

RESOLUTION R-17-33

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOLLIS AND MILLER ARCHITECTURE IN THE AMOUNT OF \$24,800.00 FOR THE ARCHITECTURAL PLANNING OF THE RENOVATION OF OFFICE SPACE LOCATED ON THE SECOND FLOOR OF 7001 NORTH CHERRY, GLADSTONE, MISSOURI.

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to complete the renovation of the office space located on the second floor of 7001 North Cherry, Gladstone, Missouri; and

WHEREAS, the City is the sub-lessor of the office space and authorized by the landlord to make such improvements to the property; 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 an agreement with Hollis and Miller Architecture for work outlined in the agreement for a total amount not to exceed \$24,800.00 to develop an architectural plan for the renovation of the office space located on the second floor of 7001 North Cherry, Gladstone, Missouri.

FURTHER, funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 24TH DAY OF JULY 2017.



R.D. Mallams, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



***General Administration
Memorandum - RMB***

DATE: JULY 18, 2017

TO: SCOTT WINGERSON

FROM: ROBERT BAER *RMB*

RE: HOLLIS AND MILLER AGREEMENT

The office space located on the top floor of the Dentistry for Children (Pollina) Building and leased by the City of Gladstone requires renovation to suit the needs of a prospective tenant, C.E.K. Insurance. The attached Resolution, if approved by the City Council, allows the City Manager to enter into an agreement with Hollis and Miller Architecture, in an amount not to exceed \$24,800, for the design and development of an architectural plan for the aforementioned office space located at 7001 North Cherry Gladstone, Missouri.

PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 24th day of July, 2017, (the "Effective Date") by and between the City of Gladstone, a Missouri municipal corporation (the "City") and Hollis and Miller Architects, 1828 Walnut Suite #922 Kansas City, Missouri 64108, having a principal being registered Architect of the State of Missouri holding certificate number A-7195 (the "Architect").

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 architecture 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

Convert space on the second floor of the Dentistry for Children's Building located at 7001 North Cherry Gladstone, MO 64118 into two (2) Tenant Office spaces of approximately 2,684 square feet, and approximately 728 square feet. This space will include a shared seating area at the main entry area, and part of the existing hallway now wrapping around the eastside of the building to the existing conference room area (which remains unchanged).

1. The described "project" shall be designed at a probable construction cost of One Hundred Fifty Thousand dollars (\$150,000) 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, 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 Consultant's cost estimates or that actual schedules will not vary from Consultant's projected schedules. Consultant's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Consultant.

ARTICLE II ARCHITECT'S SCOPE OF SERVICES

1. The Architect shall perform professional Architecture services relevant to the Project in accordance with the terms and conditions set forth herein. The Architect's scope for providing design services for the Project includes the following (hereinafter the "Services" or "Work") and those Services as provided in Exhibit A, attached hereto and incorporated

by reference herein:

2. Immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, the Architect shall enter upon the duties herein prescribed, proceed with the Work continuously, make various submittals on or before the schedule specified, and complete the Work (other than the Construction & Post Construction Phase services) on or before _____, 201_. The City is not liable for and shall 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; 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 shall 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 by the Architect.
5. If changes occur in the Scope of Services, a supplemental agreement for additional services may be negotiated at the request of either party.

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. Fee for Services.

- a. As compensation for the Services and actions required in the fulfillment of the terms and conditions of this Agreement, the Architect shall be paid a fee as provided herein (the "Fee for Services"), 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 Fee for Services shall be the lump sum amount of Twenty-Four Thousand Eight Hundred dollars (\$24,800).
- b. **Payment Schedule for Compensation.** The compensation for the Work shall be paid in monthly installments based upon time and materials expended by the Architect. The Architect shall provide City with a monthly invoice. The invoice shall summarize by phase hours worked, standard billing rates, and a summary of expenses incurred over the billing period. The City shall pay invoices within thirty (30) days of receipt of such invoice.

- c. **Payment for Additional Services.** The City and Architect shall negotiate a written supplemental agreement and the associated fees for additional services should the need arise for work beyond the agreed upon scope of services.
2. **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.
3. **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 Architect shall be deemed the author and owner of the drawings, specifications, and other documents (the "Instruments of Service") prepared by the Architect pursuant to this Agreement and shall retain all common law, statutory, and other reserved rights, including copyrights in the Instruments of Service. Upon execution of this Agreement, the Architect grants to the City a non-exclusive license to reproduce the Instruments of Service for the purpose of designing, administering, and maintaining the Project. Any termination of this Agreement prior to completion of the Services shall terminate this license.
2. Prior to the Architect providing to the City any Instruments of Service in electronic form or the Architect providing to the City any electronic data, the Architect shall have obtained from the City, in writing, the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement. Such writing shall be in form acceptable to the Architect.
3. If the City has performed its obligations under this Agreement, the City shall have the non-exclusive license to copy, use, modify, and distribute the Instruments of Service for its own use, including use by its agents or representatives, for purposes of the Project, but not for commercial resale to third parties without prior written approval by Architect, subject to the terms of this Agreement. The parties agree that construction documents are not intended or represented to be usable as construction documents for other than those construction purposes for which they were designed and sealed. If the City chooses to reuse any construction documents without the Architect's direct professional involvement, the Architect shall be entitled to request that the City remove the name and seal of the Architect from them, and any such reuse shall be at the City's risk.
4. Notwithstanding anything in this Agreement to the contrary, Architect shall retain its rights in pre-existing standard drawing details, specifications, databases, computer software, and other proprietary property, as well as its rights in other intellectual property developed during the performance of the Services not specifically granted to the City herein. The City's license, as set forth in this Agreement, shall not prohibit or limit the Architect from

future use of standard design details or specification sections used in the Services and deliverables produced by the Architect in the ordinary course of its business.

5. The City shall be furnished, at no additional cost, five (5) copies of the final construction documents, submittals, and drawings. The Architect shall also deliver these in electronic format.
6. 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.
7. The Architect shall furnish to the City copies of all maps and records which were developed in the course of performing the 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. The City's reuse of the Instruments of Service without written verification or adaptation by Architect for the specific purpose intended shall be at City's risk.
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 III 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 consultants to provide professional design services to the City within the two (2) years preceding the execution of this Agreement.

ARTICLE IX INDEMNITY; STANDARD OF CARE; LIMITATION ON LIABILITY

1. 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 to the extent caused by 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.
2. Architect shall perform the Services in accordance with the standards of care and diligence normally practiced by recognized Architecture firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one (1) year period following completion of the Services it is shown there as an error in the Services provided 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.
3. As partial consideration for the Agreement by Architect to provide the Services under this Agreement at the agreed upon fees, City agrees that the liability of Architect shall be limited to the amount of economic damages sustained by City resulting from the negligent errors or omissions of Architect, but that in all events the maximum exposure of Architect shall not exceed the amount of Architect's professional liability insurance.

ARTICLE X INSURANCE

The Architect shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below and shall maintain such insurance until this Agreement is terminated.

1. **Commercial General Liability Insurance.** Commercial general liability coverage in an aggregate amount of not less than \$2,000,000 for all claims arising out of a single

accident or occurrence and \$1,000,000 for any one (1) person in a single accident of occurrence.

a. The following endorsements shall attach to the policy:

- (i) The policy shall cover personal injury as well as bodily injury.
- (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (iii) Broad form property damage liability shall be afforded.
- (iv) The City shall be listed as an additional insured.

2. **Workers' Compensation Insurance.** Workers' Compensation Insurance at the limits required by Missouri law for all employees, and in the event any work is sublet, the Architect shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Architect hereby indemnifies the City for any damage resulting to it from failure of either the Architect or any contractor or subcontractor to obtain and maintain such insurance.
3. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability Insurance with a minimum limit of \$400,000 for any one (1) person per occurrence and \$2,000,000 for claims arising out of a single accident or occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance shall be written on a Commercial Business Auto form, or an acceptable equivalent, and shall protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Architect or any sub-consultants. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.
4. **Professional Liability Insurance.** Professional liability insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.

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 PRE-EXISTING CONDITIONS; ENVIRONMENTAL

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.

Other than coordination of site investigation services by an environmental engineering firm, Architect shall have no responsibility for the discovery, investigation, reporting, presence, abatement, replacement, handling, storage, discharge or removal of, or exposure of persons or property or the environment to, hazardous materials in any form at the Project, including, but not limited to, asbestos, asbestos products, PCB's, or any other toxic, carcinogenic, pollutant or hazardous substances, contaminants or materials; provided that nothing herein shall be construed to excuse the Architect from responsibility and liability for Architect's own negligent actions, errors, or omissions.

ARTICLE XIII 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 any appropriate adjustment to the Architect's compensation.

ARTICLE XIV MEANS AND METHODS; SAFETY

Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, for failure of any contractor to comply with the drawings and specifications, or for safety precautions or programs in connection with the construction work.

Neither the professional activities of the Architect, nor the presence of Architect or its employees and design consultants at the Project shall relieve any construction contractor or the City of their obligations, duties and responsibilities with respect to job site safety, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating the Project in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. City recognizes and agrees that the Architect and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with the Project or any health or safety precautions.

City agrees that persons, firms or entities other than Architect are solely responsible for job site safety and City warrants that this intent shall be made evident in such other agreements as may exist between City and persons, firms or entities other than the Architect for this Project. Architect shall have no contractual duties or responsibilities of any nature or kind whatsoever for job site safety. Architect shall have no contractual duty or obligation to design, implement, inspect for or enforce any job site safety rules, procedures, requirements or conditions. The primary responsibility for all job site safety matters, without exception, shall be within the exclusive control of persons, firms or entities other than Architect. Architect shall not be required to assume any contractual or other duties or obligations to provide for or assure job site safety, expressly or by implication, under this Agreement, or any course of conduct.

ARTICLE XV WORK AUTHORIZATION

Pursuant to 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, Architect hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted Services. Furthermore, Architect affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Services.

ARTICLE XVI RELATIONSHIP OF PARTIES

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Architect shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, and Missouri Workers' Compensation and Unemployment Insurance laws.

ARTICLE XVII COMPLIANCE WITH LAWS

Architect shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Services. Architect shall secure all licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

ARTICLE XVIII GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of Missouri and it is agreed that Clay County, Missouri is the proper venue for any action pertaining to the interpretation or enforcement of any provision within or the Services performed under this Agreement.

**ARTICLE XIX
CONFLICT OF INTEREST**

Architect certifies that no member or officer of its firm or company is an officer or employee of the City or any of its boards or agencies and further that no officer or employee of the City has any financial interest, direct or indirect, in this Agreement. All applicable federal regulations and provisions of Section 105.450 et seq., RSMo., shall not be violated.

**ARTICLE XX
COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

**ARTICLE XXI
ADMINISTRATION OF AGREEMENT**


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

**ARTICLE XXII
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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

Company Name: Hollis and Miller

 20110125

JOHN HO - ASSOCIATE / MARKET LEADER
Title: HOLLIS + MILLER ARCHITECTS

City of Gladstone, Missouri:



Scott Wingerson, City Manager

Attest:



Ruth Bocchino, City Clerk

7/25/17

EXHIBIT A
SCOPE OF SERVICES

(See Attached)

July 12, 2017

Bob Baer
Assistant City Manager
City of Gladstone
7010 N. Holmes
Gladstone, MO 64118

RE: Gladstone Dental Office Building – 2F Office Tenant Improvement Proposal

Hi Bob

Congratulations on securing tenants for the second floor office spaces above the Gladstone Dental building (Dentistry for Children), previously leased as classrooms for the Oakhill Day School, and a multi-use Conference Room for both Oakhill and the City of Gladstone.

We understand the scope of work to be as outlined below, and per the attached Concept A plan.

Description of space:

Second Floor Office Renovation – Tenant Improvement of approximately 5,646 gross square feet (not including the Elevator and Stair Lobby, the Men & Women Toilets, Electrical Room, Janitor's Closet and Elevator Closet).

Description of work:

Convert the space into two (2) Tenant Office spaces per the attached Concept Plan. Tenant A is approximately 2,684 square feet, and Tenant B is approximately 728 square feet, with a Share Seating Area at the main entry area, and part of the existing Hallway now wrapping around the east side of the building to the existing Conference Room (which remains unchanged). Final GLA calculations to be verified with final construction drawings. Existing second means of egress to the Roof Deck to remain unobstructed and unchanged. Non-load bearing drywall partition and acoustical ceilings renovation (no structural engineering design), and limited MEP and fire sprinkler renovation work to be provided by "design-build" subcontractor.

Tenant A: Contemplated user – CEK Insurance;

- 1 – 2 design meetings with Tenant; verify program, assumed furniture layouts, functions
- Provide design documents with finishes and colors;
- Provide construction documents for permit and construction;
- Provide limited construction administration during construction;
- Furniture, fixtures and equipment by Tenant;

Tenant B: No tenant yet – Generic Office Design;

- Provide basic finishes using as much of the existing floor, wall and ceiling finishes;
- Provide construction documents for permit and construction;

- Provide limited construction administration during construction;
- Furniture, fixtures and equipment by Tenant;

Hallway

- Provide finishes matching the original hallway for floor, walls, ceiling and lighting;
- Provide construction documents for permit and construction;
- Provide limited construction administration during construction;
- Furniture, fixtures and equipment by Landlord;

Conference Room: No changes or work to be done.

Deliverables and time frames:

- Meetings and design documentation – 3 weeks (assume 7/17 – 8/4);
- Permit and construction documentation – 2 weeks (assume 8/7 – 8/18);
- Permitting period – Estimated at City of Gladstone – 2 weeks (assume 8/21 – 9/1);
- Construction administration period – Estimated at 8 weeks (assume 9/5 – 10/27)
 - Move in (assume 10/30 – 10/31; Occupy 11/1)
- Final punchlist walk and backpunch verification;
- One year warranty walkthrough;

NOTE: For this schedule to work, we will need to be issued a Notice to Proceed and released to start on Monday 7/17.

Lump Sum Fee (not including standard reimbursables) \$ 24,800

Please review, and if this is agreeable with you, please indicate approval with signature below.


Sincerely,



John Ho, AIA
Associate | Market Leader



Scott Wingerson, City Manager



Date

COMPENSATION FOR ADDITIONAL SERVICE

Fee for requested additional services and responsibilities is billed at hourly employees' rates. See Attached Billing Rates.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the above-stated fees. These expenses include mileage, printing, long distance telephone calls, out-of-town travel expenses, postage, and delivery. Reimbursable expenses will be billed at cost times a multiplier of 1.1.

PAYMENTS

Fees for services and reimbursable expenses will be invoiced monthly.

Payments shall be due and payable upon receipt of invoice and bear interest at one percent (1%) per month after 30 days.

PROJECT RECORDS

Complete project records, including reimbursable expenses, are kept and are available to the Owner.

CHANGE OF SCOPE

For any work or revisions to drawings, schedules, specifications or other documents, as a result of changes made by the Owner, as defined under the terms of this Agreement, the Architect shall be compensated as may be mutually agreed to by the Owner and Architect.

OWNERSHIP AND USE OF DOCUMENTS

Drawings, schedules, specifications or other documents used as instruments of service are and shall remain the property of the Architect whether the project for which they are prepared is executed or not. Documents should not be used by the contractors, vendors, or dealers, other than for information and reference in connection with the project.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days written notice should there be substantial nonperformance by the other party, through no fault of the party initiating the termination. In the event of termination, and not the fault of the Architect, the Architect shall be compensated for all services, together with reimbursable expenses, performed prior to the termination date.

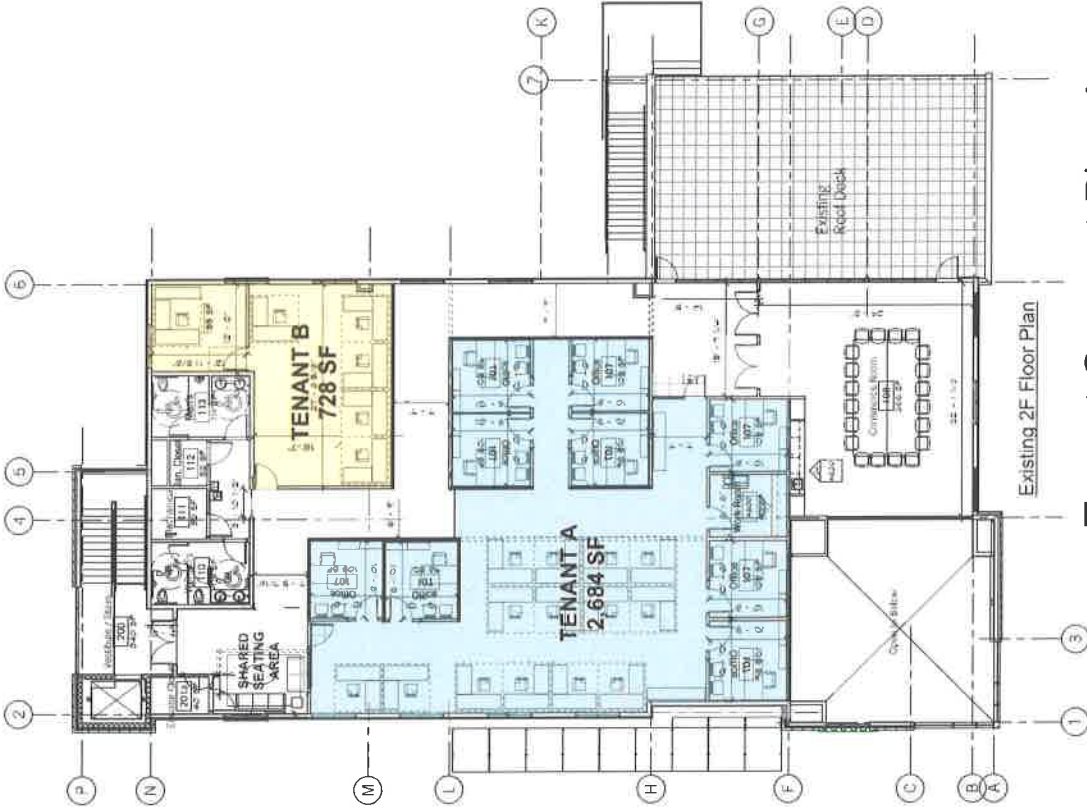


enhancing the way people learn, work and connect + educational municipal commercial

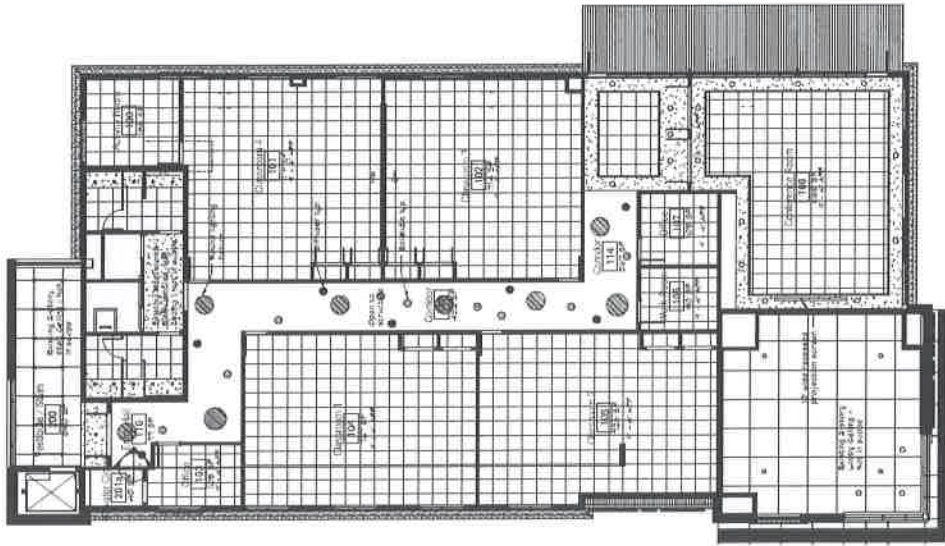
Standard Hourly Billing Rates – January 1, 2017

<u>Category</u>	<u>Rates</u>
Partner	\$200.00
Market Leader	175.00
Client Leader	160.00
Senior Project Architect	165.00
Director	180.00
Architect III	140.00
Architect II	115.00
Architect I	100.00
Arch. Technician III	100.00
Arch. Technician II	80.00
Arch. Technician I	70.00
Structural Engineer Manager	170.00
Structural Engineer II	125.00
Structural Engineer I	100.00
Structural Intern	85.00
Structural Technician	80.00
Interior Designer III	120.00
Interior Designer II	85.00
Interior Designer I	70.00
Creative Director	115.00
Graphic Artist III	95.00
Graphic Artist II	65.00
Technician	45.00
Admin. Assistant II	75.00
Admin. Assistant I	45.00

Rates are subject to change annually.



Existing 2F Floor Plan



Existing 2F Reflected Ceiling Plan

Tenant Concept Plan A

04.12.2017

2F - 7001 N. Cherry Building

City of Gladstone

03 00 00

**CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

As used in this Affidavit, the following terms shall have the following meanings:

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

BEFORE ME, the undersigned authority, personally appeared JOHN W. SOUTHWARD who, being duly sworn, states on his oath or affirmation as follows:

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Professional Architecture Services Agreement between Consultant and the City of Gladstone, Missouri.

4. Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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Affiant

JAMES A HARRINGTON
Printed Name

Subscribed and sworn to before me this 26TH day of July, 2017.

[Signature]
Notary Public

SEAL

JAMES A. HARRINGTON
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 24, 2021
Commission # 17752282