

**AGREEMENT FOR DESIGN SERVICES
BETWEEN OWNER
AND ARCHITECT OR ENGINEER**

THIS AGREEMENT, made this (DAY) of (MONTH) in the year of Two Thousand Sixteen between the State of Missouri, represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the **Department of {Projects.Udf_Department}**, hereinafter called the Owner,

and **{Company.Name}**
{Addresses.DisplayAddress}

hereinafter called the Consultant.

0.1 PROJECT DESCRIPTION

0.1.1 TITLE:

{Projects.Name}
{Projects.Address}

0.1.2 PROJECT NO: ({Projects.Number} "@@@@-@@")

0.2 SCOPE OF WORK

0.2.1: It is the Owner's intent to obtain design services for

0.2.2: Site visits are required during the Construction phase as described in Article 1.5 of the Terms and Conditions.

NOTE: Delete this paragraph If the project's cost is \$500,000 (or more). If greater than \$5 million, ask for liability limit.

0.2.3: Delete paragraph 3.4 of the Terms and Conditions. Professional liability insurance is not a requirement of this agreement. Nothing in this Agreement shall be interpreted to be a waiver of the Owner's right to make claim against any professional liability insurance which Designer may have.

IF THIS IS NOT AN ASHRAE PROJECT REMOVE THIS NOTE

0.2.4: Consultant shall provide a certification of compliance with ASHRAE Standard 90.1, the Latest Edition.

0.3 AVAILABLE FUNDS

0.3.1: Total Allowable For Construction is ({Projects.UserNum1} "\$###,###,###,##0")

0.4 COMPENSATION

0.4.1: **THE CONSULTANT** shall provide professional services for this project and THE OWNER shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

0.4.2: **BASIC SERVICES:** Compensation for Basic Services shall be computed on the basis of:

0.4.3: **CONTRACT CHANGES:** Compensation for Contract Changes which must be authorized in writing by the Owner's Representative shall be computed as follows:

HOURLY RATES

Site visits made during the Construction Administration Phase requested by the Owner in addition to site visits required under Basic Services shall be furnished at a rate of \$_____ per visit including subsistence and travel expenses. The rate may also be used for warranty site visit(s) if required by the Owner.

0.5 CONSULTANT'S PAYMENT SCHEDULE

0.5.1: BASIC SERVICES

Payments for Consultant's Basic Services shall be due and payable upon completion and approval by the Owner's Representative of each Phase of Basic Services in accordance with the following schedule:

Schematic Design Phase	an initial payment of 15% of the basic rate
Design Development Phase	an additional payment of 20% of the basic rate
Construction Documents Phase	an additional payment of 40% of the basic rate
Construction Administration Phase	
At 25% Completed Construction	6.25% of the Basic Rate
At 50% Completed Construction	6.25% of the Basic Rate
At 75% Completed Construction	6.25% of the Basic Rate
At 100% Completed Construction	6.25% of the Basic Rate

0.5.2: CONTRACT CHANGES

Payments for Contract Changes approved in accordance with the provisions of Article 2 of the attached Terms and Conditions shall be made monthly upon presentation of the Consultant's statement of services rendered.

If additional site visits are required or are requested by the Owner or the Owner's Representative due to circumstances beyond the Consultant's control, the Consultant shall be compensated for those visits at the rate established under "Compensation/Contract Changes." If at the end of the project, the Consultant has not made the number of site visits included in the Basic Services, the Consultant's fee shall be reduced by the number of visits not made times the rate established under "Compensation/Contract Changes."

0.5.3: PAYMENTS, SUMS WITHHELD:

The Owner's Representative reserves the right to withhold payments to the Consultant for losses connected with the Project caused by the errors, omissions, or wrongful acts of the Consultant in performing his duties under this Agreement. Upon receipt of written notice of the Owner's Representative's intention to withhold payments, the Consultant may request the Owner's Representative to instead seek payment against the Consultant's insurer by notifying the Owner's Representative by certified mail, within seven days of receiving the notice of intent to withhold payments. The Consultant's failure to contact the Owner's Representative shall be deemed a waiver of this option. In no event shall the withholding of payments under the terms and conditions of this paragraph be deemed or construed as a waiver or abrogation of the Owner's Representative's right to pursue payment or redress for any claim it may have against the Consultant under this Agreement. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors.

0.5.4: ALTERNATIVE PAYMENT SCHEDULE:

When authorized in writing by the Owner's Representative, payments may be made monthly upon presentation of the Consultant's statement of services rendered in proportion to the amount of services performed, provided that the compensation at the completion of each Phase of Basic Services shall not exceed the limits set out above.

0.6 CONSULTANT'S PROJECT COMPLETION SCHEDULE

0.6.1: The Schematic Design Phase shall be submitted within XXX working days from the date of the notice to proceed of this agreement.

0.6.2: The Design Development Phase shall be submitted within XXX working days from the written approval of the Schematic Design Phase.

0.6.3: The Construction Documents Phase shall be submitted within XXX working days from the written approval of the Design Development Phase.

0.7 CERTIFICATIONS

Consultant hereby certifies the following:

That all work provided to complete the scope of work contemplated hereunder, whether performed by the Consultant or any contractor or subconsultant to Consultant, shall be performed in the United States;

That the Consultant shall only utilize personnel authorized to work in the United States in accordance with applicable federal state laws including but not limited to the Illegal Immigration Reform and Responsibility Act (IIRIRA) and the INA Section 274A;

That if Consultant has knowingly employed individuals who are not eligible to work in the United States, the Owner shall have the right to cancel immediately without penalty or recourse and suspend or debar the Consultant from doing business with the State of Missouri;

That the Consultant shall cooperate fully with any audit or investigation from federal, state or local law enforcement agencies;

That these certifications shall extend fully to any contractor or subconsultant that Consultant may engage in the work contemplated by this agreement;

That Consultant has enrolled and is and will continue to participate in a federal work authorization program in accordance with RSMo 285.525 and 285.530 for the duration of this contract; and

Any failure to comply with these certifications shall be considered a breach of contract by the Consultant.

0.8 SUPPLEMENTAL DOCUMENTS

0.8.1: **THIS AGREEMENT**, by this specific reference, shall include the following supplemental documents:

- Terms and Conditions of Design Services Agreement Between Owner and Consultant consisting of 5 pages.

INCLUDE FOR ALL MONG AGREEMENTS CY- 5/20/09

- Exhibit A, Environmental Management System

USE ONLY FOR PROJECTS WHICH ARE 100% FEDERALLY-FUNDED PROJECTS FOR MOARNG

- **Anything in this document to the contrary notwithstanding, wherever in this document the terms “Director” or “Director or his Designee” or “Facilities Management, Design and Construction” are used, they shall mean the Construction & Facilities Management Officer, Office of the Adjutant General, Department of Public Safety, State of Missouri. Further, wherever the term “Commissioner”, “Division”, or “Owner” are used they shall mean the Office of the Adjutant General, Department of Public Safety, State of Missouri.**

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 Owner and Consultant.

Mark W. Hill, P.E.
Deputy Director of Planning & Design
Division of Facilities Management,
Design and Construction

Signature of Firm's Owner or an Authorized
Signature Authority

Mailing Address

City, State, Zip

ATTEST:

Signature of Corporate Secretary

CORPORATE SEAL:

Executed by Consultant this _____ day of
_____, 2016.

Project No. {Projects.Number}