CITY		ARCHITECT	
CITY OF JOPLIN **602 S. MAIN** **STREET**		Name: Bates & Associates, Inc. Address: 433 W. Walnut Street Springfield, MO 65806	
		Attention:	
Department: Planning, Development & Neighborhood Services		Phone:	Fax:
Phone: **417-624-0820, ext 510**	Fax:		

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 5th day of July, 2016, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Architect to render certain technical and professional services in connection with a project identified in this Agreement;

WHEREAS, the Architect made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Architect is licensed by the Missouri Board for Architects, Professional Architects, and Engineers to perform the services designated under this contract, and further represents that all services shall be done under the direction of a licensed professional by the Missouri Board for Architects, Professional Architects, and Engineers;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Architect as follows:

1. **Services.** The City agrees to engage the services of the Architect and the Architect agrees to perform the services described in this Agreement. The services of the Architect shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Architect shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Architect under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental Architecting work or materials furnished hereunder shall not in any way relieve the Architect of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Architect.

   (a) Scope of Services. The Scope of Services is set out specifically in the Request for Qualifications, 2016-RFQ-03, which is incorporated fully herein and attached hereto as Exhibit A. Exhibit A provides General Requirements and Specific Requirements. The Scope of Services for this Agreement shall also include the Services as set forth in the Architect's Response and Proposal to the RFQ, Scope of Services, which is incorporated fully herein and attached hereto as Exhibit C.

2. **Term.** The services of the Architect shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project outlined in this Agreement.

3. **Payment.** The City, pursuant to this Agreement, shall pay Architect the consideration set forth in the Architect's Fee Proposal, which is incorporated fully herein and attached hereto as Exhibit C, which shall constitute complete payment for the services furnished in connection with the work required to be performed under this Agreement. Payment request shall be made pursuant to the Fee Proposal phases and shall be approved by the City and its Project Manager. The total costs for Architect's services

under this Agreement shall not exceed $475,000.00. The Architect shall also be entitled to payment for expenses related to travel, printing, and courier services in an amount not to exceed $24,000.00. Said expenses shall be submitted with verifying documentation to the City for payment.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Architect shall secure at its own expense, all personnel required to perform the services called for under this contract by the Architect. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Architect. All of the services required hereunder will be performed by the Architect or under the Architect's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

   a. Termination for breach. Failure of the Architect to fulfill the Architect's obligations under this contract in a timely and satisfactory manner in accordance with the schedule in Exhibit B and description of services set forth in Exhibits A B &C shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.

   b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Architect further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Architect shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Architect from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Architect under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Architect without prior written approval of the City.

10. **Discrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

    a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

11. **Occupational License**: The Architect shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required, by city code and any required state or federal license. The cost for this occupational license shall be borne by the Architect. No contract will be executed by the City until this occupational license has been obtained and that the Architect is current on any City taxes is verified.

12. **Compliance with Laws**. Architect agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder, as are enacted as of the date of rendered services. Architect affirmatively states that payment of all local, state, and federal taxes and assessments owed by the Architect is current.

13. **Reports and Information.** The Architect, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

14. **Records and Audits.** The Architect shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. The City, EDA, the Comptroller General of the United States, the Departmental Inspector General, or any of their duly authorized representatives, shall have access to any paper or electronic documents, books, correspondence, and records of the Architect (which are pertinent to the Award) to verify the recipient's compliance with Award requirements. *See* 13 C.F.R. § 302.14. Architect shall maintain all records for at least three (3) years after the recipient makes final payment and all pending matters are closed. *See* 15 C.F.R. §§ 14.53(b) or 24.36(i)(11), as applicable.

15. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Architect.

16. **Equal Employment Opportunity**. During the performance of this Contract, the Architect agrees as follows:

    a) The Architect will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

    b) The Architect will, in all solicitation or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Architect will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Architect will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Architect will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) The Architect shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Architect shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Architect's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Architect may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Architect will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Architect may request the United States Government to enter into such litigation to protect the interests of the United States.

17. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

18. **Affirmative Action for Handicapped Workers**

a. The Architect will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Architect agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Architect agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Architect's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Architect will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment

physically and mentally handicapped individuals.

f. The Architect will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

19. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

20. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

21. **Authorized Employees**. Architect acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Architect therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

22. **Interest of Architect and Employees**. The Architect covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Architect further covenants that in the performance of this Contract, no person having any such interest shall be employed.

23. **Interest of Members of a City.** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Architect shall take appropriate steps to assure compliance.

24. **Interest of Other Local Public Officials.** No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Architect shall take appropriate steps to assure compliance.

25. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Architect is associated with a business entity, Architect shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. **Nonresident/Foreign Contractors**. The Architect shall procure and maintain during the life of this contract:

    a. If the Architect is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

    b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

27. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Architect will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's activities and responsibilities hereunder. The Architect agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment

relationship between the Architect and the City, and the City will not be liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

28. **City Benefits**. The Architect shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

29. **Insurance**. Without limiting any of the other obligations or liabilities of the Architect, the Architect shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Architect to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Architect to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Architect. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and include copies for the Director of Planning and Community Development.

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Architect agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Architect, its employees, officers or agents. Architect agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Architect shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Architect shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Architect shall require any

and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Architect and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Architect, upon 10 days written notice, to execute a contract addendum whereby the Architect agrees to provide, at a price not exceeding Architect's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

30. **Liability and Indemnity**. The parties mutually agree to the following:

a) The Architect shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Architect's (or any of Architect's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Architect is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b) The Architect shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c) In no event shall the City be liable to the Architect for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

31. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD/electronic files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

32. **Notices**. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

33. **Anti-Lobbying:** The Architect shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

34. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section

3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

35. **Environmental Compliance (24 CFR 85.36(i)(12)):** The Architect must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

36. **Statement that Project Federally Funded:** It is understood that this contract is funded in whole or in part with the Federal Government, U.S. Department of Housing and Urban Development (HUD) under the Disaster Relief Appropriations Act of 2013, Public Law 113-2, Federal Award ID #B-12-MT-29-0001 and related regulations and restrictions normally associated with federally-funded programs and any other requirements that the CDBG-DR regulations may prescribe.

37. **Davis Bacon:** The Davis-Bacon Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

38. **Remedies.** Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Architect arising out of or related to this agreement or the breach thereof, will be first submitted to mediation, and if the dispute is not resolved, the parties may pursue all other available legal remedies.

39. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

40. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

41. **Documents Made a Part of This Agreement**.

    a. Exhibit A. City of Joplin RFP 2016-RFQ-03.
    b. Exhibit B. Architect's Response and Proposal to the RFQ.
    c. Exhibit C. Architect's Proposal Documents (excluding sample contracts).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Tony Robyn, Project Manager

Architect:

By: _____

Printed Name: Steven Warlick

Title: President

Date: 7/16/18

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

By: _____

Troy Bolander, Director of Planning,
Community & Neighborhood Services

Date: 7/13/18

APPROVED AS TO FORM

Peter Edwards, City Attorney

REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECTURAL AND ENGINEERING SERVICES (RFQ -2016-03)

JOPLIN SENIOR CITIZEN CENTER
TABLE OF CONTENTS

PURPOSE OF RFQ/GENERAL INFORMATION 3
SCOPE OF WORK 4
FEDERAL GRANT REQUIREMENTS 7
SUBMITTAL INSTRUCTIONS 8
SELECTION PROCESS 12
ADMINISTRATIVE REQUIREMENTS 16
EXHIBIT A – SPECIFIC REQUIREMENTS 17
EXHIBIT B – SITE PLAN 21
EXHIBIT C – UNAUTHORIZED ALIENS WORKERS ACT 22
EXHIBIT D – CITY CONTRACT 23

Purpose of RFQ/General Information

I. Background

In 2012 and 2013, the City of Joplin was awarded grants from the U.S. Department of Housing and Urban Development's Community Development Block Grant-Disaster Recovery ("CDBB-DR") program for a variety of redevelopment efforts. In 2015, the Joplin City Council approved a suite of projects including the relocation and construction of a new senior citizen center in the recovery area, to in part, help support the needs of the community's senior population as well as generate growth and economic resiliency in the wake of the 2011 tornado. The Joplin Senior Citizen's Center will be part of the redevelopment of the 26th Street corridor and the facility and site must conform to the City's 26th Street Corridor Design Guidelines. This project will be fully funded with Federal funds and is subject to the Federal laws and regulations associated with the CDBG-DR program.

The City currently employs approximately 500 full-time employees and is committed to safety, our people, our work environment, and the reconstruction of the Joplin community. Our citizens are a vital ingredient in our success; they are in part what keep us informed and focused on maintaining and growing the community and stewarding its resources for the future.

II. Purpose of RFQ

The City of Joplin proposes to obtain a highly qualified, capable firm(s) to act as the Architect/Engineer and construction manager/administrator during the planning and construction of the new senior citizen center. The final cost of the project will be determined following the selection of the firm based upon a detailed scope of work and the final cost should not be exceeded. The selected firm's services for the new senior citizen center will include, but are not limited to, assisting with project management, design, civil engineering, construction inspection, and programming of the facility which will include items such as estimating and compiling budgets, developing a conceptual design, coordinating additional RFP's and RFQ's for the project, and assisting with various CDBG-DR grant reporting requirements such as quarterly progress reports.

The City of Joplin will give prime consideration to the firm with significant current experience in the development, design, renovation, and construction, of similar buildings and projects. The City of Joplin reserves the right to negotiate with one or more parties. The City of Joplin is not obligated to enter into any contract(s) with firm(s) based on terms or conditions.

III. Specifications and Bid Forms

Specifications and bid forms are available from Tony Robyn, Assistant Director Planning, Development and Neighborhood Services at 417-624-0820, ext. 541, by writing to the address indicated above or by visiting www.joplinmo.org/bids.

IV. Location

The City of Joplin is planning to construct a Senior Citizen Center (approximately 15,000- 20,000 square feet). The center will be located at the former Mercy Hospital site that was destroyed by the tornado. The area is currently undergoing major revitalization efforts through the construction of the City of Joplin's Public Park, the recently opened Freeman Hospital's Autism Center, establishment of the proposed medical school, and the proposed development of a new affordable senior housing facility. The City of Joplin intends to competitively bid the construction of the project to qualified general contractors who will perform the work according to final plans and specifications proposed by the qualified firm chosen pursuant to this RFQ. Refer to Exhibit B for the projected site plan.

Scope of Work

The City is interested in obtaining the services of an architectural design firm to assist in the design and programming of the facility including such items as:

1. Estimating and compiling budgets
2. Full architectural and civil design
3. Design development documents as described in Exhibit A
4. Assisting with various CDBG-DR grant reporting requirements
5. Project management (to include construction management and inspection)

I. Contracting

The selected Architect/Engineering firm will be required to perform the basic architectural and engineering services to be specified more fully in a contractual agreement. The contractual agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as circumstances may dictate. The City of Joplin anticipates a contract which will include schematic design, production of computer generated renderings, and cost estimations; however, the City of Joplin reserves the right to include additional project elements in the initial or subsequent professional services agreements as the City of Joplin may (in its sole discretion) deem appropriate. The City of Joplin will not use the standard AIA contract documents to secure the professional services herein described.

The Architect/Engineering firm will be required to retain and be responsible for all basic engineering disciplines including but not limited to mechanical, electrical, plumbing, fire

protection, and structural engineering as appropriate for the Scope of work negotiated. Project management, civil engineering, construction management/inspection, furniture, fixtures and equipment, and landscape architecture included are included services in this RFQ. The Architect/Engineering firm is also required to identify and select the appropriate sub-consultants; however, the City of Joplin reserves the right to approve proposed sub-consultants that will be associated with the Project.

II. General Requirements

The selected firm will be responsible for:

A. Senior Center Design - Design of a senior center facility of approximately 15,000 square feet (subject to final design) at the southwest corner of 26th Street and St. John's Boulevard in Joplin, Missouri. The Center would have approximately 60 surface parking spots (to be finalized by Architect and City of Joplin building department), landscaping, pedestrian access improvements, and an intermodal trail park.

The building should be designed for a usable life of greater than forty years, and sufficient to provide shelter in the event of threatening weather conditions for those utilizing its services and possible visitors. The level of finish should be good quality, but not luxurious; the intent is to contain costs to the extent reasonable, but still provide the City an innovative and modern civic asset that speaks to the strength and pride of the citizens and their efforts to rebuild the City effectively and efficiently.

Approximately 10% of the Center will be dual-use, shared space for a storm shelter, which will be designed and constructed in accordance with *FEMA 361 Design and Construction Guidance for Community Shelters*. The design team will require the necessary expertise to analyze space utilization and needs for various elements of senior center type operations.

While not seeking Leadership in Energy and Environmental Design (LEED) certification, the overall facility should incorporate LEED-type standards and include sustainable technologies and innovations related to climate control, energy and space efficiency, water efficiency, landscaping, daylighting, site usability, and storm water management. Facility lighting and space sound mitigation will vary to fit the needs of various proposed facility operations and activities. Technological capacity will be designed to accommodate flexibility, growth and digital needs for both wired and wireless applications for Center operations. Exterior glass will be designed to avoid UV impact on interior elements as well as heating/cooling problems and

security issues. Facility exterior glass should incorporate angling and/or anti-bird glazing to mitigate bird collisions given proximity to the adjacent park and landscaping.

The following additional facility innovations and improvements should be explored with cost and square footage projections:

1. Kitchen and storage to serve up to 1,500 seniors (Center supports 'Meals on Wheels' program)
2. Dining room to serve up to 150 seniors that dine in the Center each day. Preferably with large windows facing the park.
3. Bathrooms (ADA compliant)
4. Exercise room(s) to accommodate on average 40-50 seniors per class
5. Three (3) administrative offices
6. Quiet room- library, cards, dominos
7. Conference room
8. Billiards (pool) room
9. Health services room that allows privacy for senior services such as wellness exams, counseling, etc

Additional Design Considerations - Immediate building and site design will include surface parking for visitors up close for ADA accessibility and vehicle or bus covered drop-off location; overall parking lot must suit the needs of the center; final capacity will be determined by the final site plan and the City of Joplin building department. The selected firm will also need to be sensitive of area underground utilities east of the proposed site.

The conceptual site design should incorporate minimal care landscape elements. Considerable screening and berming should be incorporated providing facility and activity privacy on the western edge adjacent to the City Public Park and northern edge facing 26th Street. The overall design concept is to create a facility that is a family-friendly destination primarily for seniors, but should also accommodate adults, students and children, from adjacent surrounding neighborhoods and facilities for program participation. The Center design, frontage, and pedestrian elements should conform to, and integrate the City's 26th Street Corridor Design Guidelines as well as conform to all City codes and regulations.

B. Infrastructure and Site Conditions – The site is currently cleared of vegetation and buildings. The site is relatively level and has shown some evidence of underground

mine activities. Some lead soil remediation may need to take place during construction in accordance with Jasper County procedures. Adjacent park construction has also revealed some pinnacle rock exists in the area. Street access to the facility will be off St. John's Boulevard. Adequate utility infrastructure is already adjacent to the site. Innovative stormwater management, run-off quality, and Missouri native landscaping approaches are important and should be incorporated in the conceptual site plan. Exterior lighting and signage will be modest in keeping with the City's 26th Street Corridor Design Standards and will mitigate light pollution.

C. Site Plan Opportunity – Immediately west/southwest of the proposed Center site is a proposed 18 + acre City passive public park setting with trails, a stormwater management pond, and landscaped areas; site design should allow for trail interconnectivity with pedestrian park access, as well as access to the St. John's Boulevard trail under development. The site plan should at least include outdoor benches and lighting. Preferably the outside area with benches should provide tables to allow dining options outside. The site will need to be surveyed and platted. See attached map of site- Exhibit B.

D. Feasibility - The location is relatively level and devoid of any structures or significant vegetation as a result of the tornado damage, as it has been entirely cleared of previous structures and debris. There are no anticipated construction obstacles at the proposed site. Adjacent streets are in place and all utilities are readily available.

Federal Grant Requirements

I. Use of Federal Funds

All contracts, services, purchasing, and activities must conform to U.S Department of Housing and Urban Development regulations, funding assistance for this project is through the Department's Community Development Block Grant Disaster Recovery Program. Firms and their counsel should be familiar with the full range of CDBG and CDBG-DR compliance requirements. The following is a brief summary of certain aspects of the compliance requirements.

A. Environmental Clearance - The City will perform an Environmental Review Record (ERR) pursuant to 24 CFR Part 58 following the execution and approval of the Project Development Agreement between the selected firm and the City. A successfully completed ERR will then require a 30 day public comment period prior to the Release of Funds. Prior to receipt of environmental clearance from the City, the firm may not commit any funds to, or undertake any physical or choice-limiting actions, including but

limited to property acquisition, demolition, or construction activities. Violations of this provision may result in the termination of the contract.

B. Accessibility - Project will be subject to accessibility requirements under Section 504 of the Rehabilitation Act of 1973.
C. Davis-Bacon - Project will be subject to Davis-Bacon wage and record-keeping requirements.
D. Lead Based Paint - HUD's lead based paint regulations at 24 CFR Part 35 will apply.
E. Section 3 - HUD's Section 3 requirements apply. In general, Section 3 requires community outreach, prior to awarding contracts and subcontracts to construct a project under the Program. The firm must conduct outreach to low-income individuals living in the area where the Center is located and to certain businesses located in the area in which the project is located. The intent of the Section 3 requirements is to encourage employment of such individuals and businesses in connection with the construction of the Center. These requirements apply to any construction contract or subcontract in excess of $100,000. For additional information concerning Section 3, see http://www.hud.gov/offices/fheo/section3/section3.cfm.
F. Duplication of Benefits - The firm must document all funds obtained from any source from the date of the disaster until the date of this proposal, if applicable.
G. Prohibition against Eminent Domain - Firm may not undertake any involuntary acquisition of property in connection with this project unless the City has given its advance written consent.

Submittal Instructions

I. Delivery

The City of Joplin, Missouri will accept sealed qualifications until 5:00 P. M., April 8, 2016 at the Joplin City Hall, 602 S Main, Joplin, Missouri, 64801. Any proposals received after the specified deadline will be returned to the firm. Only submittals received by the correct time and date will be recorded.

Submittals must be submitted in a sealed envelope with the Request for Qualifications number **(RFQ-2016-03)** and the firm's name and address clearly indicated on the envelope. All submittals must be completed in ink or typewritten and submitted by the time and date above. Proposals shall be limited to a maximum of forty (40) printed pages. Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required. An original and eight copies of the responses, along with a digital copy on a flash drive or CD, are to be delivered to:

Contact: Tony Robyn
Assistant Director
Planning, Development, and Neighborhood Services
602 S. Main Street, 3rd Floor
Joplin, MO 64804
Phone: (417) 624-0820 ext. 541, Fax: (417) 624-4620
Cdbgdr-rfp@joplinmo.org

II. Confidential/Proprietary

Please clearly mark "Confidential/Proprietary" any information that you seek to protect from public disclosure under the Missouri Public Information Act and submit such information in a separately marked envelope. The City of Joplin cannot assure any firm that information that is marked "Confidential/Proprietary" will remain private, however, in the event of a request for such information under the Public Information Act, the City of Joplin will timely notify you in writing of the request and you will be afforded the right to submit a briefing to the Missouri Attorney General.

III. Contents

Firms are expected to examine the entire scope of services outlined above and respond accordingly to each section. Failure to do so will be at the firm's risk and will prevent inclusion from future services should additional funds become available. To enable the City of Joplin to efficiently evaluate the responses, it is important that the firms follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

A. Cover Page - The following information should be included under the title "Request for Qualification Statements for Architectural/Engineering Services for the Joplin Senior Center (**RFQ-2016-03**)":
   1. Name of firm
   2. Firm address
   3. Firm telephone number
   4. Firm federal tax identification number (EIN)
   5. Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the firm on behalf of the firm.

B. RFQ Response - The submittal must detail how the design firm will provide the Scope of Services required by this RFQ as required by federal procurement guidelines. The design firms are encouraged to present in their submittals any alternate or creative means of providing any item specified in the Scope of Services. By submitting a response, firms

represent and warrant that all information provided in the response submitted shall be true, correct and complete. Firms who provide false, misleading or incomplete information, whether intentional or not, may be excluded.

Firms should letter and number responses exactly as the questions are presented herein:

A. ***Introduction (transmittal letter)*** - By signing the letter, the firm certifies that the signatory is authorized to bind the firm. The RFQ response should include:
   1. Brief statement of the firm's understanding of the scope of the work to be performed;
   2. Confirmation that the firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in the State of Missouri;
   3. Confirmation that the firm has not had a record of substandard work within the last five years;
   4. Confirmation that the firm has not engaged in any unethical practices within the last five years;
   5. Confirmation that, if awarded the contract, the firm acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
   6. Any other information that the firm feels appropriate to support their understanding;
   7. Signature of an individual who is authorized to provide information of this nature in the name of the firm submitting the RFQ.

B. ***Company Profile*** - Provide the following information relative to your firm:
   1. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
   2. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
   3. Provide the firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
   4. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also

include the name, address, and telephone number of the project manager, if different than item #A.

5. Describe their standard operating procedure with respect to reporting on progress and performance during the delivery of the contracted services, including for example information regarding resources, quantities, deliverables, risks, issues, actions and earned value management principles. Examples of sample reports identifying such information/data are preferred.
6. Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement. The City of Joplin reserves the right to request any additional information to assure itself of a firm's financial status.

C. ***Organizational Structure*** - Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this project and provide the following:

1. Identify staff members (as applicable), in the job classifications of Principal in Charge, Licensed Architects, and Licensed Engineers, who would be assigned to act for firm in key management and field positions providing the services described in Part One: Scope of Services, and the functions to be performed by each.
2. Include resumes or curriculum vitae of each such staff member designated above, including name, position, education, and years and type of experience.
3. It is the expectation of the City of Joplin that the individuals identified in this section of the response will be those that will be specifically assigned and fully committed to work on this project. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

D. ***Experience and Qualifications*** - Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ.

1. The Proposal should provide all information which the firm considers pertinent to its qualifications for performing the work called for by the RFQ; including, but not limited to work detailed in the Scope of Work. Please limit representative projects to a maximum of 5 projects. These projects should have been completed in the last 5 years.

2. Describe any prior engagements in which firm's assisted a governmental entity in dealings with Disaster Recovery projects and any other projects relating to CDBG or CDBG-DR or Federal Grant programs.
3. Describe the firm's current workload and available capacity to meet the project demands and accomplish the work within the specified 1 year and 10 month timeframe.
4. Describe any unique firm characteristics relevant in evaluating the experience of the firm to handle the proposed project(s). The firm should indicate if they have worked on the design, development or renovation of any senior citizen centers within the last 5-10 years.

E. ***References*** - Each firm must furnish a minimum of five (5) references.
   1. At least three (3) of the five (5) references should be from projects of similar complexity and community size as the City of Joplin.
   2. Each reference must identify and describe the project worked on, and specify the originating and final project manager for the party providing the reference.
   3. References may or may not be reviewed or contacted, at the sole discretion of the City.

F. ***Pending Claims*** - Each firm must describe any pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation, consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current, or pending, that involve work similar to the work sought by this RFQ. The nature of any such claim or proceeding must be described, together with its current status, final disposition (if any), and the parties involved.

Selection Process

Selection of firm(s) will follow the submittal-interview process.

From a review of the statements of qualification received, the City of Joplin intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for this project. The City of Joplin will notify firms of the date and time of the interview. The City of Joplin reserves the right to make a selection based solely on statements of qualifications received. The City of Joplin may request that presentations be made to the Selection Committee consisting of City staff, and Senior Center staff.

The City of Joplin reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate

proposals; accept any submittal or portion of submittal; reject any or all firms submitting responses, should it be deemed in the City of Joplin's best interest; or cancel the entire process and solicit again at a later date. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards. Innovative solutions outside of the proposed project plan will be given serious consideration.

The City encourages minority and female owned businesses to submit proposals on all City projects/proposals.

I. Evaluation Criteria

The criteria used to evaluate the RFQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

A. Stage 1 Mandatory Criteria

Mandatory Criteria	Satisfied? (YES/NO)
Demonstrates experience providing requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.	
Demonstrates direct industry experience and familiarity with Senior Citizen Center type designs, construction and operations	

The City of Joplin may discontinue the evaluation of, and reject, any Proposal that does not satisfy the Mandatory Criteria.

B. Stage 2 Rated Criteria - 100 possible points

Rated Criteria	Minimum Rated Criteria Threshold (Minimum 3 out of 5)	Weighting
Methodology – that the firm will use to conduct work outlined in RFQ and evidence of ability to	30 Maximum Points Possible	30%

perform the work described herein		
Experience – previous experience performing related projects of complex nature, specifically restaurant/kitchen design	25 Maximum Points Possible	25%
References – will be based on references submitted as part of RFQ, but can include clients not submitted	15 Maximum Points Possible	15%
Has experience and knowledge of working with similarly sized communities and ability to comply with the City of Joplin codes, policies and regulations.	15 Maximum Points Possible	15%
Staff – capability and availability of professional staff to serve the City of Joplin in a competent and timely manner	15 Maximum Points Possible	15%
Total	100 Maximum Points Possible	100%

II. Additional Instructions, Notifications, and Information

A. Minimum Effective Period of Proposal - All proposals are required to remain in effect for at least 120 days from the date submitted to the City for review. This effective period should be taken into account when preparing the Proposal.

B. Public Information - All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

C. Type of Contract - The final contract shall be negotiated between and be mutually acceptable to the parties with the sole discretion of the City.

D. Clarifications and Interpretations - Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be provided by the City as an addendum on the aforementioned website and location. All such addendums issued by the City shall be issued before the proposals are due as part of the RFQ, and all Respondents must acknowledge receipt of and incorporate each addendum in their proposals. Respondents shall consider only those clarifications and interpretations that the City issues by addenda seven (7) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing proposals.

E. Selection Inquires - Please refrain from contacting the City of Joplin staff to make inquiries about the progress of this selection process. Firms will be contacted when it is appropriate to do so.

F. Evaluation of Qualifications - The evaluation of the Proposals shall be based on the requirements described in this RFQ. All properly submitted proposals will be reviewed, evaluated, and ranked by the City, with input from the Selection Committee. The City will contact those firms with the top ranked proposals that best meet the City's needs. The number of selected proposals will be determined by the Selection Committee. Each of these selected Respondents will be required to meet with the Selection Committee or a sub-group of the Selection Committee at a time to be specified. The Proposals will be reviewed in depth by the Selection Committee at that time. The City will contact the Respondent that best meets the City's needs and attempt to negotiate an agreement that is acceptable to both parties.

G. City's Reservation of Rights - The City may evaluate the Proposals based on the anticipated completion of all or any portions of the Project. The City reserves the right to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

H. Acceptance of Evaluation Methodology - By submitting its proposal to this RFQ, the firm accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" Firm will require subjective judgments by the City.

I. No Reimbursement for Costs – The firm acknowledges and accepts that any costs incurred from the firm's participation in this RFQ shall be at the sole risk and responsibility of the firm.

J. Eligible Respondents - Only individual companies or lawfully formed business organizations, including legally formed not-for-profit organizations, may respond to this

RFQ (this does not preclude a firm from using consultants). The City will contract only with the eligible individual company or formal organization that submits its proposal.

K. Reference Checks – The firm acknowledges and accepts that through the RFQ evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

L. Disposition of Proposals - All properly submitted proposals become the property of the City.

M. Nonconforming Terms and Conditions - A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFQ is subject to rejection as non-responsive. The City reserves the right to permit the firm to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

N. Debarment - By submitting a proposal the firm certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal Government (SAM.Gov), and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal Government.

Administrative Requirements

I. RFQ Schedule

Activity	Date
RFQ issued	March 27, 2016
Final questions due from potential firms	April 8, 2016
City responses to questions and/or addenda issuance	April 13, 2016
Proposal Submission Deadline	April 18, 2016
Proposed Shortlist Selection Date	April 21, 2016
Proposed Interviews and Contract Discussions	Week of April 25, 2016

This timetable may be modified based on number of proposals received and extent of interview and discussion timeframes.

II. Questions/Requests for Clarification

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than 5 p.m., April 8, 2016 via e-mail to both trobyn@joplinmo.org and CDBGDR-RFP@Joplinmo.org or in writing, to Tony Robyn, City of Joplin, 602 South Main, 3rd Floor, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Contractor finds any inconsistency or ambiguity in the RFQ, the Contractor is requested to contact the City Attorney at the enclosed address. Access to a digital copy of this RFQ, as well as any additional Addenda issued, may be found at http://joplinmo.org/bids.

III. Addenda to the RFQ and Requests for Information

The City may, at its sole discretion, issue Addenda to this Request for Qualifications containing responses to questions and requests for information, clarifications or revisions of the RFQ, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFQ. Addenda or clarifications will be posted on the City of Joplin's website.

Exhibit A – Specific Requirements

I. Project Management

The Architect /design firm will coordinate all project items and due diligence to determine all project elements and project scope of work is developed and completed. The Architect/Engineering firm will coordinate and prepare additional required RFPs, RFQs and bid documents as required according to City policy.

II. Schematic Design

The City of Joplin will host a visioning session to help develop the program requirements and refine the concept for the Senior Center. Based upon the recommendations developed during the visioning session, the Architect/Engineering firm shall prepare, document and develop Schematic Design Documents. The Schematic Design will be subject to the City of Joplin's satisfaction based upon their desired budget, schedule and it's consistency with the established requirements. Additionally, the firm will be responsible for contracting with an acceptable and qualified structural, mechanical, electrical, plumbing and fire protection engineer and providing timely coordination of their documents. Civil and landscape design and all sub-contractors will be under the Architect/Engineering contract.

Schematic Design documents shall further display:

1. Site Plan; review of the program of requirements and the characteristics of the site.

2. Single line drawings showing building layout, indicating site, shell and core;
3. Identification of all proposed exterior/interior finishes;
4. Preliminary interior finish selections as proposed by interior design firm;
5. Present alternative approaches to the design of the Project, if requested;
6. Review applicable statutes, regulations, codes, and by-laws and where necessary review the same with the authorities having jurisdiction;
7. Work with team to establish that the Project is within the Construction Budget, and schedule constraints;
8. Based on the mutually agreed upon program of requirements, schedule and construction budget, the architect will prepare for team review and approval, schematic design documents to illustrate the scale and character of the Project and how the parts of the Project functionally relate to each other.

III. Design Development

Based upon the City of Joplin approved Design Development, Architect will further prepare, document and develop a complete dimensioned design and information, primary building systems and major finishes for the project premises to the satisfaction of the Building Committee. The Design Development Documents should be sufficient to allow for complete and accurate pricing and construction of the intended space.

Documents for this submittal shall consist of as a minimum:

1. Site and Civil Plans
2. Preliminary Structural, Mechanical, Electrical and Fire Protection systems.
3. Preliminary Landscape design
4. Architectural Floor plans with core area room locations.
5. Exterior building elevations.
6. Storm water management design
7. Preliminary audio visual and information technology design
8. Sketches including special treatment, features, and design amenities.
9. Preliminary material selections to communicate colors, materials and finishes, including wall treatments and floor covering recommendations.
10. Preliminary Plan Check: Review the preliminary plans with appropriate city staff, and prepare a building code analysis for the project. Green building design will be encouraged.
11. Work with team to establish that the Center is within the construction budget and schedule constraints.
12. Continue to review applicable statutes, regulations, codes and by-laws as the design of the Center is developed.

IV. Construction Documents and Administration

Based upon the City of Joplin approved Design Development Documents, Architect shall further prepare, document and develop final Construction Documents and as-builts to cover all work including site and work inspection.

1. Preparation of complete set of construction documents developed from a client approved set of scope documents. One (1) reproducible of each sheet shall be provided to the client for review at 50% and 90% completion stages. One (1) reproducible of each sheet shall be provided to General Contractors, as directed by the City, and to the City after all required corrections are made on the original reproducible documents.
2. The construction documents will be sufficient to allow for complete and accurate pricing and construction. Documents shall be complete, thorough, well-coordinated between consultants, etc.
3. The firm shall be responsible for coordinating its construction documents with plans prepared by others. The firm will provide timely interpretations of the construction documents to the selected mechanical, electrical, plumbing and structural engineers and such other consultants or design-build contractors which the City may choose to become involved in the preparation of plans.
4. In order to support the fast track delivery of the Center construction, the Architect may be requested to issue separate packages of drawings which shall include at a minimum (a) Site / Civil Documents and (b) Core & Shell Documents.
5. Prior to the completion of the Construction Documents, at approximately 75% completion, the firm shall prepare a permit set of documents showing all required information necessary to obtain a building permit in the City of Joplin. The firm shall provide appropriate architects seal as required.
6. Arrange for and conduct a pre-construction conference with the City, other consultants and the general contractor to mutually agree upon the administration process and to further review critical areas of interface and the impact of long-lead products. Attend general contractor bid review meetings as requested.
7. Be made available to provide interpretation and clarification to contract documents and respond to field construction issues as necessary.
8. Review and approve required shop drawings, samples, product information as required to facilitate completion of the project. No review period shall take more than two (2) weeks for any single submission.
9. Visit and tour the project premises during construction to monitor the progress of the work. Verify locations of work as requested by the City or general contractor. Generally, verify that the work is proceeding in accordance with the contract documents. Prepare periodic field reports as necessary.

10. Prepare and issue addenda requests for pricing, etc., as requested.
11. Attend weekly construction meetings at the job site.
12. Conduct two (2) project reviews in order to prepare and issue to the general contractor, an appropriate "punch-list" of items to be corrected before final payment by the City.
13. Monthly, prepare and issue Certificate(s) for Payment to the City certifying that, to the best of the firm's knowledge and information, the quality of the suppliers or firms' work is in accordance with contract documents, and that such entities are entitled to payment by the City in the amounts certified.

At 100% completion, two complete sets of as-builts will be delivered to the City of Joplin Project Manager

V. Construction Estimating

The City of Joplin is requesting the selected architect to include construction estimating services as part the fee proposal. This service should be provided by a licensed, qualified construction estimating firm or general contractor. It should be noted that if a general contractor is utilized for these services they will not be eligible to bid on the construction of the center. The result of these estimates will be the basis for the design of the facility.

Cost estimating services should be based on current market conditions and provided by standard industry division. Cost estimating services should include:

1. Full cost estimating at schematic, design development and 50% construction documents.
2. Availability to assist on constructability and engineering issues.
3. Value engineering services.
4. Availability to attend design/program meetings as requested.

Exhibit B – Site Plan

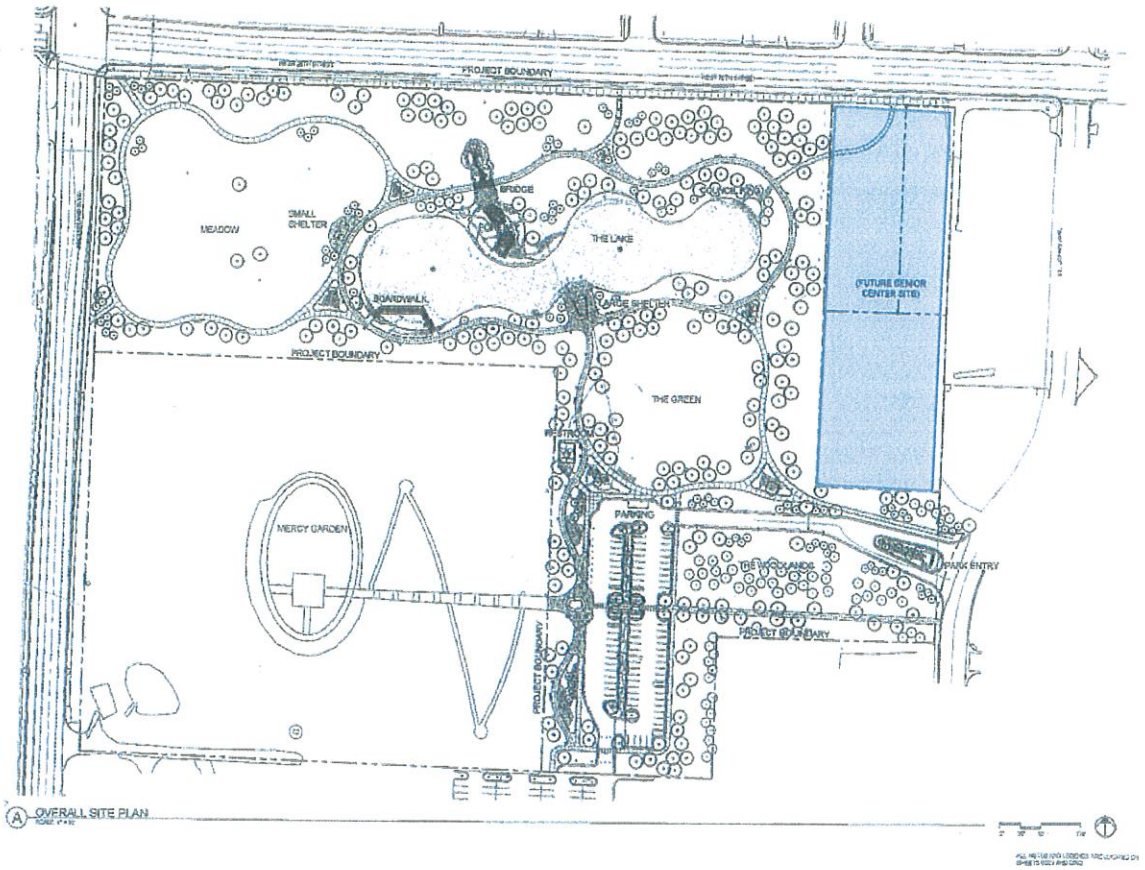


Exhibit C – Unauthorized Aliens Workers Act

Unauthorized Aliens Workers Act

The successful firm will have to sign an agreement that they are enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____

Affiant

Exhibit D – City Contract

CITY	ARCHITECT
City of Joplin **602 S. MAIN STREET** **JOPLIN, MO 64801** Attention: **Tony Robyn** trobyn@joplinmo.org and CDBG-dr@joplinmo.org Department: **Planning, Development and Neighborhood Services** Phone: **417-624-0820, ext 541** Fax: **417-624-4620**	Name: Address: Attention: Phone: Fax:

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Architect to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Architect made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Architect represents Architect is licensed by the Missouri Board for Architects to perform the services designated under this contract, and further represents that all services shall be done under the direction of an architect licensed by the Missouri Board for Architects;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Architect as follows:

1. **Services.** The City agrees to engage the services of the Architect and the Architect agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Architect shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Architect shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Architect under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Architect of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Architect.
2. **Term.** The services of the Architect shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Architect the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Architect represents that Architect will secure at Architect's own expense, all personnel required to perform the services called for under this contract by Architect. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Architect. All of the services required hereunder will be performed by the Architect or under Architect's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

   a) Termination for breach. Failure of the Architect to fulfill Architect's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.

   b) Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten

the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Architect further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Architect shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Architect from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Architect under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Architect without prior written approval of the City.

10. **Discrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R.

§ 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a) This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected

veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b) This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

11. **Occupational License**. The Architect shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required, by city code and any required state or federal license. The cost for this occupational license shall be borne by the Architect. No contract will be executed by the City until this occupational license has been obtained and that the Architect is current on any City taxes is verified.
12. **Compliance with Laws**. Architect agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Architect affirmatively states that payment of all local, state, and federal taxes and assessments owed by Architect is current.
13. **Reports and Information.** The Architect, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
14. **Records and Audits.** The Architect shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.
15. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Architect.
16. **Equal Employment Opportunity**. During the performance of this Contract, the Architect agrees as follows:

a) The Architect will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be

limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Architect will, in all solicitation or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Architect will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Architect will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Architect will furnish all information and reports required by Executive Order 11246 of September 24,
1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the Architect's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Architect may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Architect will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or firm. The Architect will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the

event the Architect becomes involved in, or is threatened with, litigation with a subcontractor or firm as a result of such direction by the City, the Architect may request the United States Government to enter into such litigation to protect the interests of the United States.

17. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

18. **Section 3 of the Housing and Urban Development Act of 1968.**

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

19. **Section 109(a) of the Housing and Community Development Act of 1974**. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

20. **Affirmative Action for Handicapped Workers**

a) The Architect will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Architect agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) The Architect agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Architect's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e) The Architect will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The Architect will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or firm. The Architect will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

21. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

22. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

23. **Authorized Employees**. Architect acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Architect therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

24. **Interest of Architect and Employees**. The Architect covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Architect further covenants that in the performance of this Contract, no person having any such interest shall be employed.

25. **Interest of Members of a City.** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in

connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Architect shall take appropriate steps to assure compliance.

26. **Interest of Other Local Public Officials.** No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Architect shall take appropriate steps to assure compliance.

27. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Architect is associated with a business entity, Architect shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

28. **Nonresident/Foreign Contractors**. The Architect shall procure and maintain during the life of this contract:

a) If the Architect is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b) A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

29. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Architect will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's activities and responsibilities hereunder. The Architect agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Architect and the City, and the City will not be

liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

30. **City Benefits**. The Architect shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

31. **Liability and Indemnity**. The parties mutually agree to the following:

a) The Architect shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Architect's (or any of Architect's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Architect is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b) The Architect shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c) In no event shall the City be liable to the Architect for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

32. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

33. **Notices**. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party,

in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

34. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

35. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. No additional services outside of this agreement may proceed without written prior approval by the authorized City representative and any approvals must conform to City policy.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Printed Name: _____

Tony Robyn, Assistant Director, Planning, Development and Neighborhood Services

Date: _____

City of Joplin, MISSOURI
CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____

Leslie Haase, Director of Finance

By: _____

Scott Garrie, Director, Parks and Recreation

APPROVED AS TO FORM Parks and Recreation Director

Date: _____

_____

Peter Edwards, City Attorney

REQUEST FOR QUALIFICATIONS STATEMENTS FOR ARCHITECTURAL/ENGINEERING SERVICES FOR THE JOPLIN SENIOR CENTER (RFQ-2016-03)

FIRM NAME: BATES & ASSOCIATES, INC.
FIRM ADDRESS: 433 W. WALNUT ST.
SPRINGFIELD, MO 65806
FIRM TELEPHONE NUMBER: 417-865-2065
FEDERAL TAX ID NUMBER (EIN): 43-1853503
CONTACT PERSON: PAUL SABAL
PRINCIPAL-HEALTHCARE ARCHITECT
P: 314-863-2065
F: 314-863-8313
PS@BATESARCHITECTS.COM

TABLE OF CONTENTS

A. Introduction (transmittal letter)

B. Company Profile

C. Organizational Structure

D. Experience and Qualifications

E. References

F. Pending Claims

bates

INTRODUCTION (transmittal letter)

bates

Dear Selection Committee,

Upon our receipt and review of the RFQ for the Joplin Senior Citizen Center, RFQ-2016-03, Bates & Associates is pleased to submit our qualifications for your review. We are a veteran-owned business formed as a S Corporation with offices located in Springfield and St. Louis, Missouri and NW Arkansas (Rogers, Arkansas).

We fully understand the requirements set forth in the RFQ document and attest that the Bates Team can fully execute all necessary requirements including, but not limited to, Owner requirements, design & construction requirements, governing jurisdictional requirements including HUD, CDBG-DR and FEMA requirements, and all other necessary needs for the successful execution of the aforementioned project.

Our firm is licensed to practice Architecture in the State of Missouri. Our qualifications and references will attest to the standard of care we take in our process and commitment to total quality service. We are able to provide an exceptional standard of care because our senior leadership team has over 220 years of experience in the Design and Construction industry.

At Bates we have had a successful track record over the last five years with Mr. Steve Warlick as President & CEO. This track record has allowed Bates to open two new offices within that timeframe and expanded from eight to 56 employees. At Bates we strive to ensure that all work produced by our firm is of the highest ethical standard.

We understand that the entire contract for the services listed in the RFQ is within our scope and understanding. This includes all services performed directly by Bates and any services performed through us as the Prime by our consultants. We consider our consultants a direct part of our team and as such we have requested from them and included their experience as part of our overall team qualifications. Our consultants are targeted partners that we engage based on their expertise and competence in terms of quality of design, capacity for the work, and technical knowledge.

If you have questions, would like additional information, or need to discuss any information we have provided, please feel free to contact me directly anytime.

Bates

The first, true 21st century Architecture Firm leading the world in Design, Technology, and Culture.

Respectfully Submitted,

Ryan Faust
Principal-Architect

bates

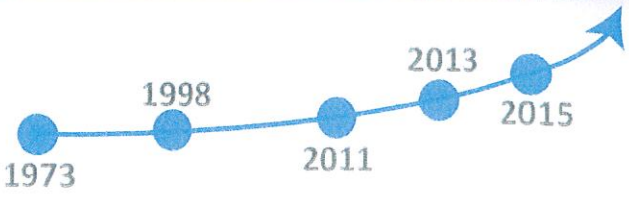
COMPANY PROFILE

SPRINGFIELD HEADQUARTERS
433 W. WALNUT ST.
SPRINGFIELD, MO 65806
O: 417-865-2065
F: 417-865-8313
bh@batesarchitects.com

ST. LOUIS OFFICE
225 S. MERAMEC, SUITE 832T
CLAYTON, MO 63105
O: 314-863-2065
F: 314-863-8313
ps@batesarchitects.com

NW ARKANSAS OFFICE
106 N. 37TH ST, SUITE C
ROGERS, AR 72756
O: 479-633-8155
F: 417-865-8313
rf@batesarchitects.com

ABOUT bates



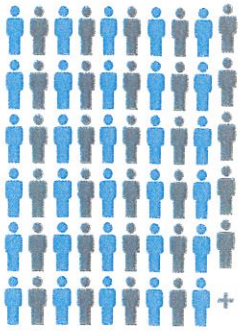
43 YEARS IN BUSINESS
ESTABLISHED IN **1973**

1973 Warren Bates President
1998 Alan Bates President
2011 Steven Warlick President
2013 St. Louis office
2015 Rogers office

3 LOCATIONS



50+ EMPLOYEES





BATES IS PROUD TO BE A
VETERAN OWNED
SMALL BUSINESS

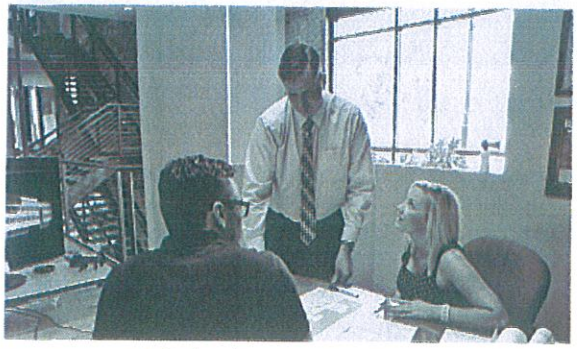
ARCHITECTURE
MASTER PLANNING
INTERIOR DESIGN
ENGINEERING TECHNOLOGIES



Bates has been at the forefront of outstanding design for over forty years. Our success is measured by our continued client relationships, and by using creative thinking to meet and exceed our client's project requirements.
We accomplish this by:
* Listening to our clients needs.
* Assimilating information from our clients.
* Developing solutions through design.
* Transforming design into the built environment.

We envision our client's needs to help facilitate a more profitable, successful future. We believe the power of planning and design improves people's experiences, their communities, and their environment by using expertise, creativity, and technology.

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Bates was established in 1973 in the state of Missouri of the United States of America as Bates & Associates, Inc. and has operated under that name since its opening. Original founder Warren Bates handed the firm onto his son Alan Bates in 1998. In 1998 when Alan passed Steve Warlick became sole owner of Bates & Associates and has been the CEO since that time.

The firm is setup as an S Corporation in the State of Missouri. We have one sister company, BatesENG, which is an engineering technology company formed in 2014 that develops data content for Bates digital building models. Bates has three office locations, the primary office location for this project is the Springfield, Missouri office under the firm's Chater Number 00470615. Principal-Architect for the Project is Paul Sabal, license # 2002002781, and the project Manager is Bo Hagerman, Director of Design. Bo is a licensed Architect, license # 2006035990, in the State of Missouri and also a Principal in the firm.

Our ability to provide our services in reference to Earned Value Management Principles is through a collaborative approach that includes community members, end users, and outside influences to form a balancd understanding of the needs of each project. This process is built on four foundational platforms:



1. PLANNING:

Experience and following industry standards allows us to anticipate the steps required to formalize a project delivery process. Open dialog allows team members to understand each other's values, capabilities, roles and responsibilities. We have an initial strategy and planning period to formalize the collaborative process. The outcome is a Project Implementation Plan that proceeds from the strategic vision into the programming process. This directs design, construction and operational occupancy.

2. STAFFING:

Proper staffing guarantees that the right talent and capabilities are in place for the required project goals. This requires recognizing the capabilities of the client, identifying the special capabilities needed at critical junctures and understanding when the introduction of an experienced consultant is necessary. Bates takes a proactive approach to staffing, rather than a reactive one; what this means is that we strive to eliminate any staffing concerns before they actually become issues. Appropriate staffing will require that we understand your current capabilities and needs up front. Once this has been established, we can then assign all suitable entities to the project.

3. SCHEDULING/MONITORING:

Scheduling is a disciplined series of systematic processes that is formalized and requires the commitment of all participants to meet their determined goals. Time needed for planning and design, RFQ development, communicating bid requirements, construction, commissioning and jurisdictional documenting all must be budgeted. Bates monitors progress according to the predetermined schedule to ensure each step is consistent with the overall project plan.

4. SYSTEMATIC COMMUNICATION:

The planning, implementation, and achievement of goals is an essential role of the project management team. Structuring the network, meeting the needs and expectations of clients/users and communicating with everyone involved in the project are all duties that make up this monumental task. Possessing the proper experience and knowledge is crucial to successfully executing these duties.

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EXAMPLES OF EARNED VALUE MANAGEMENT PRINCIPLES

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*(*items in parentheses are edited for client confidentiality.)*

Meeting Minutes

Date: December 28, 2015

Project: (Multi-Unit Lodge Facility)

Attendees: (Client Names), Bo Hagerman, Dusty Emmert, Jason Gundy

Subject: Project Kickoff Meeting

Meeting Overview:

A meeting was held at the (project site) at 11:30 am.

Action Items:

No.	Description	Responsibility	By Date	Date Completed
1	Geotechnical Investigation	(Client)		
2	3rd Party Inspector on Board	(Client)		
3	Program for Amenities	(Client)/Bates		
4	Program for Sales	(Client)/Bates		
5	Program for Support Spaces	(Client)		
6	Verify Total Number of Units (245 or 249)	(Client)		
7	Confirm Taney County Requirements	Bates		
8	Site Master Plan Design Approval	Bates/(Client)		
9	Construction Schedule	LSC		

Permitting:

- Civil Engineer to verify Land Use, Zoning and Site Allowance for Unit Density.
- DNR Land Disturbance Permit – Civil Engineer/LSC
- DNR WWTP Expansion Permit. Timeline is 6 to 12 months after construction documents are complete – Civil Engineer
- Utility Easement Relocation – Civil Engineer
- (County) Specific Planning - Bates
- (County) Fire Protection District – Bates

Pre-Construction Manager:

- Integrated project delivery.
- Pre-Construction Manager is a consultant and resource to be utilized.
- LSC to use Sage Timberline software as estimating/bidding tool.
- LSC lead estimator is Josh Stringer.
- LSC project manager to be determined.
- Design phases will be estimated at 30/60/90% completion.

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- LSC will work w/ (Client) 3rd party estimator. (Client) to provide contact information to LSC.
- LSC to provide a comprehensive construction schedule based on the project schedule provided by (Client)
- This project will be fast tracked w/ site package provided as a critical path.
- LSC has provided an estimate for early completion of the 2nd and 3rd phases.
- Construction entrance will be separate from the resort's main entrance to avoid damaging existing conditions. A location to be provided for approval.
- LSC to proceed w/ product research for cost comparison of proposed exterior and interior materials. Product samples to be provided.

Development Schedule:

- A proposed development schedule provided by (Client) was discussed.
- LSC to provide a comprehensive construction schedule based on the development schedule provided by (Client).

Design Topics:

- (Client) to verify number of units (245 units or 249 units).
- The (2) units on the 3rd floor will be removed bringing Phase 1 and Phase 2 unit count from 74 to 72 units.
- Programming requirements to be provided by (Client):
    - Sales Center Requirements and Design
    - Overall Unit Count
    - Support Spaces, Locations and Square Footages - (Client) to provide requirements based on (previous projects) program.
    - Maintenance building program and square footage to be provided by (Client).
    - Lodge / Budget
    - Amenities / Budget
    - Budget is based on (previous project) Building 9.
- (County) Ordinance: 70'-0" Mean Roof Height from Base Plane. Bates to confirm building meets requirements.
- Site Master Plan to be designed for all 4 phases (utilities, drives, parking, etc.)
- Amenities to be provided at the end of phase 2.
- Provide screening of the waste water treatment plan after expansion.
- Existing entry to the site is to remain.

Site Utilities:

- WWTP expansion to be designed for all 4 phases and the entire master plan during Phase 1.
- WWTP expansion to be designed to accommodate (project name) Campground. A separate proposal from the Civil Engineer will be provided and billed directly to (Client). Does this work come from this projects construction budget?
- Utility easement will be relocated to accommodate the new buildings. New easement location will need to be determined and borings will need to take place at the new proposed easement location. This is a critical path item.
- Site water capacity and pressure to be investigated.

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Design Team:

- MEP Engineer – Colvin Jones Davis
- Structural Engineer – Wells & Scaletty
- Civil Engineer – Olsson Associates (Proposal Pending)
- Landscape Architect – SWT (Proposal Pending)
- Interior Designer – Chase Collaborative (Proposal Pending)
- Bates to provide project directory of consultants.
- Bates/Project Team to use A360. Bates to set up A360 and email team for instructions.
- Bates to prioritize bringing Civil Engineer and Landscape Architect on board.

Geotechnical and Threshold Inspections:

- (Client)will get proposal from Palmerton & Parrish for both geotech and 3rd party inspections.
- Bates, LSC, Wells & Scaletty to schedule meeting to identify boring locations.

General Topics:

- (Client) to provide a program book checklist for sign-off from all parties involved.
- Owner review will be done at 30%, 60% & 90% completion of design phases (Schematic Design, Design Development, Construction Documents)
- A presentation for (Governing Agency) will be given at the end of both Schematic Design and Design Development.
- A presentation for (Client) will be given at the end of Both Schematic Design and Design Development.
- Early completion of construction phases was discussed. Possible savings on general conditions. Inventory and cash flow dictates completion dates of construction phases.
- Potential lead time items such as steel, precast, etc. to be identified and addressed so not to delay construction.
- This project was budgeted off (previous project) Building 9.
- A preconstruction meeting is to be scheduled.
- A periodic progress meeting to be scheduled between all parties.
- (Client) fabrication shop to be utilized as a resource as much as possible for handrails, light fixtures, ornamental medals, etc.
- (Client) has a contact that should be utilized for economical leaded glass.
- (Client) has a contact that should be utilized for reclaimed wood.
- Phases 1 and 2 will be 72 Units.
- An entrance feature design will be investigated.
- The width of the breezeways to be reduced w/ 6'-0" as a minimum.
- A public waste water treatment plan is being investigated by the county.
- Bates and LSC to schedule a lessons learned meeting for building systems and design that are similar to (previous project) Building 9.

Please notify us of any points of discussion that have been omitted inadvertently or recorded incorrectly in these minutes. If we do not hear from you within seven days, these minutes will be assumed to be correct.

Bates & Associates Architects

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*(*items in parentheses are edited for client confidentiality.)*

(Multi-Unit Lodge Facility) Cost Study

March 1, 2016

Comparison of (Multi-Unit Lodge Facility) to (Previous Project) Building 9

Precast floor slabs, concrete block bearing walls.

(Multi-Unit Lodge Facility) SQ FT's		(Previous Project) Building 9 SQ FT'S	
Lower Level:	28,165	First Floor	33,238
Entry Floor:	26,573	Second Floor	30,148
Second Floor:	24,242	Third Floor	26,287
Third Floor:	24,242	Fourth Floor	26,287
Fourth Floor:	26,573	Fourth Floor Loft	9,156
Fifth Floor:	18,040		
Total:	147,835 SF	Total	125,116 SF

(Previous Project) Building 9 Cost per SQ FT

125,116 SF x $171.49 = $21,455,529

Escalation Cost: 10% 10% x $171.49 = 17.15 + 171.49 = $189

(Multi-Unit Lodge Facility) Estimated Cost per SQFT (with 10% escalation cost)

$189 x 147,835sf = $27,940,815

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(Multi-Unit Lodge Facility) Cost Study

Total Cost for Project

Total Building Cost	$27,940,815
Amenities Cost	$1,000,000
Site Cost	$1,024,713
Total Construction Cost:	**$29,965,528**

ORGANIZATIONAL STRUCTURE

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PROJECT ORGANIZATION CHART

PRESIDENT & CEO
Steve Warlick
AIA, NCARB, LEED AP

PRINCIPAL IN CHARGE
Paul Sabal - Principal / Healthcare Architect
Paul will be the Principal in charge directing team movements and oversight of the project progress and development. All aspects of the scope of work (items 1 through 5) will be under Paul's supervision.

PROJECT MANAGER
Bo Hagerman - Director of Design
Bo will directly manage items 2 and 4 on the scope of work. All architectural and engineering disciplines and coordination will be directed by Bo and reporting for CDBG-DR will be funneled through Bo as the Project Manager.

CONSTRUCTION MANAGER
Jordan Ligon - Project Manager

Jordan is the project manager for construction activities in regards to item 5 on the scope of work. Jordan will report directly to Bo for all RFQs, RFPs, construction inspections and other construction management activities.

CIVIL ENGINEER
Nate Bachelor -
Project Manager

Nate is the project manager for civil engineering design in regards to item 2 on the scope of work. Nate will report directly to Bo for all civil related items including utilities, land development, grading, stormwater design, and landscape architecture.

MEP ENGINEER
Ken Overman - Project Manager

Ken is the project manager for MEP engineering design in regards to item 2 on the scope of work. Ken will report directly to Bo for all MEP related items including mechanical, electrical, fire protection, plumbing, security and low-voltage systems.

CONSTRUCTION MANAGEMENT

HART | CONE
CONSTRUCTION

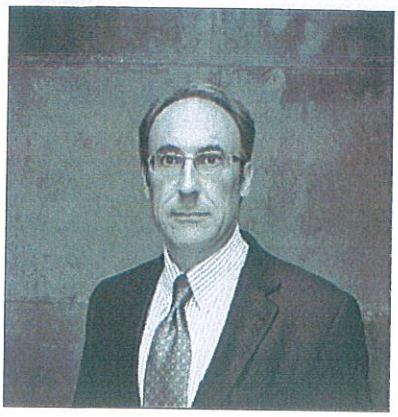
CIVIL/LANDSCAPE ARCHITECTS

CEI®

MEP ENGINEERS

Omni ENGINEERS

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PAUL SABAL

AIA, NCARB, LEED-AP, ASHE, MOSHE
PRINCIPAL-HEALTHCARE ARCHITECT

ps@batesarchitects.com

EDUCATION

University of Oregon:
Bachelor of Architecture 1981

REGISTRATIONS

Registered Architect - Missouri & Texas
LEED AP

PROFESSIONAL ORGANIZATIONS

American Institute of Architects
Academy of Architecture for Health
American Society of Healthcare Engineers (Past Education Taskforce Member)
Missouri Society of Healthcare Engineers (Education Committee Co-Chair)
National Council of Architectural Registration Boards

ABOUT PAUL

Paul Sabal is a registered architect/interior designer with extensive knowledge of and involvement in all aspects of healthcare design and construction, from initial land and facility planning through design and construction administration. Paul's distinguished career is marked by unwavering client commitment and hands-on project involvement.

As a manager, principal and owner of architectural firms, Paul has a well-rounded perspective and offers sales, marketing and presentation expertise to his clients. An authority on healthcare design, trends and best practices, Paul maintains current industry knowledge regarding regulation, legislation and reimbursements. He has been a contributor to healthcare security panels and presentations for healthcare disaster preparedness.

RELEVANT PROJECT EXPERIENCE

Parkside Retirement Living - St. Charles, MO
As the first project implemented from their master plan, Parkside converted a portion of their Residential Living Facility into a 17 unit assisted living Memory Care Home. The design of the facility followed the "neighborhood" concept. Activities and meals are focused around the hearth room and dedicated kitchen. This home-like setting helps residents to connect with memories by encouraging social interaction and physical activity, and by providing residents opportunities to participate in the activities of daily life.

Parkside Retirement Living - St. Charles, MO
Parkside Retirement Living operates a 263 unit CCRC on the North side of downtown St. Charles, MO. In a joint effort with HBD and Gray Design Group, we performed a thorough inventory of all living units, their amenities and physical conditions. With a goal of providing more appropriate levels of care for the residents of Parkside, we used our base information to develop a phased master plan that redistributed the number of units between levels of care. As part of the master plan we developed upgrade, finish, and new design strategies to make the existing units more competitive with other providers in the area. Finally, we relocated and redesigned all the resident amenity and staff support areas, to align activities with appropriate levels of resident care.

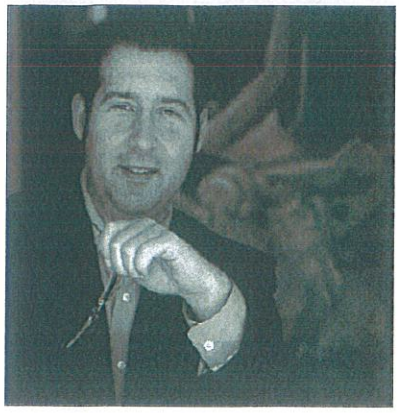
Chesterfield Senior Care - St. Louis, MO
Assisted Living and Independent Living Facilities

Brookdale Senior Living
The Hallmark of Creve Coeur, Creve Coeur, MO
Hallmark of Creve Coeur Assisted Living Apartments - Creve Coeur, MO

Lutheran Senior Services
Meramec Bluffs Retirement Community - St. Louis County, MO
Meramec Bluffs Assisted & Skilled Living - St. Louis County, MO

*Projects completed while with another firm

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BO HAGERMAN

AIA, ASHE, NCARB, ULI, NAHRO
DIRECTOR OF DESIGN

bh@batesarchitects.com

EDUCATION

Kansas State University:
Bachelor of Architecture,
Bachelor of Science, Business Administration 1998

REGISTRATIONS

Registered Architect - Missouri & Illinois
NCARB
Fellow Health Facilities Institute

PROFESSIONAL ORGANIZATIONS

KSU Professional Advisory Board
2014 St. Louis Regional Permitting Collaborative - AIA Representative
American Institute of Architects President 2012; Board Member 1997-2004; Treasurer 1997-1998; Director 1999-2004
2003-2007 AIA Missouri Director
2008 to Present - AGC of St. Louis, Construction Alliance Committee
2014 - Construction Forum St. Louis
Director
2001 - Missouri APPA Conference Presenter
Fall 1999 - FOCUS St. Louis Leadership Program

ABOUT BO

Bo offers a creative perspective on architectural design, working both as a professional artist and designer. He has studied extensively both art and architecture in Europe and the United States and has developed a unique appreciation of modern and historical buildings and their relationship to the built and natural environment.

Few people are able to combine the creative, technical and business sides of the profession and make them work together as Bo does. He has studied extensively both art and architecture in Europe and the United State and has developed a unique appreciation of modern and historical buildings and their relationship to the built and natural environment.

RELEVANT PROJECT EXPERIENCE

Vandivort Hotel - Springfield, MO

Central Bible College - Springfield, MO*
Master Plan, Student Housing Development, Men's Dorm

Cox North Hospital - Springfield, MO*
Psychiatric Study, Psychiatric Ward Remodel, Burrell Behavioral Health Expansion

Cox Walnut Lawn - Springfield, MO*
Therapy Area, Outdoor Rehab Area

Physicians Advanced Healthcare Physical Therapy – Springfield, MO*

Deep Elm Apartments - Springfield, MO

Paradise Point Condominiums, Bluegreen Resorts - Hollister, MO

Brew Co. Lofts - Springfield, MO

Bear Village Apartments - Springfield, MO

1144 East Walnut Apartments - Springfield, MO

Big Cedar Lodge Renovation - Ridgedale, MO

Chesterfield Village Condos - Springfield, MO

Diffenderffer Lofts - Springfield, MO

Falls Village - Branson, MO

*Projects completed while with another firm

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STEVE WARLICK

AIA, NCARB, LEED AP
PRESIDENT & CEO

sww@batesarchitects.com

EDUCATION

Drury University:
Bachelor of Architecture 1999

REGISTRATIONS

Registered Architect -
Arkansas, Florida, Illinois, Kansas, Missouri & Oklahoma
LEED AP

PROFESSIONAL ORGANIZATIONS

American Institute of Architects (AIA)
National Council of Architectural Registration Boards (NCARB)
United States Green Building Council (USGBC)
National Restaurant Association Member
Community Improvement District
National Trust for Historic Preservation

ABOUT STEVE

Steve Warlick, AIA, NCARB, LEED AP is the President and CEO of Bates & Associates, Architects and a lead designer for the firm. He is also be personally involved in projects from the initial stages of design to the final punch-list. Steve began his education at Missouri State University after ten years of construction experience and five years of military service. He later graduated from Drury University with a degree in Architecture and has been with Bates & Associates since graduating in 1999.

Steve's accreditation of LEED AP will assist in employment of sustainability ideals, striving to balance initial cost of building components with the complete life-cycle cost and the resulting paybacks associated with each project. Steven Warlick joined Warren and Alan Bates at Bates & Associates, Architects in September, 1999. Steven became president and CEO of Bates & Associates in 2011. As President and CEO of Bates & Associates, Steven oversees all architecture and master planning in both the Springfield and St. Louis offices. The St. Louis office was opened under Steven's leadership in 2012.

RELEVANT PROJECT EXPERIENCE

Foster Health Care Assisted Living Branson Meadows – Branson, MO

Foster Health Care Chesterfield Assisted Living Facility – Springfield, MO

Physicians Advanced Healthcare - Poplar Bluff, MO
Ambulatory Surgery Center Medical Office Building, Physical Therapy, Doctor's Offices, Internal Medicine, Pharmacy, Sleep Lab, Visiting Physician's Clinic, and Specialty Physicians Clinic – Poplar Bluff, MO

Cox Freeman Medical Office Building – Springfield, MO
Cox Health Systems Meyer Orthopedic Center, Cox Walnut Lawn Ambulatory, Outpatient Recovery, Outdoor Rehab Area, Therapy Area - Springfield, MO

Cox North Hospital - Springfield, MO
Master Plan, Women's Center, Emergency Room/Triage, Pediatrics, Lab and Toxicology, Radiology/Mammography, Radiology, Senior Health, Pain Management, Dual Diagnosis, Psych Unit, Rehab Unit, Bio Med Storage, Detox, Long Term Acute Care Unit, Pharmacy.

Mercy - Various Locations
Pediatric Surgery, 6-D Patient Room Remodel, Urgent Care, Aurora Isolation Room, CV Echo Reading Room, Mt. View Hospice, GI Lab, Smith Glynn Callaway Clinic Masterplan, Radiology, ROi Consolidated Services Center, Oncology OIC, and Heart and Vascular Hospital

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EXPERIENCE AND QUALIFICATIONS

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PRIMROSE SENIOR LIVING FACILITY

Preparing for construction this facility will be a One-Story, 120 bed, Skilled Nursing Facility located in Springfield, Missouri. With a total square footage ranging from 60,000-70,000sf, Primrose will boast multiple office spaces, conference rooms, a therapy gym, beauty shop, main and private dining rooms, maintenence and storage facilities, as well as activity and dayspaces.

To target specific needs to Primrose, Bates will also include space for a Memory Care Unit that provides 20-22 rooms. Within the facility, private rooms will make up 40-50% of the total room count. By exploring "Green" alternatives, Bates will provide Primrose Senior Living with multiple energy saving features.



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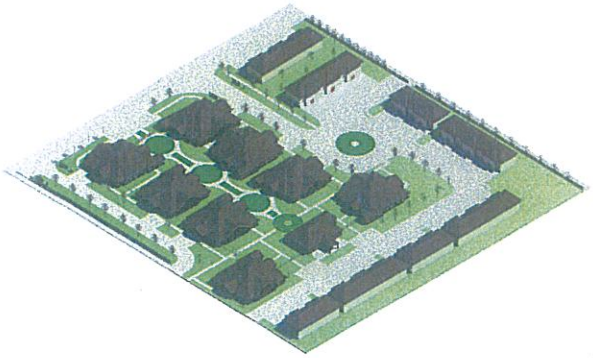


65 MARKETPLACE

The 11.96 acre site plan for the 65 Marketplace development will include skilled nursing facilities, independent living, and office space. The main entrance to the site occurs at N 15th Street with secondary access from W James River Road and N Farmer Branch Road in Springfiled, MO. The skilled nursing has a garden that creates significant green space for relaxation, activities and therapy. Parking is minimized in front of the skilled facilities with employee parking located at the east entrance.

Site divided into 3 lots:

- 60,800 sf of skilled nursing facilities
- 13,401 sf of office space
- 25,224 sf of independent living



Skilled Nursing Site:

- Encompasses the central southern portion of site
- 80 skilled nursing beds
- 8 skilled nursing buildings (10 beds per building)
- Bisymmetrical plan with community garden axis
- 4,000 square foot administration building
- Admin building provides hub for maintenance, clerical and administrative duties.

Office Space Site:

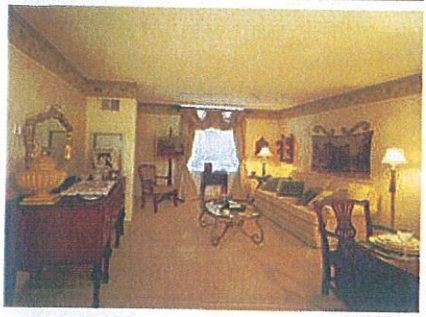
- Located in southwest corner of site
- Entrance connected to Price Cutter parking lot allowing mutual benefit of adjacent business.
- Provides space for an on-site MD and/or other tenants that may contribute to day-to-day activ ities in the skilled nursing and independent living community

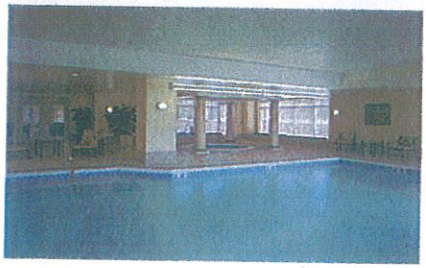
Independent Living Site:

- Located along northwest border of buildable site
- 30 units (2 bedroom/2 bath)
- 800 square feet per unit
- 6 buildings (3 four-plexes and 3 six-plexes)
- Each unit has driveway with 2-car carport
- Layout alternates between four and six-plexes to create undulation of scale and remove institution al quality of identical buildings.

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BROOKDALE SENIOR LIVING

Assisted Living apartments are available as part of a Continuum of Care offered at the new Hallmark senior housing community providing both independent and assisted living in a well planned leisure environment. Chicago-based Brookdale Living Communities' first project for the St. Louis area market confirmed their tradition of exceptional senior living.

The Assisted Living area offers 40 assisted living units, an intimate dining and living setting, along with home health care offices and nicely appointed activities area for more frail long term senior residents. It shares adjacent wellness and therapy areas with the remainder of the building.

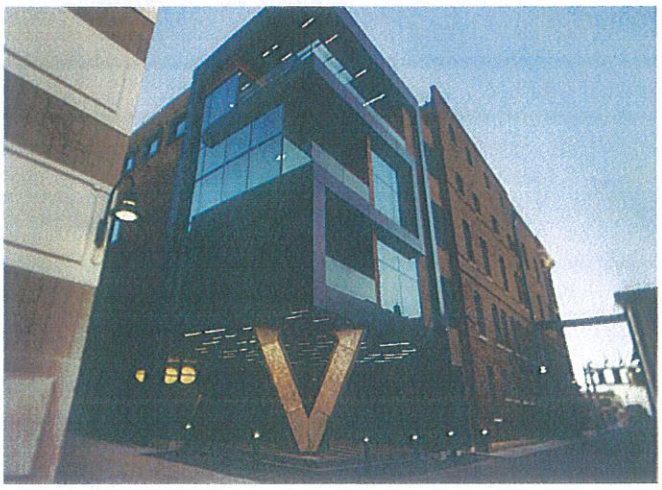
* Experience of Paul Sabal while employed at previous firm

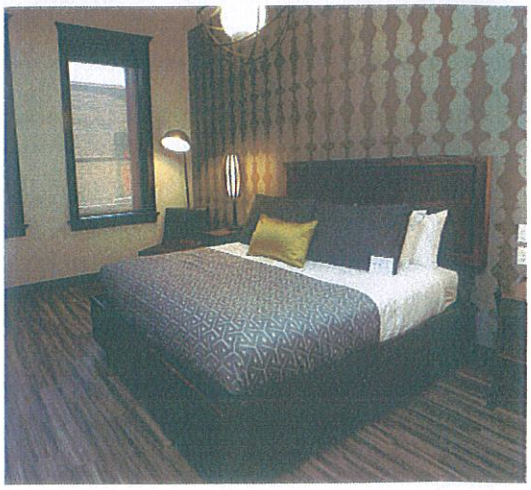
DETAILS

- SENIOR LIVING FACILITY PROVIDING BOTH INDEPENDENT & ASISTED LIVING
- TRADITIONALLY DETAILED INTERIORS
- FULL MASONRY BUILDING
- INCLUDES 178 INDEPENDENT LIVING UNITS / 40 ASSISTED LIVING UNITS
- AMENITIES INCLUDE:
  - EXERCISE ROOM
  - ACTIVITIES ROOM
  - BEAUTY SHOP
  - POOL
  - LAKE / FOUNTAIN
  - WALKING TRAILS

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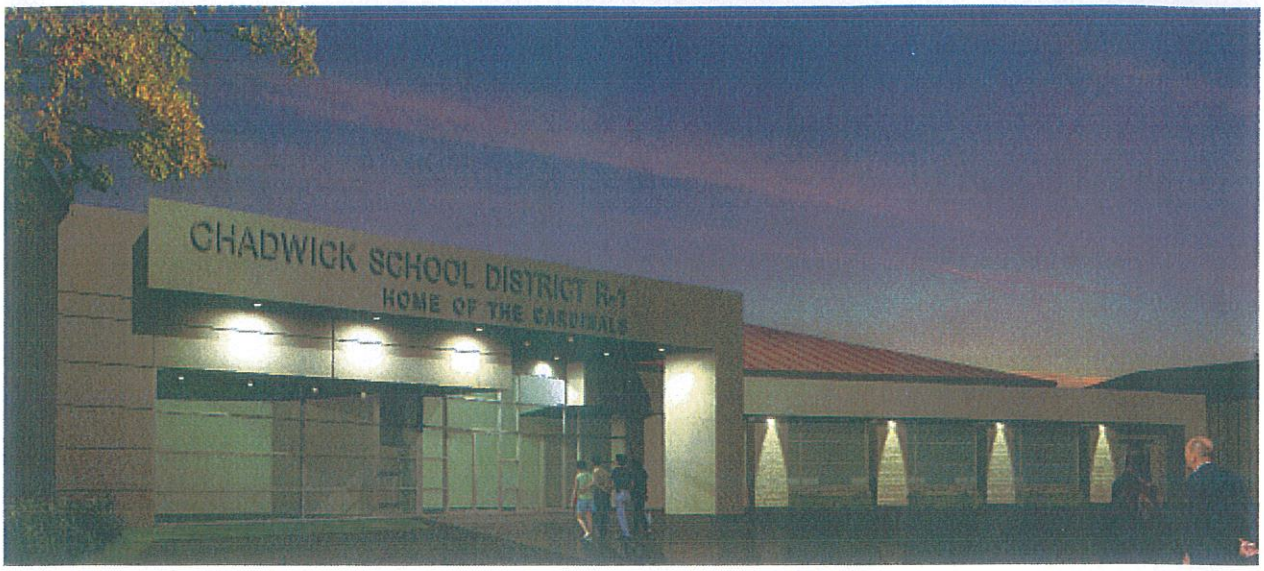


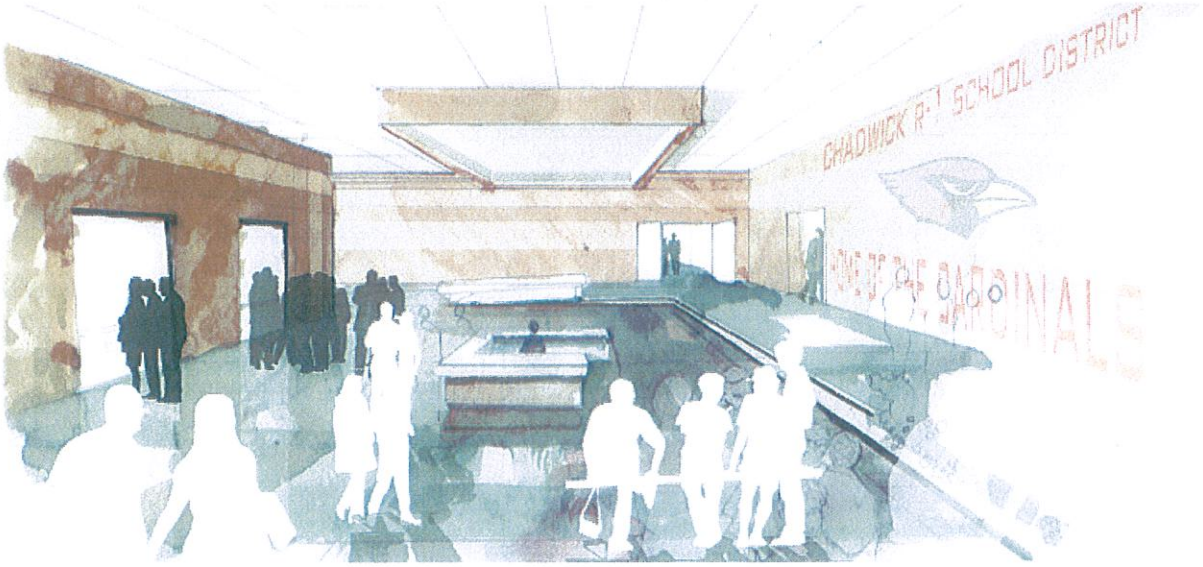


VANDIVORT HOTEL

Hotel Vandivort is an upscale independent boutique hotel and is the first centrally located hotel in the heart of downtown Springfield, Missouri. This project included a complete restoration of the historic and original Masonic Temple that was over 100 years old. Hotel Vandivort features 50 rooms, two high-design meeting and entertainment spaces on the Lobby Level and a historic Grand Ballroom located on the 4th Floor. Bates successfully navigated the historical jurisdictional requirements set forth for the project, and as part of the already-thriving revitalization movement in downtown Springfield, Hotel Vandivort achieved LEED Gold Sustainability Certification. Vandivort's Grand Opening took place in July 2015.

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CHADWICK PUBLIC SCHOOLS FEMA SHELTER

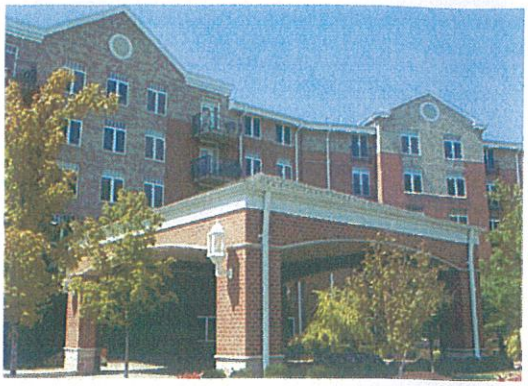
Chadwick School District selected Bo Hagerman, at then Hagerman New Urbanism to design their FEMA Storm Shelter and a 5,000 square foot addition. The FEMA funded construction included a gymnasium, library, and a classroom building. The classroom building was designed to be used daily as normal classrooms but then could be converted into the FEMA storm shelter at a moment's notice.

This project also included a new entrance and welcome center for the school district that served as a part of the FEMA Storm Shelter as well. The community access the entrance and welcome center for various Chadwick athletic events and therefore are familiar with the facility in the event that the FEMA Storm Shelter would need to be accessed for shelter purposes

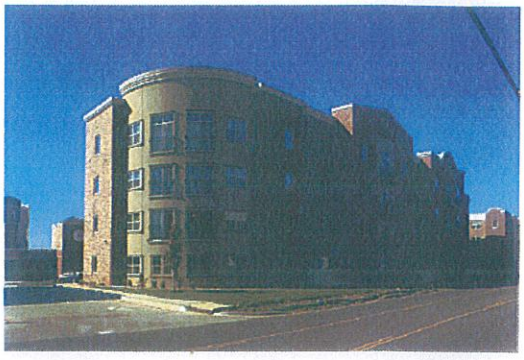
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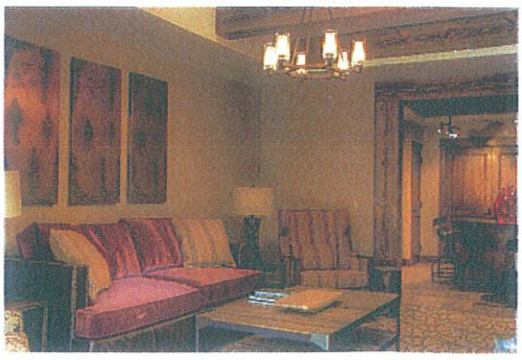
MULTIFAMILY SENIOR HOUSING & MIXED-USE DEVELOPMENTS COMPLETE PROJECT LIST

Sparta Housing F.M.H.A. Senior Citizens, Sparta, MO
Clever Senior Citizen Housing, Clever, MO
Ash Grove Senior Citizen Housing, Ash Grove, MO
Nixa Senior Citizen Housing, Nixa, MO
Cox North Hospital Senior Health, Springfield, MO
Cox Medical Office Building South Senior Health, Springfield, MO
Chesterfield Senior Care, St. Louis, MO
65 Marketplace Skilled Nursing & Independent Living, Ozark, MO
Assisted Living, Independent Living, and Skilled Living Facility, Belleville IL*
University City Skilled Nursing Care-Planning Study for Adaptive Reuse, University City, MO*
The Freemont Senior Living Center, Springfield, MO
Primrose Senior Living & Skilled Nursing Facility, Springfield, MO
Joplin Skilled Nursing Facility, Joplin, MO
Mercy Villa Skilled Nursing, Springfield, MO
Brookdale Senior Living, The Hallmark of Creve Coeur, Creve Coeur, MO
Brookdale Senior Living, Hallmark of Creve Coeur Assisted Living Apartments, Creve Coeur, MO
Lutheran Senior Services, Meramec Bluffs Continuing Care Retirement Community, St. Louis, MO
Lutheran Senior Services, Meramec Bluffs Assisted & Skilled Living, St. Louis County, MO
Parkside Retirement Living Memory Care, St. Charles, MO
Parkside Retirement Living Facility Master Plan, St. Charles, MO









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CAPACITY

The Bates team listed below is setup to handle current and projected workload to meet the schedule demand of the RFQ. In the past year Bates has completed 88 projects in market sectors of healthcare, housing, education, retail, commercial, historical rehabilitation, and hospitality. Our services include master planning on large scale community projects, complex healthcare architecture, fast-paced multi-site retail, interior design solutions for tenants in a lease space and now facilities management of operations and maintenance.

Including all of our project types we have worked in various jurisdictions of all levels (city, state, and federal) throughout the country, and are extremely in-tune with regulations and standards for the Design & Construction industry for federally funded projects and senior housing project types. Our teams work diligently to cover all aspects of regulatory compliance from jurisdictions, stakeholders, and end users.

Our team is comprised of talented and dedicated administrators, architects, interior designers, technology experts, and support staff who have been assembled to form an expert and exclusive best design practice. We offer the best of a large architectural firm - having numerous staff, continued growth and technical proficiency, and a small firm with access to clients, three centralized Midwest locations, and quality service. We have several staff members in our Missouri and Arkansas locations who are recognized in their communities as leaders in the design industry.

Bates uses many different types of consultants on a majority of our projects as an extension of our team. We require and challenge they share in the Bates promise of **total quality service**.

ADMINISTRATORS (7)

- Steve Warlick, President/CEO
- Todd Jacobs, Principal/COO
- Bo Hagerman, Director of Design
- Jerry Hagerman, Director of Architecture
- Paul Sabal, Principal/Healthcare Architect
- Ryan Faust, Principal Architect
- Chris Gale, Principal Architect

ARCHITECTS (15)

- Phil Young, Director of Operations/Senior Architect
- Valmik Thakore, Director of Healthcare
- Diane Adler, Senior Healthcare Planner
- Joe Bauer, Project Manager/Senior Architect
- Kent Norwood, Project Manager/Senior Architect
- Larry Wolters, Project Manager/Senior Architect
- Andrew York , Project Manager/Architect
- Jason Gundy, Project Manager
- David Horst, Project Manager
- RG Foster, Senior Architect
- Walt Albrecht, Senior Architect
- Carl Karlen, Architect/Designer
- Mark Tuttle, Architect/Designer
- Cliff Collins, Architect
- Bryan Stockton, Architect

INTERIOR DESIGNERS (4)

- Ali Summerford, Director of Interior Design
- Jaime Doerr, Interior Designer
- Crystal Smith, Interior Designer
- Keaton Tyler, Interior Design Intern

DESIGN PROFESSIONALS / PLANNERS (20)

- Alan Macejewski
- Alex Carter
- Alva Trask
- Chris Billo
- Christophe Bouteille
- Christopher Grimm
- Emily Biagioni-Paulette
- Eric Motley
- Erin Sikorski
- Golie Ebrahimian
- Joel Thomas
- Kirsten Goedecke
- Megan Eli
- Rich Conyers
- Ryan Daniels
- Suzanne Hayes
- Tanya Chadha
- Tian (Albert) Wang
- Timothy Brandt
- Rod Smith, Construction Supervisor

TECHNOLOGY (3)

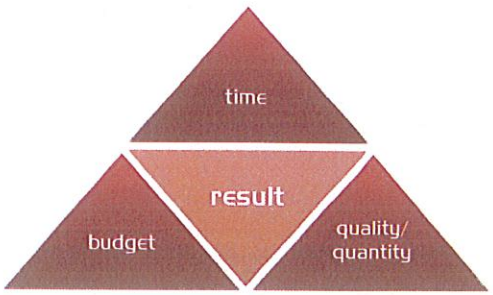
- Marin Pastar, Director of Technology Innovation
- Aaron Gipperich, BIM Manager
- Kirk Simpson, Information Technology

SUPPORT STAFF (3)

- Jennifer Hintz, Office Manager/Marketing
- Lindsey Houser, Executive Assistant
- Angie King, Accountant / Project Mgmt

ESTIMATING AND COMPILING BUDGETS

Successful budgeting is the result of balancing the program elements (quality/quantity) and schedule (time) with the forecasted costs (budget). Bates & Associates works as a team participant with our clients to develop projects from concept to construction, keeping the project triangle balanced (see diagram below). The programming process provides for early identification of budget, scope of work, and the clarification of quality/value expectations. This requires systematic budget management.



the project triangle

The best method we have to keep design and budget balanced during project development is to formalize the budget early and to make it the guideline for future decisions. Prioritized goals and objectives during the programming process help separate wants from necessities, while involving the client in a collaborative process of refinement.

An aspect that has drastically aided Bates in maintaining accurate budgets throughout each of our projects is our shift to Building Information Modeling (BIM). We are leaders in BIM Technology, and with this technology we have been able to greatly improve cost control and limit changes during the construction phase. Through Integrated Project Delivery processes and our use of the Revit software system, conflicts of systems and technical details have been significantly diminished and have allowed our recent projects to be constructed with few or no change orders.

INITIAL BUDGET VS. FINAL COST EXAMPLES

Project	Initial Budget	Final Cost
OTC Waynesville Education Center	$3,700,000	$3,718,200
Linn State Technical College - Vehicle and Power Center	$15,000,000	$15,000,000
OTC Richwood Valley Campus - Life Science & Tech. Center	$9,300,000	$9,300,000
Early Childhood Education Center	$2,000,000	$1,700,000
CoxHealth Meyer Orthopedic Center	$2,700,000	$2,900,000
Linn State Technical College - Information Technology Center	$12,800,000	$12,800,000

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BIM TECHNOLOGY WITH EMPHASIS IN REVIT

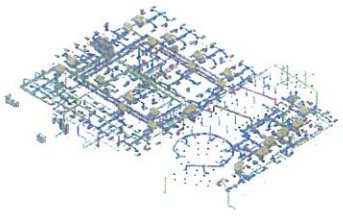
Bates is a leader in the use of technology to design and construct the best possible facilities for our clients. While many architects are reluctant to adapt to transforming technology, Bates embraces it! Building Information Modeling (BIM) Technology has significantly improved the methods in which buildings are designed, communicated, and analyzed. BIM has proven to provide outstanding benefits to Owners, resulting in high-quality facilities which are constructed faster with reduced costs versus traditional design methods. At Bates, our goal is not just to claim we use BIM technology, but to set the industry standard for how it is implemented.

3D Building Information Modeling (BIM) via Autodesk Revit

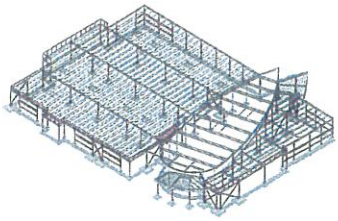
Bates is currently using Revit 2016 as a standard project delivery tool for all projects. We have developed standards and templates allowing us to quickly and efficiently collaborate with our consulting engineers in producing multi-disciplinary, fully coordinated BIM models. All of Bates production staff is Revit-capable and several of our key BIM personnel have achieved Revit Certification through Autodesk and CM-BIM Accreditation through Associated General Contractors of America. Our key BIM staff attends Autodesk University annually to learn about the innovative uses of BIM and to bring the best of cutting edge technologies and benefits to our clients.

Since the integration of BIM and Revit as a production tool, we have observed the following tangible benefits for our Clients:

- Enhanced project understanding, communication and visualization - our clients know exactly what they will receive.
- Improved understanding of client needs - clients can communicate their needs quickly and easily.
- Improved coordination between the project team and streamlined coordination of Owner Equipment.
- Ability to incorporate design input from contractors and fabricators in CM, IPD and Design-Assist Projects.
- 3D presentation and discussion at prebid conferences to improve project understanding by subcontractors (in traditional Design-Bid-Build projects).
- More competitive bid pricing due to increased project understanding, decreased project ambiguities, lower risk of bid omissions, and increased contractor bid confidence.
- Reduction of RFIs, change orders, and submittal processing time as a result of well-coordinated, clash-detected 3D design models.
- Accelerated construction schedule due to reduction of conflicts and increased project understanding.
- Superior quality of the end-product as a result of clear expectations set by the 3D models.



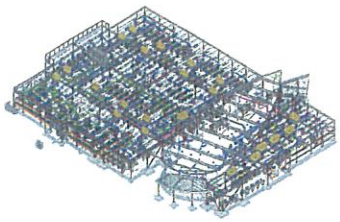
Mechanical Systems



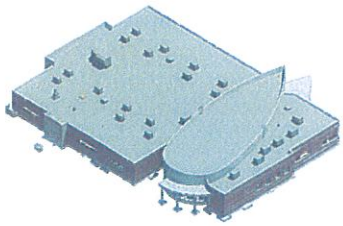
Structural Systems



FF&E Systems



All Building Systems



Overall Building Model

BIM TECHNOLOGY WITH EMPHASIS IN REVIT CONTINUED

Clash Detection Via Navisworks Manage

Clash Detection is the process of identifying conflicts (clashes) between the project team's individual model files when combined to create the entire building model. Clash Detection is probably the single most tangible benefit of BIM we provide for all of our projects - ***eliminating clashes in the model equals eliminating change orders in the field.***

Bates performs Clash Detection at all major milestones of the project to ensure there are no conflicts between individual engineering and construction systems.

Work and Collaborate in the Cloud

At Bates we use the latest in cloud-based data technology to allow entire project teams to work and collaborate in the most efficient methods available. Using Autodesk 360 Project Hub (A360), the A/E project team along with the Owner's team can view and share project related data, communicate with other members, navigate and comment on current Revit models, and orbit 3D model views on PCs, tablets, and mobile devices. With Autodesk Collaboration for Revit (C4R), project model data resides in the cloud where the project team can synchronize efforts between disciplines more effectively with live model data always at their fingertips. C4R uses intuitive tools to facilitate ongoing coordination and communication between the project and owner teams.

Enhanced Project Visualization Tools

Our clients can easily 'walk' or 'fly' through a rendered and furnished 3D model of their facility in real time. Taking it another step further, Bates can show clients rendered and furnished models through an immersive virtual reality environment. Using the latest in virtual reality headset technology, it's the closest experience available to actually walking through your real facility!

Lifecycle BIM and Facilities Management Services

Bates can assist in the development of a client-specific Lifecycle BIM Execution Plan, describing in detail the workflow and processes from Planning and Design, into Construction and Fabrication, and culminating into Operations and Maintenance.

When applying a full lifecycle BIM solution at the start of a project, we (can) use a standard client-specific library of predesigned modules to incorporate into a (proposed) project from the earliest schematic stage. These modules will incorporate schemes/layouts, specifications, cost, asset, maintenance, and other parameters important to our client for facilities management and operation. As design progresses, more information is populated into the model with the goal of achieving Level of Development (LOD) 350 per 2014 BIM Forum LOD Specification for all Building Systems, and a goal of LOD 400 BIM Models at the end of construction. When construction is complete, we enter the final phase of facilities/asset management where all BIM models are federated and translated into an easy-to-use, cloud-based software tied to an existing BMS/CMMS/CAFM system of choice (if applicable).

The Building Information Modeling-to-Facilities Management or (BIM-FM) process includes careful progression and workflow planning. This stage should be discussed at the very beginning of project planning. Subject to the BIM-FM goals identified early in the project, the stage requires the appropriate design and construction team as the process is collaborative in nature and does not exist in any individual silos.

REFERENCES

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Wes Holland
Director of Development
Reliance Health Care
824 Salem Rd. Suite 120
Conway, AR 72034
(501) 932-0050
wes@reliancehealthcare.com

PROJECT:
Primrose 120 bed skilled nursing facility

JP Roberts
General Manager
Vandivort Hotel
305 E. Walnut St.
Springfield, MO 65806
(417) 851-5084
jroberts@hotelvandivort.com

PROJECT:
Historic, LEED Gold Certified Vandivort Hotel Renovation

Dana Comstock
Superintendant of Schools
Chadwick Public Schools
7090 St. Hwy 125 S.
Chadwick, MO 65629
(417) 634-3588
comstockd@chadwick.k12.mo.us

PROJECT:
Chadwick FEMA Shelter

Joe Ruddell
Market President
1450 E. Zion Rd.
Fayetteville, AR 72703
479-316-0361
jruddell@mygenerations.bank

PROJECT:
4,000 sf Bank Facility currently in design phase

Curtis Jared
President
Jared Enterprises
2870 S. Ingram Mill Rd.
Springfield, MO 65804
(417) 887-7900
cjared@jaredenterprises.com

PROJECT:
Multiple land development multi-tenant projects

PENDING CLAIMS

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PENDING CLAIMS

Bates has ZERO pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation, consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current or pending, that involve work similar to the work sought by this RFQ.

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PROPOSAL LETTER

June 7, 2016

Mr. Tony Robyn
Assistant Director of Planning, Development & Neighborhood Services
City of Joplin
602 S. Main
Joplin, MO 64801

Re: Professional Services
City of Joplin Senior Citizen Center (RFQ 2016-03)

Dear Tony,

Bates is pleased to submit this Proposal for the City of Joplin Senior Citizen Center in reference to RFQ 2016-03. As discussed in our interview and our scope of services meeting, we understand we have been selected on the basis of qualifications and are honored to have the opportunity to work with you on this project.

SCOPE OF BASIC SERVICES

A. Architect's Basic Services:
Architect's Basis Services shall include planning, architectural, interior design, FFE selection, structural, electrical, mechanical, plumbing, fire protection and basic construction administration services for an approximately 15,000 sqft facility as part of the Block Grant-Disaster Recovery (CDBB-DR) program provided to the City of Joplin.
Architect's Services specifically requested by Client for the project include survey, geotech, civil, landscape architecture, low-voltage systems, specialized kitchen design, detailed cost estimating, enhanced construction administration, 3rd party materials testing. These items are above and beyond the typical Basic Services provided and are included in this proposal.

B. Architect shall coordinate all design schemes with the Owner and/or his representatives through the design phases of the project.

C. It is understood that the Prime Contractual Agreement shall be based from the example contract provided in the RFQ. All other Architect's services are based on current local codes and the AIA Family of Documents. AIA Document A201-General Conditions shall be the referenced industry standards for this work.

D. Architect will assist the Owner during bidding and permitting process and will develop RFQs and RFPs as appropriate for the successful completion of the project.

E. Architect and their consultants will review shop drawings after they have been reviewed and noted by the general contractor and submitted to Architect for his and his consultant's review.

F. The Architect and/or their consultants shall develop an appropriate schedule for site visits based on the critical path schedule of the chosen contractor to observe construction and to inform the Owner of work progress. Architect will endeavor to guard the Owner against defects and deficiencies in the

work performed in compliance with the contract documents. Architect will prepare a punch list for contractors use and distribution. In item IV "FEES" the fee includes enhanced construction management at $90.00/HR with a not to exceed of $135,000.00. This is for on-site construction management and reporting in addition to standard architectural construction administration services. Once Construction Drawings are complete we will work with the selected General Contractor to develop an appropriate schedule for management and oversight related to this fee.

G. Architect shall engage a 3rd party materials testing company to oversee materials testing include soil compaction, concrete testing, structural steel inspections, wage rate interview, and other tests required by IBC Special Inspections. This fee is included in Item IV below. Once Bidding is complete we will work with the selected General Contractor to develop an appropriate schedule for inspections and testing related to this fee.

H. Architect shall provide design services using sustainable practices including practices similar to the LEED standard. LEED Certification/Documentation and Management of LEED Certification is not included in these services.

I. The Owner shall furnish all legal, insurance and accounting services, including auditing services, other than those identified in the Architect's services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

J. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service

K. The Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

L. Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

M. The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

N. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

O. The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

P. Structural foundation systems design is based on shallow spread footings. There is evidence of mining activity in this area and deep foundation design may be required due to the findings included in the geotechnical investigation. Deep foundation design is not included in this proposal.

Q. Existing underground utilities will be located by utility companies in the field, Architect and his consultants shall be held harmless in the event a utility locate is not properly located by the utility companies. The Owner shall indemnify the Architect against claims related to private utilities unknown if encountered in any services provided by the Architect and his Consultants.

R. Certified Payroll for Construction Management and other activities related to construction under this scope of services shall be included as part of the Deliverable to the Client. Professional Services such as Architecture and Engineering are exempt from this requirement, however, any consultants performing activities that are not exempt shall have certified payroll delivered to the Client via the Architect.

FEES

Reference Exhibit A for a further breakdown of the Fee Structure. Based on our understanding of the scope of work please reference the following fee schedule:

I. Project Management	$33,500.00
II. Schematic Design	$78,500.00
III. Design Development	$78,500.00
IV. Construction Documents & Administration	$275,500.00
V. Construction Estimating	$9,000.00
Total Fee	$475,000.00
Estimated Reimbursable Budget	$24,000.00

Below is the consultant list for the Project:

Survey/Lot-Split:	CEI Engineering
Geotech:	Anderson Engineering
Civil/Landscape Architect:	CEI Engineering
Mechanical/Plumbing/Electrical:	Omni Engineers
Low Voltage/Fire Protection:	Omni Engineers
Structural Consultant:	Wells & Scaletty
Kitchen Consultant:	Glore, Inc.
Construction Estimating	Hart-Cone
Materials Testing:	Anderson Engineering

The following individuals are named as the key representative for all team members under our scope:

Bates:	Ryan Faust
Anderson:	Cody White
CEI:	Nate Bachelor
Omni:	Ken Overman
Wells & Scaletty:	Jeff Wells
Glore, Inc:	Mike Glore
Hart-Cone:	Jordan Ligon

The City of Joplin shall be billed in proportion to services performed within each service project phase on a monthly basis. Payments to the Architect shall be made within thirty (30) days from the date of the billing statement.

Additional services not defined in the agreement between the parties will be negotiated prior to work or billed at standard hourly rates.

Reimbursable expenses include, but are not limited to printing, reproductions, delivery, fees paid, taxes levied, travel cost, etc. and compensation shall be 1.0 times the direct expense. Travel time will not be considered a reimbursable expense for this project.

We appreciate the opportunity to submit this proposal for your review. Please contact us if you have any questions or need additional information.

HOURLY WAGES

Professional 1	$215.00
Professional 2	$165.00
Professional 3	$150.00
Professional 4	$125.00
Professional 5	$110.00
Professional 6	$80.00
Intern	$65.00
Support Staff	$60.00

Sincerely,

Steven W. Warlick, AIA, NCARB, LEED AP
President / CEO

Agreed:
Name & Title: _____

Date: _____

cc: Paul Sabal
Ryan Faust
Todd Jacobs
File

Exhibit A - Fee Breakdown

	Date:	6/7/2016	Project Description:	City of Joplin Senior Citizen Center (RFQ 2016-03)
	Due Diligence/Project Management	**Fee**	**Primary Consultant for Scope of Service**	
	Topographical Survey	$3,600.00	CEI Engineering	
	Lot-Split & Re-Plat	$2,400.00	CEI Engineering	
	Geotechnical Exploration	$3,000.00	Anderson Engineering	
	General Project Management (3rd party FEMA review, jurisdictional coordination, CDBG reporting and coordination, bidding, permitting, etc.)	$24,500.00	Bates	
	Due Diligence/Project Management Sub-Total	**$33,500.00**		
	Schematic, DD, CDs & Basic CA	**Fee**	**Primary Consultant for Scope of Service**	
	Architectural	$132,000.00	Bates	
	Interior Design	$15,000.00	Bates	
	FFE	$15,000.00	Bates	
	Mechanical/Electrical/Plumbing/Fire Protection/Low-Voltage	$75,000.00	Omni Engineers	
	Civil/Landscape Architecture	$30,000.00	CEI Engineering	
	Structural	$13,000.00	Wells & Scaletty	
	Kitchen Consulting	$7,500.00	Glore, Inc.	
	Cost Estimating	$9,000.00	Hart-Cone	
	Schematic, DD, CDs & Basic CA Sub-Total	**$296,500.00**		
	Enhanced CA & Materials Testing	**Fee**	**Primary Consultant for Scope of Service**	
	Enhanced Construction Administration*	$135,000.00	Bates/Hart-Cone	
	Materials Testing*	$10,000.00	Anderson Engineering	
	Enhanced CA & Materials Testing Sub-Total	**$145,000.00**		
	Total Fees	$475,000.00	**PLUS $24,000.00 ESTIMATED REIMBURSABLE BUDGET.**	

* FEE IS HOURLY NTE BASED ON ASSUMED SCOPE OF SERVICES REQUIRED FOR A 12-MONTH CONSTRUCTION CYCLE.

bates

City of Joplin
Senior Citizen Center
Project Schedule / Project No 16061

Date: 06/20/16

