

ARCHITECTURAL & ENGINEERING FEES PROPOSAL

Date: February 25, 2022

Client: City of Warrensburg Missouri
102A South Holden,
Warrensburg, Missouri 64093

Project: Warrensburg Business Welcome Center
205 Holden Street, Warrensburg, Missouri 64093

Project Description:

This project will consist of the renovation of the ground level commercial space in the existing building located at 205 Holden Street, Warrensburg, Missouri for a new Business Welcome Center for The City of Warrensburg. The existing tenant fit-out of the spaces shall be demolished to the floor slab, perimeter bearing walls / furred framing and utility entrances. The new tenant fit-out shall include a secure and controlled entry, office near the entry, men's and women's ADA compliant restrooms, multipurpose / storage room, and modifications of the rear exit with a new stair and ramp for accessible egress. No work is anticipated on the second level of the existing building at this time. Exterior façade scope shall be limited to controlled access at the front entrance and the new rear entrance opening requirements.

One pre-design site visit is included for architecture, structural and MEP engineers to verify and document existing building conditions.

Design Scope of Project:

The project will require architecture, structural, mechanical, plumbing, and electrical engineering services. Civil engineering, landscape architecture and historic preservation are not currently anticipated but can be added later as an additional fee. DA&E will provide Architecture in-house and utilize consultants for structural engineering, mechanical, plumbing, and electrical engineering.

This proposal assumes DA&E will be responsible for plan submittals to the City of Warrensburg, Missouri for scope portions associated with work as described. This will include Building Permit Application and coordination of Final Occupancy Certificate.

This proposal assumes DA&E and its Consultants will create design documents for pricing, permitting and construction for said scope of work.

This proposal assumes no extraordinary site features that would require additional engineering of retaining walls, site grading, Best Management Practices, Hazardous Waste Clean-up, etc.

Scope of Services:

Information Gathering:

1. Identify Owner's objective for Project.
2. Identify physical parameters and constraints, which may impact the design of the project.
3. Identify Owner's program.
4. Determine with Owner the financial parameters the project will be constructed under.
5. Determine time parameters.
6. Establish procurement and delivery method.
7. Establish specific design team.



8. DA&E shall include (1) initial site visit for architecture and MEP engineering information gathering and verification.

Schematic Design:

1. DA&E shall provide initial sketches based upon mutually agreed upon program schedule and budgets.
2. Basic material applications and selections.
3. At the Architect's option, or the owner's direction, DA&E shall provide perspectives; renderings or models to further convey design intent. (Additional costs may be incurred for these exhibits, but will be fully discussed for their value to the project and actual cost prior to any work being done).

Design Development:

1. Utilizing approved Schematic Design documents, DA&E shall further define the project, establishing shapes, sizes, relationships, and appearance.
2. Establish quality levels.
3. Provide specific scope of work.

Construction Documents:

1. Based upon approved Design Development Drawings, DA&E and its Consultants shall prepare record documents for construction and permitting of project.
2. Construction Documents prepared by DA&E shall include Architectural, Structural, Mechanical, Plumbing and Electrical Engineering.
3. DA&E will assist Owner & General Contractor with bidding phase to define costs.
4. DA&E will assist Owner in permit submission and address any comments which pertain to DA&E's scope of work.

Contract Administration Services:

1. DA&E shall maintain an open dialogue with Owner and General Contractor throughout construction process.
2. DA&E shall assist in any question with which arise from Construction Documents during construction.
3. DA&E shall promptly provide additional information as requested by General Contractor during construction.
4. DA&E will re-evaluate work and provide the Owner and General Contractor with a comprehensive "Punch List" outlining items to be corrected or fixed for work to be considered complete.
5. Review appropriate submittals of materials submitted by the General Contractor's subs.
6. Provide Substantial Completion certificate.
7. Review and certify Pay Applications.
8. Assist Owner and General Contractor with any change orders to original scope of work.
9. DA&E shall include (2) site visits during project construction in addition of the initial information gathering visit. Additional visits can be included as additional services.

The following services are not included, but may be added as additional services:

1. Title Report. Easement drafting and/or reporting.
2. Site Survey.
3. Soils Report.
4. Environmental Studies.
5. LEED Certification.
6. Public Street improvements if required, by city or state.



7. Reproduction of Contract Documents.
8. Public Utility Extensions (gas, water, electric, fiber, sanitary etc.).
9. Fire Suppression and Fire Alarm drawings if required (by chosen sub-contractor).
10. Civil Engineering, Landscape Architecture, or Historic Preservation.
11. Full time construction site services.
12. Special Inspections as required by the city.
13. Signage (coordination only).
14. Site Visits (3 site visits are included in proposal for information gathering and Construction Administration).
15. Travel Expenses (Billed at actual cost).

Fees for Services:

As-Built Documentation	\$3,000.00
Architectural	\$9,000.00
Structural Engineering (allowance)	\$2,500.00
MEP Engineering	\$6,050.00
Total Fee:	\$20,550.00

A breakdown of fees would be as follows:

Schematic Design:	10%
Design Development:	25%
Construction Documents:	55%
Construction Administration:	10%
	100%

These fees are based on our understanding of the project. Actual time/materials may be modified due to scope changes, information provided by the Owner, etc. Billings will occur monthly in accordance with percentage of work completed. Additional costs, if any, will be billed hourly per attached schedule. Travel Expenses, Reproduction of documents (printing) and delivery services will be billed at actual cost.

If the project is canceled or plans are significantly changed after sign-off, the Owner will be responsible for time and material costs incurred to that point in the project.

The terms and conditions set forth in this Agreement and Attachment A shall govern the performance of such design and documentation services. The City of Warrensburg and Davidson Architecture & Engineering, LLC agree to the terms of this proposal and The City of Warrensburg hereby authorizes Davidson Architecture & Engineering, LLC to commence with the project, based upon this proposal for work.

Name (Print)

Company Name

By (Signature)

Date:

Johnathon Phillips, AIA

Davidson Architecture & Engineering, LLC

By (Signature)

Date:



ATTACHMENT A

TERMS AND CONDITIONS
dauidson architecture & engineering, LLC

BILLING AND PAYMENT. Invoices submitted by dauidson architecture & engineering, LLC. ("dae") are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the invoice date. If payment is not received by dae within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If the Client fails to make payments when due and dae incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to dae. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable dae staff costs at standard billing rates for dae's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, dae may suspend performance of services upon seven (7) calendar days' written notice to the Client. dae 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.

DELIVERY OF CADD/ELECTRONIC FILES. In requesting and utilizing any drawings or other data on any form of electronic media generated and provided by dae as part of this project, the Client covenants and agrees that all such drawings and data are instruments of services of dae, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. Any electronic files provided by dae to the Client are submitted for an acceptance period of 30 days. Delivery of the electronic file will be accompanied by a hard copy print, which reflects the information contained in the electronic format. The client is asked to carefully verify that the electronic information, when utilized within the client's computer of CADD environment, corresponds to the hard copy print. Any inconsistencies the Client discovers should immediately be reported to dae so that the source of the inconsistency may be investigated. Because data stored on electronic media can deteriorate undetected or be modified without dae's knowledge, if, at any time, a difference exists between the files on the electronic media and the provided hard copy print, the hard copy print will govern.

The Client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against dae resulting any was from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than dae. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold dae harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than dae or from any reuse of the drawings and data without the prior written consent of dae.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by dae, and dae makes no warranties, either express or implied, or merchantability and fitness for any particular purpose.

CERTIFICATIONS, GUARANTEES AND WARRANTIES. dae will, as a matter of professional practice, affix a professional seal to the final copy of all completed plans, surveys or reports. Should the Client's project needs require dae to sign specific certifications or other documents, either for the Client or for second parties (such as lenders or potential buyers), the Client shall provide dae with copies of all such documents submitted by the Client to determine whether complete and sufficient information is being collected or generated as part of the proposed scope of work to allow dae, as licensed professionals, to sign the documents and, if not, dae may propose a modified c\scope of work and cost. Any certifications or document language that dae has reviewed and agreed to sign as part of the scope of work shall be attached and made part of this agreement. dae shall not be required to sign any certifications or documents, no matter by whom required, that have not been provide prior to entering the contract or that would result in dae's having to certify, guarantee or warrant the existence of conditions whose existence cannot be ascertained. The client also agrees not to make resolution of any dispute with dae or payment of any amount due to dae in any way contingent upon dae's signing any such certification.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or dae, their employees, agents, subconsultants or subcontractors. Consequential damages, include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and dae agree that all disputes between them arising out of or relating to the Agreement shall first be submitted to nonbonding mediation unless the parties mutually agree otherwise. Costs of the mediator's services will be shared equally between the Client and dae.

HAZARDOUS MATERIALS. It is acknowledged by both parties that dae's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event dae or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent



areas that may affect the performance of dae's services, dae may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

GOVERNING LAW. The laws of the state in which dae's office is located where is contract originates will govern the validity of this Agreement, its interpretation and performance. Any litigation arising from this Agreement shall be brought in the courts of that State.

INSURANCE. During the term of this Agreement, dae agrees to maintain insurance coverage for general and professional liability. Upon request of the client, dae will provide a certification of coverage, which documents the existence of insurance.

LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and dae, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of dae to the client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of dae to the Client shall not exceed \$50,000 or dae's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Should the Client desire greater liability limits for the Project, the Client shall request such additional insurance prior to entering into this Agreement and dae will provide a cost quote for the additional insurance, based on the Client's requirements.

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the dae, as instruments of service shall remain the property of dae. dae shall retain all common law, statutory and other reserved rights, including the copyright thereto.

STANDARD OF CARE. In providing services under this Agreement, dae will endeavor to 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. Upon notice to dae and by mutual agreement between the parties, dae will, without additional compensation, correct those services not meeting such a standard.

TERMINATION. Either the Client or dae may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar day's prior written notice. The Client shall, within thirty (30) calendar days of termination, pay dae for all services rendered and all costs incurred up to the date of termination plus reasonable termination expenses, in accordance with the provisions of this contract.

WORK IN PROGRESS. It is agreed and understood that any work performed by dae shall not be deemed complete, nor may it be relied upon as complete, until deliver of the written, sealed and signed product. Prior to final completion, any information generated by dae in the performance of their service, whether in the form of survey stakes and monuments in the field; or plans, plats, reports or other work items (whether provided in written, electronic, or other format) shall all be considered as preliminary work in progress and subject to revision. dae cannot guarantee that suitability of this information for any party's purposes and shall have no liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

CHANGES. In the event of that the Client changes the scope of the work, an error in Client provided information, change in law, differing site conditions or an event of force majeure, dae shall be entitled to an equitable adjustment in the contract price and schedule.

ASSIGNMENT. Neither party of this Agreement shall transfer, sublet or assign any rights 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 to the other party. Subcontracting to subconsultants normally contemplated by DAE shall not be considered an assignment for purposes of this Agreement.

BETTERMENT. If a required item or component of the project should be omitted from construction documents, dae shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will dae be responsible for and cost or expense that provides betterment or upgrades or enhances the value of the project.

