

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Moberly Fennel Building Design

Project Number: 2023000354

Project Manager: Aaron McVicker

This Agreement, is made on the 16th day of November, 2023, 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 Design

- 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.
- 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.
- 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.
- THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
- 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.
- 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.
- The amount of the CONSULTANT's compensation is \$136,000.00. The contract type is Lump Sum.

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.

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"/>

OWNER: City of Moberly, MO

CONSULTANT: McClure Engineering Company

By: _____

Signed:  _____

Title: _____

Title: _____ Authorized Signatory

McCLURE ENGINEERING COMPANY CONSULTANT STANDARD TERMS AND CONDITIONS (Effective 1/1/2023 through 12/31/2023)



- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance consulting services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
- 3.1 **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2 If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1 If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1 In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may

be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **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 **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

EXHIBIT B

McCLURE ENGINEERING COMPANY HOURLY RATE SCHEDULE (Effective 1/1/2023 through 12/31/2023)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT	
3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years

EXHIBIT C

McCLURE ENGINEERING COMPANY
 DETAILED SCOPE OF WORK
 Moberly Fennel Building Design



I) PROJECT DESCRIPTION

- A) The PROJECT includes design of renovations to the Fennel Building located in Downtown Moberly, MO.
- B) The PROJECT includes design as discussed in Option A shown below which includes complete renovation of sections 1, 2, and 3 which includes approximately 8,060 sf of the main level.
- C) To the extent possible, the PROJECT will be designed in a way that sections could be removed to fit the available budget.
- D) The PROJECT team includes McClure for project management and structural design, SOA for Architectural Services, and Timberlake Engineering for Mechanical, Electrical, and HVAC Design.
- E) The PROJECT is partially funded by an EDA Grant such that the design must meet their criteria and be code compliant.
- F) Project Area:

COST OPINION

FENNEL BUILDING - OPTION A
 UPDATE EXTERIOR ENVELOPE / INTERIOR WHITE BOX

OPTION A DESCRIPTION:

Architectural

- All Baseline envelope updates plus:
- Seal concrete floors in Sections 1 - 3
- Clean/seal all brick interior walls in Section 1 - 3
- Enclose 2-story space at Section 2.B
- Paint ceilings in Sections 1 - 3
- Create Storage Room in Section 4
- Create bathrooms in Section 1 for "A" use
- Add fire curtain to north exit from Section 2B

MEP

HVAC:

- (1) 5 ton packaged RTU's with associated exposed ductwork, duct mounted diffusers and programmable thermostat.
- (1) 17.5 ton packaged RTU with associated exposed ductwork, duct mounted diffusers and programmable thermostat.
- (1) 10 ton packaged RTU with associated exposed ductwork, duct mounted diffusers and programmable thermostat.

Electrical:

Convenience receptacles to meet code. Spread throughout at ~12' centers.
 Lighting and lighting controls throughout to meet code.

Plumbing:

- Flush valve, manual flush water closet & urinal.
- Lavatory with manual faucet
- Floor drain in each restroom
- All new sanitary sewer and venting.
- New domestic water distribution to new restroom group.

Fire Protection:

Throughout to meet code.

CODE ASSESSMENT

SECTION 1

- BATHROOMS
 occupancy (20 occ.) - requires 1 unisex bathrooms
- EXITS
 Minimum exits: A-3 occupancy = 2

SECTION 2/3

- BATHROOMS
 A-3 occupancy (338 occ.) - requires 2 WC/1 Lav (male), 3 WC/ 1 Lav (female)
- EXITS
 Minimum exits: B occupancy = 1,
- SPRINKLERS (required)
 Fire Area (A-2) = 5,921 s.f. < 12,000 s.f., but occupancy is greater than 300.

SOA Architecture
 2023-08-30

II) BASIC SERVICES

- A) Phase 400 – Preliminary Design
 - 1) Task 401 – Preliminary Design and Plans
 - (a) The CONSULTANT will perform preliminary design services with the primary focus on including all desired aspects of the building renovation for confirmation by the OWNER.

- (b) The CONSULTANT will review the preliminary plan with the OWNER to ensure all design aspects are incorporated and as expected.
 - (c) The CONSULTANT will provide preliminary structural analysis and design based on the preliminary loads provided by the subconsultants.
 - (d) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for the project.
 - (e) Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.
- B) Phase 500 – Final Design
- 1) Task 501 – Final Design, Plans, and Project Manual
 - (a) Based upon approved preliminary design, field review, and project information meeting, the CONSULTANT shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.
 - (b) Special Provisions:
 - (i) CONSULTANT shall prepare special provisions, as necessary, to provide new or modified specifications for project specific products or procedures to describe their construction and payment.
 - (c) Project Manual:
 - (i) CONSULTANT shall prepare project manual documents that will include City of Moberly front end documents modified to support the project.
 - (d) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the project. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The CONSULTANT has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
 - (e) The CONSULTANT shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as two (2) hard copies.
 - (f)
- C) Phase 850 - Project Management and Coordination
- 1) Task 851 – Project Management and Coordination (Estimated 3 months).
 - (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 three (3) monthly progress reporting and project invoices to the OWNER.
 - (iii) The CONSULTANT will conduct internal design review meetings.
 - (iv) The CONSULTANT will develop and maintain PROJECT schedule.
 - (v) The CONSULTANT will maintain documentation of pertinent correspondence made by email, memos, letters, telephone, etc.
 - (b) Project Coordination:
 - (i) Kick-off Meeting: The CONSULTANT will hold a kickoff meeting with the OWNER to discuss the project data collection and timeframe, areas of concern or of special consideration, background information, and timeline.
 - (ii) Design Progress Meetings: The CONSULTANT will hold a meeting with the OWNER upon submittal of the Preliminary Design to review OWNER comments and address questions.
- D) Phase 950 – Subconsultants and Fees
- 1) Task 960 – MEP (Timberlake Engineering)

- (a) The CONSULTANT will retain the services of a subconsultant to provide Mechanical, Electrical, and Plumbing design services.
 - (b) The subconsultant will provide:
 - (i) Heating, ventilating and air conditioning systems design drawings and specifications.
 - (ii) Power distribution systems design drawings and specifications.
 - (iii) Lighting design drawings and specifications.
 - (iv) Plumbing systems design drawings and specifications.
 - (v) Fire Alarm.
 - (vi) Opinion of Probable Cost (SD, DD, CD).
 - (vii) Attendance at project design meetings virtual and/or physical (5 meetings within 60 mile radius of our office).
 - (viii) Code analysis as it relates to M/E/P portion of the project.
 - (ix) Coordination of M/E/P design with architect, structural and civil design consultants.
 - (x) One set of construction document review drawings at 35, 65%, 90% completion.
 - (xi) One set of reproducible 100% construction drawings and specifications.
 - (xii) Response to code review comments.
- 2) Task 961 – Architectural Services (SOA)
- (a) The CONSULTANT will retain the services of a subconsultant to provide Architectural Services.
 - (b) The subconsultant will provide:
 - (i) Existing Documentation
 - 1. Travel to Moberly to measure existing building.
 - 2. Create Revit Model for use by Design Team.
 - (ii) Construction Documentation (CD) – Based on “Option A” as detailed in the preliminary code assessment and Opinion of Probable Cost dated 2023/09/15, and attached hereto. The Scope of Work is for the entire building. SOA’s services include:
 - 1. Code assessment recap.
 - 2. Demolition, New Work and Ceiling Plans, Building and Wall Sections, Details and Schedules, Specifications on drawing sheets.
 - 3. Communications and coordination with Design Team.
 - (iii) Construction Document services as described above includes SOA’s participation in one (1) meeting with Tom Sanders to review both sets of documents.
 - (iv) Bidding Review –
 - 1. Review bid clarifications and communicate with contractors, update documents and provide addenda.
 - 2. Meet with Design Team and Owner to tabulate and assess submitted bids from contractors.

III) FEES:

The fees for Consulting Services shall be described below:

D) 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	\$	3,500.00
(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	\$	8,500.00
(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)	\$	0.00
(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)	\$	0.00
(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)	\$	8,500.00
(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	\$	376.00

(b) Task 960 – MEP (Timberlake Engineering)	\$ 59,224.00
(c) Task 961 – Architectural Services (SOA)	\$ 55,900.00
(d) Task 962 – Land Acquisition (Subconsultant’s Name)	\$ 0.00
(e) Task 963 – Environmental Review (Subconsultant’s Name).....	\$ 0.00
(f) Task 964 – Cultural Resources Review (Subconsultant’s Name)	\$ 0.00
(g) Task 970 – Permit and Publication Fees.....	\$ 0.00

Lump Sum: \$ 136,000.00

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.

- Neighborhood meetings, individual meetings, and other meetings not specifically outlined in this agreement
- Grant administration
- Media correspondences and public outreach planning documents
- 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
- 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
- Any permit and publication fees associated with permit applications except as noted
- Preparation of bidding or contract documents for alternate bid prices
- Construction material testing services
- Construction staking, RPR, and construction administration services
- 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
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement
- Extensive Lighting Design Documentation. Photometric lighting level calculations for each room/space will not be provided. Photometric calculations for normal lighting conditions for a typical room or area type, i.e. a corridor of a certain width, may be furnished upon request. Coordination with the Architect is limited to two (2) reflected ceiling plan (RCP) revisions beyond the original RCP and two (2) coordination meetings. Lighting design will only include what is required by code for emergency egress illumination.
- Fire Alarm Construction Drawings (Only a performance specification and panel location will be provided).
- Fire Protection Construction Drawings (with all mains, branches and heads shown and sized on drawings).
- Full-time, on-site construction observation.
- Providing financial feasibility or other special studies.
- Providing extraordinary services to investigate existing conditions or facilities or to make measured drawings thereof.
- Providing formal life-cycle cost studies of mechanical and/or electrical systems.
- Providing revisions of drawings, specifications or other documents when such revisions are required by changes to previously approved design criteria.

- Providing consultation concerning replacement of any work damaged by fire or other causes during construction.
- Providing professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the Construction Contract.
- Providing services or special consultants for other than the normal mechanical, electrical and plumbing engineering services for the Project.
- Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where CEI is not a named party to such a hearing or proceeding.
- Preparing detailed cost estimates or opinions of probable construction cost.
- LEED energy points - due to the complexity of energy models and how different systems react in an energy model and the varying interpretations by LEED reviewers, we cannot assure any certain number of points will be achieved through energy savings.
- Kitchen Design
- Bar design
- Building Commissioning
- Value Engineering or redesign services. We can provide an additional services proposal if requested.
- Scope Increase: Changes in terms of deliverables may result in changes to the schedule and Cost of Services.

EXHIBIT D

McCLURE ENGINEERING COMPANY
SUBCONSULTANTS CONTRACTS
Moberly Fennel Building Design



November 7, 2023

Aaron McVicker
Project Manager
McClure Engineering
107 Butler Street
Macon, MO 63552

RE: Moberly Fennel Building Renovation

AGREEMENT FOR ENGINEERING SERVICES

1. SCOPE OF WORK

Custom Engineering, Inc. will provide mechanical, electrical and plumbing drawings and specifications for the renovation of the Fennel Building in Moberly, MO. Project scope to include renovation of approximately 8,060 sf of the main level in the Fennel Building as outlined in Option A build out of section 1,2,3 attached to the end of this proposal. Scope to include New HVAC, Electrical, Plumbing and Fire Alarm systems.

2. STANDARD SERVICES

- A. The following shall be provided by Custom Engineering under the terms of this Agreement:
1. Heating, ventilating and air conditioning systems design drawings and specifications.
 2. Power distribution systems design drawings and specifications.
 3. Lighting design drawings and specifications.
 4. Plumbing systems design drawings and specifications.
 5. Fire Alarm.
 6. Opinion of Probable Cost (SD, DD, CD).
 7. Attendance at project design meetings virtual and/or physical (5 meetings within 60 mile radius of our office).
 8. Code analysis as it relates to M/E/P portion of the project.
 9. Coordination of M/E/P design with architect, structural and civil design consultants.
 10. One set of construction document review drawings at 35, 65%, 90% completion.
 11. One set of reproducible 100% construction drawings and specifications.
 12. Response to code review comments.
- B. The Client shall provide the following if applicable under the terms of this Agreement:
1. Electronic copies of building floor plans, furniture and equipment plans, reflected ceiling plans, and site plan on disk in RVT., .DWG or .DXF format.
 2. Copy of site survey indicating utility line locations, sizes and capacities.
 3. Copies of architectural elevations, sections, details, etc. sufficient to show ceiling, wall and floor construction types, fire ratings, and clear spaces available.
 4. Cut sheets indicating electrical, plumbing and environmental requirements and rough-in locations for all equipment provided by others. This includes cut sheets and/or conduit routing plans for all audio-visual, security, telephone, data and kitchen equipment provided by others which have connections or conduit to be shown on plans drawn by CEI.

3. CONSTRUCTION PHASE SERVICES

- A. Construction Administration consisting of:
1. Response to questions during bidding by issuing addendums.
 2. Review of construction submittals, including shop drawings, test and balance reports, and O & M manuals.
 3. Response to contractor questions during course of construction via phone or email.

4. EXCLUDED SERVICES

- A. The following shall not be provided by CEI under the terms of this Agreement:
1. Storm drainage system design external to the building(s).
 2. Design of extension of water, sewer, storm, gas, electric and telephone utilities to the site.
 3. Construction coordination meetings or visits to the job site during construction.
 4. Detailed life-cycle costs and/or energy-use studies.
 5. Design of telephone, data, audio/visual, network and security systems. CEI will only provide conduit (pathway and locations) and boxes to support these systems.
 6. Special studies, reports or others items requested by lenders or governmental agencies are not provided.
 7. Overcurrent Protective Device Coordination Calculations and Study Reports.
 8. Arc Flash Calculations and Study Reports.
 9. See "Excluded Services" under Terms and Conditions for additional items not included.

5. REIMBURSABLE EXPENSE

- A. For reimbursable expenses, including out-of-town travel and living expenses, drawing reproductions, computer hardware and software utilization, long distance phone charges, film and photographic processing costs, postage and express mailing, courier service or handling charges, and other directly attributable to the project, the fixed multiple of 1.1 times the actual cost to us, will be charged (**included in fee**).

Plots 11 x 17	\$4/sheet
Plots 24 x 36	\$8/sheet
Copies	\$0.35/copy
Digital Color Prints	\$1.20/ 8.5 x 11
Computer CD	\$25
Mileage	\$0.65/mile

6. COMPENSATION FOR PROFESSIONAL SERVICES

- A. CEI, Inc. will provide professional services for this project in accordance with the Scope of Work, Basic Services and Terms and Conditions of Agreement listed herein for a lump sum fee of **\$59,224**. All payments shall be received by CEI no later than thirty (30) calendar days after invoice date.

Per-Trip site visit fee for change in project scope: **\$1,000**

- B. Payments for Basic and Additional Services shall not exceed the following percentages of the total Fee for Basic and Additional Services at the completion of each Phase of the Architect/Engineer's Work:

Schematic design documents _____ 15%

Design development documents	35%
Construction documents	35 %
Bidding and negotiation assistance	5 %
Construction Phase	10 %
Submittal Review (shop drawings, catalogues, samples, etc.)	
Answer contractor questions via phone/email.	
Intermediate and final construction evaluation trips.	
TOTAL	100%

- C. **Additional Services:** Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be billed on a time and expense basis for any Additional Services authorized in writing by the Client, and will be billed separately at the following hourly rates:

Principal	\$236.00
Project Manager	\$231.00
Sr Elect	\$205.00
Elect III	\$166.00
Elect II	\$155.00
Elect I	\$150.00
Sr. Mech	\$205.00
Mech III	\$166.00
Mech II	\$155.00
Mech I	\$150.00
Cadd/BIM	\$139.00
Proj Assist	\$105.00
Commissioning Technician (CxT)	\$160.00
Commissioning Agent (CxA)	\$215.00

7. **TERMS AND CONDITIONS**

This Agreement for professional services has been entered into by the Client, and CEI, Inc. The name CEI shall pertain to all employees, officers, directors, and all divisions of CEI, Inc.

- A. **Performance of Services:** CEI shall perform the basic services as outlined above, and any additional services as required or directed by the Client in consideration of the fee arrangements and payment terms described in "Compensation" above.
- B. **Excluded Services:** Other services available from CEI and applicable to the project have been made known and explained to the Client. Where CEI has deemed a service needed or advisable, CEI has made this opinion known to the Client and the Client has confirmed his or her opinion that such services are not requested from a source other than CEI. These excluded services include:
1. Civil Engineering.
 2. Extensive Lighting Design Documentation. Photometric lighting level calculations for each room/space will not be provided. Photometric calculations for normal lighting conditions for a typical room or area type, i.e. a corridor of a certain width, may be furnished upon request. Coordination with the Architect is limited to two (2) reflected ceiling plan (RCP) revisions beyond the original RCP and two (2) coordination meetings. Lighting design will only include what is required by code for emergency egress illumination.
 3. Fire Alarm Construction Drawings (Only a performance specification and panel location will be provided).

4. Structural Engineering.
 5. Fire Protection Construction Drawings (with all mains, branches and heads shown and sized on drawings).
 6. Full-time, on-site construction observation.
 7. Providing financial feasibility or other special studies.
 8. Providing extraordinary services to investigate existing conditions or facilities or to make measured drawings thereof.
 9. Providing formal life-cycle cost studies of mechanical and/or electrical systems.
 10. Providing revisions of drawings, specifications or other documents when such revisions are required by changes to previously approved design criteria.
 11. Providing consultation concerning replacement of any work damaged by fire or other causes during construction.
 12. Providing professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the Construction Contract.
 13. Providing services or special consultants for other than the normal mechanical, electrical and plumbing engineering services for the Project.
 14. Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where CEI is not a named party to such a hearing or proceeding.
 15. Preparing detailed cost estimates or opinions of probable construction cost.
 16. LEED energy points - due to the complexity of energy models and how different systems react in an energy model and the varying interpretations by LEED reviewers, we cannot assure any certain number of points will be achieved through energy savings.
 17. Kitchen Design
 18. Bar design
 19. Building Commissioning
 20. Value Engineering or redesign services. We can provide an additional services proposal if requested.
- C. **Betterment:** If, due to the Engineer's error, any required item or component of the project is omitted from the Construction Documents produced by CEI, CEI's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will CEI be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- D. **Indemnification:** Indemnification: The Consultant agrees, to the fullest extent permitted by laws, to indemnify and hold harmless the Client against damages, liabilities and costs arising from the negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant shall not be obligated to indemnify the Client for the Client's own negligence. The Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold CEI harmless from any claim, liability or cost, including reasonable attorney's fees and cost of defense, for injury or loss arising or allegedly arising from CEI's failure to perform a service listed above and excluded at the Client's direction.
- E. **Limitation of Liability:** In recognition of the relative risks and benefits of the project to both the Client and CEI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of CEI and their subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this agreement from any cause or causes, so that the total aggregate liability of CEI and their subconsultants to all those named shall not exceed CEI's total fee for services rendered on this project. Such claims and clauses include, but are not limited to design professional's negligence, errors, omissions, strict liability, or breach of contract.
- F. **Insurance:** During the period this contract is in force, Custom Engineering shall carry Workmen's Compensation Insurance, Public Liability Insurance, and Professional Liability Insurance in the amounts of \$500,000/\$1,000,000/\$1,000,000 respectively.

- G. **Jobsite Safety:** Neither the professional activities of CEI, nor the presence of his or her employees and subconsultants at a construction site, shall relieve the Contractors and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing or coordinating all portions of the Work of construction in accordance with the contract documents and any health/safety precautions required by regulatory agencies. CEI and their personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health/safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, CEI and CEI's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.
- H. **Hazardous Materials:** Both parties acknowledge that CEI's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event CEI or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of CEI's services, CEI may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.
- I. **Information Provided by Others:** CEI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to CEI such information as is available to the Client and the Client's consultants and contractors, and CEI shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for CEI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees to indemnify and hold CEI and CEI's subconsultants harmless from any claim, liability or cost for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to CEI.
- J. **Opinions of Probable Costs:** In providing opinions of probable cost, the Client understands that CEI has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of CEI's qualifications and experience. CEI makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. CEI shall be compensated as Additional Service, as provided for herein, for all time spent to review, redesign and to incorporate revisions due to probable costs.
- K. **Value Engineering:** If the Client retains the services of a Value Engineer (VE) or allows the General Contractor or any of his or her subcontractors to function as a VE to review the Construction Documents prepared for this project by CEI, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of CEI's services. All recommendations of the VE shall be given to CEI for their review, and adequate time will be provided for CEI to respond to these recommendations. CEI shall be compensated as Additional Service, as provided for herein, for all time spent to review the recommendations off the VE and to incorporate those accepted by both the Client and CEI. If CEI objects to any recommendations made by the VE, CEI shall so state in writing to the Client, along with their reasons for objecting. If the Client insists on incorporating in the Construction Documents any changes to which CEI has objected in writing, the Client agrees to indemnify and hold CEI harmless from any damage, liability or cost which arise in connection with or as a result of the incorporation of such design changes insisted upon by the Client.

- L. **Unauthorized Changes:** In the event that the Client consents to, allows, authorizes or approves of changes to the Construction Documents, and these changes are not approved in writing by CEI, the Client recognizes that such changes and the results thereof are not the responsibility of CEI. Therefore, the Client agrees to release CEI from any liability arising from the construction, use or result of such changes. In addition, the Client agrees to indemnify and hold CEI harmless from any damage, liability or cost arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of CEI.
- M. **Design without Construction Phase Services:** It is understood and agreed that CEI's Standard Basic Service under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against CEI that may be in any way connected thereto. The Client agrees to indemnify and hold CEI harmless from any loss, claim or cost arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of CEI.
- N. **Changed Conditions:** The Client shall rely on CEI's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CEI. Should CEI call for contract negotiations, CEI shall identify the changed conditions necessitating renegotiation, and CEI and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- O. **Defects in Service:** The Client shall promptly report to CEI any defects or suspected defects in CEI's work or services of which the Client becomes aware, so that CEI may take measure to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to promptly notify CEI, shall relieve CEI of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- P. **Dispute Resolution:** Any claims or disputes between the Client and CEI arising out of the services to be provided by CEI or out of this Agreement shall, as a condition precedent to litigation, be submitted to non-binding mediation. The Client and CEI agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
- Q. **Ownership of Documents:** All documents, including all documents on electronic media, prepared by CEI under this Agreement are instruments of CEI's professional service and shall remain the property of CEI and may not be used by the Client for any other purpose without the written prior consent of CEI.
- Q. **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay CEI for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as a result of termination.
- R. The Client confirms that neither the Consultant nor any of Consultant's subconsultants or subcontractors owes a fiduciary responsibility to the Client or owner. The Client shall, as a material element of the consideration the Consultant requires for performance of the services enumerated herein, require Owner to formally recognize this provision in Client's agreement.
- S. **REUSE OF DOCUMENTS:** All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Engineer, Owner or others on modifications or extensions of the Project or on any other project without compensation. Any use except for the specific purpose intended

by this Agreement will be at the user's sole risk and without liability or legal exposure to Consultant.

8. TERMS AND CONDITIONS FOR ALL THE COLLECTION OF PROFESSIONAL SERVICE FEES

- A. **Interest:** If payment is not received by CEI within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- B. **Collection Costs:** In the event legal action is necessary to enforce the payment provisions of this Agreement, CEI shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by CEI in connection therewith and, in addition, the reasonable value of CEI's time and expenses spent in connection with such collection action, computed at CEI's prevailing fee schedule and expense policies.
- C. **Suspension of Services:** If the Client fails to make payments when due or otherwise is in breach of this Agreement, CEI may suspend performance of services upon five (5) calendar days' notice to the Client. CEI 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.
- D. **Set-Offs, Back-Charges, Discounts:** Payment of Invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
- E. **CEI shall have ability to claim energy tax credits(EPACT) for those portions of the scope for which it is responsible for, i.e, HVAC and lighting.**

9. EXTENT OF AGREEMENT

This proposal represents the entire agreement between the Client and CEI, Inc. and supersedes all prior negotiations, representations or agreements, whether written or oral. This agreement may be amended only by written instrument signed by both the Client and CEI, Inc. Please review this proposal, sign and return one copy to CEI, Inc. We look forward to working with you on this project. If CEI's involvement in the design of the project has not started within 6 months of the date of this agreement, CEI reserves the right to modify the fee. Agreement shall be signed by client within 60 days of writing.

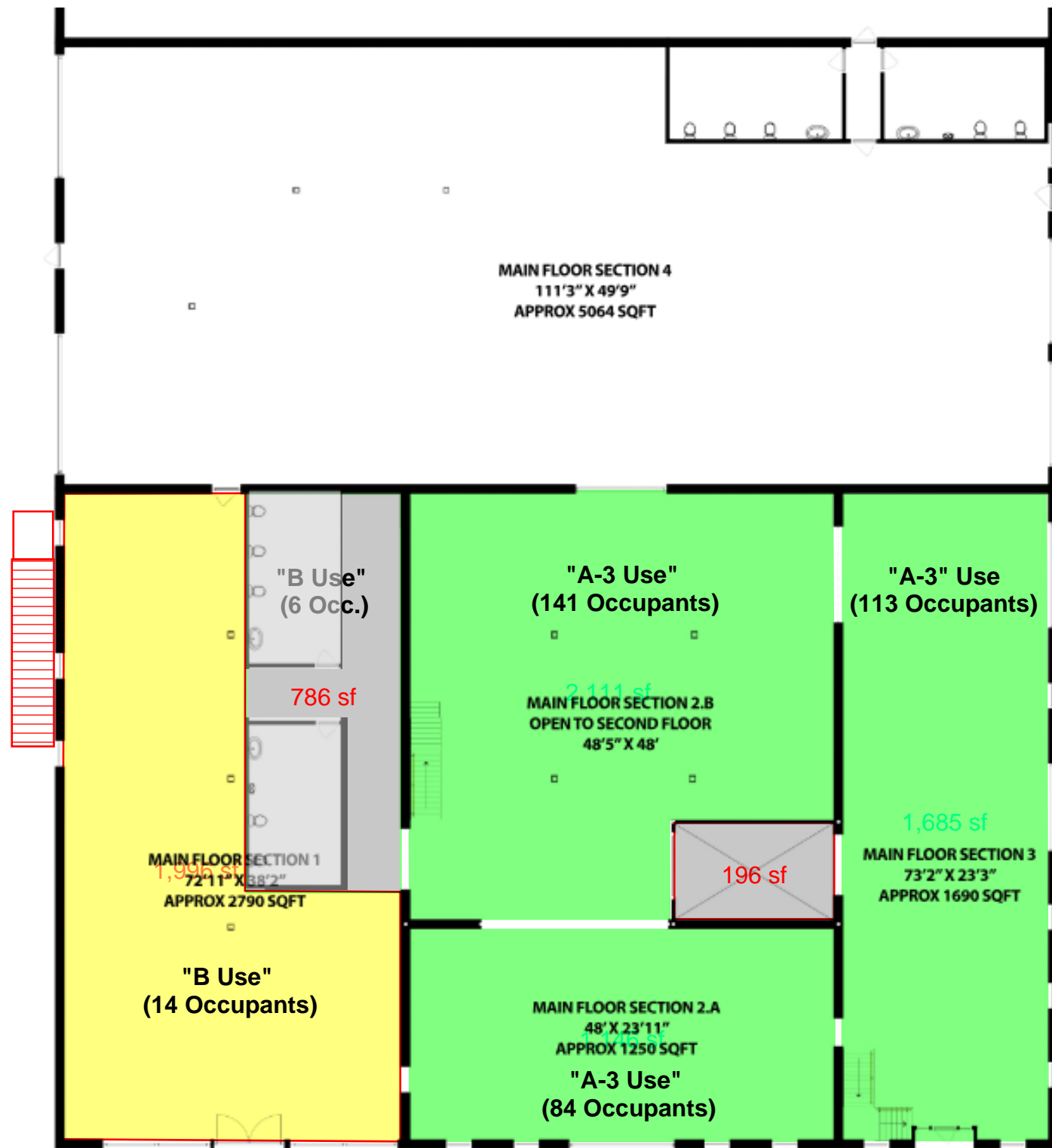
Joseph T. Davis, P.E.
Chief Executive Officer
Custom Engineering, Inc.

Date

I have read the above agreement and accept the terms and conditions stated herein:

For
Aaron McVicker
Project Manager

Date



COST OPINION

FENNEL BUILDING - OPTION A
 UPDATE EXTERIOR ENVELOPE / INTERIOR WHITE BOX

OPTION A DESCRIPTION:

Architectural

- All Baseline envelope updates plus:
- Seal concrete floors in Sections 1 - 3
- Clean/seal all brick interior walls in Section 1 - 3
- Enclose 2-story space at Section 2.B
- Paint ceilings in Sections 1 - 3
- Create Storage Room in Section 4
- Create bathrooms in Section 1 for "A" use
- Add fire curtain to north exit from Section 2B

MEP

HVAC:

- (1) 5 ton packaged RTU's with associated exposed ductwork, duct mounted diffusers and programmable thermostat.
- (1) 17.5 ton packaged RTU with associated exposed ductwork, duct mounted diffusers and programmable thermostat.
- (1) 10 ton packaged RTU with associated exposed ductwork, duct mounted diffusers and programmable thermostat.

Electrical:

Convenience receptacles to meet code. Spread throughout at ~12' centers.
 Lighting and lighting controls throughout to meet code.

Plumbing:

- Flush valve, manual flush water closet & urinal.
- Lavatory with manual faucet
- Floor drain in each restroom
- All new sanitary sewer and venting.
- New domestic water distribution to new restroom group.

Fire Protection:

Throughout to meet code.

CODE ASSESSMENT

SECTION 1

- BATHROOMS
 - occupancy (20 occ.) - requires 1 unisex bathrooms
- EXITS
 - Minimum exits: A-3 occupancy = 2

SECTION 2/3

- BATHROOMS
 - A-3 occupancy (338 occ.) - requires 2 WC/1 Lav (male), 3 WC/ 1 Lav (female)
- EXITS
 - Minimum exits: B occupancy = 1,
- SPRINKLERS (required)
 - Fire Area (A-2) = 5,921 s.f. < 12,000 s.f., but occupancy is greater than 300.

November 9, 2023

Mr. Aaron McVicker
McClure Engineering
amcvicker@mcclurevision.com

**RE: Fennel Building
Construction Documents, Proposal for Professional Services
SOA# 23037**

Dear Aaron:

Based on the Pre-Design work completed, and the Scope of Work identified by the City of Moberly, SOA proposes to provide professional architectural design services for Construction Documents and Bidding with McClure Engineering serving as the prime contract holder and project manager for the project.

Scope of Services:

SOA intends to provide the following architectural services:

- Existing Documentation
 - Travel to Moberly to measure existing building.
 - Create Revit Model for use by Design Team.
- Construction Documentation (CD) – Based on “Option A” as detailed in the preliminary code assessment and Opinion of Probable Cost dated 2023/09/15, and attached hereto. The Scope of Work is for the entire building. SOA’s services include:
 - Code assessment recap.
 - Demolition, New Work and Ceiling Plans, Building and Wall Sections, Details and Schedules, Specifications on drawing sheets.
 - Communications and coordination with Design Team.
- Construction Documentation – Based on “Option VE” as detailed in the preliminary Opinion of Probable Cost dated 2023/09/15. The Scope of Work includes enclosing Section 2B two-story space with second floor framing, White box build-out of Section 2B, bathrooms located in Section 1 sufficient for A3 occupancy. SOA’s services include:
 - Code assessment recap.
 - Demolition, New Work and Ceiling Plans, Building and Wall Sections, Details and Schedules, Specifications on drawing sheets.
 - Communications and coordination with Design Team.
- Construction Document services as described above includes SOA’s participation in one (1) meeting with Tom Sanders to review both sets of documents.
- Bidding Review –
 - Review bid clarifications and communicate with contractors, update documents and provide addendas.
 - Meet with Design Team and Owner to tabulate and assess submitted bids from contractors.



Architecture

Interior Design

Planning

Sustainability

Columbia

2801 Woodard Drive
Columbia, MO 65202
573.443.1407

Cost of Services:

SOA will provide these professional services for a fixed fee:

- Existing Conditions Documentation - \$8,200
- Option A - \$44,800
- Option VE - \$ 22,200
- Bidding Review - \$2,900

Project Schedule:

SOA offers the following schedule:

Week of January 8th, 2024 – Begin site measurement and documentation. Creation of Revit model for Design Team.

Week of January 22nd – Start Construction Documents (CD) for design of Option A and Option VE. Provide graphic illustrations with code and cost information of each option to McClure’s for use in a final report to the City of Moberly.

Week of March 18th – Provide completed CD sets to McClure for master document.

Assumptions & Clarifications:

SOA assumes the following:

- **Engineering consultants:** This proposal excludes all engineering services. It is assumed that McClure Engineering will provide structural and civil engineering. It is further assumed that Timberlake Engineering will provide mechanical/electrical/plumbing engineering under direct separate contract with McClure Engineering.
- Permitting and Construction Phase Services are excluded from this proposal and agreement. The terms to provide these services will be negotiated when the city of Moberly determines which Option, A or VE, will be constructed.
- **Scope Increase:** Changes in terms of deliverables may result in changes to the schedule and Cost of Services.
- **Additional Services:** Services not included in this proposal can be performed upon written approval of compensation and schedule adjustments. Additional Services may include further options to the Scope of Work, renderings, or documentation for funding submissions by the City of Moberly. Prior to beginning any work associated with an Additional Service, SOA will submit a proposal for McClure’s acceptance.
- **Reimbursable expenses** are in addition to the Cost of Services listed above and will be billed per the attached Reimbursable Expenses Schedule - 2023.
- **Invoices/Payments:** Invoices will be issued the first week of each month for work completed the month prior. SOA’s Hourly Rate Schedule – 2023 is attached. Payments are due and payable twenty-one (21) days from the date of the invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1.5% monthly.
- **Meetings:** SOA includes one in-person meeting and one virtual meeting with the city of Moberly to execute the process as described above. If McClure requires additional meetings or presentations, those can be conducted as an Additional Service, the terms of which will be negotiated when the need arises.



Architecture

Interior Design

Planning

Sustainability

Columbia

2801 Woodard Drive
Columbia, MO 65202
573.443.1407

- **Proposal Expiration:** The terms of this proposal are valid for 28 days from the date of this letter. If an agreement is not executed within that time, adjustments may be made to the cost and schedule of proposed services.
- The attached Terms and Conditions dated November 9, 2023 are part of this agreement.

Consider this proposal a working document and that adjustments may need to be made to better align with your schedule and expectations. We welcome and encourage clarification of any questions or concerns you may have.

Cordially,



Robbie Price AIA, LEED AP BD+C
Architect/Associate

McClure Engineering Approval

Date

Name & Title

Encl: SOA Hourly Rates Schedule – 2023, Reimbursable Expenses

SOA's Terms and Conditions

Design Options A and VE dated 2023-09-15



Architecture

Interior Design

Planning

Sustainability

Columbia

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Columbia, MO 65202

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Terms & Conditions – Professional Services Agreement

SOA#23037 Fennel Building

Attachment to Proposal Letter dated November 9, 2023.

The following contract terms and conditions are supplemental to the letter agreement between **Consultant**, Simon Oswald Associates (DBA SOA), and **Client**, **McClure Engineering Co.**

Scope of Service: The Client and the Consultant have agreed to a list of services the Consultant will provide to the Client, set forth in the letter agreement. If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services, which shall be identified in a supplemental agreement. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client, in accordance with the Consultant's prevailing fee schedule, as provided for earlier. Any services not set forth in this agreement are specifically excluded and consultant assumes no responsibility for those services.

Code Compliance: The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Service provisions of this Agreement.

Cost Opinions: The Client and Consultant agree an Opinion of Cost is general in nature and for a single moment in time. It is not a precise or exhaustive calculation of all cost components of site, building, building systems or design and construction services associated with this project. The Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made based on the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable cost.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction

Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and

subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

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 Consultant 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. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed **\$10,000.00**. 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.

Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

Ownership of Instruments of Service: The Client acknowledges the Consultant's documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

Timeliness of Performance: The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

ACCEPTED: _____ (Init.)
McClure Engineering Co.

HOURLY RATES SCHEDULE – 2023

Effective January 1, 2023, through December 31, 2023

Senior Principal	\$200 per hour
Principal/Project Manager	\$190 per hour
Project Manager II	\$165 per hour
Project Manager I	\$150 per hour
Project Architect	\$150 per hour
Architect II	\$125 per hour
Architect I	\$120 per hour
Project Interior Designer	\$120 per hour
Design Professional III	\$120 per hour
Design Professional II	\$110 per hour
Design Professional I	\$100 per hour
Business Manager	\$125 per hour
Administrative Support	\$ 80 per hour
Undergraduate Student	\$ 55 per hour

REIMBURSABLE EXPENSES SCHEDULE - 2023

Effective January 1, 2023, through December 31, 2023

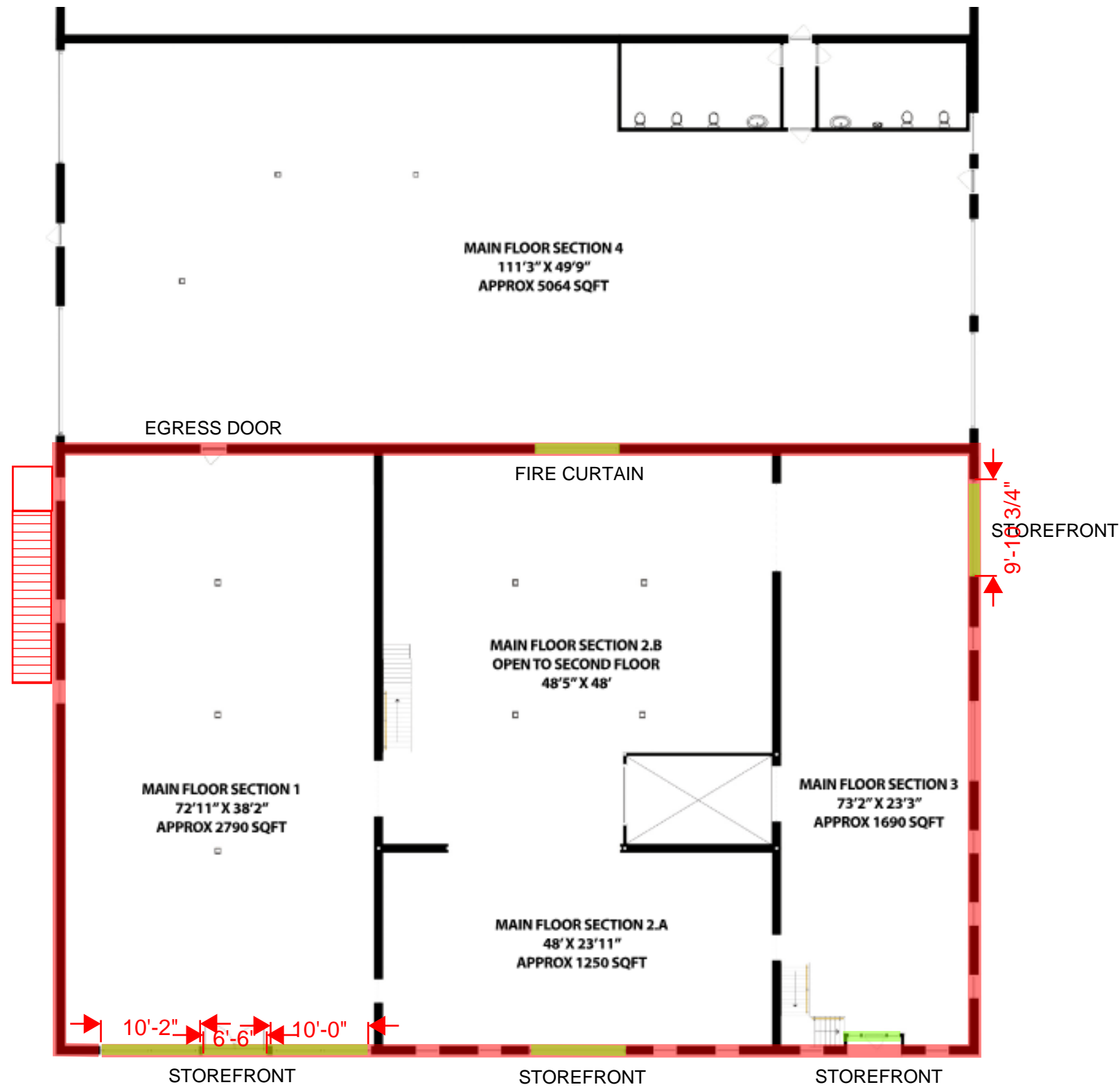
Travel	Current IRS mileage rate x 1.1 Other: 1.1 x direct cost
Mailing - Postage/Handling	1.1 x direct cost
International Long Distance Telephone	1.1 x direct cost
In-House Printing – Black & White	8 ½ x 11 = .15/sheet
In-House Printing – Color	8 ½ x 11 = .50/sheet
In-House Printing – Black & White – Large format	\$0.35/square foot
In-House Printing – Color – Large format	\$0.50/square foot
Outside Reproduction of Drawings, Specifications and Other Documents	1.1 x direct cost
Other Direct Items	1.1 x direct cost



Architecture
Interior Design
Planning
Sustainability

2801 Woodard Drive
Suite 103
Columbia, MO 65202
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www.soa-inc.com



BASELINE OPTION DESCRIPTION:

Architectural

- Remove interior stairs
- Insulate exterior walls to code
- Insulate roof to code
- Add insulated storefront/entry to Sections 1, 3
- Restore entry cornice to Section 1
- Repair/replace damaged sills in Sections 1 - 3
- Complete 2nd floor infill in Section 3
- Enclose elevator shaft
- Egress stair from 2nd floor Section 1

MEP

HVAC:

(2) 5 ton packaged RTU's with associated exposed ductwork, duct mounted diffusers and programmable thermostat. (1) 3 ton packaged RTU with associated exposed ductwork, duct mounted diffusers and programmable thermostat.

Electrical:

Convenience receptacles to meet code. Spread throughout at ~12' centers. Lighting and lighting controls throughout to meet code.

Plumbing:

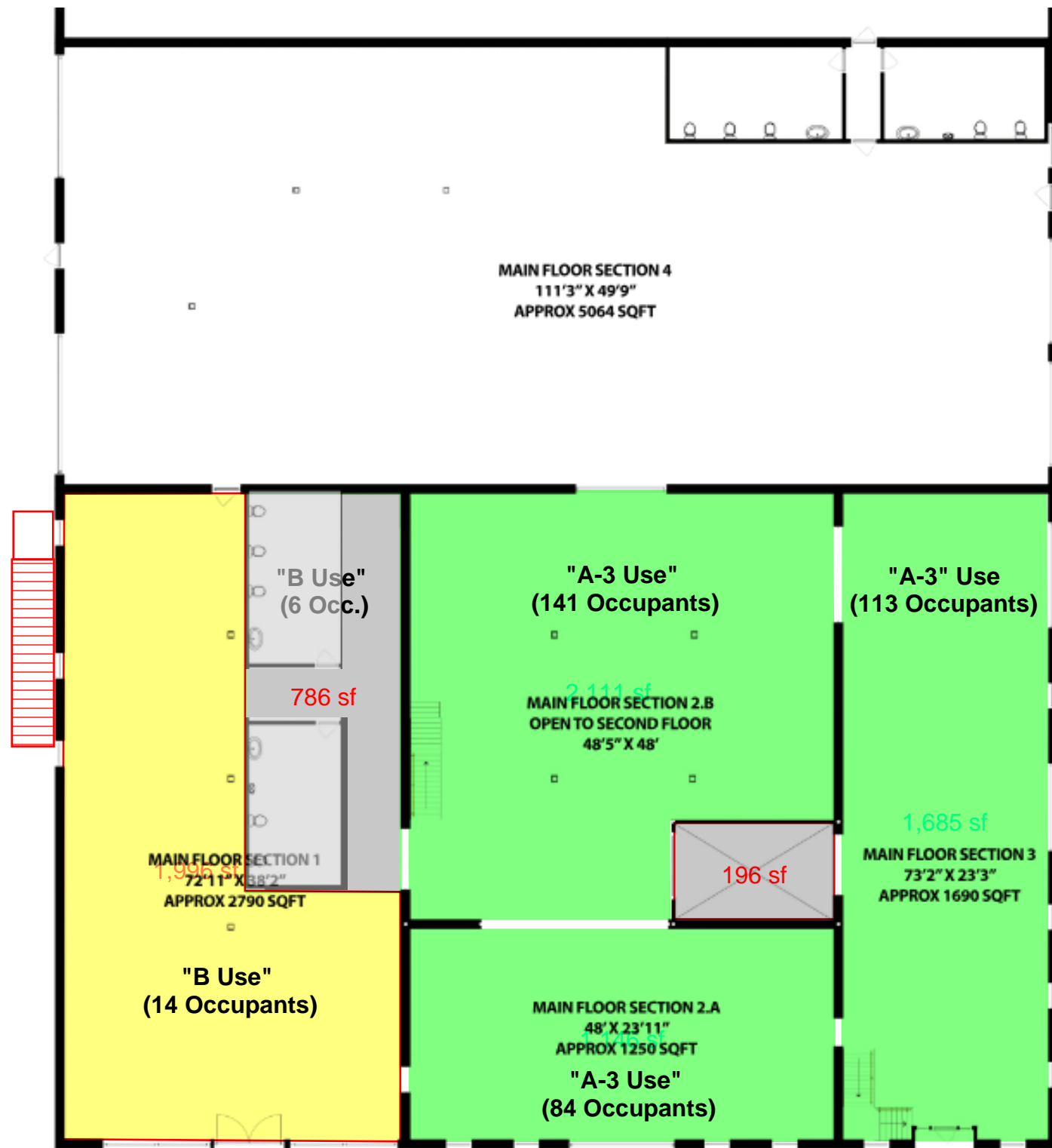
Backflow preventer at service entrance.

Fire Protection

Service line stub up.

CODE ASSESSMENT

- Not required based on scope



OPTION A DESCRIPTION:

Architectural

- All Baseline envelope updates plus:
- Seal concrete floors in Sections 1 - 3
- Clean/seal all brick interior walls in Section 1 - 3
- Enclose 2-story space at Section 2.B
- Paint ceilings in Sections 1 - 3
- Create bathrooms in Section 1 for "A" use
- Add fire curtain to north exit from Section 2B

CODE ASSESSMENT

Section 1:

- BATHROOMS
 - occupancy (20 occ.) - requires 1 unisex bathrooms
- EXITS
 - Minimum exits: A-3 occupancy = 2

Section 2/3:

- BATHROOMS
 - A-3 occupancy (338 occ.) - requires 3 WC/1 Lav (male), 3 WC/ 1 Lav (female)
- EXITS
 - Minimum exits: B occupancy = 1,
- SPRINKLERS (required)
 - Fire Area (A-3) = 5,921 s.f. < 12,000 s.f., but occupancy is greater than 300.



OPTION VE DESCRIPTION

Architectural

- Renovate Section 1 and Section 2A/2B, ONLY first floor. Second floor will be unconditioned.
 - a. Total assembly space will be 6,300 s.f.
 - b. Total occupancy will be approximately 380.
 - c. Bathrooms will be located at the back of Section 1. Need 3 W/C, 2 Lavs for each sex.
- Enclose Section 2B 2-story space with floor joists/floor sheathing.
- Spray foam insulation in first floor exterior walls/partition between Section 2 and Section 3 – R13.
- Spray foam insulation between second floor joists – R19.
- Omit from Scope of Work
 - a. Exterior metal stairs
 - b. Storefront in Section 3
 - c. Cleaning brick interior walls
- Install roof-mounted mechanical systems and route insulated ducts to first floor.

CODE ASSESSMENT

Section 1:

- BATHROOMS
 - occupancy (22 occ.) - requires 1 unisex bathrooms
- EXITS
 - Minimum exits: A-3 occupancy = 2

Section 2/3:

- BATHROOMS
 - A-3 occupancy (253 occ.) - requires 2 WC/1 Lav (male), 2 WC/ 1 Lav (female)
- EXITS
 - Minimum exits: B occupancy = 1,
- SPRINKLERS (required)
 - Fire Area (A-2) = 5,921 s.f. < 12,000 s.f., but occupancy is greater than 300.

EXHIBIT E

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.