

TRUMAN STATE UNIVERSITY  
Kirksville 63501

OFFICIAL MINUTES  
OF THE  
BOARD OF GOVERNORS

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OPEN SESSION  
OF MEETING ON  
DECEMBER 7, 2019

The Board of Governors for Truman State University met on Saturday, December 7, 2019, on the University campus in Kirksville, Missouri. The meeting was held in the Conference Room of the Student Union Building. The open session of the meeting was called to order shortly after 1:00 p.m. by the Chair of the Board of Governors, Laura A. Crandall.

Participating in the meeting were six voting members: Sarah Burkemper, Cheryl J. Cozette, Laura A. Crandall, Jennifer Kopp Dameron, Nancy Gingrich, and K. Brooks Miller, Jr. Governor Jim O'Donnell was unable to participate. His absence was recorded as excused.

Also participating in the meeting were all three non-voting members: David Lee Bonner and Mike McClaskey, the two out-of-state members, and Tiffany Middlemas, student representative. Governor Bonner participated in the meeting via conference call.

Call to Order

Governor Crandall, Chair of the Board, called the meeting to order shortly after 1:00 p.m. and welcomed all in attendance.

Minutes for Open Session of Meeting on October 18, 2019

Governor Gingrich moved the adoption of the following resolution:

BE IT RESOLVED that the minutes for the open session of the meeting on October 18, 2019, be approved.

The motion was seconded by Governor Burkemper and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted.

Selection of Officers for 2020 Calendar Year

Governor Gingrich moved the adoption of the following resolution:

BE IT RESOLVED that the following persons be duly elected officers of the Truman State University Board of Governors, taking office for a term of one year commencing at the first regular meeting of the 2020 Calendar Year.

|            |                        |
|------------|------------------------|
| Chair      | Jennifer Kopp Dameron  |
| Vice Chair | K. Brooks, Miller, Jr. |
| Secretary  | Sarah Burkemper        |

The motion was seconded by Governor Cozette and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted.

Board Committee Appointments for 2020 Calendar Year

Governor Crandall announced the annual Board committee appointments, which take effect at the first regular meeting of the calendar year.

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Academic and Student Affairs

- Cheryl J. Cozette, Committee Chair
- David Lee Bonner
- Tiffany Middlemas
- Jennifer Kopp Dameron, ex officio

Budget and Capital Projects

- K. Brooks Miller, Jr., Committee Chair
- Nancy Gingrich
- Jim O'Donnell
- Jennifer Kopp Dameron, ex officio

Finance and Auditing

- Sarah Burkemper, Committee Chair
- Laura A. Crandall
- Mike McClaskey
- Jennifer Kopp Dameron, ex officio

Honorary Degrees

- Laura A. Crandall, Committee Chair
- Nancy Gingrich
- Mike McClaskey
- Tiffany Middlemas
- Jennifer Kopp Dameron, ex officio

Members of the Truman State University Foundation Board of Directors

- Laura A. Crandall
- Jennifer Kopp Dameron
- K. Brooks Miller, Jr.

Academic Affairs Report

Dr. Janet Gooch, Executive Vice President for Academic Affairs and Provost, introduced Chris Outzen, Director of Forensics/Instructor in Communications, who spoke to the success of the Forensics Team. Rebecca Walker, a Forensics Team Member and a senior communication major, then shared a persuasive speech, a speech in which the speaker has the goal of convincing the audience to accept his or her point of view.

Academic and Student Affairs Committee Report

Governor Dameron, Chair of the Academic and Student Affairs Committee, provided a report on the committee meeting held earlier in the day.

Finance and Auditing Committee Report

Governor Burkemper, Chair of the Finance and Auditing Committee, provided a report on the committee meeting held earlier in the day.

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Financial Report

Governor Burkemper presented the Financial Report which included a review as of October 31, 2019, of education and general revenues and expenditures and auxiliary systems revenues and expenditures and a review as of October 31, 2019, of the Truman State University Foundation revenues and expenditures.

Budget and Capital Projects Committee Report

Governor Miller, Chair of the Budget and Capital Projects Committee, provided a report on the committee meeting held earlier in the day.

Construction Projects Report

Governor Miller provided an update on construction projects which had been approved by the Board at previous meetings.

Contracts for Construction Projects and Equipment Purchases

Governor Miller reported that one equipment purchase totaling \$25,000 to \$100,000 had been approved since the last meeting of the Board.

| <u>Description</u>         | <u>Cost</u> |
|----------------------------|-------------|
| Pershing Arena Video Board | \$95,655    |

Construction Project: Greenwood Center Abatement Project

Governor Miller moved the adoption of the following resolution:

BE IT RESOLVED that the description and budgeted amount for the following construction project be approved:

| <u>Project Name</u>                | <u>Project Budget</u> |
|------------------------------------|-----------------------|
| Greenwood Center Abatement Project | \$90,500              |

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bid for the project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

The motion was seconded by Governor Gingrich and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit A.

Construction Project: Soccer/Tennis Restroom Project

Governor Miller moved the adoption of the following resolution:

BE IT RESOLVED that the description and budgeted amount for the following construction project be approved:

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| <u>Project Name</u>            | <u>Project Budget</u> |
|--------------------------------|-----------------------|
| Soccer/Tennis Restroom Project | \$220,000             |

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bid for the project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

The motion was seconded by Governor Burkemper and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit B.

Architectural Services – McClain Hall Elevator Project

Governor Miller moved the adoption of the following resolution:

BE IT RESOLVED that the proposal from PGAV to provide architectural services for the McClain Hall Elevator Project, with the fees and work for such services to be within the guidelines of the proposal, be approved; and

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to execute a contract with the firm for the project; and

BE IT FURTHER RESOLVED that a copy of the proposal be attached to and made a part of the minutes for this meeting.

The motion was seconded by Governor Dameron and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit C.

Housing and Food Plan Charges

Governor Miller moved the adoption of the following resolution:

BE IT RESOLVED that the following major categories of housing charges be approved, effective with the 2020 Fall Semester:

- 1) Room rates for students living in the University's residence halls:

MISSOURI/DOBSON/CENTENNIAL

| Size of Room     | Charge for Academic Year |
|------------------|--------------------------|
| Single Occupancy | \$6,570 per student      |
| Double Occupancy | \$5,748 per student      |
| Deluxe Double    | \$6,395 per student      |

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|                       |                     |
|-----------------------|---------------------|
| Multiple Occupancy    | \$5,263 per student |
| Super Single – Buyout | \$7,211 per student |

BLANTON NASON BREWER/RYLE/WEST CAMPUS SUITES

|                       |                          |
|-----------------------|--------------------------|
| Size of Room          | Charge for Academic Year |
| Single Occupancy      | \$7,080 per student      |
| Double Occupancy      | \$6,121 per student      |
| Deluxe Double         | \$6,777 per student      |
| Multiple Occupancy    | \$5,610 per student      |
| Super Single – Buyout | \$7,605 per student      |

3) RANDOLPH APARTMENTS

|                               |                          |
|-------------------------------|--------------------------|
| Size of Room                  | Charge for Academic Year |
| One Bedroom; Single Occupancy | \$5,182 per student      |
| Two Bedroom; Double Occupancy | \$4,954 per student      |

CAMPBELL APARTMENTS

|                               |                          |
|-------------------------------|--------------------------|
| Size of Room                  | Charge for Academic Year |
| One Bedroom; Double Occupancy | \$5,034 per student      |
| Two Bedroom; Triple Occupancy | \$4,906 per student      |
| Family One Bedroom            | \$7,762 per family       |
| Family Two Bedroom            | \$8,945 per family       |

BE IT FURTHER RESOLVED that the following food plan rates per semester will be approved effective with the Fall 2020 Semester:

|  |            |
|--|------------|
| 21 meals per week with \$75.00 dining dollars:       | \$1,792.00 |
| 18 meals per week with \$125.00 dining dollars:      | \$1,730.00 |
| 15 meals per week with \$225.00 dining dollars:      | \$1,625.00 |
| 12 meals per week with \$125.00 dining dollars:      | \$1,420.00 |
| 150 meals per semester with \$275.00 dining dollars: | \$1,493.00 |

BE IT FURTHER RESOLVED that the other residence hall fees and room and board charges including short-term rates not listed in this resolution be established by the President of the University, based on the above fees and charges, in accordance with Sections 11.010 and 11.020 of the Code of Policies.

The motion was seconded by Governor Burkemper and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted.

Salary Policies 2020

Governor Miller moved the adoption of the following resolution:

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BE IT RESOLVED that the following salary and wage policies for the 2020 calendar year be approved:

- 1) 2020 Policy for Faculty Salaries;
- 2) 2020 Policy for Exempt Staff Salaries;
- 3) 2020 Policy for Non-Exempt Staff Salaries;
- 4) 2020 Policy for Hourly Personnel Wage Rates;
- 5) 2020 Policy for Unit I Wage Rates; and
- 6) 2020 Policy for Off-Campus and Workshop Faculty Salaries; and

BE IT FURTHER RESOLVED that a copy of the six documents be attached to and made a part of the minutes for this meeting.

The motion was seconded by Governor Dameron and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted, and the Secretary designated a copy of the documents as Exhibit D.

President's Report

Dr. Susan L. Thomas, University President, provided a report on several items of current interest. President Thomas apologized for her absence at the beginning of the meeting noting her attendance at the visitation services for Mario Jaquez, a member of the Truman community/Physical Plant team who passed away unexpectedly on December 4. She thanked Governor McClaskey for his attendance at the Bachelor of Arts and Bachelor of Fine Arts Capstone Exhibition Closing Reception and the Opera: Amahl and the Night Visitors the previous evening. President Thomas shared a selected engagements report detailing her activities since her last report to the Board. She provided an update on the 2021-2025 Strategic Plan Process, highlighting a Strategic Planning Town Hall held on November 11, and she provided an update on the work of SME, the firm selected to assist the University with branding and marketing. Finally, President Thomas noted that the Truman football team was in Hobart, Indiana, representing the Great Lakes Valley Conference at the inaugural America's Crossroads Bowl.

Agenda Items for Future Meetings

The Board reviewed a list of projected agenda items for the regular meetings during the next year.

Dates for Future Meetings

Governor Burkemper moved the adoption of the following resolution:

BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Saturday, February 8, 2020, on the University campus in Kirksville, Missouri, beginning at 1:00 p.m., with the understanding that the Chair may alter the starting time and/or place for the meeting by giving due notice of such change; and

BE IT FURTHER RESOLVED that other regular meetings of the Board during the next year be tentatively scheduled for the following dates:

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Saturday, April 4, 2020;  
Saturday, June 13, 2020;  
Saturday, August 1, 2020;  
Friday, October 23, 2020; and  
Saturday, December 5, 2020.

The motion was seconded by Governor Dameron and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted.

Agenda Items for Closed Session

Governor Cozette moved the adoption of the following resolution:


BE IT RESOLVED that this meeting be continued in closed session, with closed records and closed votes as permitted by law, for consideration of the following items as authorized by Section 610.021, Revised Statutes of Missouri:

1. Approval of minutes for the closed session of the last meeting under Subsection 14 of the statute for "Records which are protected from disclosure by law";
2. Individual personnel actions under Subsection 3 of the statute for "Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded";
3. Confidential communications with the General Counsel; and
4. Purchase or sale of real estate under Subsection 2 of the statute for "Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and

BE IT FURTHER RESOLVED that if any business not covered by the stated reasons for the closed session is raised during the closed session, then this meeting shall be reopened to the public and an announcement about a resumption of the open session shall be made in the hallway outside of the meeting room.

The motion was seconded by Governor Gingrich and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted.

The closed session of the meeting began shortly after 2:20 p.m.

  
K. Brooks Miller, Jr.  
Secretary of the Board of Governors

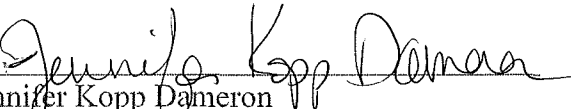
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I hereby certify that the foregoing minutes  
were approved by the Board of Governors  
on the 8<sup>th</sup> day of February, 2020.

  
Jennifer Kopp Dameron  
Chair of the Board of Governors



## ITEM H.3

## Construction Project – Greenwood Center Abatement Project

RBM

## DESCRIPTION AND BACKGROUND

Favorable bids for the Greenwood Site Development project allow the addition of asbestos abatement at this time. This project requires a separate consultant to develop detailed specifications for bidding, and provide project oversight during the work and Farmer Environmental Services was approved at the October Board of Governors meeting to provide these services.

This project was advertised in two general circulation newspapers, bids were solicited from multiple firms and proposals were received from seven firms that specialize in abatement. The best and lowest bid was from Spray Services, Inc. of Washington, MO. Funding for this project will come from the FY20 state appropriation for the Greenwood Center. The total project cost including design fees, monitoring services, advertising, and abatement is \$90,500.

## RECOMMENDED ACTION

BE IT RESOLVED that the description and budgeted amount for the following construction project be approved:

| <u>Project Name</u>                | <u>Project Budget</u> |
|------------------------------------|-----------------------|
| Greenwood Center Abatement Project | \$90,500              |

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bid for the project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

Moved by \_\_\_\_\_  
 Seconded by \_\_\_\_\_  
 Vote: Aye \_\_\_\_\_  
 Nay \_\_\_\_\_

ITEM H.4

Construction Project – Soccer/Tennis Restroom Project

*RB*

DESCRIPTION AND BACKGROUND

The Student Athletic Fee Committee has allocated \$200,000 in funds to add a restroom facility which will serve both the soccer stadium and tennis courts. Currently portable units are used during the athletic season for these sports. The restroom to be installed is pre-fabricated and available through a state contract utilizing the Missouri Department of Conservation and State Parks. In addition to the purchased pre-fabricated unit, a contractor will build the foundation and install water, sewer, and electrical service to the site. This work will be competitively bid. Because the site preparation costs have not been finalized, the proposed budget includes \$20,000 in local capital funds as a contingency. If approved, work will begin in Spring 2020.

RECOMMENDED ACTION

BE IT RESOLVED that the description and budgeted amount for the following construction project be approved:

| <u>Project Name</u>            | <u>Project Budget</u> |
|--------------------------------|-----------------------|
| Soccer/Tennis Restroom Project | \$220,000             |

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bid for the project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

Moved by \_\_\_\_\_  
 Seconded by \_\_\_\_\_  
 Vote: Aye \_\_\_\_\_  
 Nay \_\_\_\_\_



November 20, 2019

Mark Schultz  
Campus Architect  
Truman State University  
Room 201, McClain Hall  
100 East Normal  
Kirksville, MO 63501-4221  
660-785-4302

Handwritten initials "MS" in dark ink, located to the right of the recipient's address.

Re: McClain Hall Elevator Modernization Design Services Proposal

Dear Mark,

PGAV Architects is pleased to provide this proposal for project design and documentation, and construction phase services for the modernization of the existing elevator at McClain Hall

### **1. PROJECT TEAM**

PGAV Architects – Architects  
McClure Engineering – Mechanical, Electrical, Plumbing Engineers

### **2. PROJECT OVERVIEW**

The project consists of a complete refurbishment of the existing 1970's era elevator in McClain Hall. This scope will also include design for new space to accommodate a fire rated elevator machine room. We anticipate the adjacent mechanical room is large enough to accommodate the elevator equipment machine room.

In advance of developing this proposal PGAV has had correspondence with the Owner and Kone Elevator to assist in developing preliminary scope for the elevator upgrades. The information from Kone (see attached) shall serve as the basis of design for this project.

### **3. CONSTRUCTION BUDGET**

Kone estimates their scope related to the elevator modernization to be approximately \$100,000. Other scopes related to Architectural, Mechanical, Electrical, Plumbing are pending further investigation. We could foresee the additional scope needed to execute the balance of the project to be in the \$30,000 to \$50,000 range, thus an overall construction budget of \$130,000 to \$150,000, or perhaps more pending further investigation on site. The design team will develop a more detailed estimate of probable construction cost for the University's review once scope is confirmed and the design moves forward.

Budget allocations for additional project costs, including but not limited to A/E fees, administrative costs, hazardous materials abatement, construction testing services, telecommunications/data cabling, moveable furniture, fixtures and equipment, and project contingencies are in addition to the construction budget.

#### **4. SCOPE OF WORK**

The PGAV team will provide basic design, construction documentation, bidding assistance, construction administration, and close-out services for the renovation.

##### **Design and Documentation**

- Review available information including as-built's of existing construction and prepare base drawings.
- Attend (1) on-site meeting to determine best location for the elevator equipment room and to understand existing conditions.
- Field verify as-built conditions in conjunction with site visit.
- Attend (1) on-site meeting to review 50% construction document development progress, make interior finish selections, etc. Alternatively, PGAV could host this review meeting at our Kansas City office.
- Develop signed and sealed construction documents suitable for competitive bidding, permit, and construction.
- Prepare an estimate of probable construction cost for budget confirmation purposes.

##### **Bidding Assistance**

- Issue bid documents to contractors.
- Respond to bidder's questions and prepare addenda as needed to facilitate competitive bidding.
- Assist with review and analysis of construction bids received.
- Pre-bid conference and bid opening attendance via telephone (see Add Services below if in-person attendance is desired).

##### **Construction Administration**

- Attend (1) preconstruction conference via telephone (see Add Services below if in-person attendance is desired).
- Review shop drawings and product data submittals.
- Prepare responses to contractor's requests for information.
- Review contractor pay applications.
- Provide (1) site visit at the approximate midway point during construction.
- Provide (1) site visit at substantial completion for punch list preparation.

##### **Project Close Out**

- Review warranty and O&M documentation provided by the Contractor for the University's records.
- Prepare and submit as-built record drawings based on contractor field mark ups.

## **5. SCOPE CLARIFICATIONS**

The following clarifications reflect PGAV's understanding of the scope of the work and respective responsibilities:

- This proposal assumes a traditional design, bid, build project delivery.
- The identification and/or abatement of hazardous materials will be by others under a separate contract if required.
- Renovation scope is limited to the elevator refurbishment and elevator equipment room described above. Any improvements to other parts of the building are excluded.
- This proposal is based on the scope of work described by Kone in the document attached. The design team will prepare bid documents suitable for competitive bidding, but will list Kone as basis-of-design, and will rely on the information they provide for purposes of documentation. If another vendor is awarded the contract and their requirements differ from those provided by Kone, any drawing or specification revisions required to accommodate will be negotiated as an Additional Service at that time.
- Mechanical, Electrical, and Plumbing scope is as described in McClure Engineering proposal dated November 18<sup>th</sup> attached.
- Structural modifications to the existing concrete building structure, masonry elevator shaft, and/or concrete pit are not believed to be required. As such, a structural engineer has not been included in the scope of this proposal. Should structural modifications be needed, structural design services will be added to our agreement by amendment.
- The elevator will be offline for extended periods of time to complete the work. The University will make any accessibility accommodations necessary during construction.

## **6. ADDITIONAL SERVICES**

The following services are excluded from basic services, but can be provided as an additional service if requested. These services will be added to this agreement by amendment:

- Any engineering or consulting services beyond those described above that may ultimately be required to execute the project.
- Any significant revisions to completed construction documents after Owner approval.
- Preparation of multiple bid packages.
- Design or modification of MEP systems serving areas outside the renovation area.
- Design of improvements to or replacement of the air handling system(s) serving the renovation area.
- Design of Audio/Visual systems, computer or telephone networks and cabling systems.
- Energy studies or any other evaluation of first cost, operating cost or life cycle costs.
- Additional site visits, design meetings, or construction observation site visits beyond those outlined in the scope of services described above.
- Moveable furniture, fixture and equipment (FF&E) selection, specification and procurement assistance services.

Additional services will be negotiated as lump sum adjustments to this agreement or billed on the basis of the hours worked in accordance with the hourly rates attached this proposal.

## 7. COMPENSATION

The PGAV team will provide the basic architectural, mechanical, and electrical services outlined above for a fixed fee of **29,800**. Because of the small-scale nature of the project, this proposal is based upon an approximate time commitment to the project rather than on a traditional percentage fee basis. The fee by discipline is broken down as follows

|   |                 |
|---|-----------------|
| PGAV Architectural Consulting             | \$17,100        |
| <u>McClure Engineering MEP Consulting</u> | <u>\$12,700</u> |
| <b>Total Fixed Fee</b>                    | <b>\$29,800</b> |

Direct project expenses including printing and travel costs are in addition to the fixed fee. Reimbursable expenses related to the project shall be invoiced at cost. PGAV will invoice for work completed on a phase/percentage completion basis as outlined below:

|                                    |               |
|------------------------------------|---------------|
| Design and Design Documents        | 70.0%         |
| Bidding                            | 5.0%          |
| <u>Construction Administration</u> | <u>25.0%</u>  |
| <b>Total</b>                       | <b>100.0%</b> |

## 8. PROJECT SCHEDULE

The following represents our understanding of the proposed design and construction schedule for the project to achieve the University's goal of having construction activities completed primarily during the summer 2020 intercession:


|  |                   |
|--|-------------------|
| Notice to Proceed & As-Built Info Received | December 7, 2019  |
| Design and Documentation Complete          | January 18, 2020  |
| Bidding & Contract Award Complete          | February 8, 2020  |
| Elevator Shop Drawings Received for Review | February 28, 2020 |
| Elevator Shop Drawing Review Complete      | March 16, 2020    |
| Elevator Delivered to Jobsite              | June 15, 2020     |
| Substantial Completion                     | August 14, 2020   |

We believe this schedule is aggressive, but achievable if all parties involved work diligently to complete critical path activities in a timely manner and achieve the milestone dates outlined above. Please note that any delays in making key decisions and/or providing information necessary during design and construction may jeopardize the completion schedule. Every effort will be made to maintain the schedule, but if delays beyond our control affect completion dates, we will bring them to the University's attention immediately and adjust the schedule accordingly.

Thank you for the opportunity to assist with this assignment. If this proposal is acceptable, please sign and return a copy for our records. Your authorization will serve as our notice to proceed. Please don't hesitate to call if you have any questions or need any additional information.

Sincerely,

PECKHAM GUYTON ALBERS & VIETS, INC.



Steve Cramer, AIA, LEED AP  
Vice President

cc: Steve Troester, PGAV  
Jim Hansen, PGAV

attachments: Kone Scope of Work Description  
11/18/19 McClure Fee Proposal

**AUTHORIZATION TO PROCEED**

\_\_\_\_\_  
For Truman State University

\_\_\_\_\_  
Date



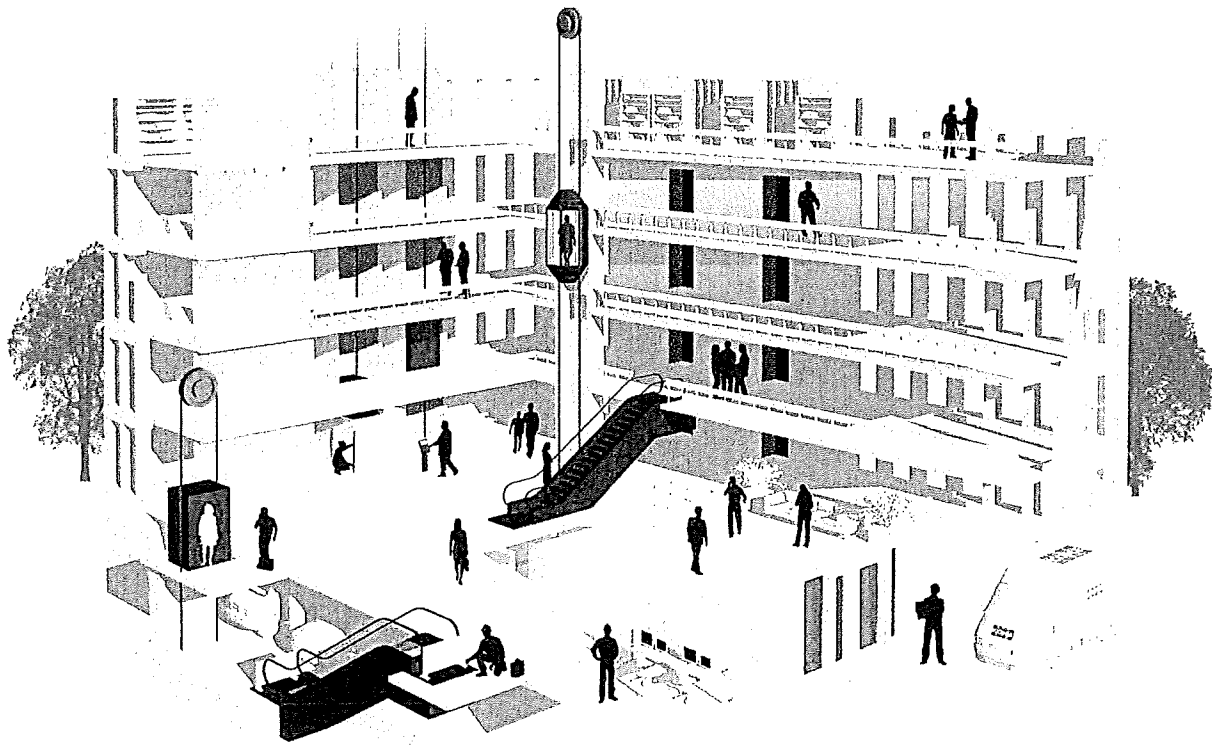
## **PECKHAM GUYTON ALBERS & VIETS, INC.**

### STANDARD HOURLY BILLING RATES JANUARY 1, 2019

|                                 |           |
|---------------------------------|-----------|
| Principal                       | \$ 200.00 |
| Vice President                  | \$ 175.00 |
| Lab Planner                     | \$ 175.00 |
| Senior Project Manager/Designer | \$ 165.00 |
| Project Manager                 | \$ 155.00 |
| Project Architect/Designer      | \$ 140.00 |
| Architect/Designer I            | \$ 125.00 |
| Architect/Designer II           | \$ 115.00 |
| Intern/Draftsman                | \$ 75.00  |
| Administrative                  | \$ 65.00  |



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01/21/2019

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Work 816-260-9659  
eduardo.prunedacastro@kone.  
com  
www.kone.us

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel to contact me directly. We look forward to hearing from you and working together on this project.

Yours sincerely,

Lalo Pruneda  
Sales Consultant  
**KONE Inc.**



## 1 Solution Specification

### Technical Equipment Data / - - Solution 1.

|                  |          |
|------------------|----------|
| Rated load       | 3500 lbs |
| Rated speed      | 150 fpm  |
| Travel height    | 24 ft    |
| Number of floors | 3        |

### Offered Components

|                             |   |
|-----------------------------|---|
| Door Panel(s)               | New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.  |
| Car Door Equipment          | Replace pickup roller and interlock portion of the hoistway door equipment.   |
| ReNova Door Operator        | <p>A closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.</p> <p>Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.</p> |
| Curtain of Light            | The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.  |
| KCM831 Hydraulic Controller | "KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly  |



interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, trouble-shooting, and adjusting without requiring the use of an outside service tool."

#### **Hydraulic Power Unit**

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.

Two (2) manual shut off valves will also be provided.

#### **KSS 570 Signalization**

KSS 570 signalization offers a high degree of flexibility to meet the needs of your building. Choose from a wide range of aesthetic options to match the look and feel of your elevator and complement your lobby design. Eco-efficient LED call registration illumination with a choice of colors (amber, white, blue). Dimming feature when elevator not in use. Increases safety and accessibility of elevator users.

KSS signalization meets national codes of North America:

- Safety Code for Elevators and Escalators, ASME A17.1/CSA B44
- Elevator and Escalator Electrical Equipment, ASME A17.5/CSA B44



**Car Top Handrail to be  
installed per code**

- Accessible and Usable Buildings and Facilities, ICC/ANSI A117.1
- Americans with Disabilities Act Accessibility Guidelines, ADAAG

Car Top Handrail is designed to provide a safe working area for personnel that is working on the elevator car to per ASME A 17.1-2000 Code.

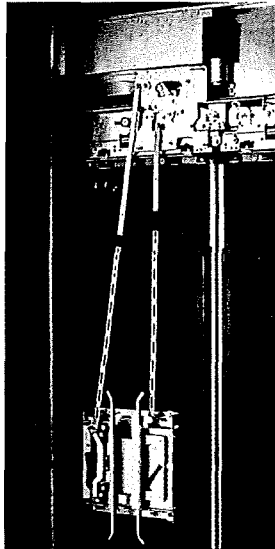
## 2 DETAILED SPECIFICATION

### 1 - - Solution 1

#### Door Panel(s)

New door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.

#### ReNova Door

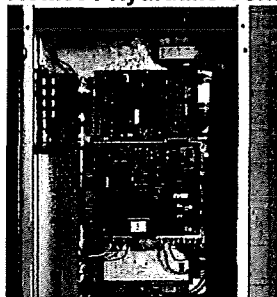


A closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.

Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

#### Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

**KCM831 Hydraulic Controller**

KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, trouble-shooting, and adjusting without requiring the use of an outside service tool.

**Hydraulic Power Unit**

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.

An automatic Safety Valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.

Two (2) manual shut off valves will also be provided.



### **KSS 570 Signalization**

KSS 570 signalization offers a high degree of flexibility to meet the needs of your building. Choose from a wide range of aesthetic options to match the look and feel of your elevator and complement your lobby design. Eco-efficient LED call registration illumination with a choice of colors (amber, white, blue). Dimming feature when elevator not in use. Increases safety and accessibility of elevator users.

KSS signalization meets national codes of North America:

- Safety Code for Elevators and Escalators, ASME A17.1/CSA B44
- Elevator and Escalator Electrical Equipment, ASME A17.5/CSA B44
- Accessible and Usable Buildings and Facilities, ICC/ANSI A117.1
- Americans with Disabilities Act Accessibility Guidelines, ADAAG





**Project notes** [Insert project specific notes here]

**Handover date** Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 7 weeks from order receipt, deposit and approval of drawings.

**Downtime period** 4 weeks per unit

#### **Price Overview**

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

**Maintenance** 12 months of warranty maintenance

#### **Component Overview**

##### **Equipment number**

Car Top Handrail

Door Panel(s)

ReNova Door Equipment

Hoistway Wiring

Curtain of Light

KCM831

Power Unit & Pipe Accessories

KSS 570 Signalization



### 3 Tender Approval

**Receiver:**

KONE Inc.  
Lalo Pruneda  
2700 BiState Dr, Ste 100  
Kansas City, Missouri, 64108  
eduardo.prunedacastro@kone.com

**Sender:**

Henry Linch  
CITY OF KANSAS CITY  
601 Brasilia Drive  
Missouri, KANSAS CITY, 64153

Submitted by:

Lalo Pruneda  
Sales Consultant  
01/21/2019



### Clarifications

- Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments. (See Attachment "A" and "B")
- All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
- The existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
- Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
- No costs for preventive maintenance services are included in this capital improvement pricing.
- The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
- In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
- Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
- Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
- Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
- For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.



## **Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)**

### **1. APPLICATION OF THESE TERMS**

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the "Proposal").

### **2. SPECIAL PURCHASING REQUIREMENTS**

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

### **3. PROPOSAL CONDITIONS**

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter ("Equipment"), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE's letter specifying the ship date ("Ship Date Letter") signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

### **4. PAYMENT TERMS**

Payment of the total Price is due within 30 days from invoice date, based on benchmarks as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys' fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

### **5. INSTALLATION**



Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE's scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements ("Site Requirements"), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE's materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. KONE's site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE's site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages. Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

## **6. TEMPORARY USE**



Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

## **7. HAZARDOUS MATERIALS**

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

## **8. TITLE AND RISK TO EQUIPMENT**

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

## **9. TURNOVER**

Prior to turnover, KONE must receive a final punchlist. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

## **10. DELAY**

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, or acts of God. In the event of such delays,

KONE shall be entitled to an extension in time equal to the length of such delay and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.



## **11. LIMITED WARRANTY**

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## **12. INDEMNIFICATION**

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

## **13. INTELLECTUAL PROPERTY**

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.

## **14. INSURANCE**

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the



only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

#### **15. LIMITATION OF LIABILITY**

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

#### **16. CONCEALED OR UNKNOWN CONDITIONS**

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

#### **17. TECHNICAL SURVEY**

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

#### **18. TERMINATION**

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

#### **19. GOVERNING LAW AND DISPUTE RESOLUTION**

The parties agree that this Proposal shall be governed by the laws of the state where the Project is





located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

## **20. PRICE ADJUSTMENT**

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

## **21. MISCELLANEOUS**

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.



### **Bid Attachment "B" / Site Requirements & Work by Other Trades**

The work described below is a summary of work to be performed by others ("Work by Other Trades") that may be required in conjunction with the elevator modernization performed by KONE (the "Work"). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others.

**Purchaser shall provide the following unless specifically included in KONE's Work:**

#### **Electrical**

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified
- If required by building code, standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator's disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

#### **Machine Room**

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7'-0".
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

#### **Hoistway**

- A code-compliant hoistway, constructed in accordance with KONE's requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4".
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42" above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary



sewer systems, retention ponds, etc.).

- Elevator hoistway ventilation to the outside atmosphere as required by building code

#### **Fire Service**

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12" of each sprinkler head.

#### **Access Integration/Security**

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

#### **Counterweighting**

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

#### **RK1 Fuses and Circuit Breakers**

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

#### **General**

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior



to start of the Work.

- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.

# McCLURE ENGINEERING

November 18, 2019

Via email: [steve.troester@pgav.com](mailto:steve.troester@pgav.com)

Steve Troester  
PGA V Architects  
1900 W. 47<sup>th</sup> Place, Suite 300  
Westwood, KA 66205

Re: Proposal for Engineering Services  
for TSU McClain Elevator  
Kirksville, MO

Dear Steve:

We are pleased to present you with this proposal to provide professional engineering services for the project referenced above. Below is our understanding of the project along with our Scope of Work and Fee.

## Description of Project

We understand that the project consists of complete refurbishment of the McClain Building elevator, including the construction of a new (EMER) elevator machine room within the existing adjacent mechanical room.

## Scope of Work

We propose the following Scope of Work:

- a. Perform field investigations as necessary to develop design documents.
- b. Prepare construction cost opinions.
- c. Prepare construction documents consisting of drawings and specifications for Mechanical, Electrical, Fire Protection, and Plumbing work.
- d. Assist in the selection of Contractors to bid the project, evaluate the bids received, and submit a recommended course of action following the review of the bids.
- e. Perform construction observation services including shop drawing review, attendance at job coordination meetings, review of pay applications, and review of construction progress.

### **Fee for Basic Services**

We propose to perform the above Scope of Work for a **Fixed Fee of \$12,700.00**. In addition, reimbursable expenses will be billed for the actual amount for direct costs that are directly attributable to the performance of the work such as subconsultants, drawing reproduction, express deliveries, rental cars for travel, meals, travel miles to site and meetings. Additional services and reimbursable expenses will be billed based on the attached rate schedule.

We do anticipate travel or expenses for two trips to the site. The first trip would be to confirm location of the new EMER and identify MEP/FP systems that require relocation to support this new layout; however, we will request authorization in the event that these expenses arise and bill for these per the terms of this proposal or the contract.

### **Additional Services**

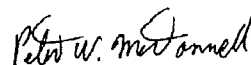
Additional Services include all services that are not part of the Scope of Work as described above. This includes those services that arise as a result of unforeseen circumstances and will require an additional fee. Typical items included in Additional Services are as follows:

- a. Services resulting from changes in scope or magnitude of the project as described and agreed to under the Scope of Work.
- b. Services in connection with a public hearing, arbitration, or legal proceedings.
- c. Commissioning of Mechanical, Electrical, and Plumbing systems in accordance with the 2015 IBC Code Section C408.

The above fee is valid for a period of 90 days from the date of this proposal, after which McClure Engineering reserves the right to retain or modify it to reflect changing economic conditions. Attached is a copy of our standard Terms and Conditions. We will invoice for our services on a monthly basis as the work progresses, and invoices are payable net 30 days.

Please sign below and return one copy of this letter proposal to acknowledge your understanding of our Scope of Work, Fee, and Terms and Conditions, and to authorize us to proceed. Please call me if you have any questions regarding this proposal.

Sincerely,



Peter W. McDonnell

Steve Troester  
November 18, 2019  
Page 3 of 8

**Accepted for PGAV Architects**

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

PWM:jac

Enclosure: Rate Schedule (dated January 1, 2019)  
Terms and Conditions

# McCLURE ENGINEERING

January 1, 2019

## RATE SCHEDULE

| <u>Category</u>        | <u>Hourly Rate</u> |
|------------------------|--------------------|
| Principal              | \$245              |
| Senior Project Manager | \$189              |
| Senior Engineer        | \$175              |
| Project Manager        | \$152              |
| Engineer               | \$152              |
| Lighting Designer      | \$152              |
| Senior Technician      | \$152              |
| Technician             | \$128              |
| Designer               | \$128              |
| Project Administrator  | \$93               |
| Drafter                | \$93               |
| Clerical               | \$80               |

Reimbursable expenses are in addition to hourly fees and include expenses incurred by McClure Engineering in the interest of the project. Unless otherwise defined by contract, reimbursable expenses shall be invoiced and include the following:

- Travel at cost.
- Automobile mileage at the published IRS Standard Mileage Rate.
- Reproductions of drawings, specifications, and other documents at cost.
- Courier and delivery charges at cost.
- Fees paid for securing permits and approvals.
- Sub-consultant expenses at cost plus 5%.



# McCLURE ENGINEERING

## McCLURE ENGINEERING

### TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

This Terms and Conditions for Professional Services (the "Agreement") is an attachment to a letter proposal (the "Proposal") between McClure Engineering (McClure) and Client. Client has authorized commencement of work by signing the "Accepted" section of the Proposal. The Agreement is hereby incorporated and made a part of the contract between the parties. In consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as to the following:

#### 1. INVOICING AND PAYMENT

Client shall pay McClure compensation as outlined in the Proposal and according to these payment terms. Invoices may be prepared and submitted by McClure either on a monthly basis or when the work is completed, at McClure's option. Payment is due upon receipt and is past due thirty (30) days from date of invoice. A service charge of 1.5% per month, or the maximum amount allowed by law, may be charged on past due amounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the Client. If payment of invoices is not current, McClure may suspend performing further work at no liability to McClure if Client is damaged by such suspension.

#### 2. RELATIONSHIP BETWEEN CLIENT AND McCLURE

McClure is retained by the Client to investigate and to consult with the Client regarding the project, as defined in the Proposal. Client shall provide McClure in writing with all information relevant to the project and shall advise McClure of any condition known to Client that may affect McClure's performance under this Agreement. McClure's services are for the benefit of the Client, but Client recognizes that the extent of those services is limited by the time-frame chosen and the funds expended by the Client for the investigation. Both the Client and McClure recognize that the scope of McClure's investigation is limited by the Client's budget for such services, and that a more detailed and extensive investigation, at greater cost to the Client, might yield more accurate and reliable information that might affect some of McClure's decisions. McClure has no responsibility for the work product of any independent consultants required for the Client's project, nor for completeness, adequacy, or quality of said independent consultants' work, or specialty work.

#### 3. INFORMATION PROVIDED BY CLIENT

McClure and the Client shall discuss and agree upon the information needed for rendering of services thereunder. The Client agrees to provide to McClure all such information as agreed to be necessary. With respect to such information, the Client understands and agrees that McClure will rely solely upon the Client to ensure the accuracy and completeness thereof, as the Client recognizes that it is impossible for McClure to ensure the accuracy, completeness, and sufficiency of such information. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold McClure harmless from any claim, liability, cost (including reasonable attorney's fees and costs of defense) or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to McClure. Supplementing the foregoing, the Client represents and affirms that the Client is fully and completely responsible for such information and that McClure shall have no responsibility therefor.

## **McCLURE ENGINEERING**

### **4. OWNERSHIP OF DOCUMENTS, PROPRIETARY INFORMATION, INDEMNIFICATION**

This proposal and all documents, including, but not limited to, drawings, specifications, computer disks, reports, calculations, and estimates, prepared by McClure in connection with this Agreement ("McClure Confidential Information"), are instruments of service and contain proprietary and confidential information of McClure and are intended for the sole use of the recipient hereof, and may not, except as otherwise described herein, be disclosed, distributed, or disseminated in any form without the prior written consent of McClure. Any other use or distribution of the McClure Confidential Information is prohibited. In all events, McClure shall retain all rights to its background technologies used in the development of the reports and technical documents. The McClure Confidential Information is and shall remain the sole property of McClure.

Client will, at its expense, defend, indemnify and hold McClure and its affiliates, successors and assigns and any officer, director, employee or agent of any of them (collectively, the "Indemnified Parties") harmless against all liability, actions, suits, demands, claims, damages, losses and costs (including reasonable attorneys' fees and costs) arising directly or indirectly from or in connection with Client's use of, or the reliance of Client or any third party on the data or other information developed (whether in whole or in part) by, McClure's software or services.

Client may distribute reports generated by McClure in connection with McClure's services under this Agreement to third parties subject to the indemnification provision set forth above, and provided that said third party agrees in writing to be bound by the confidentiality and ownership of documents provisions of this Agreement.

All drawings, specifications, technical data, and other information disclosed to McClure by Client (the "Client Confidential Information") used by McClure in connection with the Services are, and will remain, the property of Client and may not be copied or otherwise reproduced or used in any way, except in connection with the Services, or disclosed to third parties or used in any manner detrimental to the interests of Client.

The obligations of confidentiality set forth in this Section shall not apply to information that has been or from time to time is (i) developed by either party, as the case may be, independently of the other party and without reference to the Client Confidential Information or the McClure Confidential Information; (ii) rightfully obtained by either party, as the case may be, without restriction, from a third party who has the right to transfer or disclose it; or (iii) publicly available other than through the fault or negligence of either party.

The terms of this Section shall survive termination of this Agreement.

### **5. STANDARD OF CARE**

McClure represents that its services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, document, or otherwise.

# **McCLURE ENGINEERING**

## **6. LIMITATION OF LIABILITY**

McClure's liability, including but not limited to Client's claims of contributions and indemnification related to third party claims arising out of services rendered by McClure, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim shall be limited to the greater of (i) fifty thousand dollars (\$50,000) or (ii) payment received by McClure from Client for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, McClure shall not be liable for any special, indirect, consequential, lost profits, or punitive damages. The limitation of liability set forth herein is for any and all matters for which McClure may otherwise have liability arising out or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

## **7. ASSIGNMENT**

Neither this Agreement nor the benefits or obligations under this Agreement shall be sold, assigned or transferred by either party to any third parties including subsidiary or affiliated companies without the prior written approval of the other party, with such approval not to be unreasonably withheld by either. In the event the approval is given by either for assignment or transfer, such an approval shall not relieve either from any liability and/or responsibility under the Agreement.

## **8. TERMINATION/CANCELLATION**

Client and McClure will have the right to terminate this Agreement for their convenience by giving ten (10) days prior written notice. After termination, McClure will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to Client of detailed supporting invoices. The obligations of paragraphs 3, 4, and 6 remain in effect after termination.

## **9. DISPUTES**

McClure and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, McClure and Client agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless McClure and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

## **10. GOVERNING LAW**

The validity, performance, and construction of this Agreement, and the relationship between Client and McClure shall be governed and interpreted in accordance with the substantive laws of Missouri, United States of America, without regard to its choice of law rules. This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

## **McCLURE ENGINEERING**

### **11. MISCELLANEOUS**

In the event of any litigation or proceeding involving McClure and Client, the prevailing party shall be entitled to recover its reasonable legal fees, expert fees, and normal employee rates and associated costs from the non-prevailing party.

Failure by Client to object to any of the terms and conditions contained in this Agreement before the commencement of service by McClure will be deemed an acceptance of such terms and conditions.

If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement.

The parties to this Agreement understand and expressly agree that there are no direct or intended third-party beneficiaries to this Agreement. The parties further understand and expressly agree that nothing contained in this Agreement is intended to create nor shall create a contractual relationship with or cause of action in favor of a third party against McClure.

Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

**2020 Policy for Faculty Salaries**

The Faculty Compensation Committee has made several recommendations regarding salaries which are designed to make Truman's compensation policies more competitive. Utilizing data gathered via a national survey conducted by the Colleges and Universities Professional Association (CUPA), the committee recommended several steps which would move faculty salaries closer to national medians for bachelors and masters institutions.

All full-time faculty will be increased by \$400. For 2020 salaries of 103 individual faculty will be increased by up to \$1,800 to move salaries toward the CUPA median.

This increase will be effective for faculty on the payroll as of January 1, 2020.

Faculty on the payroll as of January 1, 2020 who are less than full-time will be increased by prorated amounts based on full-time equivalent status.

### 2020 Policy for Exempt Staff Salaries

Full-time exempt staff salaries for the 2020 calendar year will be increased as follows:

|                                    |          |
|------------------------------------|----------|
| Salaried up to \$29,999            | +\$1,144 |
| Salaried from \$30,000 to \$49,999 | +\$ 825  |
| Salaried from \$50,000 +           | +\$ 750  |

This increase will be effective January 1, 2020 for employees on the payroll as of that date.

Less than full-time exempt salaries for the 2020 calendar year will be increased by prorated amounts based on full-time equivalent status.

### 2020 Policy for Non-Exempt Staff

Full-time non-exempt staff base salaries for the 2020 calendar year will be increased as follows:

|                                |          |
|--------------------------------|----------|
| Hourly up to \$14.42/hour      | +0.55/hr |
| Hourly from \$14.43 to \$24.04 | +0.40/hr |
| Hourly from \$24.05+           | +0.36/hr |

Less than full-time hourly salaries for the 2020 calendar year will be increased by prorated amounts based on full-time equivalent status.

### Equity Adjustments:

The President of the University may grant adjustments in salaries to a limited number of faculty or staff members, when required for the purposes of equity and fairness. Such adjustments made by the President are to be reported to the Board at its next regular meeting.

### 2020 Policy for Hourly Personnel Wage Rates

The standard starting wage for employees in clerical, secretarial and similar office positions is to be as follows during the 2020 calendar year.

| Grade | Title                      | Hourly  |
|-------|----------------------------|---------|
| A     | Office Assistant 1         | \$10.75 |
| B     | Office Assistant 2         | \$11.00 |
| C     | Administrative Assistant 1 | \$12.48 |
| D     | Administrative Assistant 2 | \$14.10 |

Individuals above this scale who are non-exempt employees in their positions will receive an hourly wage rate as follows:

|   |            |
|---|------------|
| Current hourly wage rate below \$14.42      | +0.55/hour |
| Current hourly wage rate \$14.42 and higher | +0.40/hour |



## 2020 Policy for Unit I Wage Rates

The hourly wage rates for employees in Unit I are to be the following amounts during the 2020 calendar year.

### WAGE RATES FOR UNIT I

| <u>Wage Status</u> | <u>Controls Technician</u> | <u>Grounds Mechanic</u> |
|--------------------|----------------------------|-------------------------|
| Probationary       | \$18.00                    | \$12.80                 |
| Step 1             | \$18.90                    | \$13.20                 |
| Step 2             | \$19.90                    | \$13.70                 |
| Step 3             | \$21.00                    | \$14.30                 |

| <u>Wage Status</u> | <u>Mechanical Services</u> | <u>Building Trades</u> |
|--------------------|----------------------------|------------------------|
| Probationary       | \$13.44                    | \$13.04                |
| Step 1             | \$14.06                    | \$13.55                |
| Step 2             | \$14.94                    | \$14.33                |
| Step 3             | \$15.65                    | \$14.92                |

| <u>Wage Status</u> | <u>Groundskeeper</u> | <u>Mover/Laborer</u> | <u>Housekeeper</u> |
|--------------------|----------------------|----------------------|--------------------|
| Probationary       | \$10.34              | \$10.12              | \$ 9.94            |
| Step 1             | \$10.65              | \$10.43              | \$10.27            |
| Step 2             | \$11.26              | \$11.04              | \$10.87            |
| Step 3             | \$11.73              | \$11.55              | \$11.38            |

Probationary = Starting Pay

Step 1 = After 90 days Probationary Period

Step 2 = 1<sup>st</sup> year anniversary

Step 3 = 2<sup>nd</sup> year anniversary

Individuals on Step Schedule receive applicable increases on anniversary date.

Individuals above this scale who are non-exempt employees in their positions will receive an hourly wage rate increase as follows:

|   |            |
|---|------------|
| Current hourly wage rate below \$14.42      | +0.55/hour |
| Current hourly wage rate \$14.42 and higher | +0.40/hour |

### 2020 Policy for Off-Campus and Workshop Faculty Salaries

Instructors of off-campus courses and workshops are to be paid the following salaries during the 2020 Fiscal Year.

| <u>Status</u>                 | <u>Teaching Experience<br/>for the University</u> | <u>Salary for each Credit<br/>Hour of Instruction</u> |
|-------------------------------|---|---|
| University Faculty Member     | --  | \$ 925  |
| Non-University Faculty Member | Less than 5 years                                 | \$ 925  |
|                               | 5 years or more but<br>Less than 10 years         | \$ 975  |
|                               | 10 years or more                                  | \$1000  |

The 2020 calendar year rates require a minimum of 20 students, with the salary decreased by 1/20 for each student fewer than 20 for off-campus Professional Development classes.

University faculty teaching workshops are paid at the rate of \$925 per credit hour provided tuition and fees cover the faculty member's salary and benefit costs.