

**AGREEMENT**  
**For**  
**PROFESSIONAL ARCHITECTURAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**SFS ARCHITECTURE, INC.**

THIS AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **SFS Architecture, Inc.** (hereinafter called "ARCHITECT").

WITNESSETH, that whereas CITY intends to make improvements as described below, hereinafter called the PROJECT, consisting of the following:

**Sports Complex Design Services as proposed in RFP  
144/2016**

*(Description of Project)*

NOW, THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

ARCHITECT shall serve as CITY's professional architectural consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of ARCHITECT's services. All services shall be performed under the direction of a professional ARCHITECT registered in the State of Missouri and qualified in the particular field.

**SECTION 1 - AUTHORIZATION OF SERVICES**

1.1 ARCHITECT shall not undertake to begin any of the services contemplated by this Agreement until directed in writing to do so by CITY. CITY may elect to authorize the PROJECT as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of ARCHITECT.

**SECTION 2 - BASIC SERVICES OF ARCHITECT**

2.1 General

2.1.1 Perform professional architectural services as set forth in Attachment A - "Scope of Basic Services," dated **November 23, 2016** (hereinafter referred to as "Scope of Basic Services").

2.1.2 ARCHITECT will designate the following listed individuals as its project team with responsibilities as assigned. ARCHITECT shall dedicate whatever additional resources are necessary to accomplish the PROJECT within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of ARCHITECT without the written approval of CITY.

<u>Name and Title</u>	<u>Assignment</u>
<b>Kerry K. Newman, Principal</b>	<b>Brian Garvey</b>
	<b>Kwame Smith</b>
	<b>Justin Roth</b>

All of the services required hereunder will be performed by ARCHITECT or under ARCHITECT's supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 ARCHITECT shall furnish such periodic reports as CITY may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 ARCHITECT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and any other records as deemed necessary by CITY to assure proper accounting for all project funds. These records must be available to CITY or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

### SECTION 3 - ADDITIONAL SERVICES OF ARCHITECT

#### 3.1 General

If authorized in writing by CITY and agreed to in writing by ARCHITECT, ARCHITECT shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

##### 3.1.1 Financial Consultation

Consult with CITY's fiscal agents and bond attorneys and provide such architectural data as required for any bond prospectus or other financing requirements.

- 3.1.2           Property Procurement Assistance  
Provide consultation and assistance on property procurement as related to professional Architectural services being performed.
- 3.1.3           Obtaining Services of Others  
Provide through subcontract the services or data set forth in Attachment A.
- 3.1.4           Preliminary or final architectural design of capital facilities except as specifically identified herein.
- 3.1.5           Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.
- 3.1.6           Extra Services  
Services not specifically defined heretofore that may be authorized in writing by CITY.

#### SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1           Provide full information as to CITY's requirements for the PROJECT.
- 4.2           Assist ARCHITECT by placing at ARCHITECT's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.
- 4.3           Guarantee access to and make all provisions for ARCHITECT to enter upon public and private property as required for ARCHITECT to perform ARCHITECT's services under this Agreement.
- 4.4           Examine all studies, reports, sketches, estimates, bid documents, drawings, proposals and other documents presented by ARCHITECT and render in writing decisions pertaining thereto.
- 4.5           Provide such professional legal, accounting, financial and insurance counseling services as may be required for the PROJECT.
- 4.6           Designate **Gabe Huffington, Parks & Recreation Manager**, as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this Agreement.

4.7 Give prompt written notice to ARCHITECT whenever CITY observes or otherwise becomes aware of any defect in the PROJECT.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

4.9 Furnish ARCHITECT data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which ARCHITECT may rely upon in performing ARCHITECT's services under this Agreement.

#### SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by CITY authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by CITY subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **Seven hundred thirty-five (735)** calendar days from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ARCHITECT.

#### SECTION 6 - PAYMENTS TO ARCHITECT

6.1 Amount of Payment

6.1.1 For services performed, CITY shall pay ARCHITECT the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the rates indicated in the "Rate Schedule for Professional Services," Attachment B. Such rates include overhead and profit. The schedule is effective to **until project completion**, and may be revised thereafter.

6.1.1.2 For outside expenses incurred by ARCHITECT, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to ARCHITECT.

6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ARCHITECT's standard rates in effect at the time service is provided.

6.1.1.4 For professional services rendered by others as subcontractor(s) to ARCHITECT such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by CITY, will be billed at the cost to ARCHITECT.

6.1.1.5 For time spent by outside individual professional consultants employed by ARCHITECT in providing services to CITY, the cost to ARCHITECT. Expenses incurred by such outside consultants in service to CITY shall be reimbursable in accordance with 6.1.1.2 above.

6.1.2 Total payment for Scope of Services and all other expenses and costs to the City under this agreement and described herein **shall not exceed \$428,000.00.**

## 6.2 Payments

6.2.1 ARCHITECT shall submit an invoice for services rendered to CITY not more than once every month. Upon receipt of the invoice and progress report, CITY will, as soon as practical, pay ARCHITECT for the services rendered, provided CITY does not contest the invoice, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion and acceptance of the final plans by CITY, the five percent (5%) of these services retained by CITY will be paid to ARCHITECT.

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1 Insurance

7.1.1 ARCHITECT'S INSURANCE: ARCHITECT agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by ARCHITECT is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ARCHITECT under this Agreement.

**Commercial General Liability** ARCHITECT agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the Agreement involves any underground/digging

operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

**Professional Liability** ARCHITECT agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and **\$2,000,000** aggregate. For policies written on a “Claims-Made” basis, ARCHITECT agrees to maintain a Retroactive Date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, ARCHITECT agrees to purchase a SERP with a minimum reporting period not less than two **(2)** years. The requirement to purchase a SERP shall not relieve ARCHITECT of the obligation to provide replacement coverage.

**Business Automobile Liability** ARCHITECT agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of ARCHITECT’s own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event ARCHITECT does not own automobiles, ARCHITECT agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers’ Compensation Insurance & Employers’ Liability** ARCHITECT agrees to take out and maintain during the life of this Agreement, Employers’ Liability and Workers’ Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the ARCHITECT shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by ARCHITECT. Workers’ Compensation coverages shall meet Missouri statutory limits. Employers’ Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers’ Compensation Statute, ARCHITECT shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.

**Excess/Umbrella Liability** The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

**Additional Insured** ARCHITECT agrees to endorse CITY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read “City of Columbia.”

**Waiver of Subrogation** ARCHITECT agrees, by entering into this Agreement, to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit ARCHITECT to enter into an pre-loss agreement to waive subrogation without an endorsement, then ARCHITECT agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should ARCHITECT enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** ARCHITECT agrees to provide CITY with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name CITY as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

**Right to Revise or Reject** CITY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, CITY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2 HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, ARCHITECT shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of ARCHITECT, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with ARCHITECT or a subcontractor for part of the services), of anyone directly or indirectly employed by ARCHITECT or by any subcontractor, or of anyone for whose acts the ARCHITECT or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require ARCHITECT to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

## 7.2 Professional Responsibility

7.2.1 ARCHITECT will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional architectural practices. If ARCHITECT fails to

meet the foregoing standard, ARCHITECT will perform at its own cost, and without reimbursement from CITY, the professional architectural services necessary to correct errors and omissions which are caused by ARCHITECT's failure to comply with above standard, and which are reported to ARCHITECT within one (1) year from the completion of ARCHITECT's services for the PROJECT.

7.2.2 In addition, ARCHITECT will be responsible to CITY for damages caused by its negligent conduct during its activities at the PROJECT site or in the field.

#### 7.2.3 Professional Oversight Indemnification

ARCHITECT understands and agrees that CITY has contracted with ARCHITECT based upon ARCHITECT's representations that ARCHITECT is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, ARCHITECT agrees to defend, indemnify and hold and save harmless CITY from any and all claims, settlements and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise ARCHITECT. ARCHITECT agrees to provide CITY with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

#### 7.3 Estimates and Projections

Estimates and projections prepared by ARCHITECT relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ARCHITECT's experience, qualifications and judgment as a design professional. Since 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, ARCHITECT does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ARCHITECT.

#### 7.4 On-Site Services

PROJECT site visits by ARCHITECT during construction shall not make ARCHITECT responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the plans and specifications.



## 7.5 Changes

CITY shall have the right to make changes within the general scope of ARCHITECT's services, with an appropriate change in compensation and/or schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of CITY and the President or any Vice President of ARCHITECT.

## 7.6 Suspension of Services

Should CITY fail to fulfill its responsibilities as provided under Section 4 to the extent that ARCHITECT is unduly hindered in ARCHITECT's services or if CITY fails to make any payment to ARCHITECT on account of its services and expenses within ninety (90) days after receipt of ARCHITECT's bill therefor, ARCHITECT may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until CITY has satisfied CITY'S obligations under this Agreement.

## 7.7 Termination

Services may be terminated by CITY at any time and for any reason, and by ARCHITECT in the event of substantial failure to perform in accordance with the terms hereof by CITY through no fault of the ARCHITECT, by ten (10) days' notice. If so terminated, CITY shall pay ARCHITECT all uncontested amounts due ARCHITECT for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.7.1 In the event of CITY's termination of the Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement shall, at the option of CITY, become CITY's property.

Further, ARCHITECT shall not be relieved of any liability to CITY for any damages sustained by CITY by virtue of any breach of this Agreement by ARCHITECT and CITY may withhold any payments due ARCHITECT for the purpose of set-off until such time as the exact amount of damages to CITY, if any, is determined.

## 7.8 Publications

Recognizing the importance of professional development on the part of ARCHITECT's employees and the importance of ARCHITECT's public relations, ARCHITECT may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ARCHITECT's services for the PROJECT. Such publications will be provided to CITY in draft form for CITY's advance review. CITY will review such drafts promptly and will provide comments to ARCHITECT. CITY may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of ARCHITECT's activities pertaining to any such publication shall be paid entirely by the ARCHITECT.

7.9 Nondiscrimination

During the performance of this Agreement, ARCHITECT agrees to the following:

7.9.1 ARCHITECT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation or gender identity. ARCHITECT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation or gender identity. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. ARCHITECT agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 ARCHITECT shall, in all solicitation or advertisements for employees placed by or on behalf of ARCHITECT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation or gender identity.

7.9.3 ARCHITECT shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

CITY and ARCHITECT each binds themselves and CITY's and ARCHITECT's successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY nor ARCHITECT shall assign, sublet or transfer CITY's or ARCHITECT's interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

ARCHITECT's services will be performed solely for the benefit of CITY and not for the benefit of any other persons or entities.

7.12 Compliance with Local Laws

ARCHITECT shall comply with all applicable laws, ordinances and codes of the state and city.

7.13 Law; Submission to Jurisdiction Governing.

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States,

as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens

#### 7.14 Employment of Unauthorized Aliens Prohibited

7.14.1 ARCHITECT agrees to comply with Missouri State Statute section 285.530 in that ARCHITECT shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2 As a condition for the award of this contract, ARCHITECT shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. ARCHITECT shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7.14.3 ARCHITECT shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. ARCHITECT shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

#### 7.15 No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

#### 7.16 Entire Agreement

This Agreement represents the entire and integrated Agreement between ARCHITECT and CITY relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to ARCHITECT's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **44008850 604990, Project 00350**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

\_\_\_\_\_  
Director of Finance

**SFS ARCHITECTURE, INC.**

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

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

**NOTICE TO VENDORS**  
**Section 285.525 – 285.550 RSMo Effective January 1, 2009**

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).



## Attachment A

November 23, 2016

Gabe Huffington  
Columbia Parks and Recreation  
1 South 7<sup>th</sup> Street  
Columbia, Missouri 65201



RE: Indoor Sports Complex  
Columbia, Missouri

Dear Gabe,

On behalf of SFS Architecture, following you will find our fee proposal and attached scope of work for the above referenced project. We appreciate the opportunity to work with the City of Columbia Parks and Recreation on this important project. If you have questions or comments regarding this information, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kerry K. Newman", with a long horizontal flourish extending to the right.

Kerry K. Newman, AIA, LEED AP  
Principal

**Scope of Basic Services**

See attached work plan for our scope of Basic Services. This is based on the Scope of Services described within the Request for Proposal # 144/2016. Following are our assumptions regarding our scope:

1. SFS will master plan the entire indoor sports complex facility including Phase 1 and 2 elements. This will occur during Work Period #1 through Project Team Workshop #3. Once Work Period #4 begins, the team will focus on Phase 1 elements.
2. We anticipate Phase 1 elements to include basketball courts, control desk, multipurpose rooms, offices, concessions, restrooms/changing rooms, walking track and associated storage and mechanical spaces.
3. Site design elements include parking and drives associated with the with Phase 1 program elements.
4. We are basing our fee on a Phase 1 construction cost budget of up to \$4,000,000.00.
5. Our basic services fee includes the disciplines of Architectural, Civil Engineering, Structural Engineering, Mechanical, Electrical and Plumbing Engineering.

**Basic Services Fees:**

Basic Services Compensation is proposed at a lump sum amount of \$390,000.00.

**Basic Services Exclusions:**

The following items are excluded from our Basic Services Fee noted above:

1. Topographic survey and geotechnical investigation. SFS will assist City in procuring proposals for both;
2. Audio visual equipment design and procurement;
3. Furniture, fixtures and equipment design and procurement;
4. Master planning and design of other potential elements other than the indoor sports complex;
5. Roadway design and public improvements;
6. Hazardous materials abatement design;
7. Operations and income projections.

**Reimbursable Expenses:**

Reimbursable expenses are in addition to the Basic Services fees noted above and include travel associated with the project, reproduction, postage, deliveries, topographic survey and geotechnical investigation. Reimbursable expenses are proposed at 1.0 times actual cost to the Architect with a not-to-exceed amount of \$38,000.00.

**Additional Services:**

Should additional services beyond those noted in the Basic Services Scope of Work be desired, these services will be provided at mutually agreeable sum.



**Columbia Indoor Sports Complex  
Scope of Work**

<b>Approx. Duration</b>	<b>Work Period #1 – Project Goals and Objectives</b>
<b>1 Week</b>	<p>Collect and review pre-existing information            Develop detailed project management plan            Prepare slide tour of example facilities, trends, features and designs            Set up project web site/document sharing tool</p>
<b>Project Team Workshop #1 ( 1 to 2 meetings)</b>	
<b>1 Week</b>	<p>Meeting with Staff and Client Core Design Team</p> <ul style="list-style-type: none"> <li>- Establish common objectives, vision and goals</li> <li>- Review and confirm project process and roles</li> <li>- Confirm participating agencies and partnerships</li> <li>- Discuss public information process and milestones</li> <li>- Present slide tour of similar community recreation facilities</li> <li>- Utilize interactive programming session to develop programmatic space needs</li> <li>- Discuss phasing options and issues</li> <li>- Discuss potential project/construction delivery methodologies</li> </ul> <p>Potential tours of other community recreation facilities</p>
<b>Work Period #2 – Program Refinement and Site Analysis</b>	
<b>3 Weeks</b>	<p>Prepare space needs program refinement based on results of Team Workshop #1            Prepare sustainability checklist            Gather existing site conditions information</p> <ul style="list-style-type: none"> <li>- Environmental</li> <li>- Geotechnical/soils testing</li> <li>- Utilities</li> <li>- Topography</li> </ul> <p>Prepare preliminary site layout options</p> <ul style="list-style-type: none"> <li>- Parking and drives</li> <li>- Outdoor gathering space, if desired</li> <li>- Pedestrian access and trail connections, if desired</li> </ul> <p>Develop phasing options            Prepare data base of project cost information including</p> <ul style="list-style-type: none"> <li>- Site development costs</li> <li>- Building construction costs</li> <li>- Other non-construction projects costs such as furniture, equipment, testing, expenses and fees</li> </ul>
<b>Project Team Workshop #2 (1 meeting)</b>	
<b>1 Week</b>	<p>Meeting with staff and Client Core Design Team</p> <ul style="list-style-type: none"> <li>- Discuss information from stakeholder group discussions</li> <li>- Lead Client Core Design Team in program refinement exercises</li> <li>- Review site analysis information</li> <li>- Review preliminary site layout and phasing options</li> <li>- Review project cost information</li> </ul>

**Columbia Indoor Sports Complex  
Scope of Work**

<b>Approx. Duration</b>	<b>Work Period #3 – Project Master Plan</b>
<b>4 Weeks</b>	<p>Prepare concept design options for Sports Complex components</p> <ul style="list-style-type: none"> <li>- Floor plans</li> <li>- 3-dimensional building and site computer massing model</li> <li>- Refined site plans</li> </ul> <p>Develop architectural character slide show Update project cost information</p> <ul style="list-style-type: none"> <li>- Building and site construction cost</li> <li>- Other non-construction project costs</li> </ul>
<b>Project Team Workshop #3 (2 meetings)</b>	
<b>1 Week</b>	<p>Meeting with staff and Client Core Design Team</p> <ul style="list-style-type: none"> <li>- Review concept design options for Sports Complex components</li> <li>- Review architectural character slide show</li> <li>- Lead Client Core Design Team in visual preference exercise</li> <li>- Review project cost information</li> <li>- Reach consensus on best direction based on goals and criteria previously set</li> </ul> <p>Presentations to Governing Body, community members and other stakeholders</p>
<b>Work Period #4 – Phase 1 Schematic Design</b>	
<b>4 Weeks</b>	<p>Lead design charrettes / meetings involving the City and Stakeholders to further develop the Phase 1 building and site design Site plans, floor plans, 3-dimensional computer model Code analysis Site grading, storm water and utilities Structural systems analysis Mechanical/Electrical/Plumbing requirements Sustainable design / energy efficient features Update construction and project cost model Prepare schematic design narrative reflecting all disciplines – architectural, civil, structural, mep and furniture/fixtures/equipment</p>
Project Team Meetings with Staff, and Client Core Design Team (as needed)	
<b>Work Period #5 – Phase 1 Design Development</b>	
<b>10 Weeks</b>	<p>Detailed code analysis Site plan Dimensioned floor, ceiling and roof plans Materials selection Furnishings/equipment design and layout Interior elevations and building sections Structural systems design Mechanical, electrical and plumbing systems Sustainability options Draft specifications Utility coordination Team coordination and cost updates</p>
Project Team Meetings with Staff and Client Core Design Team (as needed) Meetings and coordination with regulatory agencies	

**Columbia Indoor Sports Complex  
Scope of Work**

<b>Approx. Duration</b>	<b>Work Period #6 – Phase 1 Construction Documentation</b>
<b>12 Weeks</b>	<ul style="list-style-type: none"> <li>Further development of all drawings from Design Development</li> <li>Door and hardware schedules</li> <li>Detailed wall and building sections</li> <li>Interior and exterior detailing</li> <li>Finish schedules</li> <li>Sustainability requirements</li> <li>Final specifications</li> <li>Team coordination and cost updates</li> <li>Permit coordination</li> </ul>
	<ul style="list-style-type: none"> <li>Project Team Meetings with Staff and Client Core Design Team (as needed)</li> <li>Meetings and coordination with regulatory agencies</li> </ul>
	<b>Work Period #7 – Phase 1 Bidding / Contract Award</b>
<b>8 Weeks</b>	<ul style="list-style-type: none"> <li>Pre-bid meeting</li> <li>Review and respond to bidder questions</li> <li>Prepare addenda as needed</li> <li>Bidding and contractor evaluation</li> <li>Assist city with contracts as needed</li> </ul>
	<ul style="list-style-type: none"> <li>Project Team Meetings with Staff and Client Core Design Team</li> </ul>
	<b>Work Period #8 – Phase 1 Construction Administration</b>
<b>12 months (Duration to Be Confirmed)</b>	<ul style="list-style-type: none"> <li>Construction observation</li> <li>Progress meetings</li> <li>Pre-installation conferences</li> <li>Submittal review</li> <li>Review and certify pay applications</li> <li>Construction phase coordination</li> </ul>
	<ul style="list-style-type: none"> <li>Project Team Meetings with Staff, Contractor and Client Core Design Team</li> </ul>
	<b>Construction Closeout / Training / Equipment Installation</b>
<b>2 months (Duration to Be Confirmed)</b>	<ul style="list-style-type: none"> <li>Punch list development</li> <li>Operations, maintenance and warranty manual review</li> <li>Systems commissioning and training</li> <li>Equipment installation review and training</li> <li>1 year warranty walk through and review</li> </ul>
	<b>Phase 2 Design (schedule and duration to be determined)</b>