

## **RESOLUTION R-24-64**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH SHAPE ARCHITECTURE IN A TOTAL AMOUNT NOT TO EXCEED \$106,100.00 FOR THE ARCHITECTURAL DESIGN AND PLANNING OF AN EVENT CENTER AT THE ATKINS-JOHNSON FARM AND MUSEUM.**

**WHEREAS**, the services described in this Agreement are necessary and essential to complete the design and planning of an Event Center at the Atkins-Johnson Farm and Museum; and

**WHEREAS**, the City of Gladstone is the owner of the Atkins-Johnson Farm and Museum and authorized to make such improvements to the property; and

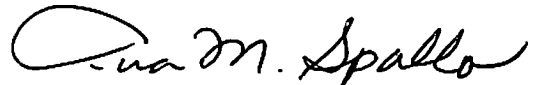
**WHEREAS**, the City desires to engage the Architect to render professional architectural services for the project described in this Agreement, and the Architect is willing to perform such services.

**NOW, THEREFORE, BE IT RESOLVED BY THE 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 Shape Architecture for work outlined in the contract for a total amount not to exceed \$106,100.00 for architectural planning and design services for an Event Center at the Atkins-Johnson Farm and Museum.

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

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14TH DAY OF OCTOBER 2024.**

  
Tina M. Spallo, Mayor

ATTEST:

  
Kris Keller, City Clerk



## ***Request for Council Action***

**RES** ☒ # R-24-64

**BILL** ☐ # City Clerk Only

**ORD** ☐ # City Clerk Only

Date: 10/10/2024

Department: General Administration

Meeting Date Requested: 10/14/2024

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

**Subject:** A Resolution authorizing the City Manager to execute an Agreement with Shape Architecture in a total amount not to exceed \$106,100.00 for the architectural design and planning of an Event Center at the Atkins-Johnson Farm and Museum.

**Background:** The construction of an Event Center at the Atkins-Johnson Farm and Museum is a project funded as part of the 2024 Certificate of Participation (COP) and allocated to the Capital Improvement Sales Tax Fund. A Request for Qualifications (RFQ) was published and City Staff conducted interviews with three (3) architecture firms that responded to that RFQ. As a result, Shape Architecture was selected to provide the architectural design and planning services for the Event Center at the Atkins-Johnson Farm and Museum.

**Budget Discussion:** Funds are budgeted in the amount of \$ \$106,100.00 from the CIST Fund. Ongoing costs are estimated to be \$0 annually. Previous years' funding was \$0.

**Public/Board/Staff Input:** Staff recommends approval of the proposed Resolution.

**Provide Original Contracts, Leases, Agreements, etc. to:** City Clerk and Vendor.

Bob Baer  
Department Director/Administrator

CW  
City Attorney

BB  
City Manager

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into as of the 22nd day of November, 2024, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Shape Architecture Studio L.L.C., 750 Pennsylvania Street, Denver, Colorado 80203, hereinafter referred to as the "Consultant".

**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 Consultant to render professional consulting services for the project described in this Agreement, and the Consultant is willing to perform such services.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

### **Article I**

#### **TERM OF AGREEMENT**

This Agreement shall begin as of the Effective Date and shall continue until the Project Services are completed, provided however, that the City may terminate this Agreement without cause upon written notice to the other parties, in which case the City shall pay the Consultant for all services rendered and costs incurred up to that point in time.

### **ARTICLE II**

#### **DESCRIPTION OF PROJECT**

A new barn- style special event venue on the Atkins-Johnson Farm and Museum property in Gladstone, MO. The design will be based on a modified "Armstrong 68X72" building kit by Legacy Post and Beam.

1. The described "project" shall be designed at a probable construction cost of One Hundred Six Thousand One Hundred Dollars (\$106,100.00) 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 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 III**

#### **CONSULTANT'S SCOPE OF SERVICES**

1. The Consultant shall perform professional consulting services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and incorporated by reference herein. All drawings and plans prepared by the Consultant shall be stamped by a licensed Missouri architect.
2. The Consultant will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform Project Services. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.
3. The Consultant will utilize the personal services of its staff to deliver the Project Services. The Consultant may also engage third-party contractors and other parties in connection with its performance of the Project Services, subject to prior approval by the City.
4. The Consultant 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 Consultant for any services rendered before the Consultant receives written authorization.
5. If any delay is caused to the Consultant 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 Consultant which is required in performing the work described; or by other delays due to causes entirely beyond the control of the Consultant; then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the City and the Consultant at the time a cause for delay occurs.
6. Since the work of the Consultant must be coordinated with the activities of the City(including firms employed by and governmental agencies and subdivisions working withthe City), the Consultant shall advise the City in advance, of all meetings, and conferences between the Consultant and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Consultant.

## **7. ARTICLE III**

### **CHANGES IN SCOPE**

In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a written supplemental agreement.

## **Article IV**

### **The CITY'S RESPONSIBILITIES**

The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant. The City shall examine documents submitted by the Consultant and render decisions promptly as may be required.

## **ARTICLE V**

### **CONSULTANT'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 Consultant 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 One Hundred and Six Thousand and One Hundred Dollars (\$106,100.00), 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 Consultant. The Consultant shall provide City with a monthly statement stating the work performed by Consultant 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 Consultant shall fail to deliver approved, sealed final plans as specified under this contract by November 01, 2025, the City shall deduct from the Basic Fee due herein, the sum of \$ 750.00 for each working day there after, not to exceed \$15,000.00. 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 Consultant should the need be determined to employ the special services of the Consultant on this project.
3. **Certified Cost Records.** The Consultant 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 Consultant shall be subject to audit by the City. The Consultant shall complete work and cost records for all billings on such forms and in such manner as will be satisfactory to the City.

## **ARTICLE VI**

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

1. Payment by the City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Upon completion of Project Services, Consultant shall deliver to City possession of all records pertaining to the Project Services.

## **ARTICLE VII**

### **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 Consultant.
3. In the event of termination, as provided in this Article, the Consultant 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 Consultant'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 Consultant in performing the services included in this Agreement, whether completed or in progress.

## **ARTICLE VIII**

### **ASSIGNMENT**

This Agreement shall not be assignable except at the written consent of the parties hereto, which consent may be granted or withheld in the other party's absolute discretion. If so assigned, this Agreement 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. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services, provided however, in the event Consultant employs independent consultants, associates, and subcontractors to assist in performing the Project Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

## **ARTICLE IX**

### **DISCLOSURE**

The Consultant 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 years preceding the execution of this Agreement.

## **ARTICLE X**

### **RELATIONSHIP OF PARTIES**

It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

## **ARTICLE XI**

### **NOTICES**

Any notice, approval or other communication between the City and the Consultant pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

notice of the other party:

The City:

City of Gladstone  
Attn: City Manager  
7010 N. Holmes St.  
Gladstone, Missouri 64118

Consultant:

Shape Architecture Studio L.L.C.  
ATTN: Steven Scribner  
750 Pennsylvania Street  
Denver, Colorado 80203

## **ARTICLE XII**

### **DISPUTES**

In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiations or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.



## **ARTICLE XIII**

### **INDEMNITY**

The Consultant 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 Consultant or its agents or employees. The Consultant 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 XIV**

### **INSURANCE**

The Consultant 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 Consultant 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 \$3,000,000 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 Consultant and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Consultant or by any of its agents or by anyone employed by either.

## **ARTICLE XV**

### **WAIVER**

A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

## **ARTICLE XVI**

### **SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

## **ARTICLE XVII**

### **ENTIRE AGREEMENT; GOVERNING LAW**

This Agreement constitutes the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

## **ARTICLE XVIII**

### **COUNTERPARTS**

This Agreement may be executed in separate counterparts.

## **ARTICLE XIX**

### **NO THIRD-PARTY RIGHTS**

The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anyone, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

## **ARTICLE XX**

### **GOOD FAITH EFFORTS AND COOPERATION**

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

## **ARTICLE XXI**

### **AUTHORITY**

Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

## **ARTICLE XXII**

### **COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **ARTICLE XXIII**

### **COMPLIANCE WITH LAWS**

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

## **ARTICLE XXIV**

### **CONSULTANT'S ENDORSEMENT**

Consultant shall endorse as necessary all plans, specifications, estimates, engineering and architectural data furnished by it, as necessary.

## **ARTICLE XXV**

### **TAX EXEMPT**

City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

## **ARTICLE XXVI**

### **SAFETY**

In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

## **ARTICLE XXVII**

### **DISCRIMINATION PROHIBITED**

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

## **ARTICLE XXVIII**

### **WARRANTIES**

Consultant 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 Consultant's failure to meet such standards and the City has notified the Consultant in writing of any such error within that period, the Consultant 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 XXIX**

### **WORK AUTHORIZATION**

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

## **ARTICLE XXX**

### **ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.

## **ARTICLE XXXI**

### **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 Consultant. "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 Consultant for the exclusive benefit of the Consultant to the extent the City is responsible for such contamination.

## **ARTICLE XXXII**

### **FORCE MAJEURE**

Consultant 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 Consultant 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 Consultant's compensation.

ARTICLE XXXIII

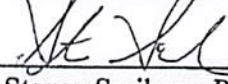
ADMINISTRATION OF AGREEMENT

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

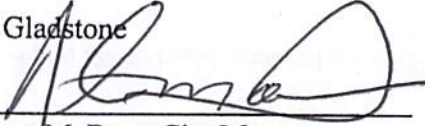
Consultant: Shape Architecture Studio, L.L.C.

By:   
Steven Scribner: Principle

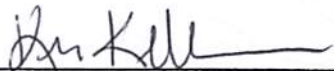
Attest:

Stephen Scribner

City of Gladstone


By:   
Robert M. Baer; City Manager



  
City Clerk

\_\_\_\_\_  
Secretary

Reviewed by the legal department:

  
City Attorney

WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530, RSMo

COLORADO  
STATE OF ~~MISSOURI~~ )  
                  Denver ) ss.  
COUNTY OF ~~CLAY~~ )

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

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

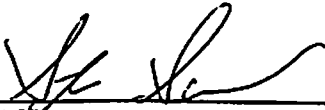
**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Office of Homeland Security or an equivalent federal work authorization program operated by the United States Office of Homeland Security to verify information of newly 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.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Steven Scribner and I am currently the Principle of Shape Architecture Studio, L.L.C. (hereinafter "Contractor"), whose business address is 750 Pennsylvania Street, Denver, Colorado 80203, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees who would work on the City's project.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

  
\_\_\_\_\_  
Affiant  
Steven Scribner 12/4/24  
Printed Name

Subscribed and sworn to before me this 11 day of December, 2024 2024

Notary Public 

SEAL

FATIMA ABULOBAIDA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20244033853  
MY COMMISSION EXPIRES 09/09/2028



## ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached.

By signing below, the entity agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

---

By: Stephen Scribner

Name: 

Title: Partner

**34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".**

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) "Boycott Israel" and "boycott of the State of Israel", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; . provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) "Company", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) "Public entity", the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

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(L. 2020 S.B. 739)

**EXHIBIT A**

**Shape Architecture Studio LLC proposal dated October 09, 2024.**

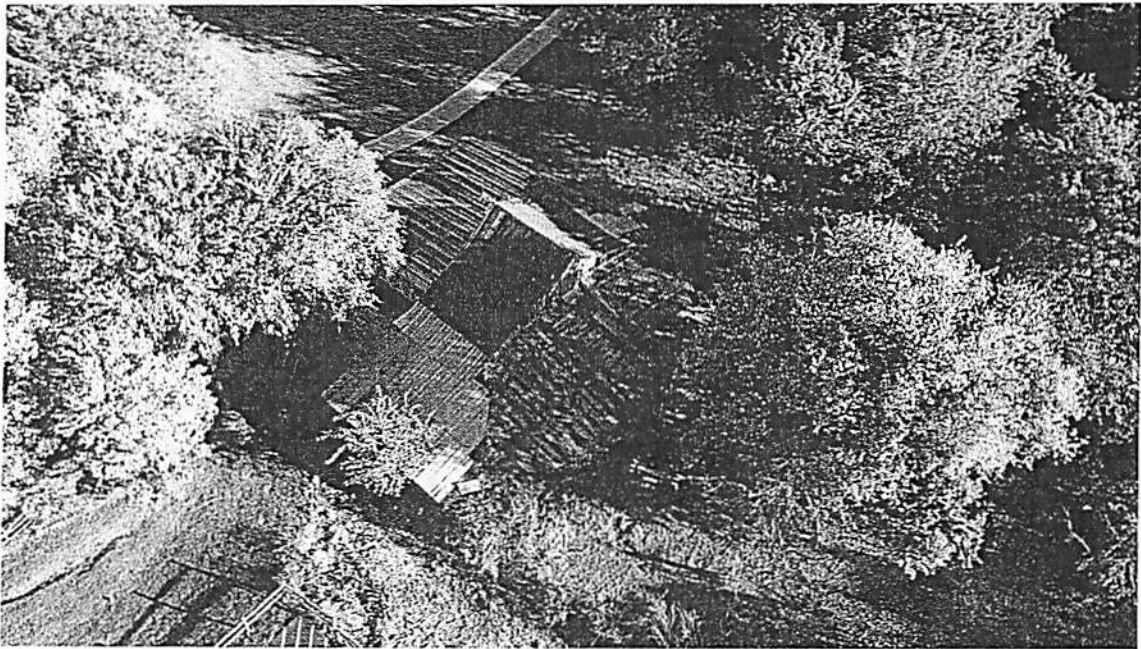
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# ATKINS JOHNSON FARM & MUSEUM

SPECIAL EVENT FACILITY

PROPOSAL FOR ARCHITECTURE AND ENGINEERING SERVICES



October 9, 2024

## Proposal for Architectural Services

### Client Information:

John Hlade  
City of Gladstone, MO  
johnhl@gladstone.mo.us

### Project Description: Special Event Barn at Atkins-Johnson Farm

Dear John,

It was a pleasure meeting you and the team, and discussing the proposed special event barn. We enjoyed our conversation and appreciated your ability to make decisions and keep things moving forward. We look forward to the opportunity to provide you with architectural services. The purpose of this letter is to outline the project context, scope of work, and corresponding architectural services, broken down by phases. This establishes the proposed relationship between you and our office.

### PROJECT SCOPE:

You have described a new barn-style special event venue on the Atkins-Johnson Farm and Museum property in Gladstone. The design will be based on modifications to the 'Armstrong 68x72' kit by Legacy Post and Beam, but could be provided by an alternate off-site fabricator (or stick-framed on site, but we recognize this is unlikely)

We propose to work on an hourly basis, with our fees Not to Exceed the maximum estimates in the table below.

### SCHEDULE

#### PHASE 1: Concept/ Schematic Design (SD)

*Duration: 6 weeks*

- Review all prior work, documentation, and research performed
- Site analysis: work with civil & surveyor to determine optimal site location and finish floor elevation (FFE)
- Regulatory and Code review and planning
- Coordination/ collaboration with Post and Beam manufacturer
- Concept design: create drawings and 3D model of barn floor plan based on direction provided in RFQ, interview, and site meeting with client on 10/2.
- Iteratively develop the design via 2-3 virtual client meetings and email feedback
- Coordination with civil engineer and post & beam company
- Deliverables: schematic plans and elevations, 3D views with materials. Conceptual/ sketch renders for external communication of project
- 2-3 virtual meetings
- 1 in-person stakeholder meeting as needed

**PHASE 2: Permitting***Duration: 8 weeks*

- Develop design further to fully meet programmatic needs
- Coordinate with engineers and Post and Beam manufacturer: Civil, Mechanical, Electrical, Structural
- Initial interior design (finishes, bathroom layout, bar, etc)
- Post and Beam shop drawing review
- Deliverables: permit submittal: drawing set with dimensioned building plans, elevations, ceiling plans, door and window schedule; Civil, electrical, mechanical, plumbing, structural drawings
- Visualization of options of materials, colors
- Drawings adequate for cost estimation by contractor

**PHASE 3: For-Construction Documents (CD)***Duration: 8 weeks*

- Shepherd permit application to approval
- Post and Beam kit shop drawing review and coordination
- Finalize interior design
- Final detailing and coordination as necessary for contractor final budgeting and construction
- Deliverables: 100% For Construction drawing set: fully dimensioned & coordinated drawings including floor plans, elevations, sections, ceiling plans, interior elevations, finish & fixture schedules, details

*Note: This estimate assumes a typical permit approval process; design review, landmarks approvals, Redesign due to Value Engineering, or permit review process more onerous than typical may require additional services.*

**PHASE 5: Construction Administration***Duration: estimated 9 months*

- Detailed drawings, clarifications, discussions with contractor and owner, responses to requests for information, review of product information
- ~~Site visits as needed or upon request (typically by Civil engineer)~~

*Note: Submittal reviews are not included (Post and Beam Shop Drawing review is included during CD phase)*

## FEE SCHEDULE

Architectural services will be provided on a fixed fee basis. Any additional services will be billed at the following rates:

- Principals - \$180/hour
- Project Managers - \$150/hour
- Designers - \$120/hour

PHASE	FEE
Concept/ Schematic	NTE \$14,000
Permit Drawings	NTE \$18,000
For-Construction Documents	NTE \$20,000
Construction Administration	NTE \$2,000
<b>TOTAL ESTIMATE</b>	<b>NTE \$54,000</b>

*Time is tracked weekly. Full accounting of time spent on the project will be provided for your review. Adjustments to the estimate will be communicated throughout the project if they occur. A final bill will be provided to reconcile the estimate versus actual hours worked.*

## CONSULTANT FEE MATRIX (Consultant Proposals Attached)

Architecture [Shape Architecture Studio]	\$54,000
Civil [KeystoneKC Engineering]	\$25,670
Geotech [Alpha-Omega Geotech]	\$4,330
Mechanical & Plumbing [Dake Collaborative]	\$11,600
Electrical [BC Engineers]	\$10,000
Site Photometrics [ BC Engineers] (If Required)	\$1,000
<b>Total</b>	<b>\$106,100</b>

Any additional services required will be discussed, and billed accordingly. We will stop work within 24 hours if so notified. The estimates provided are based on the scope of work outlined above - If this is not accurate, please let us know ASAP. We submit statements monthly.

We can make no assurances that any construction cost estimates will be met as they are determined by the current-day costs of materials and the General Contractor you choose, but we put forth our best efforts to accommodate the program and the needs of our clients with the budget fully in mind. We recommend obtaining cost estimates early in the process.

**SHAPE ARCHITECTURE**

**CLIENT**

Steve Scribner  
Principal Architect

John Hlade

Signature:

Signature:

A handwritten signature in black ink, appearing to read 'Steve Scribner', written over a horizontal line.

Date: 10/09/2024

Date:





October 9, 2024

Re: Atkins-Johnson Farm Museum - Civil Engineering Services

Dear Steve Scribner,

Keystone KC Engineering, LLC (KEY) is pleased to provide our proposal for professional engineering services related to the Civil Engineering Services. We appreciate this opportunity to serve you.

**PROJECT DESCRIPTION:** Civil engineering design related to the drainage and sitework at Atkins-Johnson Farm Museum in support of the proposed multi-use venue building at the farm property.

Shape Architects – Steve Scribner (Client) and Keystone KC Engineering, LLC (KEY) agree as follows:

**CIVIL ENGINEERING SCOPE OF SERVICES:** KEY will provide the Client professional services as needed as follows:

Civil Construction Documents related to the paved material storage area:

- Civil Construction Documents for the delivery access driveway, ADA path and main pedestrian building access, stormwater management and paving the existing gravel parking area.
- Civil Construction Documents for the stormwater detention due to increased impervious surface, including a micro-storm drainage study.
- Civil Construction Documents for the site grading.
- Geotechnical investigations including 3 soil borings and soils data report.
- Construction administration including shop drawing reviews and up to 3 site visits.

**EXCLUSIONS:** Items not specifically named as included in the scope above are assumed to be excluded from this work. Survey is not included in the scope nor is landscape architecture.

**CLIENT RESPONSIBILITIES:** It will be the Client's responsibility to provide the following:

- A. Provide timely review of submittals and sharing of information.
- B. Provide access/permission onto private property, if needed.

**SCHEDULE:** The actual work is expected to take approximately 8 weeks from the date the contract is signed and Survey drawings are received in CAD format.

**COMPENSATION:** Keystone KC Engineering total Hourly to a Maximum Fee plus Subconsultants of \$30,000.00, Compensation is due upon receipt of invoices which will be submitted monthly once project work begins. Maximum Fee includes reimbursable expenses.

Civil Services – Keystone KC Engineering (\$25,670)

Geotechnical Services – Alpha-Omega Geotech (\$4,330)



The terms of this proposal are valid for ten days from the date of this proposal.

**EXHIBITS:**

A. General Terms and Conditions

Thank you for the opportunity to provide this proposal. Please contact us if you have any questions.

**OFFERED BY: Keystone KC Engineering, LLC**

A handwritten signature in black ink, appearing to read 'Eric Strack'.

Eric G. Strack, P.E.

Owner

**ACCEPTED BY: Steve Scribner – Shape Architects**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Keystone KC Engineering  
1530 Duck Road  
Grandview, Missouri 64030  
816-377-2285  
[eric.strack@keystonekc.com](mailto:eric.strack@keystonekc.com)

### 2024 Fee Schedule

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, SITE SAFETY, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

Effective January 1, 2024 - December 31, 2024

### Basic Charges

Personnel		Rate (Hourly)
Project Manager	\$	220.00
Senior Engineer	\$	225.00
Project Engineer	\$	180.00
Design Engineer	\$	140.00
Engineering Technician II	\$	95.00
Engineering Technician I	\$	80.00
Administration	\$	65.00



General Conditions – May 14, 2024

1. **PAYMENT TERMS:** KEYSTONE KC ENGINEERING will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one-and-one-half percent (1½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including KEYSTONE KC ENGINEERING's reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.
2. **STANDARD OF CARE:** KEYSTONE KC ENGINEERING will use that degree of care and skill ordinarily exercised under similar conditions by members of the profession currently practicing in the same or similar locality and at the same time. KEYSTONE KC ENGINEERING agrees to perform the services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the services and that in effect as of the date when the services are provided. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.
3. **RISK ALLOCATION:** Due to the very limited benefit KEYSTONE KC ENGINEERING will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF KEYSTONE KC ENGINEERING, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON KEYSTONE KC ENGINEERING's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT.
4. **RIGHT-OF-ENTRY:** CLIENT shall furnish right-of-entry on the property for KEYSTONE KC ENGINEERING employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. KEYSTONE KC ENGINEERING will take reasonable precautions to minimize damage to the property caused by its operations but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires KEYSTONE KC ENGINEERING to restore the property to its former condition, KEYSTONE KC ENGINEERING will accomplish this and add the cost to the fee.
5. **OWNERSHIP OF DOCUMENTS:** Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by KEYSTONE KC ENGINEERING as instruments of service pursuant to this Agreement, shall be the sole property of KEYSTONE KC ENGINEERING. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and shall not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by KEYSTONE KC ENGINEERING, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of KEYSTONE KC ENGINEERING. Any unauthorized use or modification of such documents shall be at CLIENT'S sole risk and CLIENT shall indemnify, defend and hold harmless KEYSTONE KC ENGINEERING against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, KEYSTONE KC ENGINEERING will



provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

6. SAFETY: Should KEYSTONE KC ENGINEERING provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

7. INSURANCE. KEYSTONE KC ENGINEERING agrees to maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, KEYSTONE KC ENGINEERING will maintain Professional Liability Insurance for KEYSTONE KC ENGINEERING's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

8. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: KEYSTONE KC ENGINEERING shall have no control over and shall not be responsible for construction GENERAL CONDITIONS means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. KEYSTONE KC ENGINEERING shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site, or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

9. CLIENT'S OBLIGATIONS: CLIENT shall, at its sole expense:

(i) provide all information and documentation regarding CLIENT requirements, the existing site, and planned improvements necessary for the orderly progress of the services;

(ii) site restoration and repair, as needed following field investigations;

(iii) establish and update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or services; and

(iv) timely respond to requests for information and timely review and approve all design deliverables. KEYSTONE KC ENGINEERING shall be entitled to rely on all information and services provided by CLIENT.

10. ENVIRONMENTAL HAZARDS: CLIENT acknowledges that the services do not include the detection, investigation, evaluation, or abatement of environmental conditions encountered by KEYSTONE KC ENGINEERING in performance of the services, including but not limited to mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the project site. CLIENT shall indemnify, defend and hold KEYSTONE KC ENGINEERING harmless from and against any and all claims relating to the actual or alleged existence or discharge of such materials.

11. LOCATION OF EXISTING MAN-MADE OBJECTS AND DIFFERING, CONCEALED OR UNKNOWN KEYSTONE KC ENGINEERING CONDITIONS: It shall be the responsibility of the CLIENT or his authorized representative to disclose the presence and accurate location of all subsurface man-made objects relative to the work being performed. Furthermore, IF KEYSTONE KC ENGINEERING encounters conditions at the project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to KEYSTONE KC ENGINEERING or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction





activities provided for in this Agreement, KEYSTONE KC ENGINEERING will, if practicable, promptly notify CLIENT before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. KEYSTONE KC ENGINEERING assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in KEYSTONE KC ENGINEERING's cost of, or time required for performance of any part of the Services, KEYSTONE KC ENGINEERING's compensation and time for performance will be equitably increased. CLIENT AGREES to waive, indemnify, defend and save harmless KEYSTONE KC ENGINEERING from all claims, suits, losses and expenses (including but not limited to reasonable attorney's fees) resulting from differing, concealed or unknown conditions.

**12. DELIVERY OF ELECTRONIC FILES:** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by KEYSTONE KC ENGINEERING, the CLIENT agrees that all such electronic files are instruments of service of KEYSTONE KC ENGINEERING, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of KEYSTONE KC ENGINEERING. The CLIENT further agrees to waive indemnify the KEYSTONE KC ENGINEERING against any and all claims against KEYSTONE KC ENGINEERING resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than KEYSTONE KC ENGINEERING. The CLIENT and KEYSTONE KC ENGINEERING agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the contract. Any changes to the electronic specifications by either the CLIENT or KEYSTONE KC ENGINEERING are subject to preview and acceptance by the other party. Additional services by KEYSTONE KC ENGINEERING made necessary by changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by KEYSTONE KC ENGINEERING and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless KEYSTONE KC ENGINEERING, its officers, directors, employees and sub-consultants (collectively, KEYSTONE KC ENGINEERING) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than KEYSTONE KC ENGINEERING or from any reuse of the electronic files by CLIENT or anyone else to whom CLIENT has provided the electronic files without the prior written consent of KEYSTONE KC ENGINEERING. Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by KEYSTONE KC ENGINEERING and KEYSTONE KC ENGINEERING makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall KEYSTONE KC ENGINEERING be liable for indirect or consequential damages as a result of KEYSTONE KC ENGINEERING's services or the CLIENT's use or reuse of the electronic files.

**13. SUSPENSION OF SERVICES/TERMINATION:** KEYSTONE KC ENGINEERING may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide



notice of its intention to terminate. In the event KEYSTONE KC ENGINEERING determines there may be a significant risk that KEYSTONE KC ENGINEERING's invoices may not be paid on a timely basis KEYSTONE KC ENGINEERING may suspend performance and/or retain any reports or other information until Client provides KEYSTONE KC ENGINEERING with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching CLIENT unless the event(s) giving rise to the breach are remedied within that time frame.

14. **FORCE MAJEURE:** KEYSTONE KC ENGINEERING will not be liable to CLIENT for delays in performing the services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; pandemics; epidemics; acts or omissions of governmental authorities, the project CLIENT or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of KEYSTONE KC ENGINEERING.

15. **INDEMNITY:** KEYSTONE KC ENGINEERING agrees to indemnify and hold harmless the CLIENT and its officers, directors and employees from and against losses, damages, judgments and expenses (including reasonable attorney's fees) (collectively "Losses") provided that such Losses are caused, on a comparative basis of fault, by the negligent acts, errors and omissions of KEYSTONE KC ENGINEERING or their consultants in the performance of the services pursuant to this Agreement.

16. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is solely for the benefit of KEYSTONE KC ENGINEERING and CLIENT. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of KEYSTONE KC ENGINEERING or CLIENT in favor of such third parties. Further, KEYSTONE KC ENGINEERING assumes no obligations or duties other than the obligations to CLIENT specifically set forth in this Agreement. KEYSTONE KC ENGINEERING shall not be responsible for CLIENT obligations under any separate agreement with any third-party.

17. **GOVERNING LAWS:** This Agreement shall be governed in all respects by the laws of the State of Missouri.

18. **CERTIFICATIONS/CONSENTS:** KEYSTONE KC ENGINEERING shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in KEYSTONE KC ENGINEERING having to certify the existence of conditions whose existence KEYSTONE KC ENGINEERING cannot ascertain. Any certificate will state that it is based on the best of the KEYSTONE KC ENGINEERING's knowledge, information and belief.



info@dakecollaborative.com

## Gladstone Barn Fee Letter

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October 8, 2024

### Project

Gladstone Barn  
Missouri

Steve Scribner,

Thank you for the opportunity to pursue this project together. Here is our anticipated fee for the following scopes of work. It is assumed that the scope of work for Dake Collaborative is Mechanical and Plumbing Engineering.

Dake Collaborative is anticipating the following fees for this scope of work:

	Mechanical and Plumbing Engineering
Initial Payment	\$1,000
Schematic Design	\$1,900
Design Development	\$3,500
Construction Documents	\$3,700
Construction Administration	\$1,500
<b>Total</b>	<b>\$11,600</b>

We look forward to working with you on this project!

Sincerely,

Miles Dake, PE, AIA



# **BC**Engineers, Inc.

5720 Reeder • Shawnee, KS 66203 • (913)262-1772

---

October 8, 2024

Shape Architecture Studio

Re: Atkins-Johnson Farm Venue - Gladstone, MO  
Engineering Services Proposal

We would like to thank you for the opportunity to present our firm, BC Engineers, Inc., to you for the use of mechanical, plumbing, and electrical engineering services.

This agreement is between the following parties:

"Consultant" BC Engineers, Inc.  
5720 Reeder  
Shawnee, KS 66203

"Client" Shape Architecture Studio

## **BASIC SERVICES**

Consultant proposes to furnish mechanical, plumbing, and electrical engineering services as required for the design of xx (the "Project") as detailed in the proposal request dated October 4, 2024.

It is understood and agreed that we will provide the mechanical, plumbing, and electrical engineering services necessary to produce the drawings for the work described herein. The schedule for the project shall be mutually agreed upon. These drawings shall be in compliance with all applicable codes and will be approved by the appropriate authorities and will bear the proper engineer's seal.

Construction administration services are available as an additional service, per the attached fee schedule, but only at the Client's request.

## SCOPE OF WORK

### Inclusions:

1. E construction documents for approximately 6,000 square foot event space venue
  - a. Base fee electrical engineering
2. COMCheck energy report (mechanical/electrical) if required by AHJ
3. Specifications
4. Optional Electrical site engineering (site lighting/photometric)
5. Data cable raceways (cables not in scope)
6. In office construction administration
7. Site construction administration upon request (final punch + additional if requested)

### Exclusions:

1. Fire sprinkler limited to performance spec, design build
2. plumbing site engineering (limited to 5' outside of building)
3. Cost estimating
4. Value Engineering (design revisions during bidding/construction based off budget restrictions or owner requests)
5. Design or certification services (LEED, energy star, etc.).
6. As-built documents from contractor redlines
7. Permit submittal to city and any other departments (wastewater/water/health, etc.) for approval is by others
8. Utility service applications are excluded from scope of work unless assistance is directly requested

## FEE FOR SERVICES AND PAYMENT

These engineering services shall be provided for a fixed fee:

Electrical engineering - \$8,500

Add alternate Site lighting photometric - \$1,000

Construction administration at hourly rate not to exceed \$4,000, estimated \$1,500 (shop drawing review, RFI response, and final punch walk)

NOTE: \$1,500 IS HELD IN FEE MATRIX ON PAGE 4. ANYTHING ABOVE THIS IS DUE TO UNFORSEEN CIRCUMSTANCES AND WILL REQUIRE A CHANGE ORDER.
---

Any reimbursable expenses for printing, courier, or travel shall be reimbursed on a dollar-for-dollar basis, not included in the engineering fee. Travel outside the metro reimbursable expenses include all costs associated with transportation, lodging, and food.

## SCHEDULE OF HOURLY RATES

President / Senior Vice President	\$ 230.00
Vice President	\$ 210.00
Project Manager	\$ 170.00
Mechanical/Electrical Engineer	\$ 170.00

**Atkins-Johnson Farm Venue - Gladstone, MO**

<b>Mechanical/Electrical Designer</b>	<b>\$ 150.00</b>
<b>Building Information Modeler</b>	<b>\$ 115.00</b>
<b>CADD Technician</b>	<b>\$ 115.00</b>
<b>Administrative</b>	<b>\$ 95.00</b>

Consultant shall submit the invoice for total fee upon completion of construction drawings. At Client's option, the entire fee or ninety percent (90%) of the total fee shall be considered due at the permit stage. Consultant shall submit the final invoice for project with receipt of occupancy permit by the city. Payment to the engineer shall be made within 30 days of receipt of the invoice.

Changes in the design after the design work has commenced or has been completed, shall be considered additional services, and shall be compensated for on the same basis as agreed to by the Client.

This is not an at-risk project fee. The financial viability of the project, delays, or other items that put the project completion in question does not relieve the Client from their obligations to the Consultant. If the project is abandoned our fee will be adjusted to reflect the services provided.

The terms and conditions that shall govern the performance of the work and the Project are as outlined in Attachment A to this proposal and are incorporated by reference.

Consultant shall comply with Client's schedule as much as is reasonably possible, and as much as is under Consultant's control.

Consultant shall comply with all local, municipal, state, federal, and government laws, orders, codes, and regulations in the performance of this agreement.

We trust this agreement meets your approval and look forward to working with you on this project.

In witness of which, the parties have executed this Contract on the dates set out below.

Date October 8, 2024

Date \_\_\_\_\_



\_\_\_\_\_  
BC Engineers, Inc.

\_\_\_\_\_  
Accepted for Shape Architecture Studio

**ATTACHMENT A**

**BC Engineers, Inc.  
TERMS AND CONDITIONS**

**Reimbursable Expenses:**

Printing service – prints shall be considered a reimbursable expense at \$0.30 per square foot.

Courier service – local courier or FedEx charges shall be considered reimbursable.

Travel expenses – transportation, lodging, meals, and personal vehicles miles per current IRS rate.

**Payment:**

Failure to pay invoice within 90 days will cause a service charge of 1-1/2% per month (or the maximum allowed by law, whichever is less), 18% APR, to be added to all overdue accounts. Client shall be liable for all legal and collection fees charged in collecting unpaid fees. If the Client fails to make payments when due or otherwise is in breach of this Agreement, Consultant may suspend performance of services upon seven calendar days written notice to the Client. Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client.

**Insurance:**

Consultant agrees to secure and maintain, at Consultant's cost and expense, the following insurance coverages in the form and amounts not less than indicated:

- General Liability: \$1,000,000 each claim/aggregate.
- Business Auto Insurance for vehicles utilized with policy limits of combined \$1,000,000.
- Professional liability: \$ 2,000,000 each claim/aggregate.
- Workers compensation: \$1,000,000.
- Employer's Liability: \$1,000,000

**Dispute Resolution:**

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

**Cost of Probable Construction Costs:**

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction cost are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

**Ownership of Documents:**

The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity

that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant. Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

**Indemnification:**

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees, agents and subconsultants (collectively, Consultant) against all claims, causes of action, lawsuits, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of any services by the Consultant.

**Assignment:**

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**Termination:**

This agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. If the agreement is terminated pursuant to above, the fee shall be reduced by an amount equal to a percentage of the service not completed on the date of termination.

**Construction observation:**

The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

**Jobsite safety:**

Neither the professional activities of the Consultant, nor the presence of the Consultant, its employees or subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the

General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, procedures, or jobsite safety, including, but not limited to, injury and illness prevention programs or similar plans intended to mitigate or prevent injuries or exposure to pollutants, viruses, bacteria or pathogens of any kind, and necessary for performing, superintending or coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies ("Contractor Duties"). The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor and subcontractors shall defend and indemnify the Client, the Consultant and the Consultant's subconsultants from and against any claims, causes of action, demands or damages arising out of or relating to Contractor Duties. The Client also agrees that the Client, the Consultant, and the Consultant's subconsultants shall be made additional insured under the General Contractor's policies of general liability insurance.

**Standard of care:**

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**Consequential Damages:**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Building Information Modeling (BIM):**

If this project is developed using Building Information Modeling (BIM), and Consultant chooses to produce the MEP BIM model as described in this section unless otherwise requested, the MEP BIM model shall be produced in REVIT software. The Level of Development (LOD) used to develop the final MEP BIM model will be at a base LOD 200 or 300 per the American Institute of Architects (AIA) E202-2008 BIM and Digital Data Exhibit. If MEP BIM models for detailed clash detection and construction are desired (LOD 350 or higher), additional MEP modeling may be provided as an additional service at normal hourly rates. It is our expectation that information provided by the architect in the Architectural BIM model, and provided for use on this project, is accurate and reliable for the basis of our MEP BIM modeling. The MEP BIM model shall be assumed suitable for general clash detection with other consultant's elements and systems. THE MEP BIM model shall not be used for take-offs for cost estimating as there is no guarantee of completeness or accuracy. THE MEP BIM model and its content may only be used as stated above and only for this Project. It may not be used for any other purpose without first obtaining Consultants written permission. Consultant is not transferring its copyrights or other rights in the MEP BIM model or the MEP BIM model content. The client will be given a license to use the MEP BIM model for coordination and clash detection between disciplines associated solely with this project. The recipient may not distribute the MEP BIM model or the content of the BIM model, to any other person or entity, including contractors or other consultants on the Project. Nor may it be shared with anyone within the Client's organization who does not have a need to access it for this project without the written consent of consultant.