



AIA[®] Document B727[™] – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the day of in the year

BETWEEN the Owner:

(Name, legal status and address)

City of Lawrence
City Hall
6 East 6th Street
Lawrence, KS 66044

and the Architect:

(Name, legal status and address)

Wilson Estes Police Architects, PA, Subchapter S Corporation
523 Walnut Street
Kansas City, MO 64106

for the following Project:

(Include detailed description of Project, location, address and scope.)

Lawrence Police Facility
City Of Lawrence, Kansas
Needs Assessment, Existing Facilities Evaluation, and Site Analysis

The Owner and the Architect agree as set forth below.

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.

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

Method and means of compensation

A comprehensive Need Study based on the development of a program that meets the current and future space needs of the Lawrence Police Department, and an analysis of development scenarios that best meet the programmed space; an evaluation of identified sites that support the programmatic requirements; the establishment of probable development costs; and the analysis of existing facilities. Detailed elements of the study are as follows:

1.0 Programming

1.1.1 On-Site Information Gathering: The Architects will lead meetings with a group representing a cross-section of the departments affected. At a minimum, this group should consist of key law enforcement managers. Primary goals of these interactive meetings will be to review the operations of the department, evaluate potential growth in the staffing of the department, and determine and catalog all individual functional elements and their relationship to each other. (Functional elements are comprised of personnel, activities, and accessory support functions that dictate a specific space requirement, which in the design phase will become a room).

1.1.2 Growth Analysis: Estimate facility needs out to 20 years (planning horizon) through the forecasting of department personnel for the planning horizon. Projections shall be developed by applying the City's anticipated percentage population increase for the period (from accepted figures) to the current year departmental personnel count. Additional personnel adjustments will be made in response to projected policing trends (if the appropriate data is available).

1.1.3 Work Station Standards Development: One component factored into the determination of space assigned to a specific functional element is the use of planning standards. This can come in many forms, but is primarily related to the size of a workstation, seating, locker, or table requirement to perform a task, or multiple tasks within the functional element. It can also be a standard for a room size based on the area required to perform a known set of tasks. Utilize WEPA's database of workstation standards for law enforcement departments.

1.1.4 Square Footage Development: Utilizing specific data obtained in the on-site group meetings, and the development of planning standards, apply the proper area required to each functional element utilizing WEPA's database of national averages for law enforcement facilities.

1.1.5 Parking/ Site Needs: Determine peak demand parking requirements, and all site area space needs to establish minimum site acreage.

1.2 Development Options

1.2.1 Floor Plates / Building Configuration: From a determination of the functional elements in the programming task and the space required for those elements, including circulation space, walls, and all other space that composes the gross square footage of the building, establish; 1) the most probable floor level that any specific functional element, or group of functional elements may likely occupy, and the resulting use area of each floor; 2) the relationship of common groupings of functional elements within the separate floor plates and the circulation connecting the groupings both horizontally and vertically; and 3) the resulting footprint of the building(s).

1.2.2 Determine the minimum site area requirements. Utilizing the established program elements, develop hypothetical site diagrams representing both a high density and a low density site development configuration. Diagrams will indicate a generic building footprint, building access points, parking and access drives, and future expansion capabilities.

1.2.3 From the determination of minimum site area requirement, evaluate up to five sites identified by the City for development to meet the established programmatic requirements. Site evaluation will consider the physical capability of the site to support all programmatic requirements and to meet departmental operational goals.

1.3 Cost Estimate

1.3.1 Utilizing our database for facilities built around the country over a lengthy time period, we will apply typical public safety facility construction costs adjusted for the region and the current construction climate, and projected to a future point in time.

1.4 Existing Facilities Documentation

1.4.1 Document all facilities currently utilized by the Lawrence Police Department. Documentation to include the identification and operational use for each structure, the total area of existing space for that function, and identification of space within any existing facility that could not reasonably be expected to support its intended purpose.

1.4.2 Based on a cursory evaluation of the physical and functional condition of the existing facility space, identify the pros and cons pertaining to the continued use of the existing space for its intended use.

1.5 General Tasks

1.5.1 Develop a written report documenting the revisions made to the previous study. Submit draft report for review and follow-up meetings between the Architect and law enforcement personnel.

1.5.2 Refine and revise final report.

1.5.3 Present the final results to City/ County Officials.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

3.1 The Owner shall be deemed the owner of the instruments of service prepared by the Architect and the Architect's consultants including the facility needs assessment and all drawings, data, renderings, and reports. The Owner shall have all common law, statutory and other reserved rights, whether or not the Project is completed or this Agreement is terminated before or after the instruments of service are complete.

3.2 Without limiting the generality of Section 3.1, the Owner may use the instruments of service for maintenance, planning, renovations of and additions to the Project, and the Owner may permit qualified professionals to reproduce all or portions of the instruments of service (including the design embodied in those instruments of service) for incorporation into instruments of service to be prepared by such other qualified professionals for renovations of or additions to the Owner's facilities if those professionals assume all responsibility for the resulting instruments of service and remove all references to the Architect and the Architect's consultants from the resulting instruments of service.

3.2.1 In the event the Owner uses the instruments of service without retaining the author of the instruments of service, the Owner releases the Architect and the Architect's consultant(s) from all claims and causes of action arising from such uses. The owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action

asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the instruments of service under this Section 3.2.1. The terms of this Section 3.2.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.1.

(Paragraphs deleted)

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 The Owner and the Architect shall endeavor to resolve claims, disputes and other matter in question between them by negotiation in good faith. If negotiation fails to resolve a dispute, then the parties agree the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in Douglas County, Kansas.

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party 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.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. 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.

§ 5.3 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 5.4.

§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of Kansas..

§ 6.2 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement within the time period specified by applicable law.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and 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.

§ 6.5 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.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous

materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;

(Paragraphs deleted)

- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;

- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

(Paragraph deleted)

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF zero (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

A stipulated sum of \$37,400, plus reimbursable expenses.

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of one-point-one (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable thirty (30) days from the date 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 interest agreed upon.)

| 2 % annual

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 OTHER CONDITIONS 9.1 Schedule of deliverables:

9.1.1 Delivery of draft document by April 2, 2012 (will not include evaluation of sites identified by the Owner for possible project development).

9.1.2 Final report due no later than May 1, 2012.

9.2 The Architect shall comply with the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1030, et seq.

9.3 To the extent allowed by law, the Architect shall indemnify, defend (with counsel acceptable to the Owner) and hold harmless the Owner from and against all damages, losses and claims, including but not limited to attorneys' fees, arising in whole or in part out of the negligence, error, omission or failure of performance by the Architect, its employees, agents, or consultants, or the breach of this Agreement or any implied covenants deemed to be applied thereto by the Architect or its employees, agents or consultants. The Architect's obligations under this Section shall survive completion of services or termination of this Agreement.

9.4 The Architect shall, at its sole cost and expense, maintain the following insurance during the duration of this Agreement.

9.4.1 Professional Liability.....\$1,000,000 per claim, and aggregate.

9.4.2 Commercial General Liability

9.4.2.1 \$500,000, (each occurrence)

9.4.2.2 \$500,000, (aggregate)

9.4.2.3 Includes personal injury; products/completed operations; contractual liability and independent contractors.

9.4.3 Worker's Compensation: The Consultant shall retain Worker's Compensation Insurance in the statutory amounts.

9.4.4 Employer's Liability:

9.4.4.1 Bodily Injury by Accident \$100,000, (each accident)

9.4.4.2 Bodily Injury by Disease \$500,000, (policy limit)

9.4.4.3 Bodily Injury by Disease \$100,000, (each employee)

9.5 Automobile Insurance: The Consultant shall maintain a policy in the minimum amounts as required for general liability to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

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

OWNER

ARCHITECT

(Signature)

Aron E. Cromwell Mayor

(Printed name and title)

(Signature)

James Estes Vice-President, WEPA

(Printed name and title)

(Table deleted)(Paragraphs deleted)