Request for Qualifications
Professional Architectural Engineering Design/Consulting Services

Brunswick R-II School District
1008 County Road
Brunswick, MO 65236



Cara Engelbrecht
Superintendent
(660) 548-3550
Issued: October 29, 2026

REQUEST FOR QUALIFICATIONS

The Brunswick R-II School District ("District") will accept qualifications for professional architectural and/or engineering design services as described in the attached request. Qualified firms are invited to submit their qualifications, which must be sent to the District's Superintendent, Cara Engelbrecht. Submittals must be received by **4:00 p.m. on Friday, November 13, 2026**, and be in accordance with the specifications and needs as described herein.

Selection of the best qualified firm is planned for the November 17, 2026, Board of Education meeting.

This Request for Qualifications will be referred to as Exhibit A in the final contract between the District and the selected firm.

The District reserves the right to reject any and all submittals and to waive any "informalities" in the submittals received whenever such selection, rejection or waiver is in its best interest.

All submittals become public record once a negotiated contract has been executed.

Qualified firms providing submittals will be required to remain willing to enter into a contract with the District for a period of ninety (90) days from the opening of submittals.

District Contacts:

Cara Engelbrecht
Brunswick R-II School District
1008 County Road
Brunswick, MO 65236
(660) 548-3550
E-mail: cengelbrecht@brunswick.k12.mo.us

Due Date:
Submittals must be submitted by Friday, November 13, 2026, no later than 4:00 p.m. (local time). Refer to "Submitting Your Qualifications" section of this document for details.

Schedule of Events:

- Submittals due (by 4:00 p.m.) — November 13, 2026
- District decision — November 17, 2026
- Notice of District decision — November 18, 2026
- Drafting of contract — November 18 – December 11, 2026
- Approval of contract by Board — December 15, 2026

PURPOSE

The Brunswick R-II School District ("District") is seeking an Architectural and/or Engineering firm ("Architect" or "Consultant") to provide pre-bond services and design services for the District's 2027 bond projects. A final scope of bond projects and delivery method will be determined at a later date. Anticipated projects at this time include, but are not limited to: installation of a new bleacher system in the gymnasium; replacement of the gymnasium ceiling; renovation of the FACS classroom; renovation of two restrooms into a single restroom; renovation of a storage closet into a new restroom; construction of a security vestibule; renovation of an entryway; and, asphalt overlay in a parking lot. The contracted services to be performed will be to furnish all the required labor, materials, equipment, parts and supplies necessary for pre-bond consultation services, Conceptual Design, Preliminary Plans, Schematic Design, Design Development, Construction Documents and Specifications, and Construction Review to include construction permit review approvals through the appropriate governing authorities. The District reserves the right to approve all consultants that make up the Architect team that may be required for the completion of a project. Upon successful approval, the District will utilize the selected firms. Pre-bond services will be for a fixed fee, and any subsequent design work will be contingent upon successful passage of the District's 2027 bond issue.

GENERAL CRITERIA FOR CONSULTANT SELECTION

The District's Board of Education shall select the firm considered best qualified and capable of performing the desired services and the District shall negotiate a contract. Should the District be unable to negotiate an acceptable contract with the firm first selected, the District may negotiate a contract with another firm.

The information submitted will be evaluated against the following criteria:

1. The specialized experience and technical competence, including that of partners and associates, demonstrated either with the District or elsewhere, with respect to the type of services desired by the Board.

2. The capacity and capability of the firm to perform the tasks requested, as well as any specialized services, within the time limitations established for the completion of the project.

3. The firm's past record of performance with respect to control of costs, quality of work, design, appearance, utility and the ability to meet time schedules.

4. The firm's proximity to and familiarity with the geographical area in which the project shall be located.

OWNER

The owner is the Brunswick R-II School District and the projects will be located within the city limits of Brunswick, MO or within Chariton County. The main office for the District is located at 1008 County Road, Brunswick, MO 65236.

AWARD OF CONTRACT

The District reserves the right to reject any and all submittals and waive any and all informalities and the right to disregard all non-conforming or conditional submittals or counter proposals contained within submittals.

The District may accept any submittals that would best serve the interest of the District based on the qualifications and capability of the selected firm to provide the services required.

Legislation in the State of Missouri that became effective August 28, 2026, allows for the use of the design-build delivery method and progressive design-build delivery method for construction projects done by political subdivisions, including public school districts. This RFQ is not intended to apply to any design-build or progressive design-build projects or result in a design-build or progressive design-build contract, and it is not anticipated that the projects for which the District will utilize the Consultant's services will allow for the use of the design-build or progressive design-build delivery methods. However, the District may use the Consultant as a "design criteria consultant" in the event the District chooses to utilize the design-build or progressive design-build delivery methods for the 2027 bond projects.

SERVICE PERIOD SCHEDULE

Pre-bond services can begin upon approval of the resulting contract by the District's Board of Education and continue until the April 6, 2027, election. Design services can begin upon authorization by the District and continue until completion of the 2027 bond projects or otherwise terminated in accordance with the resulting contract. All insurance documents must be on file with the District prior to the selected Consultant being authorized to proceed.

REQUIREMENTS

The submittals shall contain the following information, in the following sequence and format:

Title Page
Letter of Introduction
Table of Contents

1. **Prime Consultant's Firm Profile and Philosophy**. All of the information submitted should be related to the Prime Consultant. Do not include information for any sub-consultant in this section. Sub-Consultant information is to be included in Section 7.

2. **Prime Consultant's Approach to Planning and Design**. Submit a project approach regarding your firms understanding of projects, goals, and objectives. In detail, describe your firms planning process and how you propose to include District Administration, Project Construction Management, the Core and Support Design Teams, Professional Staff and the Board of Education.

3. **Consultant's Personnel Project Team.** Identify the names of any personnel (prime and sub-consultants) who will be members of the project team, and identify their degrees, certifications and years of experience performing the service.

4. **Prime Consultants Experience with Similar Projects.** Prime Consultant should provide information about its experience on a typical school project and its overall qualifications to carry out the project. Please provide project descriptions, locations and color photos on relevant projects that have occurred in the last seven (7) years. Proximity, experience and familiarity with the Brunswick R-II School District or the City of Brunswick will be considered. All of the projects submitted should be projects completed by the Prime Consultant. Do not include past projects for any sub-consultant that may be included on your team. This information may be included in Section 7.

5. **Sustainable Design Experience.** Consultant should provide information about its sustainable design experience and capabilities on projects.

6. **Consultant References.** The Prime Consultant will provide a reference list from five (5) recent (within 5 years) public projects. Include name of project, contact name and telephone numbers. All of the references submitted should be projects completed by the Prime Consultant. Do not include references for any sub-consultant that may be included on your team.

7. **Information on Other Sub-Consultants Your Firm Will Employ for Projects.** Please include relevant information including: firm(s) history and profile, philosophy, specialization, experience, references, and role of each sub.

8. **Proof of insurance and State of Missouri Architect's or Engineer's License/Registration.**

9. **Most recent 5-year history of claims and litigation related to the services routinely provided by firm.**

10. **Why Should the District Utilize Your Firm/Additional Information.** Please feel free to include information describing what makes your firm or team unique.

11. **The Submittal Form Included at the end of this RFQ.**

SUBMITTING YOUR QUALIFICATIONS

Your submittal should follow the outline above and be concise. Failure to follow any of the instructions could nullify your submittal from consideration. Firms should submit one (1) original, two (2) copies and one (1) electronic copy on a flash drive of your submittal. Parties are requested to sign the submittal with ink, and, when in the name of a company, by some officer whose title is shown. Submissions should be sealed and packaged with clear identification to read as follows:

Brunswick R-II School District
Request for Qualifications
Professional Architectural and Engineering Design/Consulting Services

Cara Engelbrecht
Brunswick R-II School District
1008 County Road
Brunswick, MO 65236

The deadline for submitting your response will be no later than 4:00 p.m. on Friday, November 13, 2026. Submittals received after this date and time will not be considered. Telephone, facsimile, electronic or electronic modification of submittals will not be considered.

OPTIONAL WALKTHROUGH

The District will conduct an optional walkthrough of its facilities for interested consultants on November 10, 2026, at 1:00 p.m. Interested consultants should meet at the District's central office at 1008 County Road, Brunswick, MO 65236, on the specified date and time.

Attendance at this walkthrough will not be mandatory, but the District will not schedule alternative walkthroughs for consultants unable to attend the scheduled walkthrough.

RESERVATIONS

The District reserves the right to reject any and all submittals, waive any informalities, and waive any technicalities or clerical errors in any submittal as the interest of these entities may require, and they will select the firm which, in their judgment, is best qualified and capable of providing the services required by the District.

All costs incurred for the preparation of any submittal will be the sole responsibility of the submitter. All responses to this Request for Qualifications become the property of the District and will be part of the public record.

CONTRACT NEGOTIATIONS

Any firm providing a submittal acknowledges and agrees that the Board's selection of their firm as the most qualified shall in no way create a valid or binding contract between the Consultant and the District. Upon selection of the most qualified firm(s), the District will attempt to negotiate and contract for services described in this solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached. Any contract entered into between the District and the selected Consultant will be at the discretion of the Board of Education.

CONTRACT TERMS

Any firm providing a submittal agrees, by providing a submittal, that the contract terms enumerated below will be made part of the final contract between the Consultant and the District and can only be modified by the District in its sole discretion. Alternatively, if the selected firm desires to use the form AIA B101-2017 as the contract with the District, then by providing a submittal the selected firm agrees that the

"Supplementary Conditions" attached hereto as Exhibit A will made part of the final contract between the Consultant and the District and can only be modified by the District in its sole discretion. The submitting firm further agrees that it will make no attempt to change, delete or otherwise modify these contractual terms, whether in this RFQ or in Exhibit A, and further agrees that any attempt to do so shall constitute failed negotiations and allow the District to negotiate a contract with the next most qualified firm(s). Further, any attempt to change, delete or otherwise modify these terms in the submittal itself shall be grounds for the District to reject the firm's submittal at the District's sole and absolute discretion.

1. **Hold Harmless**.
   To the fullest extent permitted by law, Architect shall indemnify, defend and hold harmless the Brunswick R-II School District, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Employees and Sub-Contractors of each and any of them from and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to Architect's and Architect's subcontractors' (meaning anyone, including but not limited to consultants having a contract with Architect or a subcontractor for a part of the services) performance under this Agreement, provided that any such claim, cost, loss, damage or expense is attributable to any intentional or negligent act or omission of Architect, of any subcontractor, or of anyone directly or indirectly employed by Architect or by any subcontractor, or of anyone for whose acts the Architect or its subcontractor may be liable, in connection with providing these services.

   Architect acknowledges and agrees that the Brunswick R-II School District cannot and will not indemnify, hold harmless or otherwise defend Architect from claims, costs, damages, losses and expenses, even to the extent that such claims, costs, damages, losses and expenses are the attributable to the District's own negligence.

2. **Warranty.**
   The Architect's services shall endeavor to comply with applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations (collectively, "Laws"), and any final Construction Documents shall comply with all applicable Laws in effect at the time of completion of the same. Additionally, Architect shall ensure that any final Construction Documents, including necessary Drawings and Specifications, are reasonably accurate and not substantially deficient or defective, so that construction of the project pursuant to the Construction Documents will be viable, feasible, and otherwise constructible, taking into account the conditions of the site, the budget for the Cost of the Work, all applicable Laws in effect at the time the Construction Documents are completed, and any other conditions to which the project is subject. For purposes of this paragraph, substantially deficient or defective shall mean so faulty as to prevent or unreasonably delay completion of the contract performance by Owner's Contractor. To the extent any final Construction Documents are not reasonably accurate, or are substantially deficient or defective, then Architect shall correct the same and shall bear the costs to the Owner related to changes in the Work.

3. **Background Checks.**
   Prior to commencement of the Architect's Services, the Architect agrees that all of its employees who will be performing the Work and on the District's property will have completed criminal background checks through the Missouri Highway Patrol's criminal history database and sexual

offender registry. The Architect shall not utilize an employee, including a subcontractor or his employee, on the District's property whose background check reveals a conviction, guilty plea, or plea of nolo contendere for any of the following: 1) any crime involving sexual contact, sexual abuse, or sexual exploitation of a minor in any form; 2) any crime involving abuse or exploitation of a minor in any form; 3) any felony involving the use, sale, or possession of a controlled substance that occurred in the last 10 years; 4) any felony involving the use, sale, or possession of a weapon that occurred in the last 10 years; or, 5) any felony involving assault or other harm to another person that occurred in the last 10 years. The Architect shall provide to the District an affidavit confirming that the Architect has complied with these requirements prior to commencement of the Work. Neither the Architect, nor any of the Architect's Consultants shall use an employee, including a subcontractor or his employee, on the District's property who is a registered sex offender. It shall be the responsibility of the Architect to ensure all of its employees and its subcontractors' employees are in compliance with the District's access security requirements.

4. **Compliance with District Policies and Procedures**
Architect, its employees, agents, subcontractors and representatives shall comply with all Policies and Procedures of the District's Board of Education when providing services under this Agreement on the District's property, including the District's tobacco-free campus Policy.

5. **Payment**
The Architect will submit invoices to the District no later than the fifth day of a month for the period of covering the previous month. Upon receipt of an invoice from the Architect, the District shall make payment of the undisputed amount to the Architect no later than thirty (30) days after the date on the invoice is received. If an invoice is received by the District after the date fixed above, payment of the undisputed amount shall be made by the District not later than one week following the next Board of Education meeting occurring the month after the District receives the invoice. Amounts owed and not paid in accordance with the dates fixed above shall bear interest at the rate of one and a half percent (1.5%) monthly, not compounding. Both the District and the Architect agree that the foregoing submittal deadlines shall be a material provision of this Agreement. The District may withhold payment from Architect and any of its subcontractors for any fines imposed upon the District for Architect's or any of its subcontractor's non-compliance with applicable laws.

6. **E-Verify.**
Prior to commencement of the Work, Architect shall provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement.

Architect shall also provide the District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided herein.

7. **Anti-Discrimination Against Israel.**
Prior to commencement of the Work, Architect shall provide to the District a written statement verifying its compliance with the Missouri Anti-Discrimination Against Israel Act.

8. **Nondiscrimination.**
Architect will be required to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, national origin, age, disability, or any other legally protected class.

9. **Taxes.**
The District is a public entity exempt from payment of state sales taxes and will furnish Architect with all required information to allow Architect to benefit from this status to the extent applicable. Architect shall apply the exemption in accordance with state law for purchases required for the services. Architect shall pay all other required sales, consumer, use and other similar taxes, if any.

10. **Code Compliance**
The Architect will perform all services in accordance with all applicable codes identified by the city of Brunswick, Chariton County, and the State of Missouri, whichever are applicable relative to the jurisdictional authority. It is the sole responsibility of the Architect to ensure that these codes are applied and utilized during the design process. The respective code authority has the final authority to approve or disapprove the final designs, specifications and drawings.

11. **Insurance.**
The Architect shall provide and maintain for the duration of this Agreement, insurance acceptable to and approved by the District. A Certificate of Insurance which names the District as additional insured per the following requirements is to be furnished prior to work proceeding under this Agreement.

a. Compensation Insurance.
Architect shall take out and maintain during the life of this Agreement, Employee's Liability and Worker's Compensation Insurance for all of their employees performing services for the District, and in case any work is sublet, the Architect shall require the subcontractor 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 Architect. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, the Architect shall provide, and shall cause each subcontractor to provide, Employee's Liability Insurance for the protection of their employees not otherwise protected.

b. Public Liability and Property Damage Insurance, or Comprehensive General Liability Insurance.
The Architect shall take out and maintain during the life of this Agreement, such public liability and property damage insurance, or comprehensive general liability insurance, as shall protect them and any subcontractor performing services covered by this Agreement from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them, and the limits of such insurance policies shall be no

less than One Million ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage.

c. Automobile Public Liability and Property Damage Insurance.
The Architect shall maintain during the life of this Agreement, automobile public liability and property damage insurance in the amount of not less than $1,000,000, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Architect's own automobiles, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of any project for which the Architect is providing services.

d. Professional Liability Insurance.
The Architect shall provide the District with proof of professional liability insurance covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two million dollars ($2,000,000.00) per claim and in the aggregate. Coverage shall be maintained for the term of services under this Agreement. If the District chooses to acquire a policy of professional liability insurance for Architect's services, then the District and Consultant must agree on the limits of coverage, parties covered, deductible required and length of the policy period after substantial completion of the services.

e. Umbrella Coverage.
Umbrella coverage sufficient to meet collective requirements is acceptable.

f. Proof of Insurance.
A Certificate of Insurance, which names the District as additional insured on any policy under 11.b and 11.c herein only, is to be furnished within fifteen (15) calendar days following the notice of award, and prior to work proceeding under this contract. Any such Certificate of Insurance shall contain a thirty (30) day mandatory cancellation notice. In addition, all such insurance listed above shall remain in effect until such time as the District has determined that the Agreement is complete. The District may demand proof of insurance at any time during the term of the contract. A failure to comply with such request shall constitute a material breach of this Agreement by the Architect. The District preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of sovereign or governmental immunity, as set forth in RSMo. § 537.600 et seq. To the extent that any portion of this Agreement requires that the District be listed as an additional insured on any of the Architect's insurance policies, the District and the Architect agree and understand that the District's inclusion as an additional insured on the Architect's applicable insurance policies and the insurance coverage thereby provided to the District is neither intended nor required to provide coverage to the District for claims from which the District enjoys sovereign immunity. The Architect shall ensure that any such insurance policy(ies) which names the District as an additional insured contains a sovereign immunity preservation provision.

12. <u>General Provisions</u>

a) Control. Nothing in this Agreement shall be construed as reserving to the District any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Architect. The entire control or direction of such business and operation shall be in and shall remain in Architect, subject only to Architect's performance of its obligations under this Agreement. Neither Architect nor any person performing any duties engaged in any work on behalf of Architect shall be deemed an employee or agent of the District.

b) Governing Law. This Agreement and the construction and enforceability thereof shall be under the laws of the state of Missouri. The sole and exclusive venue for any action or proceeding between the parties in connection with this Agreement shall be in the County of Chariton, State of Missouri, and the parties consent to the jurisdiction of the same.

c) Survival. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion, and acceptance of the Work or termination or completion of this Agreement or termination of the services of the Architect.

d) Headings. Article and paragraph headings are inserted for convenience only and do not constitute parts of this Agreement.

e) Immunity. Nothing in this Agreement shall be construed to waive any immunity, sovereign or other, conferred upon the District by Missouri law or common law. Nothing herein shall be construed as a waiver of sovereign or governmental immunity, as set for in RSMo. § 537.600 et seq. Any insurance purchased by the Architect hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the District and its employees by statute or at common law.

f) Time. When any period of time is referred to in this Agreement or the Attachments by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

g) Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of this Agreement. The provisions of this Paragraph will be as effective as if repeated specifically in this Agreement in connection with each particular duty, obligation, right, and remedy to which they apply.

h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.

i) **Assignment.** Neither party may assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

j) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by the District and Architect.

k) **Termination for Convenience.** Notwithstanding anything in this Agreement to the contrary, the District shall have the right to immediately terminate this Agreement for its convenience in the event the District's 2027 bond issue does not pass. In the event of such termination, the District shall only be liable to the Architect for those services authorized by the District and provided by the Architect (including its subcontractors and consultants) up to the time of the Architect's receipt of the District's notice of termination.

PROPOSAL SUBMITTAL

The undersigned agrees and understands that:

The District has the right to reject any and all proposals, to waive technicalities or other requirements for its benefits, and to accept the proposal as genuine.

The submitted proposal is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rule of any group, association, or corporation.

That there has been no attempt on their part to directly or indirectly induce or solicit any other vendor to submit a false or sham proposal.

That there has been no attempt on their part to solicit or induce any person, firm or corporation to refrain from submitting a proposal.

And that they have not sought by collusion or otherwise to obtain for themselves any advantage over any other bidder or over the District.

Signature_____

Print Name_____

Firm Name_____

Mailing Address_____

Phone (_____)_____

Email _____

Date _____

Exhibit A

Brunswick R-II School District
Supplementary Conditions to
AIA Document B101-2017

The following supplements, modifies, changes, deletes from or adds to the "Standard Form of Agreement Between Owner and Architect", AIA Document B101-2017, entered into between the Brunswick R-II School District ("District") and _____. Where any Article of the Standard Form of Agreement is modified or any Paragraph, Subparagraph, Clause, or portion thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect. Language that is being deleted shall be shown by strikethrough below. Language that is being added is shown in red. Italicized language indicates instructions regarding changes to the Standard Form of Agreement.

ARTICLE 1 INITIAL INFORMATION

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. Both parties must consent, in writing, prior to any adjustment in the Architect's services, schedule for the Architect's services, and the Architect's compensation. The parties recognize that the Architect's services are contingent upon successful passage of the Owner's 2027 bond issue currently scheduled for the April 6, 2027, election. Therefore, notwithstanding anything in this Agreement to the contrary, the Owner shall have the right to immediately terminate this Agreement for its convenience in the event the Owner's 2027 bond issue does not pass. In the event of such termination, the Owner shall only be liable to the Architect for those services authorized by the Owner and provided by the Architect (including its subcontractors and consultants) up to the time of the Architect's receipt of the Owner's notice of termination.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing ~~in the same or similar locality~~ under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect's services shall endeavor to comply with applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations (collectively, "Laws"), and any final Construction Documents shall comply with all applicable Laws in effect at the time of completion of the same. Additionally, Architect shall ensure that any final

Construction Documents, including necessary Drawings and Specifications, are reasonably accurate and not substantially deficient or defective, so that construction of the project pursuant to the Construction Documents will be viable, feasible, and otherwise constructible, taking into account the conditions of the site, the budget for the Cost of the Work, all applicable Laws in effect at the time the Construction Documents are completed, and any other conditions to which the project is subject. For purposes of this paragraph, substantially deficient or defective shall mean so faulty as to prevent or unreasonably delay completion of the contract performance by Owner's Contractor. To the extent any final Construction Documents are not reasonably accurate, or are substantially deficient or defective, then Architect shall correct the same and shall bear the costs to the Owner related to changes in the Work.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used by, the Architect with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ 2.6 The Owner preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of sovereign or governmental immunity, as set forth in RSMo. § 537.600 et seq. To the extent that any portion of this Agreement requires that the Owner be listed as an additional insured on any of the Architect's insurance policies, the Owner and the Architect agree and understand that the Owner's inclusion as an additional insured on the Architect's applicable insurance policies and the insurance coverage thereby provided to the Owner is neither intended nor required to provide coverage to the Owner for claims from which the Owner enjoys sovereign immunity. The Architect shall ensure that any such insurance policy(ies) which names the Owner as an additional insured contains a sovereign immunity preservation provision.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. All of the Architect's services shall be made with reasonable promptness and without delay. The Architect shall indemnify and hold the Owner harmless from any and all claims and damages made or incurred by the Contractor or any other affected parties arising out of the Architect's unreasonable delay in performing its duties. If any of the aforesaid claims or damages are caused in part by any other party over which the Architect does not have direct control, then the Architect's obligations under this paragraph will be limited to the Architect's proportionate share for such claims or damages based on the Architect's unreasonable delay.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be responsible to the Owner for the services furnished to the Architect by any of the Architect's own consultants to the same extent as if the Architect has furnished the service itself. The Architect will also coordinate and resolve any inconsistencies in its work and the work of its consultants. All of the Architect's contracts with its consultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third-party beneficiary of this Agreement." The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's ~~consultants.~~ consultants; provided, before such reliance it shall first review the same in its capacity as project architect. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 – *Delete in its entirety and replace with the following:*

> As soon as practicable after receiving authorization to proceed from the Owner, the Architect shall submit for Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as requested by the Owner. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. Reasonable cause shall include the failure of the Board of Education to approve projects. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval, which shall not be unreasonably withheld.

§ 3.3 Design Development Phase Services

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work within ten (10) days of the Owner's approval of the Schematic Design Documents, prepared ~~it~~ in accordance with Section 6.3, and provide it to the Owner.

§ 3.4 Construction Documents Phase Services

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and/or the Owner's representatives, in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work within ten (10) days of the Owner's approval of the Design Development Documents, prepared ~~it~~ in accordance with Section 6.3, and provide it to the Owner.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction to be reviewed by the Owner's legal counsel. The Architect shall be familiar with and comply with Missouri law governing the Owner's legal obligations in the competitive bidding process, which can be found in the Policies and Procedures of the Owner's Board of Education.

§ 3.5.2 Competitive Bidding

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction and facilitating the distribution of Bidding Documents to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.2~~3~~3 organizing and conducting a pre-bid conference for prospective bidders;

.3~~4~~4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4~~5~~5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall~~, as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions, if the request is timely, to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended by the Owner and Contractor. ~~If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ The Architect shall be provided a copy of any amendments to AIA Document A201-2017, and if the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement without Architect's consent, which shall not be unreasonably conditioned, withheld or delayed.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons

or entities performing portions of the Work not under the direct control of the Architect.

§3.6.2 Evaluations of the Work

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner about the rejection. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by ~~both Owner and~~ Contractor~~, shall not show partiality to either,~~ and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.4 Submittals

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, unless the Architect knows or receives notice of any deficiencies with the adequacy or accuracy of the services.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 ~~The~~ Upon consultation with and approval by the Owner, the Architect may order minor changes in the Work that are consistent with the intent of the

Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Owner shall not be liable for payment for additional work not based upon a Change Order or Construction Change Directive.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. However, the Owner shall not be liable for failure to provide said notice or for failure to become aware of any fault or defect in the Project. Further, the Owner's failure to provide said notice or become aware of any fault or defect in the Project will not relieve the Architect of its duties and obligations set forth herein.

ARTICLE 6 COST OF WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The cost of the work also does not include the cost of work required to correct the errors or omissions of Architect or any of its consultants.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.3.1 ~~In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.~~ The Owner shall not use the Instruments of Service without retaining the author of the Instruments of Service or in accordance with Section 9.7.1. ~~The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~ The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.2 *[Delete in its entirety]*

§ 8.1.3 *[Delete in its entirety]*

§ 8.2 Mediation *[Deleted in its entirety]*

§ 8.3 Arbitration *[Deleted in its entirety]*

§ 8.1.2 The method of binding dispute resolution for all claims and disputes shall be the following:

[X] Litigation in a court of competent jurisdiction

The Owner and the Architect may participate in non-binding mediation to resolve and claims and disputes between each other, but shall not be required to do so.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, through no fault of the Architect or its consultants, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven business days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted except where the Architect has failed to perform its duties as set forth in this Agreement. ~~Architect may suspend services at his sole discretion and without penalty.~~

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and reasonable costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, but not including lost profit or other fees not yet due and payable to Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected~~

~~arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ The sole and exclusive venue of any litigation arising out of this Agreement shall be in the Circuit Court of Chariton County, Missouri, and the parties consent to the jurisdiction of the same.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information ~~after 7 days' notice~~ as soon as reasonably practical following notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.10 The Architect shall indemnify and hold the Owner and the Owner's Board members, officers and employees (the "Indemnified Party" or "Indemnified Parties") harmless from and against all damages, losses, expenses, and judgments arising from claims by third parties, including reasonable attorneys' fees, but only to the extent they result from the Architect's, its employees', or its consultants' negligent performance of professional services under this Agreement, willful misconduct, or malicious acts (the "Indemnified Acts"). Architect further agrees, either after adjudication by a court of competent jurisdiction or upon agreement and acknowledgement by the Architect, to pay upon demand or reimburse the Indemnified Parties pursuant to this provision for any costs and fees either agreed to by Architect or determined by the court to have been reasonably and actually incurred by the Indemnified Party in the defense of those claims resulting from the Indemnified Acts.

§ 10.11 Prior to commencement of the Architect's Services, the Architect shall provide to the Owner a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the E-verify program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. The Architect shall also provide the Owner a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

§ 10.12 The relationship of the Owner and the Architect is one of District and independent contractor and not master and servant or joint venturers. Except as specifically provided herein, the Architect does not have the authority to act for and on behalf of the Owner.

§ 10.13 Prior to commencement of the Architect's Services, the Architect agrees that all of its employees who will be performing the Work and on the Owner's property will have completed criminal background checks through the Missouri Highway Patrol's criminal

history database and sexual offender registry. The Architect shall not utilize an employee, including a subcontractor or his employee, on Owner's property whose background check reveals a conviction, guilty plea, or plea of nolo contendere for any of the following: 1) any crime involving sexual contact, sexual abuse, or sexual exploitation of a minor in any form; 2) any crime involving abuse or exploitation of a minor in any form; 3) any felony involving the use, sale, or possession of a controlled substance that occurred in the last 10 years; 4) any felony involving the use, sale, or possession of a weapon that occurred in the last 10 years; or, 5) any felony involving assault or other harm to another person that occurred in the last 10 years. The Architect shall provide to Owner an affidavit confirming that the Architect has complied with these requirements prior to commencement of the Work. Neither the Architect, nor any of the Architect's Consultants shall use an employee, including a subcontractor or his employee, on the Owner's property who is a registered sex offender.

§ 10.14 To the extent that § 34.600, RSMo. applies to this Agreement, the Architect hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.

§ 10.15 Severability: Any term of provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 11 COMPENSATION

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. ~~The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.10 Payments to the Architect

§ 11.10.2.1 The Architect will submit invoices to the Owner no later than the fifth day of a month for the period of covering the previous month. Upon receipt of an invoice from the Architect, the Owner shall make payment of the undisputed amount to the Architect no later than thirty (30) days after the date on the invoice is received. If an invoice is received by the Owner after the date fixed above, payment of the undisputed amount shall be made by the Owner not later than one week following the next Board of Education meeting occurring the month after the Owner receives the invoice. Amounts owed and not paid in accordance with the dates fixed above shall bear interest at the rate of one and a half percent (1.5%) monthly, not compounding. Both the Owner and the Architect agree that the foregoing submittal deadlines shall be a material provision of this Agreement.

~~Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed, Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation ~~to impose a penalty or liquidated damages on the Architect, or~~ to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Owner has a good-faith objection to the amount of compensation requested by the Architect or a good-faith belief that the Architect can be found to be legally liable for such amounts. ~~the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

Article 13 Scope of the Agreement

§ 13.2.2 Exhibits:

Exhibit A – Brunswick R-II School District Request for Qualifications dated October 29, 2026;
Exhibit B – _____ Professional Services Qualifications Submittal dated _____, 2026; and,
Exhibit C – Brunswick R-II School District Supplemental Conditions to AIA Document B101-2017.