

City of St. Joseph, Missouri
CONSULTANT SERVICES AGREEMENT
Professional Engineering/Architectural/Planning Services
for Restroom Renovations/Construction

THIS CONSULTANT/SERVICES AGREEMENT (hereinafter, the “Agreement”) is made and effective as of the 19th day of April 2023, by and between the City of St. Joseph, Missouri, a Missouri municipal corporation (hereinafter, the “City”), and **Goldberg Group Architects, LLC**, located at **520 Francis Street, Suite 200, St. Joseph, MO 64051** (hereinafter, the “Consultant”).

WHEREAS, Bartlett Park, located at 3033 Monterey Street, is the third largest park in the St. Joseph, situated near the middle of the historic parkway system. The park contains two baseball fields, a large inclusive playground, picnic shelters, the Treehouse for Everyone, and a nine-hole disc golf course; and

WHEREAS, the Northside Complex, located at 3600 St. Joseph Avenue, features a baseball field, two football fields, three tennis courts, a playground, outdoor basketball courts, a swimming pool, horseshoe courts, and a pavilion; and

WHEREAS, the Joyce Raye Patterson (JRP) 50+ Activities Center, located 100 S. 10th Street, is an indoor operation that features a fitness center, multi-purpose room, meeting rooms, office space, a full-service kitchen, and dining room; and

WHEREAS, the Horace Mann building, located at 409 S. 18th Street, was previously a school building but is now being used by the Bartlett Center for youth services and community events; and

WHEREAS, due to the age and deterioration of the existing restrooms in these parks and facilities, City leaders recognized the need for repair and modernization to provide accessible restrooms and/or concession areas; and

WHEREAS, repurposing and/or expansion of space is an option at Bartlett, Northside, and Horace Mann.

NOW, THEREFORE, the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

1.1 Scope. The Consultant shall perform the services specifically referenced in the Request for Qualifications dated January 31, 2023, regarding “Outdoor Restroom Facility Improvements” to Bartlett Park, the Northside Complex, the Joyce Raye Patterson Activities Center, and the Horace Mann Building (hereinafter “Services”). Said RFP shall be incorporated herein by reference as though fully set out herein. The following action items shall be conducted in connection with the Services:

A. Planning.

1. Coordinate with City Staff to:
 - a. Evaluate each facility and site to assess need for improvements
 - b. Identify best model and appropriate size of facility in each location
2. Prepare concepts that identify potential features, including cost estimating, renderings, and site plans.

B. Design.

1. Perform necessary topographic surveys, utility investigations, and geotechnical analysis to support design.
2. Prepare design memorandum.
3. Prepare comprehensive Construction Document for competitive bid, including all related disciplines.
4. Provide documents for City review and comment at concept, preliminary, and final design stages.

C. Bidding. Assist City with bidding and award process.

D. Construction Administration.

1. Attend meetings, including:
 - a. Pre-construction
 - b. Monthly Progress Meetings
 - c. Substantial, final, and warranty walk-throughs
2. Construction Administration.
 - a. Submittals and shop drawings
 - b. Requests for Information or Clarification
 - c. Pay applications
 - d. Change order requests
3. Construction Inspection.
 - a. Conduct periodic site visits
 - b. Inspect critical components

Except as expressly specified herein, the Consultant shall provide all of the labor and technical services, to perform all the above-referenced services and do all the things necessary for the proper completion of the Services.

1.2 Amendments. The Scope of Services may be revised only by written amendment, as specifically provided in this Agreement, which shall reflect any material changes or additions to the Scope of Services.

II. TIME FOR COMPLETION OF PROJECT SERVICE COMPONENTS

The Consultant will complete the concept phase work within sixty (60) days of the date on which the notice to proceed is issued. Design work will be initiated thereafter, following completion of the concept phase work. The final design must be completed and ready to submit for bids within ninety (90) days; one hundred fifty (150) days of the date on which the notice to proceed was issued. It is anticipated that the construction will begin during the Fall of 2023 and continue into the Spring of 2024.

III. COMPENSATION, PAYMENT

3.1 Compensation. During the initial term of this Agreement, and any subsequent renewal terms, the Consultant shall be paid the annual amount of **\$114,620.00** for performance of the Services. No other payment or reimbursement shall be made to the Consultant.

3.2 Invoices; Payment. Invoices for Services provided pursuant to this Agreement shall be submitted by the Consultant by no later than the fifth day of each month during the term of this Agreement. All invoices submitted by the Consultant shall describe the particular Services provided, including the date on which such Services were provided. The City shall make payments to the Consultant for its performance of Services hereunder within thirty (30) days from receipt of an invoice from the Consultant for such Services.

IV. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and nothing herein contained shall constitute or designate the Consultant or any of its employees or agents as employees or agents of the City. As an independent contractor, the Consultant shall exercise supervision and control over the means and manner in which it and its employees perform the work, are paid, use vehicles, and are insured. The Consultant will be fully responsible for all Social Security payments, withholding taxes, workers' compensation insurance, liability insurance, and malpractice insurance.

V. INDEMNIFICATION

The Consultant agrees to defend (with counsel selected by the City), indemnify, and hold harmless the City, its officers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of death or injury to any person or persons, or with respect to any damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of this Agreement or Services negligently performed hereunder by the Consultant, or claims

relating thereto, and including, but not limited to, the City's reliance on, or use of, the Services provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the intentional acts or gross negligence of the City. To the extent required by law to enforce this provision, the Consultant agrees that this indemnification requires the Consultant to obtain insurance in amounts specified herein and that the Consultant has had the opportunity to cover the costs of such insurance in the compensation set forth in this Agreement.

VI. INSURANCE

The Consultant will secure and maintain during the full term(s) of this Agreement General Liability Insurance, Professional Liability (errors and omissions) Insurance and Automobile Insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, as well as Workers' Compensation Insurance in the amount required by the State of Missouri for political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City.

Certificates of insurance evidencing all required coverage shall be furnished to the City upon execution of this Agreement and each anniversary date thereafter for the length of the Agreement. Notwithstanding any other provision of this Agreement, no payment owed by the City to the Consultant, if any, shall become due until the Consultant submits to the City certificates stating that insurance coverage required by this Agreement is in force during completion of the services hereunder. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. Nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

VII. REGULATIONS AND COMPLIANCE

7.1 General. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including, but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement. If applicable, the provisions and requirements of Section 290.250 RSMo., shall apply and are incorporated herein. In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the services being provided, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict.

**VIII.
TERMINATION**

The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Services performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of any services to be provided.

**IX.
NOTICES**

Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States mail, first-class postage prepaid, addressed to the City at:

City of St. Joseph, Missouri
Attn: Parks, Recreation and Civic Facilities Director
1920 Grand Avenue
St. Joseph, MO 64505
ckempf@stjosephmo.gov

With a copy to:

City of St. Joseph, Missouri
Attn: City Attorney's Office
1100 Frederick Avenue, Room 307
St. Joseph, MO 64501

Or to the Consultant at:

Goldberg Group Architects, LLC
Attn: Kevin Rost
520 Francis Street
St. Joseph, MO 64501
kevin.r@gga.llc

X.
MISCELLANEOUS

10.1 Non-Exclusive. The rights granted to the Consultant hereunder are non-exclusive and the City reserves the right to enter into agreements with other persons or firms to perform services, including those provided hereunder.

10.2 Right of Entry. When and where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests, and evaluations in connection with the Services.

10.3 Compliance with Law. The Consultant and its employees shall promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules, and regulations that govern or apply to the services rendered by the Consultant hereunder, or to the wages paid by the Consultant to its employees.

10.4 Authorizations to be Kept Current. The Consultant shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required by law in order for the Consultant to render the services required hereunder.

10.5 Agent Relationship. Except as expressly provided for in this Agreement, the Consultant is not authorized to act as the City's agent hereunder and shall not have City (expressed or implied) permission to act for or bind the City hereunder, either in the Consultant's relations with sub-consultants or in any other manner whatsoever.

10.6 Accounting; Records and Work Product. During the period of this Agreement, the Consultant shall maintain books of accounts of its charges in connection with the Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant. The Consultant shall provide the City with copies of all documents pertinent to the services provided, which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including, without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of, or relating to, this Agreement. The Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

10.7 Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this

Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

10.8 Confidentiality; Nondisclosure. In accordance with all applicable laws, regulations, and procedures, and reasonable standards established by the City, the Consultant shall maintain strict confidentiality of all information and records that the Consultant may come in contact with or be privy to in the course of providing Services. The Consultant agrees that it will not divulge to third parties without the written consent of the City, either during or after the provision of Services or following the termination of the Agreement, any information obtained from or through the City in connection with the performance of this Agreement. Nothing herein shall preclude disclosure of information by the City.

10.9 Assignability. It is specifically agreed that the Consultant binds itself, its partners, successors, and legal representatives to the City as related to the covenants of this Agreement. It is further agreed that the Consultant shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City.

10.10 No Third-Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under, or by reason of, this Agreement

10.11 Subcontracts. The Consultant shall not subcontract any of the services to be performed by it hereunder without the express written consent of the City.

10.12 Choice of Law. This Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of Missouri.

10.13 Consent to Jurisdiction; Service of Process. This Agreement shall be construed, enforced, and regulated under and by the laws of the State of Missouri. In the event of any dispute or controversy between the parties, each party agrees that the Circuit Court of Buchanan County, Missouri shall have exclusive jurisdiction to determine all issues between them. Provided, however, if a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the parties agree to try in good faith to settle the dispute by non-binding mediation as a condition precedent to filing any action with the Circuit Court of Buchanan County, Missouri. Such mediation shall be held in St. Joseph, Missouri.

10.14 Severability. All clauses herein shall remain fully severable with respect to the intent and scope of this Agreement. Where clauses are deemed illegal, those shall be removed without affecting the balance of the Agreement.

10.15 Headings. The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

10.16 Amendments. No amendment or change in this Agreement shall be made except in writing, executed by all parties, prior to the change in the Services being performed.

10.17 Incorporation of Documents. Any attachments and exhibits hereto are incorporated hereby as a material and relevant part of this Agreement. The same shall be true for any request for proposals in connection with the Services and the corresponding proposal submitted by the Consultant in response to such Request for Proposals.

10.18 Entire Agreement. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of its date of execution. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect and the Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement.

10.19 Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.20 Authority. The undersigned represent and warrant that they have full legal authority to execute this Agreement on behalf of the City and the Consultant.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date first above written.

**CITY OF ST. JOSEPH, MISSOURI
("CITY")**

Bryan Carter
City Manager

ATTEST:

By: _____

Title: _____

**GOLDBERG GROUP ARCHITECTS, LLC
("CONSULTANT")**

By: 
Title: Senior Project Architect

ATTEST:

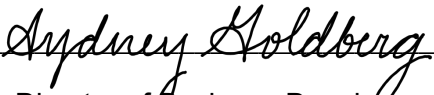
By: 
Title: Director of Business Development



EXHIBIT A: SCOPE OF SERVICES

Date: April 17, 2023
To: Chuck Kempf, Parks Director / Parks, Recreation & Civic Facilities
From: Kevin Rost, Senior Project Architect / GGA
Topic: City of St. Joseph Restroom Upgrades

Expected Areas of Work: Interior Renovations of Restrooms at the Horace Mann Building and Joyce Raye Patterson 50+ Activity Center; Interior Renovations of Facilities at the Northside Complex; New Construction of Restrooms at Bartlett Park

PRE-DESIGN

1. Evaluate the existing facilities and building sites
2. Document and catalog areas in need of code related, cosmetic and/or structural repair
3. Evaluate viable options for renovating existing restroom facilities and potential locations for new construction

SCHEMATIC DESIGN & DESIGN DEVELOPMENT

1. Evaluate scope of work to be performed within the City's budget
2. Evaluate feasible solutions for short and long-term upgrades and replacements
3. Prepare preliminary estimate of probable construction costs

CONSTRUCTION DOCUMENTS

1. Provide construction documents for purposes of bidding and construction
2. Provide assistance in the bidding process
3. Provide addendums to the construction documents if needed

BIDDING AND AWARD

1. Prepare final estimate of probable construction costs
2. Prepare and administer bidding documents in Design-Bid-Build delivery method under City direction
3. Assist in pre-bid meeting
4. Evaluate and assist the City in review of bids and selection of Contractor

CONSTRUCTION ADMINISTRATION

1. Assist the City with execution of the Owner / Contractor Contract
2. Assist in pre-construction meeting
3. Review equipment and material submittals
4. Review contractors pay applications
5. Assist in Owner / Architect / Contractor (OAC) meetings
6. Provide onsite observation periodically during construction
7. Prepare a Certificate of Substantial Completion

POST-CONSTRUCTION

1. Perform one (1) year post completion walk-thru



EXHIBIT B: SCHEDULE OF VALUES (NOT TO EXCEED)

Date: April 17, 2023
To: Chuck Kempf, Parks Director / Parks, Recreation & Civic Facilities
From: Kevin Rost, Senior Project Architect / GGA
Topic: City of St. Joseph Restroom Upgrades

Expected Areas of Work: Interior Renovations of Restrooms at the Horace Mann Building and Joyce Raye Patterson 50+ Activity Center; Interior Renovations of Facilities at the Northside Complex; New Construction of Restrooms at Bartlett Park

Pre-Design	Classification	Billing Rate	# hrs.	Totals
	Principal	\$240.00	8	\$1,920.00
	Registered Professional	\$200.00	16	\$3,200.00
	Professional	\$130.00	24	\$3,120.00
	Design Technician	\$110.00	40	\$4,400.00
	Clerical	\$65.00	2	\$130.00
				\$12,770.00
Expenses:				
Reproduction				
Subtotal			90	\$12,770.00
Schematic Design & Design Development	Classification	Billing Rate	# hrs.	Totals
	Principal	\$240.00	8	\$1,920.00
	Registered Professional	\$200.00	80	\$16,000.00
	Professional	\$130.00	48	\$6,240.00
	Design Technician	\$110.00	80	\$8,800.00
	Clerical	\$65.00	2	\$130.00
				\$33,090.00
Expenses:				
Reproduction				
Subtotal			218	\$33,090.00



Construction Documents	Classification	Billing Rate	# hrs.	Totals
	Principal	\$240.00	8	\$1,920.00
	Registered Professional	\$200.00	120	\$24,000.00
	Professional	\$130.00	80	\$10,400.00
	Design Technician	\$110.00	120	\$13,200.00
	Clerical	\$65.00	4	\$260.00
				\$49,780.00
Expenses:				
Reproduction				
Subtotal			332	\$49,780.00
Bidding and Award	Classification	Billing Rate	# hrs.	Totals
	Principal	\$240.00	0	\$0.00
	Registered Professional	\$200.00	8	\$1,600.00
	Professional	\$130.00	10	\$1,300.00
	Design Technician	\$110.00	8	\$880.00
	Clerical	\$65.00	2	\$130.00
				\$3,910.00
Expenses:				
Reproduction				
Subtotal			28	\$3,910.00
Construction Administration	Classification	Billing Rate	# hrs.	Totals
	Principal	\$240.00	2	\$480.00
	Registered Professional	\$200.00	24	\$4,800.00
	Professional	\$130.00	24	\$3,120.00
	Construction Administration	\$130.00	40	\$5,200.00
	Design Technician	\$110.00	4	\$440.00
	Clerical	\$65.00	1	\$65.00
				\$14,105.00
Expenses:				
Reproduction				
Subtotal			95	\$14,105.00



Post-Construction	Classification	Billing Rate	# hrs.	Totals
	Principal	\$240.00	1	\$240.00
	Registered Professional	\$200.00	2	\$400.00
	Professional	\$130.00	0	\$0.00
	Construction Administration	\$130.00	2	\$260.00
	Design Technician	\$110.00	0	\$0.00
	Clerical	\$65.00	1	\$65.00
				\$965.00
Expenses:				
Reproduction				
Subtotal			6	\$965.00
Project Total			769	\$114,620.00



EXHIBIT C: PROJECT SCHEDULE

Date: April 17, 2023
To: Chuck Kempf, Parks Director / Parks, Recreation & Civic Facilities
From: Kevin Rost, Senior Project Architect / GGA
Topic: City of St. Joseph Restroom Upgrades

Expected Areas of Work: Interior Renovations of Restrooms at the Horace Mann Building and Joyce Raye Patterson 50+ Activity Center; Interior Renovations of Facilities at the Northside Complex; New Construction of Restrooms at Bartlett Park

Phase of Services	Required Completion Date (from Notice to Proceed)
Pre-Design	2 weeks
Schematic Design & Design Development	6 weeks
Construction Documents	12 weeks
Bidding and Award	3 weeks
Construction Administration	12 weeks
Post-Construction	1 weeks