

**RESOLUTION NO. 2018-02**

**A RESOLUTION AUTHORIZING THE EXECUTION BY  
THE CHAIRMAN OF THE DISTRICT OF AN  
AGREEMENT BETWEEN THE DISTRICT AND THE  
CONSULTING FIRM OF ARCTURIS, FOR CONSULTING  
SERVICES FOR THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT GATEWAYS PROJECT**

WHEREAS, the Downtown Community Improvement District (the "District"), which was formed on February 7, 2011, by Ordinance No. 20866 (the "Ordinance") of the City Council of the City of Columbia, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo., as amended ("the Act"); and

WHEREAS, 67.1461.1 of the Act grants the board of directors (the "Board of Directors") of the District the authority to possess and exercise all of the District's legislative and executive powers; and

WHEREAS, Arcturis ("ARCTURIS") submitted the proposal/agreement to consult for the Gateways Project attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that Arcturis has best satisfied the criteria for selection of services under the District's competitive bidding policies and as set forth in the request for qualifications produced by the District with respect to the Arcturis Agreement, including that Arcturis has the specialized experience and technical competence with respect to the consulting services sought, the capacity and capability to perform the services in the time required, a history and record of past performance that is acceptable, and familiarity with governmental entities such as a community improvement district; and

WHEREAS, the Board of Directors desires to engage Arcturis to perform the consulting services for the District as described in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Board of Directors hereby approves the Arcturis Agreement and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, an agreement in substantially the form as the Arcturis Agreement attached hereto as Exhibit A.

2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 8<sup>th</sup> day of August, 2017.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

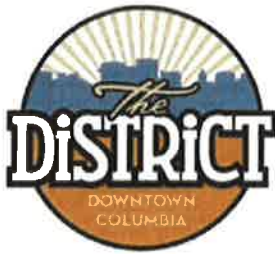
(SEAL)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2018-02**

**Arcturis Agreement**



## **REQUEST FOR PROPOSAL – PROFESSIONAL SERVICES**

Gateway Master Plan Program Management – The Downtown Community Improvement District  
Columbia, MO

***Proposals are due by Noon on August 8, 2017.***

The Downtown Community Improvement District (CID) in the city of Columbia, Missouri, is seeking proposals for a professional architectural firm to provide program management for the Gateways Master Plan for The District. The Downtown CID is an independent organization dedicated to keeping Columbia's downtown – The District – vital.

The District is a live/work/play neighborhood that fosters the creative, the eclectic, and the local. It is a constantly adapting community of people, with tradition blending harmoniously with high tech and the latest trends in fashion, food and the arts.

The District encompasses 50 square blocks, more than 300 individual properties, 1200 residences and over 600 businesses, non-profits and government entities. (See Exhibit A) Bounded by 3 Universities and Colleges and City Government buildings, the area offers both a strong day and night economy.

It is the policy of The District to negotiate contracts for professional services on the basis of demonstrated competence and qualifications for the professional services required and such services shall be at fair and reasonable prices.

### **Introduction**

The Downtown CID announces the release of a Request for Proposal ("RFP") for the provisions of providing professional project management of the Gateways Project Master Plan. The contract will commence on approximately October 1, 2017 for a period of twelve (12) months, with the option to extend for an additional two years.

### **Scope of Services**

#### **Gateway Master Plan Program Management**

This phase is necessary to manage the narrative, correspondence and graphics to be used in the marketing and implementation of the District Gateway Master Plan.

##### **1.1.1. Gateway Committee Meetings**

.1 Gateway Committee Meetings: Attend Gateway Committee meetings, on a monthly basis, as

scheduled by The District. Attend a maximum of four (4) gateway committee meetings in person and eight (8) via teleconference call.

.2 Gateway Committee Meeting Preparation: Prepare meeting presentation materials for review and comment at Gateway Committee meetings.

1.1.2. Master Plan Program Management

.1 Grant Applications: Assist the District in applying for financial grant funding applications by filling in applications with the appropriate narrative text, data, information and graphics.

.2 Social Media: Coordination on social media pages for the District Gateway Master Plan.

.3 Project Meetings: Attend meetings with and on behalf of the District for master plan coordination. The meetings would be with public agencies and potential supporters of the District Gateway Master Plan. Attend a maximum of six (6) project meetings.

.4 Project Meeting Presentation Graphics: Produce master plan graphics and project data for presentation at the project meetings.

1.1.3 Deliverables at the end of this phase:

.1 Digital file copies of all text files, presentation files and graphics. Option to extend contract for 2019FY and 2020FY

The District requires the vendor to provide prospective employees of sufficient quality so as to meet the demanding nature of the work.

**Budget**

Responses to this RFP should provide detailed billing rates for each element as well as all staffing and overhead costs. All equipment and supplies provided by the vendor.

**Payments**

In order to receive payment for Services, the Vendor will be required to submit a monthly invoice setting forth in detail, for the period for which payment is requested, the Service actually rendered during that period itemized by location and the amount of payment requested and due therefor. Invoices may not be submitted more than once a month. All invoices shall be subject to the CID's review, verification and approval, and all payments shall be conditioned upon the CID's sole determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract. Provide vendor payment bond, as required by law.

**Sales and Use Tax**

The CID is exempt from state and local sales and use tax. SUCH TAXES SHALL NOT BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract, and unless otherwise agreed in writing, vendor shall pay any and all taxes, excises, assessments or other charges of any kind levied by any governmental authority in connection with the Contract and any services provided thereunder including, but not limited to, any such governmental charge of any kind levied on the production, transportation, sale or lease of any equipment, supplies, materials or other property or services of any kind used or transferred in the performance of the services. Vendor and all members of the Vendor Team shall hold the CID harmless from the payment of any and all such taxes, contributions, penalties, excises, assessments or other governmental charges. The CID will provide the selected Vendor with appropriate sales and use tax exemption certificate evidencing the CID's tax-exempt status.

### **Contract Conditions**

The acceptance of any proposal and selection of any Vendor shall be subject to, and contingent upon, the execution by the CID of a Contract. The contract shall contain, among other terms, certain provisions required by law and by policies of the CID including, without limitation, the following providing that the Vendor:

- i. Shall defend, indemnify and hold harmless the CID, including employees and directors, against any claims or damages relating to its acts and omissions;
- ii. Shall maintain financial and other records relating to the Contract, including, without limitation, payroll records for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;
- iii. Shall maintain insurance with insurers licensed or authorized to provide insurance and in good standing with the State of Missouri, such policies shall be in a form acceptable to, and include any conditions reasonably required by the CID, and naming the CID, employees and directors as additional insured's;
- iv. Shall be licenses to conduct business in the State of Missouri;
- v. Shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the Services; and
- vi. Shall agree to Boone County, Missouri as the venue in any legal action or proceeding between the Vendor and the CID.

### **State Sunshine Law**

All Submissions submitted to the CID in response to this request may be disclosed in accordance with the standards specified in the Sunshine Law. The CID is a "public governmental body" pursuant to said Sunshine Law, therefore, all proposals may be disclosed.

### **Costs**

The CID shall not be liable for any cost incurred by the respondent in the preparation of its Submission or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The CID is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the CID has expressly agreed to do so in writing.

### **CID Rights**

This is a "Request for Proposals" and not a "Request for Bids". The CID shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contract contained herein, the CID reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the CID may select; to award a contract to entities who have not responded to this RFP; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with the RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this

RFP; in whole or in part, for any reason or no reason, in the CID's sole discretion. The CID may exercise these rights at any time, without notice to any respondents or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of this proposal or otherwise. All proposals become the property of the CID.

**Applicable Law**

This RFP and any Contract, Subcontract or any other agreement resulting henceforth shall be governed by the Laws of Missouri, and are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including, without limitation, equal employment opportunity laws.

**Brokerage Fees or Commissions**

The CID shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of this Contract. The Respondent agrees to pay the commission or other compensation due any broker or finder in connection with the Contract, and to indemnify and hold harmless the CID from any obligation, liability, cost and/or expense incurred by the CID as a result of any claim for commission or compensation brought by any broker or find in connection with this Contract.

**Additional Work**

During the Contract, the CID, at its sole discretion, may choose to work with the selected Vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services. The CID's decision to do so may be based on the firm's relevant experience and its successful performance under the contract.

**Insurance**

The Vendor and all approved subcontractors shall carry and maintain, during the Term, insurance issues by insurance companies authorized to provide insurance and in good standing in the State of Missouri. Vendor shall provide certificates of insurance and proof of payment.

<u>TYPE</u>	<u>AMOUNT</u>
A. Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/\$500,000
B. Commercial General (public) Liability Insurance	
a. General Aggregate limit	\$2,000,000
b. Products & Completed Operations limit	\$2,000,000
c. Personal & Advertising Injury limit	\$1,000,000
d. Each Occurrence limit	\$1,000,000
<i>The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual liability</i>	
C. Broad form property damage, to include fire legal liability	\$50,000 per occurrence
D. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit (CSL) of \$1,000,000
b. Non-owned vehicles	
c. Hired vehicles	
E. Umbrella Coverage	\$5,000,000

### **Employment Standards**

Vendor is expected to provide employment standards for recruiting staff, conducting employee background checks, drug testing, grooming and other personnel policies and practices and policies for working in inclement weather.

### **Questions**

Respondents may submit questions and/or request clarifications from the CID by submitting them in writing to the contact person at the contact person's email address listed below.

### **Disclaimer**

The CID, and its respective officers, directors, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the CID does not warrant or make any representation as to the quality, content, accuracy or completeness of the information, text, graphics or any other facet of this RFP, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connect with any website on which this RFP has been posted, or in connection with any other electronic medium utilized by the respondents or potential respondents in connection with or otherwise related to this RFP.



### **Letter of Interest & Qualifications**

A proposal including fifteen (15) copies of the letter of interest and qualifications should be delivered or emailed to:

Katie Essing, Executive Director  
The District  
11 S. Tenth St.  
Columbia, MO 65201  
Via Email: [kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com)

***Proposals are due by Noon on August 8, 2017.***

Information submitted shall include the following:

1. Itemized pricing for each element of scope of services
2. Brief description of the firm, its history, and its background in the holiday decor field
3. Bidder's Federal Employee Identification Number
4. Qualifications of the firm
5. List of all sub consultants (if any) and their background and contact information
6. List of similar work performed for municipalities or agencies, including a description of the work, cost of the project, and a list of references with phone numbers
7. Provide a preliminary list of proposed equipment necessary to execute the Scope of Services.
8. A copy of bidder's certificate of corporate good standing or fictitious name registration from the Missouri Secretary of State or other evidence acceptable to The District.
9. A statement that the bidder is current on payment of its: (i) Federal income tax withholdings; and (ii) State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which the bidder has its principal office.
10. Implementation Timeline, showing sequence of steps from award notification to launch.

**Selection Process**

Proposals will be screened for adequacy of content, technical competency and experience.

Criteria for the selection shall be as follows:

1. Proposal content
2. Background and similar experience
3. Capacity and capability of professional firm to perform the work required, including specialized services
4. Experience of key people, including project specific experience for each person
5. Satisfactory references
6. Demonstrated success in holiday décor services
7. Past record of performance for professional firm with respect to such factors as control of costs, quality of work and ability to meet deadlines.
8. Sensitivity to context of Columbia, Missouri

**Contact Information for Questions:**

Katie Essing, Executive Director

[kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com)

573-442-6816



## WORK AUTHORIZATION SCOPE OF WORK

Date: July 31, 2017

Project Name: The District Gateway Master Plan Program Management  
Principal: Megan Ridgeway  
Project Manager: Russ Volmert

Client: The District  
Client Contact: Katie Essing  
Client Address: The District Columbia CID  
11 South 10<sup>th</sup> Street  
Columbia, Missouri 65201  
(573) 442-6816

### 1. SCOPE OF SERVICES

This listing defines services performed by phase. All services may not be performed in the exact sequence as listed; or in some cases, two or more may be performed simultaneously.

#### 1.1. Gateway Master Plan Program Management

This phase is necessary to manage the narrative, correspondence and graphics to be used in the marketing and implementation of the District Gateway Master Plan.

##### 1.1.1. Gateway Committee Meetings

- .1 Gateway Committee Meetings: Attend Gateway Committee meetings, on a monthly basis, as scheduled by The District. Attend a maximum of four (4) gateway committee meetings in person and eight (8) via teleconference call.
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##### 1.1.2. Master Plan Program Management

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- .4 Project Meeting Presentation Graphics: Produce master plan graphics and project data for presentation at the project meetings.

##### 1.1.3 Deliverables at the end of this phase:

- .1 Digital file copies of all text files, presentation files and graphics.



**TERMS AND CONDITIONS OF AGREEMENT**

**Fee Guarantee**

ARCTURIS reserves the right to review the fee in this Agreement, and revise same, if no action has been taken by Client to implement the project 45 days after the date of this Agreement. ARCTURIS also reserves the right to review the compensation rates annually.

**Project Commencement**

Project work commences when ARCTURIS receives Client's written authorization.

**Invoices**

Client will receive an invoice every month for services performed during the previous month or as established in the payment schedule. Payment is due upon receipt. Interest will be added 30 days after the invoice date, at the maximum rate allowed by law. ARCTURIS has the right to suspend work, without breach of contract, if Client's account is past due.

**Reimbursable Expenses**

Expenses will be billed on the following: transportation and living expenses; reproduction of project documents; postage and delivery; consultants and specialized services, additional insurance that Client requests; renderings and physical models, unless noted otherwise;

**Change of Scope**

This is work beyond what is agreed to in this document, including revisions due to Client's adjustments in the scope, budget, or quality of the project. ARCTURIS will issue a Change of Scope form documenting the change and its effect on the fee and schedule.

**Hourly Rates**

For work performed on an hourly basis, ARCTURIS'S rate schedule is as follows:

Senior Principal	200.00
Principal	175.00
Sr. Architect/Designer II	140.00
Sr. Architect/Designer I	130.00
Designer/Architect IV	115.00
Designer/Architect III	100.00
Designer/Architect II	90.00
Designer/Architect I	80.00
Administrative	70.00

Rates are subject to review at the end of each ARCTURIS fiscal year.

**Project Suspension and Project Delays**

If the project is delayed because of delays in the Client's review process, time expenditures occurring beyond the original project completion date will be charged at standard hourly rates, current at that time, or at a fixed fee. If Client puts the project on hold for more than 30 days, ARCTURIS reserves the right to renegotiate the balance of its fee to reflect current personnel expenses. A restart fee will also be charged at a rate of between \$500.00 - \$1,000.00 to cover administrative and personnel rescheduling costs.

**ARCTURIS Insurance**

ARCTURIS is protected by Workman's Compensation, Professional Liability, and General Liability Insurance. Insurance verification is available upon request. If Client requires additional coverage, Client will reimburse ARCTURIS for increased premiums. ARCTURIS will not be responsible for any loss, damage or liability arising from Client's negligent acts, errors, and omissions; or those by Client's consultants, contractors, and agents; or from those of any person for whose conduct ARCTURIS is not legally responsible.

## TERMS AND CONDITIONS OF AGREEMENT (CONT.)

### **Indemnification**

To the fullest extent permitted by law, the Client shall indemnify and hold harmless ARCTURIS and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Client or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

### **Agreement Termination**

This Agreement may be terminated upon seven days written notice by either party if the other party fails to perform by the terms and conditions stated in this document. In the event of either termination or project suspension, Client will pay ARCTURIS for services performed and reimbursables incurred to date.

### **Asbestos and Hazardous Waste**

ARCTURIS does not perform services related to the identification, containment, or removal of asbestos or hazardous waste, nor will it assume liability for any damages or costs related to these materials.

### **Publicity**

Client agrees to credit ARCTURIS by name and title in all publicity involving the project. ARCTURIS will publicly reveal project information only with Client's prior approval.

### **Successors and Assigns**

Client and ARCTURIS agree respectively to bind themselves, their successors, and their assigns to the terms of this Agreement.

### **Shop Drawing Review**

ARCTURIS'S review of shop drawings shall be for general conformance to the design concept and shall not relieve any contractor or subcontractor from the obligation to comply with the contract documents.

### **Standard of Care**

Services performed by ARCTURIS will be conducted with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, expressed or implied, is made.

### **Construction Means and Methods**

ARCTURIS shall not be responsible for any aspects that affect or are affected by means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. Neither Client nor Architect shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Clients or Architects employees, agents, or consultants.

### **Ownership of Documents**

All drawings, sketches, reports, and documents which ARCTURIS prepares as instruments of service shall remain its property. Client agrees that all work which ARCTURIS furnishes, which is not paid for, will be returned, and will not be used for any purpose.

### **Electronic Data**

Like our paper documents, electronic data are Instruments of the professional services we provide. They are not products. As such, we do not provide clients with drawings or other data as electronic files as standard practice

Upon completion of the project, if requested, ARCTURIS may provide electronic files in the format in which they were created, and grant you a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract, and is not transferable to any other party. We will also require that you sign a **License for Use of Electronic Data / Non-Disclosure Agreement / Agreement for Release of Liability** form. Should you find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by us, the printed document prevails.

**TERMS AND CONDITIONS OF AGREEMENT (CONT.)**

Client agrees, fully permitted by law, to indemnify and hold ARCTURIS harmless from any damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than ARCTURIS or from any reuse of the drawings and data without the prior written consent of ARCTURIS. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by ARCTURIS and ARCTURIS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

**Professional Photography & Publicity**

ARCTURIS often chooses to have projects professionally photographed during and / or upon its completion. Client acknowledges that this is permissible and that such photography is permissible to utilize in ARCTURIS electronic and hard copy marketing materials and portfolio for promotion of ARCTURIS services. Should the Client prefer such photographs not be used publicly, Client shall document this in writing to ARCTURIS. Should Client desire to utilize the photographs taken by ARCTURIS, Client is solely responsible for all costs associated with copyright, usage, publication and so on as set forth by the Photographer.

**Limitation of Liability**

To the maximum extent permitted by law, the Client agrees to limit ARCTURIS's liability for the Client's damages to the sum of \$ 25,000 or ARCTURIS's fee whichever is greater. This limitation shall apply regardless of cause of action or legal theory, pled or asserted.

**Design/Build**

Client may solicit Design/Build proposals from subcontractors, based on ARCTURIS documents, understanding that Client is responsible for engineering services and certifications, for code compliance and the coordination of this work. ARCTURIS will review these documents only for consistency with its design concept.

**Employees**

The Client agrees that it will not solicit or hire, directly or indirectly, any employee of ARCTURIS, without the prior written approval of ARCTURIS.

**Choice of Law**

This Agreement shall be governed by the laws of the State of Missouri, including Choice of Law.

**"NOTICE TO OWNER"**

*FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.*