Title: COVID-19 Modifications to the Adult Detention Center Phase II  
RFQ  □ RFP  □ RFQ/RFP #: Sole Source

Dept: Construction Management  
Contact Person: Christine Ramsdell  
Ext.: 7339

Description (service, justification and use):

Consultant Services to finish all design documentation and Contract Administration for improvements to the Corrections Facility to reduce the spread of COVID-19. Improvements include the construction of a new Booking Facility in the existing garage located on level 2, modification of housing units on level 2, in order to create negative pressure housing units, and design and contract administration of a new sky bridge connecting the 3rd floor of Corrections to the 4th floor of the courts building.

The total contract value for these services is $952,380.00
Corrections Booking Final Construction Documents and Construction Administration: $640,445.00
Sky Bridge Design, Construction Documents and Construction Administration: $311,935.00

This contract is in addition to the initial agreement between DLR and the County that was approved May 7th.

See contract, attached

Award to: DLR Group of Kansas, inc.  
Location: Overland Park, KS

Was the vendor pre-qualified? Yes  □ No  □

Total negotiated price:  $952,380.00  
Contract term: NA  
with  renewals.

Price break-down (if applicable): See pricing breakdown, attached

Proposal opening held on:  
Opened by:

Account number to be charged for purchase:

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
PROFESSIONAL SERVICES – REQUEST FOR APPROVAL

RFP/RFQ #: Sole Source

Additional RFQs/RFPs Received

The following additional responses were received:

Vendor: ___________________________ Location: ___________________________

Vendor: ___________________________ Location: ___________________________

Vendor: ___________________________ Location: ___________________________

Vendor: ___________________________ Location: ___________________________

Vendor: ___________________________ Location: ___________________________

Vendor: ___________________________ Location: ___________________________

Vendor: ___________________________ Location: ___________________________

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

[Signature]
Department Director/Elected Official Signature

6/25/2020
Date

Approval or Concurrence of Director of Finance

Date

BELOW ONLY TO BE COMPLETED FOR PROPOSALS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

Director of Administration Signature

Date
AGREEMENT made as of the 22nd day of June in the year Twenty Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

St. Charles County (Missouri)
Historic Courthouse
100 North Third Street
St. Charles, MO 63301

and the Architect:
(Name, legal status, address and other information)

DLR Group Inc., a Kansas corporation
7290 West 133rd Street
Overland Park, KS 66213-4748
Telephone: 407-648-1331

for the following Project:
(Name, location and detailed description)

St. Charles County, Missouri Department of Corrections Improvements
St. Charles, Missouri

for which Project the Contractor is:
(Name, legal status, address and other information)

McCarthy Building Companies, Inc.
1341 North Rock Hill Road
St. Louis, MO 63124

The Owner and Architect agree as follows.
**TABLE OF ARTICLES**

1. ARCHITECT’S SERVICES AND RESPONSIBILITIES
2. OWNER’S RESPONSIBILITIES
3. COPYRIGHTS AND LICENSES
4. COMPENSATION
5. DISPUTE RESOLUTION
6. TERMINATION OR SUSPENSION
7. MISCELLANEOUS PROVISIONS
8. SPECIAL TERMS AND CONDITIONS
9. SCOPE OF THE AGREEMENT

**ARTICLE 1  ARCHITECT’S SERVICES AND RESPONSIBILITIES**

§ 1.1 The Architect shall provide the professional services set forth in AIA Document A295™–2008 General Conditions of the Contract for Integrated Project Delivery, which is incorporated herein by reference, except as specifically indicated to be the responsibility of others. Such services shall include usual and customary structural, mechanical, and electrical engineering services.

§ 1.1.1 The Architect shall engage the services of the following Subconsultant for the purpose of Security Systems Design:

R&N Systems Design, LLC  
615 Oakleaf Office Lane  
Memphis, TN 38117-4812

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 1.4 The Architect shall maintain for the duration of this Agreement in accordance with the requirements of Section 7.9 of the Agreement Between St. Charles County and DLR, Inc., for the Preparation of Design Services, Contract Documents and Oversight for Building Modifications to Reduce Spread of COVID-19 in the Adult Detention Center in St. Charles County, Missouri (hereinafter the “St. Charles County – DLR, Inc. COVID-19 Agreement”), as identified below:

7.9 CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Errors and Omissions (Professional Liability) Insurance, Commercial General Liability (CGL) Insurance, Automobile Liability Insurance, Workers’ Compensation/Employer’s Liability Insurance, and Excess Umbrella Insurance in the limits set forth below.

7.9.1 Errors and Omissions (Professional Liability) Insurance with the limits of liability provided by such policy to be no less than $1,000,000 per Claim/$2,000,000 aggregate covering all services provided pursuant to this Agreement. Coverage shall be written on a claims made basis. CONSULTANT shall notify COUNTY in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.
7.9.2 Automobile, General Liability and Property Damage Insurance with Limits no less than $1,000,000 for bodily injury or death to any one person and property damage, and $3,000,000 per occurrence for automobile and general liability. Coverage shall cover all liability arising from premises, products, completed operations, independent contractor and personal injury and property liability assumed under an insured contract. A Combined Single Limit in the amount of $3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

(Paragraphs deleted)

7.9.3 Workers' Compensation/Employer's Liability Insurance to apply for all employees in compliance with the Workers' Compensation Law of the State of Missouri (or a qualified self-insurer) and all applicable federal laws and Employer's Liability in an amount of no less than $1,000,000.

7.9.4 Excess Umbrella liability with a limit of no less than $1,000,000 in excess of the above policies.

(Paragraphs deleted)

7.9.5 Such policy or policies shall be written through a company duly authorized to do business in the State of Missouri and having agents upon whom service of process may be made in the State of Missouri, and with an A.M. Best Rating of A-XI or higher. The Professional Liability, Commercial General Liability, Automobile and Umbrella policies shall be endorsed to name COUNTY as an additional insured and provide for thirty (30) days advance written notice of any material change to or cancellation of the policies. A waiver of subrogation endorsement shall be endorsed on each of the policies. The policy shall specifically state that the insurance required by this section, as it pertains to the COUNTY, shall be primary insurance and any other insurance of self-insurance programs maintained by COUNTY is strictly excess and secondary. CONSULTANT shall, prior to the commencement of any work, provide COUNTY with valid Certificates of Insurance evidencing the insurance required by this section together with a copy of the required endorsements. COUNTY reserves the right to require a certified copy of such policies upon request.

§ 1.5 ADDITIONAL SERVICES
§ 1.5.1 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 1.5 shall entitle the Architect to compensation pursuant to Section 4.2 and an appropriate adjustment in the Architect’s schedule.

§ 1.5.2 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information set forth in A295–2008, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement method;

2. Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or sustainability certification programs;

3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

5. Preparing digital data, in a format other than previously agreed to, for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;

6. Preparation of design and documentation for changes the Owner requests after acceptance of the Guaranteed Maximum Price;

7. Preparation for, and attendance at, a public presentation, meeting or hearing;

8. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

9. Evaluation of the qualifications of bidders or persons providing proposals;

10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or

11. Assistance to the Initial Decision Maker, if other than the Architect.
§ 1.5.3 To avoid a delay on the Project after the establishment of the Guaranteed Maximum Price, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or part of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor’s requests for information that are not prepared in accordance with the GMP Documents or where such information is available to the Contractor from a careful study and comparison of the GMP Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation of revision of Instruments of Service;

.4 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.5 To the extent the Architect’s services required by Section 1.1 are affected, providing Construction Phase services 60 days after the date of Substantial Completion of the Work.

§ 1.5.4 The Architect shall provide Construction Phase services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 ( ) visits to the site by the Architect over the duration of the Project during construction

.3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the GMP Documents

.4 ( ) inspections for any portion of the Work to determine final completion

§ 1.5.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

ARTICLE 2 OWNER’S RESPONSIBILITIES
The Owner’s responsibilities are as set forth in the accompanying A295–2008.

(Paragraphs deleted)

ARTICLE 3 OWNERSHIP OF DOCUMENTS
Ownership of documents shall be in accordance with Section 7.1 of the St. Charles County – DLR, Inc. COVID-19 Agreement, as follows:

"All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to COUNTY within ten (10) days after receipt of written notice. Any reuse of documents by COUNTY without written verification or adaptation by CONSULTANT for the specific purpose intended will be without liability to CONSULTANT."

ARTICLE 4 COMPENSATION
§ 4.1 The Owner shall compensate the Architect for services as follows:

Maximum Amount Not-To-Exceed Compensation

(Paragraph deleted)

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis by the 5th of the subsequent month for all Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, based on a percentage of the work completed during the billing month. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which each expense was associated. Where
prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursable. The statement shall show a summary of Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent additional of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT’S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records Costs by employee category.

§ 4.2 For Additional Services that may arise during the course of the Project, including those under Section 1.5, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Mutually agreed upon Lump Sum based on calculation of estimated hours and rates as shown in Paragraph 4.6.

§ 4.3 Compensation for Additional Services of the Architect’s consultants when not included in Section 4.2, shall be the amount invoiced to the Architect plus Zero percent ( 0 %), or as otherwise stated below:

Mutually agreed upon Lump Sum based on calculation of estimated hours and rates as shown in Paragraph 4.6.

§ 4.4 Where compensation for Services described in Section 1.1 is based on a stipulated sum or percentage of the Guaranteed Maximum Price, the compensation for each phase of services shall be as follows:

<table>
<thead>
<tr>
<th>DOC Improvements:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Conceptualization Phase:</td>
<td>Zero</td>
<td>percent</td>
</tr>
<tr>
<td>Criteria Design Phase:</td>
<td>Zero</td>
<td>percent</td>
</tr>
<tr>
<td>Detailed Design Phase:</td>
<td>Zero</td>
<td>percent</td>
</tr>
<tr>
<td>Implementation Documents Phase:</td>
<td>Fifty Four and 59/100th</td>
<td>percent</td>
</tr>
<tr>
<td>Construction Phase:</td>
<td>Forty Five and 41/100th</td>
<td>percent</td>
</tr>
<tr>
<td>Closeout Phase:</td>
<td>Zero</td>
<td>percent</td>
</tr>
<tr>
<td><strong>Total Basic Compensation</strong></td>
<td>one hundred</td>
<td>percent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bridge Connector:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Conceptualization Phase:</td>
<td>Zero</td>
<td>percent</td>
</tr>
<tr>
<td>Criteria Design Phase:</td>
<td>Nineteen and 15/100th</td>
<td>percent</td>
</tr>
<tr>
<td>Detailed Design Phase:</td>
<td>Zero</td>
<td>percent</td>
</tr>
<tr>
<td>Implementation Documents Phase:</td>
<td>Forty Eight and 37/100th</td>
<td>percent</td>
</tr>
<tr>
<td>Construction Phase:</td>
<td>Thirty Two and 48/100th</td>
<td>percent</td>
</tr>
<tr>
<td>Closeout Phase:</td>
<td>Zero</td>
<td>percent</td>
</tr>
<tr>
<td><strong>Total Basic Compensation</strong></td>
<td>one hundred</td>
<td>percent</td>
</tr>
</tbody>
</table>

§ 4.5 Compensation is based on a Lump Sum Amount distributed as follows:

<table>
<thead>
<tr>
<th>DOC Improvements:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Documents Phase:</td>
<td>$349,645.00</td>
</tr>
<tr>
<td>Construction Phase:</td>
<td>$290,800.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$640,445.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bridge Connector</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Criteria Design Design</td>
<td>$59,745.00</td>
</tr>
<tr>
<td>Implementation Documents Phase</td>
<td>$150,875.00</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>$101,315.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$311,935.00</td>
</tr>
</tbody>
</table>

Init. / User Notes:
§ 4.6 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth in the Proposal attached as Exhibit B to the St. Charles County – DLR, Inc. COVID-19 Agreement, and as identified below:

The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Expert</td>
<td>$365/hour</td>
</tr>
<tr>
<td>Project/Discipline Leader</td>
<td>$235/hour</td>
</tr>
<tr>
<td>Senior Professional</td>
<td>$175/hour</td>
</tr>
<tr>
<td>Professional</td>
<td>$145/hour</td>
</tr>
<tr>
<td>Professional Support</td>
<td>$115/hour</td>
</tr>
<tr>
<td>Technical</td>
<td>$90/hour</td>
</tr>
<tr>
<td>Clerical</td>
<td>$70/hour</td>
</tr>
<tr>
<td>Security Principal (R&amp;N)</td>
<td>$250/hour</td>
</tr>
<tr>
<td>Senior Security/Detention Specialist (R&amp;N)</td>
<td>$190/hour</td>
</tr>
<tr>
<td>Security/Detention Specialist (R&amp;N)</td>
<td>$160/hour</td>
</tr>
<tr>
<td>Security Technical Support (R&amp;N)</td>
<td>$110/hour</td>
</tr>
<tr>
<td>Security Clerical (R&amp;N)</td>
<td>$55/hour</td>
</tr>
</tbody>
</table>

§ 4.7 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 4.7.1 Reimbursable Expenses are in addition to compensation for the Architect’s professional services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, in accordance with Section 4.3 of the St. Charles County – DLR, Inc. COVID-19 Agreement, and as follows:

§ 4.3 REIMBURSABLES

4.3.1 Direct nonsalary expenses, entitle Reimbursables, directly attributable to the Project will be charged at actual cost, and shall be limited to the following:

a) Identifiable transportation expenses in connection with the Project. Transportation to locations outside the area of St. Charles, Lincoln, St. Louis, Franklin and Jefferson Counties and St. Louis City in Missouri and Calhoun, Jersey, Madison, St. Clair and Monroe Counties in Illinois or from locations outside the aforementioned Counties or City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT’S personnel subject to the above limitations. Meals for travel inside the Counties or City mentioned in Subsection (a) above will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT’S employees from one of CONSULTANT’S offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn.

c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between the CONSULTANT’S various permanent offices. The CONSULTANT’S field office at the Project site is not considered a permanent office.

d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement.

e) Identifiable testing costs approved by Contract Administrator.

f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses.

(Paragraphs deleted)
4.3.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 4.1 is a limitation upon, and describes the maximum extent of, COUNTY'S obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder. If COUNTY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in this Section 4.3, CONSULTANT shall notify Contractor Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.

(Paragraphs deleted)

§ 4.9 PAYMENTS TO THE ARCHITECT

§ 4.9.1 An initial payment of Zero ($0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 4.9.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % Monthly (12% per annum)

§ 4.9.3 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.

§ 4.9.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution pursuant to mediation provisions set forth in Sections 13.3 of the A295-2008, as follows:

"13.3 MEDIATION

13.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Project except those waived as provided for in Sections 10.2.4, 10.2.5, and 13.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

13.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Owner-Contractor Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 13.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

13.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof."

§ 5.2 If the parties do not resolve a dispute through mediation pursuant to this Section 5, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
§ 5.3 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 5.2.

(Paragraph deleted)

§ 5.4 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in A295–2008. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 5.4.1 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 6.7.

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 6.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 6.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 6.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 6.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 6.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 6.7.

§ 6.7 Termination Expenses are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.

§ 6.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 4.8 of this Agreement as well as the A295–2008.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A295–2008.
§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 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.

§ 7.7 [Reserved]

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 7.9 Consultant is providing Architectural and Engineering planning services ONLY. Consultant’s services do not involve a scientific evaluation of virus protection protocols, epidemiology or immunology considerations, an analysis of prevention protocols, alternatives or any medically related advise. Consultant’s services in no way represent, warrant, or promise that the result of Consultant’s services will prevent the spread of an infectious disease or death from an infectious disease. Any scientific or medical evaluations of the efficacy of any particular portion of the Work shall not be the responsibility of the Consultant.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

ARTICLE 9 SCOPE OF THE AGREEMENT
§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:
   .2 AIA Document A295—2008, General Conditions of the Contract for Integrated Project Delivery
   .3 AIA Document E201™—2007, Digital Data Protocol Exhibit, if completed, or the following:
   .4 Other documents:
      (List other documents, including the Architect’s scope of services document, hereby incorporated into the Agreement.)
This Agreement entered into as of the day and year first written above.

OWNER (Signature)  

ARCHITECT (Signature)  
Timothy A. Gibson, AIA  
Vice President  
DLR Group inc., a Kansas corporation  

(Printed name and title)  
(Printed name and title)