



**BRENTWOOD** Public Schools

2221 High School Drive Brentwood, Missouri 63144  
p 314-962-4507 f 314-962-7302 www.brentwoodmoschools.org

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# REQUEST FOR QUALIFICATIONS

For

Architect of Record

For

**Brentwood School District**

**2221 High School Dr  
Brentwood, MO 63144**

**December 23, 2025**

**Brentwood School District Request for Qualifications (RFQ)  
Architect of Record**

Acknowledgement: Please acknowledge receipt and interest in this Request for Qualifications (RFQ) by completing the information requested below and faxing it to (314) 962-7302 Acknowledgement due date is <b>January 7, 2026</b> . Provider Name: _____ Contact Name: _____ Address (include City, State, Zip): _____ Phone: _____ Fax: _____ Email: _____															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Dates:</td> </tr> <tr> <td style="width: 40%; padding: 5px;">Issued</td> <td style="padding: 5px;">December 23, 2025</td> </tr> <tr> <td style="padding: 5px;">Acknowledgement Due Date and Deadline for Questions</td> <td style="padding: 5px;">January 7, 2026</td> </tr> <tr> <td style="padding: 5px;">Responses to the Questions</td> <td style="padding: 5px;">January 9, 2026</td> </tr> <tr> <td style="padding: 5px;">RFQ Response Due Date</td> <td style="padding: 5px;">January 12, 2026</td> </tr> <tr> <td style="padding: 5px;">Award of Contract</td> <td style="padding: 5px;">On or after January 21, 2026</td> </tr> <tr> <td style="padding: 5px;">           Board Meeting:            All vendors who respond to the RFQ will receive a notification letter by email within one week after the Board meeting.         </td> <td style="padding: 5px;"></td> </tr> </table>	Dates:		Issued	December 23, 2025	Acknowledgement Due Date and Deadline for Questions	January 7, 2026	Responses to the Questions	January 9, 2026	RFQ Response Due Date	January 12, 2026	Award of Contract	On or after January 21, 2026	Board Meeting: All vendors who respond to the RFQ will receive a notification letter by email within one week after the Board meeting.		<b>Brentwood School District Contact Information</b>  Andrew Hartnett Director of Facilities  Facilities 2221 High School Dr Brentwood, MO 63144  Phone: (314) 962-4507 Fax: (314) 962-7302 ahartnett@brentwoodmoschools.org
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**Terms**

- All responses to this RFQ must be mailed or hand delivered in a **sealed, clearly marked** envelope with company name and response description and marked **SEALED SUBMISSION and Architect of Record. Faxes are not acceptable.**
- Complete and return this page as evidence of an intent to submit a response. Any addendums will be communicated to all participants submitting this document to fax number (314) 962-7302, attention Andrew Hartnett, Director of Facilities
- Brentwood School District is tax exempt.
- Do not include a copy of this entire RFQ document with your response. Only include this page and the associated responses.
- All questions must be sent through email to the assigned contact person.

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## I. INVITATION FOR QUALIFICATIONS

- A. The District is a diverse, public school district located in St. Louis County in Missouri. The District covers approximately 2 square miles, serves approximately 800 students and employs approximately 200 staff. The District has 3 school facilities, including 2 elementary schools, 1 combined middle and high school.

The governing body of the District is a seven-member Board of Education. The Administration of the District is headed by the Superintendent of Schools.

- B. The Brentwood School District proposes to retain a qualified firm/team for the professional design services as an architect of record to support the long-term capital improvement projects of the District.
- C. The District anticipates annual investments during the first year of our agreement to be between \$500,000 - \$1,500,000 in order to support replacement due to improvement and obsolescence. This includes all construction, FFE, professional services fees, contingency, etc.
- D. To facilitate the selection of the consultant for the scope of work, interested firms are invited to submit qualifications for consideration. Your submission should contain, at a minimum, the information requested in Section VI of this Request for Qualifications. No price or compensation information is being requested by this Request for Qualifications.
- E. Three (3) hard copies of the qualifications must be submitted to and received by the office listed below no later than 12:00 PM on **January 9, 2026**. An electronic copy must also be emailed to the district's point of contact: **ahartnett@brentwoodmoschools.org**.

Director of Facilities, Director of Andrew Hartnett,  
Brentwood School District Facilities Department  
2221 High School Dr  
Brentwood, MO 63144

- F. Questions concerning this project may be directed to Andrew Hartnett, Director of Facilities at (314) 962-4507.

## II. PROJECT DESCRIPTION

The Brentwood School District anticipates annual investments of between \$500,000 - \$1,500,000 to support replacement due to improvement and obsolescence. This includes all construction, FFE, professional services fees, contingency, etc.

Anticipated projects include flooring, roofing, athletic facilities and HVAC replacement. The scope of work may be adjusted based upon budget limitations.

### III. SCOPE OF SERVICES

#### A. **DESIGN SERVICES**

1. Services to be included in the Consultant's agreement shall include:

- Needs Assessment and Space Programing
- Architectural and Interior Design
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Fire Protection Engineering
- Structural Engineering
- Civil Engineering
- Low Voltage Design
- Audio Visual System
- Access Controls
- Security design including perimeter entry, interior access.
- Landscape Design
- Signage Design: building, exterior and interior

### IV. CONTRACT FORMAT

The selected design firm shall provide a standard AIA contract format with the attached Owner-Architect contract provisions included (See Exhibit A). Any concerns with the provisions provided in Exhibit A must be noted, under a separate tab, in your RFQ response.

Shortlisted firms will be expected to have prepared a final draft of their Owner-Architect contract, including proposed fees. However, only the top ranked firm will be asked to submit this information and within 24 hours of notification.

V. SELECTION PROCESS

- A. The School District intends to award the contract to the most qualified Consultant which best demonstrates the commitment and application of experience, resources, and methods to the unique project requirements.
- B. Your written response to this RFQ will be used to evaluate your firm’s or team’s qualifications, those of your proposed project team members and the suitability of your indicated approach or plan for the project. It is anticipated that a short list of firms (or teams) will be selected for follow-up interviews.

**It is anticipated that interviews will be held on January 14, 2026.**

- D. Selection Schedule
  - 1. RFQ Issuance December 23, 2025
  - 2. Receipt of Responses January 9, 2026
  - 3. Shortlist Notification January 12, 2026
  - 4. Interviews January 14, 2026
  - 5. Board Approval January 21, 2026
  - 6. Notice to Proceed January 21, 2026

VI. STATEMENT OF QUALIFICATIONS

Responses to this RFQ should be in the same order as requested. Responses should be specific and precise with adequate detail to accurately define your qualifications for performing the services required. Limit your responses to the information requested by each section. Any additional information that you wish to submit should be included in a separate section marked “Supplemental Information”. Please provide:

- A. Brief history and general overview of your company. Please include the name, address, email, and phone number of your primary point of contact.
- B. Introduction of any and all subconsultants required for the completion of the Project. Clearly define your history of working together.
- C. A list of related project experience by the lead firm. Please provide a similar list for each subconsultant. List the project, project description, client, client contact information, date completed, description of project/services completed and who from your proposed project team was involved.
- D. Organizational Chart of key personnel.
- E. A narrative describing who will be leading and supporting each major task identified.

- F. Resumes describing the experience and capabilities of key personnel involved. Please note that the District is an advocate for sustainable design and construction. Though it is not the District's intent to achieve LEED Certification.
- G. Provide a management plan that sufficiently defines your project understanding and how you would approach completing the services.
- H. Provide information, references, reference letters and any other data that substantiates your record of performance.
- I. Provide information as to whether the party responding to this RFQ has been involved in litigation or termination for default in the previous five years.
- J. Provide information detailing your proximity and familiarity with the project, Brentwood School District and Brentwood, MO.

VII. MISCELLANEOUS INFORMATION

- A. Nothing contained herein shall create any contractual relationship between the Owner and any firm submitting qualifications. No contract shall exist unless and until a written agreement is approved by the Board of Education and executed by authorized representatives of both parties. Statements contained in the response of the successful firm may be incorporated into the agreement only if expressly accepted in writing by the District.
- B. Information received from each firm will become the property of the Owner. Information submitted by the firm cannot be considered confidential.
- C. Owner reserves the right to approve all assigned personnel and may require the firm to replace members of the project team as deemed necessary.
- D. The owner, Principal, or Corporate Officer of the responding firm shall sign the response to the Request for Qualifications attesting that all the information provided is true.
- E. The Owner reserves the right to accept or reject any or all qualifications and to waive any irregularities.
- F. The Owner is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the response to this Request for Qualifications or subsequent negotiations of a contract for professional services.
- G. As part of your cover letter, provide name, address, telephone and fax number, and e-mail address of the firm responding to this Request for Qualifications. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.

- H. To the fullest extent permitted by Missouri law, the selected Firm shall indemnify, defend, and hold harmless the Brentwood School District, its Board of Education, officers, employees, and agents from and against claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts, errors, or omissions of the Firm, its consultants, subcontractors, or anyone directly or indirectly employed by them in the performance of the Contract. The Contract will not include a cap or limitation on the Firm's liability.
- I. Nothing contained in this Request for Qualifications, nor any subsequent agreement entered into as a result of this RFQ, shall be construed as a waiver of the sovereign or governmental immunity of the Brentwood School District, its Board of Education, officers, employees, or agents, as provided under Missouri law, including but not limited to §537.600 RSMo. Any waiver of immunity shall be strictly limited to the extent expressly provided by statute and only to the extent of insurance coverage actually maintained by the District.
- J. The District shall not be liable for consequential, incidental, or special damages arising from this procurement or any resulting agreement, except as expressly required by law.

## VIII. REQUIRED FORMS

The respondent shall execute the following forms and return the signed originals with their response to this RFQ.

1. **Company Identification Form** - provides basic information for the submitting party and the primary contact information for the company representative.
2. **References and Experiences** - Parties responding to this RFQ will provide evidence of relevant experiences which make them the best fit for the District and document their ability to meet the needs of the District to the selection committee.
4. **Notification of Criminal History of Contractor** - A person or business entity that enters into a contract with a school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony
5. **Debarment, Suspension and Ineligibility Certification** - Contractors and all sub-recipients must certify that their organization and its principal owners are not suspended or debarred by a Federal agency through the sam.gov system.
6. **Certification Regarding Israel** - Anti-Discrimination of Israel Act, requires state contractors to certify in writing that they do not and shall not, for the duration of the contract, engage in a boycott of Israel or companies doing business in Israel.
7. **E-Verify** - E-Verify compares information from an employee's Employment Eligibility Verification Form I-9 to data from U.S. government records. If the information matches, that employee is eligible to work in the United States. If there is a mismatch, E-Verify alerts the employer and the employee is allowed to work while he or she resolves the problem; they must contact the appropriate agency to resolve the mismatch within eight (8) federal government work days from the referral date. The program is operated by the Department of Homeland Security (DHS) in partnership with Social Security Administration.
8. **W-9** Form W-9 is the IRS form used by the District to request your taxpayer identification number. Party responding to this RFQ may get a blank Form W-9 to fill out if the party is hired to provide goods or services. Filling out a W-9 is straightforward. Just provide the name and Social Security Number, or the name and Employer Identification Number of the business. By submitting a W-9, the bidder is certifying that the tax id number provided is correct and accurate.

**Attachment 1: Company Identification Form**  
**(Complete and Return as part of bid)**

Designate one individual as the Company’s representative to the District during the term of the contract. The representative will be contacted to solve any and all problems that may arise concerning the RFQ response during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFQ and that the enclosed response is submitted in accordance therewith. Once completed and returned, this response becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this Company Identification Form, the Company certifies that there are no “PARTIES OF INTEREST” or “CONFLICTS OF INTEREST”, as defined by state and/or federal regulations, existing between the Company and the District or any of its employees, agents or Board of Education members.

Legal Name	Representative Name	Title	
Address	City/State/Zip	Phone #	Fax #
E-Mail Address: _____			

Years in Operation \_\_\_\_\_ Years under current structure and/or under previous structure \_\_\_\_\_

1: Name of Company’s Officers

NAME	TITLE
_____	_____
_____	_____
_____	_____

2: The undersigned hereby acknowledges the receipt of the following addenda (if applicable)

Addendum		Date
Number	Date Issued	Acknowledged
Signature		
_____	_____	_____
_____	_____	_____
_____	_____	_____

3: The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFQ, and that the terms and conditions set forth in the response will remain open for at least 5 days from the deadline for submission of responses.

\_\_\_\_\_  
**Company Officer’s Name**

\_\_\_\_\_  
**Signature Date**

**Attachment 2: References and Experiences**  
**(Complete and Return as part of submission)**

Each Company is encouraged to submit five (5) references. Each reference must be presently using services similar to those requested in this RFQ. No reference may be an affiliate of the Company or the Company's officers, directors, shareholders or partners.

**List as primary references any contracts with similar purchases; preferably public school districts. Include contacts and telephone numbers for each reference. Use additional pages for additional contracts.**

- 1: Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Name and Title of Contact: \_\_\_\_\_  
Phone Number of Contact: \_\_\_\_\_  
Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_
- 2: Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Name and Title of Contact: \_\_\_\_\_  
Phone Number of Contact: \_\_\_\_\_  
Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_
- 3: Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Name and Title of Contact: \_\_\_\_\_  
Phone Number of Contact: \_\_\_\_\_  
Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_
- 4: Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Name and Title of Contact: \_\_\_\_\_  
Phone Number of Contact: \_\_\_\_\_  
Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_
- 5: Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Name and Title of Contact: \_\_\_\_\_  
Phone Number of Contact: \_\_\_\_\_  
Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_

**Attachment 4: Debarment, Suspension and Ineligibility Certification**  
**(Complete and Return as part of submission)**

To be provide a complete response a Contractor must certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

**I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.**

VENDOR'S NAME:

Authorized Officer or Agent: \_\_\_\_\_

Printed name of company official signing above: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Attachment 6: Certification Regarding Israel**

1. Contractor hereby certifies in writing to the **Brentwood School District** as follows (for purposes of this certification, Contractor shall be referred to as Company):

That Company is not currently engaged in and shall not, for the duration of the contract, 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.

2. As used in this certification, the following terms and phrases shall be defined as follows:

- (a) "Boycott Israel" and "boycott of the State of Israel", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with 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, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of 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, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of 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 shall be considered to be conclusive evidence that a company is participating in a boycott of 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; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of 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 if other factors warrant such a conclusion; and
- (b) "Company", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

In Witness Whereof, the foregoing certification is entered into as of \_\_\_\_\_, 20\_\_\_\_.

Contractor/Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

**Brentwood Public School District  
Architect of Record  
Exhibit A: Owner – Architect Contract Provisions**

**EXHIBIT A: Owner - Architect Contract Provisions**

**The following clarifications shall be made part of any Agreement made between the selected Architect and Owner.**

1. To “Architect’s Responsibilities”, Add:
  - a. The Architect, in consideration of the Fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including, but not limited to, architect, structural engineer, civil engineer, mechanical engineer, electrical engineer and any others as necessary, to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits.
  - b. The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect’s project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect’s consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.
  - c. The Architect must prepare drawings, specification and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the COW defined by the last estimate agreed upon by all parties prior to Project Bidding. The Architect shall be responsible to redesign at its own expense to reduce scope to get within budget.
  - d. For each design deliverable the Architect shall provide an estimate for the Mechanical, Plumbing, Fire Protection, Electrical, Low Voltage Systems (Audio Visual, Security, Voice/Data), Furniture, water element and possible playground scopes of work. Furthermore, the Architect shall collaborate with the district or designee in order to determine estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary.
2. To “Scope of Architect’s Basic Services”, Add:
  - a. Architect shall review and approve contractor submittals.
  - b. Architect shall review and respond to RFI’s.
3. For Competitive Bidding Phase Services, Add:
  - a. The Architect shall attend and assist with a pre-bid conference for prospective bidders, and attend and assist with the opening of bids, and subsequently documenting and distributing bidding results, as directed by the Owner.
4. Under ‘Changes in the Work’, Add:
  - a. Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

**Brentwood Public School District**  
**Architect of Record**  
**Exhibit A: Owner – Architect Contract Provisions**

5. Under ‘Basic Services’, Design and Construction Phase Services Shall include the following as the responsibility of the Architect:
  - a. Architectural and Interior Design
  - b. Mechanical Engineering
  - c. Plumbing Engineering
  - d. Electrical Engineering
  - e. Fire Protection Engineering
  - f. Structural Engineering
  - g. Civil Engineering
  - h. Low Voltage Design
    - i. Audio Visual Systems
    - ii. Telecom and Data Backbone
    - iii. Security design including perimeter entry, interior access.
  - i. Limited Landscape and Irrigation Design (if required)
  - j. Furniture inventory, planning, selection, estimating and procurement.
  - k. Signage Design: building, wayfinding and interior signage.
  - l. Public Agency Interface: All preplanning required for AHJ Approvals and permitting.
  - m. MEPFP, Furniture, AV, Specialty Systems Estimating
  - n. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with Authorities Having Jurisdiction (AHJ’s) to confirm code interpretations and design assumptions and to pre plan for permitting.
  - o. Presentations to the Board: One Presentation per Design Phase
  - p. Typical Construction Phase administration and Code required commissioning.
  
6. Under ‘Architect’s Additional Services’, the following limits shall be reached before Additional Services can be requested:
  - a. Maximum of three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
  - b. Minimum of two visits to the site by the Architect during construction are two (2) occur per week.
  - c. Maximum of two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  - d. Two (2) inspections for any portion of the Work to determine Final Completion
  - e. Additional Services shall not be authorized or compensable unless approved in writing by the Owner in advance.
  
7. Under ‘Cost of the Work’, revise the following statement as such:
  - a. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

**Brentwood Public School District**  
**Architect of Record**  
**Exhibit A: Owner – Architect Contract Provisions**

8. Under ‘Copyrights and Licenses’, replace all other language with the following:
  - a. All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively “Instruments of Service”) and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of Service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation due under this agreement for the services completed by the Architect. No further compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of Service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of Service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner’s Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format. Owner’s reuse shall be without responsibility for errors resulting from modifications not made by the Architect.
9. The Owner shall not pay any unearned fee if the Owner terminates this Agreement.
10. This Agreement shall terminate within three years of formal acceptance and may be renewed based upon mutual acceptance of both parties.
11. Under Reimbursable Expenses, Add:
  - a. Architect shall provide Owner with two full size and one-half size sets of documents at each design milestone.
  - b. Architect shall provide Owner with pdf copies of documents at each design milestone.
  - c. Anticipated Design Milestones are: Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents.
12. Under Reimbursable Expenses, Add:
  - a. For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent ( 0 %) of the expenses incurred. Total reimbursable expenses has shall not exceed \$1,000 per project.
13. INDEMNIFICATION
  - a. To the fullest extent permitted by law, Architect, its successors, assigns and guarantors, shall defend, indemnify and hold harmless Brentwood Public School District, its agents, representatives, officers, directors, officials, and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or acts, errors, mistakes or omissions caused in whole or part by Architect relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Architect’s and Subcontractor’s employees.
  - b. Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions nor shall the insurance provisions limit the indemnity provisions.

**Brentwood Public School District  
Architect of Record  
Exhibit A: Owner – Architect Contract Provisions**

- c. Nothing herein shall be construed as a waiver of the sovereign immunity of the Owner beyond the extent expressly waived by Missouri law.

INSURANCE

The architect shall, at its expense, procure and maintain at a minimum for the duration of engagement and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

A. Workers' Compensation and Employers Liability Insurance. Architect shall carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to architect's employees under the U.S. Longshoremen's and Harbor Workers Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to the requested limit.

B. Commercial General Liability Insurance Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the architect, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

- (1) Premises and Operations
- (2) Products and Completed Operations
- (3) Contractual Liability
- (4) Broad Form Property Damage (including Completed Operations)
- (5) Explosion, Collapse and Underground Hazards
- (6) Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the architect's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

C. Limit of Liability. The Commercial General Liability policy limits shall not be less than:

- \$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
- \$2,000,000 Aggregate for Products/Completed Operations
- \$1,000,000 Personal Injury/Advertising Injury
- \$2,000,000 General Aggregate (provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) and CG 20 37 (2004 edition), or substitutes providing equivalent coverage. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

**Brentwood Public School District**  
**Architect of Record**  
**Exhibit A: Owner – Architect Contract Provisions**

Primary Coverage The Architect's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Architect's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- D. Business Automobile Liability Insurance The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with architect's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.
- E. Errors and Omissions Insurance (Professional Liability) Errors and omissions insurance covering Architect Services contemplated under the Agreement with a limit of not less than \$3,000,000 per occurrence/\$3,000,000 aggregate. If such insurance is maintained on a per claims basis, the limit shall be \$3,000,000 per claim with a \$3,000,000 annual aggregate. Such insurance shall cover all services provided by Architect hereunder. Owner may on a project-by-project basis request the Architect to provide a "project policy" with a five-year "extended reporting period" endorsement. Such requirement shall be by written amendment to the Agreement. All coverage shall be retroactive to the earlier of the date of this Agreement or the commencement of the Architect's services in relation to any Project authorized hereunder, covering personal injury, bodily injury and property damage.
- F. Umbrella Excess Liability. The architect should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the employer's liability, commercial general liability and automobile liability. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$2,000,000 per occurrence/\$2,000,000 aggregate.
- G. Waiver of Subrogation The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- H. Certificates of Insurance As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the architect to the Owner before any Work under the Contract is commenced.
- I. Copies of Policies. Architect shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.
- J. Subcontractors Architect shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Architect shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Architect as Additional Insureds and have the Waiver of Subrogation endorsement added.
- K. There will not be a cap or limitation on Architect's liability.