

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) ARCHITECT	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		ARCHITECT	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. Box 8368 SPRINGFIELD, MO 65802		Name:	
Attention:		Address:	
Department:		Attention:	
Phone:		Phone:	Fax:
Fax:		Email:	

AGREEMENT FOR PROFESSIONAL ARCHITECTURE CONSULTING SERVICES

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

WITNESSETH:

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

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 that Architect is licensed by the Missouri Board for Architects, Professional Engineers, and/or Land Surveyors, as applicable, to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a land surveyor licensed by the Missouri Board for Architects, Professional Engineers, and/or Land Surveyors, as applicable;

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

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 by the City, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement. 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 architecture 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 Term of this Agreement shall begin upon execution of this agreement and will remain in effect for one year, unless earlier terminated. At the City's sole discretion, the term of this Agreement may be extended for up to four (4) additional one (1) year terms, by the City providing 30 days' written notice to the Architect.

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 and Duty to Cooperate Generally.** All information, data, and reports in the City's possession and necessary for the carrying out of the terms of this Agreement, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out this Agreement.

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 Agreement, 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 by this Agreement shall 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 the terms of this Agreement shall be subcontracted without the written approval of the City.

6. **Termination of Agreement.**

a. Termination for breach. Failure of the Architect to fulfill Architect's obligations under this Agreement in a timely and satisfactory manner or in accordance with the schedule and description of services set forth in the applicable Work Authorization shall constitute a breach of this Agreement, and the City shall thereupon have the right to immediately terminate this Agreement. The City shall give written notice of termination to the Architect as set forth in Paragraph 19 of this Agreement. 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 Agreement, shall, at the option of the City, become the property of the City, 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 breach of this Agreement, by the Architect.

b. Right to terminate in the absence of breach. Either party may terminate this Agreement for any reason, by serving notice of intent to terminate upon the other party as set forth in Paragraph 19 of this Agreement. 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. 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 Agreement shall, at the option of the City, become the property of the City, 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 Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations, and applicable provisions in Section 105.450 et seq. Public 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 Agreement. The Architect further covenants that in the performance of this Agreement no person having such interest shall be employed.

8. **Assignment.** The Architect shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City. Provided, however, that claims for money due or to become due to the Architect from the City under this Agreement 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 Agreement 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 Agreement shall not be made available to any individual or organization by the Architect without prior written approval of the City.

10. **Discrimination.** The Architect agrees in the performance of this Agreement 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 Architect 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) 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 Springfield, 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. **Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this Agreement 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 the 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.

14. **Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act).** That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

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

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.

16. **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.

17. **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.

18. **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) violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this Agreement, 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 Agreement. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Agreement.

19. **Attorney Fees.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

20. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the Agreement documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and shall remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they shall 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 Contractor will use them fully in connection with the project and will not sell them.

21. **Notices.** All notices required or permitted hereunder 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.

22. **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 Greene County, Missouri.

23. **Entire Agreement.** This Agreement, including and applicable Work Authorizations, attachments, or exhibits, 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. In the event of a conflict between the provisions of this document and any other document which makes up this agreement, the terms of this document shall control.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED FOR APPROVAL

Asst. Director of Public Works or Acting Asst. Director

Director of Public Works or Acting Director

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 therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

Architect:

By: _____

Printed Name: _____

Title: _____

Date: _____

If Architect is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned Women Owned Veteran Owned

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

Date: _____

SAMPLE

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ___ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ___ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. ___ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ___ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ___ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Company: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.