



Request for Qualifications 2021  
Architectural Services for Building Program

10/1/2021

Brentwood Public Library  
8765 Eulalie Ave.  
St. Louis, Missouri 63144  
[brentwoodlibrarymo.org](http://brentwoodlibrarymo.org)

## RFQ 2021 Architectural Services

The Brentwood Public Library in St. Louis, Missouri requests the submission of qualifications from qualified firms to provide Architectural Services to create a building program for the Library as described in this Request for Qualifications.

**The response must be received no later than 5:30 p.m. C.T., on October 19, 2021.**

### *Contact Information and Questions*

Any firm desiring an explanation or interpretation of the Request for Qualifications must request it in writing no later than 5:30 p.m. C.T. on October 8, 2021. Oral explanations or instructions given before the award of the contracts will not be binding. Any information given to a responder concerning a solicitation will be furnished promptly to all other responders as an addendum to this Request for Qualifications by 5:30 p.m. C.T., on October 11, 2021, if that information is necessary in submitting responses or if the lack of it would be prejudicial to any other prospective responders.

To preserve the integrity of the selection process, all questions pertaining to this Request for Qualifications must be submitted via email only to:

Gina Gibbons, Library Director  
[ggibbons@bplmo.org](mailto:ggibbons@bplmo.org)

### *Background and Project Purpose*

The Brentwood Public Library is a municipal library in the St. Louis County area. We are a member of a 9 library consortium within St. Louis County. The consortium serves approximately 142,400 people. Our Library serves a population of 8,000 residents in Brentwood, but we are privileged to serve all members of the Municipal Library Consortium of St. Louis County as well as all residents of St. Louis City and County that choose to use our Library and its services.

We currently have 2,809 active Brentwood cardholders. This does not include the people who use our library but do not have a card or have a card at another Municipal or Public Library in the area. Our collection contains approximately 50,000 items. In 2019 we had 79,100 visits to the Library. We won't mention 2020.

The Library is funded primarily by property tax dollars. In 2021 we have an operating budget of \$789,750.

We are located in the Brentwood City Hall building in a space with 6,200 square feet. We moved here in 1952 and had an extensive remodel in 2004. At the time of the remodel, the library space had not had any major work done for 50 years. The remodel was successful in that it enabled us to offer more technology to the public and provide a more comfortable place for the community to visit, meet, or study.

What it did not provide was more square footage for the growth of the collection and the growth of library programming for children and adults. According to statistics kept in 2005, the Library had 32,000 visitors that year. We are now averaging over 75,000 visitors per year.

The Brentwood Public Library is looking for an architecture firm to assist us in creating a building program for future construction or a remodeling project as further set forth in the Anticipated Scope. The Library Board of Trustees has created a Facilities Committee to figure out our next steps in this process. The Committee is interested in hiring a firm to help us create a checklist of needs for our next space. We would like this process to culminate in a document that would outline the details of the kinds of spaces we need, how much square footage we need for the building, and square footage for parking and potential green space.

### *Anticipated Scope*

The Library would like to utilize a building program when looking at potential sites for a new facility or potential existing facilities. This document will help us communicate to the Library Board and to the community the Library's needs for the near future. We would like to incorporate future-focused models for public service, the collection, programming, community space, technology, accessibility, and environmental sustainability when creating our program.

We need help assessing square footage requirements for all of the different zones in the Library based on these models. This should include, but not be limited to: seating, staff work areas, meeting rooms, outdoor spaces, and parking considerations.

Please include what kind of input from staff, the Board, and the public you would consider gathering in the project. Also, we would welcome comparisons and research into similarly sized and funded libraries that have undergone recent facility projects.

Other services of use to our Building Program:

- Research of zoning ordinances
- Potential site requirements
- Meetings with the City of Brentwood leadership

### *Submission Requirements*

The response must arrive no later than 5:30 p.m. C.T., on October 19, 2021. No response will be accepted after this time and any response arriving after this time will be returned unopened.

Respondents may submit either a hard copy or electronic copy of the response to:

Brentwood Public Library  
Gina Gibbons  
8765 Eulalie Ave.  
St. Louis MO 63144  
[ggibbons@bplmo.org](mailto:ggibbons@bplmo.org)

Responses must be titled "Response to RFQ - 2021 Architectural Services for Building Program."

If this Request for Qualifications is amended, then all terms and conditions, which are not modified, remain unchanged. Responders shall acknowledge receipt of any amendments by signing and returning the amendment along with their response to the Request for Qualifications. The Library must receive the acknowledgement by the time specified for receipt of responses.

No response shall be withdrawn for a period of 90 days subsequent to the due date of the responses without prior written consent of the Library.

The Library reserves the right to split awards, make multiple awards, to reject any and all firms, to request additional qualifications, and to make inquiries to verify qualifications.

The submission must contain the following:

- 1) The specialized experience and technical competence of the firm with respect to architectural design work for libraries or similar institutions;
- 2) The capacity and capability of the firm to complete the analysis and report within a period of 12 weeks upon award of contract;
- 3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- 4) References, including the name, title, organization and telephone number of previous clients for which the firm has performed related work within the past five years;
- 5) The firm's proximity to and familiarity with the area in which the project is located; and
- 6) If your firm believes that a conflict of interest may arise, describe the nature of the conflict and the proposed resolution of the conflict. Further, please describe whether the firm or any of its employees has any professional or personal financial interests or relationships which might conflict with or compromise the expectations of the Library in providing the services set forth in this Request for Qualifications.

FEE PROPOSALS SHALL NOT ACCOMPANY THE RFQ RESPONSE. In the event a response is accompanied with Fee Proposals, the documents will be returned immediately to the responder. After the Library's review of the qualifications and any necessary interviews, the most qualified firm(s) will be asked to provide a Fee Proposal to commence negotiations with the Library.

All responders on Library contracts for services in excess of \$5000 must provide the Library with documentation and a sworn affidavit, with respect to employees working in connection with the contracted services, affirming enrollment in a Federal Work Authorization Program ("FWAP"). The affidavit shall also provide that the responder does not knowingly employ any person in connection with the contracted services who is an unauthorized alien. Such affidavits must be provided with the firm's response to this Request for Qualifications. Subcontractors must provide similar affidavits to its general contractors when the general contractor hires the subcontractor. A contractor or subcontractor is not required to perform an electronic verification check on employees hired before January 1, 2009.

### *Evaluation Criteria*

Responses will be evaluated using the following criteria:

- 1) The specialized experience and technical competence of the firm with respect to the type of services required;
- 2) The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
- 3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- 4) The firm's proximity to and familiarity with the area in which the project is located.

### *Selection Procedure and Award*

Responses will be reviewed by the Facilities Committee on behalf of the Library.

After necessary interviews, the Facilities Committee will rank qualified firms based on the Evaluation Criteria set forth above. Once the Facilities Committee has identified the most qualified firm(s) capable of performing the desired work for the project, the Facilities Committee will request in writing that identified firm(s) provide a Fee Proposal to commence negotiations.

The identified firm(s) shall submit such Fee Proposal(s) in self-addressed stamped envelopes. If the fee presented is acceptable or can be negotiated, then the Facilities Committee will make a recommendation to the Library Board of Trustees, who will award a contract to the selected firm(s).

If the Facilities Committee is unable to negotiate a satisfactory contract with the highest ranked firm selected, then negotiations with that firm will be terminated. The Facilities Committee will then proceed to negotiate with the next highest ranked firm(s) to reach an agreement, unless the Facilities Committee and/or the Board of Trustees determines that it is in the Library's best interest to re-solicit qualifications.

As a condition to the contract award, the selected firm(s) is required to enter into a contract with the Library substantially in the form of the Architectural Services Agreement, attached hereto as Exhibit A, and made a part hereof. The negotiated contract(s) will be presented to the Library Board of Trustees for approval.

The right is reserved by the Library Board of Trustees to cancel the Request for Qualifications or reject in whole or in part for good cause any and all responses when in the best interests of the Library and to waive any irregularity or informality with respect to any responses.

All responders will be notified of the Library's selection as soon as possible.

*Project Timeline*

RFQ published	October 1, 2021
Deadline for submitting questions	October 8 , 2021
Library Response to Questions (if any) posted	October 11, 2021
Response to Request for Qualifications due	October 19, 2021
Facilities Committee Evaluation Period	October 25, 2021
Interviews, if necessary	November 5, 2021
Identify firm(s) to commence negotiations	November 12, 2021
Fee proposals due	November 19, 2021
Negotiation Period	December 3, 2021
Recommend Agreement for Board Approval	December 14, 2021

**EXHIBIT A**

[ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT follows]

## **ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT**

This ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_, 2021, by and between the BRENTWOOD PUBLIC LIBRARY (the “Library”), a municipal library district and political subdivision of the State of Missouri and \_\_\_\_\_ (“Architect”), a \_\_\_\_\_.

### **WITNESSETH:**

WHEREAS, the Library, pursuant to a Request for Qualifications, dated October 1, 2021 and attached hereto and incorporated herein as Exhibit A (“RFQ”), solicited responses for qualifications for architectural and engineering services in connection with the building program project (the “Project”); and

WHEREAS, Architect submitted to the Library, on \_\_\_\_\_, 2021, a Response to the RFQ attached hereto and incorporated herein as Exhibit B (“Response”); and

WHEREAS, the Library has determined Architect to be the most qualified firm consistent with the Selection Procedures and the Evaluation Factors of the RFQ, to provide architectural and engineering services as described in the RFQ; and

WHEREAS, pursuant to the RFQ and Response, the Library and Architect desire to enter into this Agreement to set forth the terms and conditions of the engagement of Architect on behalf of the Library in connection with the Project;

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged by the parties, the parties hereto agree as follows:

#### Section 1. Engagement.

(a) Subject to the terms and conditions of this Agreement, the Library hereby engages Architect to provide Architectural and Engineering Services for the Project, as described in this Agreement, in the RFQ, and in the Response (“Services”).

(b) Architect shall perform the Services and all duties incidental or necessary thereto diligently and completely, consistent with the professional skill and care ordinarily provided by like professionals, as directed by the Library, and as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.



(c) In consideration of the performance of the Services provided by Architect pursuant to this Agreement, the Library agrees to provide compensation to Architect as set forth in Section 3 of this Agreement, subject however, to the non-appropriation provisions of Section 6 of this Agreement.

Section 2. General Administration and Coordination.

(a) Gina Gibbons, the Director of the Library, will be the Authorized Library Representative pursuant to this Agreement.

(b) \_\_\_\_\_, \_\_\_\_\_ of Architect, will be responsible for the management of the Services to be performed by Architect and is the Authorized Architect Representative pursuant to this Agreement.

(c) The Library shall arrange for Architect to have access and a right of entry to all Library facilities required for the purposes of performing the Services.

(d) The Services shall be performed exclusively by the personnel of Architect and other professionals identified in the Response and no other personnel of Architect or other professionals shall perform any of the Services without the prior written approval of the Library.

(e) Except for professionals described in the Response, Architect shall not subcontract any of the Services to be performed by it hereunder without the prior written approval of the Library.

(f) Architect shall have complete charge of its personnel and any other professionals engaged by it in the performance of the Services, and all persons employed or engaged by Architect shall be employees or professionals of Architect and not employees of the Library in any respect. Architect shall identify, those entities and individuals who will perform services for Architect on the Project. No entity or individual shall be removed or replaced without the prior written approval of Library. Any change in individuals or entities without such written approval shall be considered a breach of this Agreement.

Section 3. Compensation and Payment.

(a) Subject to the non-appropriation provisions of Section 6 of this Agreement, the Library shall pay Architect for all satisfactorily performed Services rendered hereunder in accordance with this Section 3. Notwithstanding any provision herein to the contrary, the total compensation to be paid to Architect for the Services and Reimbursable Expenses hereunder shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) during the term of this Agreement, unless otherwise agreed by the Library and Architect in advance in writing.

(b) The total compensation described in subsection (a) above is comprised of the amounts set out in Architect's Fee Proposal, attached hereto and incorporated herein as part of the Response, as follows: Fixed Fee for Professional Design Services in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (hereinafter referred to as the "Fixed Fee"); and Reimbursable Expenses in the not to exceed amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (hereinafter referred to as the "Expense" or "Expenses"). The Expense items are those generally described in Architect's Fee Proposal.

(c) Architect shall prepare and submit invoices to the Library on a monthly basis covering the applicable portion of the Fixed Fee and the applicable Expenses for the Services performed, during the month described in the invoice.

(d) Upon receipt of a satisfactory invoice and supporting documentation from Architect, the Library will remit payment to Architect within 30 days.

(e) The Library shall have the right to withhold payment of any portion of the amount invoiced for Services not performed or completed in a reasonably satisfactory manner until such time as Architect modifies such Services to the reasonable satisfaction of the Library, or the parties agree to resolution regarding any disputed Fixed Fee or Expense amounts.

Section 4. Term of Agreement. This Agreement shall commence as of \_\_\_\_\_, and shall continue until the earliest of: (a) the date that the Project is completed, and that all Services have been completed in accordance with this Agreement to the reasonable satisfaction of the Library; (b) the date that this Agreement is mutually terminated; (c) the date that this Agreement is terminated in accordance with Section 5 or Section 6 of this Agreement; or (d) the date that this Agreement is terminated in accordance with Section 16 of the Agreement.

Section 5. Early Termination Rights.

(a) The Library may terminate this Agreement for any reason by providing at least 90 days prior written notice to Architect, provided that the termination will not affect the Library's responsibility to pay Architect the applicable Fixed Fee and Expenses for satisfactorily performed Services up to the effective date of the notice of termination, and for any further work required of Architect in order to reasonably facilitate an orderly turnover of matters in process at the time of termination.

(b) In the event of any early termination, Architect will be required to turn over to the Library all files, drawings, plans, specifications, documents, memoranda, and other materials relating to the Services as Architect and all work product and instruments of service produced in connection with this engagement as Architect of any kind and nature whatsoever.

Section 6. Fiscal Funding.

Notwithstanding any provision herein to the contrary, the term of this Agreement is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the Library during the term hereof, in the event that sufficient funds are not available to the Library, are not able to be appropriated by the Library or cannot be budgeted by the Library for the Services hereunder, the Library shall have the right to terminate this Agreement upon prior written notice to Architect prior to the beginning of any such fiscal year. In the event of any such termination, the Library shall pay the applicable Fixed Fee and Expenses for satisfactorily performed Services up to the effective date of the notice of termination.

Section 7. Independent Contractor. Architect is an independent contractor and is not an employee of the Library. Accordingly, Architect shall be responsible for payment of all taxes, including federal, state and local taxes, arising out of Architect's Services including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes. Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Architect and the Library; and neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

Section 8. Records.

(a) Architect shall provide written status reports regarding the Services to the Authorized Library Representative as requested.

(b) During the term of this Agreement, Architect shall maintain books of accounts of its expenses and charges in connection with its Services in accordance with generally accepted accounting principles and practices.

(c) The Library at all reasonable times shall have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Architect.

(d) Architect shall provide the Library with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables.

Section 9. Work Product.

(a) The Library shall own all right, title and interest, including without limitation, all copyrights and intellectual property rights, to all documents, drawings, plans, specifications, instruments of services and work product of Architect created in performance of or relating to this Agreement.

(b) Architect hereby unconditionally transfers and assigns, and shall require its consultants to unconditionally transfer and assign, to Library, all common law, statutory and other reserved rights, including but not limited to, copyrights, trade secrets or other proprietary rights with respect to all documents, drawings, plans, specifications, instruments of service and work product, and agrees, upon request of Library, to turn over to Library, the originals and all copies of such documents and materials as of the date of such request. Architect agrees to take all other steps reasonably requested by the Library to establish and maintain the Library's ownership rights in the documents covered in this Section.

Section 10. Confidential Information.

(a) Architect acknowledges and agrees that in the course of the performance of the Services pursuant to this Agreement, Architect may be given access to, or come into possession of, confidential information of the Library which information contains trade secrets, proprietary data, privileged material, or other information described to Architect as confidential, and additionally includes, without limitation, confidential information, materials, products, and deliverables developed during, and discoveries and contributions made by Architect in the performance of this Agreement (collectively referred to as "Confidential Information").

(b) Architect acknowledges and agrees, except as required for the performance of Architect's Services hereunder or if required by judicial or administrative order, trial, other governmental proceeding or applicable law, that it will not use, duplicate, or divulge to others any such Confidential Information, including without limitation, trade secrets belonging to or disclosed to Architect, and clearly marked as Confidential Information by the Library without first obtaining written permission from the Library.

(c) All documentary evidence of such Confidential Information shall be delivered to the Library by Architect upon termination of this Agreement, or upon request by the Library, whichever first occurs. The Library acknowledges Architect has the right to maintain its own set of work papers, which may contain Confidential Information.

Section 11. Disclosure. Architect agrees that it will not divulge to third parties without the written approval of the Library any information obtained from or through the Library in connection with the performance of this Agreement. Nothing herein shall preclude the disclosure of information by the Library.

Section 12. Insurance.

(a) During the term of this Agreement, Architect shall procure and maintain the following insurance coverage and limits as required in the RFQ:

- (1) Worker's Compensation & Employers Liability—Statutory Amount (Mandatory);
- (2) Automobile Liability for vehicles used—\$1,000,000;
- (3) Commercial General Liability—\$1,000,000; and
- (4) Professional Liability—\$2,000,000.

(b) The policies of insurance shall be in such form and shall be issued by such company or companies reasonably satisfactory to the Library. The Library shall be named as additional insured with duty of defense on all general liability and automobile insurance policies required hereunder. Copies of Architect's certificates of insurance showing coverage during the term of this Agreement as required in this Agreement shall be provided to the Library upon execution of this Agreement. All insurance policies required by this Section, or of or on behalf of the Library required in this Agreement shall contain the following language: "This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever."

Section 13. Architect Indemnification. Architect shall defend, indemnify and hold harmless the Library, its board members, officers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property sustained by the Library or others, arising from breach of this Agreement or out of the Services negligently performed or failed to be performed hereunder by Architect and/or its employees, representatives and permitted subcontractors or claims relating thereto, and including but not limited to the Library's reliance on or use of the Services provided by Architect under the terms of this Agreement, provided however, Architect shall not be liable for any loss or damage attributable solely to the negligence of the Library. The indemnification set forth in this Agreement shall survive the termination of this Agreement.

Section 14. Sovereign Immunity. By execution and performance of this Agreement, the Library does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the Library, and the Library's board members, officers, directors, servants, employees, agents, successors or assigns.

Section 15. Compliance with Laws.

(a) Architect and its employees, agents and representatives shall comply with the Library's policies and procedures and all applicable federal, state, county, municipal and other

governmental statutes, laws, rules, orders, regulations, codes and ordinances required of Architect in performing the Services pursuant to this Agreement.

(b) Architect shall comply with all applicable municipal ordinances and other laws and regulations, federal, state, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of this Agreement.

(c) Architect, at its own expense, shall obtain and maintain all necessary state and municipal licenses, permits, authorizations and approvals necessary to perform its Services pursuant to this Agreement.

Section 16. Default.

(a) Subject to the Library's early termination rights in this Agreement, either party may terminate this Agreement if the other party is guilty of a substantial breach of a provision of this Agreement.

(b) When one party believes that the other has substantially breached a provision of this Agreement, such party shall deliver written notice of such breach. The other party shall have thirty (30) days after receipt of such written notice to cure the described breach, or to commence and proceed with efforts to cure such breach. In the event such cure of the breach, or efforts to cure, are not carried out or undertaken within the thirty (30) day period, the party providing notice of breach shall have the right to terminate this Agreement by providing written notice of termination.

(c) In the event Architect or the Library elects to terminate the Agreement as provided above, Architect will be required to turn over to the Library all files, documents, memoranda, and other materials relating to the Services as Architect and all work product produced in connection with this engagement as Architect of any kind and nature whatsoever.

(d) In the event Architect or the Library elects to terminate the Agreement as provided above, the Library relieves Architect of all responsibility for any further Services, provided the termination will not affect the Library's responsibility to pay Architect the applicable Fixed Fee and Expenses for satisfactorily performed Services up to the effective date of notice of termination, and for any further work required of Architect and approved by the Library in order to reasonably facilitate an orderly turnover of matters in process at the time of termination. Provided, however, Library shall be entitled to offset any amounts due and owing Architect pursuant to this Section by the amounts of any damages incurred by Library as a result of Architect's failure to perform, which offset shall not prejudice the right of Library to recover additional damages or to exercise any other remedy at law or in equity.

Section 17. Order of Precedence. In the event of any inconsistency or conflict between the terms of the RFQ or the Response and this Agreement, the terms of this Agreement shall prevail.

Section 18. Representations and Warranties.

(a) Architect hereby represents and warrants to the Library that:

(1) Architect is a \_\_\_\_\_, duly organized and existing under the laws of the State of \_\_\_\_\_, is authorized to do business in the State of Missouri, and has full power and authority to perform its obligations under this Agreement;

(2) Architect is not in default of its obligations under any other agreement, and the execution and performance of Architect's obligations hereunder will not constitute a default under any agreement to which Architect is a party;

(3) there is no pending litigation or administrative proceeding to which Architect is a party regarding, or which challenges, Architect's right to perform its obligations hereunder or could interfere with its Services be performed pursuant to this Agreement;

(4) this Agreement is binding upon, and enforceable against Architect in accordance with its terms; and

(5) neither the execution of the Agreement nor the completion of the transactions contemplated hereby shall: (i) violate any provision of law or judgment, writ, injunction, order or decree of any court or governmental authority having jurisdiction over it; (ii) result in or constitute a breach or default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound; or (iii) require any consent, vote or approval which has not been taken, or at the time of the transaction involved shall not have been given or taken.

(b) The Library hereby represents and warrants to Architect that:

(1) the Library is a duly organized municipal library district and political subdivision existing under the laws of the State of Missouri and has full power and authority to perform its obligations under this Agreement;

(2) the Library is not in default of its obligations under any other agreement, and the execution and performance of the Library's obligations hereunder will not constitute a default under any agreement to which the Library is a party;

(3) there is no pending litigation or administrative proceeding to which the Library is a party, or which challenges the Library's right to perform its obligations hereunder or could interfere with the completion of the Project;

(4) this Agreement is binding upon, and enforceable against the Library in accordance with its terms; and

(5) neither the execution of the Agreement nor the completion of the transactions contemplated hereby shall: (i) violate any provision of law or judgment, writ, injunction, order or decree of any court or governmental authority having jurisdiction over it; (ii) result in or constitute a breach or default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound; or (iii) require any consent, vote or approval which has not been taken, or at the time of the transaction involved shall not have been given or taken.

Section 19. (a) Federal Work Authorization Program. At, or before, the time of the signing of this Agreement, Architect shall provide, or shall have provided to the Library the documentation and affidavits regarding a federal work authorization program, as required by Missouri law. The affidavits shall affirm the Architect's enrollment and participation in an electronic verification federal work authorization program with respect to the employees working in connection with this Agreement, and shall affirm that Architect does not knowingly employ any person who is an unauthorized alien in connection with this Agreement. The documentation and affidavits provided shall be acceptable to the Library in form and content.

(b) Additional Documentation. Upon executing this Agreement, Architect shall provide to the Library (1) its Federal Tax Payer Identification Number; (2) satisfactory evidence that Architect is authorized to do business in Missouri; and (3) satisfactory evidence that Architect is a licensed architect professional in the State of Missouri in good standing.

Section 20. Binding Agreement. This Agreement is binding upon and will inure to the benefit of the Library and Architect and their respective successors and permitted assigns.

Section 21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable to the extent same can be accomplished without distorting the intent of the parties.

Section 22. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. In the event of any lawsuits, legal actions or



litigation arising out of, or related to, this Agreement, Library and Architect agree that exclusive jurisdiction and venue for all such matters shall lie in the Circuit Court of the Twenty-First Judicial Circuit, State of Missouri, and the United States District Court for the Eastern District of Missouri.

Section 23. Waiver. The failure of either Architect or the Library to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

Section 24. Headings. The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

Section 25. Notices. All notices, consents, waivers or other communications which are required or permitted hereunder shall be given in writing and delivered personally, by first class or express mail (postage prepaid), by Federal Express or other overnight courier service (charges prepaid) or by email communication to the addresses as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

(a) To the Library:

Gina Gibbons, Director  
Brentwood Public Library  
8765 Eulalie Avenue  
St. Louis, Missouri 63144  
[ggibbons@bplmo.org](mailto:ggibbons@bplmo.org)

(b) To Architect:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 26. Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 27. Approval. Except as expressly provided to the contrary herein, whenever the approval or consent of either party is required hereunder, such approval or consent shall be given or withheld in the sole discretion and judgment of the party.

Section 28. Assignment. This Agreement shall not be assigned or otherwise transferred without the prior written consent of the Library, in its sole discretion and judgment.

Section 29. Entire Agreement. This Agreement, the RFQ and the Response contain the entire understanding between the parties with respect to the subject matter herein. This Agreement may be amended only by a writing signed by both parties.

Section 30. Expenses. Each party shall pay for its own costs and expenses incurred in connection with negotiating and documenting this Agreement.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the duly authorized parties hereto have set their hands as of the day and year first above written.

BRENTWOOD PUBLIC LIBRARY

By \_\_\_\_\_  
Its \_\_\_\_\_

[ARCHITECT]

By \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT B**

**ARCHITECT'S RESPONSE (AND FEE PROPOSAL)**