

REQUEST FOR QUALIFICATIONS FOR
ARCHITECT/ENGINEER PROFESSIONAL SERVICES

PROJECT NEW FIELDS
SULLIVAN PARKS AND RECREATION DEPARTMENT
CITY OF SULLIVAN
SULLIVAN, MISSOURI
PROJECT NO. 13007

DEADLINE FOR SUBMITTAL:

2:00 P.M., Wednesday, April 30, 2014 CST



Prepared By:
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Engineering Department
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Sullivan, Missouri 63080-1997
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REQUEST FOR QUALIFICATIONS FOR
ARCHITECT/ENGINEER PROFESSIONAL SERVICES
PROJECT NEW FIELDS
SULLIVAN PARKS AND RECREATION DEPARTMENT
PROJECT NO. 13007

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** City of Sullivan Engineering Department on behalf of the City Council of the City of Sullivan (Owner) and Sullivan Parks and Recreation Department is soliciting statements of qualifications for selection of an Architect/Engineer firm for **Project New Fields** (Project), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ).

This Request for Qualifications is the first step in the process for selecting an Architect/Engineer firm and assembled team containing individuals knowledgeable and experienced in architecture with similar sports facilities, civil engineering, structural engineering, mechanical engineering, electrical engineering, landscape architecture, data/telecom, sports operation financial/business planner and cost estimating.

The firm and team selected will also provide programming, design and construction phase services for Project New Fields assuming that a satisfactory A/E Services Agreement can be negotiated.

The RFQ provides the information necessary to prepare and submit Qualifications for consideration by the Owner. The Owner may select up to five (5) or more of the top ranked qualified respondents to present their qualifications during an interview.

- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Missouri Sunshine Law (*Missouri Revised Statutes*, Chapter 610.000, *et seq.*) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Missouri Attorney General with respect to disclosure of RFQ information.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner's Standard Architect/Engineer Agreement for programming, design and construction phase services.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner as an addendum on the City of Sullivan website, <http://sullivan.mo.us/>. It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due shall become a part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its response.

Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.

1.5 SUBMISSION OF QUALIFICATIONS:

1.5.1 DEADLINE: The Owner will receive Qualifications at the time described below.

2:00 P.M., Wednesday, April 30, 2014 CST

1.5.2 Submit eight (8) *identical* copies and one (1) CD ROM (or thumb drive) PDF file of the Qualifications. The CD ROM copy should be labeled with the name of the proposing organization and “*Project No. 13007, Project New Fields*” directly on the CD ROM and placed in a sealed envelope with the name of the proposing organization written across the front and attached or affixed inside the front cover of the original binder. All copies shall be submitted to:

Mr. Robert J. Schaffer, PE
City Engineer
City of Sullivan
Engineering Department
210 West Washington
Sullivan, Missouri 63080-1997
PH: (573) 468-8965
FAX: (573) 468-8964

1.5.3 Late received Qualifications will be returned to the respondent unopened.

1.5.4 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

1.5.5 Properly submitted Qualifications will not be returned to respondents.

Qualifications materials must be enclosed in a sealed envelope (box or container) addressed to: **Mr. Robert J. Schaffer, PE, City Engineer**. The package must clearly identify the submittal deadline, the project name and number, and the name and return address of the Respondent.

- 1.6 POINT-OF-CONTACT: The Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ to the Point-of-Contact person.

Mr. Robert J. Schaffer, PE
City Engineer
City of Sullivan
Engineering Department
210 West Washington
Sullivan, Missouri 63080-1997
PH: (573) 468-8965
FAX: (573) 468-8964
E-mail: rschaffer@sullivan.mo.us

- 1.7 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation.
- 1.8 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.
- 1.11 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: Chapter 287, Missouri Revised Statutes, and the rules of the Missouri Workers' Compensation Law, require workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity.
- 1.12 STATE REGISTRATION OF ENGINEERING FIRMS: 20 CSR 2030-10.010, Missouri Code of State Regulations, provides that a business entity may not engage in the practice of engineering in this state unless the business entity is registered with the Missouri Board of Professional Engineers. A business is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.

SECTION 2 – EXECUTIVE SUMMARY

2.1 PROJECT DESCRIPTION, SCOPE AND BUDGET:

With portions of the existing ball fields requiring significant rehabilitation, the City of Sullivan is considering building additional baseball and softball fields at the Campbell-Chapman Park Complex. In addition, permanent Soccer Fields are needed to continue to grow soccer in our community.

The Project New Fields project will be located adjacent to the Campbell-Chapman Ball Complex as shown in Attachment B.

As currently envisioned, the project will include:

- ❖ Natural turf soccer fields with lights, scoreboard, spectator seating, concessions, bathrooms and storage facilities.
- ❖ Natural turf baseball field and softball fields each with lights, spectator seating, scoreboard, dugouts and batter cages.
- ❖ Joint items to serve the baseball and softball fields to include restrooms, concession stand area, equipment/storage rooms, ticket booth, training/meeting room and batter cages.
- ❖ Access roads and other required infrastructure improvements.

Create overall master development plan with conceptual drawings for entire area, including fair grounds.

Prepare opinions of probable cost for each portion of development.

Prepare final plans and bid documents as necessary for the project.

If needed to meet available financing, this project may be constructed in a phased program.

All construction in this project will meet all applicable codes and standards.

Final scoping of the project will be determined by the City of Sullivan and the selected consultant.

2.2 PROJECT PLANNING SCHEDULE: Key Project planning schedule milestones are:

- | | |
|-------------------------------------------------------------|-------------------|
| ▪ Mandatory Site Visit | April 21, 2014 |
| ▪ Owner receives Request For Qualifications | April 30, 2014 |
| ▪ Owner announces shortlisted Respondents | May 7, 2014 |
| ▪ Owner interviews Respondents | May 14/15, 2014 |
| ▪ Owner announces selected Respondent | May 21, 2014 |
| ▪ Successful Respondent and Owner negotiate fees by | May 28, 2014 |
| ▪ Design Contract approved by Board of Alderman on | June 3, 2014 |
| ▪ Initial Design Meeting | June 9, 2014 |
| ▪ Opinion of Probable Cost Completed no later than | November 14, 2014 |
| ▪ Final Plans, Specifications and Bid Packages Completed by | December 19, 2014 |

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and subject to rejection.

As the Prime A/E is being considered to perform design phase services, information is also being sought at this stage on the full team of consultants required by the Prime A/E to complete all phases of A/E services such as Mechanical Engineer, Electrical Engineer, Sports Facilities Consultant, Code Consultant, Civil Engineer, Structural Engineer, Sports Operation Financial/Business Planner, Surveyor, Geotechnical Consultant and Cost Estimators.

3.1 CRITERIA ONE: RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest for the project including a narrative describing the Prime Firm’s and consultant’s unique qualifications as they pertain to this particular project.
- 3.1.2 Provide a statement on the availability and commitment of the Prime Firm and consultant’s assigned principal(s) and professionals to undertake the project in accordance with the project planning schedule.
- 3.1.3 Provide a brief history of the Prime Firm and consultant(s) proposed for the project including when the firms were established, type of ownership and office locations. If more than one office is listed indicate the office that will manage the project. If the firm has changed name or ownership within the last three (3) years indicate the former name.
- 3.1.4 Provide a listing of number of professional staff by discipline located in the office that will manage the project.
- 3.1.5 Indicate the professional service fees received for contract work over the last three (3) years.

- 3.1.6 Provide an Organization Chart for the team proposed for the project.
- 3.1.7 Provide resumes of key personnel from the Prime Firm and consultants who will be assigned to this Project. Resumes limited to two (2) pages per person.

3.2 CRITERIA TWO: PRIME FIRM'S ABILITY TO PROVIDE SERVICES

- 3.2.1 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 3.2.2 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.
- 3.2.3 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 3.2.4 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or elected official? If so, please explain.
- 3.2.5 Provide a claims history under professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide professional architectural or engineering services.

3.3 CRITERIA THREE: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 3.3.1 List a maximum of five (5) projects for which you have provided services that are most related to this project. List the projects in order of priority, with the most relevant project listed first. For all consultants are named in the response indicate the projects they also worked on. Provide the following information for each project listed:
 - Project name, location, contract delivery method, and description
 - Color images (photographic or machine reproductions)
 - Final Construction Cost, including Change Orders
 - Final project size in gross square feet
 - Type of construction (new, renovation, or expansion)
 - Actual start and finish dates for design
 - Actual Notice To Proceed and Substantial Completion dates for construction
 - Description of professional services Prime Firm provided for the project
 - Name of Project Manager (individual responsible to the Owner for the overall success of the project)
 - Name of Project Architect (individual responsible for coordinating the day to day work)
 - Name of Project Designer (individual responsible for design concepts)
 - ConsultantsReferences (for each project listed above, identify the following):

- The Owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
- Contractor's name and representative who served as the day-to-day liaison during the Preconstruction and/or construction phase of the project, including telephone number
- Length of business relationship with the Owner.

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ process.

3.3.2 Identify a maximum of three (3) completed projects, of any type, for which the Prime Firm received an award for design excellence from a recognized organization and provide descriptive information for each.

3.4 CRITERIA FOUR: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

3.4.1 Describe the Prime Firm's design philosophy, design methodology, and its process for integrating institutional standards into design.

3.4.2 Describe the Prime Firm's quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents.

3.4.3 Describe your project team's demonstrated technical competence and management qualifications with municipal projects.

3.4.4 The Owner has adopted following codes.

- 2009 International Plumbing Code
- 2009 International Building Code
- 2009 International Residential Code
- 2009 National Fire Code
- 2009 International Mechanical Code
- 2009 International Fuel Gas Code
- 2008 National Electrical Code

The Owner specifies the MoDot Standard Specifications for Highway Construction, current edition, for site work.

The Owner has some general specific system design and construction standards and specification requirements for construction projects. Describe how you propose to incorporate these requirements into this project.

3.4.5 Describe your cost estimating methods for the design and construction phases. How do you develop cost estimates and how often are they updated? For any combination of three (3) projects listed in response to Criteria 3.3, provide examples of how these techniques were used and what degree of accuracy was achieved.

3.4.6 Describe how you plan to ensure continuity of project objectives starting with design solution and moving through construction documents that meets the Owner’s requirements.

3.5 CRITERIA FIVE: RESPONDENT’S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

3.5.1 Describe your understanding of the administrative challenges and opportunities associated with providing Design services for City of Sullivan on this project, and your strategy for resolving these issues.

3.5.2 What do you perceive are the critical issues for this project?

3.5.3 Understanding schedule limitations provide an analysis of the Owner’s project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner’s decision making.

3.5.4 For any three (3) of the projects listed in response to Criteria 3.3, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.

3.6 CRITERIA SIX: EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent’s qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter “0” if none received.

No. 1 _____ Date

No. 2 _____ Date

Representations

By signing below, Respondent represents and warrants that:

- (i) the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner's option, and the Respondent may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of the City of Sullivan;
- (v) Respondent has not been an employee of the City of Sullivan within the immediate twelve (12) months prior to the RFQ response;
- (vi) no compensation has been received for participation in the preparation of this RFQ;
- (vii) all services to be provided in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Aldermen of the City of Sullivan, or any employee of the City of Sullivan, has a financial interest, directly or indirectly, in the Project; and
- (x) each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only.

Submitted by:

(Company Name)

(Authorized Signature)

(Printed Name/Title)

(Date)

STATE OF MISSOURI

VIN No: _____

OR

FEI No: _____

If Sole Owner:

SS No: _____

If a Corporation:

State of Incorporation: _____

Charter No: _____

(Street Address)

(Mailing Address)

(City, State, Zip Code)

(Email Address)

(Telephone Number)

(Facsimile Number)

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications shall be a **MAXIMUM OF FIFTY (50)** PRINTED PAGES. The cover, table of contents, divider sheets, HUB Subcontracting Plan (Section 1.13), and Execution of Offer do not count as printed pages.
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 4.1.5 The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.
- 4.2.2 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

4.3 TABLE OF CONTENTS:

- 4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.

4.4 PAGINATION:

- 4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.)

Attachment A

AGREEMENT

BETWEEN

CITY OF SULLIVAN

AND

[NAME BOLD]

ARCHITECT/ENGINEER



TABLE OF CONTENTS

ARTICLE

- 1 ARCHITECT/ENGINEER'S SERVICES AND RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 CONSTRUCTION COST - DEFINITION
- 4 PERSONNEL TITLES AND HOURLY RATES
- 5 REIMBURSABLE SERVICES
- 6 BASIS OF COMPENSATION
- 7 PAYMENTS TO THE ARCHITECT/ENGINEER
- 8 ARCHITECT/ENGINEER ACCOUNTING RECORDS
- 9 OWNERSHIP AND USE OF DOCUMENTS
- 10 TERMINATION OF AGREEMENT
- 11 SUCCESSORS AND ASSIGNS
- 12 EXTENT OF AGREEMENT
- 13 BUSINESS ETHICS EXPECTATION
- 14 MISCELLANEOUS PROVISIONS
- 15 OTHER CONDITIONS OR SERVICES

List of Exhibits

Ex A Personnel Titles and Hourly Rates

Ex B Statement For Architectural/Engineering Services

**AGREEMENT
BETWEEN
CITY OF SULLIVAN
AND
[NAME BOLD],
ARCHITECT/ENGINEER**

This Agreement is effective as of [Date the Board of Aldermen approves and the Mayor signs the Agreement] , 20__ (the “Effective Date”), by and between the **CITY OF SULLIVAN** (“Owner”) and [Name], Architect/Engineer (the “Architect/Engineer” or “A/E”) for: **PROJECT NEW FIELDS** design project (the “Project”).

**Article 1
Architect/Engineer’s Services and Responsibilities**

The Architect/Engineer shall provide the usual and customary Basic Services necessary and reasonably inferable to complete the Project and each phase of the project described in Paragraphs 1.2 through 1.6 below, along with any Additional Services requested by the Owner.

1.1 Architect/Engineer’s **Basic Services**

1.1.1 **Basic Services.** The Architect/Engineer’s Basic Services include all disciplines identified in Article 14 and all related usual and customary design, consultant, and other services necessary and reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner’s requirements and the terms of this Agreement.

1.1.2 **Reimbursable Services.** Reimbursable Services are the services specifically identified in Paragraph 15.3 that are provided by the Architect/Engineer in conjunction with the delivery of Basic Services under this Agreement. Compensation for Reimbursable Services will be made when the services are complete and shown on each monthly invoice.

1.1.3 The Program of Requirements (see Article 2) describes the intended project scope and character along with the anticipated Project Schedule and the Preliminary Project Cost. The Program of Requirements is incorporated herein by reference. It is the Architect/Engineer’s responsibility to review and understand the requirements of the Program of Requirements and to perform professional services so as to achieve those objectives.

1.1.4 The Architect/Engineer shall manage the design of the Project to achieve the Program of Requirements’ objectives of scope and cost through completion and acceptance of the Construction Documents phase.

1.1.5 The Architect/Engineer shall submit the names of all consultants, persons, or firms, that the Architect/Engineer proposes to use in the execution of its services and shall provide the Owner, upon request, with a fully executed copy of each contract or agreement that the Architect/Engineer enters into with any consultant. The Architect/Engineer is responsible for coordinating the work of all of its consultants such that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by Architect/Engineer of any consultant for the Project to which Owner has a reasonable objection. Architect/Engineer, however, shall not be required to contract with any consultant to which it has a reasonable objection.

1.1.6 The Architect/Engineer shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fees or costs unless expressly agreed to in writing.

1.1.7 The Architect/Engineer shall design the Project to incorporate current systems technology as appropriate. The technology shall be compatible with any existing facility and acceptable to the Owner.

1.1.8 The Architect/Engineer, as a part of Basic Services, shall provide life cycle cost analysis of major systems and materials to optimize the operating, maintenance and initial costs.

1.1.9 The Architect/Engineer, as part of Basic Services, shall engage a recognized and experienced construction cost estimating consultant acceptable to the Owner to prepare detailed Estimated Construction Costs of the Project in a form acceptable to the Owner following the Construction Specifications Institute (CSI) MasterFormat and UniFormat. Updated Estimates shall be included with the Plans and Specifications submitted for review at completion of the Schematic Design phase, Design Development phase and at the stages of completion of the Construction Documents required in Article 15.

1.1.10 The Architect/Engineer shall submit documents to the Owner for review at completion of the Schematic Design and Design Development phases and at the stages of completion of the Construction Documents as described in Article 15. The Architect/Engineer shall incorporate into the documents such corrections and amendments as the Owner requests, unless the Architect/Engineer provides the Owner with the Architect/Engineer's reasonable objection to such corrections or amendments. The Architect/Engineer will be responsible for any damages incurred by the Owner to the extent they are found to be caused by Architect/Engineer's failure to incorporate requested corrections and amendments to the documents.

1.1.11 Owner will utilize a review and comment form to record all comments during the document reviews and will provide its review comments to Architect/Engineer. The Architect/Engineer shall provide a detailed written response to each of the Owner's review comments indicating where and how they have been addressed in the design documents. At each required document submittal stage, the Architect/Engineer shall include the completed comment form from the preceding submittal along with a cover letter signed by a firm principal affirming that the previous review comments have been fully addressed in the current submittal. Failure to respond to the previous comments or to provide the written affirmation may result in reduction or rejection of the Architect/Engineer's then current Statement for Architectural/Engineering Services until a proper response is obtained. Owner's approval of the revised drawing shall not be deemed to be an approval

of any unlisted changes, and any costs or expense for any Architect/Engineer's additional services subsequently incurred for such unlisted changes shall be borne by Architect/Engineer.

1.1.12 The Architect/Engineer, as part of Basic Services, shall become sufficiently familiar with the existing facilities, systems and conditions at the Project site so that the proposed Project will properly interface functionally with them.

1.1.13 Architect/Engineer agrees and acknowledges that Owner is entering into this Agreement in reliance on Architect/Engineer's represented professional abilities with respect to performing Architect/Engineer's services, duties, and obligations under this Agreement. Architect/Engineer agrees to use Architect/Engineer's professional efforts, skill, judgment, and abilities in performing Architect/Engineer's services. Architect/Engineer shall perform its services diligently and shall endeavor to further the interest of the Owner in accordance with Owner's requirements and procedures. Architect/Engineer shall perform its services in accordance with the usual and customary professional standards of care, skill and diligence consistent with good architectural practices for architectural firms in Missouri that provide professional design services for projects that are similar in size, scope, and budget to the Project (the "Standard of Care"). Subject to this Standard of Care, Architect/Engineer shall interpret and apply applicable national, federal, state, municipal, and State of Missouri building and accessibility laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction in effect at the time the services are provided. There are no obligations, commitments, or impediments of any kind known to the Architect/Engineer that will limit or prevent performance by Architect/Engineer of its services. Architect/Engineer hereby agrees to correct, at its own cost, any of its services, and the services of its consultants, that do not meet the standard of care.

1.1.14 Architect/Engineer shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Architect/Engineer (by Owner or any other party) that Architect/Engineer uses for the Project. Architect/Engineer shall identify to the Owner in writing any such documents or data which, in Architect/Engineer's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Owner does not warrant the accuracy or suitability of such documents or data as are furnished unless Architect/Engineer advises Owner in writing that in Architect/Engineer's professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Architect/Engineer to proceed in accordance with the documents or data as originally given.

1.1.15 Architect/Engineer's services shall be free from any material errors or omissions in accordance with the Standard of Care. Neither acceptance nor approval of Architect/Engineer's services by the Owner shall relieve Architect/Engineer of any of its professional duties or release it from any liability, it being understood that Owner is, at all times, relying upon Architect/Engineer for its skill and knowledge in performing Architect/Engineer's services. Owner shall have the right to reject any of Architect/Engineer's services because of any fault or defect in the Project due to any material errors or omissions in the Plans, Drawings, Specifications, and other materials prepared by Architect/Engineer or its consultants. Upon notice of any such errors or omissions, Architect/Engineer shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the Owner. Architect/Engineer's obligation to correct its errors and omissions

is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.

1.1.16 The Architect/Engineer shall not proceed to any phase of design not expressly authorized by the Owner, except at the Architect/Engineer's own financial risk.

1.1.17 Architect/Engineer agrees to furnish efficient business administration and superintendence and to use Architect/Engineer's professional skill to design the Project in an expeditious and economical manner consistent with the interest of Owner and Architect/Engineer's professional skill and care.

1.1.18 Architect/Engineer shall allocate adequate time, personnel and resources as necessary to perform its services. Architect/Engineer's Senior Principal(s) responsible for managing the Project is identified in Exhibit "A" and while employed by Architect/Engineer shall not be changed without the prior written approval of the Owner. The day-to-day Project Team will be led by the Senior Principal(s) unless otherwise directed by Owner or prevented by factors beyond the control of Architect/Engineer. The Senior Principal(s) shall act on behalf of Architect/Engineer with respect to all phases of Architect/Engineer's Services and shall be available as reasonably required for the benefit of the Project and Owner.

1.1.19 Architect/Engineer shall review any applicable documents provided by the Owner and the visible existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate the Architect/Engineer's design for the Project and the construction of the Project. The Architect/Engineer shall identify to Owner any observable discrepancies between the documents and visible conditions, and shall consult with the Owner on any special measures, services or further investigations required for Architect/Engineer to perform its services in accordance with the Standard of Care. This review shall be accomplished by registered, professional architects and engineers, as appropriate.

1.1.20 Insurance Coverage. The Architect/Engineer shall obtain and maintain, for the duration of this Agreement or longer as stated in subparagraph D below, the minimum insurance coverages set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Missouri and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Architect/Engineer under this Agreement. The Architect/Engineer shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Architect/Engineer is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

A.	Worker’s Compensation	Limit
	Statutory Benefits (Coverage A)	Statutory
	Employer’s Liability (Coverage B)	\$500,000 Each Accident
		\$500,000 Disease/Employee
		\$500,000 Disease/Policy Limit

B. **Automobile Liability**, including Owned, Hired, and Non-owned Vehicles: Public liability and property damage limits as set out under Section 537.610 RSMo.

C. **Commercial General Liability** shall be provided for bodily injury and property damage, including premises and operations, personal/advertising injury, and products and completed operations at those limits required under Section 537.610 RSMo.

D. **Professional Liability (E&O)** coverage shall be maintained covering wrongful acts, errors and/or omissions, including design errors of the Architect/Engineer for damages sustained by reason of, or in the course of performance of this Agreement for three (3) years after the Project is substantially complete. The Professional Liability insurance limit shall be maintained the amount of \$1,000,000.00 each claim with a \$2,000,000.00 policy aggregate.

1.1.32 Architect/Engineer shall include the City of Sullivan as additional insured on the Commercial General Liability and Automobile Liability policies, and the Workers’ Compensation policy shall include a waiver of subrogation in favor of the Owner.

1.1.33 The Owner may select a Program Manager for this Project, and the Architect/Engineer shall coordinate its services with the Program Manager. The Owner may direct the Architect/Engineer to recognize the Program Manager as its representative for the performance of various duties which are otherwise defined as the responsibility of the Owner. Architect/Engineer hereby acknowledges such appointment.

1.1.34 The Architect/Engineer shall produce drawings for this Project in three dimensions utilizing an object oriented software system as part of Basic Services.

1.1.35 The Architect/Engineer, at the Architect/Engineer’s expense, at each stage of review described in Article 15, shall furnish and deliver to the Owner digital copies and the number of complete printed copies of all Plans, Drawings and Specifications as enumerated in Article 15, which copies shall become the property of the Owner. The Architect/Engineer shall incorporate into the Plans, Drawings and Specifications such changes as are necessary to satisfy the Owner’s written review comments or published meeting minutes, any of which may be appealed in writing for good cause. The Architect/Engineer shall pay for the reproduction of all Plans, Specifications and other documents for use by the Architect/Engineer and its consultants.

1.2 Schematic Design Phase

1.2.1 Based on the mutually agreed upon Program of Requirements and the Project Schedule, the Architect/Engineer shall prepare sufficient alternative approaches to design of the Project to satisfy Owner's requirements and shall, at completion of this phase, submit Schematic Design Documents in accordance with design guidelines and any additional requirements set forth in Article 15. The Architect/Engineer shall review alternative approaches to design in 3D for the Project and the Schematic Design Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project site or other location specified by the Owner.

1.2.2 Architect/Engineer shall provide all services necessary to perform the services of this phase (preparation of Schematic Design Documents) including, without limitation, unless otherwise approved by Owner, the preparation and prompt delivery of all items specified.

1.2.3 Architect/Engineer shall work closely with Owner in preparation of schematic drawings and shall specifically conform to Owner's requirements regarding aesthetic design issues.

1.2.4 The Architect/Engineer shall furnish and deliver to the Owner the number of complete printed sets of Schematic Design documents as enumerated in Article 15.

1.2.5 The Architect/Engineer shall direct the preparation of a detailed Estimated Construction Cost as described in Sub-paragraph 1.1.9 and include it with the completed Schematic Design Documents.

1.2.6 Before proceeding into the Design Development Phase, the Architect/Engineer shall obtain Owner's written acceptance of the Schematic Design documents and approval of the Architect/Engineer's preliminary Estimated Construction Cost and schedule.

1.2.7 The Architect/Engineer shall participate in a final review of the Schematic Design Documents with the Owner at the Project site or other location specified by Owner. Prior to the Owner's approval of the Schematic Design Documents, the Architect/Engineer shall incorporate such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed for good cause.

1.3 Design Development Phase

1.3.1 Based on the approved Schematic Design Documents and any adjustments to the Program of Requirements authorized by the Owner, the Architect/Engineer shall prepare, for approval by the Owner, Design Development Documents in accordance with Owner's written requirements to further define and finalize the size and character of the Project and any additional requirements set forth in Article 15. The Architect/Engineer shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project site or other location specified by Owner.

1.3.2 The Architect/Engineer shall furnish and deliver to the Owner the number of complete printed sets of Design Development documents as enumerated in Article 15.

1.3.3 The Architect/Engineer shall direct the preparation of a detailed Estimated Construction Cost as described in Sub-paragraph 1.1.9 and include it with the completed Design Development Documents.

1.3.4 Before proceeding into the Construction Document Phase, the Architect/Engineer shall do coordination, aggregation and “clash detection” to remove conflicts in design between disciplines and obtain Owner’s written acceptance of the Design Development documents and approval of the mutually agreed upon detailed Estimated Construction Cost for the construction and schedule.

1.3.5 The Architect/Engineer shall prepare presentation materials at completion of Design Development and shall present same to the Board of Aldermen at a date and time scheduled. Presentation materials shall include an animation of the design.

1.3.6 The Architect/Engineer shall prepare preliminary recommended furniture layouts for all spaces where it is deemed important to substantiate the fulfillment of program space requirements, or to coordinate with specific architectural, mechanical and electrical elements.

1.4 Construction Document Phase

1.4.1 Based on the approved Design Development Documents, detailed Estimated Construction Cost, and any further adjustments in the scope or quality of the Project authorized by the Owner, the Architect/Engineer shall prepare, for approval by the Owner Construction Documents consisting of Drawings, Schedules and Specifications in accordance with Owner’s written requirements setting forth in detail the requirements for construction of the Project. The Plans, Drawings and Specifications for the entire Project shall be so prepared that same will call for the construction of the building and related facilities, together with its built-in permanent fixtures and equipment which will cost not more than the detailed Estimated Construction Cost accepted by Owner. The Architect/Engineer will be responsible for managing the design to stay within such Estimated Construction Cost. The Architect/Engineer shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project site or other location specified by Owner.

1.4.2 The Architect/Engineer shall consult with the Owner on matters such as construction phasing and scheduling, bid or proposal alternates, liquidated damages, the construction contract time period, and other construction issues appropriate for the Project. The Architect/Engineer shall assist the Owner in the preparation of the necessary bidding information, bidding forms, RFP information, and RFP forms, and the Conditions of the Contract.

1.4.3 The Architect/Engineer shall assist the Owner in connection with the Owner’s responsibility and procedures for obtaining approval of all building and accessibility authorities having jurisdiction over the Project.

1.4.4 The Architect/Engineer shall provide coordination and inclusion of sequence of operations for all operable systems in the facility as defined by Owner during Design Development.

1.4.5 The Architect/Engineer shall direct the preparation of a detailed Estimated Construction Cost as described in Sub-paragraph 1.1.9 and include it with the completed Construction Documents.

1.4.6 The Architect/Engineer shall participate in a final review of the Construction Documents with the Owner at the Project location or other location specified by Owner. Prior to the Owner's approval of the Construction Documents, the Architect/Engineer shall incorporate such changes as are necessary to satisfy the Owner's review comments.

1.4.7 If the Architect/Engineer contract is renegotiated to proceed into the Bidding and Proposal Phase, the Architect/Engineer shall obtain Owner's written acceptance of the Construction Documents and approval of the detailed Estimated Construction Cost for the Construction Contract as approved by the Board of Aldermen.

1.5 Bidding and Proposal Phase (If added to contract)

1.5.1 In conjunction with the Bidding and Proposal Phase, if added to contract, and at other times as appropriate to the Project, the Architect/Engineer shall assist the Owner by receiving and recording requests for Bid and Request for Proposal ("RFP") Documents, receiving and resolving questions about Bid and RFP Documents; preparing addenda, issuing addenda, and accounting for addenda issued; attending pre-bid and pre-proposal conferences; evaluating bids and proposals; and assisting in preparing and awarding multiple contracts for construction. Architect/Engineer shall answer inquiries from bidders and proposers at Owner's request, and shall prepare and issue any necessary addenda to the bidding or proposal documents.

1.5.2 The Architect/Engineer shall assist the Owner in investigating the responsibility of apparent low bidders or proposers and inform Owner in writing of its findings and recommendations. For proposers selected by qualifications and by competitive sealed proposals, the Architect/Engineer shall assist the Owner in investigating qualifications and other pertinent proposal information and inform the Owner in writing of its findings and recommendations.

1.5.3 In the event the bid proposal received for the Project exceeds the agreed upon detailed Estimated Construction Cost for the Construction Contract as approved by the Board of Aldermen, if the Architect/Engineer is required to make revisions to the Contract Documents, the Architect/Engineer shall be entitled to compensation, as an Additional Service for changes to the Contract Documents that result from scope changes directed by the Owner that materially impact costs or revisions to the Contract Documents directed by the Owner that resulted in an increase in the detailed Estimated Construction Cost. The Owner reserves the right to accept a proposal and award a construction contract that exceeds the detailed Estimated Construction Cost for the Construction Contract, if such award is determined by Owner to be in the Owner's best interest.

1.6 Construction Phase - Administration of the Construction Contract (If added to contract)

1.6.1 The Construction Phase shall commence with the acceptance of the Construction Contract and issuance of a Notice to Proceed with Construction Services and terminate sixty (60) days after Final Payment to the Contractor is made, or when all of Architect/Engineer's services have been satisfactorily performed, whichever occurs later.

1.6.2 Architect/Engineer shall provide administration of the Contract for Construction as set forth below.

1.6.3 The Architect/Engineer shall provide updated documents at each Contractor's monthly meeting and when requested.

1.6.4 The Architect/Engineer shall review the Contractor's list of proposed subcontractors for the Work, initial administrative submittals for Project Schedule, Schedule of Values and Submittal Schedule to establish appropriate bases for construction monitoring, payment processing, and commissioning. The Architect/Engineer shall identify necessary revisions to the documents in writing to the Contractor and recommend acceptance of the documents by the Owner when appropriate. The Architect/Engineer shall review periodic updates of all schedules with Owner and Contractor to evaluate appropriateness.

1.6.5 The Architect/Engineer shall have authority to act on behalf of the Owner to the extent provided in the Contract Documents. Duties, responsibilities and limitations of authority of the Architect/Engineer shall not be restricted, modified or extended without written acceptance of the Owner.

1.6.6 Site Visits. The Architect/Engineer shall visit the site at least once each month during the entire construction period to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Each of Architect/Engineer's consultant shall visit the site at least once each month during construction activities related to the consultant's discipline to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Architect/Engineer and its consultants shall submit written reports of their site visits and meetings. The Architect/Engineer shall not be required to make exhaustive or continuous onsite visits to inspect the quality or quantity of the Work.

- a) On the basis of the onsite observations, the Architect/Engineer shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Architect/Engineer shall notify Owner and the Contractor in writing of any portions of the work which Architect/Engineer has observed as not being in conformity with the Construction Documents and make recommendations as to correction of the deficiencies or defects. Architect/Engineer shall make its site representative available and shall consult with Owner and the Contractor on the occasion of all circumstances arising during the course of construction which would make such consultation in Owner's interests.
- b) In addition to site visits for general observation, the Architect/Engineer and its consultants shall visit the site for specific purposes related to certification of progress payments, pre-installation meetings, start-up or mock-up reviews for significant work activities and for formal inspections of the Work. The Architect/Engineer and its consultants shall provide written reports of all site visits to the Owner and Contractor.

1.6.7 The Architect/Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.6.8 The Architect/Engineer shall at all times have access to the Work wherever it is in preparation or progress.

1.6.9 The Architect/Engineer shall determine the amounts owing to the Contractor based on its periodic observations of Work placed at the site and on evaluations of the Contractor's Application for Payment, and shall coordinate its review and evaluation with the Owner's representatives, and shall certify Contractor's Application for Payment in an appropriate amount.

1.6.10 The certification of a Contractor's Application for Payment shall constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect/Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Contractor's Application for Payment); and that the Contractor is entitled to payment in the amount certified. However, the approval of a Contractor's Application for Payment shall not be a representation that the Architect/Engineer has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract Sum.

1.6.11 The Architect/Engineer shall be the interpreter of the technical requirements of the Contract Documents and the judge of the performance of the work of the Contractor. The Architect/Engineer shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.6.12 Interpretations and recommendations of the Architect/Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form.

1.6.13 Subject to approval of the Owner, the Architect/Engineer's decisions in matters relating to artistic effect shall be final if consistent with and reasonably inferable from the intent of the Contract Documents

1.6.14 The Architect/Engineer and its consultants shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work set forth in the Contract Documents, and shall respond to Contractor's inquiries and questions and provide supplemental information as appropriate. Action on submittals shall be taken with reasonable promptness to cause no delay to the Contractor's scheduled progress, but in any event no more than fourteen (14) days after receipt. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect/Engineer's review shall not constitute approval of any construction means or methods.

1.6.15 Architect/Engineer shall clarify and interpret the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents and 3D views to amplify or explain portions of the Construction Documents.

1.6.16 Architect/Engineer shall provide assistance in the review of the Contractor's requests for change orders or claims for additional time or costs, and make recommendations to Owner as to such requests or claims. The Architect/Engineer shall inform Owner if a request for change order involves a change in scope.

1.6.17 Architect/Engineer shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by approved Change Orders. All proposed changes to Drawings and Specifications, regardless of how initiated, shall be totally defined in the documents depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents maybe revised to show such changes, provided that all such revisions shall be recorded on the digital files. Such revisions shall be clearly indicated and a current revision date shall be included. Changes to the Specifications shall be made by consecutively numbered and dated addenda. All changes to design documents or Specifications will be identified with date of change, revision number and other customary identification references. Areas changed on Drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

1.6.18 Architect/Engineer and its consultants shall conduct and participate in concealed space observations, systems start-up observations, systems integration/operational demonstrations, Substantial Completion or pre-Final work observations to determine the dates of Substantial Completion, and Final Completion. In association with each observation, Architect/Engineer and its consultants shall prepare a list of items that Architect/Engineer and its consultants have observed as deficiencies in the Work, requiring remedial work or replacement, assemble and distribute the official punchlist(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.

1.6.19 Architect/Engineer shall review, for conformance with the Contract Documents, Contractor's submission of guarantees and warranties.

1.6.20 The Architect/Engineer and its consultants shall assist the Owner in checking Record Drawings maintained by the Construction Manager during the course of the Work in association with certifying progress payments and shall review record documents for completeness and compliance with Contract requirements at Substantial Completion and at Final Completion of the Project. The Architect/Engineer is not responsible for any errors and omissions in the information provided by others that are included in the Record Drawings.

1.6.21 Architect/Engineer shall receive and review Contractor's submission of operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by the Contractor, shall require necessary revisions to same, and when acceptable under the terms of the Agreement, shall forward to Owner. The Architect/Engineer shall certify final payment to the Contractor when the requirements of the Agreement have been met.

1.6.22 Architect/Engineer shall revise the Drawings and Specifications upon Final Completion of the construction, to incorporate all Addenda, all Change Orders for the Work and any modifications recorded by the Contractor on the Record Drawings and Specifications maintained at the job site. The Architect/Engineer shall label the revised Drawings and Specifications as "Record Drawings" and "Record Specifications" and shall deliver copies to the Owner for record purposes, as follows:

- All project Drawings: provide 2 copies of electronic media on CD-ROM/DVD in AutoCAD "DWG" digital format and "PDF" format. Facility space listing, schedules, equipment and product data shall be in excel format derived from 3D digital files.
- All project Specifications in electronic format on CD-ROM/DVD in MSWord format.
- CD-ROM/DVDs shall have labels indicating the project name and project number.
- CD-ROM/DVDs shall contain an index or contents file.
- One (1) reproducible mylar film and one (1) bond paper copy of Drawings. Paper sepias are not acceptable.

1.6.23 Architect/Engineer shall provide assistance to Owner through the commissioning consultant/agent for the purpose of advising and counseling Owner's personnel in the usage, operation and maintenance of the building mechanical, electrical, and plumbing systems.

1.6.24 Architect/Engineer shall provide a milestone schedule that is acceptable to the Owner and shall be submitted on a monthly basis prior to submission of payment application, in conformance with the project milestone schedule, so that the desired design development schedule for the Project shall be maintained.

1.6.25 The Architect/Engineer shall be available after final payment to advise the Owner regarding Warranty items and to review Warranty work during the Warranty period. Architect/Engineer shall participate in the Project's one-year warranty inspection, including preparation of punchlists and inspection of corrected punchlist items..

1.7 Additional Services

1.7.1 Additional Services are those services which shall be provided if authorized or confirmed in writing by the Owner and for which compensation will be provided as described in this Agreement in addition to the Basic Services Fee. Prior to commencing any Additional Service, Architect/Engineer shall prepare for acceptance by the Owner an Additional Services Proposal, in a format as directed by Owner, which shall describe in detail the nature or scope of the Additional Services, the basis upon which Architect/Engineer has determined that such services are Additional Services, and which shall set forth the maximum amount of fees for which Architect/Engineer is prepared to perform the Additional Services, together with a proposed schedule for the performances of the Additional Service. Architect/Engineer shall proceed only after written acceptance by Owner of the Additional Services Proposal.

1.7.2 Upon acceptance by Owner, each Additional Services Proposal and the services performed by Architect/Engineer pursuant to the Additional Services Proposal shall become part of this Agreement and shall be subject to all terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a Basic Service at the original execution of this Agreement.

1.7.3 Providing services to make detailed investigations of existing conditions or facilities or to make measured drawings of them is an Additional Service except as reasonably necessary to verify the accuracy and completeness of drawings or other information furnished by the Owner and to the extent necessary for the Architect/Engineer to complete its responsibilities hereunder free from any material errors and omissions in accordance with Standard of Care. Architect/Engineer shall not be required to perform any destructive testing unless agreed to as an Additional Service.

1.8 Time

1.8.1 Architect/Engineer shall perform all of Architect/Engineer's services described herein as expeditiously as is consistent with (1) Architect/Engineer's professional efforts, skill and care, (2) the orderly progress of such services, and (3) in conformance with the project milestone schedule so that the desired development and construction schedule for the Project shall be maintained. Architect/Engineer shall at all times provide sufficient personnel to accomplish Architect/Engineer's services within the time limits set forth in the schedule described in 1.8.2.

1.8.2 Included in the Program of Requirements is a schedule for completion of each of the phases of services to be performed by Architect/Engineer pursuant to this Agreement. The project schedule contains milestone dates which have been established in the Request for Qualifications previously issued or may be modified by the Owner to reflect current conditions. The Architect/Engineer shall coordinate with the Owner in the preparation and maintenance of the schedule for performance of the professional services for the Project, including the Architect/Engineer's services. Changes in this schedule may be made only with the written approval of Owner. Architect/Engineer shall perform all of its services in accordance with the then-current schedule approved by Owner.

Article 2 Owner's Responsibilities

2.1 The Owner has provided or will provide a Program of Requirements to the Architect/Engineer, or the Owner and Architect/Engineer may agree that Architect/Engineer shall prepare a Program of Requirements as an Additional Service as set forth in Article 14 of this Agreement. The Program of Requirements will set forth the Owner's description of the project scope, preliminary project cost, schedule, criteria for design objectives, characteristics and constraints, space requirements and relationships, site requirements, existing facilities, and desired special components, systems and equipment. If Architect/Engineer prepares the Program of Requirements, then Owner will review the Program of Requirements when completed and then determine whether to proceed with the Project and authorize commencement of Basic Services. The Owner reserves the right to terminate this Agreement following completion of the Program of Requirements, and shall have no further obligation to Architect/Engineer other than payment for services authorized by Owner and provided by Architect/Engineer prior to such termination in accordance with the terms and conditions of this Agreement.

2.2 The Owner designates the City Engineer and Parks and Recreation Commissioner as its representative authorized to act in the Owner's behalf with respect to the Project. The Owner's authorized representative shall examine the documents submitted by the Architect/Engineer and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect/Engineer's services. The City Administrator and City Engineer are also designated as the Owner's representative for the purpose of administering this Agreement, including determination of fees earned by the Architect/Engineer. The Owner shall have the right to withhold from payments due Architect/Engineer such sums as the Owner deems reasonably necessary to protect Owner against any loss or damage which may result from negligence by Architect/Engineer or failure of Architect/Engineer to perform Architect/Engineer's obligations under this Agreement pending final resolution of such claims.

2.3 The Owner, at Owner's cost, will secure the services of laboratory testing engineers, or other special consultants to develop additional information to the extent necessary for the design of the Project. The Architect/Engineer shall provide the Owner with parameters for inclusion in the Owner's instructions to such providers.

2.4 The Owner shall arrange and pay for structural, mechanical, chemical and other laboratory tests as necessary during construction except as required of the Contractor in the Contract Documents.

2.5 The Owner shall furnish all legal, accounting, auditing and insurance counseling services deemed necessary by the Owner for the Project.

2.6 The services, information and reports required by the preceding paragraphs shall be furnished at the Owner's expense.

2.7 If the Owner observes or otherwise acquires actual knowledge of any design fault or defect in the Project or conflict in the Contract Documents, written notice thereof will be given by the Owner to the Architect/Engineer; however, Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

2.8 The Owner will review the Architect/Engineer's design at the completion of the Schematic Design and Design Development phases and at completion of the stages of Construction Documents as described in Article 15. Comments concerning corrections or amendments to the Plans and Specifications will be furnished in writing to the Architect/Engineer as promptly as possible after receipt of the documents for review. Owner's approval of the documents must be in writing and no approval may be deemed given in the absence of written approval. The Owner may require the Architect/Engineer to halt production during design review.

2.9 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect/Engineer's services and of the Work.

2.10 The Owner shall furnish one or more Construction Inspectors who shall be responsible for inspection of the Work, consisting of close, on-site examination of the materials, structure and equipment; and surveillance of the workmanship and methods used to insure that the Project is reasonably accomplished in accordance with the Contract Documents and good construction practices.

Article 3 Construction Cost—Definition

3.1 The Estimated Construction Cost shall be the total cost of all elements of the Project, including all alternate bids or proposals, designed and specified by the Architect/Engineer.

3.2 The Estimated Construction Cost shall include at current market rates a reasonable allowance for overhead, profit and general conditions, the cost of labor and materials furnished by the Owner and any equipment which has been shown in the Plans, specified, and specially provided for by the Architect/Engineer.

3.3 The Estimated Construction Cost does not include compensation to the Architect/Engineer and the Architect/Engineer's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

Article 4
Personnel Titles and Hourly Rates

4.1 Prior to entering into any agreement between the Architect/Engineer and the Owner, and the Architect/Engineer and its consultants, the Architect/Engineer shall submit a full list of all personnel titles and the hourly wage for each. The initial list is attached hereto as Exhibit "A". The hourly rates contained therein may be adjusted annually in accordance with the usual and customary salaries of the architectural profession in the area of Architect/Engineer's office, to rates mutually approved by the Owner and the Architect/Engineer.

Article 5
Reimbursable Services

5.1 Reimbursable Services are in addition to the Compensation for Basic Services and Additional Services. These include actual not-to-exceed expenditures made by the Architect/Engineer and the Architect/Engineer's consultants incurred solely and directly in connection with Architect/Engineer's performance of its services hereunder for the following expenses:

- 5.1.1 Fees paid for securing approval of authorities having jurisdiction over the Project.
- 5.1.2 Professional models and renderings produced for presentations when requested by the Owner.
- 5.1.3 Cost of site survey and geotechnical investigations.
- 5.1.4 Cost of preparation of a Program of Requirements.
- 5.1.5 Other items agreed to by the Owner in writing.

5.2 Expenses not allowed for reimbursement include the cost of review documents required to be provided to the Owner under Article 14, telephone charges, cell phone and PDA charges, FAX service, alcoholic beverages, laundry, car washes, valet service, entertainment and any non-project related items.

5.3 Owner shall pay a mark-up not to exceed ten percent (10%) on those reimbursable services identified in 5.1.1 through 5.1.4 above. A mark-up shall not be paid on lodging, meals or travel expenses. Architect/Engineer shall submit receipts for all reimbursable services along with any reimbursement request.

5.4 Owner must authorize all Reimbursable Services prior to the performance of the reimbursable item. Charges for Reimbursable Services must not exceed the established category amounts unless authorization, in writing, is obtained from the Owner.

Article 6
Basis of Compensation

The Owner shall compensate the Architect/Engineer for the services provided in accordance with Article 7. Payments to the Architect/Engineer shall be as follows:

6.1 Basic Services Fee

6.1.1 For Basic Services, as described in Article 1, and including all disciplines identified in Paragraph 15.1 as part of Basic Services, Architect/Engineer's fee shall be a negotiated Basic Services Fee to cover all costs and profit.

6.1.2 The Architect/Engineer's Basic Services Fee will be negotiated.

6.1.3 In multiple package projects, the basic services fee for each package shall be determined in a manner agreed to by A/E and Owner. The Architect/Engineer's total Basic Services Fee will be the sum of the basic services fees for all packages.

6.1.4 If the description of the Architect/Engineer's Basic Services is changed materially, the applicable fee shall be adjusted equitably.

6.2 Fees for Changes in Project Scope

6.2.1 For reductions in the scope of the Work of the Project that occur after commencement of the Construction Documents Phase the Architect/Engineer's fee for basic services related to the eliminated portion of the work, to the extent such services are provided, shall be negotiated with the Owner.

6.2.2 For increases in the scope of Work of the Project that occur after commencement of the Construction Documents Phase, the fee for the additional Basic Services required will be negotiated with the Owner.

6.3 Fees for Change Order Services

If revised construction documents are required due to material changes ordered by the Owner and not due to errors and omissions on the part of the Architect/Engineer, or its consultants, the fee for the additional Basic Services required will be negotiated with the Owner.

6.4 Additional Services

6.4.1 For additional services of the Architect/Engineer, that are not Basic Services, due to changes in Project scope, the Architect/Engineer's fee shall be a negotiated amount agreeable to Architect/Engineer and Owner.

6.4.2 For additional services of the Architect/Engineer's consultants, that are not Basic Services, due to changes in Project scope, the Architect/Engineer's fee shall be calculated as an amount negotiated by the Owner and the Architect/Engineer not to exceed 1.10 times the amount that the consultant bills the Architect/Engineer for the additional services.

6.5 Reimbursable Services

For reimbursable services, as described in Article 5, and any other items included in Article 14 as Reimbursable Services, the Architect/Engineer's reimbursement shall be calculated as an amount not to exceed 1.10 times the amounts actually expended by the Architect/Engineer and the Architect/Engineer's consultants in the interest of the Project.

6.6 If the Owner and the A/E are unable to agree on the fee changes in scope or change order services under paragraph 6.2 and 6.3, respectively, the A/E shall not suspend performance and the amount that is acceptable to both parties shall be paid. Any additional amount claimed by the A/E shall be submitted to Owner as a claim under Article 14.13 (Dispute Resolution)

Article 7 Payments to the Architect/Engineer

7.1 Payments for Basic Services

7.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, as demonstrated by work product, on the basis set forth in Article 6. The form of Statement for Architectural/Engineering Services to be utilized is attached hereto as Exhibit "B".

7.1.2 No partial payment made shall be, or construed to be, final acceptance or approval of the services to which the partial payment relates, or a release of Architect/Engineer of any of Architect/Engineer's obligations or liabilities with respect to such services.

7.1.3 Architect/Engineer shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

7.1.4 Architect/Engineer shall submit a request for final payment to the Owner within thirty days after approval of the final payment to the Contractor.

7.1.5 The acceptance by Architect/Engineer, or Architect/Engineer's successors, of final payment under this Agreement shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever which Architect/Engineer, or Architect/Engineer's successors, have or may have against Owner under the provisions of this Agreement except those claims previously made in writing and identified by Architect/Engineer as unsettled at the time of the final request for payment.

7.2 Payments for Additional Services and Reimbursable Services

Payments for the Architect/Engineer's Additional Services and for Reimbursable Services shall be made monthly upon presentation of the Architect/Engineer's valid statement of services rendered or expenses incurred as approved by Owner. Invoices shall include complete documentation of all expenses.

7.3 Payments Withheld

7.3.1 Under no circumstances shall the Owner be obligated to make any payment (whether a progress payment or final payment) to Architect/Engineer if any one or more of the following conditions precedent exist:

- a) Architect/Engineer is in breach or default under this Agreement;
- b) Any portion of a payment is for services that were not performed in accordance with this Agreement; provided, however, payment shall be made for those services which were performed in accordance with this Agreement;
- c) Architect/Engineer has failed to make payments promptly to consultants or other third parties used in connection with services for which Owner has made payment to Architect/Engineer;
- d) If Owner, in its good faith judgment, determines that the balance of the unpaid fees are not sufficient to complete the services in accordance with this Agreement; or
- e) Architect/Engineer has failed to achieve a level of performance necessary to maintain the project schedule.

7.3.2 No deductions shall be made from the Architect/Engineer's compensation on account of liquidated damages or other sums withheld from payments to Contractor or on account of the cost of changes in the Work other than those for which the Architect/Engineer is liable.

Article 8 Architect/Engineer Accounting Records

8.1 Records of Reimbursable Services and expenses pertaining to Additional Services and services performed on the basis of hourly rates shall be kept on the basis of Generally Accepted Accounting Principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times for a period of at least three (3) years after final completion of the Project. Owner shall have the right to verify the details set forth in Architect/Engineer's billings, certificates, and statements, either before or after payment by (1) inspecting the books and records of Architect/Engineer during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Architect/Engineer's business employees; (4) visiting the Project site; and (5) other reasonable action.

8.2 Records of Architect/Engineer costs, reimbursable services pertaining to the Project, and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final payment or abandonment of the Project, unless Owner otherwise instructs Architect/Engineer in writing.

Article 9 Ownership and Use of Documents

9.1 Drawings and Specifications as instruments of service are and shall remain property of the Architect/Engineer whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project upon payment of the amounts due under this Agreement. Owner shall have an irrevocable, paid-up, and perpetual non-exclusive license and right, which shall survive the termination of this Agreement, to use the Drawings and Specifications, including the originals thereof, and the ideas and designs contained therein, for any purpose related to the construction, maintenance or use of the Project and for informational purposes for any future project by the Owner, regardless of whether Architect/Engineer remains as the Architect/Engineer, has resigned, this Agreement has been terminated, Architect/Engineer's scope of services has been modified, or the services herein have been completed. If this Agreement is terminated, Architect/Engineer hereby consents to the employment by Owner of a substitute architect/engineer to complete the services under this Agreement. The Architect/Engineer and its consultants shall not be liable for any use of such information that are inconsistent with the purposes for which the Architect/Engineer provided such information or changes made by the Owner to the Drawings or Specifications (including Drawings or Specifications provided in 3D CADD or other electronic format) or for claims or actions arising from the Architect/Engineer's incomplete services or from any such alternative use or changes on projects in which the Architect/Engineer is not involved.

9.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not be construed as publication in derogation of the Architect/Engineer's rights.

Article 10 Termination of Agreement

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination and such failure is not fully cured prior to the expiration of such seven day period.

10.2 This Agreement may be terminated at any time by the Owner for its convenience upon at least seven days' written notice to the Architect/Engineer.

10.3 In the event of termination not the fault of the Architect/Engineer, the Architect/Engineer shall be compensated for all services satisfactorily performed to the termination date, together with approved Reimbursable Services then due, provided Architect/Engineer shall have delivered to Owner such statements, accounts, reports and other materials as required by Paragraph 10.5 below together with all reports, documents and other materials prepared by Architect/Engineer prior to termination.

10.4 A termination under this Article shall not relieve Architect/Engineer or any of its employees of liability for violations of this Agreement, or any willful, negligent or accidental act or omission of Architect/Engineer. The provisions of Article 9 hereof shall survive the termination of this Agreement. In the event of a termination under this Article, Architect/Engineer hereby consents to employment by Owner of a substitute architect/engineer to complete the services under this Agreement.

10.5 As of the date of termination of this Agreement, Architect/Engineer shall furnish to Owner all statements, accounts, reports and other materials as are required hereunder or as have been prepared by Architect/Engineer in connection with Architect/Engineer's responsibilities hereunder. Owner shall have the right to use the ideas and designs therein contained for the completion of the services described by this Agreement, and for completion of the Project, or otherwise.

Article 11 Successors and Assigns

The Owner and the Architect/Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service contract for the services of Architect/Engineer, and Architect/Engineer's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner. The Architect/Engineer shall not, in connection with any assignment by the Owner be required to execute any documents that increase the Architect/Engineer's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

Article 12 Extent of Agreement

This Agreement supersedes all prior agreements, written or oral, between Architect/Engineer and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Architect/Engineer.

Article 13
Business Ethics Expectation

13.01 During the course of pursuing contracts with Owner and while performing contract work in accordance with this Agreement, Architect/Engineer agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner's best interests.

13.02 Architect/Engineer shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of Architect/Engineer's employees, agents, subconsultants, subconsultants' employees and other persons under their control.

Architect/Engineer's employees, agents, subconsultants (and their representatives) shall not make or offer, or cause to be made or offered, any cash payments, commissions, employment, gifts valued at \$50 dollars or more, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

Architect/Engineer's employees, agents and subconsultants (and their relatives) shall not receive or accept any cash payments, commissions, employment, gifts valued at \$50 dollars or more, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of contractors, subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the Project.

13.03 Architect/Engineer agrees to notify Robert Schaffer, City Engineer within 48 hours of any instance where the Architect/Engineer becomes aware of a failure to comply with the provisions of this article.

13.04 Upon request by Owner, Architect/Engineer agrees to provide a certified Management Representation Letter executed by a Architect/Engineer representative selected by Owner in a form agreeable to Owner stating that the representative is not aware of any situations violating the business ethics expectations outlined in this Agreement or any similar potential conflict of interest situations.

13.05 Architect/Engineer agrees to include provisions similar to this Article in all contracts with subconsultants receiving more than \$25,000 in funds in connection with the Project.

Article 14
Miscellaneous Provisions

14.1 **Captions.** The captions of articles and paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

14.2 **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Missouri, without giving effect to principles of conflicts of law.

14.3 **Waivers.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

14.4 **Severability.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included.

14.5 **Independent Contractor.** Architect/Engineer acknowledges that it is engaged as an independent contractor and that Owner has no responsibility to provide Architect/Engineer or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Architect/Engineer is not, and will not claim to be, an officer, partner, employee or agent of Owner and shall not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Architect/Engineer hereby agrees to make Architect/Engineer's own arrangements for any of such benefits as Architect/Engineer may desire and agrees that Architect/Engineer is responsible for all income taxes required by applicable law.

14.6 **Dispute Resolution.**

14.6.1 The dispute resolution process and the related rules adopted by the Missouri Attorney General shall be used by Owner and Architect/Engineer to attempt to resolve any claim for breach of contract made by Architect/Engineer that cannot be resolved in the ordinary course of business. Architect/Engineer shall submit written notice of a claim of breach of contract to the City Administrator, City of Sullivan, who shall examine Architect/Engineer's claim and any counterclaim and negotiate with Architect/Engineer in an effort to resolve the claim.

14.6.2 Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Architect/Engineer, in whole or in part. Owner and Architect/Engineer agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Paragraph 14.6.

14.7 **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:

Robert Schaffer, PE
City Engineer
City of Sullivan
210 West Washington
Sullivan, MO 63080

If to Architect/Engineer: [Name]
[Company Name]
[Address]
[City, State, Zip Code]

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

14.8 **Authority to Act.** Architect/Engineer warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Missouri; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Architect/Engineer has been duly authorized to act for and bind Architect/Engineer.

14.9 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed and considered to be an original, but all of which shall constitute one and the same instrument.

14.10 **Venue.** This Agreement is performable in the county in which the Project is located. The venue for any suit filed against Owner shall be in the county in which the primary office of the chief executive officer of Owner is located.

14.11 **Non-Waiver Provisions.** Owner expressly acknowledges that Owner is an agency of the State of Missouri and nothing in this Agreement will be construed as a waiver or relinquishment by Owner of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Article 15

Other Conditions or Services

The Owner and Architect/Engineer hereby agree to the full performance of the covenants contained herein.

15.1 **Basic Services.** The Architect/Engineer's Basic Services are those services described in paragraphs 1.2 through 1.6 for which compensation shall be the Basic Services Fee described in this Agreement and shall include the following disciplines:

- a. Architectural Services
- b. Landscape Architectural Services
- c. Civil Engineering Services
- d. Structural Engineering Services
- e. Mechanical Engineering Services
- f. Electrical Engineering Services
- g. Plumbing Engineering Services
- h. Audio Visual/Data & Telecommunications Engineering
- i. Other Consultants as required by the Project

15.2 **Reimbursable Services.** The services identified in the following list are not included in Basic Services.

- a. Site Survey
- b. Geotechnical Investigation
- c. Use of Registered Accessibility Specialist for preliminary plan reviews
- d. Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.
- e. Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
- f. Providing services to make detailed investigation of existing conditions or facilities or to make measured drawings thereof, other than to verify the accuracy of drawings or other information furnished by the Owner.

15.3 **Basis of Compensation**

15.3.1 Basic Services.

The negotiated Basic Services Fee for the Project is _____ (\$ _____).

15.3.2 Reimbursable Services.

Site Survey:	Not to Exceed \$ _____
Geotechnical Investigation:	Not to Exceed \$ _____
Registered Accessibility Specialist	Not to Exceed \$ _____
Commissioning Services	Not to Exceed \$ _____

The maximum allowable cost on this Project for Reimbursable Services identified in Article 5 as approved by the Owner is:

Maximum Reimbursable Expense Amount: \$ _____

15.3.3 Maximum Contract Sum

Basic Services Fee amount (Para 15.3.1) \$ _____

plus

Maximum Reimbursable Expense Amount (Para 15.3.2) \$ _____

MAXIMUM CONTRACT SUM: \$ _____

15.4 **Progress Payments.** Payments for Basic Services shall be made as provided in Article 7 in accordance with the following schedule:

- Schematic Design Phase: 15%
- Design Development Phase: 20%
- Construction Documents Phase: 40%
- Bidding or Negotiation Phase: 5%
- Construction Phase: 18%
- Record Drawings 2%

15.5 **Review Stages.** The Architect/Engineer shall submit documents to the Owner for review at completion of the Schematic Design Phase, Design Development Phase and at the following stages of completion of the Construction Documents Phase as follows:

100%

15.6 **Estimated Construction Costs.** The Architect/Engineer shall submit Estimated Construction Costs as described in Subparagraph 1.1.9 at completion of the Schematic Design Phase, Design Development Phase and at the following stages of completion of the Construction Documents Phase:

100%

15.7 **Review Documents.** The Architect/Engineer shall, at its expense, furnish and deliver to the Owner for Owner's review, the following number of sets of review documents at the required review stages: **[Insert number of review sets for each milestone]**

Schematic Design: _____ sets
Design Development: _____ sets
Construction Documents: _____ sets for 25%, 50% & 75% complete
Construction Documents: _____ sets for 100% complete

[SIGNATURES PROVIDED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

CITY OF SULLIVAN, MISSOURI
(THE OWNER)

(THE ARCHITECT/ENGINEER)

Federal Tax I.D. No. _____

By _____
Mayor, City of Sullivan

By _____
(Signature)

(Print or Type Name)

Date _____

Date _____

Attested By: _____
Jan Koch, City Clerk

Date _____

APPROVED AS TO FORM:

City Attorney

Date: _____

**EXHIBIT A
PERSONNEL TITLES AND HOURLY RATES**

The prime architectural or engineering firm for this project will assemble the following information from consulting team members associated with the project. The categories of personnel indicated should be edited to include only those expected to be actually working on this project. When preparing this schedule, you are expected to adhere to the position classifications and titles presented to the greatest extent possible. Additional consultant listings and/or position classifications may be added as needed or required by the project.

[Project Manager can supply A/E this Exhibit in Microsoft Word format for editing]

<u>Firm/Position Classification</u>	<u>Hourly Billing Rate</u>
Architecture [Name of Firm]	
Principal	\$ _____
Associate Principal	_____
Project Manager	_____
Project Architect I	_____
Project Architect II	_____
Project Designer	_____
Construction Administrator	_____
Intern Architect	_____
CADD Technician	_____
Administrative Staff	_____
 Design Architecture [Name of Firm]	
Principal	\$ _____
Associate Principal	_____
Project Manager	_____
Project Architect I	_____
Project Architect II	_____
Project Designer	_____
Construction Administrator	_____
Intern Architect	_____
CADD Technician	_____
Administrative Staff	_____
 MEP Engineering [Name of Firm]	
Principal	\$ _____
Associate Principal	_____
Senior Project Manager	_____
Project Manager	_____

Senior Engineer	_____
Engineer	_____
Graduate Engineer	_____
Engineering Designer	_____
Construction Administrator	_____
CADD Technician	_____
Administrative Staff	_____

Structural Engineering [Name of Firm]

Principal	\$ _____
Associate Principal	_____
Senior Project Manager	_____
Project Manager	_____
Senior Engineer	_____
Engineer	_____
Graduate Engineer	_____
Engineering Designer	_____
Construction Administrator	_____
CADD Technician	_____
Administrative Staff	_____

Civil Engineering [Name of Firm]

Principal	\$ _____
Associate Principal	_____
Senior Project Manager	_____
Project Manager	_____
Senior Engineer	_____
Engineer	_____
Graduate Engineer	_____
Engineering Designer	_____
Construction Administrator	_____
CADD Technician	_____
Administrative Staff	_____

Landscape Architecture [Name of Firm]

Principal	\$ _____
Landscape Architect	_____
Administrative Staff	_____

Cost Consultant [Name of Firm]

Principal	\$ _____
Senior Estimator	_____

Estimator _____
Administrative Staff _____

Data/Telecommunications Consultant [Name of Firm]

Principal \$ _____
Associate _____
Senior Consultant _____
Consultant _____
Designer _____
Contract Administrator _____
CADD Technician _____
Administrative Staff _____

Acoustical/Audio-Visual Consultant [Name of Firm]

Principal \$ _____
Associate Principal _____
Senior Consultant _____
Consultant _____
Designer _____
Contract Administrator _____
CADD Technician _____
Administrative Staff _____

Laboratory Consultant [Name of Firm]

Principal \$ _____
Laboratory Consultant _____
Laboratory Design Engineer _____
Technical Coordinator _____
Laboratory Programmer _____
Laboratory Designer _____
Production Coordinator _____
CADD Technician _____
Technical Writer _____
Administrative Staff _____

Security Consultant [Name of Firm]

Principal \$ _____
Project Director _____
Project Manager _____
Project Consultant _____
Project Engineer _____
CADD Technician _____
Administrative Staff _____

EXHIBIT B
STATEMENT FOR ARCHITECTURAL/ENGINEERING SERVICES

Statement No. _____ for the period ended _____,

for services provided in accordance with A/E Agreement dated _____.

Professional Liability Insurance Policy expiration date:

I. BASIC SERVICES

Amount Available for the Construction Contract \$

Services Performed to Date:

Phase	Fee	Amount	% Complete	This Application	Total Earned To Date
Schematic Design	15%	\$	%	\$	\$
Design Development	20%	\$	%	\$	\$
Construction Documents	40%	\$	%	\$	\$
Bidding or Negotiation	5%	\$	%	\$	\$
Construction Phase	18%	\$	%	\$	\$
Record Drawings	2%	\$ _____	%	\$ _____	\$ _____
Sub-Total			%	\$	\$

Amount Previously Billed deduct \$ _____

Net Amount Due This Statement \$

II. REIMBURSABLE SERVICES

Expenses to Date (Append Supplemental Material)

Type	Amount	This Application	Total Earned To Date
(List Items)	\$	\$ _____	\$ _____
Sub-Total		\$	\$

Amount Previously Billed deduct \$ _____

Net Amount Due This Statement \$

EXHIBIT B

III. ADDITIONAL SERVICES

Services Performed to Date: (Append Supplemental Material)

<u>Authorization</u>	<u>Amount</u>	<u>% Complete</u>	<u>This Application</u>	<u>Total Earned To Date</u>
(Amendment, letter of agreement, etc.)	\$ _____	% _____	\$ _____	\$ _____
	\$ _____	% _____	\$ _____	\$ _____
Sub-Total			\$ _____	\$ _____
Amount Previously Billed		deduct		\$ _____
Net Amount Due This Statement				\$ _____

RECAPITULATION

	<u>Net Amount Due This Statement</u>	<u>Total Earned To Date</u>
I. BASIC SERVICES	\$ _____	\$ _____
II. REIMBURSABLE SERVICES	\$ _____	\$ _____
III. ADDITIONAL SERVICES	\$ _____	\$ _____
TOTAL AMOUNT EARNED THIS STATEMENT	\$ _____	
TOTAL AMOUNT PREVIOUSLY BILLED (deduct)	\$ _____	
TOTAL AMOUNT DUE THIS STATEMENT	\$ _____	

I certify that the above Statement is correct and now due.

Signature	Title	Date
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Recommended Approval:

Robert J. Schaffer, PE, City Engineer	Date
---------------------------------------	------

Approved by:

J.T. Hardy, City Administrator	Date
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**PROJECT NEW FIELD
CONCEPTUAL LAYOUT
ATTACHMENT B**

**FILE: 13007/Ball Complex 2
DATE: JULY 2013
SCALE: 1"=200'
DRAWN: DG
CHECKED: RS**