



AGENDA

Battlefield Fire Protection District Battlefield Volunteer Fire Department



Regular Board Meeting
4117 W. Second St., Battlefield, MO 65619

**Monday, August 24, 2026
11:30 AM**

Preliminaries to the Meeting

1. Call to Order
2. Ceremonial Matters
3. Roll Call
4. Establishment of a Quorum
5. Approval of the Meeting's Agenda

Approval of Last Month's Special and Regular Meeting Minutes

1. Correction of Minutes
2. Approval of Special Meeting Minutes
3. Approval of Regular Meeting Minutes

Financial Business

1. Payment of the bills
2. Check signing
3. Financial statements

Public Comments

1. Any comments must be submitted via email to info@battlefieldfire.com prior to 5pm on the Monday prior to meeting.

Unfinished Business

1. Property on FR 172
2. Station 3 repairs
3. RFQ for 457b plan
4. Hail Damage to Vehicles

New Business

1. Paragon Contract
2. Patch for Discovery Center
3. Policy Updates
4. 2026/2027 Budget
5. General overview

Closed Session

1. Discussion and possible vote concerning: RSMo 610.021 (1) Legal Matters, (2) Leasing, purchase or sale of real estate by a public governmental body, (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.
Closed Session. Closed Record.

Adjournment

Representatives of the news media may obtain copies of this notice by contacting the Battlefield Fire Protection District.

Posted: 8/21/2026 4:00 PM certified by the undersigned that a true copy of the foregoing agenda was posted at the Battlefield Administration and Training Center in Battlefield, Missouri.

Secretary to the Board



Battlefield Fire Protection District Battlefield Volunteer Fire Department



Minutes Special Board Meeting

Location of Meeting:

4117 West Second St.
Battlefield, MO 65619

Time of Meeting:

11:00 AM

Date of Meeting:

July 21, 2026

The meeting of the Battlefield Fire Protection District Board of Directors was called to order by Chairman Danny Perches at 11:00 am. A roll call was taken, and a quorum was established. Board Members Present: Chairman Danny Perches, Vice Chair Jen Albers, Treasurer Mark Pon, Member Dave Puckett, and Member Scott Lambeth.

Mr. Lambeth moved to approve the Meeting's Agenda. 2nd by Mr. Pon. Motion carried.

Public Comments

None

New Business

1. 2027 Budget discussion – Fire Chief Anderson presented the Board with several drafts of the budget for consideration. The Board discussed and asked questions of the staff. No vote or action taken at this time.
2. General Overview: Staff provided a review of current activities.

Closed Session

None

Adjournment: 12:38 pm

Approved by:

Danny Perches

Jen Albers

Scott Lambeth

Mark Pon

Dave Puckett



Battlefield Fire Protection District Battlefield Volunteer Fire Department Minutes July 2026 Regular Board Meeting



Location of Meeting:

4117 West Second St.
Battlefield, MO 65619

Time of Meeting:

5:00 PM

Date of Meeting:

July 14, 2026

The meeting of the Battlefield Fire Protection District Board of Directors was called to order by Chairman Danny Perches at 5:00 pm. A roll call was taken, and a quorum was established. Board Members Present: Chairman Danny Perches, Vice Chair Jen Albers, Treasurer Mark Pon, Member Dave Puckett, and Member Scott Lambeth.

Mr. Lambeth moved to approve the Meeting's Agenda to include adding item #4 Date of August meeting to New Business. 2nd by Mrs. Albers. Motion carried.

Approval of Last Month's Minutes:

1. Approval of Regular Minutes- Mr. Puckett moved to approve the June Regular Meeting Minutes. 2nd by Mr. Pon. Motion carried.

Financial Business:

1. The Board addressed bills to be paid and signed checks.
2. Mr. Pon discussed the June financial report and review of cash assets. Battlefield Volunteer Fire Department's checking account indicates \$5,591.39. Battlefield Fire Protection District's ICS account holds \$5,262,784.56 and Money Market holds \$69,405.36.
3. Mr. Pon motioned to approve the financials. 2nd by Mrs. Albers. Motion carried.

Public Comments: None

Unfinished Business:

1. Property on FR 172: moved to closed session
2. Station 3 repairs: still finding leaks
3. RFQ for 457b plan: kick off meeting with Voya has been scheduled
4. Hail Damage to Vehicles: F-150s will be delayed due to a parts shortage, BC rig almost done, we will submit for a reimbursement of 5k deductible through FEMA

New Business:

1. EMT Course Instructor Contract: the district has agreed to establish a partnership with Elevate EMS Training LLC to offer EMT courses for outside members and district personnel.
2. Policy Updates: Mr. Pon moved to approve Policy #900 Health and Safety Officer as presented. 2nd by Mr. Lambeth. Motion carried. Mrs. Albers moved to approve Policy #901 Illness and Injury Prevention Program as presented. 2nd by Mr. Pon. Motion carried. Mr. Lambeth moved to approve Policy #902 Communicable Diseases as presented. 2nd by Mr. Pon. Motion carried. Mrs. Albers moved to approve Policy #911 Apparatus/Vehicle Backing based on Lexipol's best practice. 2nd by Mr. Pon. Motion carried. Mr. Lambeth moved to approve Policy #913 Fire Station Safety with edit to RSMO per Chief Burr. 2nd by Mr. Pon. Motion carried.

3. General Overview: Staff provided a review of their monthly reports.
4. August board meeting is rescheduled to August 24th @ 11:30am. September board meeting is rescheduled to September 8th @ 5pm.

Closed Session:

1. Information only pursuant to RSMO 610.021 (13). Closed Session. Closed Record.

Motion to go out of Open Session by Mr. Pon. 2nd by Mr. Albers. Motion carried.
Out of Open Session at 5:40 pm.

Motion to go into Closed Session by Mr. Pon. 2nd by Mr. Puckett. Motion carried.
Into Closed Session 5:40 pm

Roll Call: Chairman Danny Perches, Vice Chair Jen Albers, Treasurer Mark Pon, Member Scott Lambeth, Member Dave Puckett, Fire Chief Shane Anderson, Assistant Chief Steve Burr, Deputy Chief Dennis Reynolds, and Secretary Shawn Shupert.

Motion to go out of Closed Session by Mrs. Albers 2nd by Mr. Pon. Motion carried.
Out of Closed Session: 6:06 pm

Motion to go into Open Session by Mr. Pon. 2nd by Mrs. Albers. Motion carried.
Into Open Session: 6:08 pm
Roll Call: Danny Perches, Jen Albers, Mark Pon, Scott Lambeth, and Dave Puckett.

Return to open session: Mrs. Albers moved to accept the contract to purchase the property on FR 172 as presented. 2nd by Mr. Pon. Motion carried.

Adjournment:

Adjourned at 6:09 pm.

Approved by:

Danny Perches

Jen Albers

Mark Pon

Scott Lambeth

Dave Puckett

Battlefield Volunteer Fire Department
Statement of Net Assets

As of July 31, 2026
Jul 31, 26

ASSETS

Current Assets

Checking/Savings

1050 · Oakstar Volunteer Account **5,593.53**

Total Checking/Savings **5,593.53**

Total Current Assets **5,593.53**

TOTAL ASSETS **5,593.53**

LIABILITIES & Revenue

Revenue

1110 · Retained Earnings **5,578.93**

Net Revenue **14.60**

Total Revenue **5,593.53**

TOTAL LIABILITIES & Revenue **5,593.53**

Battlefield Fire Protection District
Statement of Net Assets
As of July 31, 2026

10:02 AM

08/03/2026

Cash Basis

Jul 31, 26

ASSETS

Current Assets

Checking/Savings

1000 · OakStar - ICS	4,631,114.37
1005 · OakStar - Money Market	69,608.73
1025 · Oakstar - Operating	106,308.72
1105 · Petty Cash	131.66
1199 · Allowance for Restricted Funds	-2,766,250.62

Total Checking/Savings 2,040,912.86

Total Current Assets 2,040,912.86

Fixed Assets

1505 · Office Equipment	2,548.59
1508 · Vehicles	47,868.00

Total Fixed Assets 50,416.59

TOTAL ASSETS 2,091,329.45

LIABILITIES & Revenue

Revenue

3200 · Fund Balances

3100 · Restricted Fund - Operating	-1,000,000.00
3120 · Restricted Fund-Emergency Equip	-1,497,669.00
3140 · Restricted Fund - Bldg Reserve	-268,581.62
3200 · Fund Balances	2,487,239.86

Total 3200 · Unrestricted Fund Balances -279,010.76

32000 · Retained Earnings 1,014,190.65

Net Revenue 1,356,149.56

Total Revenue 2,091,329.45

TOTAL LIABILITIES & Revenue 2,091,329.45

Battlefield Fire Protection District
Statement of Cash Flows
July 2026

10:03 AM

Cash Basis

	Jul 26	Jun 26	% Change
Revenue			
4000 · Revenue			
4005 · Tax Revenue	23,123.74	0.00	100.0%
4010 · Tax Interest Revenue	3,349.98	0.00	100.0%
4050 · Miscellaneous Revenue	2,983.42	0.00	100.0%
4060 · Interest Revenue	15,326.38	16,915.41	-9.39%
Total 4000 · Revenue	44,783.52	16,915.41	164.75%
Total Revenue	44,783.52	16,915.41	164.75%
Gross Profit	44,783.52	16,915.41	164.75%
Expense			
5000 · Capital Expense			
5015 · Uniforms/PPE/Bunker Gear	0.00	18,007.32	-100.0%
5020 · Building Lease	101,418.75	0.00	100.0%
5030 · Information Technology	99.00	1,737.59	-94.3%
5040 · Firefighting/EMS	1,438.23	328.00	338.49%
5052 · Fitness Equipment	88.83	0.00	100.0%
5055 · Vehicles	617.17	3,501.84	-82.38%
Total 5000 · Capital Expense	103,661.98	23,574.75	339.72%
6000 · Communications			
6003 · MDT/Cell Phones	379.27	1,164.55	-67.43%
6020 · Managed IT Service	1,257.50	1,257.50	0.0%
Total 6000 · Communications	1,636.77	2,422.05	-32.42%
6100 · Insurance			
6110 · Workman's Compensation	16,094.44	20,499.22	-21.49%
6120 · Medical, Dental, Vision	34,680.36	35,972.96	-3.59%
6125 · FFAM Dues	0.00	0.00	0.0%
Total 6100 · Insurance	50,774.80	56,472.18	-10.09%
6200 · Maintenance & Repairs			
6205 · Gas/Diesel	6,656.74	4,337.12	53.48%
6210 · Apparatus Repair	8,622.80	12,001.61	-28.15%
6215 · Stations & Buildings	1,769.02	1,215.78	45.51%
6225 · Equipment Maintenance	88.05	0.00	100.0%
6235 · Headquarters Maintenance	1,209.00	1,209.78	-0.06%
6255 · Maintenance Shop Equipment	526.25	201.90	160.65%
Total 6200 · Maintenance & Repairs	18,871.86	18,966.19	-0.5%
6300 · Office/Stations			
6315 · Accounting Fees	740.00	710.00	4.23%
6325 · Postage/Shipping	109.11	0.00	100.0%
6330 · Subscriptions/Memberships	214.99	2,983.44	-92.79%

	Jul 26	Jun 26	% Change
Total 6300 · Office/Stations	1,064.10	3,693.44	-71.19%
6400 · Training			
6410 · Training Classes	7,937.36	457.00	1,636.84%
6415 · Equipment	1,285.03	1,460.70	-12.03%
6420 · Instructor Overtime	4,567.15	5,575.34	-18.08%
Total 6400 · Training	13,789.54	7,493.04	84.03%
6500 · Legal			
6525 · Cafeteria Pass Thru	2,632.18	510.50	415.61%
6535 · Attorney Fees	619.50	118.00	425.0%
Total 6500 · Legal	3,251.68	628.50	417.37%
6600 · Salaries			
6605 · District Personnel	266,551.21	258,883.81	2.96%
6610 · Board of Directors			
6612 · Chaplain Expense	108.43	108.43	0.0%
6610 · Board of Directors - Other	1,183.33	533.33	121.88%
Total 6610 · Board of Directors	1,291.76	641.76	101.28%
6620 · Employer Payroll Taxes	3,834.04	3,759.92	1.97%
6625 · Lagers	54,322.62	79,008.29	-31.24%
6635 · Uniforms	3,548.95	462.83	666.79%
6640 · 457 Pass Thru	0.00	6,603.71	-100.0%
6665 · Special Overtime	2,327.47	3,877.68	-39.98%
6668 · Union Dues Passthrough	-1,824.87	927.90	-296.67%
Total 6600 · Salaries	330,051.18	354,165.90	-6.81%
6700 · Medical			
6710 · Employee Physicals/POET	0.00	1,247.00	-100.0%
6715 · Mental Health Evals/Education	2,550.00	0.00	100.0%
Total 6700 · Medical	2,550.00	1,247.00	104.49%
6750 · Utilities			
6755 · Water	263.19	131.69	99.86%
6760 · Sanitation	436.56	436.56	0.0%
6765 · Sewer	308.14	161.12	91.25%
6770 · Electric/Gas	2,526.12	3,352.18	-24.64%
6775 · Internet/Phones/Cable	0.00	3,448.00	-100.0%
Total 6750 · Utilities	3,534.01	7,529.55	-53.07%
6800 · Supplies			
6810 · Public Relations/Outreach	619.07	2,353.45	-73.7%
6820 · Fire & EMS Expendables	229.50	88.92	158.1%
6830 · Disposable Batteries	143.05	0.00	100.0%
6835 · Janitorial/Building Supplies	418.69	617.84	-32.23%
6845 · Recruitment/Retention	70.60	73.64	-4.13%
6865 · Safety Consumables	259.69	110.49	135.04%
Total 6800 · Supplies	1,740.60	3,244.34	-46.35%

	Jul 26	Jun 26	% Change
6850 · Property Improvements			
6860 · Stations/Buildings	141,425.80	474,075.77	-70.17%
Total 6850 · Property Improvements	141,425.80	474,075.77	-70.17%
Total Expense	672,352.32	953,512.71	-29.49%
Net Revenue	-627,568.80	-936,597.30	33.0%

Battlefield Fire Protection District
Statement of Activities
July 2026

10:02 AM
08/03/2026
Cash Basis

	Jul 26	Jan - Jul 26
Revenue		
4000 · Revenue		
4005 · Tax Revenue	23,123.74	5,890,557.29
4010 · Tax Interest Revenue	3,349.98	23,998.79
4050 · Miscellaneous Revenue	2,983.42	93,430.90
4060 · Interest Revenue	15,326.38	137,841.13
Total 4000 · Revenue	44,783.52	6,145,828.11
Total Revenue	44,783.52	6,145,828.11
Gross Profit	44,783.52	6,145,828.11
Expense		
5000 · Capital Expense		
5015 · Uniforms/PPE/Bunker Gear	0.00	46,311.79
5020 · Building Lease	101,418.75	107,837.50
5030 · Information Technology	99.00	6,916.84
5035 · Communications	0.00	32,138.28
5040 · Firefighting/EMS	1,438.23	21,061.71
5052 · Fitness Equipment	88.83	764.63
5055 · Vehicles	617.17	800,075.58
Total 5000 · Capital Expense	103,661.98	1,015,106.33
6000 · Communications		
6003 · MDT/Cell Phones	379.27	10,264.66
6020 · Managed IT Service	1,257.50	8,802.50
Total 6000 · Communications	1,636.77	19,067.16
6100 · Insurance		
6110 · Workman's Compensation	16,094.44	124,343.92
6115 · Commercial & Property	0.00	77,354.00
6120 · Medical, Dental, Vision	34,680.36	206,105.05
6122 · MOCIP	0.00	7,260.00
6125 · FFAM Dues	0.00	580.00
Total 6100 · Insurance	50,774.80	415,642.97
6200 · Maintenance & Repairs		
6205 · Gas/Diesel	6,656.74	31,364.51
6210 · Apparatus Repair	8,622.80	43,258.23
6215 · Stations & Buildings	1,769.02	88,728.28
6225 · Equipment Maintenance	88.05	744.54
6235 · Headquarters Maintenance	1,209.00	8,692.86
6255 · Maintenance Shop Equipment	526.25	3,722.72
6280 · SCBA Flow Testing	0.00	4,193.29
Total 6200 · Maintenance & Repairs	18,871.86	180,704.43

	Jul 26	Jan - Jul 26
6300 · Office/Stations		
6305 · Software Expense	0.00	40,337.86
6315 · Accounting Fees	740.00	6,466.25
6325 · Postage/Shipping	109.11	198.81
6330 · Subscriptions/Memberships	214.99	11,841.14
6335 · Advertising/Printing/Postings	0.00	510.45
Total 6300 · Office/Stations	1,064.10	59,354.51
6400 · Training		
6410 · Training Classes	7,937.36	40,097.95
6415 · Equipment	1,285.03	30,841.66
6420 · Instructor Overtime	4,567.15	14,487.95
Total 6400 · Training	13,789.54	85,427.56
6500 · Legal		
6510 · Audit Fees	0.00	6,150.00
6525 · Cafeteria Pass Thru	2,632.18	4,013.69
6535 · Attorney Fees	619.50	2,796.00
Total 6500 · Legal	3,251.68	12,959.69
6600 · Salaries		
6605 · District Personnel	266,551.21	1,836,379.92
6610 · Board of Directors		
6612 · Chaplain Expense	108.43	710.88
6610 · Board of Directors - Other	1,183.33	4,333.31
Total 6610 · Board of Directors	1,291.76	5,044.19
6620 · Employer Payroll Taxes	3,834.04	26,207.71
6625 · Lagers	54,322.62	375,312.42
6635 · Uniforms	3,548.95	7,511.58
6640 · 457 Pass Thru	0.00	0.00
6655 · Expense Account	0.00	5,200.77
6665 · Special Overtime	2,327.47	23,073.23
6668 · Union Dues Passthrough	-1,824.87	185.58
6675 · Background Check	0.00	485.00
Total 6600 · Salaries	330,051.18	2,279,400.40
6700 · Medical		
6710 · Employee Physicals/POET	0.00	5,263.91
6715 · Mental Health Evals/Education	2,550.00	9,050.00
Total 6700 · Medical	2,550.00	14,313.91
6750 · Utilities		
6755 · Water	263.19	1,041.03
6760 · Sanitation	436.56	3,218.37
6765 · Sewer	308.14	1,247.40
6770 · Electric/Gas	2,526.12	23,803.56
6775 · Internet/Phones/Cable	0.00	12,068.00

	Jul 26	Jan - Jul 26
Total 6750 · Utilities	3,534.01	41,378.36
6800 · Supplies		
6810 · Public Relations/Outreach	619.07	8,433.25
6815 · Logo Imprinted Supplies	0.00	32.00
6820 · Fire & EMS Expendables	229.50	4,646.40
6830 · Disposable Batteries	143.05	277.67
6835 · Janitorial/Building Supplies	418.69	5,700.89
6845 · Recruitment/Retention	70.60	7,840.37
6865 · Safety Consumables	259.69	846.11
Total 6800 · Supplies	1,740.60	27,776.69
6850 · Property Improvements		
6860 · Stations/Buildings	141,425.80	638,546.54
Total 6850 · Property Improvements	141,425.80	638,546.54
Total Expense	672,352.32	4,789,678.55
Net Revenue	-627,568.80	1,356,149.56

Battlefield Fire Protection District
Profit & Loss Budget Performance
July 2026

	Annual Budget	Jul 26	% Received	Jan-Jul YTD	% Received YTD	Revenue Still Expected	Revenue Over Expected
Revenue							
4000 · Revenue							
4005 · Tax Revenue	6,831,460.00	23,123.74	0.34%	5,890,557.29	86.23%	940,902.71	0.00
4010 · Tax Revenue Interest	0.00	3,349.98	0.00%	23,998.79	0.00%	0.00	23,998.79
4050 · Miscellaneous Revenue	0.00	2,983.42	0.00%	93,430.90	0.00%	0.00	93,430.90
4060 · Interest Revenue	0.00	15,326.38	0.00%	137,841.13	0.00%	0.00	137,841.13
Total 4000 · Revenue	6,831,460.00	44,783.52	0.66%	6,145,828.11	89.96%	940,902.71	255,270.82
Expense							
5000 · Capital Expense							
	Annual Budget	Jul 26	%Budget Used in Jul	Jan-Jul YTD	%Budget Used YTD	Balance Available	
5015 · Uniforms/PPE/Bunker Gear	80,000.00	0.00	0.00%	46,311.79	57.89%	33,688.21	
5020 · Building Lease	107,840.00	101,418.75	94.05%	107,837.50	100.00%	2.50	
5030 · Information Technology	30,000.00	99.00	0.33%	6,916.84	23.06%	23,083.16	
5035 · Communications	40,000.00	0.00	0.00%	32,138.28	0.00%	7,861.72	
5040 · Firefighting/EMS	50,000.00	1,438.23	2.88%	21,061.71	42.12%	28,938.29	
5052 · Fitness Equipment	6,000.00	88.83	1.48%	764.63	12.74%	5,235.37	
5055 · Vehicles	237,407.00	617.17	0.00%	800,075.58	0.00%	-562,668.58	5/8/2026
Total 5000 · Capital Expense	551,247.00	103,661.98	18.80%	1,015,106.33	184.15%	-463,859.33	
6000 · Communications							
6003 · MDT/Cell Phones	17,500.00	379.27	2.17%	10,264.66	58.66%	7,235.34	
6020 · Managed IT Service	16,260.00	1,257.50	7.73%	8,802.50	54.14%	7,457.50	
Total 6000 · Communications	33,760.00	1,636.77	4.85%	19,067.16	56.48%	14,692.84	
6100 · Insurance							
	Annual Budget	Jul 26	%Budget Used in Jul	Jan-Jul YTD	%Budget Used YTD	Balance Available	
6110 · Workman's Compensation	169,918.65	16,094.44	9.47%	124,343.92	73.18%	45,574.73	
6115 · Commercial & Property	135,000.00	0.00	0.00%	77,354.00	57.30%	57,646.00	
6120 · Medical, Dental, Vision	371,956.00	34,680.36	9.32%	206,105.05	55.41%	165,850.95	
6122 · MOCIP	8,085.00	0.00	0.00%	7,260.00	0.00%	825.00	
6125 · FFAM Dues	6,000.00	0.00	0.00%	580.00	9.67%	5,420.00	
Total 6100 · Insurance	690,959.65	50,774.80	7.35%	415,642.97	60.15%	275,316.68	

Battlefield Fire Protection District
Profit & Loss Budget Performance
July 2026

	Annual Budget	Jul 26	% Received	Jan-Jul YTD	% Received YTD	Revenue Still Expected	Revenue Over Expected
6200 · Maintenance & Repairs							
6205 · Gas/Diesel	52,000.00	6,656.74	12.80%	31,364.51	60.32%	20,635.49	
6210 · Apparatus Repair	55,000.00	8,622.80	15.68%	43,258.23	78.65%	11,741.77	
6215 · Stations & Buildings	88,000.00	1,769.02	2.01%	88,728.28	100.83%	-728.28	8/18/2026
6220 · Lawn Maintenance	13,000.00	0.00	0.00%	0.00	0.00%	13,000.00	
6225 · Equipment Maintenance	7,000.00	88.05	1.26%	744.54	10.64%	6,255.46	
6235 · Headquarters Maintenance	15,000.00	1,209.00	8.06%	8,692.86	57.95%	6,307.14	
6250 · Ground/Aerial Ladder Testing	3,000.00	0.00	0.00%	0.00	0.00%	3,000.00	
6255 · Maintenance Shop Equipment	7,000.00	526.25	7.52%	3,722.72	53.18%	3,277.28	
6280 · SCBA Flow Testing	2,500.00	0.00	0.00%	4,193.29	167.73%	-1,693.29	5/8/2026
Total 6200 · Maintenance & Repairs	242,500.00	18,871.86	7.78%	180,704.43	74.52%	61,795.57	
6300 · Office/Stations							
6305 · Software Expense	62,040.00	0.00	0.00%	40,337.86	65.02%	21,702.14	
6315 · Accounting Fees	9,400.00	740.00	7.87%	6,466.25	68.79%	2,933.75	
6325 · Postage/Shipping	700.00	109.11	15.59%	198.81	28.40%	501.19	
6330 · Subscriptions/Memberships	17,500.00	214.99	1.23%	11,841.14	67.66%	5,658.86	
6335 · Advertising/Printing/Postings	1,000.00	0.00	0.00%	510.45	51.05%	489.55	
Total 6300 · Office/Stations	90,640.00	1,064.10	1.17%	59,354.51	65.48%	31,285.49	
			%Budget		%Budget Used	Balance	
6400 · Training	Annual Budget	Jul 26	Used in Jul	Jan-Jul YTD	YTD	Available	
6410 · Training Classes	75,000.00	7,937.36	10.58%	40,097.95	53.46%	34,902.05	
6415 · Equipment	50,000.00	1,285.03	2.57%	30,841.66	61.68%	19,158.34	
6420 · Instructor Overtime	25,000.00	4,567.15	18.27%	14,487.95	57.95%	10,512.05	
Total 6400 · Training	150,000.00	13,789.54	9.19%	85,427.56	56.95%	64,572.44	

Battlefield Fire Protection District
Profit & Loss Budget Performance
July 2026

	Annual Budget	Jul 26	% Received	Jan-Jul YTD	% Received YTD	Revenue Still Expected	Revenue Over Expected
6500 · Legal							
6510 · Audit Fees	6,700.00	0.00	0.00%	6,150.00	91.79%	550.00	
6525 · Cafeteria Pass Thru	1,500.00	2,632.18	175.48%	4,013.69	267.58%	-2,513.69	
6530 · Elections	3,000.00	0.00	0.00%	0.00	0.00%	3,000.00	
6535 · Attorney Fees	5,000.00	619.50	12.39%	2,796.00	55.92%	2,204.00	
Total 6500 · Legal	16,200.00	3,251.68	20.07%	12,959.69	80.00%	3,240.31	
6600 · Salaries							
6605 · District Personnel	3,245,059.00	266,551.21	8.21%	1,836,379.92	56.59%	1,408,679.08	
6610 · Board of Directors							
6612 · Chaplain Expense	2,000.00	108.43	5.42%	710.88	35.54%	1,289.12	
6610 · Board of Directors - Other	9,400.00	1,183.33	12.59%	4,333.31	46.10%	5,066.69	
Total 6610 · Board of Directors	11,400.00	1,291.76	11.33%	5,044.19	44.25%	6,355.81	
6620 · Employer Payroll Taxes	56,913.00	3,834.04	6.74%	26,207.71	46.05%	30,705.29	
6625 · Lagers	742,282.00	54,322.62	7.32%	375,312.42	50.56%	366,969.58	
6635 · Uniforms	15,000.00	3,548.95	23.66%	7,511.58	50.08%	7,488.42	
6640 · 457 Pass Thru	0.00	0.00	0.00%	0.00	0.00%	0.00	
6650 · Miscellaneous Board Expense	500.00	0.00	0.00%	0.00	0.00%	500.00	
6655 · Expense Account	5,000.00	0.00	0.00%	5,200.77	104.02%	-200.77	6/5/2026
6665 · Special Overtime	50,000.00	2,327.47	4.65%	23,073.23	46.15%	26,926.77	
6668 · Union Dues Passthrough		-1,824.87	0.00%	185.58	0.00%	-185.58	
6675 · Background Check	3,500.00	0.00	0.00%	485.00	13.86%	3,015.00	
Total 6600 · Salaries	4,129,654.00	330,051.18	7.99%	2,279,400.40	55.20%	1,850,253.60	
6700 · Medical							
	Annual Budget	Jul 26	%Budget Used in Jul	Jan-Jul YTD	%Budget Used YTD	Balance Available	
6710 · Employee Physicals/POET	25,000.00	0.00	0.00%	5,263.91	21.06%	19,736.09	
6715 · Mental Health Evals/Education	15,000.00	2,550.00	17.00%	9,050.00	60.33%	5,950.00	
Total 6700 · Medical	40,000.00	2,550.00	6.38%	14,313.91	35.78%	25,686.09	

Battlefield Fire Protection District
Profit & Loss Budget Performance
July 2026

	Annual Budget	Jul 26	% Received	Jan-Jul YTD	% Received YTD	Revenue Still Expected	Revenue Over Expected
6750 · Utilities							
6755 · Water	2,000.00	263.19	13.16%	1,041.03	52.05%	958.97	
6760 · Sanitation	5,500.00	436.56	7.94%	3,218.37	58.52%	2,281.63	
6765 · Sewer	3,000.00	308.14	10.27%	1,247.40	41.58%	1,752.60	
6770 · Electric/Gas	40,000.00	2,526.12	6.32%	23,803.56	59.51%	16,196.44	
6775 · Internet/Phones/Cable	21,000.00	0.00	0.00%	12,068.00	57.47%	8,932.00	
Total 6750 · Utilities	71,500.00	3,534.01	4.94%	41,378.36	57.87%	30,121.64	
6800 · Supplies							
6810 · Public Relations/Outreach	10,000.00	619.07	6.19%	8,433.25	84.33%	1,566.75	
6815 · Logo Imprinted Supplies	3,000.00	0.00	0.00%	32.00	1.07%	2,968.00	
6820 · Fire & EMS Expendables	6,000.00	229.50	3.83%	4,646.40	77.44%	1,353.60	
6830 · Disposable Batteries	1,000.00	143.05	14.31%	277.67	27.77%	722.33	
6835 · Janitorial/Building Supplies	12,500.00	418.69	3.35%	5,700.89	45.61%	6,799.11	
6845 · Recruitment/Retention	10,000.00	70.60	0.71%	7,840.37	78.40%	2,159.63	
6865 · Safety Consumables	1,000.00	259.69	25.97%	846.11	84.61%	153.89	
Total 6800 · Supplies	43,500.00	1,740.60	4.00%	27,776.69	63.85%	15,723.31	
6850 · Property Improvements							
6860 · Stations/Buildings	850,000.00	141,425.80	16.64%	638,546.54	75.12%	211,453.46	
Total 6850 · Property Improvements	850,000.00	141,425.80	16.64%	638,546.54	75.12%	211,453.46	
Total Expense	6,909,960.65	672,352.32	9.73%	4,789,678.55	69.32%	2,120,282.10	
Net Revenue	-78,500.65	-627,568.80	799.44%	1,356,149.56	-1727.56%	-1,179,379.39	

2,120,282.10

<i>Monthly Expenditures</i>	<i>YTD Expenditures</i>
672,352.32	4,789,678.55

Operating Reserve	1,000,000.00
Emergency Equipment Reserve	1,497,669.00

Battlefield Fire Protection District
Profit & Loss Budget Performance
July 2026

Building Reserve

Annual Budget	Jul 26	% Received	Jan-Jul YTD	% Received YTD	Revenue Still Expected	Revenue Over Expected
					268,581.62	
					2,766,250.62	

Battlefield Fire Protection District
Transaction Detail By Account
January through July 2026

	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
4000 · Revenue				
4050 · Misc. Revenue				
	01/20/2026	OTC	Firefighter classes	1,600.00
	02/03/2026	Greene County MO Treasurer	Financial Inst Tax & Int 2025	50.65
	02/24/2026	MEM	Safety grant 2026	5,068.00
	03/17/2026	Republic Services	Deposit	389.52
	03/24/2026	Ollis/Akers/Arney	Deposit	2,115.00
	03/24/2026	CoxHealth Medical Center	Deposit	65.00
	03/31/2026	GovDeals	Deposit	210.00
	03/31/2026	CITY OF SPRINGFIELD	Annexations for 2024	10,752.70
	04/14/2026	VFIS	glass repair claim	986.74
	05/26/2026	Dave Puckett	insurance	50.00
	05/26/2026	VFIS	payout for damaged vehicles	11,953.17
	05/26/2026	VFIS	Deposit	10,623.88
	05/26/2026	VFIS	Deposit	9,272.83
	05/26/2026	VFIS	Deposit	10,279.95
	05/26/2026	VFIS	Deposit	10,333.41
	05/26/2026	VFIS	Deposit	16,696.63
	07/14/2026	VFIS	Deposit	1,391.07
	07/14/2026	VFIS	Deposit	1,563.35
	07/14/2026	GovDeals	Deposit	1.00
	07/14/2026	Mercy Springfield	refund overpmt	28.00
Total 4050 · Misc. Revenue				<u>93,430.90</u>
Total 4000 · Revenue				<u>93,430.90</u>
TOTAL				<u>93,430.90</u>

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
BATTLEFIELD FIRE PROTECTION DISTRICT**

Resolution of the Board of Directors of Battlefield Fire Protection District (the "District") dated this ____ day of August, 2026, did hereby consent at a meeting duly held to the following action by unanimous vote and consent:

NOW, THEREFORE, IT IS HEREBY RESOLVED, approved, authorized and directed that:

1. The District is authorized to purchase from Pauletta Jo Beechner real estate located at 4132 W. Farm Road 172, Battlefield, Missouri ("Property") for \$450,000.00, payable as follows: (a) \$407,000.00 in cash; and (b) \$43,000.00 gift from Seller.

2. Shane Anderson, Fire Chief, is authorized to perform all acts reasonably necessary to: (a) execute the purchase contract for the Property; (b) execute all documents necessary to close on the Property; (c) execute any documents reasonably required to perform and accomplish this Resolution and to complete and fulfill the terms of this Resolution at the earliest date reasonably possible.

RESOLUTION of the Board of Directors of Battlefield Fire Protection District, on the date and year indicated above.

Danny Perches, Chairman

ATTEST:

Jen Albers, Vice Chairman

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the **8th** day of **July** in the year **2026**
(In words, indicate day, month and year.)

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

Battlefield Fire Protection District
4117 W. 2nd Street
Battlefield, MO 65619
(417) 881-9018

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

Paragon Architecture, LLC.
637 W. College Street
Springfield, MO 65806
(417) 885-0002
erwin@paragon-architecture.com

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

Battlefield FPD Station #TBD #26-TBD
4132 W. FR 173
Battlefield, MO 65619

Approximately 10,000 sf of new construction.

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

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The Architect will work with the Owner to review conceptual information and develop a final program document. The goal for the project is to minimize the use of Additional Services of the Architect, and for the parties to use their best efforts to accomplish that goal. Architect warrants and represents that it is familiar with the work required to perform a project of this type, under the Construction Management method of construction, and that its initial fee proposal represents its professional opinion of the work required to perform this project, including expected modifications and changes during the course of design and construction which are inherently part of a project of this kind. Changes in the Architect's compensation will be authorized and allowed only to the extent they are the result of substantial and material changes to the design that were not reasonably foreseeable at the time of Architect's initial fee proposal as set forth in Section 11.1 of this Agreement and its letter of August 10th, 2026, which is fully incorporated herein by reference.

§ 1.1.2 The Project's physical characteristics:

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

Approximately 10,000 sf of new construction.

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

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

STBD Construction budget

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD as mutually agreed between Owner and Architect

.3 Substantial Completion date or dates:

TBD as mutually agreed between Owner and Architect

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

☒ [X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. In addition, the Agreement will include terms which require compliance with §67.5050, RSMo., as well as the General and Supplementary Conditions.

☐ [] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

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

§ 1.1.7 N/A

§ 1.1.7.1 N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Shawn Crump, A-Shift Battalion Chief

Battlefield Fire Protection District

4117 W. 2nd Street

Battlefield, MO 65619

(417) 881-9018

scrump@battlefieldfire.gov

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

(List name, address, and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

- .2 Land Surveyor:

- .3 Geotechnical Engineer:

- .4 Civil Engineer:

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Testing & Inspections

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

Brad Erwin, President
Paragon Architecture, LLC.
637 W. College Street
Springfield, MO 65806
(417) 885-0002
erwin@paragon-architecture.com

§ 1.1.12 N/A

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

TBD

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use Paragon Architecture's Exhibit D: Digital Data Transmittal Agreement to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in Paragon Architecture's Exhibit D: Digital Data Transmittal Agreement shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances, hereof the "Standard of Care". The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgement greater than that set forth in this Section 2.2.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

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

§ 2.6.1 Commercial General Liability with policy limits of not less than **One million dollars (\$ 1,000,000.00)** for each occurrence and **Two million dollars (\$ 2,000,000.00)** in the aggregate for bodily injury and property damage.

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

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, with policy limits of not less than **Four million dollars (\$4,000,000.00) Combined** where the limitation of Sovereign Immunity applies, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than **One million dollars (\$ 1,000,000.00)** each accident, **One million dollars (\$ 1,000,000.00)** each employee, and **One million dollars (\$ 1,000,000.00)** policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **Two million dollars (\$ 2,000,000.00)** per claim and **Four million dollars (\$ 4,000,000.00)** in the aggregate.

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

§ 2.6.8 Upon request, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

2.6.9 The Owner preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of sovereign or governmental immunity, as set forth in §537.600 et seq., RSMo. Any insurance purchased by the Architect hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the Owner and its board members, administrators, employees, and agents by statute or at common law.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without written notice to the Architect.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall

promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

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

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall comply with the Owner's directive regarding the requirements of the Project so long as it is not in violation of building code or ADA compliance.

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

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

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

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

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

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

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

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall

illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the draft of the Contract for Construction and corresponding Exhibit for Insurance and Bonds Requirements, the Supplementary Conditions to the A201-2017 General Conditions of the Contract for Construction and Specifications, and may include sample forms.

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction and associated Supplementary Conditions. If the Owner and Construction Manager modify AIA Document A201-2017 or the associated Supplementary Conditions, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work in writing.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall request inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents in consultation with the Owner.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017 or in the associated Supplementary Conditions, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's site observations shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by

the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, with additional compensation conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Architect's Services and the Owner's Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Service. Insert a description of the Services in Section 4.1.2.1 below or attach the description of services as an exhibit to this Agreement.)

Services	Responsibility (Architect, Owner, or not provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner/Architect	4.2
§ 4.1.1.2 Programming	Owner/Architect	4.2
§ 4.1.1.3 Multiple Preliminary Designs	Architect	4.2
§ 4.1.1.4 Measured drawings	N/A	
§ 4.1.1.5 Existing facilities surveys	N/A	
§ 4.1.1.6 Site evaluation and planning	N/A	
§ 4.1.1.7 Building Information Model management responsibilities	N/A	
§ 4.1.1.8 Development of Building Information Models for post construction use	N/A	
§ 4.1.1.9 Civil engineering	Architect to obtain Civil Engineer	
§ 4.1.1.10 Landscape design	Owner	
§ 4.1.1.11 Architectural interior design	Architect	4.2
§ 4.1.1.12 Value analysis	N/A	
§ 4.1.1.13 Cost estimating	N/A	
§ 4.1.1.14 On-site project representation	N/A	
§ 4.1.1.15 Conformed documents for construction	N/A	
§ 4.1.1.16 As-designed record drawings	Architect	
§ 4.1.1.17 As-constructed record drawings	N/A	
§ 4.1.1.18 Post-occupancy evaluation	N/A	
§ 4.1.1.19 Facility support services	N/A	
§ 4.1.1.20 Tenant-related services	N/A	
§ 4.1.1.21 Coordination of the Owner's consultants	Owner/Architect	4.2
§ 4.1.1.22 Telecommunications/data design	Owner	
§ 4.1.1.23 Security evaluation and planning	Owner/Architect	4.2
§ 4.1.1.24 Commissioning	N/A	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	N/A	
§ 4.1.1.26 Historic preservation	N/A	
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner (Architect optional)	4.2
§ 4.1.1.28 Other services provided by specialty Consultants	N/A	
§ 4.1.1.29 Other Supplemental Services	N/A	
4.1.1.30 Fast-track design services	N/A	
4.1.1.31 Multiple Bid Packages	N/A	

§ 4.1.2 Description of Additional Services

§ 4.1.2.1 A description of each Additional Service identified in Section 4.1.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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

4.1.1.1 Construction Manager Selection: The Architect will assist the Owner with review of a “Request for Qualification” document, solicitation process, interviewing of candidates, fee analysis, and contract agreement overview.

4.1.1.2 Programming: The Architect will assist the Owner in developing written documentation of the Owner’s anticipated priorities, values, goals, and objectives to develop performance and design criteria for the project.

4.1.1.3 Multiple Preliminary Design: The Architect may provide up to a maximum of three (3) preliminary concept designs for the project, if necessary, for the Owner’s review, in order to select a specific approach to be further developed in the Schematic Design Phase and executed in the Architect’s Basic Services

4.1.1.9 Civil Engineering: Owner will contract the services of a Civil Engineer for the project and provide assistance in coordinating the services of the Civil Engineer with the Architect.

4.1.1.10 Landscape Design: Owner will contract the services of a Landscape Designer for the project and provide assistance in coordinating the services of the Landscape Designer with the Architect.

4.1.1.11 Architectural Interior Design: The Architect will provide Interior Design Services for material and finish selections. Interior Design Services does not include specifying furnishings, fixtures, equipment, window coverings, artwork or any finishes other than basic finish materials.

4.1.1.21 Coordination of Owner’s Consultant: The Architect will work with the Owner in coordinating each of their Consultant’s work during the course of the Project.

4.1.1.22 Telecommunications/Data Design: The Owner will provide the Architect with all information necessary to facilitate in the bid documents, adequate pathways, rough-ins, special requirements or other special needs to facilitate Owner’s design and installation of all Telecommunication and data design for any identified projects.

4.1.1.23 Security Planning: The Owner will coordinate with the Architect, the Owner’s preferred or contracted Vendors/Specialists specifications, drawings, required pathways, rough-ins, electrical and mounting requirements, and any other information or documentation that may be required to be part of the Architect’s base bid documents. The Architect will provide assistance in coordinating Owner’s Vendors/Specialists documentation that may be required to be part of the Architect’s base bid documents.

4.1.1.27 Furniture, furnishings, Equipment (FF&E): If requested by Owner, in writing, the Architect will provide services for furniture, furnishings, and equipment to be included in the design phases for the project. The service does not include FF&E documents, FF&E procurement, or FF&E Contract Administration.

§ 4.1.2.2 N/A

§ 4.1.3 N/A

§ 4.2 Architect’s Additional Services

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

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

1. Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, value engineering or redesign after completion of Design Development, Construction Documents, or bid packages in addition to those listed in Section 1.1.6;

- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.6 and 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 N/A ;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate;
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- .16 Owner-initiated design changes to Instruments of Services based on proposed cost savings, or changes from previous direction. Compensation at hourly rates as per Hourly Bill Rates in Article 11; and
- .17 Hazardous Waste: Any hazardous waste or asbestos required to be removed, encapsulated or otherwise contained during the course of this Project will result in Additional Services. Architect will additionally be indemnified from any and all liability associated with removal, encapsulation or containment of hazardous waste or asbestos.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

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

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

- .1 **Two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the

Construction Manager

2 N/A

3 **One (1) site observation visit** for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

4 **One (1) site observation visit** for any portion of the Work to determine final completion

5 Any subsequent site observation visits associated with achieving Substantial Completion or Final Completion will be billed by the Architect on an hourly basis as per Hourly Bill Rates in Article 11.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within **Sixteen (16)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.8 N/A

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or suspected defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service so that the Architect may take measures to minimize the consequences of such a defect.

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

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction. If there are any conditions and/or requirements of that Agreement which affect the Architects contract for Services and Fees, then the corresponding adjustments shall be executed in the Owner-Architect Agreement.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 N/A

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit along with any bid alternates and construction allowances. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its

services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 N/A

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

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

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, with additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner, Contractor or Sub-Contractor, or anyone for whom the Client is legally liable makes, consents to, allows, authorizes or approves changes to any Instruments of Service (eg: plans, drawings, reports, specifications or other documents) prepared by the Architect uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction and its associated Supplementary Conditions. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 N/A

§ 8.1.4 N/A

§ 8.2 Mediation

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

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

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

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

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

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

§ 8.3 Arbitration (N/A)

§ 8.3.4 Consolidation or Joinder (N/A)

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, except where the Architect has failed to perform his duties as set forth in the contract. Because of the substantial cost incurred by the Architect to stop and restart a project once it is underway, should this project's progress be halted at any time for 30 or more days by the Owner, for any reason, a project restart fee of 10% of the total fee earned to date will be due and payable immediately.

§ 9.3 If the Owner suspends the Project for more than 60 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice, except where the Architect has failed to perform his duties as set forth in the contract.

§ 9.4 Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 N/A

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

§ 9.7 N/A

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, and associated Supplementary Conditions. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect may execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. Should additional photos be needed in the future, the Owner agrees to provide reasonable access to the facility. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

TBD

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

Example Language: Compensation for Basic Services shall be calculated as a sum equal to six percent (6%) of the Cost of the Work as defined in Article 6.1, for all items designed, coordinated, and/or specified by the Architect and inclusive of the Contractor's Base Bid, all Bid Alternates, Profit, Overhead, Bonds and Insurance Cost.

§ 11.2 For the Architect's Additional Services designated in Section 4.1 and 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit C: Hourly Bill Rates

§ 11.3 N/A

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

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15 %)
Design Development Phase	Twenty percent (20 %)
Construction Documents Phase	Forty percent (40 %)
Bidding	Five percent (5 %)
Construction Phase	Twenty percent (20 %)
Total Basic Compensation	one hundred percent (100.00 %)

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

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit C: Hourly Bill Rates

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation to/from project site and authorized out-of-town travel and subsistence;
- .2 N/A;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 N/A ;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 N/A;
- .12 Other similar Project-related expenditures; and
- .13 Architect's project website for hosting and managing project communication and documentation.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Ten** percent (**10** %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

TBD at the time of any request from Owner.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of **Zero dollars (\$ 0.00)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 N/A

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty (30)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % Monthly

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

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

11.11 All fees are exclusive of sales tax, use tax, and similar taxes. The Owner is responsible for any applicable taxes related to the Architect's services, including those imposed on subconsultants retained by the Architect. If sales tax on professional services is enacted by the State of Missouri, or by the jurisdiction in which the professional services are being performed, during the course of the Project, such tax shall be added to the Architect's invoices effective as of the date the tax is imposed. The Owner shall remit payment for any such taxes upon invoicing and shall indemnify and hold harmless the Architect from any liability, costs, or expenses arising from the Owner's failure to pay such taxes.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 The Architect will suspend Work on the Project if invoices become thirty (30) days past due (60 days from date of invoice). On invoices not paid in sixty-five (65) days, the Architect reserves the right to place a lien on the subject parcel. In the event that Paragon Architecture, LLC, engages legal counsel for the collection of any bills/invoices outstanding under this Agreement, the Owner/Client agrees to pay attorney's fees and costs incurred by the Architect in the collection of the accounts due it by Owner/Client. The Architect and their consultants shall not be responsible for any problems caused by time delays resulting from non-payment.

12.2 The Architect shall not release documents prepared by them or signed and sealed drawings on delinquent accounts.

12.3 The Client/Owner understands and agrees that the Architect's Basic Services under this Agreement include project site observation and review of the Contractor's performance. Should the Client/Owner elect to exclude the Architect from involvement in any portion of the construction phase of the Project, the Client/Owner assumes all responsibility for interpretation of the Construction Documents and for construction observation and waives any claims against Architect that may be in any way connected thereto. To the extent provided by law, the Client/Owner agrees that Architect shall not be responsible for losses, claims, or costs arising or resulting from the performance of such services by persons or entities not under contract with Architect, or from modifications, clarifications, interpretations, adjustments, or changes made to the Construction Documents by persons or entities other than Architect, except to the extent caused by the negligence or willful misconduct of Architect. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the Owner's rights or defenses with regard to any applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

12.4 If, due to Architect's omission, and subject to Section 12.12, a required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents, unless due to Architect's negligence in which case the additional work shall be performed by Architect for no increase in compensation. In no event shall the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project, unless due to Architect's negligence in which case the additional work shall be performed by Architect for no increase in compensation.

12.5 N/A

12.6 To assist in Paragon Architecture's tax compliance, upon final acceptance, the Contracting Officer or an Authorized Representative of the owner of the building, agrees to execute any documents related to Section 179D of the Internal Revenue Code. Paragon Architecture will be responsible for preparing these documents, all accompanying documentation and the contents therein. Paragon Architecture, LLC, will be designated the sole Section 179D beneficiary. This should be very little burden, if any, to the Owner.

12.7 N/A

12.8 N/A

12.9 N/A

12.10 It is acknowledged that the Architect has been requested by the Owner to subcontract certain laboratory testing services on behalf of the Owner. The Architect agrees to do so in reliance upon the Owner's assurance that the Owner shall make no claim or bring any action at law or in equity against the Architect as a result of these subcontracted services. The Owner understands that the Architect has not performed any independent evaluation of the testing laboratory's data and the Owner shall not rely upon the Architect to determine the quality or reliability of the testing laboratory's reports. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from the services performed by the testing companies and for tests recommended by the Architect and not completed per the Owner's direction, except only those damages, liabilities or costs caused by the negligence or willful misconduct of the Architect.

12.11 The obligations of the parties under this Agreement are conditioned on Owner entering into a binding Contract for Construction of the Project with R.E. Smith Construction Company, containing terms and conditions satisfactory to Owner.

12.12 Architect agrees to perform its services on this Project in a manner that minimizes the need for Additional Services of the Architect, and to use its best efforts to minimize such Additional Services. Architect warrants and represents that it is familiar with the work required to perform a project of this type, under the Construction Management method of construction, and that its initial fee proposal represents its professional opinion of the work required to perform this project, including expected modifications and changes during the course of design and construction which are inherently part of a project of this kind. Changes in the Architect's compensation will be authorized and allowed only to the extent they are the result of substantial and material changes to the design that were not reasonably foreseeable at the time of Architect's initial fee proposal as set forth in Section 11.1 of this Agreement and its letter of July 28, 2021, which is fully incorporated herein by reference.

12.13 Jobsite Safety: The Construction Manager and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences, and procedures in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction Work, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any additional duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

12.14 Code Compliance: The Architect shall conform the Drawings and Specifications with the professional standard of care relative to applicable federal, state, and local laws, statutes, ordinances, rules, regulations, orders, or other legal requirements, including but not limited to all zoning, building, occupancy, environmental, and land use laws, requirements, regulations, and ordinances relating to the construction, use, and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, the Owner recognizes that interpretations by government officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of a building permit, modifications to the Drawings and Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation by the Code Authority, Architect shall make the required modifications, but if Architect has acted in accordance with the Standard of Care, the cost of such modifications may be considered an Additional Service, based on a mutual understanding and agreement between the Owner and Architect. Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications which the Architect has negligently failed to prepare in compliance with the applicable Government Requirements.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

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

Exhibit A: Paragon Fee Proposal for Professional Design Services, dated August 10, 2026;
Exhibit C: Hourly Bill Rates;
Exhibit D: Digital Data Transmittal Agreement, when requested;
A201-2017 General Conditions of the Contract for Construction;
Supplementary Conditions to the A201-2017.

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

BATTLEFIELD FIRE PROTECTION DISTRICT

PARAGON ARCHITECTURE, LLC.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

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



Paragon Architecture
1310 S Main St
Joplin, MO 64801
www.paragonarchitecture.com
417-885-0002 | 417-622-0556

August 10, 2026

Shawn Crump
Battalion Chief
Battlefield Fire Protection District
4117 West Second Street
Battlefield, MO 65619

Re: Battlefield Fire Protection District – new fire station
Fee Proposal REV03

Thank you for the opportunity to submit a fee proposal for the BFPD new fire station to be located at 4132 W Farm Road 173 in Battlefield, MO. We look forward to continuing our working relationship throughout the process of this project.

Proposed scope of work:

- Schematic Design Phase services for a new fire station of approximately 10,000 SF.
- Fee includes Schematic Design Phase services for architectural design, civil engineering (including site boundary and topographical survey), structural engineering, and MEP engineering.
- Fee excludes Design Development, Construction Documentation, Bidding, and Construction Administration Phases. However, estimates of those costs are listed for budgeting purposes. Additional phase fees will be re-evaluated following the completion of the Schematic Design Phase.
- Project is expected to be delivered via construction manager at risk (CMR) delivery method.
- Fee includes Paragon Architecture leading the CMR selection process and providing a review of the CMR-prepared opinion of probable cost at the end of the Schematic Design Phase.

Proposed project schedule:

- Full project schedule will be prepared and agreed upon once project commences. However, Schematic Design Phase is expected to be completed before the end of 2026.

We are proposing the following Professional Design Services:

Basic Services (Schematic Design Phase only):	Fixed fee of \$49,700.00
Supplemental Services:	
Geotechnical Report (7 borings anticipated)	\$7,100.00
Mileage and printing invoiced as reimbursable expenses	estimated \$3,000.00
Estimated Additional Design Phase Services:	
Design Development Phase only:	estimated \$67,925.00
Construction Documentation through Construction Administration	estimated \$204,975.00





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We will follow up with a formal contract once this fee proposal is accepted. If you have any concerns, comments, or questions, I can be reached by phone at 417-885-0002 or by email at struckhoff@paragonarchitecture.com. Thank you again for this opportunity to assist the Battlefield Fire Protection District on this exciting project.

Thank you for the opportunity,

Jessica Struckhoff 08/10/2026
Project Director
Paragon Architecture

Shawn Crump
Battalion Chief
Battlefield Fire Protection District





Paragon Architecture
1310 S Main St
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TERMS AND CONDITIONS

OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information.

ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this **Fee Proposal**. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect.

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 other party substantially fails to perform in accordance with the terms of this Agreement.

MISCELLANEOUS PROVISIONS

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

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

PAYMENTS AND COMPENSATION TO THE ARCHITECT

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid **Thirty (30)** days after the invoice date shall bear interest from the date payment is due at the rate of **(1.5%)**





Paragon Architecture
637 W College St
Springfield, MO 65806
www.paragonarchitecture.com
417-885-0002

EXHIBIT A: SCOPE OF SERVICES

Date: August 10, 2026

PROJECT INFORMATION

PROJECT:	BFPD New Fire Station
CLIENT:	Battlefield Fire Protection District
USE:	fire station
SIZE:	approximately 10,000 SF
BUDGET:	TBD
PROPOSED CONSTRUCTION DELIVERY METHOD:	CMR
PROPOSED PROJECT SCHEDULE AND/OR MILESTONES:	SD completed before end of 2026
PROPOSED FEE:	reference fee proposal

EXHIBIT LEGEND

X	Included as Basic Service
S	Included as Supplemental Service
R	Reimbursable Expense
N or left blank	Excluded / Not in Contract
#	Quantity Included
AR	Architect
C	Consultant
DT	Design Team
CL	Client

BASIC SERVICES

QUANTITY RESPONSIBILITY/NOTES

S	00.01	Geotechnical Engineering (Soil Borings)		C
X	00.02	Topographical, Boundary, Public Utilities Survey		C
	00.03	Private Utilities Survey		
X	00.04	Civil Engineering		C
	00.05	Landscape Architecture		
X	00.06	Structural Engineering		C
X	00.07	Mechanical, Electrical, Fire Protection Engineering		C
	00.08	Audio/Visual		Basic design included, specialty design excluded.
	00.09	Telecom/Data		Basic design included, specialty design excluded.
	00.10	Security/CCTV		Basic design included, specialty design excluded.
	00.11	Specialty Lighting Design		Basic design included, specialty design excluded.
	00.12	Kitchen/Food Service Design		
	00.13	Commissioning Agent		
	00.14	Special Inspections & Third Party Material Testing		Services procured directly by client.

PROGRAMMING

X	01.01	Review Furnished Program, Budget, Schedule		
X	01.02	Agency Consulting/ Review/ Approval		
X	01.03	Zoning and Land Use review		Rezoning,variance, conditional use permitting processes excluded.
X	01.04	Programming		
	01.05	Programming Charrette		
	01.06	Space Schematics/ Flow Diagrams		
	01.07	Square Foot, Area, and Space Requirements Analysis		
	01.08	Existing Facility Survey for As-Built Drawings		
	01.09	Economic Feasibility Study		
	01.10	Project Budgeting and Preliminary Cost Estimate		
	01.11	Presentation(s) or Board Meetings		
	01.12	Site Visit(s)		

MASTER PLANNING AND SITE ANALYSIS

X	02.01	Pre-Application Conference	1	
	02.02	Planning and Zoning Coordination		

	02.03	Economic Analysis		
	02.04	Site Analysis and Selection		
X	02.05	Site Development Planning		
	02.06	Zoning Process Assistance		
X	02.07	Site Plan(s) Design Documentation	2	Included with Schematic Design services.
X	02.08	Revision(s) to Site/ Master Plan	1	Included with Schematic Design services.
	02.09	Project Budgeting and Preliminary Cost Estimate	1	
	02.10	Fundraising Material		
	02.11	Presentation(s) or Board Meetings		

SCHEMATIC DESIGN

X	03.01	Client Meetings(s)	1	AR
X	03.02	Schematic Review Meeting(s)	4	AR / in-person and virtual meetings planned
	03.03	Agency Consulting / Review / Response		
	03.04	Pre-Application Conference		
X	03.05	Architectural Design/ Conceptual Scheme(s)	2	AR
X	03.06	Revision(s) to Conceptual Design	1	AR
	03.07	Exterior Rendering(s)		
	03.08	Interior Rendering(s)		
X	03.09	Estimate Probable Construction Costs	1	Design Team to review opinion of probable cost prepared by CMR
	03.10	Presentation Rendering Board(s)		
X	03.11	Presentation(s) or Board Meetings		

DESIGN DEVELOPMENT

	04.01	Client Meetings(s)		
	04.02	Project Development Review Meeting(s)		
	04.03	Architectural Development Documentation		
	04.04	Minor Revisions to Design Development Documents		
	04.05	Exterior Rendering(s)		
	04.06	Interior Rendering(s)		
	04.07	Progress set(s) 100% DD		
	04.08	Furniture layouts and selections		
	04.09	Outline Specifications		
	04.10	Estimate Probable Construction Costs		
	04.11	Presentation Rendering Board(s)		
	04.12	Presentation(s) Board Meetings		

CONSTRUCTION DOCUMENTATION

	05.01	Const. Documents Coordination Meeting(s)		
	05.02	Documents Sign-Off Meeting		
	05.03	Pre-Permit Application Conference		
	05.04	Building Permit Submittal		
	05.05	Agency Reviews and Responses		
	05.06	Architectural Construction Documentation		
	05.07	Final Code Compliance Matrix(s)		
	05.08	Casework/Millwork Detailed Document Drawing(s)		
	05.09	Progress set(s) 40% CD		
	05.10	Progress set(s) 70% CD		
	05.11	Progress set(s) 100% CD		
	05.12	Respond to Permit Review Comments		
	05.13	Interior Design and Finish Selections		
	05.14	Fast Track Construction Coordination		
	05.15	Estimate Probable Construction Costs		
	05.16	Final Rendering(s)		
	05.17	Presentation(s) Board Meetings		
	05.18	Value Engineering or Redesign During or After CD Phase		

SPECIFICATIONS

	05.01	Book Specification		
	05.02	Sheet Specifications on Drawings		
	05.03	Red Mark Client Supplied Specifications		

BIDDING/PRICING/PERMITTING

	06.01	Respond to Bidder Questions		
	06.02	Pre-Bid Conference		

	06.03	Prepare Addendums		
	06.04	Analysis of Alternates/Substitutions		
	06.05	Analysis of Bids		
	06.06	Attend Bid Opening Conference		
	06.07	Construction Contract Agreements		
	06.08	Bid Sets		
	06.09	Value Engineering During or After Bidding/Pricing		

CONSTRUCTION ADMINISTRATION

	07.01	Administration		
	07.02	Pre-Construction Conference		
	07.03	Construction Progress Meetings		
	07.04	Presentation(s)/Board Meetings		
	07.05	Office Construction Administration		
	07.06	RFI Contractor Coordination		
	07.07	Review Shop Drawings and Submittals		
	07.08	Respond to Contractor RFIs/ASIs		
	07.09	Review Contractor Pay Requests		
	07.10	Site/ Field Observation Visit(s)		
	07.11	Construction Observation Reports		
	07.12	Substantial Completion Site Observation Visit		
	07.13	Punch List Validation Visit at Final Completion		
	07.14	Prepare Change Orders		
	07.15	Project Closeout		
	07.16	Review O&M Manuals		
	07.17	Prepare Record Drawings		

POST OCCUPANCY SERVICES

	08.01	Start-up Assistance		
	08.02	Warranty Assistance		
	08.03	One Year Warranty Observation/ Report		

ADDITIONAL SERVICES

	09.01	Scale Model Construction		
	09.02	Life Cycle Cost Analysis		
	09.03	Energy Studies		
	09.04	Tenant Related Services		
	09.05	Graphic Design		
	09.06	Non-Building Equipment Selections		
	09.07	Project Promotion/Public Relations		
	09.08	Leasing Brochures or Fire Evacuation Plans		
	09.09	Expert Witness or Other Legal Proceedings		
	09.10	Materials and System Testing		
	09.11	Mock Up Services		
	09.12	Still Photography		
	09.13	3D CADD Model Fly Through		
	09.14	Digital Data Transmission to Owner’s Consultant		

SUSTAINABLE DESIGN STRATEGIES

	10.00	Proposed LEED (Certified) Level		
	10.01	Identify & Develop Sustainable Design Goals		
	10.02	Assist in Developing Sustainable Design Strategies		
	10.03	Identify Likely & Potential LEED Credits to Pursue		
	10.04	Sustainable Design Strategies		
	10.05	Envelope		
	10.06	Daylighting		
	10.07	Mechanical & Electrical Systems		
	10.08	Water Use Reduction & Storm Water Management		
	10.09	Materials & Resource Conservation		
	10.10	Indoor Environmental Quality		
	10.11	Whole Building Energy Analysis		
	10.12	LEED Certification & Submission Fees		



Paragon Architecture
1310 S Main St
Joplin, MO 64801
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417-885-0002 | 417-622-0556

EXHIBIT C – HOURLY BILLING RATES

Administrative Assistant:	\$50 per hour
Accounting/Management Support:	\$75 per hour
BIM Technician:	\$95 per hour
Project Administrator:	\$95 per hour
Interior Designer:	\$110 per hour
Contract Administrator:	\$110 per hour
Project Coordinator:	\$115 per hour
Job Captain:	\$125 per hour
Project Manager:	\$135 per hour
Project Director:	\$160 per hour
Principal Architect:	\$165 per hour

Engineering

Administrative Assistant	\$55 per hour
Draftsman	\$75 per hour
Project Engineer - Level I	\$85 per hour
Project Engineer - Level II	\$90 per hour
Project Engineer - Level III	\$100 per hour
Project Engineer - Level IV	\$115 per hour
Project Engineer - Level V	\$125 per hour
Project Engineer – Level VI	\$140 per hour
Project Manager	\$170 per hour
Principal Engineer	\$195 per hour



EXHIBIT D: DIGITAL DATA TRANSMITTAL AGREEMENT

Transmitting Party: Paragon Architecture, LLC
637 W. College Street. Springfield, MO 65806

Receiving Party:

Project:

The purpose of this agreement is to grant a license from Paragon Architecture, LLC to the Receiving Party for the Receiving Party's use of Digital Data on the Project, and to set forth the license terms. This Agreement does not create any other contractual relationship between the parties. For the purpose of this Agreement, the term Digital Data is defined to include only those items identified below.

Paragon Architecture, LLC is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use solely and exclusively on the referenced Project for the Receiving Party to perform services for, or construction of, the Project in accordance with the terms and conditions set in this agreement. All other use or reuse, or transfer to other parties is prohibited without separate agreement with Paragon Architecture, LLC. If Confidential Digital Data is received, the Receiving Party shall keep the Confidential Digital Data strictly confidential and will not disclose the information to any other person or entity except as required by law or court order.

All Digital Data and information within are Instruments of Professional Service and shall remain the property of Paragon Architecture, LLC and its Consultants. Paragon Architecture, LLC retains its rights in the Digital Data and does not grant the Receiving Party an assignment of those rights.

This Agreement does not relieve the Receiving Party from compliance with the requirements of the drawings and specifications, nor the responsibility for the coordination of all fabrication and all other trades, as well as verification of dimensions both existing building(s) and new construction. Modifications may have been made to the Project and not reflected in the Digital Data and is therefore the responsibility of the Receiving Party to confirm and correlate the accuracy and completeness of the Digital Data to be consistent with the hard copy of the Contract Documents. The Digital Data is not a contract document and is not sealed construction documents.

To the fullest extent permitted by law, the Receiving Party shall be responsible for claims, damages, losses, or expenses, including reasonable attorneys' fees, to the extent arising from the Receiving Party's unauthorized use, reuse, modification, distribution, or reliance on the Digital Data.

This Agreement will terminate upon Substantial Completion of the Project, as that term is defined in AIA Document A201, General Conditions of the Contract for Construction, unless otherwise agreed by the parties.

The Receiving Party agrees to pay Paragon Architecture, LLC for the use of the Digital Data in the amount of: \$_____.

Digital Data Files being requested: _____

Paragon Architecture, LLC

Signature

Date

Printed Name

Title

Receiving Party:

Signature

Date

Printed Name

Title

Duty Leave

1047.1 PURPOSE AND SCOPE

This policy provides general guidance regarding leave to perform services at the request of local, state, and/or federal government agencies and is intended to be in accordance with applicable local, state, and federal laws.

This policy does not address every situation or circumstance that may arise when an employee is performing such service or ordered to duty. As leave situations arise, supervisors should consult with the Administration or legal counsel to obtain specific guidance regarding leave rights.

1047.2 POLICY

The Battlefield Fire Protection District supports employees who may be called or who volunteer to serve in the military or at the orders of the local, state, or federal governments. The District will comply with applicable laws relating to such leave.

1047.3 LEAVE BENEFITS

Generally, employees on leave for government or military service are entitled to the same rights and benefits that are provided to employees having similar seniority, status, and pay who are on furlough or leave of absence.

1047.3.1 LENGTH OF LEAVE

Employees are entitled to military leave of absence for up to a maximum of five years. Military leave is available for both voluntary and mandatory service. There are exceptions to the five-year cumulative total, including inactive duty training (drills), annual training, involuntary recall or retention in support of war, national emergency, certain operational missions, or training or retraining requirements.

1047.3.2 TEMPORARY DUTY LEAVE OF ABSENCE

Employees who are members of the National Guard, any reserve component of the Armed Forces of the United States, or any entity or organization deployable by order of elected officials within Missouri or beyond for disaster or emergency response, are entitled to a leave of absence for duty or training without loss of time, pay, regular leave, impairment of efficiency rating, or any other entitled rights or benefits. This leave shall not exceed 120 hours per the federal fiscal year (October 1 through September 30).

1047.4 PROCEDURES AND RESPONSIBILITIES

Employees who require leave covered by this policy shall provide as much advance written or verbal notice of the pending service as reasonably possible.

Additionally, the employee should:

- a. Provide copies of official orders or other official documentation, if available.
- b. Select the benefit options desired during absence, if applicable.

Duty Leave

- c. Retain copies of all submitted documents.

Leave requested for duty or service other than military orders will be permitted in circumstances when the hardships encountered by the District are navigable.

Navigable hardships are defined as:

- No special overtime is incurred,
- No cancellation of another's bid vacation,
- No cancellation of training which was requested beforehand.

In circumstances when the burden placed upon the District meets or exceeds the situations described above, the employee requesting government service leave will be permitted leave if their responsibilities are covered by another employee in a shift-trade/substitution or similar arrangement. Such a substitution does not relieve the requesting employee of their job responsibilities.

1047.5 COORDINATION WITH CONTRACTS, PRACTICES, AND OTHER RULES

Wherever USERRA has more generous protections and benefits than state or local law, any applicable collective bargaining agreement, or local policy or practice, the District will apply the more beneficial right or benefit.

1047.6 LEAVE ACCRUALS

Employees are not required to use accrued leave while on military leave; however, employees may choose to use accrued annual leave or earned compensatory/flex time at their discretion if applicable to their position.

Employees will not accrue sick leave or vacation leave during any period of leave without pay; however, upon return, military leave time will be included in determining leave accruals. For example, if vacation accrual increases from two weeks to three weeks upon completion of five years of service, then a person who works for two years, serves two years on active duty, and then returns would be entitled to three weeks of vacation one year after reemployment.

1047.7 COMPENSATION

During leave applicable to this policy, employees are entitled to compensation up to 120 hours. Before receiving compensation, employees are required to provide an official order from the appropriate authority as evidence of duty or training for which the leave pay is granted. The order shall contain the certification of the employee's officer or commanding officer verifying the performance of duty.

1047.7.1 HEALTH CARE BENEFITS

Employees on leave may elect to purchase continuing health care coverage for a period of time that is the lesser of:

- a. The 24-month period beginning on the first day of the employee's absence for leave.

Duty Leave

- b. The period beginning on the first day of the employee's absence for leave and ending on the date that they fail to return from service or apply for reemployment.

If the duration of an employee's approved service is less than 31 days, the employee may purchase continuing health care coverage under the district's health plan for no more than the regular employee share. If the approved service is 31 days or more, the District will charge the employee for no more than 102 percent of the full premium of the health care plan.

1047.8 RETURN FROM DUTY

Employees returning from approved leave of absence applicable to this policy must report to work as follows:

- a. For periods of service less than 31 days, employees must report back to work no later than the beginning of the first shift that begins on the first full day that follows the end of the employee's service period, plus a reasonable time to travel to the employee's residence, plus eight hours. If reporting within this period is impossible or unreasonable through no fault of the employee, the employee must return as soon as possible after expiration of the eight hours.
- b. For periods of service of more than 30 days but less than 181 days, employees must apply for reemployment verbally or in writing no later than 14 days after completing service, or, if impossible or unreasonable to do so through no fault of the employee, no later than the next first full calendar day when it is possible to do so.
- c. For periods of service of more than 180 days, employees must apply for reemployment verbally or in writing no later than 90 days after completion of service.

Employees who are recovering from an illness or injury incurred in or aggravated during service must report to the District or apply for reemployment as provided in this policy at the end of the period necessary to recover from such illness or injury. The recovery period may not exceed two years, except when circumstances beyond the employee's control exist.

An employee who fails to report or apply for reemployment promptly will be subject to the district's rules of conduct and established policies covering absence from scheduled work.

1047.9 REEMPLOYMENT RIGHTS

An employee returning from an approved temporary duty leave of absence is generally entitled to reinstatement to the position and benefits they would have attained if not absent for duty or, in some cases, a comparable job.

1047.9.1 FORMER POSITION

An employee returning from approved duty leave is entitled to reinstatement in the position that they would have attained had the employee not taken leave. If the leave exceeded 90 days, the employee is also entitled to a position of like seniority, status, and pay.

If an employee returning from approved duty leave is not able to perform the essential duties of the position the employee would have attained, the District will make reasonable efforts to help the employee become qualified. If the employee remains unable to perform the essential duties of the position after the district's reasonable efforts, the

Battlefield Fire Protection District Policy Manual

Fire

Duty Leave

employee is entitled to their previously held position at the time of departure or, in the case the leave exceeded 90 days, a position of like seniority, status, and pay. Where an employee remains unqualified for both of these positions after reasonable efforts by the District, the employee is entitled to the nearest approximation to these positions.

When a returning employee cannot become qualified because of a disability incurred in or aggravated during uniformed service, the District, after making reasonable accommodations, must find a position of equivalent seniority, status, and pay for which the employee is qualified, or the nearest equivalent.

1047.9.2 COMPENSATION AND BENEFITS

Upon return from duty leave, an employee is entitled to seniority and seniority-based rights and benefits, including but not limited to:

- a. Receiving credit for the time spent in uniformed service under honorable conditions for purposes of seniority, retirement, promotion, and merit salary increases.
- b. Receiving credit for time spent on approved leave for purposes of calculating eligibility for leave under the Family and Medical Leave Act.
- c. Returning to the level in the salary range that the employee would have attained had they not left on approved leave.
- d. Receiving the same contribution to retirement benefits upon reemployment that the District would have contributed had they not taken leave.
- e. Being treated as not having a break in service for purposes of participation, vesting, and accrual of pension benefits.
- f. Reenrolling in district health benefits without any waiting period.
- g. Restoring benefits that were elected by the employee and their dependents at the time military service began, as well as to any other benefits that began during the leave for which the employee would reasonably have become eligible.

1047.9.3 EMPLOYEE REEMPLOYMENT RESPONSIBILITIES

An employee returning from approved duty leave is entitled to reinstatement rights only if the employee:

- a. Has given advance written or verbal notice of such service, unless precluded by necessity.
- b. Has served in the uniformed service for no more than five years cumulatively while employed at the Battlefield Fire Protection District, except as provided within applicable laws.
- c. Has been issued a discharge under honorable conditions.
- d. Reports to the Battlefield Fire Protection District or applies for reemployment promptly as provided in this policy.
 1. In the case that the leave exceeds 30 days, submit documentation showing:
 1. The application for reemployment is timely.
 2. The employee has not exceeded the cumulative five-year limit of service in the uniformed services, except as provided within applicable laws.
 3. The employee's separation or dismissal from service was not disqualifying.

1047.9.4 DISTRICT REEMPLOYMENT RESPONSIBILITIES

Battlefield Fire Protection District Policy Manual

Fire

Duty Leave

The District shall promptly reinstate employees entitled to reinstatement but no later than 14 days after a request for reinstatement. In the case of unusual circumstances, the District shall reinstate employees as soon as practicable.

The District is not required to reemploy a person after approved duty leave if any of the following conditions exist:

- a. The district's circumstances have so changed as to make such reemployment impossible or unreasonable.
- b. Such reemployment would impose an undue hardship upon the District.
- c. The person held a nonrecurrent job for a brief period of time and had no reasonable expectation that such employment would continue.

Supervisors should consult with the Administration or legal counsel before determining whether any of these conditions exist.

1047.10 RETENTION

An employee who is reinstated after returning from approved duty leave may not be discharged, except for cause:

- a. For 180 days after the date of reemployment if the most recent period of service was more than 30 days and less than 181 days.
- b. For one year after the date of reemployment if the most recent period of service was more than 180 days.

1047.11 DISCRIMINATION AND RETALIATION PROHIBITED

Discrimination or retaliation against any employee for participation in military or government service is prohibited, whether the employee volunteers or is ordered to duty.

1047.12 BOARD APPROVAL

This policy was approved by the Battlefield Fire Protection District Board of Directors on XX/XX/XXXX

Leave of Absence

1049.1 POLICY

Employees of the District may be granted an unpaid leave of absence not to exceed one year. However, a leave of absence shall be granted only when it will not result in undue hardship for the District, and leave shall not be granted primarily in the interest of the employee. The employee must submit a written request at least two (2) weeks in advance of the leave requested to the Fire Chief. This requirement may be waived based on the urgency of the request. After evaluation, the Fire Chief will advise the employee in writing, stating the terms and conditions of the leave of absence. Upon expiration of the approved leave, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of an employee to report promptly on the date the leave expires, or within thirty (30) days after being notified to return to duty, shall be cause for discharge, upon final approval of the Board. Time spent on leave of absence will not be accrued as length of service. During this time period, the District will not provide benefits for the employee. However, the employee will have the option to make arrangements for the payment of monthly premiums, as provided under the amended Consolidated Omnibus Budget Reconciliation Act of 1985, (COBRA).

1049.1.1 EXCEPTIONS

Leaves of absence approved under the District's FMLA, VESSA, or Government Deployment/Military/Duty Leave policies are excluded from this policy.

1049.2 BOARD APPROVAL

This policy was approved by the Battlefield Fire Protection District Board of Directors on 02/13/2024,



BATTLEFIELD FIRE PROTECTION DISTRICT

www.battlefieldfire.com 

4117 W. Second Street
Battlefield, MO 65619

FAX: (417) 887-9914
PHONE: (417) 881-9018



Administration – Fire Chief Anderson

- Continued working on the 2027 budget.
- Facilitated the first BOD budget work session.
- Attended several 457b transition meetings.
- Received an esophageal cancer screening to evaluate for future District use.
- Attended a meeting of the Queen City Fire Chiefs Association.
- Assisted academy personnel with a hazmat operations skills review.
- Assisted with the academy 24-hour shift.
- Attended a meeting of the Christian County Fire Chiefs Association.
- Taught two CPR classes for the District community.
- Attended a meeting with our attorney, John Hammons, to discuss a real estate purchase.
- Attended a meeting with CoxHealth to discuss the Tactical Athlete Program.
- Assisted the Division of Fire Safety with Fire Inspector I skills evaluations in Ozark.
- Reviewed Fire Instructor III projects for the Division of Fire Safety.
- Took vacation in Virginia for a week to complete graduate school.

Operations – Deputy Chief Reynolds

- July run statistics
 - Monthly Call Totals = 194 (4.86% change from previous year)
 - 6 Building fires
 - 37 Overlapping incidents
 - YTD = 1350 calls
 - Average Travel Time = 5:24
 - Target is 7:00
 - Average Turnout Time = 1:13
 - Target is 1:30
 - Average Total Response Time = 6:33
 - Target is 8:30
- Working through more policies that need updating. I will have some for this board meeting.
- The Water Tender project has been completed. It is in service at Station #1.
- The new pumper is still waiting on the UPF tank. Radio has been delivered.
- We hosted a regional Swiftwater Rescue Team meeting. Assistant Mutual Aid coordinator was present.
- I responded to the flooding in Crawford, Iron, Reynolds, and Wayne Counties.
- I taught 5 active shooter response classes in July to representatives of various agencies.
- I attended a course on Battery Energy Storage Facilities at MUFRTI this month. It was a Train-the-Trainer.
- I will be attending a course this month on a MAYDAY review of a Line of Duty Death.
- I will be attending a course next month on Active Attacker Incident Management, and the Train-the-Trainer.
- I am hoping to be on vacation at the end of August partially through the first week of September.

Support Services – Assistant Chief Burr

- I'm continuing to work on the Leadership Development Program for the District.
- Attended the Exercise Planning Workgroup meeting with OEM.

"We Serve"



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- I'm continuing to work through the hail damage repair to the District vehicles.
- I reviewed Fire Instructor I and III projects for the Division of Fire.
- I'm continuing to work on the 457b transition.
- I assisted Greene County OEM at the Ozark Empire Fair.
- We could not get FEMA reimbursement for the hail damage due to not having access to their system and we were unable to get access until after the deadline for that disaster declaration.
- I had several meetings with our First Net rep working on improvements and solutions to some of our connectivity issues.
- Had several conversations with Lonestar Tactical Buildings about our new burn tower.
- I am in the process of setting up in service training on the burn tower and some additional live fire instructor training.
- I set up a leadership class for our company officers and out-of-titled officers. It will be held on August 21st.
- Continuing to work on policies with my Division Chiefs. I will have several for approval at the next meeting.

Support Services – Division Chief Zoeller

Community Risk Reduction Activities

- Total contacts made through social media, the District's website, and Google Business for June 2026 = 76,500 views.
- There were 14x phone requests for "Alarm" checks.

Public Service - Alarms (Non Medical) - Fire / Smoke Alarm	15	83.33%
Public Service - Alarms (Non Medical) - Gas Alarm	1	5.56%
Public Service - Alarms (Non Medical) - CO Alarm	2	11.11%

- District Mascot is in review before posting. Once Finalized, it will be rolled out on website & social media.
- I attended a meeting with the District's Community Risk Reduction Committee.
- We are still moving forward on funding 200x address numeric signs a year starting in 2027. Writing a procedure and making sure County doesn't have any issues with it. City is good to move forward still need to contact the county.
- Finished up guidelines for the inflatable fire safety house. Guidelines have been added to the kit. Looking into a small trailer for next year for the hauling of the safety house.
- Working with area CCR chiefs together for a Queens area CRR group to discuss trends for our area. Meeting is later in the month.
- With the new badge printer up and working. A QR code and design for a card was made for our medical bag to get people, help or services that we cannot provide. Still working on the small hiccup and trying to get Microsoft automate to work correctly.
- We had a couple PR events in July.

☐	Date	Module	Name	Address	Personnel	Apparatus	Status	Fire Stations
☐	7/4/2026	Event	Sunburst Hills Parade	1310 E HIGHPOINT ST	Casteel, Colton; Cook, Cha...	9733 - Engine 4 (KME)	Complete	Station 4
☐	8/4/2026	Event	National Night Out	5434 Tower Drive		4813 - Engine 1 (E-One)	Complete	Station 1

"We Serve"



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Workers Compensation, Safety, Maintenance, and Human Resources

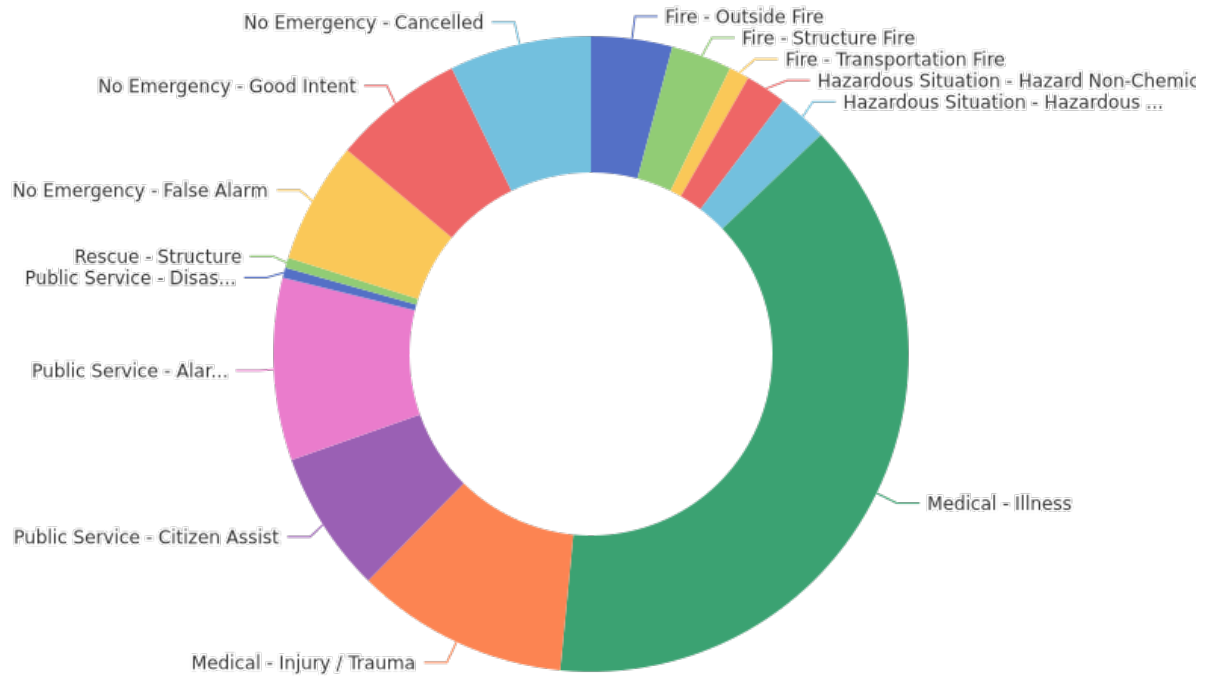
- The District has had a few small new work comp claims. New witness statements and a supervisor investigation form for injuries/ accidents are up and getting some good information back.
- Continued monitoring of active work comp claims. Still have 4x open claims and closed 1x.
- Completed 12x Safety Related Policies. Turned in for approval.
- I attended a meeting with the Safety Committee.
- I attended a meeting with the Awards committee.
- I attended a meeting with the Health and Wellness Committee.
- Getting with Ops. to start the ID badges.
- Attended LEPC, OTO, SWMO drug poisoning task force meetings.
- Working with Josh and Tim with building & apparatus maintenance items. We are trying to get caught back up with some recurring issues and some items that were put on hold.

Training – Division Chief Merritt

- Training hours for July: 1,856 hours
- YTD Training hours as of July 31: 12,117 hours
- Processed training course registrations and booked accommodations for several personnel.
- Hosted Hazmat Size-up class for A-shift.
- Conducted academy 24-hour shift consisting of extrication scenarios and numerous live fire evolutions.
- Conducted recruit graduation with Chief Burr.
- Attended online Safety Officer presentation from the Fire Department Safety Officers Organization.
- Worked on props for upcoming August auto-aid drills.
- Caught up on training entries in First Due for the academy.



FDR-IR: Incident Count by Primary Incident Sub Group



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT SUB GROUP	COUNT	PERCENT OF TOTAL
Fire	16	8.25%
Fire - Outside Fire	8	4.12%
Fire - Structure Fire	6	3.09%
Fire - Transportation Fire	2	1.03%
Hazardous Situation	9	4.64%
Hazardous Situation - Hazard Non-Chemical	4	2.06%
Hazardous Situation - Hazardous Materials	5	2.58%
Medical	96	49.48%

FDR-IR: Incident Count by Primary Incident Sub Group

Battlefield FPD MO
Address: 4117 W 2nd St, Battlefield, MO, 65619



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT SUB GROUP	COUNT	PERCENT OF TOTAL
Medical - Illness	75	38.66%
Medical - Injury / Trauma	21	10.82%
Public Service	33	17.01%
Public Service - Citizen Assist	14	7.22%
Public Service - Alarms (Non Medical)	18	9.28%
Public Service - Disaster / Weather	1	0.52%
Rescue	1	0.52%
Rescue - Structure	1	0.52%
No Emergency	39	20.10%
No Emergency - False Alarm	12	6.19%
No Emergency - Good Intent	13	6.70%
No Emergency - Cancelled	14	7.22%
Total	194	100.00%

MO - Battlefield Fire Department

Monthly Report

JULY 1 – JULY 31, 2026

YTD: JAN 1 – JUL 31, 2026 | LIFETIME SINCE: JUN, 2025

Safety Impact

Drivers Alerted	Driver Speed Reduction		
799	6.1%	8.0%	19.8%
YTD: 6,195 LIFETIME: 9,317	All Safety Cloud	My State	Similar Organizations

Responder-to-Responder (R2R)

R2R Alerts Sent	R2R Alerts Received
16	9
YTD: 124 LIFETIME: 203	YTD: 86 LIFETIME: 138

Event Totals

Incidents	Average Time On-scene
92	19.5 min
YTD: 690 LIFETIME: 1,127	YTD: 19.9 min LIFETIME: 18.7 min

Response Totals

Runs	Responding Time	Average Time-to-Scene
82	365 min	4.5 min
YTD: 685 LIFETIME: 1,105	YTD: 2,987 min LIFETIME: 4,822 min	YTD: 4.4 min LIFETIME: 4.4 min

MO - Battlefield Fire Department

Monthly Report

JULY 1 – JULY 31, 2026

YTD: JAN 1 – JUL 31, 2026 | LIFETIME SINCE: JUN, 2025

HAAS ALERT



Glossary

Drivers Alerted

Total drivers alerted; based on HAAS Alert enabled applications.

Driver Speed Reduction

Average reduction in speed of the first vehicle receiving an alert from a stationary event / incident, where information is available. Excludes mobile navigation applications.

All Safety Cloud

Average across all Safety Cloud organizations.

My State

Average across all Organizations in your state. "-" indicates not enough data available in your state to provide a statistically significant percentage.

Similar Organizations

Average across all Organizations similar to yours (e.g., fire departments, towing operators, maintenance fleets).

R2R Alerts Sent

Total number of Responder-to-Responder Alerts sent to nearby emergency vehicles.

R2R Alerts Received

Total number of Responder-to-Responder Alerts received by your emergency vehicles.

Incident Totals

Total number of times at least one vehicle arrived on-scene with lights engaged for 2+ minutes.

Average Time On-Scene

Average time duration per incident.

Run Totals

Total times a vehicle was dispatched to an incident with lights engaged for at least 1+ minute.

Response Time Totals

Total time vehicles/apparatus spent traveling to dispatched calls with lights engaged.

Average Time-to-Scene

Average time it took for a dispatched vehicle to arrive on-scene.