



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5377)

Meeting: 03/26/26 9:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Eryn Flood

Initiator: Eryn Flood

Sponsors:

Doc ID: 5377

Meeting Attachments

ATTACHMENTS:

1 - 26 MARCH 2026- CERTIFIED COMMISSION ORDER #03-26-2026-01

2 - 26 MARCH 2026- PUBLIC COMMISSION MEETING PROCEDURE

3 - 26 MARCH 2026- COMMISSION AGENDA POLICY

4 - 26 MARCH 2026 - FY26 SALES TAX DISTRIBUTION PROGRAM AWARD

5 - 26 MARCH 2026- CONTRACT RENEWAL- ITB #2022-25 "ONLINE SOLUTIONS-AWARD LETTER- EXECUTED

6 - 26 MARCH 2026- CONTRACT RENEWAL-ITB #2023-2-FORENSICS AUTOPSY & PATHOLOGY SERVICES- AWARD LETTER- EXECUTED

7 - 26 MARCH 2026- WORK ORDER- PHASE 2-GREAT RIVER ENGINEERING- EXECUTED

8 - 26 MARCH 2026- WORK ORDER- MAINTENANCE BUILDING DESIGN- GHN- EXECUTED

COPY

CERTIFIED COMMISSION ORDER# 03-26-2026-01

The Treasurer is hereby ordered to pay the following entities:

COUNTY AID ROAD TRUST (CART)			
3/19/2026		January 2026 Term	
Receipt #:			
MOTOR FUEL TAX			\$175,846.33
MOTOR VEHICLE SALES TAX			\$35,395.14
MOTOR VEHICLE FEE INCREASES			\$11,454.30
TOTAL RECEIVED		222-43354	\$222,695.77
BRIDGE (15% AS REQUIRED BY STATUTE)		15%	\$33,404.37
TOTAL TO BE DIVIDED AMONG ROAD DISTRICTS			\$189,291.40
	MILES		
COMMON 1	273.51	33.118204054%	\$62,689.91
COMMON 2	285.20	34.533698206%	\$65,369.32
BILLINGS SPECIAL	103.25	12.502119003%	\$23,665.44
GARRISON SPECIAL	15.88	1.922844066%	\$3,639.78
OZARK SPECIAL	101.12	12.244206040%	\$23,177.23
SELMORE SPECIAL	30.50	3.693119899%	\$6,990.76
SOUTH SPARTA SPECIAL	11.10	1.344053472%	\$2,544.18
STONESHIRE	5.30	0.641755261%	\$1,214.79
TOTAL ROADS	825.86	100.00%	\$189,291.40

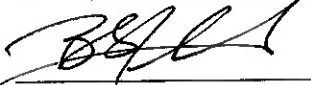
Calculations prepared by the Highway Administrator


Lynn Morris, Presiding Commissioner

3-26-25
Date


Johnny Williams, Western Commissioner

3-26-26
Date


Bradley A. Jackson, Eastern Commissioner

3-26-26
Date

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 26th day of March, 2026.




Paula Brumfield, Clerk of the County Commission

Christian County Commission

Public—Commission Meeting Guidelines

The Christian County Commission welcomes and encourages the public to attend open meetings. To ensure meetings remain safe, orderly, and productive, the following guidelines apply.

Meeting Conduct

The Commission supports the public's right to attend and participate, particularly during designated public comment periods.

- Meetings are conducted to efficiently address public business; all attendees are expected to remain respectful and orderly.
- Attendees may not speak out of turn unless recognized by a commissioner during public comment.
- Shouting, threats, violence, or disruptive behavior are not permitted.
- Individuals who interrupt or disrupt a meeting will be warned by the Presiding Commissioner. Continued disruption may result in removal from the meeting.

Agenda Requests (Public)

Christian County residents may request that an item be placed on the agenda for a regular Commission meeting.

- Requests should be submitted in writing to the Presiding Commissioner.
- Residents must first meet with the Presiding Commissioner (or a designee) to attempt to resolve the issue, unless this requirement is waived.
- This meeting will be scheduled within 20 business days of the written request.
- If no meeting occurs within 20 business days, or if the resident is not satisfied with the outcome, the resident may submit a written request to the County Clerk (or designee) to place the item on the agenda for the next meeting.

Public Comment Procedure

The Commission provides time for public comments during regular meetings under the following rules:

- **Agenda Items Only:** Comments must relate to items listed on the posted agenda.
- **Sign-Up Required:** Speakers must sign up before the meeting begins and provide their name, address, and agenda item (Christian County residents only).
- **Time Limit:** Each speaker is limited to three (3) minutes.
- **One Opportunity:** Individuals may speak only once per agenda item.
- **Closed Session Topics:** Comments are not permitted on matters eligible for closed session under Missouri law.
- **Handouts:** Any handouts must be provided to the meeting secretary prior to the meeting for distribution.
- **Approaching the Commission:** Speakers may not approach the Commission without permission.

The Commission appreciates the public's cooperation in maintaining a respectful and productive meeting environment.

Christian County—Proposed Agenda Policy

COMMISSION AGENDA

The Christian County Commission meets every Thursday at 9:00am (other meetings are held when deemed necessary).

Agenda item requests may be submitted by County officeholders or employees. The Agenda Item Request Form along with all required supporting documentation must be submitted by email to agendarequests@christiancountymo.gov no later than 12:00pm on the Monday preceding the Thursday meeting.

The Presiding Commissioner (or designee) reviews all submissions and determines agenda placement by Tuesday at noon. The County Clerk's Office is responsible for preparing and publishing meeting agendas in accordance with Chapter 610, RSMo.

Special or emergency meetings may be held when necessary but should be limited and not used in place of proper planning.

ENTITY	PROJECT REQUEST	NOTES	TOTAL PROJECT COST	REQUESTED FY26 PROJECT COST PARTICIPATION	PROPOSED FY26	% APPROVED OF REQUESTED FUNDING	QUARTERLY	COST SHARE BY ENTITY	
								\$	%
SOUTH SPARTA SPECIAL	CHIP & SEAL	SHADY GROVE ROAD CHIP AND SEAL	\$95,000.00	\$80,000.00	\$80,000.00	100%	\$20,000	\$15,000.00	16%
BILLINGS SPECIAL	WIDENING & OVERLAY	WIDENING & SMOOTHING ROADWAY SURFACE ON LENAPE RD, HOWARD ST, MT VERNON RD	\$297,000.00	\$80,000.00	\$80,000.00	100%	\$20,000	\$217,000.00	73%
GARRISON SPECIAL	ROAD MAINTENANCE	GARRISON RIDGE RD & OTHERS	\$80,000.00	\$80,000.00	\$80,000.00	100%	\$20,000	\$0.00	0%
SELMORE SPECIAL	CHIP & SEAL	CHIP AND SEAL, COLLINS, GOLDENROD, MEADOWLARK, MICHIGAN, CRABAPPLE, AUTUMN SAGE, ROLLING MEADOWS, UTAH	\$154,880.00	\$80,000.00	\$80,000.00	100%	\$20,000	\$74,880.00	48%
STONESHIRE SPECIAL	MILL & OVERLAY	MILL & OVERLAY RAVENHILL DR	\$102,795.00	\$80,000.00	\$80,000.00	100%	\$20,000	\$22,795.00	22%
OZARK SPECIAL	CULVERT PROJECT	MCCAULEY ROAD @ SPOUT SPRINGS HOLLOW CULVERT REDESIGN, INSTALLATION OF ADDITIONAL CULVERTS	\$309,431.67	\$80,000.00	\$80,000.00	100%	\$20,000	\$229,431.67	74%
235 - MUNICIPAL COST SHARE			\$100,000.00	\$100,000.00	\$100,000.00	100%	\$25,000	N/A	
235 - CAPITAL IMPROVEMENT PROJECTS			\$400,000.00	\$400,000.00	\$400,000.00	100%	\$100,000	N/A	

\$1,539,106.67

\$980,000.00

\$980,000.00

\$559,106.67



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

March 26, 2026

Online Solutions, LLC (DBA Citizenseve)
1101 E Warner
Suite 160
Tempe, AZ 85284
ATTN: Kara McFall, PMP
800-325-9818 x709
kara@citizenseve.com

RE: #2022-25 Planning & Developing Software

The Christian County Commission voted in session today to renew the contract for Planning & Developing Software to Online Solutions, LLC (DBA Citizenseve).

The contract (originally awarded in 2022) was for a one-year period with options to renew for four additional one-year periods. This is the third renewal (year four) and is effective April 1, 2026, through March 31, 2027.

Your point of contact will be the Director of Resource Management, Todd Wiesehan. Mr. Wiesehan can be reached at 417-582-4386 or by email at toddw@christiancountymo.gov.

Johnny Williams
Western Commissioner

Date: 3-26-26

Lynn Morris
Presiding Commissioner

Date: 3/26/26

Bradley A. Jackson
Eastern Commissioner

Date: 3-26-26



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

March 26, 2026

Southwest Missouri Forensics
PO BOX 1695
Nixa, MO 65714
417-725-2157
csyforensics@gmail.com

Re: Contract Renewal ITB #2023-2 Forensics Autopsy & Pathology Services

The Christian County Commission voted in session today to renew the contract for ITB #2023-2 Forensics Autopsy & Pathology Services to Southwest Missouri Forensics.

This is the third contract renewal (year four) and is effective March 28, 2026, through March 27, 2027.

Your point of contact is Coroner Mandi Armitage. Coroner Armitage can be reached at 417-708-1294 or by email at marmitage@christiancountymo.gov.

Johnny Williams
Western Commissioner

Date: 3-26-26

Lynn Morris
Presiding Commissioner

Date: 3/26/26

Bradley A. Jackson
Eastern Commissioner

Date: 3-26-26

ENGINEERING SERVICES WORK ORDER

This Supplemental Agreement is made part of an agreement between Christian County (Client) and Great River Engineering (Consultant) for General Engineering Services. The Consultant will provide the services as described below.

SCOPE OF SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Consultant (GRE) shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

The objective of this Scope of Services is to provide site grading, roadway design, and storm water collection and conveyance design for a new county maintenance building at the Christian County Government Plaza. The development area is approximately 2.5 acres and is generally located immediately west of the newly constructed Operations Building. The site will not be regulated by design standards of the City of Ozark, but will be solely reviewed and approved by Christian County. Roadway will be a private drive and stormwater will be collected and conveyed to a previously designed, approved, and constructed stormwater detention basin. Engineer will also assist Client with preparation of bid documents, cost estimates, solicitation of bidders, attend the bid opening, assist with contract preparation by the contractor, and provide as needed assistance to the Client and Contractor during construction.

Task 1 - SURVEY

- A. Consultant shall prepare a current topographic survey of the design area for use in all aspects of the design process. This will be necessary due to changes in the area from recent construction activities.

Task 2 – SITE AND GRADING PLAN

- A. Consultant shall provide a dimensional site plan and site grading design for the private roadway, maintenance building area, and the area to the south of the proposed building to provide positive drainage of the improvements to the existing stormwater detention basin. Engineer will work with Christian County personnel on specific requirements for the maintenance building site and associated parking areas.

Task 3 - STORM WATER DESIGN AND SWPPP

- A. Consultant shall update the previously designed storm water collection and conveyances (e.g., pipes, inlets, ditches, etc.) as needed to provide conformity with the current site and grading design. All storm water collected will be directed to the previously designed and constructed detention basin at the southwest corner of the Government Plaza property.
- B. Consultant shall prepare a sediment and erosion control plan as well as a Storm Water Pollution Prevention Plan (SWPPP) for the property to assist in limiting erosion and sediment from leaving the site during construction. These documents are to be used as a starting point for the project but will need to be kept updated and revised as necessary by the Client or his contractor during construction.
- C. The grading improvements will require obtaining a Missouri State Operating permit for Land Disturbance. Consultant will assist the County with obtaining this permit, however the County will be responsible for any permitting fees required by the regulatory agency.

Task 4 – ROADWAY DESIGN

- A. Consultant shall prepare plan and profile sheets, typical sections, and x-sections for the private roadway, generally beginning at the termination point of the previous phase and extending westerly then northerly to a point just beyond the northern access drive for the proposed Maintenance building (approximately 600 feet).

Task 5 – BID PHASE SERVICES

- A. Consultant will prepare bid documents, cost estimate, solicit prospective bidders, answer bidder questions and issue addenda as needed, attend the bid opening, and assist with finalization of contract between Client and contractor.
- B. Services during construction, ie: site visits, inspection services, etc. are not included in this proposal. If requested, these services will be considered additional services and either billed on an hourly basis or a service fee can be negotiated prior to construction.

Task 6 – CONSTRUCTION PHASE SERVICES

- A. Consultant will act as liaison between the client and contractor. Consultant will, during construction, assist with RFI's, review of pay requests and certified payroll, attend meetings with both client and contractor as needed, and make site visits as requested to assist client and/or contractor.

FEE

Consultant will provide the above scope of services for the Christian County Municipal Campus on an hourly basis for \$46,500.00.

Acceptance:

Consultant: Great River Engineering

Client: Christian County, Missouri

By:  3/26/26
Lynn Morris, Presiding Commissioner Date

By: Spencer Jones

By:  3-26-26
Bradley A. Jackson, Eastern Commissioner Date

Title: Principal

By:  3-26-26
Johnny Williams, Western Commissioner Date

Date: 3/31/2026

Attest:  3-27-26
Paula Brumfield, County Clerk Date



Auditor Certification:

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

 3/27/26
Amy Dent, Christian County Auditor Date

WORK ORDER

MAINTENANCE BUILDING – DESIGN MODIFICATIONS AND CA SERVICES

March 3, 2026



Original Agreement

AIA Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, dated and adopted April 5, 2022, between the Christian County Commission and Gaskin Hill Norcross of Missouri, Inc.

Project Description

Design, Bidding Support, and Construction Phase Services to complete the Maintenance building design previously prepared. This Work Order also includes design modifications to expand the footprint of the design for an additional metal building bay. The Architect expects to edit the previously prepared construction documents to incorporate the expanded design changes. All services will be related to the building itself except as may be required for incidental integration with the site at the doors. Site design will be provided by the Owner's civil engineering subconsultant under separate arrangement.

The Architect acknowledges that the remaining portions of the previous Work Order related to this project was terminated before moving to the bidding phase, so this proposal replaces any previously described design, bidding, or construction administration services and related fees.

The architect acknowledges that the Owner may elect to utilize management services of Navigate Building Solutions to assist with representing the Owner's interests during the design, bidding, and construction phase. GHN will coordinate with Navigate's standard consulting process as part of the services included in this work order.

Design Disciplines Proposed

- | | |
|--|--|
| <input checked="" type="checkbox"/> Architecture (Building Envelope) | <input checked="" type="checkbox"/> Plumbing Engineering |
| <input checked="" type="checkbox"/> Architecture (Interior Development) | <input checked="" type="checkbox"/> Electrical Engineering (Subconsultant) |
| <input type="checkbox"/> Overall Site Design | <input checked="" type="checkbox"/> Interior Design (Permanent Finishes) |
| <input type="checkbox"/> Civil Engineering (Subconsultant) | <input type="checkbox"/> Furnishings Design & Quotation |
| <input checked="" type="checkbox"/> Structural Engineering (Subconsultant) | <input type="checkbox"/> Landscape Architecture (Subconsultant) |
| <input checked="" type="checkbox"/> Mechanical Engineering | <input type="checkbox"/> Other: _____ |

Services Proposed*

- | | |
|--|--|
| <input type="checkbox"/> Discovery / Feasibility Study / Site Selection | <input checked="" type="checkbox"/> Bidding Requirements |
| <input checked="" type="checkbox"/> Regulatory Compliance | <input checked="" type="checkbox"/> Construction Observation |
| <input checked="" type="checkbox"/> Proposed Design Geometry | <input checked="" type="checkbox"/> Contract Administration |
| <input checked="" type="checkbox"/> Material Specifications | |
| <input checked="" type="checkbox"/> Selection of Finish Materials / Colors | |

*See Exhibit B for additional clarifications for services, marked with an "x" in checklist format.

Delivery Method for Construction Services

Design-Bid-Build w/ Specs

Negotiated Contractor

Other: _____

Suggested Design Approach

The following is a brief description of the anticipated design process:

1. Construction Documents Phase
 - Modify the previously prepared Construction Documents as required for the proposed building expansion
 - Convert the design documents into a drawings and 3-part specifications to describe the requirements to the bidders and authorities having jurisdiction.
2. Bidding, Contract Negotiation, and Permitting
 - Obtain pricing for the project, make any necessary clarifications, evaluate the information provided by the contractor, and prepare a contract for construction. Apply for a building permit and provide clarifications to the authorities having jurisdiction.
3. Construction Administration
 - Observe and document the construction. Clarify the design for the contractor as needed and make necessary adjustments due to unforeseen conditions or new information. Certify the contractor's applications for payment based on these observations.
 - An average of two site visits per month during construction is proposed as part of basic services.
4. Inspections and Acceptance Phase
 - Evaluate the design for substantial completion, document deficiencies for correction, and issue a certificate of final completion with the corresponding payment certification.

Your Responsibilities

During the design process, the Owner or Owner's representative will be responsible for participating in meetings to establish the project's requirements and evaluate the design alternatives that GHN develops. Part of this process will be the establishment of an overall budget, working with GHN to identify all expected construction costs and soft costs that may apply.

Due to high market volatility in the construction industry in recent years, the Architect and Owner may need to rely on input from outside contractors or 3rd-party estimating agencies (under separate contract) to estimate the project.

Design for computer networking, telephone, surveillance, and other low-voltage systems are traditionally provided by the Owner's third-party vendors. GHN can coordinate the location of required conduit lines with these vendors but does not design the system details.

Pricing

GHN proposes a total of \$44,000 for the scope of services listed above. Applicable reimbursable expenses will be in addition to this fee structure, but it is expected that reimbursable expenses will be limited to travel, printing, and any specialty design visualization (rendering) costs. Significant changes to the required scope of

design services or size of the proposed building may require changes to this fee structure under mutually-agreed written instrument.

Fees will be assessed during the design and construction process based on hours charged to the project. It is expected that the overall accrual of total fees will be in general proportion to the phases described below, although this is only an estimate and may vary. Significant variances in this proposed schedule may prompt a reassessment of the proposed project scope.

Fee Allocation by Phase of Services:

Construction Documents Phase:	\$15,000	(Anticipated to be invoiced in 2026)
Bidding and Permitting Phase:	\$ 6,000	(Anticipated to be invoiced in 2026)
<u>Construction Phase:</u>	<u>\$23,000</u>	(Anticipated to be invoiced in 2026-2027)
Total:	100%	

GHN does not require any retainer or down payment, and we will only invoice for the services rendered in the preceding billing period. Fees for construction phase services will be invoiced in general proportion to coordinate with the Contractor's overall pay application. Client-directed additional services, or those relating to unforeseen conditions, may be required that are beyond the scope of this proposal. In this case, GHN typically provides these services at our standard hourly billing rates. A copy of these rates was provided with the original, master, Agreement, or as amended by written instrument.

Next Steps

All service estimates require some degree of assumptions about your needs and expectations, so if you have questions about any of this information, feel free to contact us by any means listed below. The attached "Exhibit A: Supplemental Terms & Conditions" and "Exhibit B: Services Checklist" are made part of this Work Order.

If this proposal meets with your approval, please sign and return a copy to our office, and let us know a convenient time to meet again and start the design process.

Sincerely,



JW Brad Baker, AIA, NCARB
President

Gaskin Hill Norcross of Missouri, Inc.
Office: 417-869-0719
Mobile: 417-848-8818
Email: bbaker@ghnae.com

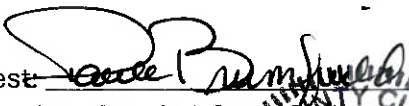
Acceptance:

Client: Christian County, Missouri

By:  3/26/26
Lynn Morris, Presiding Commissioner Date

By:  3-26-26
Bradley A. Jackson, Eastern Commissioner Date

By:  3-26-26
Johnny Williams, Western Commissioner Date

Attest:  3-27-26
Paula Brumfield, County Clerk Date



Auditor Certification:

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

 3/27/26
Amy Dent, Christian County Auditor Date

Exhibit A: Supplemental Terms & Conditions

Scope of Service: The Owner and the Architect have agreed to a list of services the Architect will provide to the Owner, set forth in this agreement. If agreed to in writing by the Owner and the Architect, the Architect shall provide Additional Services, which shall be identified in this agreement. Additional Services are not included as part of the Scope of Services and shall be paid for by the Owner in addition to payment for the services included. Payment for Additional Services will be made by the Owner, in accordance with the Architect's prevailing fee schedule, as provided for earlier. Any services not set forth in this agreement are specifically excluded and consultant assumes no responsibility for those services.

Code Compliance: The Architect shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Service provisions of this Agreement.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Architect as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

Certification/Guarantee & Warranty: The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect's having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolution of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Architect, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Construction Observation: The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Owner and the Architect, in order to observe the progress and quality of the Work completed by the Contractor. This shall not constitute an inspection of the workmanship or code compliance of the Work, but only to ascertain whether the Work appears to be in general conformance with the Construction Documents. The Architect shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. The Architect and Architect's consultants have no "stop work" authority.

Presence of Hazardous Materials: The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site. The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and subconsultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

Information Provided by Others: The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

Standard of Care: In providing services under this Agreement, the Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Architect makes no warranty, either express or implied, as to the professional services rendered under this Agreement. The Architect neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the Construction Documents. The Architect shall not be responsible for the acts or omissions of any contractor or supplier or for any decision made on interpretations or clarifications of the construction documents given by others without consultation and advice of the Architect.

Ownership of Instruments of Service: The Owner acknowledges the Architect's construction documents, including electronic files, as the work papers of the Architect and the Architect's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Architect, the Owner shall receive ownership of the final construction documents prepared under this Agreement. The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Architect. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors,

employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defence costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Architect.

Timeliness of Performance: The Owner and Architect are aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The Architect will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Unauthorized Changes to Plans: In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Architect without obtaining the Architect's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore, the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes.

Termination, Suspension or Abandonment: In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

Exhibit B: Services Checklist

Design Disciplines Required

- Architecture
- Basic Interior Design – Finish locations & Casework/cabinetry geometry
- Interior Design - Selection of Colors & Materials for permanent finishes
- Landscape Architecture
- Structural Engineering (Subconsultant)
- Mechanical Engineering
- Electrical Engineering (Subconsultant)
- Plumbing Engineering
- Site Layout Design
- Civil Engineering / Storm Water Design (Subconsultant)
- Building Envelope Consulting
- Data/Communications/Security/Access Systems Integration

Design Consultant Agreement to be used

- Existing Master Agreement, dated 4-5-2022
- GHN Proposal or Custom Agreement

Project Delivery Method

- Design-Bid-Build (typically requires Project Manual and CSI-style Specifications)
- Negotiated Prime Contractor
- Design-Build (Architect working for Contractor)
- Self-Perform or Self-Contracted by Owner
- Construction Management or CM at Risk

Pre-Design Services

Programming and Preliminary Budget

- Work with the Owner to describe the Functional Program for the Project
- Translate the Functional Program into a Physical Program with Square Foot requirements
- Develop a Site Area program
- Develop a Preliminary Budget based on RS Means Construction Cost Index information
- Owner's defined design scope governs; budget is passive

Site Selection and Due Diligence

- Visit the site in order to record initial impressions
- Research regulatory and zoning constraints on proposed project site(s)
- Assist with Commissioning of a Land Survey (Boundary and Topographical)
- Develop Schematic Site Layouts
- Represent the Owner at Zoning Hearings, Historic Boards, or similar council meetings.
- Participate in Development Review with City/County
- Assist with Commissioning of an Environmental Analysis of site
- Assist with Commissioning Geotechnical and/or Soils Testing
- Evaluate impact of Storm Events and Insurance Considerations

- Coordinate with Traffic and Driveway Authorities Having Jurisdiction
- Coordinate with Utility Company for available services and design requirements

Preliminary Building Planning

- Develop Bubble-Diagram building diagrams and analyze adjacencies with Owner
- Determine Preliminary Structural and Building Systems Strategies

Sustainability Goals

- This project will pursue a Certified Sustainability Goal of [_____]
- This project will pursue leading-edge Sustainability practices without certification
- This project will use accepted engineering practices to adopt customary efficiency levels

Schematic Design Phase

Expected instruments of service for design visualization:

- Developed with Two-dimensional, CAD drawings of primary orthographic views
- Three-dimensional, Building Information Modeling (model only)
- Three-dimensional, BIM, with Color-rendered images for marketing purposes

Functional Space Layout(s)

- Based on the Architect's recommended configuration
- Based on previous design to be expanded by one PEMB bay.
- Show multiple [_____] design approaches, if possible, based on program
- Prepare Schematic Site Plan

Expected Analysis

- Evaluate design with model Building Codes and Accessibility Standards
- Participate in a preliminary review with the local authorities having jurisdiction
- Overall Structural strategy – overall construction type, basic framing system
- Limited Structural strategy – evaluate renovations for new conditions, mechanical equipment, etc.
- Propose Mechanical/Plumbing equipment systems strategies

Present Schematic Design(s)

- To the Owner/Decisionmakers only
- To other constituents as follows: _____

Design Development Phase

Site Layout

- Parking Lot and Site Accessibility
- Parking Count / Analysis for Zoning Compliance
- Civil & Storm Water Design
- Landscaping Design
- Irrigation Systems Design
- Site Utilities Design
- Sewer System Design

Design Coordination

- Coordinate design with Owner's Existing Furnishings or Equipment

- Coordinate Owner-furnished items
- Develop millwork design geometry
- Develop interior elevations
- Develop budget for Owner's approval

Select and specify the following architectural finishes

- Exterior Materials (building envelope: walls and roof)
- Windows, Storefront glazing, spandrel panels
- Doors and Hardware
- Millwork and Countertops
- Ceiling Materials
- Light Fixtures
- Floor Finishes
- Wall Finishes
- Detailed Trim and Accessories
- None of the Above: Indicate architectural dimensions only, Owner to make selections

Construction Documents Preparation

Construction Documents sufficient in detail for the chosen delivery method

- Site Design
- Architectural Plans & Roof Layout
- Building Sections (if applicable)
- Detailed Envelope Sections
- Exterior Elevations
- Finish Floor Plans
- Framing Plans
- Mechanical Plans
- Electrical Plans
- Plumbing Plans

Specifications

- Included on the drawings in an architect-determined format
- Included in a Project Manual in 3-part CSI format

Bidding and Permit Phase

General Conditions and Bidding Requirements (Front End)

- Developed by Owner
- Developed by Architect (AIA A201 or similar)

Coordinate with Authorities Having Jurisdiction

- Apply for a Building Permit and answer related questions
- Adjust Construction Documents as required by governing bodies
- Apply for a Land Disturbance Permit from the Department of Natural Resources
- Not applicable based on jurisdiction

Bidding Process

- Research market factors such as competing bid dates from other projects
- Consult with Owner's legal counsel about special requirements
- Pre-qualify bidders
- Assist with advertising for bids
- Issue documents to plan rooms
- Distribute Bid Documents and maintain register of potential bidders (via online plan rooms)
- Conduct a pre-bid meeting
- Respond to bidder questions and issue written addenda
- Evaluate and approve Substitution Requests from bidders
- Assist with bid opening and general analysis
- Provide detailed analysis of bids and check for completeness

Post-Bid

- Vet and certify bids from lowest bidder(s)
- Review Contractor's Schedule of Values and major subcontractors list
- Prepare general contract for construction
- Obtain & review required insurance certificates, bonds, etc, from Contractor

Construction Phase Services

General Administration

- Conduct pre-construction conference (overall)
- Conduct pre-installation conferences for major disciplines
- Respond to Contractor's Requests for Information (RFIs)
- Audit & review special tests required during construction and review reports
- Review and certify Contractor's applications for payment

Construction Observation

- On a Weekly, Up to Semi-Monthly, Monthly Basis (as construction progress/weather permits)
- Minimally (as determined by the Architect) to satisfy a basic standard of care only
- Issue Field Reports with Photographs to document progress

Prepare Supplemental Instructions and Change Orders

- In response to unforeseen conditions (as an Additional Service)
- To clarify original design intent

Review Submittals from the Contractor

- Structural Elements
- Mechanical, Electrical, and Plumbing Equipment
- Doors, Windows, and Hardware
- Exterior Materials (building envelope: walls and roof)
- Millwork and Countertops
- Interior Finishes
- Accessories

Closeout Inspections

- Perform Substantial Completion inspection
- Develop a Punch-list of remedial items
- Perform follow-up inspections
- Issue certificate of Substantial Completion
- Perform a Final Completion inspection and issue certificate

Post-Construction Services

Perform Commissioning Services for the following

- Building Envelope (requires special contract exhibit)
- Mechanical/Plumbing Systems
- Generator/Electrical
- Irrigation Systems
- Site Maintenance Plan (for Plantings)

Record Documents

- Prepare Record Drawings and Specifications based on change documents and contractor markups
- Prepare measured As-Built drawings (requires special contract exhibit)
- Prepare Building Information Model for Owner's Use (requires special contract exhibit)
- Verify Contractor's Operations & Maintenance Manuals

Services during Contractor's Warranty period

- Review and analysis of concerns will be considered Additional Services
- Perform Warranty inspection after about 11 months