

**MODIFICATION NO. 001 TO AGREEMENT  
FOR PROFESSIONAL ARCHITECTURAL SERVICES  
FOR THE DOWNTOWN MARKET PLAZA PROJECT**

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_ day of January 2023, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and GLMV Architecture, Inc. (hereinafter "Architect").

**WITNESSETH:**

**WHEREAS**, City and Architect entered into an Agreement for Professional Architectural Services for Conceptual Master Planning and Public Components for the Downtown Lee's Summit Market Plaza Project dated January 3, 2022 (hereinafter "Base Agreement"); and

**WHEREAS**, City and Architect desire to amend the provisions of the Base Agreement as provided herein; and

**WHEREAS**, Architect has submitted a proposal for the amended architectural services and an estimate of costs to perform said services; and

**WHEREAS**, the City Manager is authorized and empowered by City to execute contracts providing for professional architectural services.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend the following Articles contained in the Base Agreement, as amended, as follows:

**ARTICLE I  
SCOPE OF BASIC SERVICES TO BE PROVIDED BY THE ARCHITECT**

Article I of the Base Agreement is hereby amended to also include the additional services noted as revisions in the modified Exhibit A from the Base Agreement, revised version attached hereto and incorporated herein by reference.

- A. Minor adjustments have been made for clarity of the final services required during this phase of work.

**ARTICLE II  
OPTIONAL SERVICES TO BE PROVIDED BY ARCHITECT**

Article II of the Base Agreement is hereby amended to also include the additional services noted as revisions in the modified Exhibit B from the Base Agreement, revised version attached hereto and incorporated herein by reference.

- A. Consultation services associated with the demolition and historic materials salvaging of the Ice House.

**ARTICLE III  
SCOPE OF DESIGN SERVICES FOR THE PUBLIC COMPONENTS**

Article III of the Base Agreement is hereby amended to also include the services noted in Exhibit C, attached hereto and incorporated herein by reference.

- A. Design phase services for the Public Components. This consists of Schematic Design, Design Development, Construction Documents, Pricing & Procurement, and Construction phase services.

**ARTICLE IV  
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

Article IV of the Base Agreement, is hereby amended and shall read as follows:

- A. City shall provide any additional services to the Architect if so identified in amended Exhibit A and B, and Exhibit C, and as indicated in any future amendments to this Agreement.

**ARTICLE V  
DESIGNATION OF CITY'S REPRESENTATIVE**

Article V of the Base Agreement, is hereby amended with the following new representative:

Mark Allen  
LANE4 Property Group, Inc.  
4705 Central Street  
Kansas City, MO 64112  
(913) 424-2807  
mallen@lane4group.com

**ARTICLE VI  
PAYMENTS TO THE ARCHITECT**

Article VI of the Base Agreement is hereby amended to provide additional compensation to Architect as follows:

- A. The compensation to be paid to Architect for the Basic Services described in Article I of this Modification No. 001 above shall not be increased. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of Two Hundred Fourteen Thousand Nine Hundred and no/100 Dollars (\$214,900.00).
- B. The additional compensation to be paid to Architect for the amended Optional Services described in Article II, of this Modification No. 001 above shall not exceed the total sum of Nineteen Thousand Two Hundred Fifty and no/100 Dollars (\$19,250.00). The total fees (lump sum including expenses) for the Optional Services is hereby amended and shall not exceed the total sum of Seventy-nine Thousand and no/100 Dollars (\$79,000.00).
- C. The additional compensation to be paid to Architect for Design Services for Public Components described in Article III of this Modification No. 001 above shall not exceed the total sum of One Million Five Hundred Seventy-three Thousand Two Hundred Fifty and no/100 Dollars (\$1,573,250.00). The total fees (lump sum including expenses) for the Design Services for Public Components is hereby amended and shall not exceed the total sum of One Million Five Hundred Seventy-three Thousand Two Hundred Fifty and no/100 Dollars (\$1,573,250.00).

- D. The amended total not to exceed amount for the Basic Services, Optional Services, and Design Services for Public Components is One Million Eight Hundred Sixty Seven Thousand One Hundred Fifty and no/100 Dollars (\$1,867,150.00).

**ARTICLE VII  
COMPLETION TIME**

Article VII of the Base Agreement is hereby amended as follows:

- A. No changes made as part of this Modification No. 001.

**ARTICLE VIII  
ALL OTHER TERMS REMAIN IN EFFECT**

All other terms of the Base Agreement, not amended by this Modification No. 001 to Agreement shall remain in full force and effect.

This Modification No. 001 to Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Architect.

**IN WITNESS WHEREOF**, the parties have caused this Modification to Agreement to be executed on date stated on Page 1.

**CITY OF LEE'S SUMMIT, MISSOURI**

\_\_\_\_\_  
Mark Dunning, City Manager

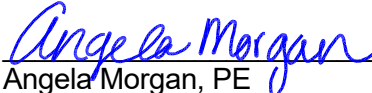
ATTEST:

\_\_\_\_\_  
City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of City Attorney

**GLMV ARCHITECTURE, INC.**

  
\_\_\_\_\_  
Angela Morgan, PE  
Vice President

ATTEST:

  
\_\_\_\_\_  
Robert C. Prunte, Jr.  
Project Manager



# EXHIBIT A “BASIC SERVICES”

## TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE DOWNTOWN MARKET PLAZA PROJECT

### SCOPE OF SERVICES FOR MASTER PLANNING

REVISED JANUARY 10, 2023

This Exhibit is intended to describe in list form the scope and additional information as well as materials or documents that shall be prepared by the Architect for the City’s consideration under the scope of the Architect’s Master Planning Services as well as the work of or by others that may be integrated as needed. Deliverables not specifically identified below shall be deemed excluded from the scope of services in the Agreement. Selected examples of exclusions are also indicated below along with selected examples of additional services that may be provided by the Architect upon request of the City and with additional compensation to the Architect. Optional Services are included in Exhibit B attached to the Agreement and incorporated by reference herein.

#### **Project Understanding**

The Downtown Market Plaza Project is a mixed-use public/private project located in Lee’s Summit, Missouri that is currently understood to be bounded by 2nd Street on the north, 3rd Street on the South, Green Street on the west and Johnson Street on the east and extending across Green Street into the area that currently serves as the Civic Plaza for City Hall. Redevelopment of streetscape and right-of-way areas within proximity to the project area is also anticipated.

The known scope of the Project as of the date of the Agreement is Master Planning services for overall project and which will inform the future design of the Public Components of the Project that will be delivered under the Construction Manager at Risk (also defined by AIA as Construction Manager as Constructor) delivery method.

The key Public Components the City desires to accommodate are as follows:

- **Community Gathering Space:** The City envisions a space that can be used for various events and programs, both publicly hosted and privately, on a rental basis. This space should be designed to be used separately or in conjunction with the Farmer’s Market Pavilion.
- **Permanent Farmers Market Pavilion:** The new home of downtown Lee’s Summit’s popular farmers’ market. This structure will host farmers markets and similar events for at least three seasons of the year.
- **Outdoor Performance & Festival Area:** Moveable stage to be placed around Green Street and the City Hall Plaza, subject to availability of space.
- **Gateway/Courtyard:** Public Space designed to welcome the public to the Market Pavilion and Community Event Space.
- **Streetscape & Right of Way Improvements:** Improvements to streetscape, utilities, and public right-of-way areas immediately adjacent to the development to integrate into the larger development and provide needed infrastructure to support the overall development.
- **Civic Plaza:** Reconfiguration and reconstruction of the Civic Plaza in front of City Hall to integrate into the larger development and provide areas for programming/functions.

The project will also include private development projects that are **not** part of this agreement. Architectural design services for those projects will be handled under separate agreements with private developers. Those private projects potentially could include the following:

- Boutique Hotel
- Multi-Family
- Office
- Retail/Restaurant

The Architect will be responsible for implementing an overarching vision for the project, as well as providing professional services for the public components at the Project's core, as described above. The general scope of services will be outlined in the noted Exhibits and are summarized as follows:

- Envision and implement an overall scheme for the Project, including the scaling of various components described above, with an eye towards balance between public and private components
- Provide insight on site constraints, design options, and market feasibility
- Coordinate and consult with other architects, engineers, design professionals, contractors that maybe involved in various sub-components of the Project.
- Provide selected predesign and due diligence support services for the Project.
- Under a future phase of work, and to be further described in Exhibit C, provide comprehensive architectural services for the public components: the Community Event Space and the Farmer's Market Pavilion facilities and the Outdoor Performance & Festival and Gateway/Courtyard areas.

The Architect's Basic Services shall include the disciplines required for Master Planning services. This includes Architecture, Civil Engineering, and Landscape Architecture.

### **Architect's Project Team**

The primary representatives for each Party shall be as enumerated in the Agreement for Professional Architectural Services. Our team will also include additional support staff as necessary to complete your Project in a timely manner.

The Architect shall include subconsultants for specific scope areas of the Project. The subconsultants may be involved in various phases of work throughout the duration of the Project. Refer to individual Exhibits for disciplines involved for each service category performed for the Project. The Architect identifies the following subconsultants for the Project:

Associate Architect	Collins Webb Architecture 307B SW Market Street Lee's Summit, MO 64063
Civil Engineering	The Olsson Studio 1814 Main Kansas City, MO 64108
Landscape Architecture	The Olsson Studio 1814 Main Kansas City, MO 64108

Structural Engineering	Leigh & O’Kane, LLC 250 NE Mulberry Street, Suite 201 Lee’s Summit, MO 64086
MEPF Engineering	Henderson Engineers, Inc. 8345 Lenexa Drive, Suite 300 Lenexa, KS 66214
Technology/AV/Security	Henderson Engineers, Inc. 8345 Lenexa Drive, Suite 300 Lenexa, KS 66214
Geotechnical Engineering	Alpha-Omega Geotech, Inc. 1701 State Avenue Kansas City, KS 66102
Land Surveying	The Olsson Studio 1814 Main Kansas City, MO 64108
Traffic Studies	The Olsson Studio 1814 Main Kansas City, MO 64108
Water Testing	The Olsson Studio 1814 Main Kansas City, MO 64108
Historic Preservation	Rosin Preservation, LLC 1712 Holmes Street Kansas City, MO 64108

**Architect’s Responsibilities**

1. The Architect shall provide the professional services as set forth in this Agreement, including any and all future executed amendments and supplemental exhibits once issued.
2. Except with the City’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.
3. The Architect shall manage the Architect’s services, consult with the City and the Construction Manager (once engaged), research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the City.
4. The Architect shall coordinate its services with those services provided by the City, the Construction Manager (once engaged), and the City’s consultants, if any. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the City, the Construction Manager, and the City’s consultants. The Architect shall provide prompt written notice to the City if the Architect becomes aware of any error, omission or inconsistency in such services or information.
5. The City shall not be responsible for discovering deficiencies in the technical accuracy of Architect’s services. Architect shall correct deficiencies in technical accuracy without additional compensation.

**Architect's Scope of Services / Master Planning**

1. The Architect will meet with the client to review scope, schedule, key milestones, and project roles throughout the project. The Architect will review relevant codes, and ordinances for the project site along with existing land uses.
2. Information Gathering & Program Verification:
  - a. The City shall provide programming and documents previously completed for the Project, if any.
  - b. The Architect shall review such previously completed preliminary programming documents to determine prior planning completed. If available, this will serve as a guide for information gathering discussions.
  - c. The Architect will research development criteria established by the City for the Project. This will include, but may not be limited to, code requirements, zoning ordinances, storm water requirements, existing utilities, easements and setbacks, signage regulations, and parking requirements. The Architect shall coordinate and communicate with the City and Developer as needed.
  - d. The Architect shall meet with the Developer and City specified key parties in up to four (4) collaborative information gathering processes/meetings for the purpose of Program Verification. These personnel may include, but may not necessarily be limited to, management and supervisory personnel from the following departments:
    - City Manager's Office
    - Public Works
    - Parks & Recreation
    - Facilities Maintenance & Operations
    - Information Technology
    - Building Codes Administration
    - Master Developer
    - Master Manager
    - Downtown Lee's Summit CID
    - Downtown Lee's Summit Main Street
    - Lee's Summit Economic Development Council
    - Farmer's Market Vendors
    - Other project stakeholders as identified.
  - e. The Architect shall consider the user groups routine operations to understand optimal functions and interactions.
  - f. The Architect shall discuss general level of quality and building design aesthetic goals of the City.
  - g. The Architect shall prepare and submit written minutes and conformed/refined City's space program, incorporating client review comments before final submission.
  - h. The Architect shall meet with the City's team to review the preliminary deliverables. Based upon City review and feedback, the Architect will refine the deliverables.
  - i. The Architect shall meet with the City's team to review the final deliverables and discuss next steps for the Project.



3. Master Planning Services:
  - a. Analysis and Review of Existing Conditions:
    - i. The Architect will assemble a base map to prepare required plan documents, with the survey of the project site. The Architect will use existing GIS data provided by the city for review of existing utilities.
    - ii. The Architect will create site analysis maps to visually depict major site features, including topography, watershed areas, infrastructure utilities, et cetera. The Architect will provide a preliminary review of the existing utilities on site for future building and site services.
    - iii. The Architect will review activity programming recommendations provided by Master Operator. The Architect will reconcile Public Components requirements received during Information Gathering & Program Verification with the results of the activity programming recommendations for concept plan development.
  - b. Concept Plan:
    - i. The Architect will collaborate with the Developer to evaluate market feasibility and mix and sizing of private and public components for the project.
    - ii. The Architect will prepare a maximum of three (3) site master plan concepts for the project area. Master plans will incorporate approved final programming requirements. The Architect will work with the City and Developer on the design developing a collaborative design between building layout and site improvements.
    - iii. The Architect will meet with City and Developer to present master plan concepts. The City and Developer will provide feedback on the concepts and select a preferred direction.
    - iv. The Architect will revise one (1) master plan concept for the project area, per received comments.
    - v. The Architect will prepare an overall rendered final master plan with legend and site element descriptions. Master plan graphics will be hand-developed, color rendered plans.
    - vi. The Architect will meet with City and Developer to present the revised site master plan concept.
    - vii. The Architect shall make one (1) revision to the final site masterplan based on developer/city provided comments. These will be submitted to the client for approval.
  - c. The Architect shall develop a 3-Dimensional model of the provided site plan boundary. Model will include existing landforms, site and right-of-way improvements, paving and walkways, and proposed structures shown on the master plan. This 3-dimensional site data will be utilized in preparation of final production of masterplan and schematic design renderings and visualizations.
  - d. The Architect shall prepare final architectural visualizations of the Project Master Plan. This may include, but not necessarily be limited to, rendered site plan, 3-dimensional views of the development, and animation(s).

4. Private Project Coordination after completion of Basic Services:
  - a. The Architect shall collaborate and coordinate with any identified third-party development teams (developer, design team, and construction) that may be engaged on the Project's private project components.
  - b. The Architect's services associated with the private projects will be limited to ensuring that those private projects coordinate with and are consistent with the design direction and technical requirements of the overall project conceived during Master Planning.
  - c. In the event that the Architect is engaged for any of the identified private projects, the City will not incur costs associated with these services for any such project.
5. Meetings:
  - a. One (1) Project Kickoff meeting
  - b. Sixteen (16) Design/Developer weekly meetings (1 hour virtual meeting)
  - c. Four (4) progress meetings with Developer/City
  - d. Two (2) Design Review Meetings with Developer/City
  - e. One (1) public engagement meeting with Master Operator
  - f. Four (4) Stakeholder information gathering processes/meetings
  - g. Two (2) City Council meetings
  - h. One (1) Final Design Presentation Meeting
  - i. Sixteen (16) future meetings with private project development teams

### **City's Responsibilities**

1. Unless otherwise provided for under this Agreement, the City shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program if available which shall set forth the City's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Architect, the City shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
2. The City shall coordinate the services of its own consultants and service providers with those services provided by the Architect. Upon the Architect's request, the City shall furnish copies of the scope of services in the contracts between the City and the City's consultants. The City shall furnish the services of consultants other than those designated in this Agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The City shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.
3. The City shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the City's needs and interests.
4. The City shall provide the Architect access to the Project site.

**Project Assumptions**

Our Services are based on the following assumptions:

1. Delivery of these Services do not constitute a sale of the Architect's intellectual property. It is not anticipated that the design and technical documentation of the Project shall be used for future City projects without the Architect's involvement.
2. We will use the version of the IBC currently adopted by the City for the governing code.
3. Off-site improvements such as utility extensions and similar outside the limits of the established project area are not included.
4. Specialty consultants not listed in this Agreement are not included in our Fee.
5. Deliverables will be furnished to the City in electronic/digital format.
6. Meeting participation by some or all parties may be in-person or virtual as deemed appropriate by project activities and with respect to public health concerns.

**Compensation & Expenses**

Total compensation for the requested Scope of Master Plan Services ("Basic Services") is proposed on an hourly basis not to exceed Two Hundred Fourteen Thousand Nine Hundred and no/100 Dollars (\$214,900.00). The compensation for the Architect's Basic Services is estimated to be divided by phase as follows:

Information Gathering .....	Twenty-five Percent .....	( 25.0%)
Concept Plan .....	Fifty-three Percent .....	( 53.0%)
<u>Private Project Coordination</u>	<u>Twenty-two Percent</u>	<u>( 22.0%)</u>
Total Compensation	One Hundred Percent	(100.0%)

Should the Architect not expend the full value of any given task, they shall be allowed to utilize unused hours and fee on subsequent phases of work, providing the maximum compensation established herein is not exceeded.

Expenses are included in the compensation for Basic Services, and include expenses incurred by the Architect and the Architect's subconsultants directly related to the Project, as follows:

1. Transportation, at the current mileage rate established by the IRS, and authorized out-of-town travel and subsistence.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Printing, reproductions, plots, standard form documents.
4. Postage, handling and delivery, including courier services.
5. All taxes levied on professional services and on reimbursable expenses.
6. Other similar Project-related expenditures authorized by the City.

### **Proposed Project Schedule**

The current anticipated completion date for the services covered by this Exhibit A is anticipated by April 2022. The final schedule will be developed collaboratively with the Developer and City.

The Architect shall coordinate with Developer and City and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the Architect's services.

Once the City, Developer, and Architect agree to the time limits established by the Project schedule, the parties shall not exceed them, except for reasonable cause.

### **Additional Services**

Services requested beyond the scope of Services described above and as incorporated in future amendments shall be considered Additional Services. Additional Services shall be provided if requested and authorized in writing by the City and will be performed on an hourly not-to-exceed or lump sum amount to be mutually agreed to by both parties prior to beginning. Anticipated expenses devoted to an Additional Service shall be included in the not-to-exceed compensation proposed and are subject to the terms for Project expenses outlined herein.

Additional Services involve Project Services requested by the City when it is deemed useful for the Architect to assist with and/or resolve issues over the course of the Project. Selected examples of Additional Services include:

1. Preparation of additional masterplan schemes more than those indicated in this Agreement.
2. Attendance at meetings with the City's lobbyists, counsel, or consultants regarding project strategy.
3. Financial feasibility or other special studies.
4. Attendance at neighborhood meetings except if indicated herein.
5. Attendance at design review subcommittee meetings except if indicated herein.
6. Attendance at planning commission meetings except as indicated herein.
7. Attendance at city council meetings except as indicated herein.

### **Excluded Services**

Cited exclusions are selective in nature and offered as a courtesy to assist the City in identifying typical exclusions. Excluded Services may be able to be added to the Project as Additional Services by the Architect or a consultant to the Architect if requested by the City. It is far from exhaustive and not intended to highlight every Project-related occurrence that may be excluded from our Services.

1. Environmental studies and reports.
2. Historic and archeological studies except as indicated herein.



# EXHIBIT B “OPTIONAL SERVICES”

## TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE DOWNTOWN MARKET PLAZA PROJECT

### SCOPE OF SERVICES FOR OPTIONAL SERVICES

REVISED JANUARY 10, 2023

This Exhibit is intended to describe in list form the scope and additional information as well as materials or documents that shall be prepared by the Architect for the City’s consideration under the scope of the Architect’s Optional Services as well as the work of or by others that may be integrated as needed. Deliverables not specifically identified below shall be deemed excluded from the scope of services in the Agreement. Selected examples of additional services and exclusions, if any, are also indicated below that may be provided by the Architect upon request of the City and with additional compensation to the Architect.

#### **Project Understanding**

Refer to Exhibit A for a general summary of the project and scope. The Scope of Services for Optional Services relates to due-diligence and predesign services necessary to support the master planning, and the final design and construction of the Project.

The Architect’s Optional Services shall include the disciplines required to perform said services. This includes Architecture, Civil Engineering, Landscape Architecture, Geotechnical Engineering, Land Surveying, Ice House Structural Assessment, Ice House Historic Preservation Assessment, Ice House Historic Demolition Consulting, and Private Project Parcel Legal Descriptions.

The City and Architect may rely on this initial information and project understanding. Both parties, however, recognize that such information may materially change, and in that event, the City and the Architect shall appropriately adjust the schedule, the Architect’s services, and the Architect’s compensation.

#### **Architect’s Project Team**

The primary representatives for each Party shall be as enumerated in the Agreement for Professional Architectural Services. Refer to Exhibit A for subconsultants identified for this Project that will be utilized for specific disciplines and/or services enumerated herein.

#### **Architect’s Responsibilities**

Refer to Exhibit A and C for responsibilities of the Architect.

**Architect's Scope of Services / Optional Services**

1. Geotechnical Engineering:
  - a. The Architect shall furnish services of geotechnical engineers to assess the Project area.
  - b. The services of the geotechnical engineer may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions.
  - c. The geotechnical engineer will provide written reports and appropriate recommendations.
  - d. Additional borings can be provided for \$500 per mobilization plus \$500 per boring during each mobilization. These costs include engineering and report of findings.
2. Land Surveying:
  - a. Boundary/ALTA Survey:
    - i. The Architect shall furnish the services of a Land Surveyor perform a boundary survey of Project area bounded by SE 2nd Street on the north, SE Johnson Street on the east, SE 3rd Street on the south, and the east face of City Hall on the west side.
    - ii. Ownership informational reports shall be ordered through a local title company and available record documents shall be plotted, including existing right-of-way, recorded plats, Ownership lines, and plottable existing easements for base map planning and design. Informational reports and copies of Schedule B II documents shall be provided by City, or if ordered by the Architect, paid for by City as a reimbursable expense.
  - b. Topographic Design Survey:
    - i. The Architect shall furnish the services of a Land Surveyor to provide a topographic design survey for approximately nine (9) acres, as described above.
    - ii. Survey shall depict observed utilities, dimensions of existing buildings exterior walls, spot elevations at exterior doorways, existing contours at one (1)-foot intervals, existing feature locations, including pavement, buildings, trees, tree mass lines, storm and sanitary sewer structures, pipe sizes, flow lines, and materials.
    - iii. Utility companies shall be contacted through the Missouri One Call System and marked utilities shall be shown on topographic survey. Private utility maps not located through Missouri One Call System that are provided, shall be plotted in accordance with above ground structures.
    - iv. The Surveyor shall provide three (3) horizontal control points tied to NAD Missouri Coordinate System 1983 West Zone; and three (3) benchmarks tied to NAVD 1988 elevation datum.
    - v. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths shall not be obtained or indicated on topographic survey.
    - vi. Survey of utilities shall be based on tracing and marking by Missouri One Call System utility locater if within this Scope of Services. The City understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. The Architect is not responsible for miss-marked or unmarked utilities.



- c. The Architect shall review the potential historic materials intended to be salvaged with the City and the City shall provide feedback and approval of the intended materials.
  - d. The Architect shall prepare written specifications for the historic dismantling and removal of items intended to be salvaged and furnish to the City's prime consultant. The specification will also require the City's demolition contractor to palletize and itemize materials salvaged, and direct storage at a municipal facility of the City's preference.
  - e. The Architect shall provide the City's prime consultant with recommendations for the sequence of demolition of the structure. Such sequence will be a guide only and the City's demolition contractor will remain solely responsible for the means, methods, sequencing, and scheduling of their work.
  - f. Prior to demolition, the Architect shall provide photography services to document the exterior and interior of the building. The purpose of the photography will be for potential use and display at areas of the Project. Photography will be high-resolution, and we have included post-processing as needed to prepare print-ready images for future use. The City will arrange for power to be provided from adjacent facilities or streetlights as well as extension cords for the Architect's use to energize portable lighting within the facility.
  - g. The Architect shall provide up to four (4) visits each for architectural and structural engineering staff during the demolition process. A written report with photos will be provided to the City.
6. Private Project Legal Descriptions:
- a. The Architect shall furnish the services of a licensed Engineer or Land Surveyor to prepare metes and bounds legal descriptions and exhibits for items, including drainage easements, common access areas, non-platted parcels, etc, as required by City, or utility companies.
  - b. The Architect is providing such legal descriptions for various portions of the Project area to support the establishment of ground leases or property sales for private development projects that may occur within the limits of the Project area.

**City's Responsibilities**

Refer to the scope enumerated herein as well as Exhibit A and C for responsibilities of the City.

**Compensation & Expenses**

Total compensation for the requested Scope of Master Plan Services is proposed on a lump sum basis of Seventy-nine Thousand and no/100 Dollars (\$79,000.00). The compensation for the Architect's Optional Services is divided by task as follows:

Geotechnical Engineering .....	\$ 20,900.00
Land Surveying .....	27,500.00
Ice House Structural Assessment.....	1,450.00
Ice House Historic Preservation Assessment.....	5,950.00
Ice House Demolition Consulting Services .....	19,250.00
<u>Private Project Legal Descriptions</u>	<u>3,950.00</u>
Total Optional Compensation	\$ 79,000.00



City of Lee's Summit – Downtown Market Plaza Project  
Exhibit B – Optional Scope of Services  
Revised January 10, 2023  
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Expenses are included in the compensation for Optional Services, and include expenses incurred by the Architect and the Architect's subconsultants directly related to the Project. Refer to Exhibit A for enumeration of allowed reimbursable expenses.

**Additional Services & Exclusions**

Refer to Exhibit A and C for potential additional services and standard exclusions for the Project.

# EXHIBIT C

## TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE DOWNTOWN MARKET PLAZA PROJECT

### SCOPE OF SERVICES FOR DESIGN OF PUBLIC COMPONENTS

This Exhibit is intended to describe in list form the scope and additional information as well as materials or documents that shall be prepared by the Architect for the City's consideration in each phase under the scope of the Architect's Basic Services as well as the work of or by others that may be integrated as needed. Deliverables not specifically identified below shall be deemed excluded from the scope of services in the Agreement. Selected examples of additional services and exclusions, if any, are also indicated below that may be provided by the Architect upon request of the City and with additional compensation to the Architect.

#### **Project Understanding**

Refer to Exhibit A for a general summary of the project and scope. The Scope of Services for Basic Services relates only to the final identified Public Components that are approved by the City from the results of the Master Planning phase of work. Basic Services related to those final components will include Schematic Design, Design Development, Construction Documents, Construction Phase Administration, Project Close-Out as outlined in the Agreement and this Exhibit C.

The Architect's Basic Services shall include the disciplines required to design and construct the facilities and develop the site. This includes Architecture, Interior Design, Civil Engineering, Landscape Architecture, Structural Engineering, and Mechanical/Electrical/Plumbing/Fire Protection Engineering, and Technology/Audio-Visual Design.

Additional Optional Services could be any listed in Exhibit A as Additional or Excluded services. Other Optional Services the City wants to consider shall be negotiated and incorporated into the Project with additional compensation and mutually agreed upon schedule adjustments.

The City and Architect may rely on this initial information and project understanding. Both parties, however, recognize that such information may materially change, and in that event, the City and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

#### **Architect's Project Team**

The primary representatives for each Party shall be as enumerated in the Agreement for Professional Architectural Services. Refer to Exhibit A for subconsultants identified for this Project that will be utilized for specific disciplines and/or services enumerated herein.

### **Architect's Responsibilities**

1. Refer to Exhibit A for additional responsibilities of the Architect.
2. Construction Manager Selection Assistance:
  - a. The Architect shall review submissions of Construction Management firms who have submitted qualifications statements to the City and score them according to the City's established criteria.
  - b. The Architect shall attend a virtual scoring meeting with the City and Developer.
  - c. The Architect shall participate in up to three (3) interviews of Construction Management firms who are shortlisted.
  - d. The Architect shall participate in an in-person interview follow-up meeting with the Owner. The Architect shall not be a voting member of the selection committee but shall offer their professional judgement and opinions regarding the interviews and the performance of the firms presenting.
3. The Architect shall provide its services in conjunction with the services of the selected Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.
4. The Architect shall not be responsible for the City's directive or substitution, or for the City's acceptance of non-conforming work, made without the Architect's approval.
5. The Architect shall, at appropriate times, in coordination with the Construction Manager (once engaged), contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such entities.
6. The Architect shall assist the City and Construction Manager (once engaged) in connection with the City's responsibility for filing documents required for the approval of the City.
7. The Architect has included twelve (12) meetings during pricing and procurement activities during design phases to coordinate with the Construction Manager on scope, quality, and cost to support the Construction Manager's estimating efforts.
8. Evaluation of the Construction Manager's cost estimates:
  - a. The Architect shall review the Construction Manager's estimates when provided after interim or end of phase deliverables have been delivered.
  - b. The Architect shall advise the Construction Manager if scope and cost need to be adjusted and work collaboratively such that the final estimates provided will address the known Project requirements.
  - c. The Architect shall advise the Owner if they feel, consistent with their professional judgement, that the estimates provided appear to be fair and reasonable.
9. Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal:
  - a. Prior to the City's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall (i) review and approve or deny (after consulting with the City) in writing the Construction Manager's requests for substitutions and, (ii) upon written request of the Construction Manager, provide written clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the City on all communications related thereto.
  - b. During one of the design phases, the City will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the City in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or

inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. If the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the City and Construction Manager.

- c. Upon authorization by the City, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.
10. Presentation to the Governing Body: If requested by the City, the Architect shall participate in a presentation of the design and Guaranteed Maximum Price to the City Council. The City shall require that the Construction Manager also participate in the presentation.

### **Architect's Scope of Services/Basic Services**

1. Schematic Design Phase Services:
  - a. The Architect shall consult and discuss with the City and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the City's sustainable objectives. The Architect shall reach an understanding with the City regarding the requirements of the Project.
  - b. The Architect shall meet with the Developer and City specified key parties during a half-day collaborative information gathering meeting for the purpose of verifying the final program against the results of the masterplanning process. These personnel may include, but may not necessarily be limited to, management and supervisory personnel from the following departments:
    - City Manager's Office
    - Public Works
    - Parks & Recreation
    - Facilities Maintenance & Operations
    - Information Technology
    - Master Developer
    - Downtown Lee's Summit CID
    - Downtown Lee's Summit Main Street
    - Other project stakeholders as identified by the City.
  - c. Based on the Project requirements agreed upon with the City, the Architect shall prepare and present to the City and Construction Manager, for the City's approval, a preliminary design illustrating the scale and relationship of the Project components.
  - d. Based on the City's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the City's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

- e. The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the City's program, schedule and budget for the Cost of the Work.
  - f. If available at the time of Schematic Design, the Architect shall consider initial FF&E selections by the City in the design of the project and shall indicate such within the design documents prepared by the Architect.
  - g. The Architect shall consider with the City and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the City's schedule and budget for the Cost of the Work.
  - h. The Architect shall submit the Schematic Design Documents to the City and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.
  - i. Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall identify agreed upon adjustments to the Project's size, quality, or budget, and request the City's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the City's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.
  - j. In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the City.
  - k. The Architect has included meetings during Schematic Design Phase Services not to exceed the following quantities:
    - One (1) information gathering / programming workshop with stakeholders
    - One (1) interim design presentation to City staff
    - One (1) final design presentation to City staff
    - One (1) presentation to City Council
    - Four (4) biweekly virtual meetings with design team, Developer, and Construction Manager
    - Two (2) cost coordination meetings with Construction Manager
    - Internal team meetings as needed to develop the design and prepare for presentations
2. Design Development Phase Services:
    - a. Based on the City's approval of the Schematic Design Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the City's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural,

structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include preliminary specification information (outline style or specification index as appropriate) that identifies major finishes, materials and systems and establish in general their quality levels.

- b. The Architect shall continue to coordinate with the Owner's FF&E package for the Projects and shall coordinate with the Owner regarding finishes for FF&E items relative to the interior design finish selections being proposed for the Project.
  - c. Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the City and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.
  - d. Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall identify agreed upon adjustments to the Project's size, quality, or budget, and request the City's approval of the Design Development Documents.
  - l. The Architect has included meetings during Design Development Phase Services not to exceed the following quantities:
    - One (1) interim design presentation to City staff
    - One (1) final design presentation to City staff
    - Six (6) biweekly virtual meetings with design team, Developer, and Construction Manager
    - Internal team meetings as needed to develop the design and prepare for presentations
3. Construction Documents Phase Services:
- a. Based on the City's approval of the Design Development Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the City's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of finishes, materials and systems and other requirements for the construction of the Work. The City and Architect acknowledge that to construct the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with the scope of Construction Phase services identified herein.
  - b. The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
  - c. During the development of the Construction Documents, if requested by the City, the Architect shall assist the City, the City's attorney, and the Construction Manager in the development and preparation and assembly of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms. The Architect shall include final Conditions of the Contract for Construction as part of the Project Manual.
  - d. Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the City and the Construction Manager. The Architect shall meet with the City and Construction Manager to review the Construction Documents.

- e. Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall identify agreed upon adjustments to the Project's size, quality, or budget, and obtain the City's approval of the Construction Documents.
  - f. The Architect shall submit the Construction Documents to the City, and if determined to be required, any other authorities having jurisdiction over the Project, for the purpose of approval and issuance of building permits. The Architect shall receive, and review comments made by the City and shall offer clarifications and make any adjustments to the Construction Documents necessary to achieve approval.
  - m. The Architect has included meetings during Construction Documents Phase Services not to exceed the following quantities:
    - One (1) interim design presentation to City staff
    - One (1) final design presentation to City staff
    - Eight (8) biweekly virtual meetings with design team, Developer, and Construction Manager
    - Internal team meetings as needed to develop the design and prepare for presentations
4. Construction Phase Services:
- a. The Architect shall provide administration of the Contract between the City and the Construction Manager as set forth below and in the Contract for Construction. If the City and Construction Manager modify the Contract for Construction, those modifications shall not affect the Architect's services under this Agreement unless the City and the Architect amend this Agreement.
  - b. The Architect's responsibility to provide Construction Phase Services commences upon the City's acceptance of the Construction Manager's Guaranteed Maximum Price proposal. The Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.
  - c. The Architect shall advise and consult with the City and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the City only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts, directives, errors, or omissions, but shall not have control over or charge of, and shall not be responsible for, acts, directives, errors, or omissions of the Construction Manager or of any other persons or entities performing portions of the Work that are not under the control of the Architect.
  - d. Evaluations of the Work:
    - i. The Architect shall visit the site at intervals appropriate to the stage of construction or as requested by the City to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Based on the site visits, the Architect shall keep the City reasonably informed about the progress and

- quality of the portion of the Work completed, and report to the City in writing (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.
- ii. The Architect has the authority to reject Work, with the prior approval of the City, that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, with the City's prior approval, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work that are not under the control of the Architect.
  - iii. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the City or Construction Manager. The Architect's shall respond in writing within any time limits agreed upon or otherwise with reasonable promptness.
  - iv. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both City and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents, and as approved by the City.
  - v. Unless the City and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in the Contract, the Architect shall render initial decisions on Claims between the City and Construction Manager as provided in the Contract Documents.
- e. Certificates for Payment to Construction Manager:
- i. The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the City, based on the Architect's evaluation of the Work and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.
  - ii. The issuance of a Certificate for Payment shall not be a guarantee that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from



Subcontractors and material suppliers and other data requested by the City to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

iii. The Architect shall maintain a record of the Applications and Certificates for Payment and provide a copy of such to the City upon request.

f. Submittals:

i. The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

ii. In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

iii. If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

iv. The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

v. The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

g. Project Completion:

- i. The Architect shall conduct inspections to determine the date(s) of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- ii. The Architect's inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.
- iii. When the Work is found to be substantially complete, the Architect shall inform the City about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- iv. The Architect shall forward to the City the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.
- v. The Architect shall maintain during the Construction Phase a conformed set of Construction Documents that reflects design adjustments made as the construction of the Project progresses. At Project Completion, the Architect shall furnish the City with a copy of the updated Construction Documents and a copy of the digital drawing files for their use. This transmittal will be included with the Construction Manager's record drawings, submittals, delegated design documents, coordination drawings, and other Project documents required by the Contract.
- vi. Upon request of the City, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the City to review the facility operations and performance.

**City's Responsibilities**

1. Refer to Exhibit A for additional responsibilities of the City.
2. The City shall retain a Construction Manager to provide services, duties, and responsibilities as described in AIA Documents A133 and A201; provided that the City shall not be in breach of this term by amending AIA Documents A133 and A201, and any attachments to such documents, to meet the City's needs and requirements.
3. The City shall furnish the services of a Construction Manager who will be responsible for creating the Project schedule. The City shall adjust the schedule if the City, in its sole discretion, deems it necessary, as the Project proceeds.
4. The City shall establish and periodically update the City's budget for the Project, including (1) the budget for the Cost of the Work; (2) the City's other costs; and (3) reasonable contingencies related to all of these costs.
5. The City shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the City significantly increases or decreases the City's budget for the Cost of the Work, the City shall notify the Architect. The City and the Architect shall

thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

6. The Cost of the Work established by the City shall be the total cost to the City to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the City.
7. The City shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services.
8. The City acknowledges that accelerated, phased, or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the City incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the City selects accelerated, phased, or fast-track scheduling, the City agrees to include in the budget for the Project sufficient contingencies to cover such costs.
9. Should the project needs dictate a code modification or variance, the City shall coordinate and lead the process of submitting and seeking approval of such. The Architect shall furnish the City with any design documents needed to support that effort.
10. The City shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
11. The City shall provide prompt written notice to the Architect and Construction Manager if the City becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's drawings and specifications.
12. The City shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.
13. Before executing the Contract for Construction, the City shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The City shall provide the Architect a copy of the executed agreement between the City and Construction Manager, including the General Conditions of the Contract for Construction.
14. The City shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.
15. City shall provide camera video for the storm main from the project site at 2nd and Green Street northeast to outlet channel at Wilson Street and Eastridge Street.
16. City shall provide survey from project site at 2nd and Green Street to storm main outlet at Wilson Street and Eastridge Street. If not provided the Architect can provide as an additional service.
17. Refer to Exhibit A for additional City responsibilities.

### **Project Assumptions**

Our Services are based on the following assumptions:

1. The Construction Manager will conduct not more than two (2) final pricing/bid processes. It is assumed that the first will be an early works package consisting of site work, underground utilities and footings/foundations and will occur at approximately 50% Construction Documents. The second final pricing/bid process will cover all remaining construction scope of work for the Project.
2. The Public Components shall be designed and constructed concurrently, with work phased in the project area as needed to accommodate site logistics and City requirements. Should Public Components be constructed sequentially, additional time and compensation will be necessary.
3. The Architect shall prepare for, attend, and present the Project up to two (2) times and consistent with routine Planning Commission procedures. We assume that all Public Components will appear on the same agenda for consideration by the Planning Commission.
4. The Architect shall prepare submittals as required for preliminary and final development plan processes required by the City.
5. The Architect shall prepare submittals as required for land disturbance, utility provider, and storm water protection approvals.
6. The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the City:
  - a. Two (2) reviews, including the initial review and one resubmittal, of each Shop Drawing, Product Data item, sample, and similar submittals of the Construction Manager.
  - b. Twenty-eight (28) visits to the sites by the Architect over the duration of the Project during construction.
  - c. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
  - d. Two (2) inspections for any portion of the Work to determine final completion.
7. Detailed Cost Estimating Services shall be provided by the Construction Manager and, therefore, are not included in the proposed Services. Material and system takeoffs and permit/fee cost assessments are also not included.
8. Payment by City to Architect shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Architect exclusively for the 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 Architect. Any reuse without written verification or adaptation by Architect for the specific purpose intended will be at City's risk and without liability or exposure to Architect, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Architect from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
9. We will use the version of the IBC currently adopted by the City at the time of execution of this Agreement for the governing code.
10. The Architect shall provide storm sewer relocation plans and extensions for the public main to relocate the approximately 440 linear feet of main that travel diagonally from SE Green St. to SE 2nd St. through the proposed site. The proposed plan will follow the public street to route around the proposed development. The project scope will also include a conditional assessment of the downstream line from the relocation at SE 2nd St. to the end of the pipe that is located

approximately 850 Linear feet to the intersection of Wilson Street and Eastridge St. The Architect shall work with city to review camera analysis provided by the city to assess the condition and recommend repairs along this length of storm main. Plans shall provide storm sewer layout, hydraulic design, profile design, street demolition and replacement, preparation, and submittal of construction documents. The Architect shall prepare cost estimates for the developer and City. Plan revision to address city comments will be completed, as required to secure approval. The Architect reserves the right to request an amendment for the relocation if a significant change to the plan is requested by the client to accommodate a development change to the site plan.

11. The Architect will provide research of previously approved drainage studies for nearby developments, development of existing and proposed conditions, and future full build out models, analysis of impacts due to proposed development, detention, and BMP design in accordance with City standards, preparation and submittal of storm drainage study, and revisions per City comments to obtain City approval. Study will incorporate models provided by the city for nearby detention and upstream analysis of those areas that discharge into the project site. The main project area of the analysis will encompass the block of 2nd street to 3rd street and from Johnson street to the alley to the west of City Hall.
12. Other off-site improvements such as utility extensions and similar outside the limits of the established project area are not included.
13. Design, selection, and specification of furniture, fixtures, and equipment (FF&E) is not included.
14. Green building/sustainable design services/LEED certifications is not included.
15. Building and systems commissioning services is not included.
16. Specialty consultants not listed in this Agreement are not included.
17. Any design/professional services not enumerated as part of this Agreement are not included.
18. Deliverables will be furnished to the City in electronic/digital format. CAD/Revit files will be provided to the City, Developer, Construction Manager, or subcontractors with a signed release.
19. Meeting participation by some or all parties may be in-person or virtual as deemed appropriate by project activities and with respect to public health concerns.
20. Refer to Exhibit A for additional Project assumptions.

**Compensation & Expenses**

Total compensation for Design Services shall be a lump sum of One Million Five Hundred Seventy-three Thousand Two Hundred Fifty and no/100 Dollars (\$1,573,250.00). Compensation is divided as follows:

Schematic Design .....	\$ 221,614.00
Design Development .....	402,935.00
Construction Documents .....	480,423.00
Pricing & Procurement .....	142,577.00
Construction Phase .....	302,201.00
<u>Expense Allowance</u> .....	<u>23,500.00</u>
Total Compensation	\$ 1,573,250.00

The Architect shall bill on a percentage complete basis monthly for services delivered in each phase. The City acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

Expenses are estimated and included as an allowance above, and include expenses incurred by the Architect and the Architect's subconsultants directly related to the Project. Expenses will only be billed as incurred. Refer to Exhibit A for enumeration of allowed reimbursable expenses.

### **Proposed Project Schedule**

The current anticipated completion date for the services currently covered by amended Exhibit A and new Exhibit C is anticipated by March 2025. The final schedule will be developed collaboratively with the Developer and City.

Within ten (10) calendar days from the Notice to Proceed into Design Development Phase Services issued, the Architect shall submit to the City, Developer, and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager.

The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the City's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the City's consultants (if any), and (5) for approval of submissions by authorities having jurisdiction over the Project.

The Architect shall coordinate with Developer and Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the Architect's services.

Once the City, Developer, Construction Manager, and Architect agree to the time limits established by the Project schedule, the parties shall not exceed them, except for reasonable cause.

### **Additional Services**

Services requested beyond the scope of Services described above and as incorporated in future amendments shall be considered Additional Services. Additional Services shall be provided if requested and authorized in writing by the City and will be performed on an hourly not-to-exceed or lump sum amount to be mutually agreed to by both parties prior to beginning. Anticipated expenses devoted to an Additional Service shall be included in the not-to-exceed compensation proposed and are subject to the terms for Project expenses outlined herein.

Additional Services involve Project Services requested by the City when it is deemed useful for the Architect to assist with and/or resolve issues over the course of the Project. Selected examples of Additional Services include:

1. Preparation of additional design schemes more than those indicated in this Agreement.
2. Attendance at meetings with the City's lobbyists, counsel, or consultants regarding project strategy.
3. Financial feasibility or other special studies.
4. Attendance at neighborhood meetings except if indicated herein.
5. Attendance at design review subcommittee meetings except if indicated herein.
6. Attendance at planning commission meetings except as indicated herein.
7. Attendance at city council meetings except as indicated herein.
8. Revisions to approved design and documentation directed by the City that are not the fault of the Architect, or resulting from changes during construction, or that differ from the initial information as referenced above or from programming process results.

9. Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.
10. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations.
11. To the extent the Architect's Basic Services are affected, providing Construction Phase Services sixty (60) days after the established date of Substantial Completion of the Work.
12. Preparation of comprehensive record (as-built) drawings after construction is complete.

### **Excluded Services**

Cited exclusions are selective in nature and offered as a courtesy to assist the City in identifying typical exclusions. Excluded Services may be able to be added to the Project as Additional Services by the Architect or a consultant to the Architect if requested by the City. It is far from exhaustive and not intended to highlight every Project-related occurrence that may be excluded from our Services.

1. Environmental studies and reports.
2. Historic and archeological studies except as indicated herein.
3. Fire hydrant and domestic water flow testing and analysis.
4. Water pressure and quality testing.
5. Additional storm water detention or design calculations due to existence of a master drainage plan.
6. Sanitary Sewer Studies and Capacity Analysis.
7. Traffic impact studies.
8. Permitting or other fees required by authorities having jurisdiction.
9. Environmental or hazardous materials testing and abatement.
10. Soils stabilization and shoring engineering.