



competitive bid prices. Therefore, while the Consultant cannot guarantee that the estimate of construction cost will not vary from actual bids, the Consultant recognizes the Owner's interest in receiving dependable estimates of construction costs and will endeavor to provide the

the public interest and that the Owner does not assume any liability for acts of the Consultant, any Subconsultant or their employees in the performance of the Agreement.

## **2.2 SCHEMATIC DESIGN PHASE**

**2.2.1** The Consultant shall consult with the Owner to ascertain the requirements of the project and shall confirm such requirements to the Owner.

**2.2.2** The Consultant shall provide a preliminary evaluation of the program and the project budget requirements each in terms of the other.

**2.2.3** The Consultant shall review with the Owner alternative approaches to design and construction of the project.

**2.2.4** The Consultant shall provide Life-Cycle Cost Studies of Alternative Building Systems when required in Exhibit A.

**2.2.5** The Consultant shall provide energy consumption information for the project in the form of Btu/sq. ft./year when required in Exhibit A.

**2.2.6** Based on the mutually agreed upon program, design concept, schedule, and project budget requirements, the Consultant shall prepare, for review and approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of project components.

**2.2.7** When required by the Owner and identified on Exhibit A, the Consultant shall present Schematic Design Documents at a meeting of the University of Missouri Board of Curators. The presentation shall include a color perspective of the project exterior and a Schematic Design Report consisting of site plans, floor plans, elevations, project cost estimate, and outline specifications of all architectural, structural, civil, electrical and mechanical systems, materials, and such other essentials as may be appropriate. The report shall include a comparison tabulation of gross and assignable floor areas, as designed, and as stated in the Owner's program.

**2.2.8** The Consultant shall submit to the Owner, a quantitative estimate of Construction Cost as described in the University of Missouri Consultant Procedures and Design Guidelines, based on the schematic design documents listing line items costs for building systems and components. This estimate should take into account the expected construction start date and duration.

## **2.3 DESIGN DEVELOPMENT PHASE**

**2.3.1** Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or project budget, the Consultant shall prepare, for review and approval by the

Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

**2.3.2** The Consultant shall submit to the Owner a detailed quantitative estimate of Construction Cost as described in the University of Missouri Consultant Procedures and Design Guidelines, based on design development documents listing line item costs for building systems and components. This estimate should take into account the expected construction start date and duration.

## **2.4 CONSTRUCTION DOCUMENT PHASE**

**2.4.1** Based on the approved Design Development Documents and any further adjustments in the scope, schedule, or quality of the project, or in the project budget authorized by the Owner, the Consultant shall prepare, for review and approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the project.

**2.4.2** The Consultant shall to the best of their knowledge, information and belief comply with all

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building areas as described in the University of Missouri  
Consultant Procedures and Design Guidelines.

**2.5 BIDDING PHASE**

**2.5.1** The Consultant, following the Owner's approval of the Construction Documents and the latest detailed estimate of Construction Cost, shall assist the Owner in the reproduction and distribution of Construction Documents and in obtaining bids. Reproduction and distribution costs incurred b







**ARTICLE 9  
PAYMENTS TO THE CONSULTANT**

**9.1** The Basic Rate herein provided shall cover the compensation for all Basic Services to be rendered hereunder and expenses of whatsoever nature, except reimbursable expenses in accordance with this agreement, incurred by the Consultant or their representatives or Subconsultants while in the discharge of any duties connected with the project, or where specific provision is otherwise made in this Agreement.

**9.2** Payments will be paid in proportion to the services performed. Payments toward the Basic Rate will be made monthly and at the completion of each phase. The payments will not exceed the percentages of the Basic Rate for the completion of each phase as set forth below, or as described in Exhibit A:

Schematic Design Phase	15%
Design Development	20%
Construction Documents	40%
Bidding Phase	5%
Construction Phase	15%
<u>Record Drawings</u>	<u>5%</u>
Total	100%

**9.3** At the Owners request, the Consultant shall classify the personnel engaged on the project in the Consultant's Rates Schedule for Billing and such schedule will be attached to this agreement.

**9.4** Payments for approved reimbursable expenses or other approved extra compensation over and above the applied Basic Rate will be made promptly upon presentation, to the Owner, of the Consultant's statement of services rendered and supporting documentation.

**9.5** If the project is abandoned in whole or in part, the Consultant will be paid for services performed before receipt of written notice from the Owner of such abandonment. Payments will not, however, be made for any phase of the work which has not been authorized in writing by the Owner.

**9.6** Should work which has been abandoned in whole or in part be ultimately resumed, the Owner shall be allowed full credit for any amounts previously paid if the project is substantially the same and a reasonable credit for any studies previously made which would facilitate the performance of services in a major re-design of the project.

**9.7** If the Design Development Phase, Construction Document Phase, Bidding Phase or Construction Phase, respectively, has not commenced within six (6) months after the Consultant submits the previous phase documents to the Owner, the project budget or fixed limit of Construction Cost will be adjusted to reflect the change in the general level of

prices in the construction industry between the date of submission of the previous phase documents to the Owner and the date on which the next phase is begun. If the Consultant's fee (Basic Rate) is on a percentage basis, the appropriate consultant phase payment will be based upon the project budget applicable at the time of design of the respective phase.

**9.8 EXAMINATION OF RECORDS**

The Owner, and any parties it deems necessary, shall have access to and the right to examine any accounting records of the Consultant involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder.

**9.9 REIMBURSABLE EXPENSES**

**9.9.1** Reimbursable expenses are in addition to the professional fee determined by the Basic Rate. The furnishing and distribution of all copies of the bidding documents will be a reimbursable expense at Consultant's direct cost without Consultant's overhead and profit, if such service is not provided by the Owner.

**9.9.2** If authorized in advance in writing by the Owner, direct expense of special consultants for other than the normal services furnished by the Consultant will be reimbursable expenses.

**9.9.3** If authorized in advance in writing by the Owner, the production and/or reproduction of presentation models, mock-ups, perspectives and reports for the Owner's use are reimbursable direct expenses unless required in this agreement. However, study models, mock-ups, and perspective sketches are considered as necessary to the Consultant's design process and are included in Basic Services.

**9.9.4** Telephone calls, mileage and/or other travel costs, meals and lodging for out-of-town trips, photocopying costs, and expenses of a similar nature will not be considered a reimbursable expense under this Agreement unless such items are specifically authorized in advance, in writing by the Owner.

**9.10 SUBCONSULTANT PAYMENT**

The Consultant shall pay all subconsultants and others for all supplies and services used by the Consultant for this agreement, within a reasonable time after payment by the Owner.

**ARTICLE 10  
MISCELLANEOUS PROVISIONS**

**10.1 APPLICABLE LAW DEEMED INSERTED**

This Agreement shall be governed by the laws of the State of Missouri. All applicable provisions required by law shall be deemed to be in(t)-1 14.696 443912.4(1)5.5(e)6.9( )0.5(pr)9.(q



## **10.2 CONFLICT OF INTEREST**

**10.2.1** The Consultant will not hire any officer or employee of the Owner to perform any service covered by this Agreement. If the work is to be performed, in connection with a federal contract or grant, the Consultant will not hire any employee of the United States government to perform any service covered by this Agreement.

**10.2.2** The Consultant affirms that to the best of their knowledge there exists no actual or potential conflict between the Consultant's family, business or financial interests and the Consultant's services under this Agreement, and in the event of change in either the Consultant's private interests or service under this Agreement, the Consultant will raise with the Owner any questions regarding possible conflict of interest which may arise as a result of such change.

**10.2.3** The Consultant herein is an independent contractor and shall not act as an agent for the University, nor shall the Consultant be deemed an employee of the University for any purpose whatsoever. The Consultant shall not enter into any agreement, incur any obligations on the University's behalf, or commit the University in any manner.

## **10.3 NONDISCRIMINATION EQUAL OPPORTUNITY**

The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706) and Executive Order 11758, and certain veterans (38 USC 4212 formerly [2012]) contracting with business

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

**FOR CONSULTANT:**

**FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI:**

\_\_\_\_\_

\_\_\_\_\_

**UM Contracting Officer**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Federal Identification Number**

MBE	Yes_____	No_____
WBE	Yes_____	No_____
SDVE	Yes_____	No_____
Veteran	Yes_____	No_____
DBE	Yes_____	No_____