

**AGREEMENT BETWEEN OWNER  
AND CONSULTANT  
FOR SPECIAL SERVICES**

THIS AGREEMENT, made this **(DAY)** day of **(MONTH)** in the year of Two Thousand Twelve between the State of Missouri, hereinafter called the Owner, represented by the Office of Administration, Division of Facilities Management, Design and Construction,

and **{Company.Name}**  
{Addresses.DisplayAddress}

hereinafter called the Consultant.

**0.1 PROJECT DESCRIPTION**

0.1.1: **Title:** **{Projects.Name}**  
{Projects.Address}

**0.2 SCOPE OF WORK**

**0.3 COMPENSATION**

0.3.1: **THE CONSULTANT** shall provide professional services for this Project in accordance with the Terms and Conditions of this Agreement and THE OWNER shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

0.3.2: **SPECIAL SERVICES:** Compensation for Special Services shall be computed on the basis of: (AMOUNT) per hour not to exceed (AMOUNT).

0.3.3: **CONTRACT CHANGES:** Contract Changes may be authorized for work and/or expenses which are beyond the Consultant's Special Services. Contract Changes shall be provided only upon prior written authorization by the Owner's Representative and shall be computed as follows:

**0.4 CONSULTANT'S PAYMENT SCHEDULE**

**0.4.1: SPECIAL SERVICES**

Payments for Consultant's Special Services shall be made as follows:

**0.4.2: CONTRACT CHANGES**

Payments for Contract Changes approved in accordance with the provisions of Article I of the Agreement shall be made monthly upon presentation of the Consultant's statement of services rendered.

**0.4.3: PAYMENTS, SUMS WITHHELD**

The Owner's Representative reserves the right to withhold payments to the Consultant for losses connected with the Project caused by the errors, omissions, or wrongful acts of the Consultant in performing his duties under this Agreement. Upon receipt of written notice of the Owner's Representative's intention to withhold payments, the Consultant may request the Owner's Representative to instead seek payment against the Consultant's insurer by notifying the Owner's Representative by certified mail, within seven days of receiving the notice of intent to withhold payments. The Consultant's failure to contact the Owner's Representative shall be deemed a waiver of this option. In no event shall the withholding of payments under the terms and conditions of this paragraph be deemed or construed as a waiver or abrogation of the Owner's Representative's right to pursue payment or redress for any claim it may have against the Consultant under this Agreement. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

**0.5 CONSULTANT'S PROJECT COMPLETION SCHEDULE**

The Consultant's approved and accepted report shall be due within **XXX** working days from the written Notice To Proceed.

**0.6 SUPPLEMENTAL DOCUMENTS**

0.6.1: **THIS AGREEMENT**, by this specific reference, shall include the following supplemental documents:

Terms and Conditions of Special Services Agreement Between Owner and Consultant consisting of 2 pages.

**0.7 CERTIFICATIONS**

Consultant hereby certifies the following:

That all work provided to complete the scope of work contemplated hereunder, whether performed by the Consultant or any contractor or subconsultant to Consultant, shall be performed in the United States;

That the Consultant shall only utilize personnel authorized to work in the United States in accordance with applicable federal state laws including but not limited to the Illegal Immigration Reform and Responsibility Act (IIRIRA) and the INA Section 274A;

That if Consultant has knowingly employed individuals who are not eligible to work in the United States, the Owner shall have the right to cancel immediately without penalty or recourse and suspend or debar the Consultant from doing business with the State of Missouri;

That the Consultant shall cooperate fully with any audit or investigation from federal, state or local law enforcement agencies;

That these certifications shall extend fully to any contractor or subconsultant that Consultant may engage in the work contemplated by this agreement.

That Consultant has enrolled and is and will continue to participate in a federal work authorization program in accordance with RSMo 285.525 and 285.530 for the duration of this contract.

Any failure to comply with these certifications shall be considered a breach of contract by the Consultant.

**0.8 EXTENT OF AGREEMENT**

0.8.1: **THIS AGREEMENT** represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

APPROVED:

\_\_\_\_\_  
Mark Hill, PE Chief Engineer  
Division of Facilities Management,  
Design and Construction

**{Company.Name}**

\_\_\_\_\_  
Signature of Firm's Owner

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

ATTEST:

\_\_\_\_\_  
Corporate Secretary

CORPORATE SEAL:

Executed by Consultant this \_\_\_\_\_ day of  
\_\_\_\_\_, 2 \_\_\_\_\_.

Project No. {Projects.Number}