

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.

Date: 06/20/16

	Duration	2016																																	
		7				8				9				10				11				12				11				12					
		July				August				September				October				November				December				November				December					
		4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	1	8	15	22	29	6	13	20
Survey/ Geotech	4 Weeks	█	█	█	█																														
Programming / Planning	3 Weeks			█	█	█																													
Planning / Zoning	4 Weeks				█	█	█	█																											
Schematic Design	4 Weeks				█	█	█	█																											
Owner Review	1 Week								█																										
Design Development	5 Weeks								█	█	█	█	█																						
Owner Review	1 Week												█																						
Contract Documents	6 Weeks													█	█	█	█	█	█																
Owner Review	1 Week																				█														
Permit	4 Weeks																				█	█	█	█											
Bid / Negotiate	5 Weeks																				█	█	█	█	█										
*Bid Date after New Years																																			
Construction	12 Months																								█	█	█	█	█	█	█	█			
Move-In	4 Weeks																												█	█	█	█			