

Exhibit A

October 5, 2023

City of Kirksville
119 E. McPherson Street
Kirksville, MO 63501
Attn: Chief Scott Williamson

**RE: City of Kirksville
New Police / Public Safety Facility
Project # 23105**

This agreement authorizes **Archimages, Inc.** to provide Architectural, Interior Design and/or Planning Services for the project named above. The general Scope of Work and Fee basis is as described below. Consultant's Fees and Fee advance requirements are included only as specified.

Phase 1 (Pre-Bond Referendum) Scope:

Provide Architectural and limited Civil Engineering to develop conceptual level space programming and facility design analysis documents to be utilized for a proposed bond referendum process (Phase 1). Limited Interior Design, Structural, or MEP Engineering is required in Phase 1. Comprehensive Architectural and Engineering services will be included in Phase 2 (post referendum). The following scope elements are included in this initial phase 1 of the design process:

1. **Space Program:** Provide detailed analysis of space program needs for a proposed new police facility. Scope is based on the programming data presented in the RFQ prepared by the City of Kirksville. Archimages will conduct (1) programming work session with a steering committee (assembled by the City) to review space needs and industry standards for police facilities. A detailed space programming document will be produced for review by the City. Preferred adjacencies, single or 2 story options, and special room requirements will be noted. Circulation and building gross factors will be included.
2. **Code Analysis:** Provide federal, state and local code analysis associated with an essential service public safety facility.
3. **Site Selection:** Based on space program sizes, we will provide preliminary site analysis of multiple site locations to be selected by the City. We have included a maximum of 2 sites to be studied during this process. Site studies to include:
 - Overall facility configurations.
 - Site circulation, access, parking (public and fleet).
 - Phasing options of building and site development if required.
 - Determination of overall property size requirements and configuration.
 - Documentation of available utility data (locations and capacities).
 - Research of local design criteria and zoning requirements. No formal submissions or local approval processes are included in phase 1.
 - Preliminary analysis of grading and storm water control. (No formal calculations / submissions included during this phase.) Detailed civil and landscape plans to be included in phase 2.

- Notes:
 - i. Required ALTA survey costs (per site) will be separate from this proposal and contracted direct to the City. City to provide design team with all available survey documentation available on sites to be studied.
 - ii. Geotechnical, Environmental studies (per site) will be under separate contracts direct to the City. Archimages will assist with acquisition of competitive proposals for these services, if required.
 - iii. No traffic studies are included.
- 4. Based on approved space program documents and preferred site selection, we will provide limited conceptual floor plan layouts for the police facility. Plans will be conceptual in format to confirm overall size and configurations only. Based on site availability we have included (1) single story and (1) two story plan option. Detailed floor plans will be provided in phase 2.
- 5. Based on approved site and floor plan configurations, we will provide exterior massing and color/materials design concept. Intent is to show overall architectural style. Detailed exterior elevations and final material selections/samples will be provided in phase 2. We have included (1) rendering of the main façade for presentation purposes.
- 6. Structural and MEP engineers will provide preliminary analysis and systems options for the approved design direction. Written narratives will be provided defining design approach, and cost impacts. Detailed engineering documents will be provided in phase 2.
- 7. Based on approved design concepts listed above, we will provide (1) conceptual cost opinion. Cost opinion will be conceptual and include contingency and escalation factors. These opinions are not guarantees of competitive bid amounts obtained in a formal bid process. A cost per square foot format will be utilized for this process.
- 8. Required Meetings (Phase 1):
 - (1) Initial programming work session.
 - (1) Space program and concept site / building footprint review session.
 - (2) Concept site / building footprint revisions and conceptual cost opinion review session.
 - (2) Phase 1 design update presentations to City Council. (coordinate same date as committee review sessions listed above)
 - (1) Bond referendum strategy session
 - (2) Bond referendum public work sessions
- 9. Bond referendum services to include:
 - Development of Site, Floor Plan and Exterior Rendering graphics for promotions.
 - Construction Cost Opinion to include in funding calculations to achieve bond funding amounts. Actual legal bond language by the City.
 - Development of electronic presentation for public work sessions to inform attendees of project needs , process to date and design concepts.
 - Attendance at (2) public work sessions to present project design and Q&A
 - Assistance with City social media/communications strategy. Actual media production and delivery by others.

Fee Structure (Phase 1):

Archimages will perform the Phase 1 services outlined in this proposal under a **guaranteed maximum (GM) fee** format. If at the end of the process we have not utilized the entire fee it will result in cost savings to the owner.

Architectural	- \$ 31,400.00
Civil	- \$ 4,600.00
Structural	- \$ 2,550.00
MEP,FP,LV	- \$ 5,500.00
Total Phase 1	\$ 44,050.00

Phase 2 (Post bond referendum) Scope:

Note: Phase 2 to begin immediately after successful bond election process (April 2024).

a. Construction Documents Phase:

- Based on the approved Phase 1 Design package, Archimages will develop a comprehensive set of construction documents and specifications from all disciplines for permits, bidding, and construction purposes.
- Our construction documents will include working drawings and technical specifications sections as required in a Revit format. 3D modeling will be used for design and coordination efforts. Animations, if required, will be a potential extra service.
- The design team will coordinate the data/phone/low voltage/security/AV/Communications systems design requirements with the Owner's IT Department/selected vendors to show required structured box and raceway rough in's and cabling. The team will collaborate with the Owner's IT Department to identify preferred vendors and selected equipment.
- Details of the design for telecom, paging systems, audio-visual, and access control systems will be coordinated with the Owner's IT Department and preferred vendors. Vendors responsible for all selection and detailed drawings for low voltage equipment.
- Fire Protection will define basic requirements and provide for a delegated design of the details of the system by the selected subcontractor.
- Structural Foundation Design assumed to be standard spread footings. No specialty design is anticipated or included at this time due to lack of geotechnical information. ICC 500 design requirements are included.
- We have anticipated that CD's will go out in one phased construction package for permits, bidding, and construction. Construction delivery method is assumed to be Design-Bid-Build format.
- We have included a 50%, 75%, and 90% review work session with the City steering committee.

b. Bidding Phase:

- Assist City with advertisement of public bid process.
- Ensure bid documents are available electronically to interested General Contractors.
- Coordinate and attend one pre-bid meeting.
- All disciplines will answer questions and produce any necessary addenda during the final bid process.
- Collect and prepare analysis of accepted bids on bid day.
- Attend one (1) bid review work session with City Council.
- Coordinate one (1) round of interviews with prospective qualified bidders.
- Assist with contract development through preferred General Contractor.

c. Construction Administration:

- Coordinate and attend one pre-construction meeting.
- All disciplines will review shop drawings and submittals, answer contractor requests for information (RFI's).
- Monthly site observation trips will be made during construction by Archimages for observation of the construction progress and to answer any contractor questions as well as review certification of pay applications. On non-site visit weeks, we suggest a conference call with the G.C. and Owner for coordination purposes.
- Architectural/Interior visits – 15 total
 - Engineer visits – as directed by Archimages
- As-built record drawings will be provided by the G.C.

2. SERVICES NOT INCLUDED:

The following services are not included in the proposed scope of services.

- a. ALTA Land survey services, including plating, if necessary, are provided by the Owner.
- b. Geotechnical testing/reports will be provided by the Owner.
- c. Environmental studies or abatement plans.
- d. Design offsite utilities.
- e. Traffic studies, site distance studies.
- f. Traffic signalization design.
- g. Public roadway design.
- h. Grant applications.
- i. LEED Certification.
- j. FEMA storm design.
- k. Flood studies.
- l. MEP systems commissioning and building envelope commissioning.
- m. Construction Testing

Fee Structure (Phase 2):

The fee structure below outlines compensation levels for all **Phase 2 services**. Currently, Phase 2 fees are presented as a (%) percentage of final construction value (TBD in phase 1). At the conclusion of phase 1 (assuming a successful bond election outcome), we will translate the percentage fee into a guaranteed maximum fee based on the approved Phase 1 cost opinion.

Basic Services:

Architecture, Civil, Landscape, Structural, Mechanical, Electrical, Plumbing, LV and Fire Protection:

7.8-8.25% of the construction cost opinion value developed during phase 1.

(Optional) Supplemental Services:

Furniture and Signage coordination and design services can be provided for an additional fee if requested. We will develop a scope of services and provide a separate proposal once a scope has been determined.

Reimbursable project expenses will be an additional charge at cost plus 10% and include, but is not limited to, printing, mileage, web meetings, project photographs, courier, plots, and artist renderings.

Note: All fees for any required planning, engineering, or permitting that may be required by Authorities Having Jurisdiction are to be paid by the Owner and will be considered a reimbursable expense.

Invoices are sent monthly and due upon receipt. Charges will be due within thirty (30) days of the invoice date. Interest will be charged on unpaid balances at the rate of one and one-half percent (1-1/2%) per month compounded monthly.

This proposal allows the Architect to include photographic or artistic representations of the design of the Project among the Architect's promotional, social media, and professional materials. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

Thank you for allowing us the opportunity to submit this proposal. Please do not hesitate to call with any questions.

This proposal document will be considered our contract for the duration of the Phase 1 services. At the conclusion of Phase 1 we will translate the Phase 2 percentage fee structure into a formal guaranteed maximum fee and issue a contract amendment including a revised proposal as an Exhibit 'A' to a AIA B101 contract.

OWNER:

The City of Kirksville
119 E, McPherson Street
Kirksville, Missouri 63501

ARCHITECT:

Archimages, Inc.
143 West Clinton Place
St. Louis, Missouri 63122

By:

By: Roy A. Mangan, RA
Principal

Date:

Date: October 5, 2023

NOTICE TO OWNER:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.