University of Missouri System

«ProcessFields_MasterCommitmentDate»

RE: «MasterCommitment_Number» - «ProcessFields_MasterCommitmentTitle»
«ProcessFields_FullCampusName»

Please electronically sign using the UM System construction management software. An executed copy will be returned to you via email.

For your convenience, the updated version of the UM Consultant Procedures and Design Guidelines is available at: *https://www.umsystem.edu/ums/fa/facilities/guidelines/*

When submitting your agreement, you will be required to confirm you have included certificates of insurance or copies of your insurance policies verifying you are covered by:

1. Comprehensive General Liability (CGL)
   A CGL policy listing "The officers, employees, and agents of The Curators of the University of Missouri" as additional insured in the amounts stated in 2.1.10.3
2. **Auto Liability showing Any Auto OR Hired, Owned, or Non-Owned coverage in the amounts stated in 2.1.10.4.**
3. Professional Liability in the amounts stated in 2.1.10.5 and Exhibit A.
4. Worker's Compensation (employer's liability) in the amounts stated in 2.1.10.6.

The certificates must state, or the policies must be endorsed to read coverage will not be canceled or altered until after the Owner has received 10 days prior written notice.

Forward all correspondence on this project to «ProcessFields_ProjectManager» as Project Manager. All work and changes to original written project scope must be approved and authorized by the Project Manager. Payment will be made only for approved work.

Please submit invoices for this project using the UM System construction management software.

All payment requests for professional services should be forwarded directly to the Project Manager.

UNIVERSITY OF MISSOURI

STANDARD CONSULTANT AGREEMENT
BETWEEN OWNER AND CONSULTANT

THIS AGREEMENT is made as of the «Processfields_Mastercommitmentdate» day of «ProcessFields_MasterCommitmentDate» in the year «Processfields_Mastercommitmentdate» between

The Owner: The Curators of the University of Missouri

and

The Consultant: «COMPANY_NAME»
«COMPANY_ADDRESS»
«COMPANY_CITY», «COMPANY_STATE», «COMPANY_ZIP»

For the following project: «MASTERCOMMITMENT_NUMBER»
«PROCESSFIELDS_MASTERCOMMITMENTTITLE»
«PROCESSFIELDS_FULLCAMPUSNAME»

(hereinafter called "the Project"), as more particularly described in the Project Description contained in Exhibit A and the Consultant's Hourly Rate Schedule in Exhibit B, which are attached hereto and incorporated herein by reference. The Owner will employ the Consultant to perform professional services for the Project on the terms and conditions hereinafter set forth. This Agreement shall commence upon execution of the Agreement and shall expire upon completion of all services described herein.

ARTICLE 1
GENERAL

1.1 The Owner and the Consultant, for the consideration hereinafter set forth, agree as follows:

1.2 The Consultant agrees to perform professional services for the above-named Project in accordance with the Project Description (Exhibit A) and as set forth hereinafter. The Consultant assures the Owner that the Consultant is financially solvent, able to pay its debts and has sufficient working capital to complete the services required herein.

1.3 The Owner agrees to pay the Consultant for such services in the amount set forth in Exhibit A (hereinafter called the "Basic Rate"), subject to the terms set forth herein.

1.4 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

1.5 Nothing contained in this Agreement shall create a contractual relationship between a third party and either the Owner or the Consultant.

ARTICLE 2
BASIC SERVICES

2.1.1 The Consultant's Basic Services shall consist of the phases described as follows and shall include where applicable, but are not limited to, architectural, and structural, civil, mechanical, and electrical engineering services. During each phase of work, the Consultant shall fulfill all requirements and responsibilities as described in the University of Missouri's current Consultant Procedures and Design Guidelines, which are incorporated herein by reference and available at the website identified in Exhibit A. Any deviation from, or deletion to, these requirements and responsibilities must be requested in writing by the Consultant and must be approved in writing by the Owner. The Consultant shall obtain written approval from the Owner before proceeding with each phase. Specific Basic Services applicable to all phases include the following:

2.1.2 The Consultant shall prepare and distribute to the Owner meeting minutes of all meetings, and telephone logs documenting conversations concerning project scope. The Consultant shall attend project review meetings for each phase of the Project unless otherwise directed by the Owner.

2.1.3 It is understood that the Project designed hereunder shall be efficient, economical, reliable, and of proven quality material, and must harmonize architecturally with the buildings upon the University campus and those buildings to be under construction concurrently. In order to accomplish such purpose, the Consultant shall cooperate mutually with the Owner and with other Consultants who might be employed by the Owner.

2.1.4 The Owner's construction budget takes precedent over project space and/or function requirements, unless authorized by the Owner in writing. Budget limitations shall not relieve the Consultant's work from standards of fitness and suitability. The Consultant shall notify the Owner of conflicts between the construction budget and the Project space and/or functional requirements.

2.1.5 All Architectural and Engineering services performed by the Consultant and their Subconsultants shall be supervised by a Professional Architect and /or Professional Engineer respectively, who is currently registered by the State of Missouri. All project drawings and specifications shall bear the seal of the Professional Architect and/or Engineer. The Consultant will furnish the Owner a written list of all Subconsultants. The Consultant and their subconsultants shall possess the degree of care, learning, skill and ability which is ordinarily possessed by members of their profession and the consultant and their subconsultants will exercise such degree of care, learning, skill and ability as is ordinarily employed by architects and engineers under similar conditions and like circumstances.

2.1.6 The selection of the Consultant was predicated on the credentials of the Consultant's key design professionals nominated for the Project, including subconsultants. A key design professional includes, but is not limited to, the Project manager, project architect, and lead engineer of any discipline. The Consultant shall notify the Owner of any change to the Consultants' or Subconsultant's key project design professionals and shall supply the Owner with the credentials of design professionals nominated to replace those no longer on the Project. The Owner reserves the right to approve any change to the Consultants' or Subconsultant's key design professionals.

2.1.7 Estimates of construction costs provided by the Consultant under this Agreement will represent the Consultant's use of the most appropriate methods and accurate data available, and the Consultant's best

judgment as a design professional familiar with the construction industry. Neither the Consultant, nor the Owner, has control over the cost of labor, material, or equipment, or over the Bidder's method of determining competitive bid prices. Therefore, while the Consultant cannot guarantee that the estimate of construction cost will not vary from actual bids, the Consultant recognizes the Owner's interest in receiving dependable estimates of construction costs and will endeavor to provide the Owner with timely estimates based on current information and free from mathematical error.

2.1.8 The Consultant understands that time is of the essence and agrees to perform services under this Agreement in a manner that will not cause undue delay in progress and completion of the Project.

2.1.9 LIABILITY & INSURANCE REQUIREMENTS

2.1.9.1 Liability: The Consultant agrees to indemnify and save harmless The Curators of the University of Missouri and their officers, agents, employees, and volunteers, from and against all loss or expense from any injury or damages to property arising out of the negligent acts, errors, or omissions of the Consultant in the performance of the work required by this Agreement. To the extent a claim, damage, loss, liability, or expense is determined to have been caused by the negligent acts, errors, or omissions of Consultant, Consultant shall reimburse Owner for the reasonable attorneys' fees, costs, and expenses attributable to such negligence as finally determined by settlement, judgment, arbitration award, or other resolution of the claim. The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

2.1.9.2 Insurance: The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the Owner which will afford protection and coverage in accordance with the requirements set forth below. The Consultant shall cause each Subconsultant to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner.

2.1.9.3 Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Consultant and any Subconsultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Subconsultant or by anyone directly or indirectly employed by the Consultant or Subconsultant. The amount of the insurance shall not be less than a minimum of $1,000,000 combined single limit, per occurrence and $2,000,000 general aggregate, for both bodily injury and property damage combined.

2.1.9.4 The Consultant shall provide Comprehensive Automobile Liability that includes coverage for all Owned, Hired, and Non-Owned vehicles. The coverage is to include for protection of the Consultant and Subconsultant or by anyone directly or indirectly employed by either of them. The minimum limit of coverage to be provided is $1,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate.

2.1.9.5 The Consultant shall provide and maintain Professional Liability Insurance, in a claims made form, to cover claims arising out of the negligent acts, errors and omissions by the Consultant, its Subconsultant, or anyone directly or indirectly employed by them. The coverage provided shall not be less than $1,000,000 per claim/$1,000,000 aggregate or the value noted on Exhibit A. The Consultant shall maintain such Professional Liability coverage from the date of this Contract and for a period of ten (10) years after the date of Final Completion.

2.1.9.6 The Consultant shall provide the following: A: Worker's Compensation Insurance for all the Consultant's employees at the site of the Project, and in case any work is sublet, the Consultant shall require any Subconsultant similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. This coverage shall comply in all respects with the requirements of the statutes of the State of Missouri.; and B: Employer's Liability, in a limit no less than $500,000 for each of the three coverages listed for Employer's Liability.

2.1.9.7 All insurance coverages procured by the Consultant shall be provided by agencies and insurance companies acceptable to and approved by the Owner. All coverages should be provided by insurance companies that are licensed to do business in the State of Missouri as an admitted carrier, except that the Professional Liability Insurance required herein may be provided by any insurance company legally authorized to do business in the State of Missouri. The form and content of all insurance

coverage provided by the Consultant are subject to the approval of the Owner. All required coverages shall be obtained and paid for by the Consultant.

2.1.9.8 The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the Commercial General Liability, umbrella/excess and Automobile Liability policies required herein. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the inception date of the contract between the Consultant and the University. The Consultant is required to maintain coverages as stated and required to notify the University of a carrier change or cancellation within two (2) business days. The Consultant shall provide a copy of the policy to the University upon request. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract. Neither the requirement for Additional Insured status nor any of the Consultant's action in compliance with such requirement, either direct or indirect, is intended to be and neither shall be construed as a waiver of any sovereign immunity, governmental immunity or any other type of immunity enjoyed by The Curators of the University of Missouri, the Board of Curators of the University of Missouri, or any of its officers, employees or agents. The Consultant shall request that its insurer(s) include the disclaimer contained in the preceding sentence in any insurance policy, rider or endorsement issued pursuant to this Additional Insured requirement.

2.1.9.9 It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the Owner does not assume any liability for acts of the Consultant, any Subconsultant or their employees in the performance of the Agreement. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Consultant fails to maintain and keep in force the required insurance or to obtain coverage from its subconsultants, the University shall have the right to cancel and terminate the contract without notice. Alternatively, if the Consultant fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Owner may obtain such insurance at the cost and expense of the Consultant without notice to the Consultant.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Consultant shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

2.2.2 The Consultant shall provide a preliminary evaluation of the program and the Project budget requirements each in terms of the other.

2.2.3 The Consultant shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 The Consultant shall provide Life-Cycle Cost Studies of Alternative Building Systems when required in Exhibit A.

2.2.5 The Consultant shall provide energy consumption information for the Project in the form of Btu/sq. ft./year when required in Exhibit A.

2.2.6 Based on the mutually agreed upon program, design concept, schedule, and project budget requirements, the Consultant shall prepare, for review and approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of project components.

2.2.7 When required by the Owner and identified on Exhibit A, the Consultant shall present Schematic Design Documents at a meeting of the University of Missouri Board of Curators. The presentation shall include a color perspective of the Project exterior and a Schematic Design Report consisting of site plans, floor plans, elevations, project cost estimate, and outline specifications of all architectural, structural, civil, electrical and mechanical systems, materials, and such other essentials as may be appropriate. The report shall include a comparison tabulation of gross and assignable floor areas, as designed, and as stated in the Owner's program.

2.2.8 The Consultant shall submit to the Owner, a quantitative estimate of Construction Cost as described in the University of Missouri Consultant Procedures and Design Guidelines, based on the schematic design documents listing line items costs for building systems and components. This estimate should take into account the expected construction start date and duration.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or project budget, the Consultant shall prepare, for review and approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

2.3.2 The Consultant shall submit to the Owner a detailed quantitative estimate of Construction Cost as described in the University of Missouri Consultant Procedures and Design Guidelines, based on design development documents listing line-item costs for building systems and components. This estimate should take into account the expected construction start date and duration.

2.4 CONSTRUCTION DOCUMENT PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope, schedule, or quality of the Project, or in the Project budget authorized by the Owner, the Consultant shall prepare, for review and approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project.

2.4.2 The Consultant shall to the best of their knowledge, information and belief comply with all applicable codes, standards and the Owner's design guidelines in the preparation of project drawings and specifications, unless otherwise authorized by the Owner. The Consultant shall certify such action by including a signed certification statement on the cover page of the drawings. Applicable codes, standards and design guidelines shall include, but not be limited to, those listed in the University of Missouri Consultant Procedures and Design Guidelines.

2.4.3 The Consultant shall prepare documents to include additive alternate bids requested by the Owner to keep the Project within the "Total Construction Amount Available" as shown on Exhibit A. Compensation for such alternates shall be included as part of the Basic Rate.

2.4.4 The Consultant shall assist the Owner in the preparation of the necessary bidding documents as described in the University of Missouri Consultant Procedures and Design Guidelines.

2.4.5 The Consultant shall submit to the Owner a detailed quantitative estimate of construction cost as described in the University of Missouri Consultant Procedures and Design Guidelines, based on Construction Documents before the Owner's final review and approval of the Documents for bidding. The estimate shall reflect current area market conditions. The Consultant shall make no provision for a bidding contingency in the construction estimate.

2.4.6 The Consultant shall prepare a final tabulation of net, net assignable and gross square feet for all building areas as described in the University of Missouri Consultant Procedures and Design Guidelines.

2.5 BIDDING PHASE

2.5.1 The Consultant, following the Owner's approval of the Construction Documents and the latest detailed estimate of Construction Cost, shall assist the Owner in the reproduction and distribution of Construction Documents and in obtaining bids. Reproduction and distribution costs incurred by the Consultant will be a reimbursable expense under this Agreement. The Consultant shall attend the prebid meeting and the bid opening when required in Exhibit A as part of the Basic Rate. The Consultant shall advise the Owner of any adjustments to the previous estimate of construction cost before bid opening.

2.5.2 The Consultant shall prepare and distribute addenda related to document interpretation as outlined in the University of Missouri Information for Bidders, and the University of Missouri Consultant Procedures and Design Guidelines, and as approved by the Owner, which will be incorporated in the contract for construction.

2.5.3 The Consultant shall conduct a thorough review of all bids including the Bidder's Statement of Qualifications and make a recommendation as to lowest responsible and responsive bid(s) in compliance with the contract documents.

2.5.4.1 The bid review process shall include but not be limited to the Consultant providing the Owner with a written analysis and explanation of the bidding results, including an opinion on variations in the bids if the low bid varies from the estimate by more than plus or minus 5%.

2.6 CONSTRUCTION PHASE

2.6.1 The construction phase will commence with the award of the construction contract(s), and will terminate upon final acceptance of the Project by the Owner.

2.6.2 The Consultant shall perform the duties set forth in the University of Missouri Information for Bidders, General Conditions of the Contract for Construction and the specifications for the Project, which will be incorporated in the contract for construction. The Information for Bidders and General Conditions of the Contract for Construction are incorporated into this Agreement by reference.

2.6.3 The Consultant shall review and approve (or take other appropriate action in respect to) shop drawings, samples and other submittals by the Contractor, only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents, and shall return said reviewed items to the Contractor within

fourteen (14) consecutive calendar days of receipt thereof.

2.6.4 The Consultant shall assist the Owner in the interpretation of the technical specifications and drawings of the Contract Documents. Upon the request of the Owner's Representative, the Consultant shall provide interpretation of the Contract Documents within the time frame established by the Consultant and the Owner's Representative. The Consultant shall advise the Owner on all claims of the Contractor relating to the execution and progress of the Project and on all other matters or questions related thereto.

2.6.5 As part of the Basic Rate, the Consultant shall evaluate and determine the acceptability of Substitutions or Approved Equals proposed by the Contractor, in accordance with Article 3 of the General Conditions of the Contract for Construction. The Consultant will review Substitutions and Approved Equals during the bidding phase as directed by the Owner's Representative.

2.6.6 The Consultant shall advise and consult with the Owner, and all instructions to the Contractor shall be issued through the Owner's Representative. The Consultant shall have authority to act on behalf of the Owner to the extent provided in the General Conditions of the Contract for Construction unless otherwise modified in writing.

2.6.7 The Consultant shall, as directed by the Owner, revise original drawings and specifications issued during the bidding phase to incorporate addenda items. These revised drawings and specifications will be reissued for the construction phase. Reproduction and distribution costs incurred by the Consultant, for drawings and specifications revised under this requirement, will be a reimbursable expense under this Agreement.

2.6.8 The Consultant shall work with the Owner to secure correction of any defects that become apparent after construction is completed. The services shall be considered Additional Services unless the defects in the Work result from errors or omissions in the design prepared by the Consultant.

2.6.9 Construction Observation Visits

2.6.9.1 The Consultant and their Subconsultants shall have access to the site of the Project at all times. The Consultant shall visit the site for the preconstruction conference, the preparation of the punch list(s), the final inspection(s), and the number of periodic site visits identified on Exhibit A of this Agreement as a part of the Basic Rate. The Consultant shall prepare and submit to the Owner a written site visit report for each site visit. Additional site visits, other than those identified above, will be considered an Additional Service except site visits related to the Consultant's design errors and omissions. Only site visits requested by the Owner's Representative shall be considered as within this Agreement or be considered an Additional Service.

2.6.9.2 The Consultant and their Subconsultants shall visit the Project site as requested by the Owner's Representative, to become generally familiar with the progress and quality of the work and to determine in general if the Project is proceeding in accordance with the Contract Documents. Based on on-site observations, the Consultant shall to the best of their knowledge, information and belief, protect the Owner against defects and deficiencies in the work of the Contractor. The Consultant and their Subconsultants shall also visit the Project site as requested by the Owner to provide technical assistance in resolving construction-related problems.

2.6.9.3 The Consultant shall not have control or charge of, and shall not be responsible for actual construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the work, or for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work.

2.6.9.4 The Consultant shall inform the Owner in writing, for appropriate action by the Owner, of work that in the opinion of the Consultant does not conform to the Contract Documents. The Consultant shall advise the Owner if, in the Consultant's professional opinion, the Contractor is not exercising proper performance of the contract. The Consultant shall have the authority to require special inspection or testing of any work in accordance with the provisions of the Project Contract Documents, whether or not such work be fabricated, installed or completed.

2.6.10 Change Orders

2.6.10.1 The Consultant shall prepare and estimate Change Orders in writing, which shall be considered as part of the Contract Documents, when approved by the Owner. The method and amount of additional compensation, if applicable, shall be agreed upon in writing, by the Owner, before preparing Change Order documents.

2.6.10.2 The Consultant shall prepare design documents for change orders due to design errors and omissions at no cost to the Owner.

2.6.10.3 The Consultant may be liable, at the Owner's discretion, to reimburse the Owner for the non-value added cost of change orders over 2.0% of the total construction cost resulting from design errors and

omissions that are caused by Consultant's failure to meet the professional standard of care. The non-value added cost of each change order will be determined by the additional cost to the Owner less the value added to the Project. Value is added to the Project if specifying the correct work in the original construction contract would have resulted in a greater contract amount.

2.6.10.4 The Owner will consider the Consultant's omission of documented Owner instructions, requirements and/or problems from the specified work as a design error or omission.

2.6.11 Final Completion

The Consultant shall assist the Owner in conducting observations to determine the dates of substantial and of final completion. The Consultant shall receive and forward to the Owner written guarantees and related documents assembled by the Contractor. The Consultant shall issue written certification to the Owner that the Project has been completed in general accordance with the Project Contract Documents and applicable codes, to the best of the Consultant's knowledge, information and belief and establish the date of final completion.

2.6.12 Record Drawings

The Consultant shall furnish the Owner either one set of Record Drawings on reproducible mylar and one set on high quality (minimum 24 lb) bond paper; or two (2) sets of Record Drawings on high-quality (minimum 24 lb) bond paper as indicated in Exhibit A, within twenty-one (21) days of receipt of the marked up drawings from the Contractor. At the Owner's written request, archival quality photographic 4 mil Mylar will be used for selected drawings and reimbursed as a reimbursable expense as provided in this Agreement. These drawings shall indicate as-built conditions at final completion of the Project based upon information supplied by the Contractor and shall be of sufficient quality to facilitate photographic reproduction. An electronic copy in the format designated by the Owner, shall be furnished of any drawings. The Owner will retain five percent (5%) of the Consultants total fee until Record Drawings, as specified, are received. By incorporating information supplied by the Contractor into the Record Drawings, the Consultant does not assume responsibility for the accuracy of the Contractor-supplied information.

ARTICLE 3
ADDITIONAL SERVICES

3.1 The following services are not covered under Compensation for Consultant's Basic Services, described in this Agreement. If any of the following services are requested by the Owner in writing, additional compensation will be allowed as hereinafter provided.

3.2 If changes in project scope are directed by the Owner's Representative following the approval of Design Development or Construction Documents, which are not necessary to bring the cost of the Project within the "Total Construction Amount Available" (Exhibit A), the Consultant may be entitled to additional compensation. This compensation will be agreed upon by the Owner and the Consultant, and this contract will be amended, in writing, to reflect that agreement, before the Consultant making such revisions.

3.3 Compensation for approved additional site visits, by the Consultant and their Subconsultants, in excess of those included in the Basic Services of this Agreement shall not exceed the rate stated in Exhibit A, or as approved in writing by the Owner's Representative.

3.4 Additional compensation for services required after completion of Construction Contract(s) shall be agreed upon in writing before providing services.

3.5 When not provided by the Owner, the Consultant's services may be required to analyze the Owner's needs, and program the Project requirements. The method and amount of compensation shall be agreed upon in writing before providing services.

3.6 The Consultant shall make all requests for compensation for additional services performed through the construction document phase before advertisement of the Project for bids. All requests for additional compensation will be made in writing to the Owner.

3.7 Additional services shall be billed by the Consultant at the hourly rates set forth in Exhibit B to this Agreement, unless otherwise approved by the Owner.

ARTICLE 4
THE OWNER'S RESPONSIBILITIES

4.1 The Owner will allocate a fixed limit for construction cost as hereinafter defined.

4.2 The Owner will be represented by an Owner's Representative authorized to act in its behalf with respect to the Project. The Owner's Representative will examine documents submitted by the Consultant and will render decisions pertaining

thereto promptly, to avoid unreasonable delay in the progress of the Consultant's work. The Owner's review does not relieve the Consultant from design responsibility.

4.3 The Owner will furnish, or direct the Consultant to secure, as a reimbursable expense, a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries, and contours of the site; locations, dimensions, and complete data pertaining to existing buildings, other site improvements, and landscape plantings; location and full information concerning available service and utility lines (above and below ground), both public and private. Cost for the survey shall require prior approval by the Owner.

4.4 The Owner will provide full information regarding the Owner's requirements for the Project.

4.5 The Owner will furnish existing certified soils reports including test borings, test pits, and soil bearing values that will assist in determining subsoil conditions. If such reports are not available, the Owner may direct the Consultant to obtain such tests as necessary for determining subsoil conditions, and the cost of such tests, following approval by the Owner, will be a reimbursable expense.

4.6 The Owner will furnish information requested by the Consultant as expeditiously as necessary for the orderly progress of the work.

4.7 The Owner, through the Owner's Representative, will provide on-site field observation during the construction phase.

ARTICLE 5
CONSTRUCTION COST

5.1 The Construction Cost for the Project shall not exceed the Total Construction Amount Available identified in Exhibit A for the Project, unless otherwise authorized in writing, by the Owner.

5.2 Materials and fixed equipment specified by the Consultant and furnished by the Owner shall be included in the construction cost as the lesser of cost or current market value.

5.3 If the Bidding Phase has not commenced within six months after the Consultant submits the Construction Documents to the Owner, the Project budget or fixed limit of construction cost will be adjusted to reflect the change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.4 If the lowest responsible and responsive bid, or estimate of construction cost exceeds the Total Construction Amount Available established as a condition of this Agreement, the Owner will at its option (1) give written approval of an increase in the Total Construction Amount Available, (2) authorize rebidding of the Project within a reasonable time, (3) cooperate in revising the Project scope as required to reduce the estimated cost. In the case of (2) and (3), the Consultant, without additional compensation, shall modify the drawings and specifications or perform other services as necessary to bring the construction cost within the Total Construction Amount Available.

5.5 Percentage of Construction Cost Fee

5.5.1 The Construction Cost for determining the Consultant's compensation under a Percentage of Construction Cost Fee shall be determined as follows with precedence in the order listed:

5.5.1.1 For completed construction, the total contract awarded for all such work, not including changes to the work, which required no services by the Consultant.

5.5.1.2 For work not constructed, the lowest responsible and responsive bid received from a qualified bidder for any or all such work.

5.5.1.3 For work for which bids are not received, the latest detailed cost estimate approved by the Owner.

5.5.2 The Construction Cost will include the sum total of the construction work for which services were performed by the Consultant and specified by the Consultant to be performed by a General Contractor or other Prime Contractors if the work is divided into appropriate classes. In no event shall the Construction Cost include professional fees, Owner's supervision, reimbursable expenses, legal expenses, advertising, movable equipment for the Project, cost of land, items furnished by the Owner, when no service is provided by the Consultant, or any other expense for which the Owner is responsible.

5.5.3 Materials and fixed equipment specified by the Consultant and furnished by the Owner shall be included in the construction cost as the lesser of cost or current market value.

5.5.4 As an option to the method of calculating the final Percentage of Construction Cost Fee described in Article 5.5.1.1 and 5.5.1.2, the Owner and the Consultant may mutually agree to use the final Owner

approved Prebid Estimate of Construction Cost as the Construction Cost for determining the Consultants compensation. This option shall be agreed to before the receipt of bids.

5.6 Alternates

5.6.1 The Consultant may propose additive bid alternates to adjust the construction cost to the fixed limit, but the Owner reserves the right to reject any proposed alternates, materials, built-in equipment, component systems, or types of construction at any phase of the work which would, in the Owner's opinion, reduce the efficiency or durability of the Project to an extent which could not be condoned.

5.6.2 The Consultant shall include only those bid alternates approved by the Owner. All alternates shall be additive alternates to the base bid.

5.6.3 For additive alternates approved by the Owner, the Consultant's compensation will be determined as defined in paragraph 5.6 or as described on Exhibit A.

ARTICLE 6
OWNERSHIP OF DOCUMENTS

6.1 All studies, perspectives, reports, plans and specifications prepared by the Consultant and their Subconsultants, shall become the property of the Owner whether the Project for which they are made is completed or not. It is understood that any reuse of such documents in whole or in part for work not covered by this Agreement, without the written consent of the Consultant and their Subconsultants, will relieve the Consultant and their Subconsultants of all liability pertaining to such reuse.

6.2 Electronic Documents for Construction

6.2.1 The Consultant agrees to provide the electronic data files to the Owner for the purposes of the Project and, therefore, the Parties have agreed to the following terms and conditions:

6.2.2 The electronic data files shall reflect construction documents and bid addenda. If BIM documents are available, they are being utilized by the Consultant and their Subconsultants solely as a design tool to assist the design team in the production of physical, two-dimensional Construction Documents for the Project.

The Consultant makes no representation as to the compatibility of these files with Owner's hardware or software beyond the specified requirements in the Agreement.

6.2.3 Data contained on these electronic files are part of Consultant's instruments of service and shall not be used by anyone for any purpose other than as a convenience progressing the Work or in the preparation of shop drawings or other required submittals for the Project. It is not being created to be used for cost estimating, calculating quantities, or for the management of building systems. The Parties acknowledge that electronic data, transferred in any manner or translated from the system and format used by the Consultant to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and that the data may be altered, whether inadvertently or otherwise. Consultant makes no representations or warranties, whether expressed or implied, as to the accuracy of the information transferred and, as such, only the Consultant's stamped Contract Documents shall be utilized and relied upon for construction purposes.

6.2.4 The Consultant has no obligation to distribute electronic files to any third party other than the Owner. The Owner may distribute the electronic files contingent upon a third party agreeing in writing with the Owner to the terms and conditions set forth in this Agreement. Specifically, language shall be included which provides for the indemnification of the Owner, Architect/Engineer and its consultants for any use of its electronic data, including BIM files.

6.2.5 The electronic files provided by the Consultant under this Agreement are the proprietary information and property of Owner, who shall maintain all copyright and intellectual property rights in the electronic files.

6.2.6 As consideration to Consultant for the transfer of the electronic files, Owner agrees that Consultant shall not be liable for and hereby waives any and all claims against consultant, and agrees to the extent permitted by Missouri law and without waiving sovereign immunity, to indemnify and hold consultant harmless from all liabilities, losses, damages or expenses (including reasonable attorneys' fees) arising out of, or connection with: (1) the Owner's transfer of electronic files to any third party by any means; (2) the use, reuse, modification or misuse of the electronic files by Owner; (3) the limited life expectancy and decline of accuracy or readability of the electronic files due to storage; or (4) any use of the electronic files by any third parties receiving the electronic data from the Owner.

ARTICLE 7
ADMINISTRATIVE REVIEW

7.1 Disputes between the Consultant and the Owner can be submitted in writing to administrative review as provided in this article. All requests for administrative review shall be made to the Owner's Representative, who in turn forwards the request to the Campus Contracting Officer.

7.2 Upon written request from the Consultant, the Campus Contracting Officer will convene a meeting between the Owner's Representative and the Consultant. After reviewing the facts presented, the Campus Contracting Officer will issue a written opinion to the Consultant and Owner's Representative regarding the disputes.

7.3 If the Consultant is not in agreement with the opinion of the Campus Contracting Officer, the UM System Contracting Officer or designee will convene a meeting with the Campus Contracting Officer, the Owner's Representative, and the Consultant. After reviewing the facts, the UM System Contracting Officer or designee will issue a written opinion to the Consultant and Campus Contracting Officer regarding the disputes. This written opinion will conclude the Administrative Review process.

ARTICLE 8
TERMINATION OF AGREEMENT

8.1 The Owner may terminate this Agreement at any time and for any cause by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs other-wise, immediately discontinue all services and work, the placing of all orders, or the entering into contracts for supplies, assistance, facilities, and materials in connection with the performance of this Agreement, and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. The Consultant shall provide the Owner a hard copy on high quality (minimum 24 lb.) bond paper and an electronic copy in the format designated by the Owner, of all drawings, reports, etc. developed at the time of the termination.

8.2 Should the Agreement be terminated due to the fault of the Consultant, no further payments on the fee account will thereafter be made except for services previously authorized and performed which are of value to the Owner. Should the Agreement be terminated due to no fault of the Consultant, the Consultant will be paid promptly any unpaid fees and reimbursable expenses for work actually authorized and performed under the Agreement.

8.3 The notice required under Paragraph 8.1 will be hand-delivered or served upon the Consultant or mailed to the Consultant's last known address by registered mail, and in case the notice is so mailed, it shall be deemed delivered within forty-eight (48) hours after the same is post marked.

ARTICLE 9
PAYMENTS TO THE CONSULTANT

9.1 The Basic Rate shall be the Consultant's compensation for all Basic Services and other services rendered hereunder and all expenses of any nature incurred by the Consultant or their representatives or Subconsultants in performing any duties connected with the Project, unless otherwise set forth in this Agreement.

9.2 Payments will be paid in proportion to the services performed. Payments toward the Basic Rate will be made monthly and at the completion of each phase. The payments will not exceed the percentages of the Basic Rate for the completion of each phase as set forth below, or as described in Exhibit A:

Schematic Design Phase	15%
Design Development	20%
Construction Documents	40%
Bidding Phase	5%
Construction Phase	15%
Record Drawings	5%
Total	100%

9.3 The Consultant shall prepare a monthly payment request form (invoice) for all billings. The Consultant shall prepare all invoices in the form requested by the Owner. Invoices based on a time and material fee shall include detailed time entries reflecting work performed by the Consultant, and invoices based on a stipulated sum or fixed fee shall include a summary of significant milestones or work performed by the Consultant for which payment is sought. The Consultant shall include a list of tasks accomplished and the status of work with regard to the Project schedule stated in Exhibit A.

9.4 The Owner shall pay the Consultant within thirty (30) days following the receipt of a proper invoice. If an invoice is incorrect, lacking appropriate documentation of work performed, or otherwise improper under the terms of this Agreement, the Owner will notify the Consultant within a reasonable period of time of discovering the error. The Owner shall pay the Consultant within thirty (30) days of receipt of a corrected invoice. Invoices shall be deemed received by the Owner when uploaded as set forth herein.

9.5 At the Owners request, the Consultant shall classify the personnel engaged on the Project in the Consultant's Rates Schedule for Billing and such schedule will be attached to this Agreement.

9.6 If the Project is abandoned in whole or in part, the Consultant will be paid for services performed before receipt of written notice from the Owner of such abandonment. Payments will not, however, be made for any phase of the work which has not been authorized in writing by the Owner.

9.7 Should work which has been abandoned in whole or in part be ultimately resumed, the Owner shall be allowed full credit for any amounts previously paid if the Project is substantially the same and a reasonable credit for any studies previously made which would facilitate the performance of services in a major re-design of the Project.

9.8 If the Design Development Phase, Construction Document Phase, Bidding Phase or Construction Phase, respectively, has not commenced within six (6) months after the Consultant submits the previous phase documents to the Owner, the Project budget or fixed limit of Construction Cost will be adjusted to reflect the change in the general level of prices in the construction industry between the date of submission of the previous phase documents to the Owner and the date on which the next phase is begun. If the Consultant's fee (Basic Rate) is on a percentage basis, the appropriate consultant phase payment will be based upon the Project budget applicable at the time of design of the respective phase.

9.9 EXAMINATION OF RECORDS

The Owner, and any parties it deems necessary, shall have access to and the right to examine any accounting records of the Consultant involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder.

9.10 REIMBURSABLE EXPENSES

9.10.1 "Reimbursable expenses" are expenses incurred by the Consultant that are in addition to the Basic Rate, as defined herein. The Consultant shall be paid only for those reimbursable expenses set forth below or in Exhibit A to this Agreement.

9.10.2 The furnishing and distribution of all copies of the bidding documents will be a reimbursable expense at Consultant's direct cost without Consultant's overhead and profit, if such service is not provided by the Owner.

9.10.3 If authorized in advance in writing by the Owner, direct expense of special consultants for other than the normal services furnished by the Consultant will be reimbursable expenses.

9.10.4 If authorized in advance in writing by the Owner, the production and/or reproduction of presentation models, mock-ups, perspectives and reports for the Owner's use are reimbursable direct expenses unless required in this Agreement. However, study models, mock-ups, and perspective sketches are considered as necessary to the Consultant's design process and are included in Basic Services.

9.10.5 Telephone calls, mileage and/or other travel costs, meals and lodging for out-of-town trips, photocopying costs, and expenses of a similar nature will not be considered a reimbursable expense under this Agreement unless such items are specifically authorized in advance, in writing by the Owner.

9.10.6 Reimbursable expenses approved by the Owner shall be reimbursed for the actual cost, without overhead and markup. The Owner will pay the Consultant for any approved reimbursable expenses within thirty (30) days following submission of a proper invoice and necessary receipts by the Consultant in accordance with section 9.4 of this Agreement.

9.11 SUBCONSULTANT PAYMENT

The Consultant shall pay all Subconsultants, Subcontractors, and others for all supplies and services used by the Consultant for this Agreement, within fifteen (15) days of receipt of payment from the Owner.

9.12 TAXES

9.12.1 The Basic Rate stated herein shall include all applicable taxes. No additional compensation will be allowed due to Consultant's failure to include such taxes or as the result of a change in Consultant's tax liabilities.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 APPLICABLE LAW

10.1.1 This Agreement shall be governed by the laws of the State of Missouri. All applicable provisions required by law shall be deemed to be incorporated herein.

10.1.2 The University serves from time to time as a contractor for and/or receives grant funding from the United States government and/or State of Missouri. Accordingly, the Contractor shall comply with all applicable state and federal laws, rules, regulations, and executive orders applicable to subcontractors of government contractors or to contractors of grant

recipients, including those relating to non-discrimination, as each may be amended from time to time. Contract clauses required by the United States government or State of Missouri in such circumstances are incorporated herein by reference.

10.2 CONFLICT OF INTEREST

10.2.1 The Consultant will not hire any officer or employee of the Owner to perform any service covered by this Agreement. If the work is to be performed, in connection with a federal contract or grant, the Consultant will not hire any employee of the United States government to perform any service covered by this Agreement.

10.2.2 The Consultant affirms that to the best of their knowledge there exists no actual or potential conflict between the Consultant's family, business or financial interests and the Consultant's services under this Agreement, and in the event of change in either the Consultant's private interests or service under this Agreement, the Consultant will raise with the Owner any questions regarding possible conflict of interest which may arise as a result of such change.

10.2.3 The Consultant herein is an independent contractor and shall not act as an agent for the University, nor shall the Consultant be deemed an employee of the University for any purpose whatsoever. The Consultant shall not enter into any agreement, incur any obligations on the University's behalf, or commit the University in any manner.

10.3 NONDISCRIMINATION

In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Contractor and all subcontractors shall not discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, age, disability, protected veteran status, or any other status protected by applicable state or federal law and federal funds, if any, may not be used for programs that discriminate based on any such protected status.

10.4 PATENTS

The Consultant shall hold and save harmless the Owner and its officers, agents, servants and employees, from liability of any nature or kind, including cost and expense, for or on account of infringement or use of any patented or otherwise protected invention, process, or article in the performance of this Agreement, including its use by the Owner.

Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with this Agreement, the Consultant shall furnish the Owner with complete information with respect thereto and the Owner will have the sole power to determine whether or where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Consultant shall, at the Owner's expense and the Owner's request, execute all documents and do all things necessary or proper with respect to such patent application.

10.5 COPYRIGHT

The Owner will have the sole power to determine whether a copyright application will be filed for any published report or other document that results from the work performed under this Agreement. The Consultant shall, at the Owner's expense and at the Owner's request, execute all documents and do all things necessary or proper with respect to such copyright application.

10.6 JURISDICTION

Consultant and Owner each agree that the State of Missouri Circuit Court for the County where the Project is located shall have exclusive jurisdiction to resolve all Claims and any issue and disputes between Consultant and Owner. Consultant agrees that it shall not file any petition, complaint, lawsuit or legal proceeding against Owner in any other court other than the State of Missouri Circuit Court for the County where the Project is located.

10.7 CERTIFICATIONS

10.7.1 The Consultant certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

10.7.2 If this Agreement is for $100,000 or more, and if the Consultant is a company with ten (10) or more employees, then Consultant certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

10.7.3 The Consultant and all subconsultants performing work under this Agreement shall enroll and participate in a federal work authorization program operated by the United States Department of Homeland Security, E-Verify or an equivalent federal work authorization program, to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603.

By executing a contract with The Curators of the University of Missouri, the Consultant shall affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The Consultant shall maintain documentation of its participation in a federal work authorization program and make such documentation available to the University upon request.

ARTICLE 11
ASSIGNMENT

11.1 The services to be rendered by the Consultant hereunder are personal in character. This Agreement shall not be assigned by the Consultant without the written approval of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

FOR CONSULTANT:

Authorized Signer

FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI:

Contracting Officer

EXHIBIT A - PROJECT DESCRIPTION
STANDARD CONSULTANT AGREEMENT

DATE: «ProcessFields_MasterCommitmentDate»

PROJECT: «ProcessFields_MasterCommitmentTitle»

PROJECT NO.: «MasterCommitment_Number»

CONSULTANT: «Company_Name»

PROJECT MANAGER(S): «ProcessFields_ProjectManager»

SCOPE OF WORK:
«ProcessFields_MasterCommitmentScopeofWor»

TOTAL CONSTRUCTION AMOUNT AVAILABLE: «ProcessFields_TotalConstructionAmountAva»

PROJECT SCHEDULE: This agreement will expire on «ProcessFields_CompletedbyDate».

CONSULTANT'S FEE: Not-to-Exceed in the amount of «MasterCommitment_OriginalContractValue». The fee for each work authorization will be negotiated and set forth in a letter/proposal based on the hourly rates (Exhibit SCA-B).

PROJECT REQUIREMENTS:

Consultant Procedures and Design Guidelines (2.1): available at
https://www.umsystem.edu/ums/fa/facilities/guidelines/

Amount of Professional Liability Insurance Required (2.1.9.5): «ProcessFields_AmountofProfessionalLiabil»

Life Cycle Cost Studies For Alternate Systems Required (2.2.4): «ProcessFields_LifeCycleCostStudiesforAlt»

Projected Energy Performance Estimate Required (2.2.5): «ProcessFields_ProjectedEnergyPerformance»

Required Visits:

Prebid Meeting (2.5.1) «ProcessFields_PrebidMeetings»

Bid Opening (2.5.1) «ProcessFields_BidOpenings»

Number of Construction Observation Visits (per person) in addition to those required in (2.6.9):As noted in each Work Authorization.

Max. allowance (per person) per additional visit (3.3):«ProcessFields_Maxallowanceperadditionalv»

Electronic Record Drawings Required:

AutoCAD	Yes
PDF Drawings	Yes

EXHIBIT B - CONSULTANT'S HOURLY RATE SCHEDULE
STANDARD CONSULTANT AGREEMENT

DATE: «ProcessFields_MasterCommitmentDate»

PROJECT: «ProcessFields_MasterCommitmentTitle»

PROJECT NO.: «MasterCommitment_Number»

PROJECT COORDINATOR(S): «ProcessFields_ProjectManager»

CONSULTANT: «Company_Name»

Firm Name	Title	Hourly Rate
«Tablestart:EXHIBIT_B__CONSULTANTS_HOURLY»«EXHIBIT_B__CONSULTANT»	«Processdynamicgrid_EXHIBIT_B__CONSULTANT»	«PROCESSDYNAMICGRID_EXHIBIT_B__CONSULTANT» «TableEnd:EXHIBIT_B»

Consultant's Reimbursable Expense Schedule

The expense of deliveries, mileage and or other travel costs, meals and lodging for out-of-town trips, photocopying costs and expenses of a similar nature will not be considered reimbursable expenses unless such items are specifically authorized by the University herein. An authorized reimbursable expense can only be exceeded by written authorization from the Project Manager. All items authorized shall be reimbursed for the actual cost, without overhead and markup. The following items have been authorized for reimbursement to the Consultant as indicated herein:

Deliveries:
Invoices are required with project name and project number.
Reimbursable: «ProcessFields_TelephoneCallsDeliveriesFa»

Mileage:
The use of a vehicle for UM business is reimbursed at current IRS rate. The request for payment should specify the date of travel, the traveler's names, departure and destination points, and the purpose of the trip (pre-bid, review meeting, etc.)
Reimbursable: «ProcessFields_Mileage»

Other Travel Costs:
Airfare, Car Rental, Taxis and Parking are reimbursed at actual cost. The request for payment should include the receipt, the name of the traveler, the date of travel, and the departure and destination points. Use lowest airfare available. Take advantage of discounts through advance booking when appropriate. Rental cars will be the least expensive, air-conditioned, automatic, midsize car available.
Reimbursable: «ProcessFields_OtherTravelCosts»

Meals:
Meals are reimbursed at actual cost (including taxes and tips) up to the following maximum per person; $42 per day. Alcoholic beverages are not reimbursable. Meal receipts are required if any one item exceeds $75 (Example: Lunch for eight people totaling $77 requires a receipt even though the per person cost is within the meal maximum.) The date and name(s) of the recipient(s) should be included in the request for payment for all meals with more than one person on the ticket.
Reimbursable: «ProcessFields_Meals»

Lodging:
Lodging is reimbursed at actual cost (including tax) at the rate of a single occupancy only. Receipts and the name of the lodger should accompany the request for payment. If a single occupancy rate is not used, explanation must be provided. You may use University rate discounts when working on University projects, please contact the Project Manager.
Reimbursable: «ProcessFields_Lodging»

Photocopying or Printing:

Printing and photocopying of reports are reimbursed at actual cost. Receipts including dates should be submitted with the request for payment. Invoice should include number of copies and cost per copy.
Reimbursable: «ProcessFields_MiscPhotocopyingorPrinting»

Renderings, Models, Video or Booklets:
Reimbursed at actual cost. All items require Project Manager approval.
Reimbursable: «ProcessFields_RenderingsModelsVideoorBoo»