

BILL NO. 04-06-2025

ORDINANCE NO. 5954

AN ORDINANCE RATIFYING A CONTRACT OF THE WARRENSBURG PARK BOARD WITH WARNER, NEASE & BOST ARCHITECTS TO DESIGN THE WARRENSBURG COMMUNITY CENTER FRONT DESK & LOBBY AREA, AS SPECIFIED IN THE CITY'S SCOPE OF WORK AND CONTRACTORS' PROPOSAL, SUBMITTED TO THE CITY OF WARRENSBURG.

WHEREAS, for the purpose of an improved public greeting and facility traffic monitoring throughout the Community Center, a new front desk entrance and lobby area design and construction project was proposed and approved for the 2024-2025 budget in the amount of \$120,000.00; and

WHEREAS, \$60,000 of this funding comes from the Marian H. Glazebrook Estate as a donation and the other \$60,000 comes from the approved Parks & Recreation budget; and

WHEREAS, the first phase of the project will include the design of the Front Desk and Lobby area. The second and final phase of the project will include the construction of the Front Desk Lobby area, which comes after the design phase is completed. And, the second phase will be bid using the design documents prepared in the first phase and will be brought back to the Park Board and City Council for approval; and

WHEREAS, the vision for the front desk is to be centrally located in front of the entrance doors, providing a more welcome presentation and improved traffic monitoring within the facility. This concept was discussed with the Parks & Recreation Board at the time of budget approval. And, the Request for Qualifications (RFQ) was developed by staff, looking at other city Community Center examples, and following an existing format for the city RFQ process, which was reviewed by the City of Warrensburg Legal Counsel; and

WHEREAS, the Community Center Front Desk Improvement Project was advertised publicly and sent directly to 6 companies that indicated interest and requested a bid package. Of those 6 companies, 4 companies turned in a response to the Request for Qualifications (RFQ); and

WHEREAS, a Project Selection Committee made up of the Parks & Recreation Director, Parks & Recreation Assistant Director, the Interim Public Works Director, the Park Board Chairman, the Park Operations Superintendent and Recreation Services Manager officially scored the 4 RFQ entries. From the Committee scoring, Warner, Nease & Bost Architects of Kansas City, Missouri scored the highest of all the applicants. These 4 RFQ proposals were also reviewed by the Parks & Recreation Buildings & Grounds Committee and approved by the Parks & Recreation Board; and

WHEREAS, the Parks & Recreation Director and Assistant Director are working with the current City of Warrensburg Contract Services Advisor, Todd Sweeney of Navigate Solutions. Mr. Sweeney provided Warner, Nease & Bost Architects with an AIA Agreement Document for consideration, which was also reviewed by the City Attorney for the City of Warrensburg. The AIA Document is Attachment A and was agreed upon by Warner, Nease & Bost Architects; and


WHEREAS, the Park Board is hereby requesting consideration and ratification of their selection of Waner, Nease and Bost Architects for the design of the Front Desk and Lobby area of the Warrensburg Community Center by the Warrensburg City Council.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WARRENSBURG, MISSOURI AS FOLLOWS:

Section 1. The Warrensburg Park Board agreement with Waner, Nease and Bost Architects for the design of the Front Desk and Lobby area of the Warrensburg Community Center, as specified in the City's Scope of work and Contractors Proposal, submitted to the City of Warrensburg and approved by the Board is ratified and approved by the City Council for execution by the Parks and Recreation Department.

Section 2. This Ordinance shall be in full force and effect after its passage by the Warrensburg City Council.

Passed in open session this 28th day of April 2025.



Bruce Uhler, Mayor

Attest:



Jodi L. Schneider, City Clerk





Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 28 day of April in the year 2025.

BETWEEN the Owner:

(Name, legal status, address and other information)

Warrensburg Parks Board
445 East Gay Street
Warrensburg, MO 64093

and the Architect:

(Name, legal status, address and other information)

WNB Architects
517 Delaware
Kansas City, Missouri 64105

for the following Project:

(Name, location and detailed description)

Warrensburg Community Center Front Desk Improvement Project

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. 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. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

- Architecture & Interior Design
- Interior Signage Details
- Furniture Selection
- Audio Video System Relocation
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design (with an estimate of cost), which shall be set forth in drawings and other documents appropriate for the Project and that are consistent with the Owner's approved project budget. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents as required for the Public Bidding of the work in accordance with Missouri State Statutes and so that the construction contract bid from a responsive, responsible bidding contractor will be less than \$100,000 or the last estimate agreed upon by all parties prior to Project Bidding. The Architect shall be responsible for redesigning at its own expense to reduce scope to get within budget.

During the Design Phase the Architect shall also coordinate its services with any consulting services the Owner provides and assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish services not provided by the Architect, but required for the Project, if any. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation due under this agreement for the services completed by the Architect. No further compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose.

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User Notes:

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Owner agrees not to sell the Instruments of service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of Service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

The Owner may terminate this agreement for convenience after giving the Architect seven day's written notice. In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

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.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

The Owner shall pay the Architect a lump sum fixed amount of \$20,000.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus 0 percent (0% %) up to a not to exceed amount of \$2,500.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest from the date payment is due at the legal rate prevailing in the State of Missouri.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing; Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; or providing services necessitated by the Contractor's failure to perform. Preparation of Change Orders which are not initiated by the Owner shall not be considered an additional service and will be provided, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

In providing estimates of probable construction cost, the Owner understands that the Architect has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Architect's estimates of probable construction costs are made on the basis of the Architect's professional judgement and experience. The Architect makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Architect's estimate of probable construction cost.

If at any time the Architect's estimate of probable construction cost (or the actual bids received) exceeds the Owner's budget for the cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the cost of the Work and the Owner shall cooperate with the Architect in making such adjustments.

The Architect shall provide certificates of insurance to the Owner that evidence compliance with the following requirements and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the Owner shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement.

The Owner shall be named an Additional Insured under the following policies:

- i. Commercial General Liability \$1,000,000
- ii. Auto Liability \$1,000,000
- iii. Worker Compensation Insurance per Statutory Limits
- iv. Professional Liability Insurance \$ 2,000,000

The Architect shall indemnify and hold the Owner and the Owner's officers and employees and NAVIGATE Building Solutions harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend (except with respect to matters covered by the Architect's comprehensive general liability policy). The Architect's duty to indemnify the Owner and the Owner's officers and employees under this Section shall be limited to the policy limits for the insurance policies that the Architect is required to obtain pursuant to the provisions of this Agreement.

EXHIBIT A – WNB Architects Schedule of Hourly Rates – 2025, shall be made part of this agreement.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

Exhibit A

WNB ARCHITECTS SCHEDULE OF HOURLY RATES - 2025

Architectural

Principal.....	\$ 200.00
Assoc./ Sr. P.M.	\$ 180.00
Project Manager.....	\$ 150.00
Designer	\$ 100.00
Administrative.....	\$ 50.00
