

RESOLUTION R-17-39

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH CLOCKWORK ARCHITECTURE IN THE AMOUNT OF \$17,590.00 TO PROVIDE ARCHITECTURAL SERVICES FOR THE RENOVATION OF 4,400 SQUARE FEET OF RETAIL SPACE LOCATED AT 504 NORTHEAST 70TH STREET, SUITE A, GLADSTONE, MISSOURI, 64118.

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to complete the renovation of the retail space located at 504 Northeast 70th Street, Suite A, Gladstone, Missouri; and

WHEREAS, the City is the owner of the retail space and authorized to make such improvements to the property; and

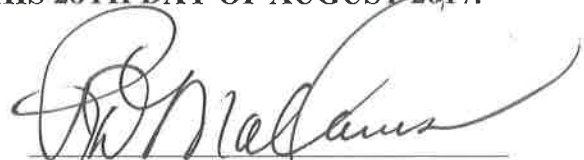
WHEREAS, the City desires to engage the Architect to render professional Architecture services for the project described in this Agreement, and the Architect is willing to perform such services.

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 a contract with Clockwork Architecture for work outlined in the contract for a total amount not to exceed \$17,590.00 to develop an architectural plan for the renovation of retail space located at 504 Northeast 70th Street, Suite A, 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 28TH DAY OF AUGUST 2017.


R.D. Mallams, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



***General Administration
Memorandum - RMB***

DATE: AUGUST 22, 2017

TO: SCOTT WINGERSON

FROM: ROBERT BAER *RB*

RE: CLOCKWORK ARCHITECTURAL DESIGN AGREEMENT

The 4,400 square feet of retail space located at 504 NE 70th Street, Suite A, Gladstone, MO and owned by the City of Gladstone requires renovation to suit the needs of a new prospective tenant, Feed Supply Company. The attached Resolution, if approved by the City Council, allows the City Manager to enter into an agreement with Clockwork Architectural Design, 423 Delaware, Suite 102 Kansas City, MO 64105, in an amount not to exceed \$17,590, for the design and development of an architectural plan for the aforementioned retail space.

PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 29th day of August, 2017, (the "Effective Date") by and between the City of Gladstone, a Missouri municipal corporation (the "City") and Clockwork Architects, 423 Delaware, Suite 102, Kansas City, Missouri 64105, having a principal being registered Architect of the State of Missouri holding certificate number 2003027158 (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

Renovate/ remodel approximately 4,400 square feet of space located at 504 NE 70th Street, Suite A, Gladstone, MO 64118 to accommodate a market / deli. This space will include a seating area, kitchen and market retail area.

1. The described "project" shall be designed at a maximum 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 November 1, 2017. 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 Seventeen Thousand Five Hundred Ninety dollars (\$17,590).
- 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: Clockwork Architecture



Title: principal

City of Gladstone, Missouri:



Scott Wingerson, City Manager

Attest:

 8/31/17

Ruth Bocchino, City Clerk

EXHIBIT A
SCOPE OF SERVICES

(See Attached)



423 delaware , suite 102
kansas city , missouri , 64105

m . 816.352.5187
todd@clockwork-ad.com

f . 816.222.0491
www.clockwork-ad.com

07 August 2017

Robert Baer
Assistant City Manager
City Hall
7010 N. Holmes
Gladstone, MO 64118
Office: (816) 423-4056
bobb@gladstone.mo.us

Re: Consulting and design services for Feed Supply tenant improvement at Gladstone 18

We appreciate the opportunity to submit a proposal regarding the tenant improvement for a new market/deli, Feed Supply at Gladstone 18. Please see our understanding of the scope of work:

Construction Documents for Landlord Improvements:

- Visit the site to verify the as-built construction.
- Research and provide inspiration images of similar deli and markets to convey design intent to Landlord's Tenant.
- Provide construction documents for all landlord provided improvements including:
 - Cover sheet, index and code review
 - Demolition plan
 - Floor Plan
 - New decorative lighting selections for front of house. Existing lighting locations to remain and fixtures to be replaced.
 - Coordinate installation of new hood and cook line in existing kitchen.
 - Coordinate locations of new front of house reach in coolers with furniture layout.
 - Provide new built in seating and shelving per Tenant approved test fit.
 - Provide new casework for espresso bar.
 - Provide new casework for deli counter.
 - Select insect screen or air curtain for existing overhead door openings.
 - Provide new paint selection for front of house and restrooms.
 - Provide floor tile selection to match existing where missing at the front of house back bar.
- Coordination with Food Services Equipment Consultant for kitchen equipment changes.
- One design review meeting with Landlord's Tenant for final presentation of Construction Document package and finish selection.
- Permit Construction Documents with the City of Gladstone.

Construction Administration:

- Coordinate construction bidding with Landlord selected contractor.
- Attend one pre-construction meeting and assist the Landlord with clarifications during the construction process.



423 delaware . suite 102
kansas city . missouri . 64105

m . 816.352.5187
todd@clockwork-ad.com

f . 816.222.0491
www.clockwork-ad.com

- Respond to contractor RFI's (Request For Information).
- Review shop drawings and submittals for design intent.
- Review and approve payment applications.
- (2) site visits. One at 50% rough in and one at punch list. Provide respective field report/punch list.
- Prepare substantial completion documentation of project.

Inclusions/Exclusions:

- M/E/P engineering is not included and is design/build.
- Hood fire suppression and make up air design is not included and is design/build.

Food Service Equipment Consulting (by Hockenbergs):

- Refer to the attached proposal prepared by Hockenbergs
 - A 10% markup is added to the consultant proposal for administrative coordination and liability.

Fees

Construction Documents	\$7,200
Construction Administration	\$3,900
Food Service Equipment Consulting (Hockenbergs)	\$6,490

All Additional Services must be approved prior to the services being rendered. No Additional Services will be performed without the written authorization from the Client.

Reimbursable Expenses:

In addition to our fee outlined above, we are to be reimbursed for expenditures made by us specifically for the project. The reimbursables include reproduction of documents, mileage, courier services and overnight package services are billed as a flat 2% of the service fees.

- Consultant reimbursable expenses are additional per their proposal. See attached.

We would very much like the opportunity to work with you on this project.

Regards,

Todd Howard



423 delaware . suite 102
kansas city . missouri . 64105

m . 816.352.5187
todd@clockwork-ad.com

f . 816.222.0491
www.clockwork-ad.com

This Agreement is entered into, as of the date first written above, by the following signatories who are legally empowered and authorized to execute this Agreement.

CLIENT:

Signature: *Seth Wingers*

Name: Seth Wingers

Date Signed: 8/29/17

HOCKENBERGS

DESIGN AGREEMENT

Date: August 4th, 2017
Project: Feed Supply Co.
Location: Gladstone, MO

The following represents an agreement entered into by and between Hockenbergs Equipment and Supply Co., Inc. ("Hockenbergs") and Clockwork ("client"), concerning Hockenbergs employment by client to act as food service consultant and prepare a project design and/or layout for client. Hockenbergs shall provide to client the following services &/or plan(s):

1. Site survey
2. Floor Plan / Equipment Plan
3. Electrical Rough-in Plan
4. Plumbing Rough-in Plan
5. General Construction Plan
6. Shop Drawings for Exhaust Hoods And Walk-ins (if applicable)
7. Cut Sheets
8. Budget analysis of all F&B equipment required for the installation

Even though this agreement only covers the design portion of the project, it is our understanding that we are entering into this as a "design-build" project. That is, the full obligation of this agreement is for Hockenbergs to supply all of the food service equipment required for this project and specified by Hockenbergs. It is understood by Hockenbergs that competitiveness and proper vetting of the equipment contract will be required by the owner and that Hockenbergs be allowed a last right of refusal for any competitive bids.

By client's execution of this agreement, client agrees to pay a reasonable design fee (based on reasonable and standard rates for project design time), the amount being \$5,900.00 and is payable upon signing of this agreement. Fees for additional services will be charged in addition to the above if an excessive or unreasonable amount of drawing revisions occurs after the design approval. These fees will be charged at the rate of \$75.00 per hour.

All direct expenses for such services as renderings, express shipping, blueprints, reproductions, etc., shall be invoiced at direct cost, and will be in addition to the fee quoted above. In addition, if travel is required outside of our immediate area, all travel expenses will be billed. Travel expenses will include mileage, airfare, hotel, meals and transportation. These invoices, as well as any fees for additional services will be due and payable upon presentation of invoice.


If this agreement meets with the approval of client, indicate acceptance by signing on the line below designated for client's signature. The undersigned represents and warrants that he is duly authorized to execute and deliver this agreement in the capacity stated herein and that no other person is required to join in the execution and delivery of this agreement.

AGREED TO AND ACCEPTED BY:

COMPANY: _____

Signature:  _____

TITLE: _____

BY:  _____
(Print Name)

DATE: _____