

**RESOLUTION R-17-17**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH TREANORHL, P.C. IN THE AMOUNT OF \$64,500.00 FOR THE PROGRAMING AND DESIGN OF CITY HALL IMPROVEMENTS.**

**WHEREAS**, the accomplishment of the work and services described in this Agreement is necessary and essential to develop construction documents, bid services and administer construction of the City Hall improvements; and

**WHEREAS**, the City desires to engage the Architect to render professional Architecture services for the project described in this Agreement, and the Architect is willing to perform such services.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:**


**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with TreanorHL, P.C. for work outlined in the Programing and Design of the City Hall Improvements contract for a total amount of \$64,500.00.

**FURTHER**, funds for such purpose are authorized from the Capital Improvements Sales Tax Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 24<sup>TH</sup> DAY OF APRIL 2017.**

  
R. D. Mallams, Mayor

ATTEST:

  
Ruth E. Bocchino, City Clerk



*Department of Finance  
Memorandum*

**DATE:** April 11, 2017  
**TO:** Scott Wingerson, City Manager  
**THROUGH:** Alan Napoli, Building Official  
**FROM:** Glen Whitten, Construction Contracts Administrator  
**RE:** Project CP1756  
City Hall Improvements Design

City Staff received proposals from nine firms to provide design and engineering services relative to the development of the referenced project. The proposal of TreanorHL, P.C. was determined to be the best following a review by staff.

The scope of work requires the architect to develop an initial program for all the space needs of the City's departments, develop and update concept design schemes for presentation and discussion, develop construction documents, and provide construction administration.

Based on all available information staff is recommending a contract be awarded to TreanorHL, P.C. in the amount of \$64,500.00 at the next regularly scheduled city council meeting.

If you have any questions or require additional information please contact me at your convenience.

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 25 day of May, 2017, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Treanor Architects, P.C., 1811 Baltimore, Kansas City, MO 64108 (name and address), having a principal being a registered Architect of the State of Missouri holding certificate number \_\_\_\_\_, hereinafter referred to as the "Architect".

#2009030447

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Architect to render professional architectural services for the project described in this Agreement, and the Architect is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

**ARTICLE I**

**DESCRIPTION OF PROJECT**

City Hall Improvements design services

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1. The described "project" shall be designed at a probable construction cost of To Be Determined dollars (\$ TBD ) and shall contain a probable construction schedule for construction of the designed improvements. The probable construction cost shall exclude fees or other costs for engineering, land acquisition, and costs for other legal and administrative procedures. It is understood that probable construction cost does not guarantee that proposals, bids, or actual Project costs will not vary from Architect's cost estimates or that actual schedules will not vary from Architect's projected schedules. Architect's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Architect.

## **ARTICLE II**

### **ARCHITECT'S SCOPE OF SERVICES**

1. The Architect shall perform professional architectural services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit I, which is attached hereto and incorporated by reference herein.
2. The Architect hereby agrees that, immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified in Exhibit A. The City is not liable and will not pay the Architect for any services rendered before the Architect receives written authorization.
3. If any delay is caused to the Architect by order of the City to change the design or plans; or by failure of the City to designate easements, right-of-way, or to supply or cause to be supplied any data not otherwise available to the Architect which is required in performing the work described; or by other delays due to causes entirely beyond the control of the Architect; then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the City and the Architect at the time a cause for delay occurs.
4. Since the work of the Architect must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Architect shall advise the City in advance, of all meetings, and conferences between the Architect and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Architect.

## **ARTICLE III**

### **CHANGES IN SCOPE**

If changes occur either in the Architect's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party.

## ARTICLE IV

### ARCHITECT'S FEE

#### 1. Basic Fee.

- a. As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of the terms and conditions of this Agreement, the Architect shall be paid a "Basic Fee", which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the lump sum amount of Sixty Four Thousand, Five Hundred and 00/100 (\$64,500.00), minus such amounts as may be debited under the provisions of Article IV, Paragraph 1c.
  - b) **Payment Schedule for Compensation.** The Compensation shall be paid in monthly installments based upon an estimate of the percentage of work completed by the Architect. The Architect shall provide City with a monthly statement stating the work performed by Architect since the last invoice together with an estimate of the percentage of work performed to date. The City shall pay invoices within thirty - (30) days of receipt of such invoice.
  - c) **Penalty for Delay.** In the event that the Architect shall fail to deliver approved, sealed final plans as specified under this contract by 9/1/17, the City shall deduct from the Basic Fee due herein, the sum of \$ 1.00 for each working day there after, not to exceed \$1.00. A "Working Day" shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding legal holidays.
2. **Payment for Special Services** - The City shall negotiate a written supplemental agreement with the Architect should the need be determined to employ the special services of the Architect on this project.
  3. **Certified Cost Records** - The Architect shall furnish certified cost records for all billings pertaining to the special services performed under Article IV, Section C of this Agreement. For such purposes, the books of account of the Architect shall be subject to audit by the City. The Architect shall complete work and cost records for all billings on such forms and in such manner as will be satisfactory to the City.
  4. **Gross Receipts Tax** - To the fees and other payments payable hereunder, the Architect may add any applicable gross receipts tax.

## **ARTICLE V**

### **OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS**

1. The field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Architect; however, the City shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides.
2. The City shall make copies, for the use of the Architect, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Architect pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Architect shall have no liability for defects in the services attributable to the Architect's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.
3. The Architect shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Architect.

## **ARTICLE VI**

### **TERMINATION**

1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice.
2. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Architect.
3. In the event of termination, as provided in this Article, the Architect shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Architect's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing the services included in this Agreement, whether completed or in progress.

## **ARTICLE VII**

### **ASSIGNMENT**

This Agreement shall not be assignable except at the written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto., except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigned party of any of its obligations under this Agreement.

## **ARTICLE VIII**

### **DISCLOSURE**

The Architect hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Architects to provide professional design services to the City within the two years preceding the execution of this Agreement.

## **ARTICLE IX**

### **INDEMNITY**

The Architect agrees to indemnify, and hold harmless the City and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission of the Architect or its agents or employees. The Architect is not required hereunder to defend the City, its officers, agents or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on the City, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

## **ARTICLE X**

### **INSURANCE**

The Architect agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Architect shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

**Workmen's Compensation Insurance.** Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

**Liability Insurance.** Professional Liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 per aggregate and Automobile Liability insurance in an amount not less than \$1,000,000 Combined Single Limit with hired car and non-owned vehicle coverage or a separate policy carrying similar limits, and an amount of not less than \$1,000,000 for Property Damage to protect the Architect and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Architect or by any of its agents or by anyone employed by either.

## **ARTICLE XI**

### **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the Architect shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

## **ARTICLE XII**

### **WARRANTIES**

Architect warrants that it will perform the Services in accordance with the standards of care and diligence normally practiced by recognized architectural firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one-year period



following completion of the Services under a particular Request for Service, it is shown there as an error in the Services provided under such Request for Services caused solely by the Architect's failure to meet such standards and the City has notified the Architect in writing of any such error within that period, the Architect shall re-perform, at no additional cost to the City, such Services within the original scope of Services as may be necessary to remedy such error.

### **ARTICLE XIII**

#### **PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall not be assumed by the Architect. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the site or sites concerned which was not brought onto such site or sites by the Architect for the exclusive benefit of the Architect to the extent the City is responsible for such contamination.

### **ARTICLE XIV**

#### **FORCE MAJEURE**

Architect shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the Architect shall give the City written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustment to the Architect's compensation.

ARTICLE XII

ADMINISTRATION OF AGREEMENT

The City Manager, or his authorized representative, shall administer this Agreement for the City.

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

City of Gladstone, Missouri

Architect: TRENOR

Attest:



By: T. ANDREW PITTS

T. ANDREW PITTS

City of Gladstone

Attest:

By: Scott Wingerson  
Scott Wingerson; City Manager

Ruth E. Beckwith  
City Clerk 5/25/17

\_\_\_\_\_  
Secretary

Reviewed by the legal department:

J. A. D.  
City Attorney

# E x h i b i t A

**Alan Napoli**

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**From:** Andrew Pitts <apitts@treanorhl.com>  
**Sent:** Wednesday, April 26, 2017 5:53 PM  
**To:** Alan Napoli  
**Cc:** Andrew Oliver; Gwen Gigous  
**Subject:** RE: Gladstone City Hall Renovations - Architectural Services

Alan-

We would anticipate the following schedule:

Existing Conditions Review, Programming and Schematic Design: May 1 – June 30  
Approval of Phase One Scope: By June 30  
Construction Documents: July 1 – Sept 1  
Bidding, Contracting, Notice to Proceed: Sept 1 – Nov 15  
Construction: Dec 1 – April 1 (this one is a little difficult to nail down not knowing the full scope and phasing)

Based on this schedule we would anticipate having sealed drawings to the City at September 1, 2017.

The fee would break down as follows:

Existing Conditions Review, Programming and Schematic Design: 25% = \$16,125  
Construction Documents: 45% = \$29,025  
Bidding, Contracting, Notice to Proceed: 5% = \$3,225  
Construction: 25% = \$16,125

The fee schedule would result in the following:

May:	\$8,062.50
June:	\$8,062.50
July:	\$14,512.50
August:	\$14,512.50
September:	\$1,612.50
October:	\$1,612.50
November:	\$0
December:	\$3,225
January:	\$3,225
February:	\$3,225
March:	\$3,225
April:	\$3,225

We would adjust the fee schedule accordingly with any progress schedule changes or a change in the construction schedule.

Please let me know if this answers your questions.

Thank you,

Andrew Pitts AIA, LEED AP bd-c  
PRINCIPAL

TREANORHL  
o 816 221 0900  
d 816 581 4030

