

June 24, 2025

Mr. Matt Winters, City Administrator
City of Jackson, Missouri
101 Court Street, City Hall
Jackson, MO 63755

PROPOSAL FOR ARCHITECTURAL SERVICES
Jackson Civic Center – Existing Building Expansion
Jackson, Missouri

Mr. Winters,

Thank you for the opportunity to submit a proposal for the partial renovation and expansion to the Jackson Civic Center. The following information is based on the dialog and feedback provided during our onsite meetings and lists the scope of work discussed and our fee proposal.

I. SCOPE OF WORK

The existing building is approximately 23,400 square feet and includes a FEMA Safe Room that serves as an athletic multi-court facility, two large and one small meeting room served by a caterer's kitchen, a conference room, administrative offices, and a large, open foyer with concessions. Based on our discussions with Mr. Lipe and Mr. Eastridge, it's our understanding that the Owner would like to expand the building to provide space for more adequate storage, additional office space, an additional large meeting room to meet growing demand for a larger event space, and reprogramming of caterer's kitchen to allow for better loading/unloading access and/or positioned for better servicing during events. The exact size and program of the new addition is to be determined with future schematic design development and feedback from the Owner, and no budget has been established for the project at this point. Based on this information, we propose providing standard architectural design services to be broken down in the following phases:

II. PHASES OF WORK

Phase I:

Phase I will include architectural Preliminary Design services for the purposes of assisting the City of Jackson with establishing a program and budget to be presented to the Board of Alderman for approval.

1. Photos and field measurements of existing site and facility.
2. Space programming (needs and requirements to be discussed with Owner).
3. Existing and Proposed Site Plan (Aerial view).
4. Existing and Proposed Floor Plan and Exterior elevations.
5. Renderings of exterior and interior spaces.
6. Preliminary cost estimate/budget.

Phase 2:

Phase 2 will include standard professional architectural, structural, mechanical, electrical, and plumbing design services for development, documentation, and administration of the instruments of service.

1. Schematic Design: Develop/revise the Preliminary Design and cost estimates as required from Phase I with the City approval before moving forward.
2. Design Development: Develop overall design in more detail with Structural, Mechanical, Electrical, and Plumbing engineers as required with the City's approval before moving forward.
3. Construction Documents: Detailed plans and specifications for bidding with the City's approval.
4. Bidding and Negotiation: Bid the project on open market to General Contractors.
5. Construction Administration: Provide an AIA Contract between City and General Contractor. Review and approve pay applications and provide monthly field reports, etc.

III. COMPENSATION

Phase I: We propose to provide Phase I for a lump sum of \$15,000 to be billed in monthly installments as work is completed.

Phase 2: When you choose to move forward with Phase 2, we propose to use the *Standard AIA Owner/Architect Agreement* as published by the American Institute of Architects (AIA). Our fee for full design and engineering services will be 8.5% of the cost of the work along with a credit for Phase I.

IV. REIMBURSABLE

- a. Civil engineering. (TBD in Phase 2)
- b. Geotech soils analysis (TBD in Phase 2)
- c. Other as maybe authorized by Owner

To commence work for Phase I only, please return one signed copy of this proposal. We would anticipate beginning field measurements as soon as possible, if convenient for the City of Jackson's schedule. We are excited for the opportunity to work with you and look forward to a successful project!

Sincerely,



Michael D. Pollard, Principal

Accepted:

Name

Title

Date



AGREEMENT FOR PROFESSIONAL SERVICES

SECTION A – SERVICES

1. Scope of Services. The CLIENT and the ARCHITECT have agreed to a list of Basic Services the ARCHITECT will provide to the CLIENT, listed on the attached Proposal.
2. Additional Services. Additional services may be requested by the CLIENT. Additional Services are not included as part of the Basic Scope of Services and shall be paid for by the CLIENT in addition to payment for Basic Services, in accordance with the ARCHITECT's prevailing fee schedule, as provided for in Section B, Compensation, or as agreed to by the CLIENT and the ARCHITECT.
3. Excluded Services. Services not listed in the Proposal are specifically excluded from the scope of the ARCHITECT's services. The ARCHITECT assumes no responsibility to perform any services not specifically listed in the Proposal.
4. Timeliness of Performance. The CLIENT and ARCHITECT are aware that many factors outside the ARCHITECT's control may affect the ARCHITECT's ability to complete the services to be provided under the Agreement. The ARCHITECT will perform these services with reasonable diligence and expediency consistent with sound professional practices.
5. Schedule for Rendering Services. If requested by the CLIENT, the ARCHITECT shall prepare and submit for CLIENT approval a schedule for the performance of the ARCHITECT's services. This schedule shall include reasonable allowances for review and approval times required by the CLIENT, performance of services by other consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT, or for delays or other causes beyond the ARCHITECT's reasonable control.

SECTION B – COMPENSATION

1. Fees. Unless otherwise stated in the Proposal, the CLIENT shall compensate the ARCHITECT for services provided under this Agreement on an hourly basis plus expenses based on the ARCHITECT's prevailing fee schedule in effect when the services are performed.
2. Retainer. The CLIENT shall make an initial payment of zero dollars (\$ 0) (retainer) upon execution of this Agreement. This retainer shall be held by the ARCHITECT and applied against the final invoice. If no amount is specified, no retainer is required.
3. Payment Due. Invoices shall be submitted by the ARCHITECT monthly or upon completion of each phase and are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.
4. Interest. If payment in full is not received by the ARCHITECT within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
5. Collection Costs. If the CLIENT fails to make payments when due and the ARCHITECT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the ARCHITECT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable ARCHITECT staff costs at standard billing rates for the ARCHITECT's time spent in efforts to collect. This obligation of the CLIENT to pay the ARCHITECT's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. Suspension of Services. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, the ARCHITECT may suspend performance of services upon fifteen (15) calendar days' notice to the CLIENT. The ARCHITECT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment in full by the CLIENT, the ARCHITECT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ARCHITECT to resume performance.
7. Termination of Services. If the CLIENT fails to make payment to the ARCHITECT in accordance with the payment terms herein, this shall constitute a material breach of the Agreement and shall be cause for termination of this Agreement by the ARCHITECT.

SECTION C – ALLOCATION OF RISK

1. Information Provided by Others. The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The ARCHITECT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
2. Standard of Care. The standard of care for all professional and related services performed or furnished by ARCHITECT under this Agreement will be the care and skill ordinarily used by members of ARCHITECT's profession practicing under similar conditions at the same time and in the same locality. ARCHITECT makes no warranties, expressed or implied, under this agreement or otherwise, in connection with ARCHITECT's services.
3. Liability. In recognition of the relative risks and benefits of the Project to both the CLIENT and the ARCHITECT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the ARCHITECT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and cost, so that the total aggregate liability of the ARCHITECT to the CLIENT shall not exceed the ARCHITECT's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
4. Opinions of Cost and Schedule. ARCHITECT's opinion of probable cost and project schedules shall be made on the basis of experience and qualifications as an architect. However, since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, ARCHITECT does not guarantee that proposals, bids, or actual project costs will not vary from the cost estimates or that actual schedules will not vary from the projected schedules.
5. Third Party Rights. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than CLIENT and ARCHITECT.



SECTION D – OWNERSHIP AND REUSE OF DOCUMENTS

1. Ownership. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the ARCHITECT as instruments of services shall remain the property of the ARCHITECT. The ARCHITECT shall retain all common law, statutory and other reserved rights, including the copyright thereto. In the event the CLIENT uses the Instruments of Service without retaining permission from the ARCHITECT, the CLIENT releases the ARCHITECT and the Architect's consultants from all claims and causes of action arising from such uses.
2. Reuse. All documents, including, but not limited to, drawings, specifications, and computer files prepared by the ARCHITECT pursuant to the Agreement are instruments of services in respect to the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written verification or adaptation by ARCHITECT for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to ARCHITECT. CLIENT shall indemnify and hold harmless ARCHITECT from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ARCHITECT to further compensation at rates to be agreed by CLIENT and ARCHITECT.

SECTION E – TERMINATION

1. Termination for Cause. This agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan for cure acceptable to the other party.
2. Termination for Convenience. CLIENT may terminate or suspend performance of this Agreement for CLIENT's convenience upon written notice to ARCHITECT. ARCHITECT shall terminate or suspend performance of the Services on a schedule acceptable to CLIENT. If termination or suspension is for CLIENT's convenience, CLIENT shall compensate ARCHITECT for all the Services performed and termination and suspension expenses. Upon restart, an equitable adjustment shall be made to ARCHITECT's compensation.
3. Delay In Performance. Neither CLIENT nor ARCHITECT shall be considered in default of this Agreement for delays in performance by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riot, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure services required to be provided by either CLIENT or ARCHITECT under this agreement. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented for performing, give written notice to the other party describing the circumstances preventing continued performance of this Agreement.
4. Dispute Resolution. Should a dispute arise concerning the contract, the resolution process followed shall be that as stated in the AIA (*American Institute of Architects*) Document B101-2007, *Standard Form of Agreement Between Owner and Architect*. Claims shall be subject to Mediation. If not agreement can be found then the binding dispute resolution method used shall be Arbitration.

SECTION F – GENERAL CONSIDERATIONS

1. Waiver. A waiver by either CLIENT or ARCHITECT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
2. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
3. Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
4. Successors and Assigns. CLIENT and ARCHITECT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.
5. Assignment. Neither CLIENT nor ARCHITECT shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Section shall prevent ARCHITECT from employing independent architects, engineers, associates, and subcontractors to assist in the performance of Services.
6. Controlling Law. The laws of the State of Missouri shall govern this Agreement.

This Agreement and referenced attachments supersedes all prior communications, understandings and agreements, whether oral or written. The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement. Amendments to this Agreement must be in writing and signed by both the CLIENT and the ARCHITECT.

