

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Moberly Fennel Building - Construction Services

Project Number: 2023000354-001

Project Manager: Aaron McVicker

This Agreement, is made on the 3rd day of February, 2025, by and between McClure Engineering Company, of Macon, Missouri, (herein referred to as "CONSULTANT") and City of Moberly, MO (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Moberly Fennel Building Construction

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the CONSULTANT.
2. Payment to the CONSULTANT shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the CONSULTANT.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or

indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The CONSULTANT will adjust the schedule and compensation under this agreement to the extent that CONSULTANT's schedule and compensation are equitably adjusted by the OWNER.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

7. The amount of the CONSULTANT's compensation is to be determined by need. The contract type is Time and Expense.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Subconsultant(s) Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'E'	Owner's Responsibilities to Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Duties and Responsibilities of RPR	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G'	Drawing Depicting the Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'H'	Construction Item List Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I'	Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'J'	Payment Preferences	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: City of Moberly, MO

CONSULTANT: McClure Engineering Company

By: _____

Signed:  _____

Title: _____

Title: _____ Authorized Signatory

McCLURE ENGINEERING COMPANY

DETAILED SCOPE OF WORK

Moberly Fennel Building - Construction Services



I) PROJECT DESCRIPTION

- A) The PROJECT includes the renovation of the Fennel Building, located at 315 N. Clark, Moberly, MO 65270. The building is an existing two-story masonry building of approximately 16,320 square feet.
- B) The PROJECT renovations include cleaning of the interior brick and wood framing, repair/replacement of concrete slab, floor joists, and flooring, new partitions, exterior storefront entry systems, interior doors/hardware, electrical service/power/lighting additions, plumbing fixtures, waste and supply piping, and new mechanical systems. Add alternates are also included with aspects of a sprinkler system installation.
- C) The PROJECT will be funded through ARPA DED Funds and other City provided funds.
- D) All work described herein is understood to only take place upon request by the OWNER.

II) BASIC SERVICES

- A) Phase 600 – Construction Administration
 - 1) Task 601 – Construction Administration (General)
 - (a) Pre-construction Meeting - The CONSULTANT shall conduct one (1) pre-construction meeting after award of construction contract for the OWNER's contractor, subcontractors, and other interested parties. This item includes developing the agenda and distributing meeting minutes.
 - (b) Shop Drawing Submittal Reviews - The CONSULTANT shall review shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the PROJECT and conformance with information given in the contract documents. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The CONSULTANT shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.
 - (c) Periodic Site Observations - The CONSULTANT shall make periodic visits to the construction site as agreed to in writing by the OWNER and the CONSULTANT to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the CONSULTANT, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The CONSULTANT shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
 - (d) During the Construction Services Phase, based on the general observation described in the paragraph above, the CONSULTANT shall keep the OWNER informed about the progress of the Work. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the CONSULTANT as Additional Services in accordance with the terms of this Agreement.
 - (e) Pay Requests and Change Order Preparations - The CONSULTANT shall review contractor pay requests and issue necessary interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders as required for approval of the OWNER. It is estimated that there will be three (3) pay

requests and one (1) change order for this project.

B) Phase 800 – Project Closeout

1) Task 801 - Final Inspections and Project Close-Out

- (a) The CONSULTANT shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punch list and make recommendation on final payment upon completion of punch list items.
- (b) If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for administration, construction observation and staking services based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.
- (c) It is understood that the OWNER will accept any portion of the project only after recommendation by the CONSULTANT. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the CONSULTANT for his liability of design.
- (d) The CONSULTANT will aid in preparing and submitting the post construction documents to DED.

C) Phase 850 - Project Management and Coordination

1) Task 851 – Project Management and Coordination.

(a) Project Management:

- (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.
- (ii) The CONSULTANT will provide up to 2 monthly progress reporting and project invoices to the OWNER.
- (iii) The CONSULTANT will conduct internal review meetings.
- (iv) The CONSULTANT will develop and maintain PROJECT schedule.
- (v) The CONSULTANT will maintain documentation of pertinent correspondences made by email, memos, letters, telephone, etc.

D) Phase 950 – Subconsultants

1) Task 960 – MEP (Timberlake Engineering)

- (a) The CONSULTANT will retain services of a subconsultant to provide MEP review for the purpose of reviewing and answering submittals and questions related to MEP work.
- (b) It is anticipated, the subconsultant will perform tasks on an as needed basis and on an hourly basis.

2) Task 961 – Architectural Services (SOA)

- (a) The CONSULTANT will retain services of a subconsultant to provide Architectural review for the purpose of reviewing and answering submittals and questions related to Architectural work.
- (b) It is anticipated, the subconsultant will perform tasks on an as needed basis and on an hourly basis.

III) FEES:

The fees for Engineering Services shall be described below (estimated based on anticipated need):

A) Basic Services:

1) Phase 100 – Preliminary Planning and Reports

- (a) Task 101 – Preliminary Planning and Reports (General) \$ 0.00
- (b) Task 107 – Reports and Exhibits..... \$ 0.00
- (c) Task 120 – Capital Improvement Plan..... \$ 0.00
- (d) Task 160 – Annexation..... \$ 0.00
- (e) Task 161 – Rezoning..... \$ 0.00
- (f) Task 162 – Planned Development Zoning..... \$ 0.00

2) Phase 200 – Existing Conditions	
(a) Task 201 – Existing Conditions (General)	\$ 0.00
(b) Task 202 – Data Gathering / Inventory	\$ 0.00
(c) Task 204 – Sewer Televising	\$ 0.00
(d) Task 205 – Geographic Information System (GIS)	\$ 0.00
(e) Task 210 – Environmental Assessment	\$ 0.00
(f) Task 211 – Noise Analysis	\$ 0.00
(g) Task 212 – Wetland Delineation	\$ 0.00
(h) Task 213 – Biological Survey	\$ 0.00
(i) Task 214 – Cultural Resource Evaluation (Archaeological Study)	\$ 0.00
(j) Task 215 – Air Quality Analysis	\$ 0.00
(k) Task 216 – Airspace Obstruction Survey	\$ 0.00
3) Phase 300 – Funding	
(a) Task 301 – Funding (General)	\$ 0.00
(b) Task 302 – Policy Development	\$ 0.00
(c) Task 303 – Funding Administration	\$ 0.00
4) Phase 400 – Preliminary Design	
(a) Task 401 – Preliminary Design and Plans	\$ 0.00
(b) Task 412 – Traffic Study	\$ 0.00
(c) Task 413 – Preliminary Geotechnical Design	\$ 0.00
(d) Task 414 – Preliminary Stormwater Management Study	\$ 0.00
(e) Task 415 – Preliminary Sanitary Sewer Study	\$ 0.00
(f) Task 417 – Preliminary Site Lighting & Photometric Plan	\$ 0.00
5) Phase 500 – Final Design	
(a) Task 501 – Final Design and Plans	\$ 0.00
(b) Task 504 – Application for Permits/Approvals	\$ 0.00
(c) Task 511 – Final Landscape Plan	\$ 0.00
(d) Task 512 – Traffic Signal Design	\$ 0.00
(e) Task 513 – Final Geotechnical Design	\$ 0.00
(f) Task 514 – Final Storm Study	\$ 0.00
(g) Task 515 – Final Sanitary Sewer Study	\$ 0.00
(h) Task 517 – Final Site Lighting Design	\$ 0.00
6) Phase 590 – Land Acquisition	
(a) Task 591 – Land Acquisition (General)	\$ 0.00
(b) Task 592 – ROW Negotiations	\$ 0.00
7) Phase 600 – Construction Administration	
(a) Task 601 – Construction Administration (General)	\$ 5,000.00
(b) Task 602 – Advertising, Bidding, and Contract Award	\$ 0.00
(c) Task 604 – Record Drawings	\$ 0.00
8) Phase 650 – Onsite Project Representative	
(a) Task 651 – RPR (General)	\$ 00.00
(b) Task 654 – Project Audit	\$ 0.00
9) Phase 700 – Survey Services	
(a) Task 701 – Survey Services (General)	\$ 0.00
(b) Task 710 – Boundary Survey	\$ 0.00
(c) Task 720 – Acquisition Plats and Legal Descriptions	\$ 0.00
(d) Task 730 – Topographic Survey	\$ 0.00

(e) Task 735 – Preliminary Design Survey	\$ 0.00
(f) Task 740 – Subsurface Utility Investigation.....	\$ 0.00
(g) Task 760 – Construction Staking.....	\$ 0.00
(h) Task 770 – Restaking	\$ 0.00
(i) Task 780 – As-built Survey.....	\$ 0.00
(j) Task 790 – UAV Survey	\$ 0.00
10) Phase 800 – Project Closeout	
11) Phase 850 – Project Management and Coordination	
(a) Task 851 – Project Management (General).....	\$ 1,500.00
(b) Task 860 – General Meetings/Correspondence	\$ 0.00
(c) Task 861 – Public Information Meetings	\$ 0.00
(d) Task 862 – Client Meetings	\$ 0.00
12) Phase 900 – Additional Services	\$ 0.00
13) Phase 950 – Subconsultant and Reimbursable Fees	
(a) Task 951 – Miscellaneous (Design)	\$ 0.00
(b) Task 952 – Miscellaneous (Construction).....	\$ 200.00
(c) Task 960 – MEP (Timberlake)	\$ 1,500.00
(d) Task 961 – Architectural (SOA).....	\$ 1,500.00
(e) Task 962 – Land Acquisition (Subconsultant’s Name)	\$ 0.00
(f) Task 963 – Environmental Review (Subconsultant’s Name).....	\$ 0.00
(g) Task 964 – Cultural Resources Review (Subconsultant’s Name)	\$ 0.00
(h) Task 970 – Permit and Publication Fees.....	\$ 0.00
(i) Task 980 – Concrete Cylinder Testing (Terracon).....	\$ 00.00

Time and Expense Not to Exceed:..... \$ 9,700.00

IV) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Site visits above and beyond what is called out in the scope of services.
- Boundary Survey
- Boundary retracement of existing lots to set missing monuments
- Grant administration
- Joint utility trench design
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Appraisal fees and condemnation services
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Right-of-Way Services not specifically mentioned herein, including Appraisals and Compensation Estimates, Appraisal Review, Closing, Condemnation Services
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope

- Services beyond preparing and submitting the permit forms
- Any permit and publication fees associated with permit applications except as noted
- Traffic Control Plans
- Preparation of bidding or contract documents for alternate bid prices
- Construction Administration services not indicated within this scope
- Onsite Resident Project Representative during construction
- Materials Testing
- Construction staking
- Project management and coordination tasks beyond that scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Drainage Report or Drainage Memorandum
- Environmental and/or Cultural Review and Assessment
- Wetland mitigation bank costs and fees
- Public Meetings
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement