



319 N. 4<sup>th</sup> Street, Suite 820  
 St. Louis, MO 63102  
 P: 314 909 4979  
 F: 314 909 7007  
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**LETTER of AGREEMENT**  
**Between the Owner and Architect**

**CLIENT/ PROPERTY OWNER**

Bryson Baker, City Engineer/Director of Public Works  
 (314) 849-3400  
 City of Sunset Hills  
 3939 S. Lindbergh Blvd.  
 Sunset Hills, MO 63127

**BILLING ADDRESS**

Bryson E. Baker [bbaker@sunset-hills.com](mailto:bbaker@sunset-hills.com)

**DATE OF THE AGREEMENT:** January 5, 2023

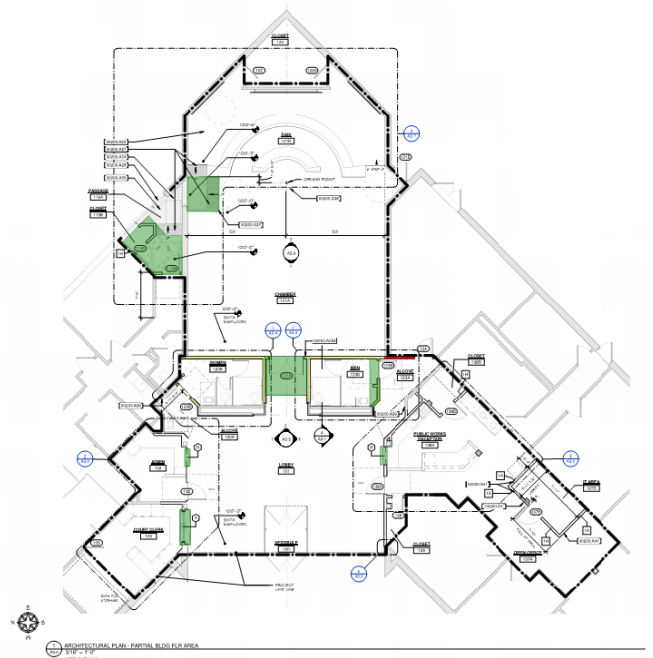
LNB Studio, LLC (LNB) is a full-service architecture, planning and interior design firm. LNB is pleased to submit this contract proposal for Architectural and Construction Estimating Services. Here and after the City of Sunset Hills, shall be referred to as the "Client/Owner" doing business through Bryson Baker, City Engineer/Director of Public Works, City of Sunset Hills.

**PROJECT DESCRIPTION**

**Project Name:** Sunset Hills City Hall Renovation – Selective Areas  
**Project Address:** 3939 S. Lindbergh Blvd., Sunset Hills, MO 63127  
**Project Scope:** The selective interior renovation of the Administration Offices, Public Works, Council Chambers, Lobby and Public Restrooms based on the previously completed 16 sheet construction documents (put on hold in 2018). The project area is 3,908 SF as indicated (in the plan at right from 2018). The renovation includes partial demolition of existing partitions and finishes, new partitions, new finishes in offices and partial in lobby, new casework, 3 new transaction windows (shown in green below), new ceilings and lighting, new door and hardware, renovated public restrooms, and new ADA compliant low-style drinking fountain with integral bottle filler.

**Project Goals:** Functionality, Security, and Safety.

- a. Limit public access.
- b. Ability to secure the public.
- c. Improve ADA Compliance at transaction windows, and drir
- d. Update the aesthetics of the project areas.



**Project Schedule:** Documents for permits to be completed by September 2023 and ready for construction in early 2024.



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### **SCOPE OF SERVICES**

LNB is to provide design phase services as described below to generate documents for permit and construction of the project area based on drawings completed but put on hold in 2018. LNB is to review the construction documents generated in 2018 revising as needed to update them to be current with the building code and review the finish materials to confirm availability, re-selecting and specifying discontinued and non-available finishes as may be required. Finish substitutions will be made for City review and approval. LNB is to provide Building Cost Analysis via coordination with a cost estimator sub-consultant for construction estimates. LNB is to provide Bidding and Contract Negotiation Services and Construction Administration Services as noted in the description below.

#### **DESIGN PHASE ARCHITECTURE SERVICES** valued at \$6,075.

##### Code Research

- Revise code block for new scope & recent updates to adopted codes and amendments in St. Louis County and Mehlville FPD.

##### Construction Drawings

- Revise Code Block analysis per updated codes and amendments for St. Louis County and Mehlville FPD.
- Revise drawings set per code as required.
- Update Cover Sheet and title blocks on all sheets to reflect our new firm name and address (LNB Studio, LLC)
- Administration & Public Works transaction window to be revised (to address pandemic concerns) as a full laminated glass panel with a pass-thru opening for documents at the transaction top. Revise elevations & details.
- Finish plan and notes, finish material legend, and room finish schedule:
  - Confirm finishes selected in 2018 are still available today
  - Reselect any discontinued finishes
  - Revise
- One Virtual (1) Client/Owner meeting: to review any reselected finishes and locations (labeled material samples will be sent via courier for review at the meeting), and to approve construction documents, and notes.
- Fill-out building permit applications and submit drawings to St. Louis County and Mehlville FPD.

##### Specifications & Material Research

- Revise Door Hardware per current needs as described by Bryson Baker.
- One Virtual (1) Client/Owner meeting with Bryson Baker to develop/review front end of specifications.

##### Document Checking, Coordination and Quality Control

#### **PERMITTING** valued at \$550.

(Excludes reimbursable submission fees)

- Permit Submission and Responses to St, Louis County, & Mehlville FPD comments:



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**BUILDING COST ANALYSIS PHASE ARCHITECTURAL SERVICES** valued at \$700.

(Excludes reimbursable Cost-Estimating sub-consultant to LNB – Shown separately below).

- Provide construction estimating via coordination with sub-consultant, Bill Ahal, at Ahal Preconstruction Services, LLC
  - One (1) virtual Client/Owner Meeting to review cost estimate deliverable and address any questions, and notes.

**BIDDING & CONTRACT NEGOTIATION PHASE:** Valued at \$2,925.

- Create Instructions to Bidders and Bid Form with guidance from the Client/Owner
- Pre-Bid meeting & walk through: One (1) with Bidding Contractors at City Hall.
- Answer Bidders questions in format that provides bidders with questions and answers for bid consistency.
- Review/evaluate GC Bids with Client/Owner for consistency.
- Assist in GC selection.
- One (1) Virtual meeting with Client/Owner and generate meeting notes

A total of 1 site trip is included above.

**CONSTRUCTION PHASE ARCHITECTURE SERVICES:** Valued at \$8,250.

(Assumes a 4-month estimated duration of construction.)

- Review submittals.
- GC coordination and responses to questions and clarifications.
- One (1) Kick-Off meeting on site with Client/Owner & GC.
- Four (4) Scheduled virtual meetings once monthly: Total of Four (4) with generated meeting notes.
- Review and Certify Amounts due to Contractors totaling 6 applications: One (1) Deposit Pay Application, Three (3) leading up to substantial completion, One (1) at punch list, and one (1) final completion. Five (5) site trips are included. The deposit application does not include or require a site trip.

A total of 6 site trips are included above.

**Services not in Scope:** (Value provided upon request)

1. Design Revisions.
2. Mechanical, electrical, and plumbing engineering and documents for permit and construction (Design-Build by Others)
3. Client/Owner Meetings not specified above. Additional meetings are an extra service at the hourly rates indicated below with approval by the Client/Owner beforehand.
4. Additional General Contractor Payment Application reviews beyond the four anticipated above.
5. LNB is not responsible for, unless requested by Client/Owner, obtaining neither a topographical survey, soil borings or analysis, nor any destructive testing or documenting of concealed conditions in existing structures or land, nor radon, asbestos or other hazardous material assessment or testing.



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**COMPENSATION**

**LNB proposes the following:**

- Architectural Services noted above for a fixed compensation at \_\_\_\_\_ \$18,500.
- Reimbursable expenses including Sub-consultants is estimated to be: \_\_\_\_\_ \$2,000.  
This includes permit applications/submissions to STL Co & Mehlville FPD.
- Reimbursable Sub-Consultant Compensation: \_\_\_\_\_ \$5,335.  
The following sub-consultant to LNB is necessary to LNB in performing services related to this project. Sub-consultants to LNB shall be under direct contract to LNB and shall be billed to the Client/Owner at direct cost plus 10%.  
The sub-consultant’s fee schedule and general conditions to their contract are/ will be applied as if directly copied into this contract. See attached proposal from Construction Cost Estimator, Bill Ahal, at Ahal Preconstruction Services, LLC.

**PROJECT TOTAL COMPENSATION:** \_\_\_\_\_ **\$25,835.**

**LNB Fee Schedule:** *Billing by the quarter hour.*  
 Architect Principal: \$155.00/hr.  
 Architect Associate: \$140.00/hr.  
 Interior Designer: \$120/hr.

**Reimbursable Expenses**  
 Billed at cost of the work +10%

1. Printing, duplication, faxing, photographs, rendering, models, mock-ups, renderings, professional photography and presentation materials as requested by the Client/Owner
2. Postal express, and courier/delivery services
3. Fees paid to authorities having jurisdiction.
4. Travel mileage at a rate in accordance with current IRS standards for mileage reimbursements.
5. Expense of professional liability insurance dedicated exclusively to this project or the expense of additional insurance coverage or limits if the Client/Owner requests such insurance in excess of that normally carried by the LNB.
6. Taxes levied on professional services and reimbursable expenses.
7. Sub-consultants’ Compensation
8. Other similar project expenditures discussed with Client/Owner prior to proceeding.

**Additional Services**  
 Per the LNB fee schedule (above):

1. Design and Construction phase architecture services and conferences beyond the scope defined above.
2. Revisions & Changes directed by the Client/Owner after design was approved by the Client/Owner.
3. Client/Owner meetings beyond the scope defined above.
4. Travel Time to meetings beyond the scope defined above.



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- 5. Expense of overtime work requiring higher than regular rates if authorized in advance by the Client/Owner.
- 6. Architect's time to review substitutions/changes proposed by the Client/Owner and contractors.
- 7. Contract Administration beyond the scope defined above.
- 8. Furniture, Fixtures & Equipment (FF&E) specifications. Selections were made previously by LNB. Per request we can revisit when the project is closer to construction as product lines change over time and what was available in 2018 (our current documents).

**Billing**

Client/Owner will be billed at the beginning of each month for services performed the previous month or at the end of a phase should the services be completed before the end of the month. Payment through Construction Document Phase is due when drawings are completed and issued for permit and construction.

**Payment** select a or b or c

- a. \_\_\_\_\_ ← INITIAL Checks, cash and money orders.
- b. \_\_\_\_\_ ← INITIAL Pay online via ACH at no charge. Your ACH payment will be processed faster and more efficiently.
- c. \_\_\_\_\_ ← INITIAL Pay by Credit Card. Your credit Card payment will have a 3% processing fee charged to the account.

**Terms:**

- Net 30 days from date of invoice. 1 ½% interest per month will be charged on past due accounts.
- Accounts 60 days past due, where the Owner/Client has not contacted LNB to work out an arrangement will be sent to collections.
- LNB may, without waiving any claim or right against Client/Owner, and without liability whatsoever to the Client/Owner, terminate the performance of the service. ~~In the event any portion of an account remains unpaid 90 days after billing, the Client/Owner shall pay cost of collection, including reasonable attorneys' fees.~~

Thank you and we look forward to working with you again. If you have any questions, feel free to give me a call. Please sign and return one copy of this agreement along with the deposit. This proposal shall remain in effect for 60 days of date hereof.

Sincerely,

Date 1-5-2023

**Laura Neri Baebler,**  
**LNB Studio Founding Partner, Principal Architect**

**Proposal accepted**

I have read & understand the General Provisions attached: \_\_\_\_\_ ← INITIAL HERE

\_\_\_\_\_

Signature Date  
Bryson Baker, City Engineer/Director of Public Works  
City of Sunset Hills



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Unsigned letter agreement is void after 30 days from date of issuance.

**GENERAL PROVISIONS:**

**CONSTRUCTION METHODS & SITE SAFETY:**

LNB has no control over or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions or practices in connection with the construction of the project. These are the sole responsibility of the contractor performing the work.

**ESTIMATES:**

Preliminary Budget Estimates: By others. Conceptual estimates discussed by LNB relating to construction costs and schedules are based on LNB's experience, qualifications and judgment as a design professional. Since the Architect has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, the Architect does not guarantee that actual rates, costs, performance, schedules will not vary from estimates prepared by LNB.

**STANDARD OF CARE:**

LNB will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional architectural practices in LNB's community. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

**LIMITATION OF LIABILITY:**

When providing a "Builder's Set" of plans, keep in mind, the Client/Owner has not retained Architect to prepare full, detailed plans and specifications. Client/Owner understands that there is a risk that the city, county or contractor may request clarifications or added details for permit or even during construction. Client/Owner agrees to pay Architect on an hourly basis to prepare additional details, drawings or specifications if the need arises during bidding or construction. Architect is not liable for added construction costs resulting from these clarifications or added information.

In no event will the Architect be liable for any special, indirect or consequential damages including, without limitation, damages or losses in the nature of increased project costs, loss of revenue or profit, loss in production, claims by customers of Client/Owner, or governmental fines or penalties.

**OWNERSHIP OF DOCUMENTS AND DESIGNS:**

All documents produced or furnished by LNB under this Agreement are instruments of service, and LNB retains an ownership and property interest in such documents including the copyrights therein and may not be used by the Client/Owner for any other project or modified without the written consent of LNB.



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**PROJECT DELAY:** If the services covered by this Agreement have not been completed within 2 months of the date hereof, through no fault of LNB, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted. Should Project become inactive or LNB be instructed to cease production on our portion of the work for a period longer than six months, a project restart fee shall be negotiated. Should Project be delayed, LNB shall be compensated for the services, including time and expenses accrued up to the point that LNB is notified of Project delay.

**TERMINATION:**

Services may be terminated by the Client/Owner or LNB by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client/Owner shall pay LNB all amounts due for services rendered and expenses incurred to the date of termination, including termination expenses.

**DISPUTES:**

In the event a dispute shall arise between the parties to this contract in excess of \$2,500, then as a condition precedent to any legal action by either party, the parties agree to participate in at least one session of mediation in an effort to resolve the dispute. The parties agree to split the mediation fees equally. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Clayton, Missouri, or such other location as is mutually agreeable.

**APPLICABLE LAWS:**

Unless otherwise specified, this Agreement and the Architect's (LNB) services shall be governed by the laws of the State of Missouri or State of Illinois, dependent on project location.

**YARD SIGNS:** Architect sign in yard allowed for the duration of the construction (unless restricted by local ordinance).

**PHOTOGRAPHY:**

Project photos may be taken and used for architectural advertisement purposes. Client/Owner's identity and address will not be disclosed without prior written permission by the Client/Owner.



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**SERVICE PHASES:** (PLEASE REFER TO THIS SECTION WHEN REVIEWING LNB INVOICES)

<b>CLC</b>	Client/Owner Conference	Telephone conversations, presentations, meetings with the Client/Owner including travel to meetings away from the office, recording meeting notes.
<i>Design Phase Services</i>		
<b>PR</b>	Programming	Discovering the Client/Owner requirements and desires for a project and setting them down in written, numerical, and graphic form. For a project to be successful, all participants, including the Client/Owner, must understand and agree on the program at the outset.
<b>SE</b>	Site & Environmental Analysis	Research and evaluation of a project's context and may include environmental evaluation, land planning or design, and urban planning.
<b>SD</b>	Schematic Design	Development of graphic and written conceptual design solutions (floor plans with interior and exterior elevations, rough sketches) to the program for the Client/Owner approval.
<b>ESC</b>	Engineering Systems Coordination	Selecting, specifying, and coordinating structural, mechanical, electrical, and other systems, and integrating them into the building design. These systems are normally designed by consultants in accordance with the Client/Owner needs.
<b>BCA</b>	Building Cost Analysis	Estimating the probable construction cost of a project.
<b>CR</b>	Code Research	Evaluating a specific project in the context of relevant local, state, and federal regulations that protect public health, safety, and welfare.
<b>DD</b>	Design Development	Refinement and development of the design; including designing details and selecting materials. This step occurs after the Client/Owner has approved the schematic design.
<b>CD</b>	Construction Documents	Written and graphic instructions used for construction of the project. These documents must be accurate, consistent, complete, and understandable.
<b>SMR</b>	Specifications & Material Research	Analysis and selection of building materials and systems for a project. The materials specified for a particular project communicate the requirements and quality expected during construction. Specifications are included in a project manual that is used during bidding and construction. Also includes Interior Design Selections & Coordination.
<b>DCC</b>	Documents Checking & Coordination	The means by which quality assurance is established and maintained throughout a project's development. Review & Red-Line.
<i>Construction Phase Services: Contract Administration</i>		
<b>BCN</b>	Bidding & Contract Negotiation	Establishment and administration of the bidding process, issuance of addenda, evaluation of proposed substitutions, review of bidder qualifications, analysis of bids, and selection of the contractor(s).
<b>CA-Office</b>	Construction Phase - Office	Construction contract administration tasks carried out in the Architect's office include facilitating project communication, maintaining project records, reviewing, and certifying amounts due to contractors, and preparing proposal request (PR's), change orders (CO's), architectural supplemental information (ASI's), and request for information (RFI's).
<b>CA-Observ</b>	Construction Phase- Observation	Construction contract administration tasks carried out in the field include observing construction for conformance with drawings and specifications and reviewing and certifying amounts due to contractors

**END**