

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF PERRYVILLE, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY AND **DILLE POLLARD ARCHITECTURE** RELATIVE TO **CONSULTANT SERVICES FOR CONSTRUCTION OF AN IMPOUND BUILDING**; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have heretofore reviewed a contract, marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and,

WHEREAS, the Mayor and Board of Aldermen of the City of Perryville, Missouri, deem it advisable to enter into said contract;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PERRYVILLE, MISSOURI, AS FOLLOWS:

1. That the Mayor and Board of Aldermen of the City of Perryville approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Perryville, a municipal corporation, and **Dille Pollard Architecture**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Perryville, that the City enters into said contract.

2. That the Mayor be and he is hereby authorized and directed to execute said contract for and on behalf of the City of Perryville, Missouri.

3. That the City Clerk of the City of Perryville is hereby authorized and directed to attest the signature of the Mayor on the attached contract.

4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

5. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this ____ day of _____, 2021, by a vote of ____ ayes,
____ nays, ____ abstentions, and ____ absent.

CITY OF PERRYVILLE, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk



Designing Solutions.

April 28, 2021

Mr. Brent Buerck, City Administrator
City of Perryville, MO
215 N. West Street
Perryville, MO 63775

**PROPOSAL FOR ARCHITECTURAL / ENGINEERING DESIGN SERVICES
PERRYVILLE IMPOUND FACILITY**

Mr. Buerck,

We appreciate the opportunity and are excited to provide you with this proposal to perform architectural and engineering services for you planned Impound Facility.

SCOPE OF WORK

We understand the general scope of work includes a new pre-engineered building (of approx. 8,400 sf) with (2) Fire Department bays, (3) Police Department bays, and a single bay for Animal Control, with covered outdoor area for dog runs. Minimal interior build out is included, including 2-3 toilet rooms, offices and other areas which may be needed. Some interior finish work may be phased or performed by others, depending on availability of funds.

While the budget is yet to be determined, we understand the desire for an economical facility, and will work with you to align the budget and program. We will provide costs estimates during the design process to assist your team in prioritizing the final design features, space and amenities.

DESIGN SERVICES

1. Schematic Design: Develop preliminary design for Owner approval before moving to Design Development.
2. Design Development: Develop overall design in more detail with Civil, Structural and Mech/Electrical engineers for Owner approval before moving to Construction Documents.
3. Construction Documents: Detailed plans and specifications for bidding with Owner approval.
4. Bidding and Negotiations: Bid the project on open market to General Contractors
5. Construction Administration: Observe construction to meet plans, specs and review General Contractor pay application, provide monthly field reports, etc.

COMPENSATION

We propose to provide the services for a lump sum fee of \$73,500.00.

REIMBURSABLE EXPENSES

1. Geo-tech and soils analysis - \$4,000 (est, TBD)
2. Civil Engineering - TBD
3. Code required 3rd party Special Inspections - \$7,500 (est, TBD)
4. Mileage, advertising, printing and postage (allow \$1,000)

To commence work please return one signed copy of this proposal. We are excited to be working with your team and look forward to a successful project.

Sincerely,


Michael D. Pollard, AIA
Principal

Accepted:

Name/Title

Date

AGREEMENT FOR PROFESSIONAL SERVICES

SECTION A – SERVICES

1. Scope of Services. The CLIENT and the ARCHITECT have agreed to a list of Basic Services the ARCHITECT will provide to the CLIENT, listed on the attached Proposal.
2. Additional Services. Additional services may be requested by the CLIENT. Additional Services are not included as part of the Basic Scope of Services and shall be paid for by the CLIENT in addition to payment for Basic Services, in accordance with the ARCHITECT's prevailing fee schedule, as provided for in Section B, Compensation, or as agreed to by the CLIENT and the ARCHITECT.
3. Excluded Services. Services not listed in the Proposal are specifically excluded from the scope of the ARCHITECT's services. The ARCHITECT assumes no responsibility to perform any services not specifically listed in the Proposal.
4. Timeliness of Performance. The CLIENT and ARCHITECT are aware that many factors outside the ARCHITECT's control may affect the ARCHITECT's ability to complete the services to be provided under the Agreement. The ARCHITECT will perform these services with reasonable diligence and expediency consistent with sound professional practices.
5. Schedule for Rendering Services. If requested by the CLIENT, the ARCHITECT shall prepare and submit for CLIENT approval a schedule for the performance of the ARCHITECT's services. This schedule shall include reasonable allowances for review and approval times required by the CLIENT, performance of services by other consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT, or for delays or other causes beyond the ARCHITECT's reasonable control.

SECTION B – COMPENSATION

1. Fees. Unless otherwise stated in the Proposal, the CLIENT shall compensate the ARCHITECT for services provided under this Agreement on an hourly basis plus expenses based on the ARCHITECT's prevailing fee schedule in effect when the services are performed.
2. Retainer. The CLIENT shall make an initial payment of zero dollars (\$ 0) (retainer) upon execution of this Agreement. This retainer shall be held by the ARCHITECT and applied against the final invoice. If no amount is specified, no retainer is required.
3. Payment Due. Invoices shall be submitted by the ARCHITECT monthly or upon completion of each phase and are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.
4. Interest. If payment in full is not received by the ARCHITECT within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
5. Collection Costs. If the CLIENT fails to make payments when due and the ARCHITECT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the ARCHITECT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable ARCHITECT staff costs at standard billing rates for the ARCHITECT's time spent in efforts to collect. This obligation of the CLIENT to pay the ARCHITECT's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. Suspension of Services. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, the ARCHITECT may suspend performance of services upon fifteen (15) calendar days' notice to the CLIENT. The ARCHITECT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment in full by the CLIENT, the ARCHITECT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ARCHITECT to resume performance.
7. Termination of Services. If the CLIENT fails to make payment to the ARCHITECT in accordance with the payment terms herein, this shall constitute a material breach of the Agreement and shall be cause for termination of this Agreement by the ARCHITECT.

SECTION C – ALLOCATION OF RISK

1. Information Provided by Others. The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The ARCHITECT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
2. Standard of Care. The standard of care for all professional and related services performed or furnished by ARCHITECT under this Agreement will be the care and skill ordinarily used by members of ARCHITECT's profession practicing under similar conditions at the same time and in the same locality. ARCHITECT makes no warranties, expressed or implied, under this agreement or otherwise, in connection with ARCHITECT's services.
3. Liability. In recognition of the relative risks and benefits of the Project to both the CLIENT and the ARCHITECT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the ARCHITECT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and cost, so that the total aggregate liability of the ARCHITECT to the CLIENT shall not exceed the ARCHITECT's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
4. Opinions of Cost and Schedule. ARCHITECT's opinion of probable cost and project schedules shall be made on the basis of experience and qualifications as an architect. However, since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, ARCHITECT does not guarantee that proposals, bids, or actual project costs will not vary from the cost estimates or that actual schedules will not vary from the projected schedules.
5. Third Party Rights. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than CLIENT and ARCHITECT.

SECTION D – OWNERSHIP AND REUSE OF DOCUMENTS

1. Ownership. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the ARCHITECT as instruments of services shall remain the property of the ARCHITECT. The ARCHITECT shall retain all common law, statutory and other reserved rights, including the copyright thereto.
2. Reuse. All documents, including, but not limited to, drawings, specifications, and computer files prepared by the ARCHITECT pursuant to the Agreement are instruments of services in respect to the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written verification or adaptation by ARCHITECT for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to ARCHITECT. CLIENT shall indemnify and hold harmless ARCHITECT from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ARCHITECT to further compensation at rates to be agreed by CLIENT and ARCHITECT.

SECTION E – TERMINATION

1. Termination for Cause. This agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan for cure acceptable to the other party.
2. Termination for Convenience. CLIENT may terminate or suspend performance of this Agreement for CLIENT's convenience upon written notice to ARCHITECT. ARCHITECT shall terminate or suspend performance of the Services on a schedule acceptable to CLIENT. If termination or suspension is for CLIENT's convenience, CLIENT shall compensate ARCHITECT for all the Services performed and termination and suspension expenses. Upon restart, and equitable adjustment shall be made to ARCHITECT's compensation.
3. Delay In Performance. Neither CLIENT nor ARCHITECT shall be considered in default of this Agreement for delays in performance by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riot, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure services required to be provided by either CLIENT or ARCHITECT under this agreement. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented for performing, give written notice to the other party describing the circumstances preventing continued performance of this Agreement.



SECTION F – GENERAL CONSIDERATIONS

1. Waiver. A waiver by either CLIENT or ARCHITECT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
2. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
3. Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
4. Successors and Assigns. CLIENT and ARCHITECT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.
5. Assignment. Neither CLIENT nor ARCHITECT shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Section shall prevent ARCHITECT from employing independent architects, engineers, associates, and subcontractors to assist in the performance of Services.
6. Controlling Law. The laws of the State of Missouri shall govern this Agreement.

This Agreement and referenced attachments supersedes all prior communications, understandings and agreements, whether oral or written. The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement. Amendments to this Agreement must be in writing and signed by both the CLIENT and the ARCHITECT.

