance of their work.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS

5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by Design-Builder to Owner, subject to the prior rights of any surety, provided that:

5.3.1.1 this Agreement is terminated by Owner pursuant to §11.2 or §11.3; and

5.3.1.2 Owner accepts such assignment, after termination by notifying the Subcontractor and Design-Builder in writing, and assumes all rights and obligations of Design-Builder pursuant to each subcontract or supply agreement.

5.3.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

5.4 BINDING OF SUBCONTRACTORS AND SUPPLIERS Design-Builder agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its Subcontractors and significant Suppliers) to all the provisions of this Agreement and the Contract Documents' applicable provisions to that portion of the Work.

ARTICLE 6 CONTRACT TIME

DATE OF COMMENCEMENT The Date of Commencement shall be set forth by the Owner in a Notice to Proceed to be provided to Design-Builder. The Work shall proceed in general accordance with the Project Schedule which may be amended in accordance with this Agreement.

6.1 ESTIMATED COMPLETION/FINAL COMPLETION

6.1.1 Estimated Completion of the Work shall be August 1, 2026. Unless otherwise specified, the Work shall be finally complete within Seven (7) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regards to the obligations of the Contract Documents.

6.1.3 The Date of Final Completion of the Work is within Seven (7) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.



6.1.4 Unless otherwise instructed by an Interim Directive, Design-Builder shall not knowingly commence the Work before the effective date of insurance required to be provided by Design-Builder.

6.2 DELAYS AND EXTENSIONS OF TIME

6.2.1 If Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Design-Builder, Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of Design-Builder include, but are not limited to, the following: (a) acts or omissions of Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Design-Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics and pandemics; (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 8.

6.2.2 In addition, if Design-Builder incurs additional costs as a result of a delay that is caused by acts or omissions of Owner or Others, changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by Design-Builder or concealed or unknown conditions, delay authorized by Owner pending dispute resolution, and suspension by Owner under ARTICLE 11, Design-Builder shall be entitled to an equitable adjustment in the Contract Price subject to §6.5. If Owner incurs additional costs as a result of a delay for reasons other than described in the preceding sentence, Design-Builder shall be liable to Owner for such costs and damages, including but not limited to additional rental expenses incurred by Owner due to the delay.

6.2.3 In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays

6.3 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Excluding losses covered by insurance required by the Contract Documents, Owner and Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency.

6.3.1 The following items of damages are excluded from this mutual waiver: rental expenses incurred due to delay in completion of Work.

6.3.2 The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. Owner and Design-Builder shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 CONTRACT PRICE

The Contract Price is **Three Hundred Eighty-Four Thousand Five Hundred Seventy-Eight and NO/100's Dollars (\$384,578.00)** subject to adjustment as provided in ARTICLE 8.

ARTICLE 8 CHANGES IN THE WORK



Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Interim Directive, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1 CHANGE ORDERS

8.1.1 Design-Builder may request or Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Substantial Completion or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design services.

8.1.2 The Parties shall negotiate an appropriate adjustment to Contract Price or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

8.1.3 NO OBLIGATION TO PERFORM Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Interim Directive has been issued.

8.2 INTERIM DIRECTIVE

8.2.1 Owner may issue an Interim Directive directing a change in the Work before agreeing on an adjustment, if any, in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services or directing Design-Builder to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Design-Builder shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

8.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of Interim Directive. As the changed work is completed, the Design Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) Days of the issuance of the Interim Directive. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work.

8.2.3 If the Parties agree upon the adjustments in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives issued since the last Change Order.

8.3 MINOR CHANGES IN THE WORK

8.3.1 Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or



systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.3.2 Design-Builder shall promptly inform Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by Design-Builder.

8.4 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Design-Builder shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Design-Builder is to proceed. Design-Builder shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this ARTICLE 8.

8.5 DETERMINATION OF COST

8.5.1 An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

8.5.1.1 unit prices set forth in this Agreement or as subsequently

agreed; 8.5.1.2 a mutually accepted, itemized lump sum; or

8.5.1.3 COST OF THE WORK Cost of the Work as defined by this §8.5.1.3 plus 10% for Overhead and 10% for profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work:

8.5.1.3.1 Labor wages directly employed by Design-Builder performing the Work;

8.5.1.3.2 Salaries of Design-Builder's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory and administrative employees from the principal or branch office performing services directly for the Project and others as mutually agreed by the Parties in writing;

8.5.1.3.3 Cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Design-Builder's standard personnel policy, insofar as such costs are paid to employees of Design-Builder who are included in the Cost of the Work in §8.5.1.3.1 and §8.5.1.3.2;

8.5.1.3.4 Reasonable transportation, travel, and hotel expenses of Design-Builder's personnel incurred in connection with the Work;

8.5.1.3.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;

8.5.1.3.6 Payments made by Design-Builder to Subcontractors for performed Work;



8.5.1.3.7 Fees and expenses for design services procured or furnished by Design-Builder;

8.5.1.3.8 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of Design-Builder;

8.5.1.3.9 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Design-Builder or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Design-Builder or its affiliates, subsidiaries, or related parties shall be reimbursed at the Design-Builder's standard rental rates;

8.5.1.3.10 Cost of the premiums for all insurance and surety bonds which Design-Builder is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.5.1.3.11 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Design-Builder is liable;

8.5.1.3.12 Permits, fees, licenses, tests, and royalties;

8.5.1.3.13 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work, provided that such did not arise from Design-Builder's negligence;

8.5.1.3.14 Water, power, and fuel costs necessary for the changed Work;

8.5.1.3.15 Cost of removal of all nonhazardous substances, debris, and waste materials;

8.5.1.3.16 Costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the changed Work;

8.5.1.3.17 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Design-Builder, all cash discounts shall accrue to Design-Builder. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;

8.5.1.3.18 COST REPORTING Design-Builder shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access to Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to requested payment for Cost of the Work. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by Law;



8.5.1.3.19 COST AND SCHEDULE ESTIMATES Design-Builder shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy.

8.5.1.3.20 Cost of the Work pursuant to §8.5.1.3 is determined net of savings from the change. Design-Builder's Overhead and profit shall be added to any net increase in Cost of the Work. No Overhead and profit shall be applied to any net decrease in the Cost of the Work that is less than ten (10) percent of the Contract Price. Overhead and profit shall be applied to any net decrease ten (10) percent or more. Design-Builder shall maintain a documented, itemized accounting evidencing expenses and savings.

8.5.2 If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design-Builder, such unit prices shall be equitably adjusted.

8.5.3 If Owner and Design-Builder disagree as to whether work required by Owner is within the scope of the Work, Design-Builder shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations. If Owner issues a written order for Design-Builder to proceed, Design-Builder shall perform the disputed work and Owner shall pay Design-Builder fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.6 CHANGES NOTICE For any claim for an increase in the Contract Price or an extension in the Date of Substantial Completion or the Date of Final Completion, Design-Builder shall give Owner written notice of the claim within twenty-one (21) Days after the occurrence giving rise to the claim or within twenty-one (21) Days after Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by Owner, but which do not proceed, shall be made within twenty-one (21) Days after the decision is made not to proceed. Thereafter, Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Design-Builder's claim no later than fourteen (14) Days after receipt of Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of Design-Builder's claim. Any change in Contract Price or the Date of Substantial Completion or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

8.7 INCIDENTAL CHANGES Owner may direct Design-Builder to perform incidental changes in the Work upon concurrence with Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Design-Builder. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1 PROGRESS PAYMENT



9.1.1 Before submitting the first application for payment, Design-Builder shall provide a Schedule of Values satisfactory to Owner, consisting of a breakdown of the Contract Price, with a separate line item for Design services.

9.1.2 On or before the mutually agreed upon Day of each month after the Work has commenced, Design-Builder shall submit to Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by Design-Builder of bills of sale and applicable insurance or such other procedures satisfactory to Owner to establish Owner's title to such materials, or otherwise to protect Owner's interest including transportation to the site.

9.1.3 Within seven (7) Days after receipt of each monthly application for payment, Owner shall give written notice to Design-Builder of Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after receipt of such Application, Owner shall pay directly to Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If Owner and Design-Builder cannot agree on a revised amount, then, within fifteen (15) Days after its initial rejection in part of such application, Owner shall pay directly to Design-Builder the appropriate amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

9.1.4 If Owner fails to pay Design-Builder at the time payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

9.1.5 Payments due pursuant to 9.1.3, bear interest from the day payment is due at the rate of 1.5% per month (18% per annum).

9.1.6 Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to Owner upon receipt of such payment by Design-Builder free and clear of all liens, claims, security interests, or encumbrances, ("liens").

9.1.7 Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

9.1.8 Upon Substantial Completion of the Work, Owner shall pay Design-Builder the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of Design-Builder's estimated cost of completing any unfinished items as agreed to between the Parties as to extent and time for completion. Owner thereafter shall pay Design-Builder monthly the amount retained for unfinished items as each item is completed.

9.1.9 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to



such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the site.

9.2 RETAINAGE From each progress payment made before the time of Substantial Completion, Owner may retain **five percent (5%)** of the amount otherwise due after deduction of any amounts as provided in §9.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

9.2.1 Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.2 Owner may release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work Owner has accepted;

9.2.3 in lieu of retainage, Design-Builder may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

9.3 ADJUSTMENT OF AN APPLICATION FOR PAYMENT Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Design-Builder is responsible under this Agreement:

9.3.1 Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

9.3.2 except as accepted by the insurer providing Builder's Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Design-Builder to Owner, or others to whom Owner may be liable;

9.3.3 Design-Builder's failure to pay either Design Professional, Subcontractor, or Supplier following receipt of payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Constructor in accordance with the terms of this Agreement;

9.3.4 Defective Work not corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by Owner as a result of the anticipated delay caused by Design-Builder;

9.3.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work;

9.3.7 uninsured third-party claims involving the Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Contractor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established; and

9.3.8 uninsured third-party claims involving Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Design-Builder furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Design-



Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4 OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK

Portions of the Work that are completed or partially completed may be used or occupied by Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. Design-Builder shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to Owner.

9.5 FINAL PAYMENT

9.5.1 Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, Owner may request satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

9.5.2 In making final payment Owner waives all claims except for:

9.5.2.1 outstanding liens;

9.5.2.2 improper workmanship or defective materials appearing within one year after the date of Substantial Completion;

9.5.2.3 Work not in conformance with the Contract Documents; and

9.5.2.4 terms of any special warranties required by the Contract Documents.

9.5.3 In accepting final payment, Design-Builder waives all claims except those previously made in writing and which remain unsettled.

9.6 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1 INDEMNITY

10.1.1 Nothing in this Agreement shall be construed as a waiver of any governmental immunity of the Owner, its officials, nor any of its employees in the course of their official duties.

10.1.2 To the fullest extent permitted by law, Design-Builder shall indemnify, hold harmless and defend Owner, its directors, trustees, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of Design-Builder, of any Subcontractor (meaning anyone, including but not limited to consultants having a contract with the Design-Builder or a subcontract for part of the Work), of anyone directly or indirectly employed by the Design-Builder or by any Subcontractor, or of anyone for whose acts the Design-Builder or its Subcontractor may be liable, in connection with performing the Work. This provision does not, however, require the Design-Builder to indemnify, hold harmless, or defend the Owner from its own negligence.



Only to the extent permitted by law and without waiving any governmental immunity, Owner shall indemnify, hold harmless and defend Design-Build, it directors, trustees, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of Owner or of anyone for whose acts Owner is liable, in connection with performing the Work. This provision does not, however, require Owner to indemnify, hold harmless, or defend the Design-Build from its own negligence.

10.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Design-Build, anyone directly or indirectly employed by Design-Build or anyone for whose acts Design-Build may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design-Build under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

10.2 DESIGN-BUILDER'S LIABILITY INSURANCE

10.2.1 Before commencing the Work and as a condition for payment, Design-Build shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL), and shall furnish certificates of insurance to Owner evidencing compliance with this section 10.2. The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Design-Build shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Each insurance policy required by the Contract Documents shall include Owner as an additional insured. Design-Build's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

10.2.1.1 Employers' Liability Insurance

- (a) \$ 3,448,710.00 bodily injury by accident per accident
- (b) \$ 3,448,710.00 bodily injury by disease policy limit
- (c) \$ 3,448,710.00 bodily injury by disease per employee

10.2.1.2 Business Automobile Liability Insurance per accident \$ 3,448,710.00.

10.2.1.3 Commercial General Liability Insurance

- (a) Per occurrence \$ 3,448,710.00
- (b) General aggregate \$ 3,448,710.00
- (c) Products/completed operations aggregate \$ 3,448,710.00
- (d) Personal and advertising injury limit \$ 3,448,710.00

10.2.2 Employers' Liability, Business Automobile Liability, and Commercial General Liability coverage required under §10.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

10.2.3 Design-Build shall maintain in effect all insurance coverage required under §10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. All policies shall be in amounts, form and with companies satisfactory to BCRSD which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. If Design-Build fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Design-Build, or terminate this Agreement.



10.2.4 Insurance policies required herein shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Design-Builder shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.3 PROPERTY INSURANCE

10.3.1 Before starting the Work, Design-Builder shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also: (a) name Owner, Design-Builder, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

10.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;

10.3.1.2 damage resulting from defective design, workmanship, or material;

10.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

10.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

10.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

10.3.1.6 physical loss resulting from Terrorism.

10.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Owner shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Design-Builder has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Design-Builder shall provide a copy of the property policy or policies obtained in compliance with §10.3.1.



10.3.3 If Owner elects to purchase the property insurance, including all of the same coverages and deductibles for the same duration specified in §10.3.1, then Owner shall give written notice to Design-Builder and the Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §10.3.1. Owner shall provide insurance to protect its interests and the interests of the Design-Builder, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

10.3.4 The Parties waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

10.3.5 To the extent proceeds are paid from Design-Builder's CGL specified in § 10.2.1, Design-Builder shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of Design-Builder, Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.3.6 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 until the Date of Substantial Completion.

10.4 ADDITIONAL GENERAL LIABILITY COVERAGE

10.4.1 Owner shall not require Design-Builder to purchase and maintain additional liability coverage.

10.4.2 If required by the above subsection, the additional liability coverage required of Design-Builder shall be:

- ☒ Additional Insured. Owner shall be named as an additional insured on Design-Builder's Commercial General Liability Insurance specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, or those acting on Design-Builder's behalf, in the performance of Design-Builder's Work for Owner at the Worksite. The insurance of the Subcontractor shall be primary and non-contributory to any insurance available to the Additional Insureds.
- ☐ OCP. Design-Builder shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on Commercial General Liability Insurance specified, or limits as otherwise required by Owner.



10.5 ROYALTIES, PATENTS, AND COPYRIGHTS Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in the Work. Design-Builder shall indemnify and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to indemnify and hold Design-Builder harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner.

PROFESSIONAL LIABILITY INSURANCE Design-Builder shall obtain, either itself or through Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be written for not less than One Million Dollars (\$1,000,000) per claim and in the aggregate with a deductible not to exceed Twenty-Five Thousand Dollars (\$25,000). The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by Design Professional. This coverage shall be continued in effect for Three (3) year(s) after the Date of Substantial Completion. The combined total deductive and self-insured retention maximum shall be Twenty-Five Thousand Dollars (\$25,000).

10.6 BONDING

10.6.1 Performance and Payment Bonds X are/ are not required of Design-Builder. If required, such bonds shall be issued by a surety licensed in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause.

10.6.2 Such Performance Bond shall be issued in the penal sum equal to one hundred percent (100%) of the:

X Contract price, including design and construction.

Agreed estimated construction cost of the Project as reflected in the Schedule of Values.

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to §10.2 and §10.3, whether or not such insurance is provided or in an amount sufficient to cover such damages.

10.6.3 The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. Design-Builder's payment bond for the Project, if any, shall be made available by Owner or Design-Builder upon Subcontractor's written request.

10.6.4 Design-Builder shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Contract Price or the Dates of Substantial Completion or Final Completion, though Design-Builder shall require that its surety waives any requirement to be notified of any alteration or extension of time.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1 SUSPENSION BY OWNER FOR CONVENIENCE



11.1.1 Owner may order Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as Owner may determine to be appropriate for its convenience.

11.1.2 Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

11.2 NOTICE TO CURE A DEFAULT

11.2.1 If Design-Builder fails to maintain the approved Construction Schedule, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Design-Builder may be deemed in default.

11.2.2 If Design-Builder fails within ten (10) after receipt of written notice to commence and continue satisfactory correction of such default, then Owner then Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to Design-Builder; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Design-Builder the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to Design-Builder, but shall give Design-Builder prompt notice.

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 **TERMINATION BY OWNER FOR DEFAULT** Upon expiration of the notice for default period pursuant to §11.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §11.2. If Owner's costs arising out of Design-Builder's failure to cure, including the costs to complete the Work and reasonable attorneys' fees, exceed the GMP, Design-Builder shall be liable to Owner for such excess costs. If Owner's costs are less than the GMP, Owner shall pay the difference to Design-Builder. If Owner exercises its rights under this section, upon the request of Design-Builder, Owner shall furnish to Design-Builder a detailed accounting of the costs incurred by Owner.

11.3.2 **USE OF DESIGN-BUILDER'S MATERIALS, SUPPLIES, AND EQUIPMENT** If Owner or Others perform work under §11.3, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner and others performing work under §11.3 shall also have the right to use construction tools and equipment located on the Worksite and belonging to Design-Builder or Subsubcontractors for the purpose of completing the remaining Work, but only after Design-Builder's written consent. If Owner uses Design-Builder's construction tools and equipment in accordance with



this subsection, then Owner shall indemnify and hold harmless Design-Builder and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Design-Builder's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Design-Builder in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If Design-Builder files a petition under the bankruptcy code, this Agreement shall terminate if: (a) Design-Builder or Design-Builder's trustee rejects the Agreement; (b) a default occurs and Design-Builder is unable to give adequate assurance of required performance; (c) Design-Builder is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code; or (d) Owner elects to terminate the Agreement.

11.3.4 Owner shall make reasonable efforts to mitigate damages arising from Design-Builder's default, and shall promptly invoice Design-Builder for all amounts due.

11.4 TERMINATION BY OWNER FOR CONVENIENCE If Owner terminates this Agreement other than as set forth in §11.1.2, Owner shall pay Design-Builder for all Work executed and for all proven cost or expense directly connected to the Work, plus all demobilization costs.

11.4.1 If Owner terminates this Agreement before commencing construction, Design-Builder shall be paid the unpaid balance of Design-Builder's design costs as set forth in the Schedule of Values.

11.4.2 If Owner terminates this Agreement after commencing construction, Design-Builder shall be paid the unpaid balance of Design-Builder's design costs as set forth in the Schedule of Values and, the Construction services provided to date.

11.4.3 Owner shall also pay to Design-Builder fair compensation, either by purchase or rental at the election of Owner, for all equipment retained. Owner shall assume and become liable for obligations, commitments, and unsettled claims that Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, Design-Builder shall cooperate with Owner by taking all steps necessary to accomplish the legal assignment of Design-Builder's rights and benefits to Owner, including the execution and delivery of required papers.

11.5 TERMINATION BY DESIGN-BUILDER

11.5.1 Seven (7) Days after Owner's receipt of written notice from Design-Builder, Design-Builder may terminate this Agreement for any of the following reasons: if the Work has been stopped for a sixty (60) Day period through no fault of the Design-Builder: (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of Design-Builder, materials are not available; (c) Work is suspended by Owner for Convenience for a sixty (60) Day period;

11.5.2 In addition, upon ten (10) Days' written notice to Owner and an opportunity to cure within three (3) Days, Constructor may terminate this Agreement if Owner: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project ;(b) assigns this Agreement over Design-Builder's reasonable objection; (c) fails to pay Design-Builder in accordance with this Agreement and Design-Builder stopped Work accordingly; or (d) otherwise materially breaches this Agreement.



11.5.3 Upon termination by Design-Builder in accordance with §11.5.1, Design-Builder shall be entitled to recover from Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, Design-Builder shall be paid an amount calculated as set forth either in §11.4.1 or §11.4.2, depending on when the termination occurs, and §11.4.3.

ARTICLE 12 DISPUTE MITIGATION OR RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If Design-Builder continues to perform, Owner shall continue to make payments in accordance with the Agreement.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall promptly inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mediation.

12.3 MEDIATION If direct discussions pursuant to §12.1 do not result in resolution of the matter after the time allowed, the Parties may, with consent of each Party, endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"), and administered by the AAA. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

12.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below.

12.5 ARBITRATION.

The Parties may mutually agree to choose binding arbitration for any claim or dispute arising out of or relating to this Agreement. **IN THE EVENT THE PARTIES EACH CONSENT TO BINDING ARBITRATION, EACH PARTY WILL WAIVE THEIR RIGHT TO BE HEARD IN A COURT OF LAW**, with or without a jury. The presiding arbitrator shall be a practicing attorney admitted in the State of Missouri and specializing in construction law. Arbitration does not involve a judge or jury. Instead, an arbitrator with the power to award damages and other appropriate relief will decide claims and disputes. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction.

12.5.1 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its



demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

12.5.2 If the Parties agree to arbitration, the arbitration shall use the following rules:

- ☒ the current AAA Construction Industry Arbitration Rules and AAA administration. AAA Construction Fast Track Rules shall apply to all two-party cases when neither Party's disclosed claim or counterclaim exceeds \$250,000. If arbitration is selected but no rules are selected, then this subsection shall apply by default;
- ☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
- ☐ the current arbitration rules of 1 and administered by 1.

12.6 LITIGATION

Litigation related to the Project may be brought in either the state or federal court having jurisdiction of the matter in the location of the Project.

12.6.1 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.6.2 VENUE The Project location shall serve as the venue.

12.7 MULTIPARTY PROCEEDING The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

12.8 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Design-Builder that Design-Builder may have under lien laws.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

13.2 ASSIGNMENT Neither Owner nor Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Design-Builder than this Agreement. In the event of such assignment, Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.



13.3 GOVERNING LAW The Law in effect at the location of the Project shall govern this Agreement.

13.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5 NOTICE Unless changed in writing, a Party's address indicated in ARTICLE 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service

13.6 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

13.7 TITLES AND GROUPINGS The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.9 ANTI-DISCRIMINATION AGAINST ISRAEL ACT. In compliance with §34.600 RSMo, by executing this Agreement Design-Builder hereby certifies that it is not currently engaged in and shall not, for the duration of the Agreement and related Work, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with §34.600, RSMo.

13.10 PREVAILING WAGE. Design-Builder shall comply in all respects with Missouri prevailing wage law pursuant to section 290.210 to 290.340 RSMo., including the latest amendments thereto, and unless the project is exempt from payment of prevailing wages pursuant to Section 290.230 RSMo, the Design-Builder shall pay prevailing wages for this Project per the Missouri Division of Labor Standards Annual Wage Order No. 32 for Boone County. Certified payroll (if applicable) shall be submitted to Owner every month. If Design-Builder has a week with no work being completed, certified payroll shall be submitted for that week and titled "no work." Certified payroll shall be an original signature. No e-mail or faxed certified payrolls shall be accepted. Design-Builder agrees to be responsible for payment of any penalty to the Owner of One Hundred Dollars (\$100) per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work performed under this Agreement by Design-Builder or Subcontractors.

13.11 OSHA TRAINING. By executing this Agreement, Design-Builder hereby certifies that is has provided or will provide a ten-hour Occupational Safety and Health Administration ("OSHA") construction safety program for all on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program in accordance with Section 292.675, RSMo. All employees are required to complete the program within sixty days of beginning Work on the Project. Design-Builder shall require their on-site Contractors and Subcontractors to have OSHA 10-hour certifications. OSHA cards may be requested by Owner at any time contractors are performing work within the Owner's facility. Design-Builder agrees to comply with all requirements of Section 292.675, RSMo.



13.12. MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT. By executing this Agreement, Design-Builder certifies that all manufactured goods or commodities used or supplied in the performance of any contract or subcontract awarded on this project shall be manufactured, assembled or produced in the United States, unless the same is not required by the Missouri Domestic Products Procurement Act. In accordance with §34.350 through 34.359 RSMo, a waiver may be requested from Owner. Design-Builder agrees to provide further certification in compliance with Sections 34.350-34.359, RSMo., promptly upon request by Owner.

13.13. WORK AUTHORIZATION. By executing this Agreement, Design-Builder certifies that Design-Builder is enrolled in and will continue to participate in a federal work authorization program with respect to employees proposed to work in connection with the Work and/or the Project, and Design-Builder does not and will not knowingly employ a person who is an unauthorized alien in connection with the Work and services provided under the Agreement for the duration of the Project. Design-Builder shall provide Owner a sworn affidavit certification and/or documentation regarding employees' compliance with Section 285.530, RSMo.

ARTICLE 14 CONTRACT DOCUMENTS

14.1 CONTRACT DOCUMENTS The Contract Documents are as follows:

- (a) This Agreement;
- (b) Basis of Design/Owner's Program;
- (c) Owner-provided information pursuant to §3.6.3 and other Owner information identified as intended to be a contract document;
- (d) The Schematic Design Documents upon Owner approval pursuant to §2.4.17;
- (e) The Design Development Documents upon Owner approval pursuant to §3.1;
- (f) The Construction Documents upon Owner approval under §3.1;
- (g) Change Order, Interim Directives, and amendments issues in accordance with this Agreement.
- (h) Other: [].

14.2 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) design documents approved by Owner pursuant to §2.4.17 and §3.1.3 in order of the most recently approved; (d) information furnished by Owner pursuant to §4.1 or designated as a Contract Document in ARTICLE 14; (e) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scaled dimensions. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

OWNER: Boone County Regional Sewer District

BY:

NAME:

TITLE:



DESIGN-BUILDER: Professional Contractors & Engineers Inc

BY:

NAME:

TITLE:

END OF DOCUMENT.



PROPERTY INFORMATION

LEGAL DESCRIPTION:
BOONE ELECTRIC PLAT 2 LOT 2
PARCEL # 16-312-00-09-003.00.01
SECTION / TOWNSHIP / RANGE SEC. 1 48 13

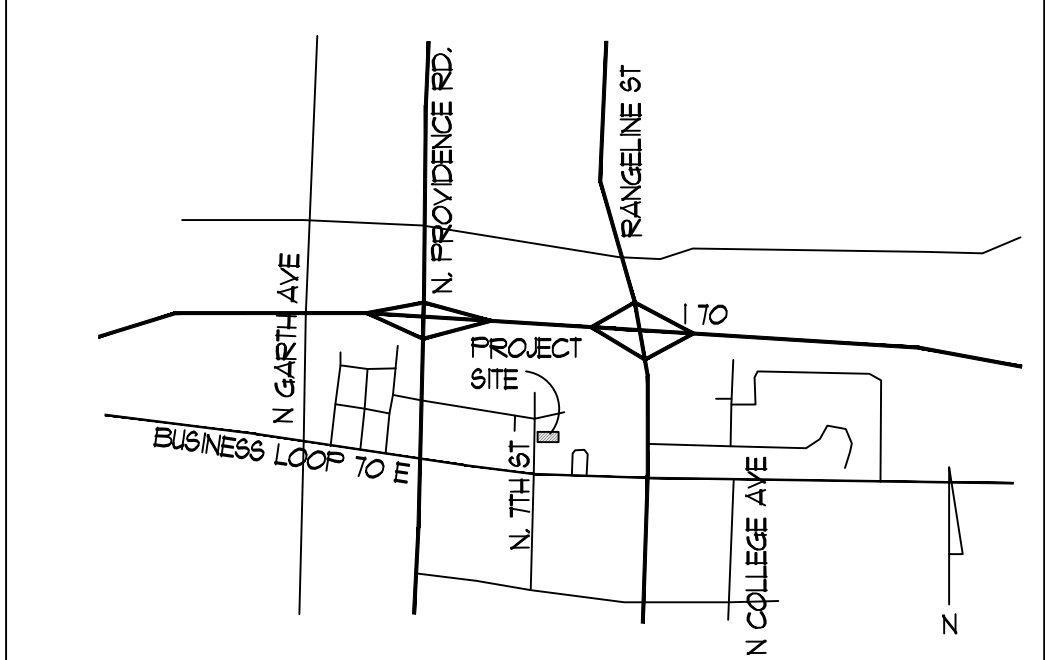
PROPERTY ZONING: IG

PROJECT DESCRIPTION:
INTERIOR RENOVATIONS TO EXISTING OFFICE BUILDING INCLUDING THE ADDITION OF A STORAGE MEZZANINE. EXTERIOR IMPROVEMENTS INCLUDE UPDATES TO THE ACCESSIBLE ROUTE FROM ADA PARKING. NO CHANGE TO THE EXISTING BUILDING USE OR UTILITIES IS ANTICIPATED FOR THE WORK.

OWNER:
BOONE ELECTRIC COOP
PO BOX 797
COLUMBIA, MO
65205

CONTRACTOR:
PROFESSIONAL CONTRACTORS & ENGINEERS, INC.
5900 NORTH TOWER DRIVE
COLUMBIA, MISSOURI 65202

LOCATION PLAN



CODE NOTES

CODE: 2018 INTERNATIONAL BUILDING CODE

USE GROUPS: B

CONSTRUCTION TYPE: 2B
NON-COMBUSTIBLE / NON-PROTECTED

AUTOMATIC FIRE PROTECTION:
NO AUTOMATIC FIRE SPRINKLER SYSTEM IS EXISTING OR REQUIRED FOR THIS PROJECT.

PROPOSED BUILDING HEIGHT AND AREA:
NO CHANGE TO EXISTING BUILDING AREA OR HEIGHT

EGRESS & OCCUPANCY LOAD:
NO CHANGE TO EXISTING EGRESS COMPONENTS OR OCCUPANT LOAD

SIGNAGE:
PRIOR TO FABRICATION AND INSTALLATION OF ANY EXTERIOR SIGNS, SIGN PERMIT APPLICATION WILL BE GENERATED AND APPROVED BY THE CITY OF COLUMBIA BUILDING SAFETY DEPARTMENT.

SPECIAL INSPECTIONS

NOTICE TO CONTRACTOR:

THE CONTRACTOR SHALL BE RESPONSIBLE TO SCHEDULE AND COORDINATE STIPULATED SPECIAL INSPECTIONS, PERFORMED BY AN INDEPENDENT TESTING SERVICE IN ADDITION TO THE INSPECTIONS PERFORMED BY THE AUTHORITY HAVING JURISDICTION (AHJ).

SPECIAL INSPECTION REPORTS ARE TO BE KEPT ON THE JOB FOR BUILDING INSPECTOR VERIFICATION.

ALL DISCREPANCIES MUST BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE BUILDING OFFICIAL AND DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE BEFORE COMPLETION OF THAT STAGE OF WORK.

IF REQUIRED SPECIAL INSPECTIONS ARE NOT PERFORMED THE AHJ WILL NOT ISSUE A CERTIFICATE OF OCCUPANCY AND MAY REQUIRE DESTRUCTIVE INVESTIGATION OF COMPLETED WORK TO VALIDATE CONCEALED ASSEMBLIES.

A FINAL SPECIAL INSPECTION REPORT, FROM THE SPECIAL INSPECTOR(S), DOCUMENTING THE REQUIRED SPECIAL INSPECTIONS WERE PERFORMED, CORRECTION OF DISCREPANCIES, AND COMPLIANCE WITH CONSTRUCTION DOCUMENTS SHALL BE SUBMITTED BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED.

NOTES:

SAFEGUARDS DURING CONSTRUCTION:

GENERAL:
- CONSTRUCTION EQUIPMENT AND MATERIALS SHALL BE STORED AND PLACED SO AS NOT TO ENDANGER THE PUBLIC, THE WORKERS OR ADJOINING PROPERTY FOR THE DURATION OF THE CONSTRUCTION PROJECT.

CONSTRUCTION SAFEGUARDS:
- REQUIRED EXITS, EXISTING STRUCTURAL ELEMENTS, FIRE PROTECTION DEVICES, AND SANITARY SAFEGUARDS SHALL BE MAINTAINED AT ALL TIMES DURING REMODELING, ALTERATIONS, REPAIRS OR ADDITIONS TO ANY BUILDING OR STRUCTURE.
- EXCEPTION: WHEN SUCH REQUIRED ELEMENTS OR DEVICES ARE BEING REMODELED, ALTERED OR REPAIRED, ADEQUATE SUBSTITUTE PROVISIONS SHALL BE MADE.
- EXCEPTION: WHEN EXISTING BUILDING IS NOT OCCUPIED.
- WASTE MATERIALS SHALL BE REMOVED IN A MANNER WHICH PREVENTS INJURY OR DAMAGE TO PERSONS, ADJOINING PROPERTIES AND PUBLIC RIGHTS-OF-WAY.

PROTECTION OF ADJOINING PROPERTY:
- ADJOINING PUBLIC AND PRIVATE PROPERTY SHALL BY PROTECTED FROM DAMAGE DURING CONSTRUCTION, REMODELING, AND DEMOLITION WORK.
- ANY UTILITY DISRUPTION SHALL BE COORDINATED WITH THE BUILDING OWNER AND TENANTS 48 HOURS IN ADVANCE OF ANY DISRUPTION OF SERVICE.

EXITS
- REQUIRED MEANS OF EGRESS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION, DEMOLITION, REMODELING, OR ALTERATIONS AND ADDITIONS TO ANY BUILDING.

DEFERRED SUBMITTALS:
IN ACCORDANCE WITH IBC SECTION 107.3.4
THE PORTIONS OF THE DESIGN LISTED BELOW ARE NOT INCLUDED AS PART OF THE INITIAL PERMIT APPLICATION AND ARE TO BE SUBMITTED TO THE BUILDING OFFICIAL WITHIN A SPECIFIED PERIOD, APPROVED BY THE BUILDING OFFICIAL
THE REGISTERED DESIGN PROFESSIONAL, IN RESPONSIBLE CHARGE, SHALL REVIEW EACH SUBMITTAL FOR GENERAL CONFORMANCE WITH THE DESIGN INTENT PRIOR TO FORWARDING TO THE BUILDING OFFICIAL FOR REVIEW AND APPROVAL.
THE DEFERRED SUBMITTALS SHALL BE SENT TO THE BUILDING OFFICIAL AND APPROVED PRIOR TO THE WORK BEING PERFORMED:

- MANUFACTURED WOOD ROOF TRUSSES
- COMMERCIAL HOOD FIRE SUPPRESSION SYSTEM

CONTRACTOR SUBMITTALS:
BY SUBMITTING SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND SIMILAR SUBMITTALS, THE CONSTRUCTOR REPRESENTS TO THE OWNER AND REGISTERED DESIGN PROFESSION IN RESPONSIBLE CHARGE THAT THE CONTRACTOR HAS:

1. REVIEWED AND APPROVED THEM
2. DETERMINED AND VERIFIED MATERIALS, FIELD MEASUREMENTS, AND FIELD CONSTRUCTION CRITERIA RELATED THERETO, OR WILL DO SO
3. CHECKED AND COORDINATED THE INFORMATION WITH THE REQUIREMENTS OF THE WORK AND OF THE CONSTRUCTION DOCUMENTS.

THE CONTRACTOR SHALL PERFORM NO PORTION OF THE WORK FOR WHICH THE CONTRACT DOCUMENTS REQUIRE SUBMITTALS UNTIL THE SUBMITTAL HAS BEEN APPROVED BY THE ARCHITECT AND/OR BUILDING OFFICIAL.

THE REGISTERED DESIGN PROFESSIONAL SHALL REVIEW EACH SUBMITTAL FOR GENERAL CONFORMANCE WITH THE DESIGN INTENT OF THE PROJECT
THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR DEVIATIONS FROM THE CONTRACT DOCUMENTS BY REVIEW AND APPROVAL OF THE SHOP DRAWINGS, PRODUCT DATA, SAMPLES, OR SIMILAR SUBMITTALS UNLESS THE CONTRACTOR HAS INDICATED IN WRITING OF SUCH DEVIATION AT THE TIME OF THE SUBMITTAL AND:

1. THE REGISTERED DESIGN PROFESSIONAL HAS GIVEN WRITTEN APPROVAL FOR THE DEVIATION AS A MINOR CHANGE IN THE WORK, OR
2. A CHANGE ORDER OR CONSTRUCTION CHANGE DIRECTIVE HAS BEEN ISSUED AUTHORIZING THE DEVIATION.

BCRSD OFFICE RENOVATION

1314 N 7TH STREET

ARCHITECT: SAI ARCHITECTURE

MEP ENGINEER: TIMBERLAKE ENGINEERING

STRUCTURAL: CROCKETT ENGINEERING

CIVIL: OWN INC.

210 PARK AVENUE, COLUMBIA, MO

912 SOUTH OLD HIGHWAY 63, COLUMBIA, MO

1000 W NIFONG BLVD., BLDG. 1, COLUMBIA, MO

4240 PHILIPS FARM ROAD, SUITE 101, COLUMBIA, MO

PH. (573) 874-1818

PH. (573) 875-4365

PH. (573) 447-0292

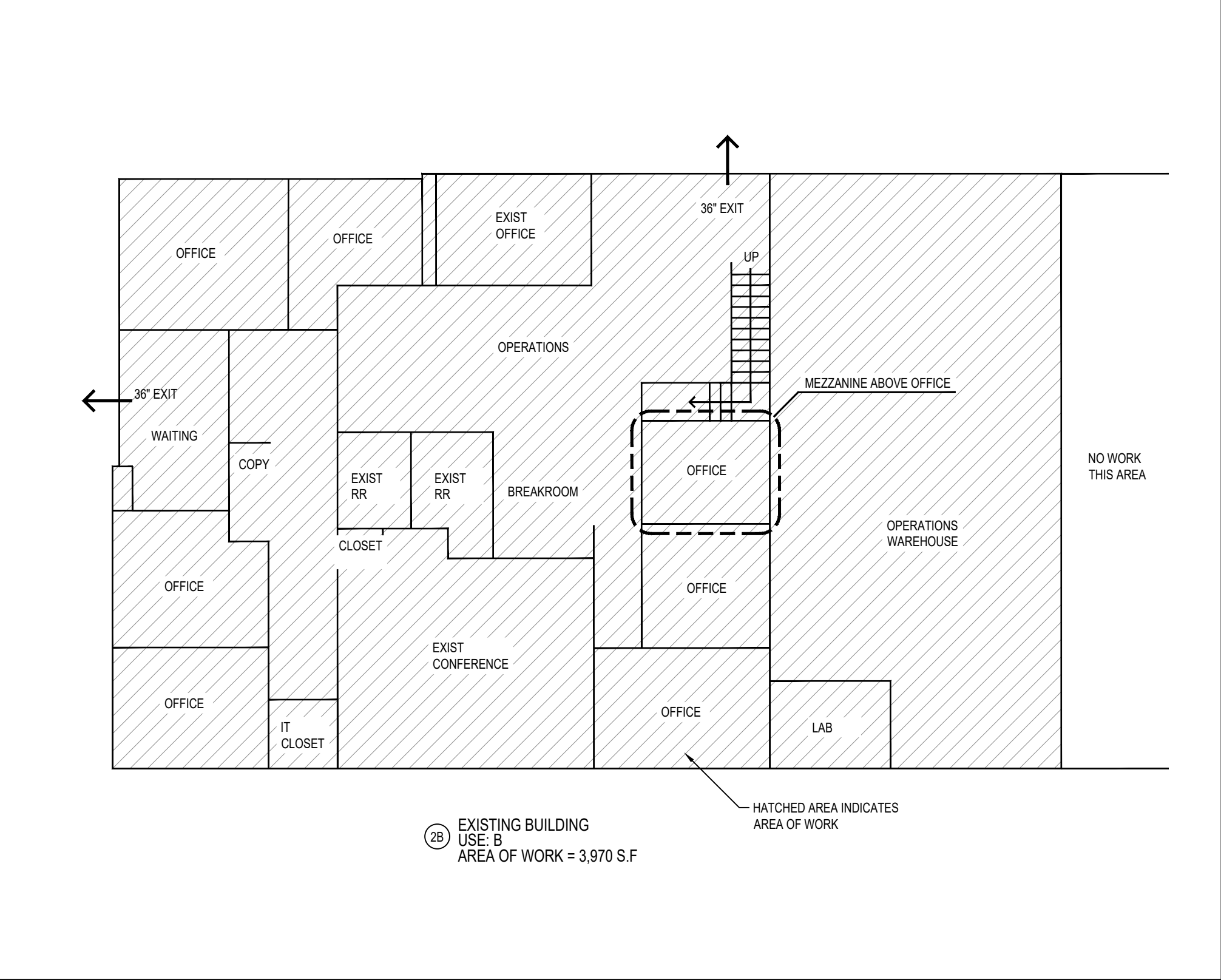
PH. (573) 397-5476

DRAWING INDEX

- G100 / COVER SHEET / CODE REVIEW
- AD100 / DEMO PLAN
- A100 / FLOOR PLAN
- A101 / MEZZANINE PLAN
- A300 / SECTION

DATE ISSUED: 11 / 5 / 25

KEY PLAN



PRELIMINARY

XX / XX / 20XX
JASON K. TEGERDINE
ARCHITECT MO# A-2019003788

Missouri Certificate of Authority
000644

THE ARCHITECT TAKES
RESPONSIBILITY FOR THE DRAWINGS
BEARING THIS SEAL AND DISCLAIMS
RESPONSIBILITY FOR ALL OTHER
DRAWINGS IN THE SET

SAI

ARCHITECTURE

210 Park Avenue
Columbia, Missouri 65203
Phone: 573-874-1818

WWW.SAIARCHITECTURE.COM

BCRSD OFFICE
RENOVATION
PROJECT #25059
1314 N 7TH STREET, COLUMBIA, BOONE COUNTY, MO 65201

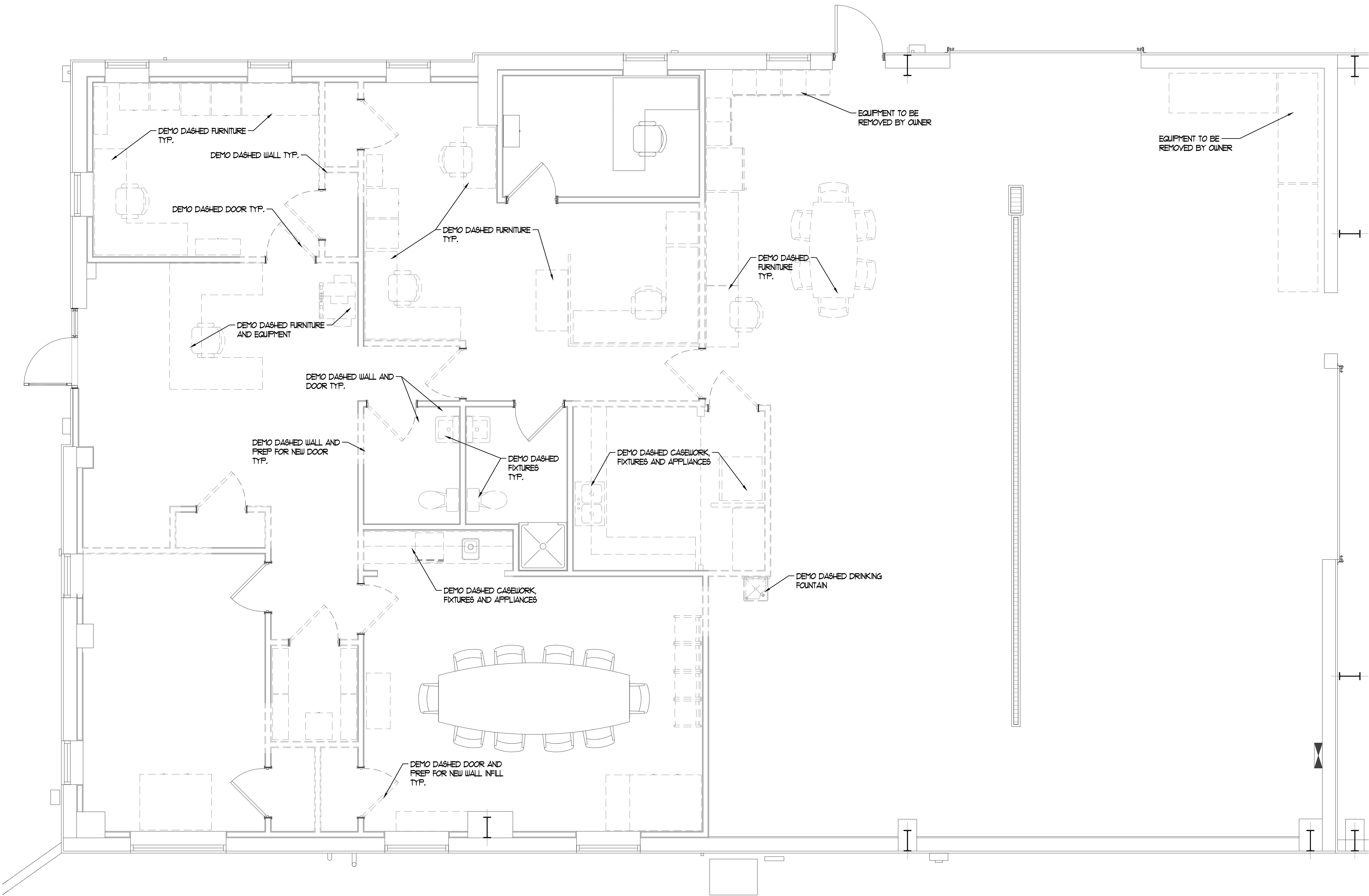
REVISIONS:
NO. DATE & DESCRIPTION:

G100

COVER SHEET & CODE NOTES

PRELIMINARY DESIGN

DATE ISSUED: 2 / 18 / 2025



1
AD100
DEMO PLAN
SCALE: 1/4"=1'-0"

PRELIMINARY

XX / XX / 20XX
JASON K. TEGERDINE
ARCHITECT MO# A-2019003788

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1314 N 7TH STREET, COLUMBIA, BOONE COUNTY, MO 65201

REVISIONS:

NO. DATE & DESCRIPTION:

AD100

DEMO PLAN

PRELIMINARY DESIGN

DATE ISSUED: 2/18/2025

PRELIMINARY

XX / XX / 20XX
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**BCRSD OFFICE
RENOVATION**

PROJECT #25059

1314 N 7TH STREET, COLUMBIA, BOONE COUNTY, MO 65201

REVISIONS:

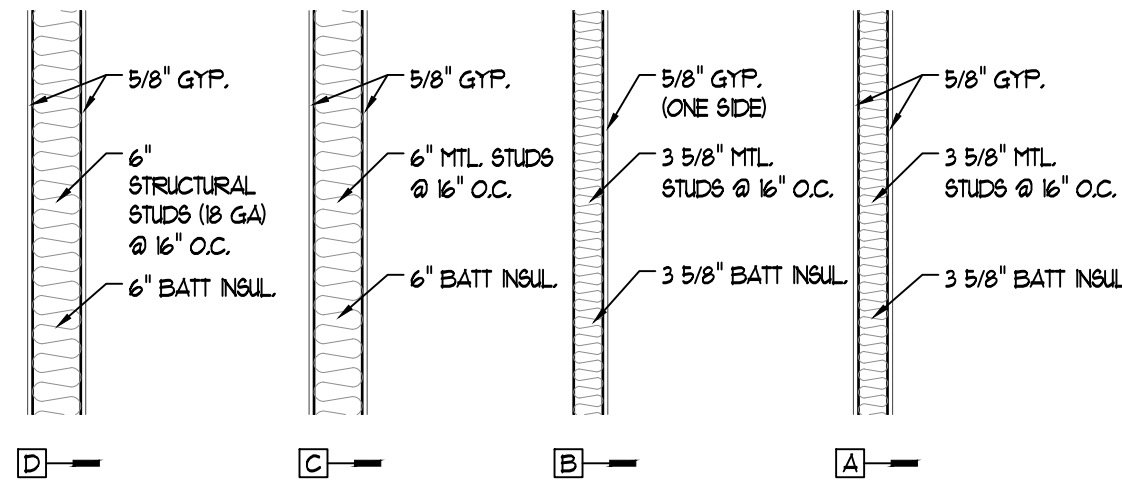
NO. DATE & DESCRIPTION:

A100

FLOOR PLAN

PRELIMINARY DESIGN

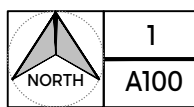
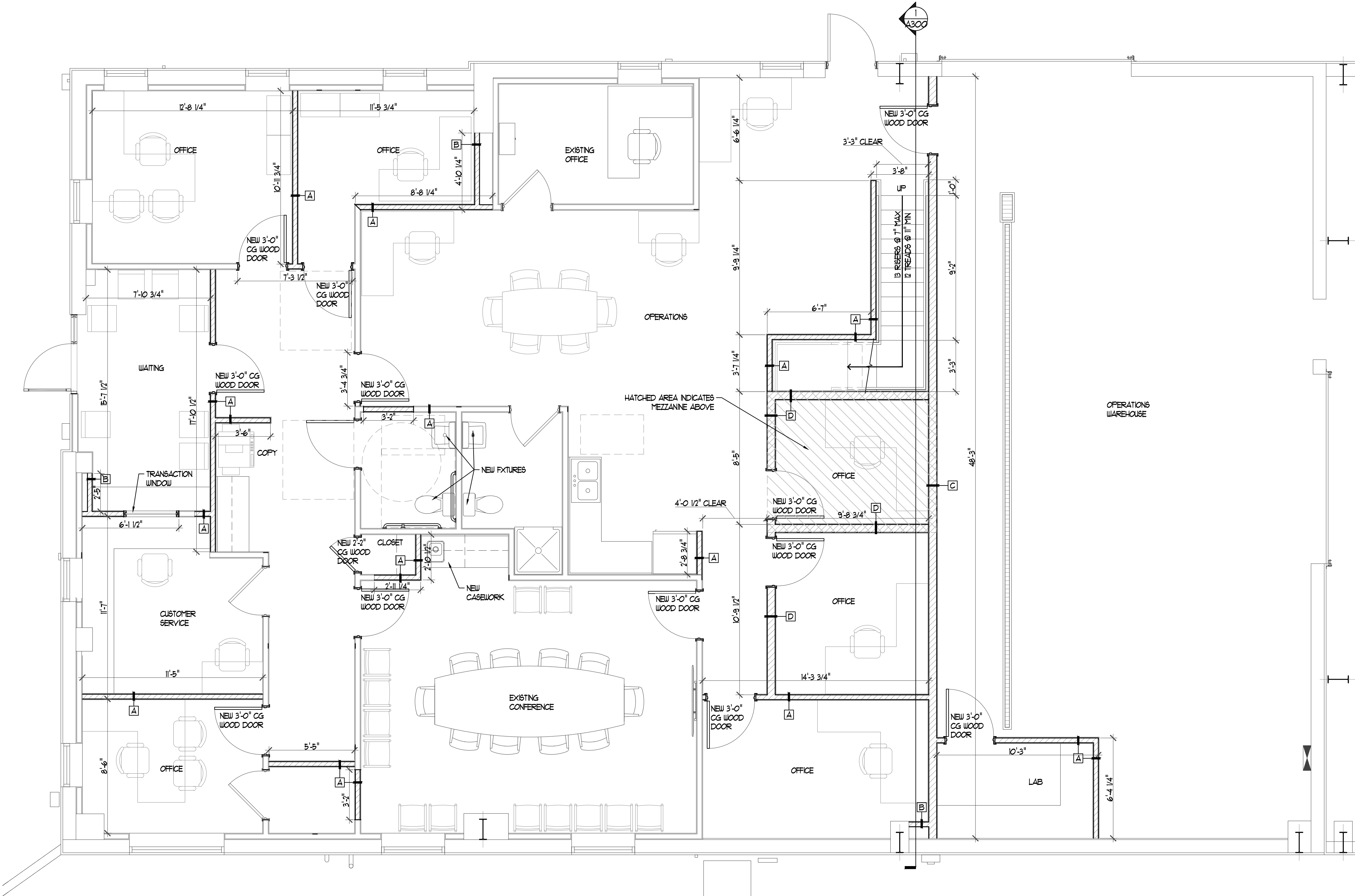
DATE ISSUED: 2/18/2025



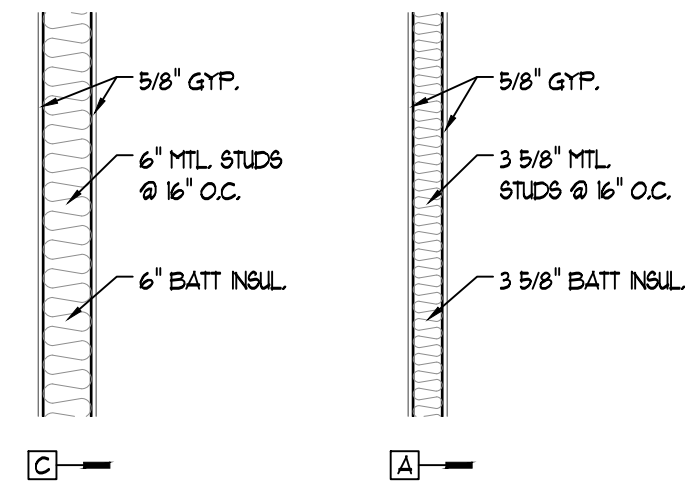
2 WALL TYPES
A100 SCALE: 1/2"=1'-0"

WALL NOTES:

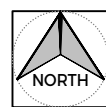
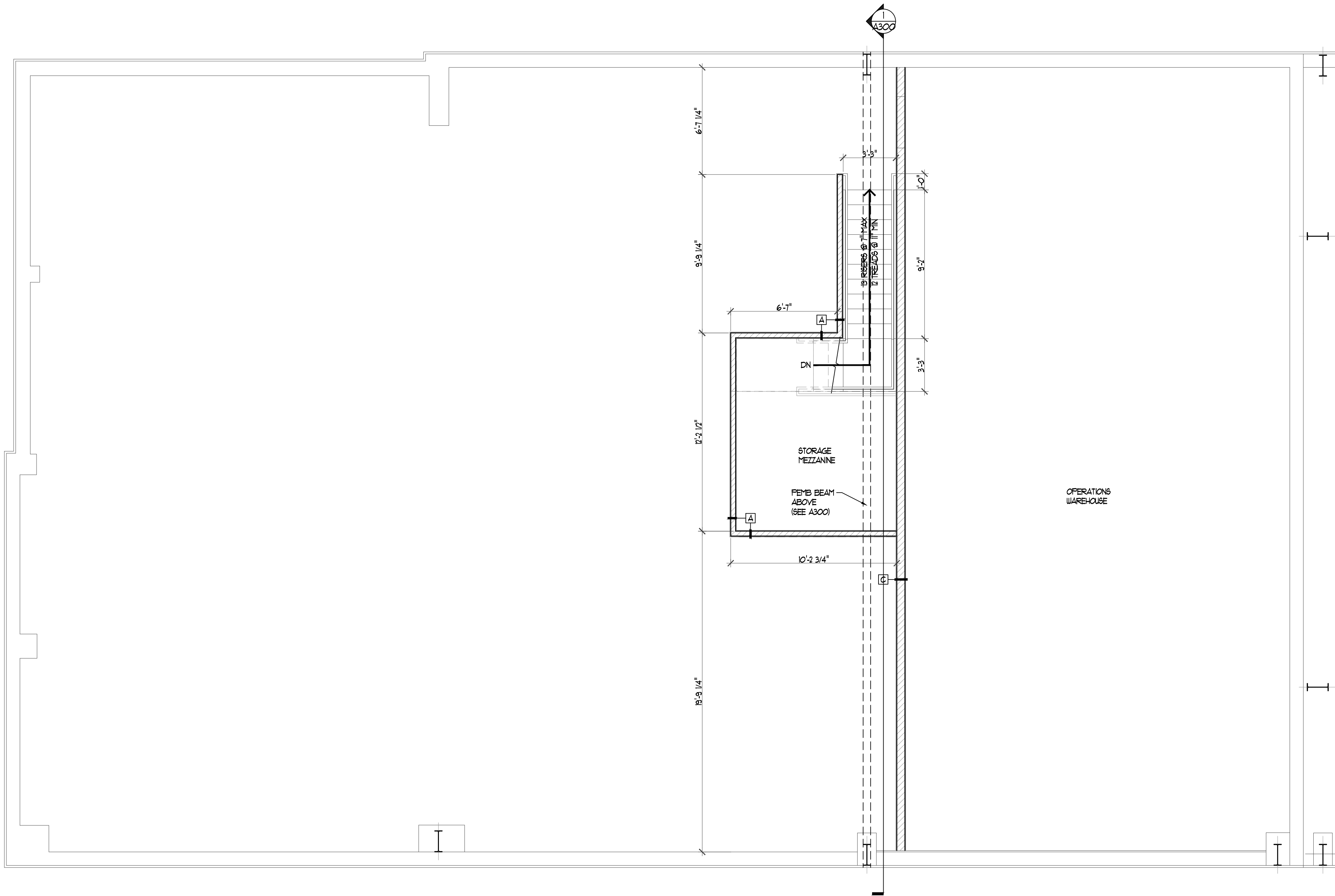
1. UTILIZE MOISTURE RESISTANT GYP. BD. AT ALL PLUMBING WALL LOCATIONS AND AREAS SUSCEPTIBLE TO MOISTURE
2. TOP TRACK TO BE SLOTTED DEFLECTION TRACK.



1 CONCEPTUAL FLOOR PLAN
A100 SCALE: 1/4"=1'-0"



2 WALL TYPES
A101 SCALE: 1/2"=1'-0"



1
A101

CONCEPTUAL MEZZANINE PLAN
SCALE: 1/4"=1'-0"

PRELIMINARY

XX / XX / 20XX
JASON K. TEGERDINE
ARCHITECT MO# A-2019003788

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RESPONSIBILITY FOR ALL OTHER
DRAWINGS IN THE SET

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Columbia, Missouri 65203
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**BCRSD OFFICE
RENOVATION**

PROJECT #25059
1314 N 7TH STREET, COLUMBIA, BOONE COUNTY, MO 65201

REVISIONS:

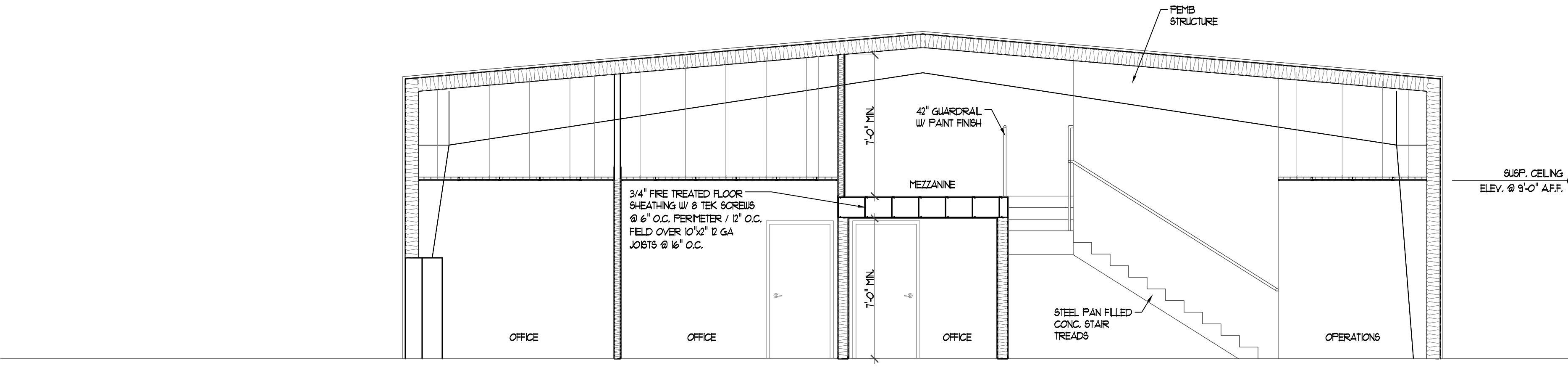
NO. DATE & DESCRIPTION:

A101

MEZZANINE PLAN

PRELIMINARY DESIGN

DATE ISSUED: 2/18/2025



1	BUILDING SECTION
A300	SCALE: 1/4"=1'-0"

PRELIMINARY

XX / XX / 20XX
JASON K. TEGERDINE
ARCHITECT MO# A-2019003788

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BCRSD OFFICE RENOVATION

PROJECT #25059
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REVISIONS:

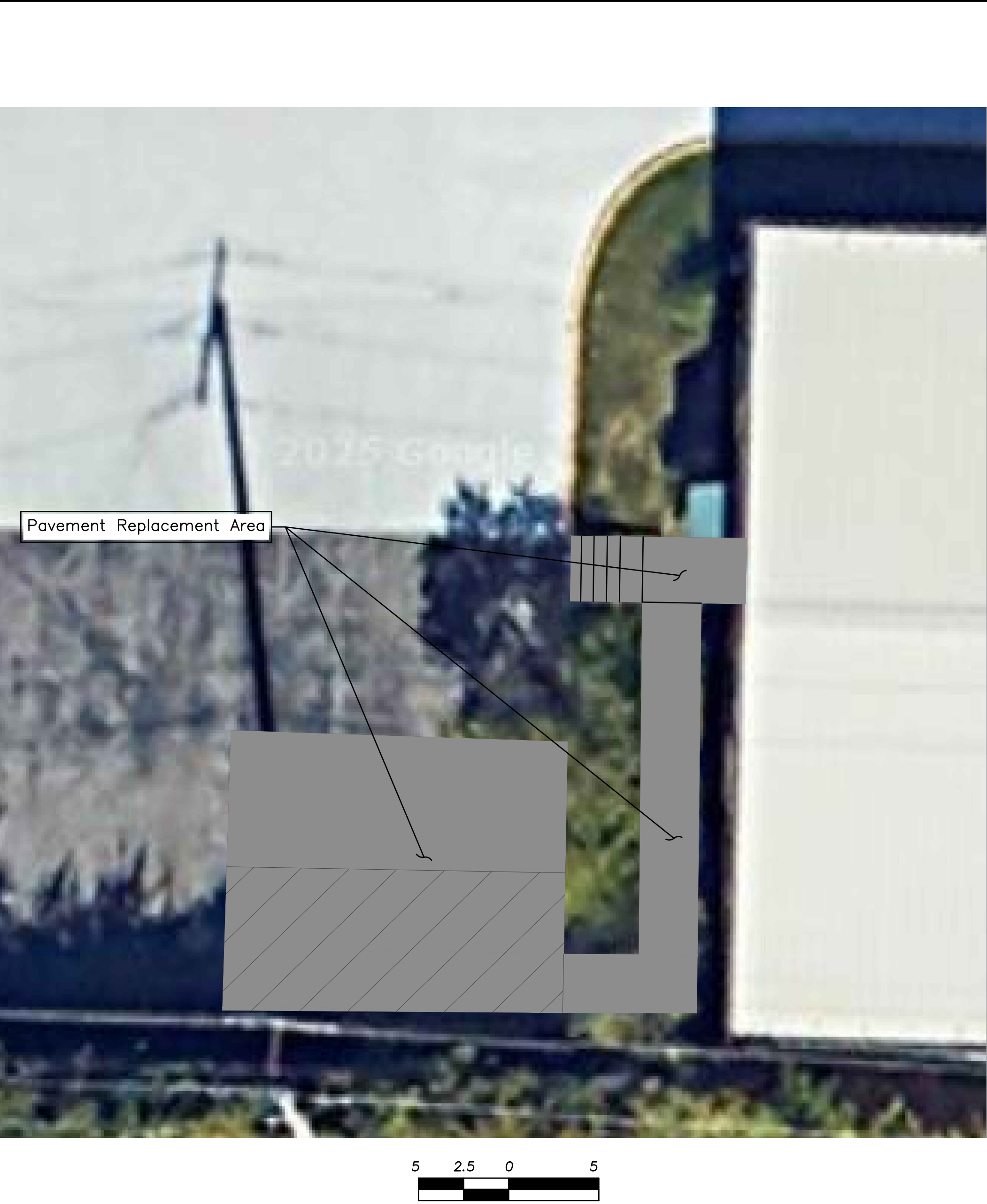
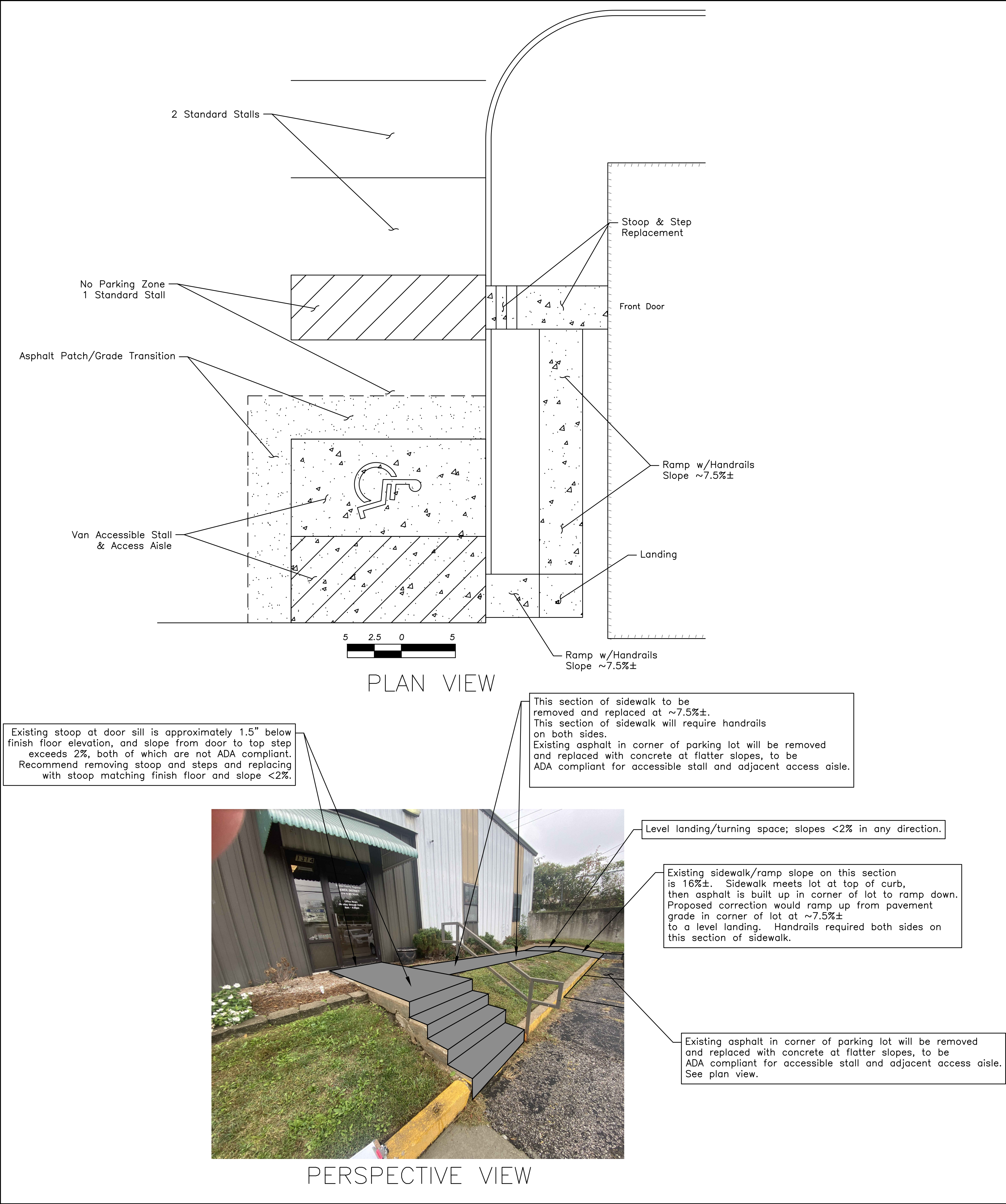
NO. DATE & DESCRIPTION:

A300

EXTERIOR ELEVATIONS

PRELIMINARY DESIGN

DATE ISSUED: 2/18/2025



- Notes:
- Existing site along Seventh Street frontage does not appear to meet the City's 6' front yard parking setback requirement.
 - Existing parking stalls along north edge of lot do not meet City minimum stall depth of 18'. Extending stall depth south will impact drive with between parking stalls and building, and would narrow edge of drive past gate opening. If stalls require lengthening, it is recommended extending north into the lawn area. This may qualify as additional impervious surface, that may trigger stormwater requirements.
 - This site is part of the 19-acre Boone Electric Parcel. Their facility has undergone a significant expansion in recent years. It should be investigated what if any impact those improvements might have on this part of the site.

Parking Calculations	
Ground Floor Building Size :	5500 SF
Proposed Mezzanine:	380 SF
Total Building Size:	5880 SF
Proposed Office Space:	2642 SF
Proposed Storage/Heavy Vehicle Servicing:	2938 SF
Required Parking - Office @ 1 Stall/300 SF:	9 Stalls
Required Parking - Storage/Heavy Vehicle @ 1 Stall/1000 SF:	4 Stalls
Total Required Parking:	13 Stalls
Accessible Stalls Required:	1 (Must be Van Accessible)
Proposed Layout will Provide a Minimum of 14 Stalls. Up to 16 Stalls Could be Achieved.	



Engineering beyond[®].

4240 Philips Farm Road, Suite 101
Columbia, MO 65201
573.397.5476
weareown.com

FORMERLY ANDERSON ENGINEERING

A licensed Missouri
Engineering Corporation
COA# 00062

**Boone County
Regional Sewer
District
Office Improvements**

1314 N Seventh St
Columbia, MO

REVISIONS		
NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: -----

DRAWN BY: TPW

CHECK BY: TPW

ISSUED DATE: 11/05/2025

FIELD BOOK: XXX

ISSUED BY: _____

LICENSE NO: _____

SHEET TITLE

**ADA Entrance
Concept**

SHEET NUMBER

C1

1 OF 1