



# PLATTE COUNTY COMMISSION

SCOTT FRICKER  
PRESIDING COMMISSIONER

DAGMAR WOOD  
1ST DISTRICT COMMISSIONER

JOE VANOVER  
2ND DISTRICT COMMISSIONER

COUNTY COMMISSION ORDER: **2023-CO-001-ARPA**

ATTEST A TRUE COPY  
JERA PRUITT  
CLERK OF PLATTE COUNTY COMMISSION  
*Jera Pruitt*

DEPARTMENT: Facilities

PREPARED BY: Daniel Erickson

## IN THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI

AN ORDER APPROVING A CONTRACT BETWEEN PLATTE COUNTY AND GBA (George Butler and Associates)

FOR THE PURPOSE OF: Platte County, Missouri is receiving approximately \$20 million in federal funds pursuant to the American Rescue Plan Act (ARPA.) The County desires that its facilities and operations meet pandemic operational needs. The County proposes to use the funds primarily for capital investments in and physical plant changes to public facilities that respond to COVID-19 and for mitigation measures to prevent COVID-19 in congregate settings within public facilities. The purpose of this agreement is to provide Owner's Representative Services for the ARPA Funded Projects.

The money expended pursuant to this contract is to pay for costs of consultants to support effective management and oversight of many of Platte County's ARPA programs. The Owner's Representative services provided by GBA will improve the design and execution of many of the County's ARPA programs. GBA will administer and improve the efficacy of these programs. Therefore, the expenditures under this contract will be taken from budget line 1510-1410-70190 ARPA - Restricted and reported under "Expense Category 7.1 Administrative" pursuant to the Compliance and Reporting Guidance, Version 5.0, issued September 20, 2022 which states on Page 8-9, section a:

Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office

The maximum compensation for services rendered under this contract is \$320,000.

WHEREAS, it is in the best interests of the citizens of Platte County that the County enter into a contract with GBA.

For the purpose of: Platte County professional services agreement with GBA

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. **CONTRACT APPROVAL.** The COUNTY is hereby authorized to enter into a Contract with GBA.
2. **EXECUTION OF CONTRACT.** The Presiding Commissioner and the County Clerk are hereby authorized to execute the Contract in substantially the form of the proposed Contract attached hereto, together with any and all other documents as needed to carry out the intent of this Order.

Budget Impact: \$320,000

Approved as to form and legality:



Robert H. Shaw, County Counselor

Pursuant to Sections 50.660 and 55.160 RSMo., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

  
\_\_\_\_\_  
Kevin Robinson, County Auditor

This Order shall be effective immediately upon passage.

Done this 10th day of April, 2023 at Platte City, Missouri




ATTEST:



Jera Pruitt  
County Clerk



Scott Fricker  
Presiding Commissioner



Dagmar Wood  
1st District Commissioner



Joe Vanover  
2nd District Commissioner

April 5, 2023

Scott Fricker  
Platte County Presiding Commissioner  
Platte County Administration Building  
415 Third Street, Room 210  
Platte City, MO 64079

**SUBJECT: Platte County - Owner's Representative Services for ARPA Funded Projects  
GBA Proposal Agreement**

Scott,

Thank you for the time you spent outlining Platte County's planned maintenance and tenant improvement projects, along with your overall objectives.

We would appreciate the opportunity to assist Platte County with Owner Representative Services for the ARPA funded projects you are planning, including services during Pre-Construction, A/E Design, Contractor/Vendor Bidding, Construction, Project Closeout, and the 1-year Warranty phases of your project(s).

~~We understand your concern with allocating all available funding by the end of 2024 and the desire to get as much bang for your buck once you address the deferred maintenance projects. On a quarterly basis we would plan to monitor both the maintenance and construction budgets, identify unforeseen conditions that inevitably arise during restoration and repair work that add cost to a Project, and reassess available funds for remaining construction projects. Our goal is to help Platte County set a strategy and re-evaluate that strategy throughout the course of the Project to complete as much of the desired maintenance and construction work as possible.~~

We thought it might be beneficial to lay out a draft schedule for the first 2 months of the Project, which would be further refined after review of Treanor's report and discussions with the County's stakeholders. Please see below for an initial outline schedule and tasks for the first 2 months:

**Owner's Representative Scope of Services: Initial 2-Month Outline Schedule (DRAFT):**

Within the first month, we anticipate completion of the following tasks:

- Meet with County stakeholders weekly (or as deemed necessary)
- Review Treanor's report and perform a walk-thru of the County's facilities to observe the desired scope of maintenance and construction work noted in the report
- Provide an outline format follow-up Assessment Report that re-affirms and/or recommends enhancements to maintenance/construction priorities noted in the report, as well as a planned process on how to proceed
  - i. Identify construction projects that can be sent straight to Contractors/Vendors for Bidding with just a simple Scope of Work Document, followed by a Walk-Thru Pre-Bid Meeting
  - ii. Identify construction projects that can be sent to Contractors/Vendors for Bidding with the addition of a Scope of Work Document and a basic project description, followed by a Walk-Thru Pre-Bid Meeting
  - iii. Identify construction projects that would require Professional Architectural and/or Engineering Services to prepare Construction Drawings for Contractor Bidding
  - iv. Identify construction projects that can be grouped together for Contractor/Vendor Bidding

- v. Identify construction projects that require Phasing
- vi. Identify construction projects that can be completed concurrently by different Contractors/Vendors

Rough out a sequence of construction projects

Within the second month, we anticipate completion of the following additional tasks:

- Meet with County stakeholders weekly (or as deemed necessary)
- Refine the Scope of Construction Work to be included in each Contractor/Vendor Bid Package
- As needed and when allowed, interview Contractors/Vendors and provide a recommended list of Pre-Qualified A/E Contractors to the County (including Contractors/Vendors with established track records on Platte County maintenance & construction projects)
- Refine the construction project sequence
- Develop an initial Master Schedule of Construction Work
- Develop an initial Financial Expenditure Schedule (if desired by the County)

During the remaining months of the project, we anticipate the following strategy for completing of concurrent tasks:

- Meet with County stakeholders bi-weekly
- Develop Scope of Work Documents for construction projects that can be sent straight to Contractors/Vendors for Bidding
- Prepare basic project descriptions for individual Contractor/Vendor Bid Packages identified in the initial planning phase
- Coordinate 3rd Party Professional Architectural and/or Engineering Services for individual Bid Packages as identified in the initial planning phase
- Finalize and Issue RFQ's/RFP's for the Scope of Construction Work to be included in Each Contractor/Vendor Bid Package
- Manage the Bidding process for individual Contractor/Vendor Bid Packages
- Conduct Pre-Bid Meetings with Contractors/Vendors
- Attend bi-weekly Owner/Architect/Contractor (OAC) jobsite meetings on behalf of Platte County for various on-going maintenance and construction projects
- Refine and revisit the Master Schedule of Construction Work
- Monitor both the maintenance and construction budgets and reassess available funds for remaining construction projects

- Refine and revisit the Financial Expenditure Schedule (if desired by the County)

For additional information on the Scope of Anticipated Owner's Representative Services during each phase of the project please reference attach Exhibit A – Summary of Anticipated Owner's Representative Services.

## Clarifications

We understand that Platte County desires that its facilities and operations meet pandemic operational needs and that the County proposes to use the ARPA funds primarily for capital investments in and physical plant changes to public facilities that respond to COVID-19, as well as for mitigation measures to help prevent COVID-19 in congregate settings within public facilities.

In the process of helping Platte County respond to Covid 19, GBA may also help the County with projects that are not direct responses but are discovered to be projects that need to be completed.

To help the County with these efforts, GBA proposes the following:

- GBA will organize an overall master budget and that budget would steer projects towards the 2 buckets of funding - 10 million dollars in unrestricted funding and 10 million dollars in restricted funding based on each project's initial thoughts on whether the project could be classified as addressing the COVID-19 health care emergency.
  - For any projects that are thought to be on the borderline when it comes to addressing the COVID-19 health care emergency, we understand the County will engage a Government Procurement Consultant to help determine and gather evidence that would be required. The County will rely on the Government Procurement Consultant's opinions and determinations regarding whether a given project addresses the COVID-19 health care emergency, as that type of determination is outside GBA's field of expertise.
  - For both projects that are thought to be more clearly qualified for the restricted funding and for projects that are on the borderline for qualification, GBA could provide Additional Services, requiring additional compensation, to attend public roundtable discussions and collect documentation that will help support the county's ARPA qualification claims, help write joint opinion letters with the Commissioners noting how a given project addresses the COVID-19 health care emergency, or other tasks that may be needed for evidence. However, GBA cannot provide any assurances or guarantees that the Federal Government will approve any given project as a Covid-19 healthcare emergency or that the Federal Government will provide funding.

## Schedule

We understand the County would like to start right away with planning of this maintenance and construction work and we are prepared to assist with this project immediately upon receipt of a signed Agreement.

The anticipated length of the project is mid-February 2023 through the end of December 2024.

### Compensation

We propose to provide these services on a Phased Fix Fee, as a percent of the ARPA Funding Budget that is planned. We understand there is up to 20 million dollars that may be allocated.

Although we understand the goal is to spend the full 20 million in ARPA Funding, in the event less funding is planned we would propose a graduated fee schedule based on the following dollar amounts:

Phase 1 - Up to 10.0 million dollars of cumulative ARPA Funding planned:

- \$180,000 – One hundred and eighty thousand dollars

Phase 2 - 10.1 to 15.0 million dollars of cumulative ARPA Funding planned:

- \$75,000 – Seventy-five thousand dollars

Phase 3 - 15.1 to 20.0 million dollars of cumulative ARPA Funding planned:

- \$65,000 – Sixty-five thousand dollars

The total cumulative ARPA Funding amount will be based on the total amount of work planned, not the amount of funding paid out (in the event a Project that is Bid does not move forward to the Construction Phase).

Billing will be based on time incurred each month per GBA's Standard Hourly Rates, attached in Exhibit C. These rates are effective through June 2023 and will be adjusted annually. The maximum compensation for labor will be a total of \$320,000 (Three Hundred Twenty Thousand Dollars).

Reimbursables Expenses will be billed at cost and are not include in the above fee.

Payment Terms: 30 days from the date of submitted invoice.

### Additional Services

- GBA will provide Additional Services at Time and Expense, requiring additional compensation, to help collect documentation that will support the County's ARPA qualification claims for various projects, as the need arises.
- Should the need arise for GBA's Scope of Services to extend beyond the end of calendar year 2024, including 1-year Warranty visits for any individual Projects, additional compensation can be negotiated once the extent of Additional Services required for the schedule extension has been determined.
- If desired, Professional Architectural and Engineering Services could be provided by GBA to complete Construction Drawing Documents upon request. If requested, these services would be provided under a separate Agreement.
- Additional Services, if provided, would be performed at our Standard Hourly Rates effective at the time Additional Services are performed.

**Terms and Conditions:**

GBA's Standard Terms and Conditions are attached and are a part of this Letter Agreement. Reference Exhibit B.

After you have reviewed the contents of this Agreement, please acknowledge your approval in the space provided below and, in the space provided on the attached Terms and Conditions and return an executed copy to GBA.

Please call us if you have any questions on the information in this Agreement. Your signature below will serve as our written authorization to proceed with this project.

Sincerely,

GEORGE BUTLER ASSOCIATES, INC.



Keri McGill, P.E., LEED AP  
Senior Associate

APPROVED by **Platte County Missouri Commission Office**

We hereby approve the provisions set forth in this Letter of Agreement for the above Scope of Work.

Dated this 10th day of April 2023.

By:  \_\_\_\_\_

Title: Presiding Commissioner

**Attachments:**

- Exhibit A – Summary of Anticipated Owner's Representative Services
- Exhibit B – George Butler Associates, Inc. ("Owner's Representative") Terms and Conditions
- Exhibit C – George Butler Associates, Inc. Standard Hourly Rates

PLATTE COUNTY CLERK

  
\_\_\_\_\_  
JERA PRUITT



## **EXHIBIT A - Summary of Anticipated Owner's Representative Services**

### **Define Scope**

- Review and Evaluate scope defined by Treanor Report
- Revise scope per project requirements
- Present to Owner for discussion and approval
- Develop narrative of scope and define required documentation
- Coordinate design and construction standards to be utilized by Contractors and Consultants, including standard project specifications and standard form agreements

### **Documentation**

- Establish list of qualified design professionals and contractors through an established RFQ process
- Develop project scope, design professional and contractor deliverables
- Obtain Proposals from Design Consultant(s) and review with Owner for award
- Review consultant's design at 60% and 100% levels of completion
- Request relevant updates and revisions from consultants
- Present finalized design to Owner for approval to proceed with Bidding

### **Bidding**

- Distribute plans to qualified contractors
- Direct questions to Design Consultant and monitor response
- Coordinate written Addenda with the Design Consultant
- Open bids and prepared bid tab for Owner review

### **Award**

- Select Contractor and notify of intent to award
- Obtain list of Sub Contractors and material suppliers from Contractor
- Verify Contractor and Sub-contractors to be selected are licensed and in good standing
- Prepare Construction Agreement for project
- Obtain signed agreement from Contractor along with required bonds and Certificate of Insurance
- Award project to selected Contractor
- Assist Contractor in submitting construction documents for permitting
- Verify that the Design Professional is responding promptly to County and City Permit Review Comments and monitor plan review process until building permit is issued

### **Construction Administration**

- Obtain and review Construction Schedule from Contractor who shall provide bi-weekly updates
- Obtain Schedule of Values from Contractor prior to first Pay App
- Provide on-site review of the construction in progress during weekly intervals
- Host Project Progress Meeting with Owner and Contractor at two week intervals
- Document and track all open project issues until successfully concluded by responsible party
- Review and log all Requests for Information and Architects Supplemental Instructions
- Track and record all weather delay days
- Review and log all drawing revisions
- Review all Change Order Requests and submit to Owner for approval
- Review all Applications for Payment and submit to Owner for approval



Review all submittals and verify design professional is providing timely responses  
Review all submittals that require Owner approval with Owner and provide recommendations as requested  
Coordinate with all Owner's outside vendors and suppliers relevant to the project  
Coordinate requirements for owner retained Special Inspection Services, if needed for a Consultant provided Bid Package

## **Closeout**

Attend punchlist review with Architect and Contractor. Develop punchlist log and maintain until all punchlist items are successfully remedied  
Direct Design Professional to issue a Certificate of Substantial Completion  
Verify all closeout items are submitted by Contractor including warranties, maintenance instructions, maintenance stock, training, operating instructions, etc.  
Verify all commissioning requirements are completed  
Attend Final Occupancy review and monitor any stated deficiencies until remedied and Certificate of Occupancy is issued  
Assist Owner with equipment and furniture delivery and setup  
Verify all equipment and furniture is free of damage and operating properly  
Provide 30 day review of each project and identify any additional punch or warranty items  
Provide 12 month warranty review of each project and track any open items until satisfied or remedied, through the end of December 2024

**EXHIBIT B - GEORGE BUTLER ASSOCIATES, INC. ("Owner's Representative")  
TERMS AND CONDITIONS**

**1.0 Responsibility of Owner's Representative**

**1.1 Scope of Services.** Owner's Representative shall provide the services as described in the attached Proposal, which is incorporated by reference and made a part of this Agreement.

**1.2 Standard of Care.** Owner's Representative shall perform its services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of Owner's Representatives or Project Administrator's profession.

**2.0 Responsibility of Client**

**2.1 Client Representative.** Client shall designate a representative authorized to act on Client's behalf with respect to the Project.

**2.2 Information.** Client shall provide to Owner's Representative all available reports, plans, specifications, background information, and other data pertinent to the services required. Owner's Representative will rely on the accuracy and completeness of this information in the performance of Owner's Representative's services.

**2.3 Site Access.** Client shall arrange Owner's Representative's access to the Project site and provide required personal protective equipment for the purpose of performing Owner's Representative's services.

**2.4 Timely Reviews.** The Client representative shall provide any information or services and render any decisions in a timely manner in order to avoid delay in the orderly and sequential progress of Owner's Representative's services.

**3.0 Compensation**

**3.1 Fees and Expenses.** Client agrees to pay Owner's Representative's fees and reimbursable expenses as described in the attached Proposal.

**3.2 Terms of Payment.** Owner's Representative will submit monthly invoices, which are due upon presentation. If an invoice is not paid within 30 calendar days, Client shall be liable to Owner's Representative for interest at the rate of 1.5% per month and reasonable attorneys' fees and costs incurred to collect the amount due.

**4.0 Services**

**4.1 Instruments of Service.** The Owner's Representative's reports, drawings, specifications, and other deliverables, including all documents on electronic media, are instruments of professional service ("Instruments of Service") and shall remain the property of the Owner's Representative, which also retains the copyrights. During the Project, and conditioned on the Client satisfying its payment obligations under this Agreement, Client shall have a non-exclusive license to use the Instruments of Service with respect to the Project. Client shall not assign its license to third parties without the written consent of the Owner's Representative. However, Client may provide copies of the Instruments of Service to contractors and Owner's Representatives for the purpose of bidding or building the Project and to governmental authorities for the purpose of securing permits, licenses, and approvals.

**4.2 Opinion of Probable Construction Costs.** Opinions of the probable costs and schedule prepared by the Owner's Representative are based on the Owner's Representative's experience, qualifications, and judgment as a professional. Since

the Owner's Representative has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, the Owner's Representative cannot and does not guarantee that the actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from the estimates and projections prepared by the Owner's Representative. If the City desires more accurate estimates or projections, it should retain the services of a construction estimator and/or scheduler.

**4.3 Certifications, Guarantees, and Warranties.** Owner's Representative shall not be required to execute any document that would result in Owner's Representative certifying, guaranteeing, or warranting the existence of any conditions.

**5.0 Construction Issues**

**5.1 Construction Job Site Safety.** Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in Client's agreement with the General Contractor. That agreement will also provide that the General Contractor shall defend and indemnify Client and Owner's Representative and maintain them as additional insureds under the General Contractor's general liability insurance policy.

**5.2 Means and Methods.** Owner's Representative shall not be responsible for the construction means, methods, techniques, sequences, and procedures of the General Contractor, subcontractors and suppliers, and shall not be liable for the failure of the General Contractor or other Project participants, not under contract to Owner's Representative, to fulfill contractual responsibilities to Client, construct the Project in accordance with applicable Contract Documents, or comply with federal, state, or local laws, regulations, and codes.

**5.3 Observation of Construction.** If required by the attached Proposal, Owner's Representative's observation of construction is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable Contract Documents. Owner's Representative will not be required to make exhaustive or continuous on-site observations. Owner's Representative will not have any authority to stop the work.

**5.4 Interpretations or Decisions by Owner's Representative.** If the attached Proposal authorizes Owner's Representative to interpret and decide matters concerning the performance of any contractor or the requirements of the applicable Contract Documents, it shall not show partiality to the Client or contractor and shall not be liable for interpretations and decisions rendered in good faith.

**6.0 Contract Time**

**6.1 Termination.** Either party may terminate this Agreement at will upon 30 calendar days' written notice. Within 30 calendar days of termination by Client, Client shall pay Owner's Representative for all services rendered, all expenses incurred up

**EXHIBIT B - GEORGE BUTLER ASSOCIATES, INC. ("Owner's Representative")  
TERMS AND CONDITIONS**

to the date of termination, and reasonable fees and expenses incurred as a result of the termination.

**6.2 Delays.** Owner's Representative is not responsible for delays caused by factors beyond Owner's Representative's reasonable control, including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of Owner's Representative's services or work product promptly, or delays caused by faulty performance by Client, General Contractor, subcontractors or suppliers. When such delays occur, Client agrees Owner's Representative is not responsible for damages and is not in default of this Agreement.

**7.0 Risk Allocations**

**7.1 Insurance.** During the term of this Agreement and upon request, Owner's Representative will provide evidence of insurance with coverage of \$1,000,000.00 in professional liability coverage per occurrence and in the aggregate; \$1,000,000.00 in general liability, employer liability, and auto coverages, each per occurrence and in the aggregate. Increased coverage at Client's request shall not be a reimbursable expense. The Owner Representative's general liability coverage shall name the Owner as an additional insured under the policy. The Owner Representative shall provide the Owner with proof of the insurance coverages required.

**7.2 Limitation of Liability.** To the maximum extent permitted by law and for adequate consideration, the total liability of Owner's Representative and its employees and sub-Owner's Representatives for Client's damages, in any way arising out of the services of Owner's Representative, shall be limited to \$1,000,000.00. This limitation shall apply only to causes of action and legal theories pled or asserted arising from professional errors or omissions, strict liability, and breach of contract or warranty. This section shall not apply to causes of action or legal theories pled or asserted arising from general negligence covered by Owner's Representative's general liability, employer liability, or auto coverages. The parties acknowledge sufficient consideration has been given for this limitation.

**7.3 Indemnification.** To the fullest extent permitted by law, Owner's Representative agrees to indemnify and hold Client harmless from loss, damage, or cost to the extent caused by Owner's Representative's negligent acts, errors or omissions in the performance of services under this Agreement. To the fullest extent permitted by law, Client agrees to indemnify and hold Owner's Representative harmless from loss, damage, or cost to the extent caused by Client's negligent acts, errors or omissions. All contracts let by or on behalf of the Owner in connection with the Project shall contain a provision providing that the other party to the agreement shall defend, indemnify, and hold the Owner's Representative harmless from all claims for bodily injury and property damage (other than to the work itself insured by builder's risk or similar coverage) to the extent of the negligence attributed to such acts or omissions by the other party to the agreement or anyone employed directly or indirectly by them or by anyone for whose acts they may be liable. In addition, all such agreements shall contain a provision requiring the other party to

include the Owner and the Owner's Representative as additional insureds on all insurance policies for the Project, except for professional liability and workers compensation insurance.

**7.4 Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Owner's Representative waive any and all claims against each other and their respective officers, directors, partners, employees, contractors and subcontractors for any incidental, indirect or consequential damages, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, punitive, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Owner's Representative shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

**7.5 Environmental and Health Hazards.** Owner's Representative shall not be responsible for the discovery, identification, presence, handling, disposal or removal of, or exposure of any person to hazardous materials pre-existing in any form at the Project, including, but not limited to, asbestos products or PCB's. In the event Owner's Representative becomes aware of the presence of these materials at or near the job site, Owner's Representative may suspend performance until such materials have been removed by others.

**7.6 Betterment/Added Value.** If Owner's Representative negligently omits a component of the Project from the design, Client will be responsible for the amount it would have paid if the item had been included in the original design. If it is necessary to repair or replace a component of the Project due to the negligence of Owner's Representative, it will not be liable to Client for any enhancement or upgrade of the component beyond what was originally included in the design.

**7.7 Waiver of Subrogation.** Intentionally omitted.

**7.8 Other Parties.** The Owner's Representative shall not be responsible for, nor liable to the Owner for, any damages arising out of, the failure of other persons providing services, work or goods to the Owner to carry out the performance of their Contracts with the Owner.

**7.9 Warranties.** The Owner's Representative makes no warranties relating to schedules or completion dates, budgets, the cost of the Work or the Project, the Work performed by Contractor(s), or any other warranties, express or implied, that are not expressly set forth herein. The Owner's Representative shall have no liability for any errors or omissions in the Construction Documents or any defects in the Services attributable to the Owner's Representative's use of and/or good faith reliance upon the Construction Documents or any other information furnished by or on behalf of Owner or Design Professional.

**8.0 Dispute Resolution**

**8.1 Negotiation and Mediation.** Client and Owner's Representative shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party. If that is unsuccessful, the parties will submit any claim or dispute arising out of or related to this Agreement to nonbinding mediation. Unless the parties otherwise agree, the mediation shall be in accordance with the

**EXHIBIT B - GEORGE BUTLER ASSOCIATES, INC. ("Owner's Representative")  
TERMS AND CONDITIONS**

Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Each party will pay an equal share of the mediator's fees. All contractors, design professionals, subcontractors and sub-Owner's Representatives, who are involved in and potentially liable for any claim being asserted, may be joined into a single mediation.

**8.2 Litigation.** If the parties are unable to resolve a dispute through negotiation and mediation, they may resort to litigation in a court of competent jurisdiction.

**9.0 Other Provisions**

**9.1 Governing Law.** This document shall be governed by the laws of the State of Missouri.

**9.2 Integration.** This Agreement and documents incorporated herein constitute the entire agreement of the parties and supersedes all prior negotiations and representations.

**9.3 Assignment.** Neither party to this agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.

**9.4 Amendments.** This Agreement may only be amended in writing, signed by both parties.

**9.5 Separation Clause.** If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

**9.6 Third Parties.** Nothing in this Agreement shall be construed to create a contractual relationship with or provide any rights or benefits to any person or entity other than Client and Owner's Representative.

**9.7 Jurisdiction and Venue.** Client and Owner's Representative agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Missouri. It is further agreed that any legal action between Client and Owner's Representative arising out of this Agreement or the performance of the services shall be brought in the Circuit Court of Platte County, Missouri.

Platte County, Missouri

By:   
Scott Fricker, Presiding Commissioner

George Butler Associations, Inc.

By: 

PLATTE COUNTY CLERK

  
JERA PRUITT



**EXHIBIT C**  
**GEORGE BUTLER ASSOCIATES, INC.**  
**ENGINEERS / ARCHITECTS / SURVEY**  
**STANDARD HOURLY RATES - EFFECTIVE JUNE 25, 2022**

<b>Employment Classification</b>	<b>Hourly Rate</b>
Principal	280.00
Senior Associate	245.00
Director of AES	245.00
Associate	220.00
Senior Lead AES	220.00
Senior Specialist	220.00
Project Leader	195.00
Lead AES	195.00
Specialist	165.00
Senior AES	180.00
Senior Technician	155.00
Project AES	160.00
Project Technician	125.00
Design AES	140.00
Design Technician	115.00
Staff AES	125.00
Staff Technician	100.00
Senior Construction Inspector	145.00
Construction Inspector 5	135.00
Construction Inspector 4	125.00
Construction Inspector 3	115.00
Construction Inspector 2	105.00
Construction Inspector 1	95.00
Senior Field Technician	135.00
Field Technician 3	110.00
Field Technician 2	100.00
Field Technician 1	90.00
Senior Professional Land Surveyor	155.00
Professional Land Surveyor	145.00
Land Survey Ops Specialist	140.00
Senior Survey Technician	135.00
Land Survey Field Specialist	130.00
Project Admin	105.00
Senior Administrative Assistant	105.00
Administrative Assistant	95.00
<b>Equipment</b>	
(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)	
Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day
<b>Expenses</b>	
Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.	
The following items will be charged as shown (effective July 1, 2022):	
Company Pick-up Truck	0.625 per mile
Personal and Company Cars	0.625 per mile