

BOARD OF TRUSTEES MEETING

July 15, 2021

EAST CENTRAL COLLEGE BOARD OF TRUSTEES MEETING AGENDA July 15, 2021 12 p.m.

BH238 or https://zoom.us/j/92040810870

		Action ¹	Discussion	Information
1.	CALL TO ORDER			
2.	PUBLIC COMMENT			X
3.	APPROVAL OF AGENDA (Consent Agenda: Agenda items of a routine nature will be marked with an asterisk [*] located immediately before the item. Unless a Board member requests an item be removed for discussion, the agenda will be approved upon a motion and a second of the Board and unanimously adopted and shall have the same validity as if each action were separately moved, seconded, and adopted. Any item removed upon request of a Board member will be taken up in its regular place on the agenda.)	4 Votes		
4.	*Approval of Minutes	4 Votes		
5.	Pedestrian Bridge			X
6.	ACCEPTANCE OF BIDS	4 Votes		
7.	ARCHITECTURAL/ENGINEERING SERVICES	4 Votes		
8.	PRE-AUTHORIZATION OF GRANT-FUNDED PURCHASES	4 Votes		
9.	*Personnel A. Retirement	4 Votes		
10.	ADJOURNMENT	4 Votes		

¹RSMo Section 178.830 states, in part: "...A majority of the Board constitutes a quorum for the transaction of business, but no contract shall be let, teacher employed or dismissed, or bill approved unless a majority of the whole Board votes therefor."

AGENDA ITEM 1: CALL TO ORDER

The regular meeting of the Board of Trustees will be called to order by Board President Ann Hartley.

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East Central College

AGENDA ITEM 2: PUBLIC COMMENT

The Board will hear comments from members of the public in attendance at the meeting who wish to speak.

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East Central College

AGENDA ITEM 3: APPROVAL OF AGENDA

Recommendation: To approve the agenda for the July 15, 2021, Board of Trustees

meeting.

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East Central College

Agenda Item 3: Approval of Agenda

Consent Agenda Items for July 15, 2021:

Approval of Minutes Personnel

Matters to be brought before the Board of Trustees at such meeting of which the President has been notified in accordance with the bylaws and upon which consideration and action may be taken by the Board are included in the agenda for the meeting. Any matters not on the agenda of a regular meeting may be considered unless objected to by any Board member present.

Such items of a routine nature placed on the agenda will be marked with an asterisk (*) located immediately before the item on the agenda. When Item 3, Consent Agenda, is reached at a meeting, the President of the Board will read all items so marked, and all items not requested to be removed shall, upon a single motion of any Board member, seconded by any other Board member, and unanimously adopted, be deemed to have been duly adopted with the same validity as if each action were separately moved, seconded, and duly adopted.

AGENDA ITEM 4: *APPROVAL OF MINUTES

Recommendation: To approve the minutes of the June 14, 2021, regular meeting of the

Board of Trustees.

Attachment

7/15/2021 Section 4, Page 1

East Central College

EAST CENTRAL COLLEGE BOARD OF TRUSTEES MEETING Monday, June 14, 2021

CALL TO ORDER: The regular meeting of the Board of Trustees was called to order at 5:30 p.m. by Board President Ann Hartley. Other Board members present for all or part of the meeting were Joseph Stroetker, Prudence Fink Johnson, Cookie Hays, Eric Park, and Audrey Freitag. Also present were College President Jon Bauer; Administrators – Vice President of Academic Affairs Robyn Walter, Vice President of External Relations Joel Doepker, Vice President of Administration and Finance DeAnna Cassat, and Vice President of Student Development Sarah Leassner; Faculty – Faculty Association President Reg Brigham, NEA President Aaron Bounds, Accounting/Business Instructor Tanner French, Biology Department Chairperson Parvadha Govindaswamy; Other Staff – Executive Director of Institutional Effectiveness Michelle Smith, Director of the Rolla Campus Christina Ayres, Communications & Marketing Director Gregg Jones, Human Resources Director Wendy Hartmann, Director of Information Technology Doug Houston, Director of Financial Services Annette Moore, Director of Institutional Research Bethany Lohden, Campus Life and Leadership Coordinator Carson Mowery, Campus Resource Officer Todd Schlitt, Testing Center Clerk Kalyn Meyer, Classified Staff Association Secretary Julie Beck, Professional Staff Association President Jenny Kuchem, and Executive Assistant to the President Bonnie Gardner.

RECOGNITION OF GUESTS: Elena Cruz of *The Missourian* was in attendance.

The meeting was held via Zoom due to the current COVID-19 pandemic and social distancing recommendations. The Zoom link was included on the published agenda.

PUBLIC COMMENT: There were no public comments.

APPROVAL OF AGENDA: Each item on the consent agenda shall be deemed to have been duly approved with the same validity as if each action were separately moved, seconded, and adopted.

Motion: To approve the agenda for the June 14, 2021, meeting of the Board of Trustees.

Motion by Eric Park; Seconded by Joseph Stroetker; Carried Unanimously

*APPROVAL OF MINUTES: The Board approved the minutes of the May 3, 2021, regular meeting and the May 6, 2021, special meeting of the Board of Trustees.

TREASURER'S REPORT AND FINANCIAL REPORT: Vice President Cassat presented the financial statements and mentioned the notable difference in accrued wages and benefits over last year's number was due to a difference in the timing of payroll dates. The bonds payable number is decreasing as those are paid down; discussion is occurring with the bond underwriter regarding the debt structure. In response to a question about the large increase in cash on hand, Vice President Cassat noted that much of that amount is reimbursement for lost revenue claimed through the Higher Education Emergency Relief Fund (HEERF). Approximately \$1.8 million of the increase in the federal grants and contracts line is also attributed to HEERF monies.

Motion: To **approve** the treasurer's report, the financial report, and the payment of bills subject to the annual audit.

Motion by Eric Park; Seconded by Prudence Johnson; Carried Unanimously

ACCEPTANCE OF BIDS: Dr. Bauer noted that recommended computer purchase is to replace machines that are at or have surpassed useful life.

To **approve** the purchase of 306 PCs and monitors from the state negotiated Dell purchasing contract at a cost of \$206,703 to be funded with technology fees.

Motion by Prudence Johnson; Seconded by Cookie Hays; Carried Unanimously

Dr. Bauer stated that one purpose of the HEERF monies is to ensure institutions can improve infrastructure for distance education. The fiber installation and Dell switches are a continuation of that work and will occur over the summer.

Motion: To **approve** the installation of fiber for the HS and DSSC buildings by Link Data

Services, Inc. at a cost of \$41,482.35 to be funded with federal Higher Education Emergency Relief Fund monies.

Motion by Prudence Johnson; Seconded by Eric Park; Carried Unanimously

Motion: To **approve** the purchase of 15 Dell switches for the HS and DSSC buildings from the state negotiated Dell purchasing contract at a cost of \$84,105 to be funded with

federal Higher Education Emergency Relief Fund monies.

Motion by Eric Park; Seconded by Joseph Stroetker; Carried Unanimously

Vice President Cassat noted the first recommended furniture purchase will be for classrooms and student spaces on the Union campus and will help optimize social distancing while providing for easier cleaning/disinfecting.

To **approve** the purchase of classroom and student gathering area furniture for the Union campus from KI through the Sourcewell Cooperative negotiated contract at a cost of \$313,300.50 to be funded with federal Higher Education Emergency Relief

Fund monies.

Motion by Joseph Stroetker; Seconded by Eric Park; Carried Unanimously

Vice President Cassat stated that the recommended HVAC project will replace 26 heat pumps to improve airflow quality, retrofit 48 existing units with UV lights, and automate and optimize airflow within the buildings using the Metasys system. Dr. Bauer indicated this is an allowable expense through HEERF and work will be done in late summer or early fall due to the contractor's backlog.

Motion: To **approve** improvements to the Union campus HVAC systems to improve indoor air quality and mitigate the transmission of viruses at a total cost of \$1,437,620 to be funded with federal Higher Education Emergency Relief Fund monies.

Motion by Cookie Hays; Seconded by Audrey Freitag; Carried Unanimously

The recommended door controls will provide a touchless means to enter the building and will improve accessibility. They will also enhance security by providing a means for the remote lockdown of buildings.

Motion: To approve the installation of ADA touchless entry and access door controls by TSI Global Companies, St. Charles, MO, at a cost of \$180,089.33 to be funded with

federal Higher Education Emergency Relief Fund monies.

Motion by Cookie Hays; Seconded by Eric Park; Carried Unanimously

Vice President Cassat noted the recommendation for furniture at the Rolla site is for purchase from the same vendor for the same reasons as the furniture for Union.

Motion:

To **approve** the purchase of classroom furniture for Rolla Main and Rolla North from KI through the Sourcewell Cooperative negotiated contract at a cost of \$81,144 to be funded with federal Higher Education Emergency Relief Fund monies.

Motion by Audrey Freitag; Seconded by Cookie Hays; Carried Unanimously

Dr. Bauer informed the Board that the original plans for renovating the baseball field included grass and an irrigation system. The two bids received were higher than expected and that led to investigating the cost of turf. Turf provides the advantage of not losing many days to rain and also provides a lower maintenance cost. The work is anticipated to be completed by early fall and will be funded 100% by the ECC Foundation. In response to questions from the Board, Dr. Bauer noted that annual maintenance costs for turf will be minimal, and the surface is projected to last for at least ten years. In addition, the college will not need to purchase a tarp. In terms of safety, there is no appreciable difference in the number of injuries when playing on turf as compared to grass.

Motion: To **approve** the installation of infield turf on the baseball field by Hill Country Baseball, LLC – DBA ATX Turf of Johnson City, TX, at a cost of \$213,700 to be funded by the East Central College Foundation.

Motion by Audrey Freitag; Seconded by Cookie Hays; Carried Unanimously

BUDGET AND STAFFING PLAN: Dr. Bauer emphasized that compensation is a strategic priority. It is increasingly challenging to hire and retain quality staff. Due to state withholdings, raises have not been provided for the last few years.

Revenue projections include a 6% growth in local revenue due to reassessment and construction activity, an increase in state aid, and a 5% enrollment increase. The salary line reflects an increase of 4% across the board, market adjustments for some professional and support staff as well as implementation of a four-year salary plan, and a flat \$2,500 increase for faculty with ten or more years of service. Travel is budgeted slightly higher than in FY21 but it is expected that travel will not increase until the last six months of the fiscal year. The budget reflects funding for all scholarships offered although not all will be awarded. The recommended \$19.8 million budget is balanced as presented. A few new positions are reflected in the staffing plan.

Motion: To **approve** the general operating budget and staffing plan for FY22 as attached. *Motion by Eric Park; Seconded by Prudence Johnson; Carried Unanimously*

COLLECTIVE BARGAINING AGREEMENT: The agreement has been unanimously ratified by the ECC-NEA members. Dr. Bauer indicated he appreciated the collaborative approach taken this year.

Motion: To **approve** the negotiated Collective Bargaining Agreement with the ECC-NEA regarding salary, benefits, and working conditions for the 2021-2022 fiscal year. *Motion by Audrey Freitag; Seconded by Cookie Hays; Carried Unanimously.*

PROFESSIONAL SERVICES: Dr. Bauer indicated he has been pleased with the service provided by the auditing firm and legal counsel. There is a small increase in legal services rates. KPM has been conducting the audit for many years and this is the first renewal option on the prior three-year contract.

Motion: To **approve** the renewal of professional service agreements for FY22 as follows:

Legal Services - Tueth, Keeney, Cooper, Mohan & Jackstadt, P.C., St. Louis, MO Audit Services - KPM, Springfield, MO

Motion by Prudence Johnson; Seconded by Eric Park; Carried Unanimously.

INSURANCE BROKER: It was recommended the current broker continue for FY22. The broker is assisting in the exploration of a consortium to help build a bigger user pool and even out the fluctuations in premium costs for insurance. It is hoped the consortium can be used for ancillary insurances first and move to include medical.

Motion: To **approve** the continuation of Marsh & McLennan Agency as the college's insurance benefits consultant for FY22 at an annual cost of \$30,000.

Motion by Joseph Stroetker; Seconded by Audrey Freitag; Carried Unanimously.

BOARD POLICIES & PROCEDURES: Dr. Bauer indicated there were no changes in the policy documents since they were presented in May; they are ready for final action.

Motion: To **approve** revisions to Chapter Two of Board Policy and Procedures as outlined in the attached document, and to **approve** Board Policy 4.45 Acceptable Use of Information Technology as outlined in the attached document.

Motion by Cookie Hays; Seconded by Audrey Freitag; Carried Unanimously.

RE-DISTRICTING PROCESS: The ECC taxing district is broken into three subdistricts that need to have a proportional population. The college is required to review population numbers after each census. If there has been a change that brings the subdistrict populations out of balance, boundaries must be adjusted accordingly. The last adjustment was 20 years ago. Dr. Bauer stated that the census data is expected to be available in September. Dr. Michelle Smith will take the lead in reviewing the data with staff. If a shift in boundaries is needed, the Board will need to appoint a citizen's committee to work with staff in identifying new boundaries. Boundaries need to be established by voting precincts if possible. Any change needs to be identified by the end of the year. The Board will then make a recommendation to the state Coordinating Board for Higher Education which has final approval. The boundaries affect where Board candidates must reside when running for election. Dr. Bauer asked the trustees to consider two or three individuals from each subdistrict for the committee.

FUTURE BOARD MEETINGS: The Board discussed when to return to in-person meetings. It was the consensus of the Board that the July 15 meeting be scheduled in the Board Room on campus with an option for participation and viewing via Zoom. Tables will be set up to provide social distancing and only necessary participants will be in the room. It was suggested those attending in person need to have received the COVID-19 vaccine.

COVID-19 UPDATE: Protocols have been modified so that fully vaccinated employees can meet in small groups and move within the buildings without masks. Masks are still required for classes. The summer musical will have a live audience seated in pods. Administrators will continue to monitor conditions and CDC guidance so further changes can be implemented as appropriate. A decision will be made in early July regarding protocols for fall semester classes.

PERSONNEL: The Board **approved** the appointments of Jonathan Elias as Nursing Instructor at the Rolla location effective August 16, 2021, with a nine-month salary of \$53,718, and Luke Firle as Art & Design Instructor effective August 16, 2021, with a nine-month salary of \$43,394. The Board also **approved** an addendum to the roster of adjunct faculty for the Summer 2021 semester as listed in the attached memorandum.

BOARD PRESIDENT'S REPORT: Board President Ann Hartley welcomed Sarah Leassner as the new Vice President, Student Development. Ms. Hartley complimented the recent Patrons event.

REPORTS:

- **A. FACULTY ASSOCIATION REPORT:** Faculty Association President Reg Brigham stated the Association had no report.
- **B.** ECC-NEA: ECC-NEA President Aaron Bounds thanked the administration for the work on the CBA and support of faculty.
- C. PROFESSIONAL STAFF ASSOCIATION REPORT: Professional Staff Association President Jenny Kuchem reported that Laura Deason served as "point person" for the Finish Your Investment project and reviewed hundreds of student records to identify 39 students who had graduated but never completed the graduation process. Melissa Willmore, advisor for RootED students achieved an 82.9% retention rate for these students, higher than the national average. Lisa Farrell is serving as the MOBIUS board president. Lorrie Baird has completed her master's degree in higher education. In addition, Ms. Baird and Stephanie Hebert have completed the diversity certificate from University of South Florida.
- **D.** CLASSIFIED STAFF ASSOCIATION REPORT: Classified Staff Association secretary Julie Beck reported that \$149 was raised for Union Food Pantry in May and \$100 was raised for the Franklin County Humane Society in June through Denim Days. Jessica Horn has completed her bachelor's degree. Officers were elected for FY22 as follows: Hannah Masek, President; Jenna Dulworth, Vice President; Bethany Herron, Treasurer; and Julie Beck, Secretary.

PRESIDENT'S REPORT: Dr. Bauer welcomed Sarah Leassner and noted that the leadership team is now fully staffed without any interim appointments.

The five graduation ceremonies, plus the AEL ceremony, went very smoothly and 2020 graduates were able to participate.

The water tower was removed the week after graduation. The project went smoothly and finished earlier than anticipated.

About 160 people attended the Patrons of the Arts Kickoff; it was a terrific event.

Bob Hansen, the last remaining charter trustee has passed away. He was elected in 1968 and served 28 years; the longest-serving trustee to date.

ADJOURNMENT:

Motion: To **adjourn** the June 14, 2021, public meeting of the Board of Trustees and enter into executive session per RSMo 2004, Section 610.21(2) Real Estate and (3)

Personnel at 7:12 p.m.

Motion by Joseph Stroetker; Seconded by Audrey Freitag

The following roll call vote was taken, and the motion carried.

YesA. HartleyYesP. JohnsonYesE. ParkYesJ. StroetkerYesC. HaysYesA. Freitag

President, Board of Trustees Secretary, Board of Trustees

AGENDA ITEM 5: PEDESTRIAN BRIDGE

A representative of Cochran Engineering will provide an overview of the options for replacement of the pedestrian bridge connecting Buescher Hall and Donald Shook Student Center. This is for information due to the timely nature of the project. No action is needed at this time.

7/15/2021 Section 5, Page 1

East Central College



June 22, 2021

Dr. Jon Bauer College President East Central College 1964 Prairie Dell Road Union, Missouri 63084

RE: Feasibility Study – Pedestrian Bridge

Dear Mr. Bauer:

This report contains the results of our investigations into the feasibility of replacing the existing pedestrian bridge that provides access from the third level of the Donald Shook Student Center (DSSC) to Buescher Hall. The report contains discussions regarding the condition of the existing bridge as well as recommendations and cost estimates for several different types of replacement concepts and structures.

The scope of this report is to provide you with enough information to make an informed decision regarding how you would like to proceed with this project. The cost estimates are not to be considered bid prices, but provide relative cost information to allow you to be informed of the relative costs of the options that are available to you.

We hope that this report is successful in providing the information that you desire. We remain available to clarify and further elaborate on any questions that you may have regarding any of these recommendations. Thank you for allowing us to be of service.

Sincerely,

B. Bradford Dungun, P.E.
B. Bradford Dunagan, P.E.

Missouri Registration E-22970

Fax: 636-584-0512



EAST CENTRAL COLLEGE PEDESTRIAN BRIDGE

FEASIBILITY STUDY - JUNE 2021

The purpose of this study is to determine the options that are available for the remediation or replacement of the existing bridge that provides a connection between the third floor of the

Donald Shook Student Center (DSSC) and the main floor of Buescher Hall. This study will investigate alternatives such as repair of the existing structure, removal and replacement with a similar structure and other structure types. Another possibility is not to replace the bridge, but to create an accessible pathway between the buildings. Descriptions, conceptual designs and cost estimates will be developed for some of these alternatives.



EXISTING STRUCTURE

The concrete bridge deck of this bridge is badly deteriorated and pieces of concrete are falling from the bottom of the slab. In places where the epoxy membrane is broken, the concrete in the bridge deck can be seen to be disintegrating.

The deterioration of the concrete bridge deck is caused by the past applications of de-icing salts and chemicals. Even though the concrete deck was covered with an epoxy membrane several years ago, the chemicals were already in the concrete and continued to cause further deterioration and corrosion.



A partial repair of the bridge deck is not considered to be feasible because of the presence of these chemicals in the concrete. Even if it were possible to remove and replace the worst parts of the deck and leave the parts that appeared to be okay, the presence of chemicals in those remaining parts will cause continued deterioration and those areas will soon need to also be replaced.

A full deck replacement is not considered to be

8 East Main Street Wentzville, MO 63385 Phone: 636-332-4574 Fax: 636-327-0760

eet 737 Rudder Road 63385 Fenton, MO 63026 2-4574 Phone: 314-842-4033 760 Fax: 314-842-5957 July 15, 2021 530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512

ive 534 Maple Valley Drive Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811 2804 N. Biagio Street Ozark, MO 65721 Phone: 417-595-4109 Fax: 417-595-4109

gio Street 905 Executive Drive 0 65721 Osage Beach, MO 65065 -595-4108 Phone: 573-525-0298 595-4109 Fax: 573-525-0298 Section 5, Page 3



feasible either. The existing deck is poured monolithic and integral with the main beams. It is possible, even probable, that the deicing chemicals have migrated through the slab into the tops of the beams. This immediately affects the structural capacity of the beams and brings into question the condition of the reinforcing steel in the beams. If the chemicals have penetrated the top of the beams, continued deterioration will make these issues worse.

The monolithic and integral design implies that the concrete deck provides structural strength to the concrete beams. Trying to replace the concrete deck without replacing the beams would require, during removal of the concrete deck, preserving and maintaining the integrity of the reinforcing steel that ties the two members together. Then it would require that the new deck be reconnected to the existing beams to maintain that structural integrity.

For these reasons (the monolithic design and the unknown extent of corrosion and deterioration) we do not consider rehabilitation, repair or replacement of the existing bridge deck to be a feasible option. This leads to the next steps in the process, removal of the existing bridge and possible preservation and re-use of the substructure (footings, columns and column caps).

The bridge plans indicate that the column cap is poured monolithic with the beams and slab. This makes it difficult to try to replace the beams and slab without also replacing the column caps. For this reason, we are proposing that the column caps will need to be removed.

The plans for the bridge structure show that the columns, which are 4' diameter concrete columns, have 30-#11 vertical bars in each column. The footings are 6' x 15' and bear on limestone. These details appear to be structurally adequate for current design standards. However, the ties around the column reinforcement are only #3 bars at 12" o.c. This is not an adequate amount of shear reinforcement to meet current design standards.

There is a method of strengthening columns by wrapping them with a structural wrapping,

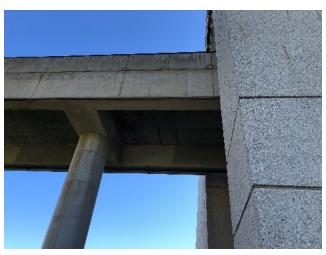
usually a carbon fiber, adhered to the concrete column. If the bridge can be demolished without damaging the columns, this would provide a possible solution to salvaging and re-using the substructure. The other requirement would be that the column caps would have to be removed in a manner that would preserve the column steel that extends into the cap.





The southeast end of the existing bridge is up against the Donald Shook Student Center. This will require that the Student Center be protected during demolition of the bridge. Some contractors may view the requirement to preserve the existing columns to be more difficult, depending on their selected method of demolition. In our cost estimating, we used the same cost for demolition whether or not the columns were to be preserved. This means that the only cost savings is not having to reconstruct the columns and footings. This may or may not offset the cost of strengthening the columns.

BRIDGE REPLACEMENT OPTIONS



be practical to support his type of cantilever. Steel beams could be sized to provide adequate support, but would be flexible, bouncy and not feel stable. The existing cast-in-place concrete beam system is a good solution for this type of structure. A steel truss bridge is another type of superstructure that could be considered in this situation.

The existing bridge is somewhat unique in that it abuts the Shook Student Center with a cantilever span from the nearest supporting column, about 20' away from the building. It is not practical to place the column closer to the building because of the proximity of the doors and sidewalks.

This type of cantilever span is not able to be supported by many types of superstructure support systems. For example, prestressedprecast concrete beams would definitely not





NEW BRIDGE SIMILAR TO EXISTING BRIDGE

Replacing the existing bridge with a new bridge that looks the same is perhaps the easiest option to envision. Most of the design features of the existing bridge are still suitable for today's design codes and could be replicated to produce a structure that looks just like the existing bridge. The design features that need to be improved would be internal and would not affect the outward appearance. This design could be enhanced, either by partially enclosing or fully enclosing the walkway. Enclosing the walkway would not only make the walkway more accessible during inclement weather, but would also have the added benefit of protecting the structure and extending the life of the structure.

As discussed earlier, it is not recommended that any of the superstructure above the top of the columns be salvaged or re-used. Re-use of the columns would require that they be strengthened. The cost savings might not be worth the benefit of having an entirely new structure. With an entirely new structure, there would be ____ much more confidence in





NEW STEEL TRUSS BRIDGE

Steel truss bridges are commonly used for pedestrian bridges and would be applicable to this situation. There are several different types and configurations. The steel trusses are much deeper (taller) than normal steel beams. This makes them more stiff and able to support this type of cantilever without feeling flexible. The steel truss bridge also can be enclosed.

Connector® Truss

The Connector is one of the most familiar truss designs for both pedestrian and vehicular bridges. The standard Connector designs reach over a 200-foot clear span range for pedestrian and a 150-foot clear span range for vehicular. The Connector style truss features a parallel top and bottom chord and is available in both flat designs or cambered up to 1% of the span length.



Connector® Pedestrian Truss



Connector® Vehicular Truss





ACCESSIBLE RAMPS, SIDEWALKS AND STEPS

Another alternative that was investigated is the construction of sidewalks, steps and ramps to provide access from the 1st level of the Donald Shook Student Center to the main level of the Buescher Hall. Because of the elevation difference, this would require over 400' of ramps and landings to provide accessibility. A direct path with steps would also need to be provided to reduce "shortcutting" across the grass and landscaping areas.

This option does not provide comparable accessibility, especially for traveling from the 3rd floor of DSSC. However, when comparing the open, un-covered alternatives, it provides a less expensive alternative. It becomes more expensive than the other options to cover and enclose because of the larger areas.

The option of sidewalk layout that is depicted in the Appendix is only one possible layout of many possible layouts. This layout depicts the least amount of sidewalk that would still meet ADA requirements for grades, landings and rises. Additionally, this layout does not require the use of retaining walls. Other layouts could incorporate curvature, retaining walls, landscaping and other features. Other layouts could also extend further north instead of the location shown.

WEATHERIZING

The partial enclosures over the bridges are suggested as a way to keep snow and ice from accumulating on the bridge deck. This should eliminate the need to use de-icing chemicals on the bridge deck. This should add to the life expectancy of the bridge structure substantially.

It would be possible to fully enclose and weatherize any of the bridge or sidewalk options. Weatherizing the enclosures on the bridge would require some type of weather seal at the end of the bridge against the DSSC. It probably would still be open space between the end of the bridge and Buescher Hall.

The enclosures would require a lot of heating, ventilation and cooling to keep the temperatures bearable during all seasons, and even then, the temperatures might not be much better than the partially enclosed structures would provide. It is not expected that the full enclosure would appreciably extend the life of the structure beyond that of the partial enclosure.

The sidewalks could also be enclosed and weatherized. However, this cost becomes much higher because of the need to place deeper foundations for frost protection under the enclosed areas.



COSTS

Estimates of Costs have been prepared for the bridge and sidewalk options. These cost estimates are included in the appendix to this report. The cost estimates present the open bridge alternatives as the base price, with the additional cost of partially enclosing the structures listed as an alternate to the base cost.

The additional cost to fully enclose and weatherize the bridge structures has not been itemized. There are many options, aesthetic features and comfort features that can be incorporated into these types of structures that greatly affect the cost. A simple, minimalistic weatherized enclosure could be added to the structure for around \$200,000 - \$250,000. Additional features for aesthetics and comfort could extend that cost as much as \$500,000.

CONCLUSIONS AND RECOMMENDATIONS

The cost estimates indicate that the costs for the steel bridge and the concrete bridge are very close. If it is decided that the open bridge concept is the desired option, the choice of concrete or steel can be made as much on personal preferences as on cost.

The additional loadings created by adding a roof to the structure seem to add more cost to the steel bridge than to the concrete bridge. The partially enclosed steel bridge is going to end up costing more than the partially enclosed concrete bridge. This cost differential also carries through into the fully enclosed and air conditioned structures.

If it is preferred not to make a design choice at this stage in the project, the project can move forward with preliminary preparation of alternate designs being part of the scope of work. Alternate designs can even be carried trough to the bidding phase to compare bid costs if desired, but this does require addition design work.

We hope that this study provides adequate information for the College to proceed with this project. If additional information is required, please advise.

Sincerely,

B. Bradford Dunagan, P.E.

Cochran



APPENDICIES

1. East Central College Map

9. Summary of Estimated Costs

2.	Topographic Survey	TS-1
3.	Conceptual Sidewalk Layout	FS-1
4.	Concrete Pedestrian Bridge Exhibit	B-1
5.	Steel Truss Bridge Information from Contech	
6.	Cost Estimate for Concrete Bridge Replacement	
7.	Cost Estimate for Steel Truss Bridge Replacement	
8.	Cost Estimate for Sidewalks and Steps	



SKYWALKS

- **Enclosed** systems provide safety temperature control
- architectural Custom features accommodated match surrounding environments
- Prefabricated structures install quickly with less on-site equipment and less waste
- Durable products manufactured and installed to the industry's highest specifications
- Clear spans from 5'-0" to 250'-0"
- Total site solutions provided with extensive technical support



Parking facilities - Gateway® style structures can include controlled climates and interior lighting in walkways between buildings and parking garages



Highway overpasses – pedestrian truss skywalks span busy multiple lane roadways



Schools – enclosed bridges ensure safety for students crossing a road between class buildings



Hospitals – aesthetic overpasses connect buildings for patients and staff



Airports – truss structures provide connections between erminals for travelers

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Contech® prefabricated truss bridges are durable and aesthetic solutions. Prefabricated manufacturing means fast installation and substantial cost-savings. Contech truss bridges are typically erected and installed in one to three days, without the need for field welding. Contech truss bridges feature efficient bridge design and construction that is customized and manufactured to your specifications.

SOLUTIO	ON DEVELOPMENT	DESIGN SUPPORT		INSTALLATION
Product [Design Worksheet •	Specifications	•	Preconstruction Meeting
• Structure	Selection	Contract Drawings	•	On-Site Installation Assistance
Siting & I	Layout	Permitting Assistance	•	Logistics Coordination
 Design Y 	our Own Bridge (DYOB®) •	Structural/Fabrication Drawings		
Engineer	- Estimates •	Approval Assistance		
Site Simu	ulation	Custom Solutions		
 Proposal 	Preparation	Horizontal/Vertical Alignment		
Design B	Build Support •	Foundation Support		







Steadfast Vehicular Steel Truss Bridges

Steadfast Bridges® are known for its safe, durable, affordable and aesthetic solutions. Steadfast truss structures are suitable for residential and commercial developments, Department of Transportation, municipal roads, parks and trails, as well as industrial and mining facilities.

Steadfast Bridges Offers:

- Clear spans to 200 feet
- Bolted or welded construction
- Weather, painted, or galvanized finishes
- 35 year galvanized warranty
- Aesthetic solutions
- Quick and straightforward installation with onsite support
- Improved hydraulics
- A variety of rail, deck, and finish options
- Extensive technical support
- Manufacturing with AISC major bridge certification
- Fracture critical and sophisticated paint coating endorsements



Continental Pedestrian Steel Truss Bridges

Since 1972, Continental® has been North America's premier brand for pedestrian steel truss bridges. With more than 14,000 installations worldwide, Continental truss bridges are ideal for parks and trails, golf courses, skywalks, environmentally sensitive areas and developments.

Continental Bridge Offers:

- Clear spans to 250 feet and more. Spans greater than 250 feet with custom design
- Pedestrian crossings over highways, railroad tracks, rivers and
- Pre-fabrication allows for rapid installation
- Aesthetic solutions
- A variety of rail, deck, and finish options
- Extensive technical support
- Manufacturing with AISC Major/Intermediate bridge certification
- Fracture critical and sophisticated paint coating endorsements







Continental Thrust Arch Las Vegas, NV





Pre-Engineered AASHTO Pedestrian Bridges

The EXPRESS® Truss bridge is a pre-engineered pedestrian steel truss bridge designed for owners, engineers and contractors who know "time is money." This standardized truss system provides stamped drawings within one week after receipt of order and a bridge ready for shipment in less than eight weeks, significantly reducing construction time. The speed, quality and value of EXPRESS® bridges will ensure you receive the industry's best customer experience.

EXPRESS Truss Bridges Offer:

- Stamped drawings within 1 week after receipt of order
- Bridge ready for shipment within 6 8 weeks of approved drawings
- Quick and straightforward installation
- Designed in accordance with AASHTO
- IBC design is also available

REBUILDING OUR INFRASTRUCTURE

Municipalities & Counties

Time-sensitive projects and emergency bridge replacements often lead municipalities to a Steadfast vehicular or EXPRESS pedestrian truss structure. The clear span structures can improve hydraulics and minimize road and trail closure time with a quick installation, while fitting within a budget. Structures are typically installed in 1-3 days and require minimal maintenance.



Steadfast Capstone®

Rodanthe, NC



Continental Keystone®

Raleigh, NC



Continental Gateway®



Continental Capstone®

Beavercreek, OH

HELPING TO KEEP AMERICA WORKING

Energy, Mining & Industrial

Continental steel truss structures have been utilized for pipe support, conveyor support and other elevated crossings. Steadfast vehicular structures, which meet AASHTO loading criteria, will accommodate large construction vehicles and equipment for the transport of heavy materials. The strength and durability of these systems allow for a wide range of unique solutions.



Continental Connector®

Morris, IL



Steadfast Link®

Baker, WV



Continental Connector® Stephens Point, WI



Steadfast Capstone®

Haworth, NJ

Continental Custom Connector® Flight 93 Memorial – Shanksville, PA

ENJOYING LIFF & LFISURF

Park, Resorts, Trails, Golf Courses & MORE

Resorts, tourist attractions and signature golf courses all over the country have turned to Contech pedestrian and vehicular truss structures with a wide variety of styles, rail, deck and finishing options available. Contech was fortunate to have participated in providing the 800' long multi-span, Connector-style, Continental truss bridge at the site of the Flight 93 National Memorial in Shanksville, PA. The pedestrian bridge allows visitors dry passage over the wetlands area.



Continental Custom

Natchez, MS



Continental Connector®



Moab, UT



Continental Custom Gateway® Des Moines, IA



Continental Gateway®

Dedham, MA

PROVIDING COMMUNITY SOLUTIONS

Residential & Commercial

Continental pedestrian and Steadfast vehicular truss structures have been selected by developers throughout the U.S. to provide practical, yet aesthetic structures in residential developments, hospitals, schools and communities. These structures are available in an array of style and finish options to provide a signature look as well as guarantee safe, reliable bridges for every day use.

Developers also look to Continental pedestrian and Steadfast vehicular truss solutions for busy commercial sites. Often times, these bridges are main entrances or centerpieces for business parks, shopping centers and local communities.



Continental Gateway®

Moline, IL



Steadfast Colonial

Harrison County, IN



Continental Custom Gateway®

[®] Warren, OH



Continental Cable-Stayed

Mishawaka, IN

Custom Designs & Signature Looks

Speciality truss bridges by Contech can be custom designed to specifically fit your project's needs. Our bridges have been successfully designed to replicate a particular bridge style or create a brand new signature look.

These custom options have included:

- Gangways onto floating docks, wildlife crossings, material handling and pipe support systems within buildings
- Bridges enclosed with stone, stucco, wood or other materials
- Multi-color paint systems and decorative lighting
- Cable-stayed bridges and skywalks
- Specialized railing, decking and finish options
- ADA accessible ramps
- Thrust arch, support towers and decorative towers



Continental Gateway®

Kissimmee, FL



Continental Gateway® Daytona Beach, FL



Continental Connector®



Dulles, VA

Rail Options



Cable



Mesh Panels



Safety Rail/Wood Rub Rail



Vertical Picket/Pipe Handrail

Deck Options



Wood



Steel Grate



Concrete



Asphalt*

Finish Options



Weathering Steel



Painted Steel



Galvanized Steel



Continental® Pedestrian Truss Styles*













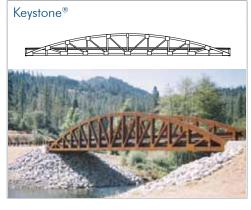
*Custom styling is available to make your project a reality (e.g. skywalks, cable-stayed bridges).

Steadfast Bridges® Vehicular Truss Styles















COMPLETE SITE SOLUTIONS

















STORMWATER SOLUTIONS

Helping to satisfy stormwater management requirements on land development projects

- Stormwater Treatment
- Detention/Infiltration
- Rainwater Harvesting
- Biofiltration/Bioretention

PIPE SOLUTIONS

Meeting project needs for durability, hydraulics, corrosion resistance, and stiffness

- Corrugated Metal Pipe (CMP)
- Steel Reinforced Polyethylene (SRPE)
- High Density Polyethylene (HDPE)
- Polyvinyl Chloride (PVC)

STRUCTURES SOLUTIONS

Providing innovative options and support for crossings, culverts, and bridges

- Plate, Precast & Truss bridges
- Hard Armor
- Retaining Walls
- Tunnel Liner Plate

Contech Engineered Solutions is the nation's leading provider of site solutions products and services for the Civil Engineering industry.

With more than 40 manufacturing facilities across the United States and around the world, Contech has the resources to support every site development need.

Visit us at www.ContechES.com or call Toll Free: 800-338-1122

For more information, call one of Contech's Regional Offices located in the following cities:

Corporate - Ohio (Cincinnati)	513-645-7000
California (Roseville)	800-548-4667
Colorado (Denver)	720-587-2700
Florida (Orlando)	321-348-3520
Maine (Scarborough)	207-885-9830
Maryland (Baltimore)	410-740-8490
Oregon (Portland)	503-258-3180
Texas (Dallas)	972-590-2000



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We print our brochures entirely on Forest Stewardship Council certified paper. FSC certification ensures that the paper in our brochures contain fiber from well-managed and responsibly harvested forests that meet strict environmental and socioeconomic standards. Printed with soy inks







July 15, 2021 Fruss Brochure Draft - 2/16 PDF Draft



EAST CENTRAL COLLEGEPedestrian Bridge



Donald Shook Student Center to Buescher Hall Match Existing Structure

June, 2021

15' walkway, 6" curb with handrails, 2-girder superstructure

	15' Walkway, 6' Curb with nandralis, 2-	giraor c	aporou aotar				
Bid No.	Description	Unit	Quantity	Unit Cost	Extended Cost		
	LANDSCAPING & PEDESTRIAN ITEMS						
1	Mobilization	LS	1	\$70,000.00	\$70,000		
2	Silt Fence	LF	400	\$5.00	\$2,000		
3	Construction Signs	SF	150	\$13.33	\$2,000		
4	Sidewalk (repair by lower column)	SF	100	\$20.00	\$2,000		
5	Construction Fencing	LF	800	\$10.00	\$8,000		
6	Sodding	SF	833	\$12.00	\$10,000		
	BRIDGE ITEMS						
7	Class 1 Excavation	CY	60	\$50.00	\$3,000		
8	Class 1 Excavation in Rock	CY	20	\$200.00	\$4,000		
9	Removal of Bridges	EA	1	\$100,000.00	\$100,000		
10	Drainage System on Structure	LS	1	\$20,000.00	\$20,000		
11	Class B Concrete (Footings)	CY	35	\$500.00	\$18,000		
12	Class B1 Concrete (Columns & Superstructure)	CY	210	\$2,000.00	\$420,000		
13	Pedestrian Handrail	LF	396	\$50.00	\$20,000		
14	Reinforcing Steel (Grade 60)	LB	42,000	\$2.00	\$84,000		
15	Epoxy Sealer on Deck	SF	2850	\$10.00	\$29,000		
16	Lighting and Electric service	LS	1	\$40,000	\$40,000		
17	Utility Relocations (Electric Services)	LS	1	\$50,000	\$50,000		
			Continge	encies (10%) =	\$89,000		
				Engineering =	\$221,000		
	TOTAL FOR	PRO	JECT CO	NSTRUCTION	\$1,192,000		
	ALTERNATE #1 FOR PARTIALLY ENCLOSED COV	/ER					
18	Roof Structure	SF	3,230	\$75.00	\$243,000		
19	Sidewall Framing and Glass (no doors)	SF	1,520	\$125.00	\$190,000		
20	Drainage System on Structure (NOT NEEDED)	LS	-1	\$20,000.00	-\$20,000		
Design & Construction Engineering =					\$94,000		
TOTAL FOR PARTIALLY ENCLOSED STRUCTURE					\$1,699,000		



EAST CENTRAL COLLEGE Pedestrian Bridge



Donald Shook Student Center to Buescher Hall Steel Truss Bridge

June, 2021

14' walkway, steel truss superstructure

Bid	14 waikway, steel truss sup				Extended	
No.	Description	Unit	Quantity	Unit Cost	Cost	
	LANDSCAPING & PEDESTRIAN ITEMS					
1	Mobilization	LS	1	\$90,000.00	\$90,000	
2	Silt Fence	LF	400	\$5.00	\$2,000	
3	Construction Signs	SF	150	\$13.33	\$2,000	
4	Sidewalk (repair by lower column)	SF	100	\$20.00	\$2,000	
5	Construction Fencing	LF	800	\$10.00	\$8,000	
6	Sodding	SF	833	\$12.00	\$10,000	
	BRIDGE ITEMS					
7	Class 1 Excavation	CY	60	\$50.00	\$3,000	
8	Class 1 Excavation in Rock	CY	20	\$200.00	\$4,000	
9	Removal of Bridges	EA	1	\$100,000.00	\$100,000	
10	Drainage System on Structure	LS			\$0	
11	Class B Concrete (Footings)	CY	35	\$500.00	\$17,500	
12	Class B1 Concrete (Column & Caps)	CY	55	\$1,200.00	\$66,000	
13	Class B1 Concrete (Bridge Deck)	CY	50	\$1,500.00	\$75,000	
14	Furnishing Prefabricated Truss Bridge	LF	155	\$2,000.00	\$310,000	
15	Erecting Prefabricated Truss Bridge	LS	1	\$50,000.00	\$50,000	
16	Reinforcing Steel (Grade 60)	LB	18,000	\$2.00	\$36,000	
17	Epoxy Sealer on Deck	SF	2850	\$10.00	\$28,500	
18	Lighting and Electric service	LS	1	\$40,000	\$40,000	
19	Utility Relocations (Electric Services)	LS	1	\$50,000	\$50,000	
				encies (10%) =	\$90,000 \$224,000	
Design & Construction Engineering =						
TOTAL FOR PROJECT CONSTRUCTION					\$1,208,000	
	ALTERNATE #1 FOR PARTIALLY ENCLOSED COV	_				
20	Roof Cover (added to truss & erected)	LF	190	\$1,000.00	\$190,000	
21	Sidewall Framing and Glass	SF	1,520	\$125.00	\$190,000	
Design & Construction Engineering =				\$87,000		
TOTAL FOR PARTIALLY ENCLOSED STRUCTURE					\$1,675,000	

EAST CENTRAL COLLEGE

Accessible Sidewalk Path



Donald Shook Student Center to Buescher Hall (CHRAN Sidewalk - Accessible Route



June, 2021

Sidewalk on grade from lower level to upper level - 8.33% Max. grade - Handicap Accessible

	Sidewalk on grade from lower level to upper level - 8.33% Max. grade - Handicap Accessible					
Bid No.	Description	Unit	Quantity	Unit Cost	Extended Cost	
	LANDSCAPING & PEDESTRIAN ITEMS					
1	Mobilization	LS	1	\$40,000	\$40,000	
2	Removal of Improvements	LS	1	\$10,000	\$10,000	
3	Unclassified Excavation	CY	500	\$10	\$5,000	
4	Embankment in Place	CY	2,500	\$20	\$50,000	
5	Concrete Sidewalks (Ramps and Landings)	SF	3,900	\$10	\$39,000	
6	Concrete Steps	EA	50	\$400	\$20,000	
7	Pedestrian Handrail	LF	640	\$80	\$51,200	
8	Park Benches	EA	4	\$1,000	\$4,000	
9	Removal of Bridges (including west abutment)	EA	1	\$100,000	\$100,000	
10	Sodding	SF	2,833	\$12	\$34,000	
11	Silt Fence	LF	400	\$5	\$2,000	
12	Landscaping	LS	1	\$40,000	\$40,000	
13	Lighting and Electric service	LS	1	\$20,000	\$20,000	
14	Construction Signs	SF	150	\$12	\$1,800	
15	Construction Fence	LF	800	\$10	\$8,000	
16	Utility Relocations (Electric Services)	LS	1	\$75,000	\$75,000	
				encies (10%) =	\$50,000	
				Engineering =	\$97,000	
	TOTAL FOR	PRO	JECT CO	NSTRUCTION	\$647,000	
ALTERNATE #1 FOR PARTIALLY ENCLOSED SIDEWALK						
17	Enclosure (Cover and sides with openings)	LF	500	\$500	\$250,000	
				Engineering =		
	\$44,000					
TOTAL FOR PARTIALLY ENCLOSED SIDEWALKS					\$941,000	
	ALTERNATE #2 FOR FULLY ENCLOSED SIDEWALK WITH CLIMATE CONTROL					
	Enclosure	LF	500	\$1,000	\$500,000	
19	HVAC & Lighting Systems (including electrical svc.)	LS	1	\$200,000	\$200,000	
20	Foundations (Frost protected)	<u> </u> LF	1000	\$200	\$200,000	
	Decima 0 Construction Fusion onin - #450.00					
Design & Construction Engineering = TOTAL FOR FULLY ENCLOSED AND CONDITIONED SIDEWALKS				\$158,000 \$1,999,000		
	TOTAL FOR FOLL I ENGLOSED AND CONDITIONED SIDEWALKS \$1,999					



June, 2021

Pedestrian Bridge

Donald Shook Student Center (3rd Level) to Buescher Hall

Match Existing Structure

15' walkway, 6" curb with handrails, 2-girder superstructure

DUPLICATE OF EXISTING CONCRETE BRIDGE \$1,200,000

CONCRETE BRIDGE WITH PARTIAL ENCLOSURE \$1,700,000

CONCRETE BRIDGE WITH WEATHERIZED ENCLOSURE \$1,950,000

Steel Truss Bridge on Existing Columns

14' Walkway Continental Connector Steel Truss - Painted

OPEN TRUSS BRIDGE \$1,210,000

TRUSS BRIDGE WITH PARTIAL ENCLOSURE \$1,680,000

TRUSS BRIDGE WITH WEATHERIZED ENCLOSURE \$1,930,000

Ramps and Steps

Donald Shook Student Center (1st Level) to Buescher Hall

Accessible Sidewalk Path (Ramps and Landings) and Steps

5' Walkway with Handrails on Ramps and Steps meeting ADA

OPEN SIDEWALKS, RAMPS AND STEPS \$650,000

SW, RAMPS AND STEPS WITH PARTIAL ENCLOSURE \$1,000,000

FULLY ENCLOSED AND WEATHERIZED \$2,120,000

AGENDA ITEM 6: ACCEPTANCE OF BID

Recommendation: To approve the purchase of a baseball scoreboard from Daktronics, Inc.

at a cost of \$23,920 and the installation of the scoreboard from Ziglin Signs at a cost of \$11,500, with the total \$35,420 cost to be funded

through the ECC Foundation.

Attachment

7/15/2021 Section 6, Page 1

East Central College

1964 Prairie Dell Road, Union, Missouri 63084 (636) 583-5195, Ext. 6502 FAX (636) 583-6601



<u>Memo</u>

To: Dr. Jon Bauer, President

From: Dr. Jay Mehrhoff, Athletic Director

CC: DeAnna Cassat, VP Finance & Administration

Bridgette Kelch, Foundation Director

RE: Baseball Scoreboard

The college went out to bid on June 9, 2021 for the Baseball Scoreboard. The proposal submissions are listed below:

Supplier Name	Location	Proposal Amount
BSN Sports, LLC (Includes Installation)	Dallas, TX	\$55,000
Daktronics, Inc	Earth City, MO	\$23,920
Installation		\$16,433
TOTAL		\$40,353

The committee is recommending Daktronics, Inc base bid of \$23,920.00, without installation.

The committee also recommends the board approve Ziglin Signs for installation of the scoreboard for \$11,500, which also includes the sponsorship signage. Daktronics proposal includes the pricing for the front three sponsorship signs as well. The combined total of the scoreboard project is \$35,420.00.

The project will be funded out of the Foundation's baseball campaign funds.

AGENDA ITEM 7: ARCHITECTURAL/ENGINEERING SERVICES

Recommendation: To approve a contract with Washington Engineering & Architecture for the

professional design services required for the renovation of the former HVAC lab (HH270) at a cost of 7% of the construction costs plus hourly service

rates as specified in the contract.

Attachment



AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

Design Professional Firm

Washington Engineering & Architecture, Inc. 1301 West Fifth Street Washington, MO 63090 A/E Project Number

3781

Client

East Central College 1964 Prairie Dell Road Union, MO, 63084 Project Name / Location
East Central College
Hansen Hall Room 270 Renovation
Union, MO 63084

The Client (ECC) and Design Professional Firm (WEA or Firm) agree as set forth below. The term Firm is defined to mean Washington Engineering & Architecture, Inc. and its sub-consultants if any.

PROJECT DESCRIPTION

ECC will renovate Hansen Hall Room 270 to support the newly formed Center for Career Advancement and Student Wellness. The renovation work will include reorganization of the space and structural, mechanical, electrical, and plumbing work as required to support operations. WEA will provide the necessary architecture and engineering services.

PROFESSIONAL SERVICES

WEA will provide Basic Services and Additional Services. Basic Services are described below, and compensation is the stipulated amount agreed to herein. Additional Services are services that ECC may request of WEA following execution of this agreement. WEA will be compensated for Additional Services on an hourly basis with appropriate adjustments WEA's schedule.

BASIC SERVICES

Work Category 1: CONSTRUCTION DOCUMENTS

WEA will discuss project requirements with ECC. ECC will supply drawings of the existing facility and WEA will visit the facility to verify existing conditions. Based on the agreed to scope of work, WEA will prepare contract documents for bidding and construction. The contract documents will define the work needed to carry out architectural, structural, and building system improvements.

Exclusions

The scope of work does not include the following:

- Obtaining building / fire permits.
- Interior furniture and equipment.
- Investigation of safety or environmental requirements of OSHA or college accreditation agencies.

Schedule

• The time frame for completing the construction documents will be determined based on the scope of work and the time required for ECC's internal reviews and approvals.

Work Category 2: BID ADMINISTRATION

WEA will issue the construction documents to the ECC. ECC will issue the construction documents, solicit bids and conduct the bid opening. If requested, WEA will provide Additional Services on an hourly basis. The following items are examples of Additional Services that ECC may request of WEA.

- 1. Assist ECC in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
- 2. Interpret the documents and respond in writing to bidder's requests for information (RFI's); and
- 3. Attend the bid opening.
- 4. Interview the two apparent low bidders,
- 5. Review the bids and make recommendations,
- 6. Assist the Client with preparing the Construction Contract.

Work Category 3: CONSTRUCTION ADMINISTRATION

Construction phase services begin when the construction team is selected and terminates at the earlier of final payment to the Contractor or 30 days after the date of Substantial Completion of the Work. If requested, WEA will provide Additional Services on an hourly basis. The following items are examples of Additional Services that ECC may request of WEA. Other services are available as described under Additional Services.

- 1. Prepare for and attend project meetings, take meeting minutes, prepare and distribute meeting summaries and action lists;
- 2. Advise and consult with the Client;
- 3. Consult with the Contractor and interpret construction documents;
- 4. Review product data and shop drawings of building components and systems;
- 5. Assist Contractor in preparation of Change Orders and Construction Change Directives;
- 6. Prepare a Punch List at completion of construction;
- 7. Review product submittals;
- 8. Review contractor's request for payment and collect lien waivers;
- 9. Visit the site at intervals appropriate to the stage of construction and determine in general if the construction is being performed in accordance with the construction documents;
- 10. Prepare as-built record drawings.

WEA has no responsibility for the means and methods of construction nor for matters related to health or jobsite safety.

ADDITIONAL SERVICES

Upon recognizing the need to perform the following Additional Services, WEA shall notify the ECC with reasonable promptness and explain the facts and circumstances giving rise to the need. WEA shall not proceed to provide the following services until WEA receives the ECC's authorization. Following are a few examples of additional services that may be needed.

- 1. Services during construction due to concealed or hidden conditions;
- 2. Services necessitated by failure of performance on the part of the Contractors;
- 3. Consultation concerning replacement of Work resulting from fire or other cause during construction;
- 4. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where WEA is party thereto;
- 5. Providing opinion of probable construction cost;
- 6. Evaluation of the qualifications of bidders or persons providing proposals;
- 7. Providing any other services not otherwise included in this Agreement.

COMPENSATION

Compensation will be as summarized below, plus reimbursable expenses. Invoicing will be done monthly at a rate consistent with project completion.

Basic Services

Work Category 1: Construction Documents 7% of the cost of construction

Addition Services

Work Category 2: Bid Administration Hourly Services Rates Work Category 3: Construction Administration Hourly Services Rates

Hourly Service Rates

Principal 130 \$/Hr. Ron Unnerstall, P.E., Gary Terschluse, P.E.

Technical I 85 \$/Hr. Jason Linkinhoker, Katya Klak

Technical II 70 \$/Hr. Lisa Buhr

Definition

Construction Cost is the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Firm. Construction Cost includes the cost at current market rates of labor and material furnished by the Owner and equipment designed, specified, selected, or specially provided for by the Firm, plus a reasonable allowance for the Contractor's overhead and profit. Construction cost does not include the compensation of the Firm and Firm's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in the Agreement.

ACCEPTANCE OF SERVICES

<i>Initialed</i> : Accepted	Declined	Date:	

LIMITATION OF LIABILITY ACCEPTANCE

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the available limits of the Firm's professional liability insurance. Such causes include, but are not limited to, the Firm's proven negligence, errors, omissions, strict liability, breach of contract or breach of warranty. It is agreed that the Firm's errors and omissions do not constitute a breach of contract.

	Initialed: Accepted	Declined _	Date:
	Accepted by:		Offered by:
Signature			Gary Tesselluse President
Date			July 12, 2021
Printed Name			Gary Terschluse, P.E., S.E., Architect
Printed Title			President

TERMS AND CONDITIONS

Retainer/Billings/Payments

The Client agrees to pay the Firm for all services performed and all costs incurred. Prior to providing services, the Client shall deposit a retainer of \$ 0.00 with the Firm. Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable upon receipt. If any invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client suspend or terminate the performance of services. Final payment for construction documents is due upon receipt of final documents. The retainers shall be credited on the final invoice.

Reimbursable Expenses

Reimbursable expenses include expenses incurred by the Firm in the interest of the Client. These include but are not limited to telephone toll charges, mileage, postage, courier service, the cost of plotting drawings and reproducing construction documents.

Late Payments

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 30 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification

Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Firm regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the extent permitted by law, to indemnify and hold harmless the Firm, its officers, directors, employees and sub-consultants against all damages, liabilities costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the negligent acts of the Firm in the performance of professional services under this Agreement, to the extent that the Firm is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Firm and the Client.

Insurance

The Firm will maintain, at its own expense, the below listed insurance coverage with the specified limits and submit valid certificates to the Client.

- 1. Commercial General Liability Insurance, \$1,000,000 limit each occurrence, \$2,000,000 general aggregate, covering personal injury, bodily injury and property damage.
- 2. Automobile Liability Insurance, including hired and no-owned vehicles, \$2,000,000 limit, covering personal injury, bodily injury and property damage.
- 3. Workers' Compensation Insurance in accordance with state statues.
- 4. Professional Liability Insurance in the amount of \$1,000,000 per claim \$3,000,000 aggregate. An insurance policy will be held for the duration of this Agreement.

Standard of Care

The Client acknowledges that the Firm is not a guarantor or an insurer. In providing services under this Agreement, the Firm will endeavor to perform its services in a manner consistent with that degree of care and professional skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. The Firm shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Firm makes no warranty, express or implied, as to its professional services render under this Agreement.

Defects in Service

The Client shall promptly report to the Firm any defects or suspected defects in the Firm's services of which the Client becomes aware, so that the Firm may take measures to minimize the consequences of such defect. The Client further agrees to impose a similar notification requirement on all contractors in its Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the client and the Client's contractors or subcontractors to notify the consultant shall relive the Firm of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects where first discovered.

Client Consultants

The Client shall coordinate the services of its own consultants with those services provided by the Firm. Upon the Firm's request, the Client shall furnish copies of the scope of services in the contracts between the Client and the Client's consultants.

Unauthorized Changes

In the event the Client, the Client's agents, contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Firm without obtaining the Firm's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Firm and to release the Firm from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Firm from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

Claims and Disputes

The Client and Firm shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 2 years after the date of Substantial Completion of the Work. The Client and Firm waive all claims and causes of action not commenced in accordance with this paragraph.

To the extent damages are covered by property insurance, the Client and Firm waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Client and Firm, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Client and Firm waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided for in herein under the paragraphs regarding Termination of Services.

Mediation

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

The Client and Firm shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation. Such mediation is non-binding and any settlement arising from the mediation must be agreed to by the parties in writing.

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

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in Franklin County, MO.

Termination or Suspension of Services

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

If the Client suspends the Project, the Firm shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Firm shall be compensated for expenses incurred in the interruption and resumption of the Firm's services. The Firm's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of the Firm, the Firm may terminate

this Agreement by giving not less than seven days' written notice.

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

The Client may terminate this Agreement upon not less than seven days' written notice to the Firm for the Client's convenience and without cause.

In the event of termination not the fault of the Firm, the Firm shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as herein.

Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Firm is not otherwise compensated, plus an amount for the Firm's anticipated profit on the values of the services not performed by the Firm.

The Client's rights to use the Firm's Instruments of Service in the event of a termination of this Agreement are set forth in the section titled Instruments of Service.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Firm. The Firm's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Firm because of this Agreement or the performance or nonperformance of services hereunder. The Client and Firm agree to require a similar provision in all contracts with contractors, subcontractors, and subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Hazardous Materials

The Firm and the Firm's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Record Documents

Record Documents show significant changes made during construction and are based upon the marked-up record drawings, addenda, change orders and other date furnished by the Contractor. Because these Record Documents are based on unverified information provided by other parties, which the Firm shall assume will be reliable, the Firm cannot and does not warrant their accuracy.

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End of Terms and Conditions

AGENDA ITEM 8: PRE-AUTHORIZATION OF GRANT FUNDED PURCHASES

Recommendation: To authorize in advance items to be purchased with state vocational

enhancement grant funds, state maintenance and repair funds, U.S.D.A. Rural Business Development grant funds, Higher Education Emergency Relief Funds, and other state or federal grant funds to facilitate purchases that need to be made prior to the October Board meeting.

Attachment

7/15/2021 Section 8, Page 1

East Central College

To: Dr. Jon Bauer, President

From: Joel Doepker, Vice President of External Relations

Date: July 12, 2021

Subject: Pre-Authorization: Grant Purchases

Request to pre-authorize grant funded purchases

This memorandum serves as a request for the East Central College Board of Trustees to authorize, in advance, purchases to be made with several grant and/or federal funding streams that include the state of Missouri's Vocational Enhancement grant program, USDA Rural Business Development grant program, the state of Missouri's Maintenance and Repair program, and the Higher Education Emergency Relief Funds (HEERF).

The ECC Board of Trustees are not scheduled to meet in the month of September. There could be a circumstance between the August and October board of trustee's meetings where select purchases will exceed the \$20,000 that requires Board approval. The pre-authorization request serves that purpose.

Approval of purchases exceeding \$20,000 in the timeframe between the two board meetings allows purchases to be made in a timely manner and provides the potential opportunity to use the items during a portion of the 2021 fall semester.

AGENDA ITEM 9: *PERSONNEL

Recommendation: To approve the retirement of Patsy Watts, English Instructor – Rolla

campus, effective May 15, 2021.

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East Central College

1964 Prairie Dell Road, Union, Missouri 63084 (636) 584-6501 FAX (636) 583-6602



HUMAN RESOURCES

TO: Dr. Jon Bauer

DATE: July 12, 2021

FROM: Wendy Hartmann, Director

RE: Request for release from FY22 contract and retirement – Dr. Patsy Watts

Dr. Patsy Watts submitted notification of her request to be released from her FY22 contract due to recent changes in her life situation. She is eligible for retirement and would like to pursue retirement.

Dr. Watts has worked at the College since 2006. She was an English adjunct from 2006 - 2009 and became a full-time English Instructor at Rolla in August 2009. Her retirement letter is on file in Human Resources.

Wendy Hartmann,

Human Resources Director

Robyn Walter

Vice President, Academic Affairs

Rober C. Walter

AGENDA ITEM 10: ADJOURNMENT

Recommendation: To **adjourn** the July 15, 2021, meeting of the Board of Trustees.

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East Central College