

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT made and entered into this 8th day of October, 2021 by and between the County of Jackson, Missouri hereinafter referred to as "County" and SFS Architecture, Inc. hereinafter referred to as "Architect".

WITNESSETH:

WHEREAS, County requires consulting services in connection with the following efforts: to provide On-Call Architectural Services to fulfill a range of potential project needs deemed necessary by the County, otherwise known as On-Call Architectural Services and,

WHEREAS, the County desires to enter into an Agreement with the Architect to perform architectural design and industry related services as aforementioned; and,

WHEREAS, the Architect represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICES TO BE PROVIDED BY THE ARCHITECT:

The Architect, upon receipt of written notice from the County that this Agreement has been approved, will provide Scopes of Services to the County, on a project-by-project basis, as requested. The Scope of Services for the individual projects are to be defined as the combined efforts requested by the County, which would include services advertised within the RFQ and any additional agreed upon project activities or tasks as a result of specific project negotiations.

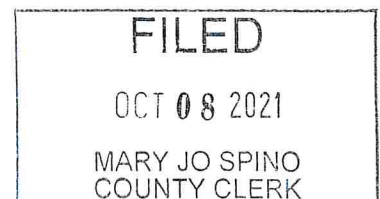
ARTICLE II - ADDITIONAL SERVICES:

The Agreement for services is expected to be under the auspice of an on-call basis. Should the County require changes to proposed work, it reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of individual project proposals and this Agreement. In this event, an Addendum to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost, therefore. Any change in compensation will be covered in the Addendum.

ARTICLE III – PROJECT ASSUMPTIONS:

The County and the Architect acknowledge that the scope of service described in ARTICLE I above was developed based on the following assumptions:

1. The County will acquire all necessary access for the Architect or its sub-consultants to perform inspections, audits and other services associated with the Project.



2. All submittal fees associated with the Project, including but not limited to, government review fees and permitting, will be paid for by the County or by the Architect as a reimbursable expense to the Project.
3. All sub-consultant fees will be paid to the Architect in accordance with proposed project scope of services and specifications.

Services other than those stipulated in the scope of services listed in Article I or in conflict with the assumptions listed above shall constitute additional services not covered under this Agreement. The County shall retain the right to request additional services, based on changed or unforeseen conditions. In that event, an Addendum to this Agreement shall be executed prior to performing the additional change in work or incurring any additional cost thereof. Any change in compensation will be covered in the Addendum.

ARTICLE IV - SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY:

The County agrees to furnish information and have work done without cost to the Architect as follows:

1. Make available to the Architect any existing records, maps, plans, and other data possessed by County when such are necessary, advisable or helpful to the Architect in the completion of its work under this Agreement. Should requested items not be available, the Architect must still complete the required Scope of Services as agreed upon.
2. Designate a representative who will serve as its primary point of contact and who will be authorized to act for and on behalf of the County throughout completion of the services covered by this Agreement. Individual projects may be managed by other County associates though the primary point of contact is intended to remain constant.
3. Examine all studies and drafts developed by the Architect, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Architect.
4. The Architect shall be entitled to rely upon the accuracy and completeness of any and all information provided by the County.

ARTICLE V - PERIOD OF SERVICE:

The Architect is expected to commence work within one (1) week after receiving a formal Notice-to-Proceed from the County for the On-Call selection. Individual project scopes of services will be expected to commence immediately upon request by the County and will be completed in accordance with the schedule submitted by the Architect crafted specifically for the service requested.

Consultant Agreement
On-Call Architectural Services

The County will grant time extensions for unavoidable delays beyond the control of the Architect. The Architect, stating fully the reasons for the request, should make requests for extensions of time in writing.

This Agreement shall commence upon its execution and extend for a period of 12 months. Upon mutual written consent, the parties may extend the Agreement for an additional 12-month period.

Services, provided by the Architect or its sub-consultants, that have commenced on any requested initiative will continue until the requested goals have been met, the initiative has been completed or the services are no longer required by the County, regardless of the Agreement period.

ARTICLE VI - PROGRESS SCHEDULE:

The Architect acknowledges the importance of maintaining a project schedule that is suitable to the County. As such, the Architect will endeavor to comply with the proposed schedules as agreed to by the County for specific project efforts. However, the County recognizes that the Architect's performance must be governed by sound professional practices. Once a project has commenced, the Architect shall submit a Progress Report to the County. The Progress Report will be in the form of a Gantt Chart or Critical Path Method (CPM) Schedule and written summary. It shall include scheduled periods for each of the elements into which the Architect's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the County. Where applicable and requested, this Progress Report will be accompanied by a written summary of the work completed and illustrated by the schedule.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Architect, to solicit or secure this Agreement and that it 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 County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING ASSIGNMENT:

No portion of the Work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the County. It is the expectation of the County that sub-consultant work will be awarded to the selected team members, where applicable and appropriate, included in the RFQ submittal. Specific sub-consultant selections either not included within the submittal or selected for other purposes must be approved by the County. The subletting of the Work shall in no way relieve the Architect of its primary responsibility for the quality and performance of the Work.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

Any plans, specifications, and other documents requiring Professional Endorsement shall reflect the name and seal of the Professional Consultant who prepared such plans, specifications and/or documents.

ARTICLE X - STANDARD OF CARE

Architect shall perform the services in accordance with the standards of care and diligence normally practiced by professional Architectural firms performing services of a similar nature, in the same locality, under the same or similar circumstances and conditions. The Architect makes no other representation or warranties, whether expressed or implied, with respect to the services rendered hereunder. If, during the two year period following the earlier of completion or termination of the Architect's Services, it is shown there is an error in the services caused solely by the Architect's failure to meet such standards, and County has promptly notified the Architect of any such error within that period, Architect shall perform, at Architect's cost, such corrective services as may be necessary to remedy such error.

ARTICLE XI - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.

The Architect shall maintain all records including but not limited to, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the County shall have access to the records for inspection, during regular working hours at the Architect's place of business. County shall have the right to audit and inspect Architect's records and accounts covering costs hereunder at all reasonable times during the performance of the Services and for a period of three (3) years after the acceptance thereof. Architect shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentages of other costs.

2. Conferences, Visits to Site, Inspection of Work. A representative of the County shall have the privilege of inspecting and reviewing the work being done by the Architect and consulting with its staff at any time. Conferences are to be held at the request of the County or the Architect.
3. Accuracy of Work. The Architect shall, as is consistent with the generally accepted standard of professional skill and care, be responsible for the accuracy of its services and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Architect without additional compensation. Acceptance of the work by the County will not relieve the Architect of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Architect shall give reasonably prompt attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
4. Relationship with Others. The Architect shall cooperate fully with all initiatives and service providers related to or in coordination with project scoped items. This could include design, construction or maintenance related programs within the project parameters being performed by County or other Consulting services.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall be delivered to and become the property of the County upon termination or completion of work. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. All such information produced under this Agreement shall be available for use by the County. If the County incorporates any portion of the work into a project other than that for which it was performed, such use shall be at the County's sole risk and without liability to the Architect and the County shall defend, indemnify and save the Architect harmless from any claims and liabilities resulting from such use.
6. Termination. The Architect or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Architect may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Architect to the County within 15 calendar days of the demand of the County.

If the Agreement is terminated due to the Architect's service being unsatisfactory in the judgment of the County, or if the Architect fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Architect will be responsible for any excess cost in addition to that provided for in this agreement of any damages the County may sustain by reason of the termination of this Agreement due to unsatisfactory performance or prosecution.

7. Successors and Assigns. The County and the Architect each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.
8. Compliance with Laws. The Architect shall keep itself informed of applicable existing and current regulations of the County, State, and Federal laws which may limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall at all times observe and comply with applicable ordinances, laws, and regulations, and shall protect and indemnify the County against any claims of liability rising from or based on any violations of the same.
9. Nondiscrimination. The Architect, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-consultants. The Architect will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Architect will comply with the regulations of the Department of Transportation relative to nondiscrimination on generally assisted programs of the Department of Transportation, as contained in 49 CFR 21 Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. In all solicitations either by competitive bidding or negotiation made by the Architect for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Architect's obligations under this Agreement and the regulations relative to nondiscrimination of the grounds of color, race or national origin.
10. Independent Consultant. The Architect shall work as an independent consultant and not as an employee of the County. The Architect shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Architect shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.
11. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
12. Incorporation. This Agreement, with the identified attachments and along with the Architect's proposal and fee breakdown, and the County's RFQ 41-21 document in its entirety incorporate the complete understanding and agreement of the parties.

13. Decisions under this Agreement. The County will determine the acceptability of work performed under this Agreement and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.
14. Safety Requirements. Architect shall make every reasonable effort to perform the Services in a manner complying with applicable safety legislation and with applicable environmental laws, rules, and regulation in force at the time of development of designs. Architect shall also be responsible solely for the safety of its own employees at all times during the performance of any Request for Services.
15. Purchase Orders. In the event the County uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only and any typed provision in conflict with the terms of this Agreement and all-preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
16. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of the Architect and Architect's officers, directors, employees, agents and consultants to the County and anyone claiming by, through or under the County, for any and all injuries, claims losses, expenses, or damages whatsoever arising out of or in any way related to Architect's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the Architect under this Agreement.
17. Waiver of Consequential Damages. Neither the County nor the Architect 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 this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
18. Dispute Resolution. Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive the completion or termination of this Agreement, but under no circumstances shall either party call for mediation on any claim or dispute arising out of this agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

19. Certifications. Architect shall not be required to sign any documents, no matter by whom requested, that would result in Architect having to certify, guarantee, or warrant the existence of conditions that the Architect cannot ascertain.

ARTICLE XII - INSURANCE AND INDEMNIFICATION:

Architect shall procure and maintain in effect throughout duration of the contract insurance coverages not less than the types and amounts specified in this section.

All sub-consultants of the Architect are required to carry the same coverages and limits as the Architect. All liability policies required, except Professional Liability as indicated below, are to be written on an "occurrence" basis unless a different agreement, in writing, is made with the County.

1. Professional Liability. The Architect shall secure Professional Liability insurance coverage with limits of \$2,000,000 each claim/\$2,000,000 aggregate. The County understands that it cannot be a named insured on this coverage and that it is available only in a "claims made" form.
2. Commercial General Liability. Commercial General Liability Insurance: with limits of not less than \$2,000,000 per occurrence and \$4,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insured and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person).
3. Commercial Automobile Liability. Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on "an auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operations of motor vehicles in connection with this contract.
4. Workers Compensation and Employers Liability Coverage. Architect shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensations	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

Consultant Agreement
On-Call Architectural Services

5. Additional Insured and Certificate of Insurance. The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; the Architect must supply the Director with current Certificate(s) (on any coverage's mentioned above) thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Architect's insurance policies for verification of coverages.

6. Qualifications Insurance Carriers. All insurance coverage must be written by companies that have an A. M. Best's rating of "B+V" or better or Lloyd's of London and are licensed and approved by the State of Missouri to do business in Missouri.
7. Failure to Maintain Insurance Coverage. Regardless of any approval by Jackson County, it is the responsibility of the Architect to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Architect's failure to maintain the required insurance in effect, the County may order Architect to stop work immediately and, upon 10 day notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.
8. Filing Insurance Documents. The Architect shall file with the County upon request a copy of all policies of insurance required under the Agreement.

Within (10) calendar days of the date when requested or before commencement of the work. Architect shall file with the County's Director of Finance and Purchasing acceptable certificates that illustrate the documents required by the Agreement. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least (30) days prior to written notice of cancellation has been given to the County. Failure to file these certificates is a breach hereof.

9. Indemnification. The Architect agrees to indemnify and save harmless the County, against damages to property, structures and utilities together with damages arising out of personal injury, including accidental death, to the extent caused by Architect's negligent acts or the negligent acts of the Architect's sub-consultants or employees for whom the Architect is legally responsible, in the performance of work under this Agreement.

ARTICLE XIII - PAYMENTS TO THE ARCHITECT:

For services performed by Architect under this Agreement and as full compensation therefore, and for all expenditures made and all expenses incurred by Architect in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, County will pay Architect as follows:

1. County will pay a Not-To-Exceed fee as compensation for Architect's services and expenses as set forth by documentation within this Agreement for work completed.
2. Payment for services will be determined by fee negotiations on a project to project basis. Proposals will be submitted to the County as requested and negotiated for acceptance.
3. The Architect will present invoices to the County, based on project invoicing schedules, and said invoice shall be approved by The Director of Public Works who will recommend that the Department of Finance submit payment to the Architect. Invoices are to be submitted on a monthly basis according to the invoicing schedule.
4. Fees shall be invoiced according to the hourly rates provided in the Architect's response to RFQ 41-21 and provided within Attachment A.


ARTICLE XIV – ENCLOSURES & ATTACHMENTS

Attachment A – Architect's Schedule of Rates


Consultant Agreement
On-Call Architectural Services

IN WITNESS WHEREOF, Jackson County, Missouri and the Architect have caused these presents to be executed in their behalf by their duly authorized agents.

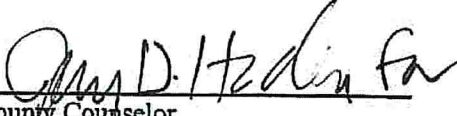
Approved by:


Bob Crutsinger
Director of Finance and Purchasing

Recommended by:

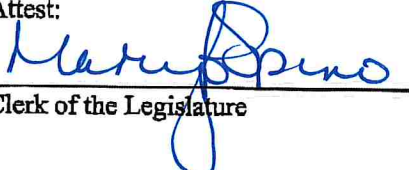

Brian D. Gaddie, P.E.
Director of Public Works

Approved to form this _____ day of _____, 2021


County Counselor


SFS Architecture, Inc.

Attest:


Clerk of the Legislature

REVENUE CERTIFICATE

This contract is entered into on a 'need' basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific scopes of work is subject to the availability of appropriated funds in the County's then current annual budget.

9-28-2021
Date


Director of Finance and Purchasing

Exhibit A - Fee Schedule

sfsarchitecture



drivenbyconnections

SFS Hourly Rates
07/15/2021

SFS ARCHITECTURE

Senior Principal	\$200.00
Principal	\$160.00
Sr. Project Manager	\$150.00
Project Manager	\$135.00
Project Designer	\$135.00
Interior Designer II	\$125.00
Interior Designer I	\$100.00
Architect III	\$125.00
Architect II	\$110.00
Architect I	\$90.00
Emerging Professional Staff II	\$75.00
Emerging Professional Staff I	\$70.00
Administrative Assistant/ Clerical	\$65.00
