

**RESOLUTION NO. 14-2022**

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND PORTER, BERENDZEN & ASSOCIATES, P.C. FOR PROFESSIONAL DESIGN SERVICES.**

**WHEREAS**, the City of Clinton wishes to enter into an Agreement with Porter, Berendzen & Associates for design, bidding and inspection services for the Artesian Pool Bathhouse Project and

**WHEREAS**, Porter, Berendzen & Associates was selected for the project through a process to solicit Statements of Qualification; and

**WHEREAS**, it has been determined that Porter, Berendzen & Associates is qualified to provide professional design services for the project;

**NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:**

**Section 1.** The Agreement with Porter, Berendzen & Associates, P.C. (Exhibit A), is hereby approved.

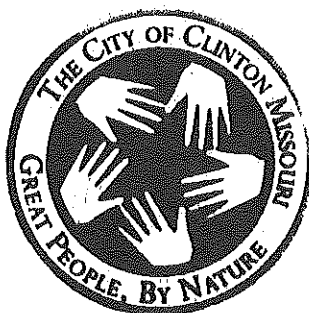
**Section 2.** The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 19<sup>th</sup> day of April, 2022.

  
\_\_\_\_\_  
Greg Lowe, Mayor

ATTEST

  
\_\_\_\_\_  
Wendee Seaton, City Clerk



## **PROFESSIONAL DESIGN SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 20<sup>th</sup> day of April, 2022, by and between the City of Clinton, (herein City) and Porter, Berendzen & Associates, P.C., (herein Professional Designer).

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Professional Designer shall provide the City professional services for the benefit of the City as set forth in specific Proposals and Scopes of Work submitted by Professional Designer and accepted by City, and the Professional Designer shall provide the City, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work outlined. Professional Designer agrees to provide all such services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Professional Designer agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described or by any additional proposals provided to the Professional Designer by the City or City's representative, or a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Professional Designer work performed without a City approved written proposal for professional services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Professional Designer, based upon City approved proposals submitted by the Professional Designer, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Professional Designer in writing. All proposals for work submitted by the Professional Designer to the City for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Professional Designer. When the City provides the Professional Designer with a written and/or graphic request for proposal, the Professional Designer's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Professional Designer shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Professional Designer does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Professional Designer to provide optional services, the Professional Designer's

proposal shall respond to the options requested, or provide reasons why the Professional Designer cannot provide or respond to the request for optional services.

1.2 **Creation of Contract Documents** – Professional Designer shall not without the express written permission of the City draft and/or create any contract documents, except for technical specifications and plans, for any project that Professional Designer is assigned. Professional Designer shall not be compensated for any contract documents drafted or created which are in violation of this provision. In the event that Professional Designer is asked to draft and/or create contract documents by the City, then said contract documents must be in compliance with the City's then existing contract standards for public projects and no compensation shall be provided to Professional Designer for contract documents which fail to meet the City's standards.

1.3 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Professional Designer under the proposal. When the City provides the Professional Designer with a written and/or graphic request for proposal, the Professional Designer's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal.

1.4 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Professional Designer to provide work on an hourly fee plus expense basis, the Professional Designer's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

1.5 **Signatures** - Professional Design proposals for services under this agreement shall

be signed and dated by the Professional Designer or an authorized representative of the Professional Designer (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by the City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

2. **Compensation** - In consideration for the Professional Designer's provision of services under this agreement, the City agrees to compensate the Professional Designer for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Professional Designer, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Professional Designer's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for work already complete. City may retain five percent (5%) of any partial payment pending final completion of the contract services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Professional Designer's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Professional Designer. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Professional Designer's favor.

3. **City Responsibilities** - City agrees to furnish Professional Designer with all current and available information for each task or project assigned to Professional Designer, along with any information necessitated by changes in work or services initiated by the City which may effect

services rendered hereunder. Professional Designer shall notify City of all information it may require from City or other Professional Designers and Contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Professional Designer.

4. **Coordination of Work and Work Product** - Professional Designer shall coordinate all work with the City's designated representative for each task or project assigned to Professional Designer and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. Notwithstanding the Professional Designer's right to ownership under Section 17, all reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall also be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

5. **Protection of Work, Property and Persons** - To the extent Professional Designer's work will require any field work, testing, sampling or otherwise, during any active construction or excavation activities, the requirements of this Section shall apply. The Professional Designer will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Professional Designer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Professional Designer shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Professional Designer will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Professional Designer will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection of its employees while said employees are providing on-site services under this Agreement. The Professional Designer will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Professional Designer will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Professional Designer, any Subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Professional Designer, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Professional Designer will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 All Professional Designers entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Professional Designer violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unpaid payment.

5.4 The Professional Designer is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof to the extent included in activities related to construction. Professional Designer understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity by Professional Designer or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Professional Designer shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Professional Designer, of any Subcontractor (meaning anyone, including but not limited to Professional Designers having a contract with Professional Designer or a subcontract for part of the services), of anyone directly or indirectly employed by Professional Designer or by any Subcontractor, or of anyone for whose acts the Professional Designer or its Subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **General Insurance Requirements** - Professional Designer shall purchase and

maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Professional Designer's work, whether such execution be by the Professional Designer, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the workmen's compensation statute, the Professional Designer shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Professional Designer, or (2) by any other person.

6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$459,893.00 per person and \$3,065,952.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Professional Designer's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Professional Designer.

The insurance shall cover the use of the above mentioned automobiles and trucks during the term of this Agreement. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **Professional Liability** - Claims for damages resulting from errors or omissions of the Professional Designer or its employees in the amount of at least \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate.

6.7 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the Professional Designer's services in the amount of at least \$459,893.00 per person and \$3,065,952.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City, and shall name the City as an additional insured by endorsement.

7. **Indemnification** - Failure of Professional Designer to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Professional Designer's obligations to maintain such insurance coverage and Professional Designer shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Professional Designer, its agents or employees. Further, Professional Designer shall hold City harmless from any failure by Professional Designer to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Professional Designer's proposal for services, the Professional Designer shall not delegate or subcontract any work to be performed by the Professional Designer under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Professional Designer agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Professional Designer agrees to either retain all test products or samples collected by or submitted to Professional Designer, or return same to the City as mutually agreed upon. In absence of agreement, Professional Designer shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by

the Professional Designer considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Professional Designer prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Professional Designer shall be entitled to no additional compensation.

11. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City of Clinton City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Administrator, or their Designeree. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Clinton City Council or City Administrator, or their Designeree. In this regard, it is understood and agreed that the Professional Designer shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Administrator in writing. When the term City's representative is used, it shall mean the City Administrator or their Designeree as specified in writing.

12. **Period of Services and Termination** – The period of performance under this agreement shall be as specified in the proposal. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Professional Designer written notice of termination. Upon receipt of such notice, Professional Designer shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Professional Designer shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Professional Designer shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Professional Designer shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Professional Designer prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Professional Designer upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Professional Designer. In the event of termination by the Professional Designer, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14. **Certification of Lawful Presence / Work Authorization** - Professional Designer will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Professional Designer shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Professional Designer's failure, or failure of its employees, agents or Subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

15. **Nature of Relationship** - Professional Designer herein is an independent party and shall not act as an agent for the City, nor shall Professional Designer be deemed to be an employee of the City for any purposes whatsoever. The Professional Designer shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

17. **Ownership of Plans and Documents** - Records. In addition to City's ownership rights under Section 4, the field notes, Designer notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Professional Designer; however, the City shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Professional Designer shall also deliver all electronic information on CD in Adobe ".pdf" format. Any documents submitted in AutoCAD format shall have Professional Designer's seal removed. City shall assume all liability for reuse of AutoCAD documents other than by Professional Designer, or except as specifically authorized by Professional Designer.

The City shall make copies, for the use of the Professional Designer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Professional Designer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other maps, records, or other materials available to the

City from any other public agency or body. The Professional Designer shall have no liability for defects in the services attributable to the Professional Designer's reliance upon or use of data, Designer criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.

The Professional Designer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Professional Designer.

18. **Conflict of Interest** - Professional Designer hereby covenants that at the time of the submission of any proposal and the execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest with the City. The Professional Designer further agrees that during the term of this Agreement neither the Professional Designer nor any of its employees shall acquire any other contractual relationships which create such a conflict. Professional Designer shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**PROFESSIONAL DESIGNER**

**CITY OF CLINTON, MISSOURI**

**Porter, Berendzen & Associates, P.C.**

BY: *Jon Berendzen*  
Position with firm: Vice-President  
DATE: 4/26/22

*Greg Lowe*  
Greg Lowe, Mayor

DATE:

ATTEST:

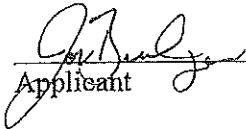
*Wanda Seaton*  
City Clerk



### CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

  
Applicant

4/26/22  
Date

Jon Berendse  
Printed Name

# MISSOURI

## DRIVER LICENSE



9 CLASS **F** 4b EXP **12/30/2025**  
4d DL NO. **T001019029** 3 DOB **12/30/1971**  
1 **BERENDZEN**  
2 **JON DAVID**  
6 **4740 E DEE WOODS ROAD**  
**ASHLAND, MO 65610**  
9a END **NONE**  
12 RESTRICTIONS **NONE**  
15 SEX **M** 17 WGT **235 lb** 4a ISS **03/10/2020**  
16 HGT **6'-00"** 18 EYES **BRO**

*Jon David Berendzen*

6 DD **202180700015**



**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Henry )  
 )ss  
State of Missouri )

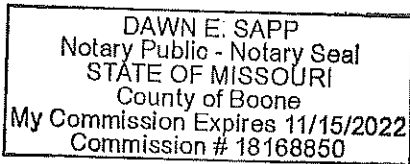
My name is Jon Berendzen. I am an authorized agent of Porter, Berendzen & Associates (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all Subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Jon Berendzen 4/27/22  
Affiant Date  
Jon Berendzen  
Printed Name

Subscribed and sworn to before me this 27 day of April, 2022.

Dawn E Sapp  
Notary Public



**CONFLICT OF INTEREST FORM**

PROJECT: CLINTON ARTESIAN PARK POOL HOUSE RENOVATION

RESPONSIBLE CITY EMPLOYEE: \_\_\_\_\_

RESPONSIBLE OR SUPERVISING CITY CONSULTANT: \_\_\_\_\_

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton been involved in any of the following with the City of Clinton, its employees, elected officials or any responsible consultant identified above?

	Yes	No
Sale, purchase or exchange of property	_____	<u>X</u>
Receiving or furnishing goods or services	_____	<u>X</u>
Transfer or receipt of income, assets or funds	_____	<u>X</u>
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	<u>X</u>

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton been indebted to the City, any employee of the City or its elected officials or its responsible consultants in the last twenty-four months? If yes, explain.

No.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton has had with any employee of the City, its elected official or its responsible consultants in the last twenty-four months.

None.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton

either to or from any employee, elected official or its responsible consultants in the last twenty-four months.

None

By executing this disclosure form, the undersigned personally, and on behalf of the proposing business entity verifies that the information contained herein is truthful and accurate and will remain truthful and accurate throughout all business transactions with the City of Clinton.

by: *Jon Berendzen*  
Jon Berendzen

Date: 4/27/22

STATE OF MISSOURI     )  
  )SS.  
COUNTY OF HENRY     )

On this 27 day of April, 2022, before me, appeared Jon Berendzen, to me personally known, who being duly sworn, did swear that the matters contained herein are true to his/her best knowledge and belief.

IN WITNESS WHEREOF, I have placed my hand and notarial seal the day and year last above written.

DAWN E. SAPP  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone  
My Commission Expires 11/15/2022  
Commission # 18168850

*Dawn E. Sapp*  
NOTARY PUBLIC



# PORTER, BERENDZEN & ASSOCIATES



## A R C H I T E C T S

200 SOUTH HENRY CLAY BLVD.  
P.O. BOX 446  
ASHLAND, MO 65010

(573) 657-2022

E-MAIL: jon@pba-architecture.com

April 5, 2022

Mrs. Christy Maggi  
City Administrator  
105 E. Ohio  
Clinton, Missouri 64735

Re: Fee Schedule

Listed below, please find a current General Fee Structure. Please note that this is based on full Basic Design Services from Preliminary Design through Project Closeout.

The final fee schedule for your project will be negotiated based upon the agreed upon scope of design services as well as the agreed upon scope of the project.

**Listed below please find a General Fee Structure – Updated April - 2022:**

Compensation for Basic Services Calculated based upon the Cost of the Work.

For small projects of \$500,000 or less - 10% of the Cost of Work.

For projects greater than \$500,000 but less than \$1,000,000 - 9% of the Cost of Work.

For large projects the Architect's fees shall be 9% of the first Five Hundred Thousand Dollars, 8% of the next Five Hundred Thousand Dollars, 7% of the Cost of Work of the next One Million Dollars and 6% of the Cost of Work that exceeds Two Million Dollars.

*( For small projects under \$1,000,000, the fee can range for 8 to 10% depending upon the size of the project and scope of services. )*

PBA hourly rates:

Architects	\$100 per Hour
Cad Operator	\$80 per Hour
Clerical	\$60 per Hour

General Services: The above fee structure would include, but not be limited to Preliminary Planning, Design and Construction Documents, Bidding and Awarding of Construction Contracts and Construction Observation. During this process our firm will also attend meetings with the Board of Directors, Construction/Planning Committee, City/County Officials, etc. as needed at no additional cost.

Our Firm will coordinate all disciplines including Architectural and Engineering (Civil, Structural, Mechanical, Electrical and Plumbing). Geo-technical, zoning, platting, surveying and

storm water detention would be an addition to the above mentioned fee when/if these services are needed.

**Compensation for each Phase of Architectural Services are generally as follows:**

Schematic Design Phase	20%
Design Development Phase	10%
Construction Documents Phase	50%
Bidding / Negotiation Phase	10%
<u>Construction Phase</u>	<u>10%</u>
Total Basic Compensation	100%

As the form of contract we propose to use a Standard AIA B101 Document for the Architectural Agreement. We can draft this contract and it can be reviewed by your attorney. Please contact us with any questions and/or concerns as the fee listed above is negotiable based upon the scope/requirements of the project(s).

Thank you again for the opportunity to work as your Design Professional.

Respectfully submitted,

PORTER, BERENDZEN & ASSOCIATES, P.C.

Jay D. Berendzen, AIA

Jon D. Berendzen, AIA