

AGREEMENT
For
PROFESSIONAL ARCHITECTURAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
ARCHITECTS DESIGN GROUP / ADG, INC.

THIS AGREEMENT made as of this _____ day of _____, 20____, by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **Architects Design Group / ADG, Inc.** (hereinafter called "ARCHITECT").

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

The project, and related scope of services, is generally described as the development of a Spatial Needs Assessment, Site Analysis, Master Planning, Community Outreach Program Implementation (if requested), and Design of the Police Department; and when authorized by the City, Standard Architectural / Engineering Services to include the following City of Columbia entities: Police Department Operations / Community Space; Public Safety Joint Communications.

(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 **February 8, 2017** (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>
Ian A. Reeves, AIA, President	Principal In Charge
Melissa Brand-Vokey, AIA	Project Architect
Domingo Fornoles, AIA	Project Manager
Kevin Ratigan, AIA, LEED AP	Quality Control / Assurance
Erik Miller, AIA, CDT	Local Architect / Project Manager
Brad Wright, AIA, LEED AP BD+C	Local Architect / LEED Coordinator
Suzanne Wright	Landscape Consultant
Thomas Trabue, PE, CCCA, LEED AP	Civil Engineer
Patrick Earney, PE	Structural Engineer
Marwan Rashid, PSP, CPTED	Security and Technology Consultant
Monica Santos, PE, LEED AP	Electrical Engineer
Mike Schaefer, PE, LEED AP	Mechanical Engineer
Alex Malyarov, PE	Plumbing / Fire Protection Engineer

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 **David A. Nichols, P.E., Public Works Director**, 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 **eight hundred and forty (840) - (the City retains the right to extend the schedule as necessary-reference Exhibit F-Projected project timeline)** 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 agrees to pay ARCHITECT the sum of **\$1,027,075.00 (One million twenty-seven thousand seventy five dollars)**, which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement.

6.1.2 It is expressly understood that in no event will the total amount paid to ENGINEER under the terms of this Agreement, or any amendment thereto, exceed the sum set forth in paragraph 6.1.1 unless otherwise agreed to in writing between the parties in advance of the provision of such services.

6.2 Payments

6.2.1 ARCHITECT shall submit an invoice to CITY for the percentage of services rendered to date under this Agreement 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 of the project and acceptance by CITY, the five percent (5%) of payment for 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 Agreement Documents

This Agreement includes the following attachment, which is incorporated herein by reference:

<u>Attachment</u>	<u>Description</u>
A	Scope of Work

In the event of a conflict between the terms of the attachment and the terms of this Agreement, the terms of this Agreement control.

7.17 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. 44008380-604023, 00641 number in text box, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

ARCHITECTS DESIGN GROUP / ADG, INC.

By:  _____

Date: 2.14.2017 _____

ATTEST:

By:  _____

Name: Annamarie Heillo _____

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

Effective 1/1/2009

County of Roone)
State of Missouri) ss.

My name is THOMAS A. TRABUE. I am an authorized agent of McClure Eng. Co. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Thomas A. Trabue

Affiant

THOMAS A. TRABUE

Printed Name

Subscribed and sworn to before me this 5 day of January, 2017.

Dixie Ervin
Notary Public

DIXIE ERVIN
Notary Public
Notary Seal
STATE OF MISSOURI
Commission #14410762
My Commission Expires 11/04/2018

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

Effective 1/1/2009

County of Orange)
) ss.
State of Florida)

My name is William J. Daly. I am an authorized agent of TLC Engineering for Architecture (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant



Printed Name

William J. Daly

Subscribed and sworn to before me this 3rd day of January, 2017.



April Miller
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG011611
Expires 11/6/2020


Notary Public

Company ID Number: 508186

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• FLORIDA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Tonya H Cronin	Fax Number:	(407) 645 - 5525
Telephone Number:	(407) 647 - 1706		
E-mail Address:	tonyac@adgusa.org		



Company ID Number: 184170

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Peckham & Wright Architects, Inc.

Company Facility Address: 15 South Tenth Street

Columbia, MO 65201

Company Alternate Address:

County or Parish: BOONE

Employer Identification

Number: 431144612

North American Industry Classification Systems

Code: 541

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

Company ID Number: 184170

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Peckham & Wright Architects, Inc.

Kimberly Trabue

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/26/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/26/2009

Date



Company ID Number: 508186

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Architects Design Group / ADG, Inc.**

Tonya Cronin

Name (Please Type or Print)	Title
Electronically Signed	02/22/2012
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed	02/22/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Architects Design Group / ADG, Inc.
Company Facility Address:	333 N. Knowles Avenue
	Winter Park, FL 32789
Company Alternate Address:	P.O. Box 1210
	Winter Park, FL 32790
County or Parish:	ORANGE
Employer Identification Number:	591643158

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

Effective 1/1/2009

County of ORANGE)
) ss.
State of FLORIDA)

My name is IAN A. REEVES. I am an authorized agent of ARCHITECTS DESIGN GROUP (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

IAN A. REEVES
Printed Name

Subscribed and sworn to before me this 5 day of January, 2017.

Tonya H. Cronin
Notary Public



Tonya H. Cronin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF984317
Expires 5/6/2020



Employment Eligibility Verification



Welcome
Susie Brooks

User ID
SBRO2003

Last Login
09:52 AM - 02/08/2016 Log Out

Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name:	TLC Engineering for Architecture	View / Edit
Company ID Number:	161513	
Doing Business As (DBA) Name:		
DUNS Number:		
Physical Location:		
Address 1:	255 South Orange Ave	Mailing Address:
Address 2:	Suite 1600	Address 1: 255 South Orange Ave
City:	Orlando	Address 2: Suite 1600
State:	FL	City: Orlando
Zip Code:	32801	State: FL
County:	ORANGE	Zip Code: 32801
Additional Information:		
Employer Identification Number:	591228645	
Total Number of Employees:	100 to 499	
Parent Organization:	TLC Engineering for Architecture	
Administrator:		
Organization Designation:		
Employer Category:	Federal Contractor with FAR E-Verify Clause	
Federal Contractor Category:	None of these categories apply	
Employees being verified:	Entire workforce (all new hires and all existing employees throughout the entire company)	

NAICS Code:	541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	View / Edit
Total Hiring Sites:	10	View / Edit
Total Points of Contact:	3	View / Edit

[View MOU](#)



Company ID Number:

Client Company ID Number:

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer TLC Engineering for Architecture	
Name (Please Type or Print) Aimee Weiner	Title Senior HR Manager
Signature <i>Aimee Weiner</i>	Date 2/08/2016
E-Verify Employer Agent	
Name (Please Type or Print) Aimee Weiner	Title Senior HR Manager
Signature <i>Aimee Weiner</i>	Date 2/08/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

Effective 1/1/2009

County of Jackson)
State of Missouri) ss.
)

My name is Monica Santos. I am an authorized agent of Antella Consulting Engineers, inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Affiant

Monica Santos

Printed Name

Subscribed and sworn to before me this 6 day of January, 2017.



Notary Public

SUSAN K. KAHLER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Nov. 15, 2019
Commission # 11268287

Private Employer Affidavit Of Compliance Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten employees and has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

281419

Federal Work Authorization User Identification Number

11-20-2009

Date of Authorization

McClure Engineering

Name of Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May, 21, 2015 in Clive (city), IA (state).

Kristi Gaswill Knapp

Signature of Authorized Officer or Agent

Kristi Gaswill HR Business Partner

Printed Name and Title of Authorized Officer or Agent

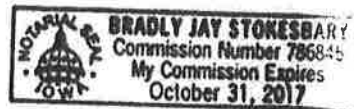
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 21 DAY OF May, 2015.

Bradly Jay Stokesbary
NOTARY PUBLIC

My Commission Expires:

10-31-17





E-VERIFY IS A SERVICE OF DHS

Company ID Number: 281479

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer McClure Engineering Company

Amie E Stewart

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/20/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/20/2009

Date

Company ID Number: 281479

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: McClure Engineering Company

Company Facility Address: 1740 Lining Lane

North Liberty, IA 52317

Company Alternate
Address:

County or Parish: JOHNSON

Employer Identification

Number: 420982931

North American Industry
Classification Systems

Code: 541

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 4

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

Company ID Number: 281479

- IOWA 3 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Amie E Stewart	Fax Number:	(319) 626 - 9095
Telephone Number:	(319) 626 - 9090		
E-mail Address:	astewart@mecresults.com		

Company ID Number: 374241

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Antella Consulting Engineers, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 374241

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 374241

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Antella Consulting Engineers, Inc.	
Monica Santos	
Name (Please Type or Print)	Title
Electronically Signed	11/23/2010
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed	11/23/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Antella Consulting Engineers, Inc.
Company Facility Address:	1600 Genessee, Suite 667
	Kansas City, MO 64102
Company Alternate Address:	
County or Parish:	JACKSON
Employer Identification Number:	201308670

Company ID Number: 374241

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Monica S Santos	Fax Number:
Telephone Number:	(816) 421 - 0950	
E-mail Address:	msantos@antella-inc.com	

EXHIBIT "A"

Scope of Services:

Columbia Police Department North Municipal Service Center

City of Columbia, Missouri

ADG Project No. 977-16

February 8, 2017

General Description:

The project, and related Scope of Services, is generally described as the development of a Detailed Spatial Needs Assessment, Site Analysis, Master Planning, Community Outreach Program Implementation (if requested), Conceptual Design for the Police Department, and when authorized by the City, Standard and Architectural/Engineering Services to include the following City of Columbia entities:

- **Police Department Operations / Community Space**
- **City I.T. Back Up Data Center**

The Phases of Services are herein identified as follows:

1. Phase I-A: Detailed Spatial Needs Assessment:

- 1.1 The Consultant shall participate in an initial meeting, with Police Department and Communications personnel and the City's Project Management Team, to review the proposed project and to establish project schedules for specific tasks.
- 1.2 The Consultant shall conduct an analysis of the routine operations of the identified entities in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities, and potential of joint use facilities.
- 1.3 A detailed Spatial Needs Assessment shall then be conducted, providing documentation as to current and future needs; future need being defined as those anticipated for the years 2027 and 2037, and the current need being defined as the year 2017. The process for obtaining this information shall consist of a two-part effort; a detailed questionnaire and on-site interviews with the staff of the various entities, as noted above.

The questionnaire shall relate to such information as:

- 1.3.1 Historical, Current and Projections for Future Staffing Levels.
 - 1.3.2 A Detailed Mission Statement.
 - 1.3.3 Departmental Organizational Charts.
 - 1.3.4 An Assessment of Requested Spaces.
 - 1.3.5 A Definition of Functional Inter-Relationships.
 - 1.3.6 Documentation of Specialized Equipment.
 - 1.3.7 Documentation as to relationship to other Departments.
- 1.4 The Consultant, as a part of this phase, shall consider and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of facilities.
 - 1.5 Based upon the recommendations related to facility size(s), the Consultant shall identify the land area needed for the building, associated parking and related site requirements,

EXHIBIT "A"

Scope of Services:

Columbia Police Department North Municipal Service Center

City of Columbia, Missouri

ADG Project No. 977-16

February 8, 2017

Page 2

such as stormwater retention, parking areas, environmental areas, landscape requirements, infrastructure improvements, and building setback requirements.

- 1.6 The Consultant shall research and provide information relative to identifying potential supplemental grant funding sources, noting entities which provide funds for projects of the type envisioned for the Police Department Facilities.
- 1.7 This phase shall result in a detailed report, which shall contain the following components:
 - 1.7.1 Police Department and Communications Program Requirements.
 - 1.7.2 Exterior Facilities (If Requested).
 - 1.7.3 Joint-use / Shared Facility Opportunities.
 - 1.7.4 Development Options.
 - 1.7.5 Estimates of Probable Development Costs.
 - 1.7.6 Phasing Plan(s).
 - 1.7.7 Analysis and Identification of all pertinent regulatory requirements.
 - 1.7.8 Analysis and Identification of recommended building elements to obtain a LEED certified designation or to implement sustainable design concepts towards the effort to lower long-term operational costs.
- 1.8 The final report shall contain recommendations relative to potential solutions, and shall include up to three (3) alternative development options as to the size and associated potential costs of each such alternative. This report shall be issued to the City's Project Management Team for review and consideration, and subsequently, upon the City's direction, to the City of Columbia Administration and City Council at a public meeting and/or Council Workshop.

2. Phase I-B: Site Analysis and Master Planning:

- 2.1 The City shall submit to the consultant, any existing documentation relative to the proposed site that has been previously identified and investigated. Based upon the site size determined to be necessary, as identified within the Spatial Needs Assessment, and with the direct input of the City, the Consultant shall assist in the development of outlining the site characteristics of site.
- 2.2 The Consultant shall then conduct an evaluation of the City's parcel utilizing nationally recognized criteria. The Consultant shall prepare, and distribute to the appropriate City personnel, a detailed form for evaluation by the City as well as the Consultants/Consultants.
- 2.3 Items to be considered will include:

EXHIBIT "A"

Scope of Services:

Columbia Police Department North Municipal Service Center

City of Columbia, Missouri

ADG Project No. 977-16

February 8, 2017

Page 3

- 2.3.1 Ability of the site to accommodate appropriate public and staff parking.
 - 2.3.2 Evaluation of property relative to a 100-year storm.
 - 2.3.3 Identification of potential hazards.
 - 2.3.4 Ability and estimated cost to acquire adjacent parcels if deemed necessary and/or appropriate.
 - 2.3.5 Guidelines for the abandonment of right-of-way and/or roadways which may become internal to the site, or the establishment of an emergency vehicle ingress/egress easement through the adjacent properties to allow for a second means of access to a larger, more substantially constructed roadway.
 - 2.3.6 Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
 - 2.3.7 The ability of the site to accommodate the space needs of the Police Department both in terms of current needs (year 2017) and future needs (year 2027 and 2037).
- 2.4 Obtain, to the extent possible, historical and current aerial photographs of the properties, the purpose being to illustrate previous site utilization.
- 2.5 Based upon the information assembled and documented, the Consultant shall prepare a written report noting the information herein contained, and make a specific recommendation as to the appropriateness of the property. Eight (8) copies of this report shall be provided to the City.
- 2.7 Based upon the information obtained during development of the Spatial Needs Assessment, the Consultant shall participate in a meeting(s) with representatives of the City of Columbia to initiate the Master Planning effort. The premise of this meeting shall be to obtain consensus as to the appropriate land utilization of the designated property and the proposed facility, as well as future expansion requirements.
- 2.8 Based upon the adopted Development Alternative, the Consultant shall prepare a Master Plan Document of the selected site, illustrating:
- 2.8.1 Proposed land utilization of the selected site.
 - 2.8.2 Location and general configuration of "current need" facilities.
 - 2.8.3 Areas of potential expansion for future need.
 - 2.8.4 Location of vehicles access and egress, both staff and public.
 - 2.8.5 Pedestrian areas and site circulation.
 - 2.8.6 Vehicle Parking Areas (Staff, Public).
 - 2.8.7 Area(s) designated for stormwater detention.
 - 2.8.8 Required Standoff Distances
- 2.9 The Consultant shall then prepare a final Master Planning Drawing illustrative of the proposed recommended solution and present same to the staff of the City of Columbia. These documents shall then, upon direction by the City Administration, be the focal point

EXHIBIT "A"

Scope of Services:

Columbia Police Department North Municipal Service Center

City of Columbia, Missouri

ADG Project No. 977-16

February 8, 2017

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of a public outreach program with the purpose of explaining the importance of the project to the local land owners and the community at large.

3. **Phase I-C: Conceptual Building Design:**

The Consultant will prepare conceptual design documents consisting of preliminary elevations and illustrating the following items:

- 3.1 Confirm the site development layout illustrating parking areas, vehicular/pedestrian circulation, public/private zones, site utility considerations, future expansion, etc.
- 3.2 Provide block diagram of major programmed spaces showing functional relationship.
- 3.3 Provide building size/shape configuration showing major entry points.
- 3.4 Provide graphic representation of proposed exterior building envelope components.
- 3.5 Provide list of proposed energy efficient systems/building components.
- 3.6 Provide optional solutions if necessary to address identified constraints.

4. **Phase I-D: Community Outreach Program (if desired by the City / Add Service):**

- 4.1 The design team, in association with the City, shall participate in up to three (3) community outreach meetings or workshops, in an effort to present the proposed project to the citizens of Columbia. The meetings/presentations shall be conducted by a minimum of two (2) design team members.

5. **Phase II: Basic Architectural and Engineering Services:**

- 5.1 The Consultant shall provide services for the standard phases, as defined in the Owner/Consultant agreement, for the proposed facility. These shall include schematic design at 20% of the basic services fee, design development at 30%, construction documents at 25%, bidding or GMP coordination at 5%, and construction administration at 20%, respectively
- 5.2 The Consultant and the Client recognize that the requested services are of significant magnitude, scheduling and complexity, which may include the facility being developed in terms of "survivability" as may be required by the City.

EXHIBIT "B"

Information Requested

Columbia Police Department North Municipal Service Center

City of Columbia, Missouri

ADG Project No. 977-16

February 8, 2017

General Description:

The project, and related Scope of Services, is generally described as the development of a Detailed Spatial Needs Assessment, Site Analysis, Master Planning, Conceptual Design, Community Outreach Program Implementation, and Design of the Police Department's North Municipal Service Center for the City of Columbia.

The information that Architects Design Group (ADG) would need from the City of Columbia in order to complete this project include:

1. The City shall submit to the consultant, any existing documentation relative to the proposed site that has been previously identified and investigated; including, but not limited to:
 - 1.1. Aerial Maps
 - 1.2. Floodplain Maps
 - 1.3. Bench mark Data
 - 1.4. Copy of the Brinkley Sargent study
 - 1.5. Standard contract forms and the actual printing of the plans and contract documents.
2. The City is to provide the Design Team any land development regulations that the Design Team will need to comply with.
3. The City is to provide the Design Team a list of the Permitting Agencies that will be involved in reviewing and/or permitting the project.

EXHIBIT "C"
Additional Services
Columbia Police Department North Municipal Service Center
City of Columbia, Missouri
ADG Project No. 977-16
February 8, 2017

1. **Requested Additional Services:**

1.1 **Site Surveying:**

This service is to be provided by the Client; however, in the event that the Architect is requested to provide these services, the Architect shall obtain the services of a Registered Land Surveyor, acceptable to the Client, for a site boundary and topographic survey for the subject property. The professional fee shall be established based upon a defined Scope of Services.

Professional Fee..... \$ 7,500.00

1.2 **Geotechnical Engineering:**

This service is to be provided by the Client; however, in the event that the Architect is requested to provide these services, the Architect shall obtain the services of a Professional Geotechnical Engineering firm for purposes of sub-surface soils investigation, percolation testing, and foundation recommendations. The professional fee shall be established based upon a defined Scope of Services.

Professional Fee..... \$ 5,290.00

1.3 **Landscape Architectural Services:**

Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by the Architect, to provide the Scope of Services to be defined by the accepted Master Site Plan. The Professional Compensation Fees for these services shall be as noted in Exhibit "D".

Professional Fee..... \$22,600.00

1.4 **Computer Cable System Design Coordination:**

The Architect shall meet with City of Columbia Project Manager and the Office of Information Technology staff and establish the basic guide lines for a computer cable system for the facility and shall subsequently prepare a cable plan with appropriate distribution spaces in the facility. The professional fee shall be as noted in Exhibit "D".

Security Consultant:

The Architect shall obtain the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, and site security systems. The professional fee shall be established based upon a defined Scope of Services as noted in Exhibit "D".

Audio-Visual Consultant:

The Architect shall obtain the services of an individual/Firm with expertise in audio-visual systems and, based upon a defined Scope, shall provide the Client with a proposed professional fee, as noted in Exhibit "D".

Professional Fee..... \$83,640.00

1.5 Permitting Coordination Services:

The Architect shall provide permitting coordination services as follows:

- 1.5.1 Define all permits and/or review agency requirements and provide a graphic chronological assessment.
- 1.5.2 Prepare and/or coordinate the permitting applications and make the submittals in a timely manner and in accordance with the schedule to be submitted by the Architect upon execution of this agreement by the Client.
- 1.5.3 Monitor the permitting process and provide written progress reports to the City of Columbia.
- 1.5.4 The Professional Fee for permitting associated with site and facilities shall be as noted in Exhibit "D".

Professional Fee..... \$12,680.00

1.6 Facility or Site Model / Computer Renderings:

The Architect shall either have constructed up to four (4) computer rendering(s) of the facilities or the overall Master Plan, illustrating site utilization, building massing, interior imagery, access and egress roadways, parking areas, pedestrian walkways and stormwater retention areas. The Professional Services Fee shall be as noted in Exhibit "D".

Professional Fee..... \$ 8,000.00

1.7 As Built CADD Documents:

This service is typically provided by the selected builder, but in the event that the Client desires the Architect to develop a record or "as-built" set of construction documents, provided at the conclusion of construction, then the Architect shall be entitled to a professional fee as noted in Exhibit "D".

Professional Fee..... \$ 18,200.00

EXHIBIT "C"

Additional Services

Columbia Police Department North Municipal Service Center

City of Columbia, Missouri

ADG Project No. 977-16

February 8, 2017

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1.8 **Interior Design / FF&E (Furnishings, Fixtures & Equipment):**

1.8.1 Interior design services related to the programming, conceptual design, bidding and supervision of installation of furnishings. The Fee for this service is identified in Exhibit "D".

1.8.2 Services related to the inventory of existing furnishings and equipment shall be provided, billable on an hourly basis, utilizing the rate schedule identified in Exhibit "D", or at an agreed upon fixed fee amount. Said services are to be provided only when specifically requested by the Client in writing.

Professional Fee..... \$48,000.00

1.9 **Building Commissioning:**

The Architect and its Engineers, if so desired by the City of Columbia, shall provide complete building commissioning services of the Mechanical, Electrical, and low-voltage systems facility wide including creating a commissioning plan, integrating the commission requirements into project specifications, creating functional test procedures, perform a test and balance verification, and create a training plan. The professional fee shall be as noted in Exhibit "D". This service is provided, upon the City's request, at the conclusion of the construction period.

Professional Fee..... \$35,000.00

1.10 **Sustainable Design Concept Implementation / LEED Design:**

In the event the City desires to pursue either LEED certification or Sustainable Design Concept Implementation of the project; the Design Team will be responsible for identifying, documenting, and implementing a variety of sustainable design components for the City of Columbia that can be accomplished within the defined project budget. The City will need to contract with an independent Certifying Agent in the event that LEED certification is desired by the City. The professional fee shall be negotiated based upon the level of LEED certification, or the magnitude of the sustainable design concepts that are requested, and shall be as noted in Exhibit "D".

Professional Fee..... \$16,000.00

1.11 **Facility Energy Analysis:**

The Architect shall so prepare Supplementary Design Documents as to permit the accomplishment of a detailed energy analysis, to be conducted by an appropriate entity with expertise in providing this service. The purpose of the analysis shall be to maximize energy efficient systems, including insulation, fenestration and similar passive energy applications, to the extent allowable by the project construction budget. This service will be required if the City elects to pursue LEED certification for the proposed project.

Services Fee shall be as noted in Exhibit "D". This is also a newly required service to meet the updated Energy Code Permitting Requirements.

Professional Fee..... \$15,000.00

1.12 **Cost Estimating:**

The Architect shall retain the services of a cost estimating firm responsible for providing detailed cost estimates at the following intervals:

- 1.12.1 Completion of Schematic Design Phase
- 1.12.2 Completion of Design Development Phase
- 1.12.3 75% completion level of the Construction Document Phase

1.13 **Building Program Update:**

The City has a previously established Building Program, the Consultant shall review this document with the Columbia PD and City Project Management Team for its accuracy regarding current and future staffing levels and anticipated services to be provided from within the proposed facility, and shall update this document as necessary.

Professional Fee..... \$ 20,540.00

1.14 **LEED Registration Allowance & LEED Commissioning:**

The City has requested the project accomplish basic LEED certification which will require the proposed project be registered with the Green Building Council with an estimated registration fee of \$5,000. Towards the conclusion of the construction cycle of the project, the facility will need to undergo a final LEED review process referred to as LEED Commissioning. The LEED commissioning agent's professional fee is \$14,000.

Professional Fee..... \$ 19,000.00

EXHIBIT "D"

Professional Fee Allocation

Columbia Police Department North Municipal Service Center

City of Columbia, Missouri

ADG Project No. 977-16

February 8, 2017

Fee Allocation:

The following is the professional fee allocation for the various services defined in Exhibits "A" and "C".

1. **Professional Fees Summary:**

Phase One Services:

1.1	Building Program Update	\$ 20,540.00
1.2	Site Analysis & Master Planning.....	\$ 18,460.00
1.3	Site Topographic Survey.....	\$ 7,500.00
1.4	Conceptual Building Design	\$ 18,200.00
1.5	Reimbursable Expenses	\$ 3,600.00
1.6	Subtotal Phase One Services	\$ 68,300.00

Phase Two Services:

1.7	A/E "Basic Services" (includes Insurance).....	\$ 586,665.00
1.8	Civil Engineering (On-Site) Allowance.....	\$ 40,000.00
1.9	Geotechnical Engineering	\$ 5,290.00
1.10	Accessibility (ADA) Consulting Allowance	\$ 3,000.00
1.11	Landscape Design	\$ 22,600.00
1.12	Cost Estimating.....	\$ 22,900.00
	1.12.1 100% SD	
	1.12.2 100% DD	
	1.12.3 75% CD	
1.13	Civil Engineering (Off-Site Utilities)	\$ 0.00
1.14	Permitting Coordination.....	\$ 12,680.00
1.15	Technology/AV/Security Systems Consulting	\$ 83,640.00
1.16	Project Renderings (up to four (4)).....	\$ 8,000.00
1.17	Professional Fees Subtotal:	\$ 785,226.00

Requested Additional Services

1.18	As-Built CADD Documents	\$ 18,200.00
1.19	FF&E / Interiors	\$ 48,000.00
1.20	Requested Additional Services Subtotal:.....	\$ 66,200.00

Sustainability Services

1.21	Building Commissioning	\$ 35,000.00
1.22	LEED (Certified Services) Design Documentation	\$ 16,000.00
1.23	LEED Registration Allowance (\$5,000) / Commissioning Allowance (\$14,000).....	\$ 19,000.00
1.24	Facility Energy Modeling / Analysis Allowance.....	\$ 15,000.00

EXHIBIT "D"
Professional Fee Allocation
Columbia Police Department North Municipal Service Center
City of Columbia, Missouri
 ADG Project No. 977-16
 February 8, 2017
 Page 2

1.25	Sustainability Tasks Subtotal:	\$ 85,000.00
1.26	Phase Two Reimbursable Expenses	\$ <u>22,800.00</u>
1.27	Cumulative Total	\$ 959,226.00

2. **Optional Additional Services Not Requested at this Time:**

2.1	Extended Construction Observation (if needed).....	\$	TBD
2.2	Off-Site Civil Engineering	\$	TBD
2.3	Post Occupancy/Warranty Inspection	\$	8,200.00
	• Reimbursable Expenses	\$	1,000.00
2.4	Site and Building Identifications	\$	5,200.00
2.5	Special Engineering (if needed).....	\$	TBD
2.6	Grants Application Assistance Allowance (if needed)	\$	TBD

3. **Additional Construction Observation Services: Not Requested at this Time:**

As noted in Exhibit "F" the City has the option of requesting construction observation services that are in addition to those provided under terms of the "standard services", which consist of on-site meetings twice per month, the following are options for consideration by the City:

3.1 **Option A: Weekly On-Site Construction Observation Services:**

3.1.1	16 hrs @ \$102.00/hr.....	\$	1,632.00 ^{*1}
3.1.2	Reimbursable Expenses	\$	<u>250.00</u>
3.1.3	Subtotal	\$	1,882.00
3.1.4	Subtotal: \$1,882.00 @ 12 months.....	\$	<u>22,584.00</u>

3.2 **Option B: "Clerk of the Works":**

This represents daily on-site representation and is in addition to standard services provided. If the City elects to utilize this service, the fee shall be negotiated at that time.

^{*1} These are hours in addition to those included under "standard services".

EXHIBIT "D"
Professional Fee Allocation
Columbia Police Department North Municipal Service Center
City of Columbia, Missouri
ADG Project No. 977-16
February 8, 2017
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ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective 10/01/16 through 09/30/17

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	205.00/hr.
Studio Department Principals/Project Architects	182.00/hr.
Associates	152.00/hr.
Project Managers	145.00/hr.
Designers.....	87.00/hr.
Computer Draftsperson I.....	65.00/hr.
Computer Draftsperson II	65.00/hr.
Computer Supervisor	95.00/hr.
Threshold Inspector (Certified).....	83.00/hr.
Construction Administrators	102.00/hr.
Specification Writer	98.00/hr.
Senior Draftsperson	87.00/hr.
Draftsperson I.....	73.00/hr.
Draftsperson II	65.00/hr.
Accounting Services	83.00/hr.
Staff (Word Processor I)	50.00/hr.
Graphic Designer	72.00/hr.
Interior Design Principal.....	105.00/hr.
Interior Design Designer.....	77.00/hr.
Interior Design Specification Writer.....	76.00/hr.
Interior Design Draftsperson I	66.00/hr.

Note: Any changes in the above noted hourly rates, after September 1, 2017 shall be provided to the Owner thirty (30) days prior to said date.

EXHIBIT "E"

Other Conditions or Services

Columbia Police Department North Municipal Service Center

City of Columbia, Missouri

ADG Project No. 977-16

February 8, 2017

1. Additional Services:

The owner reserves the right to authorize additional work on the part of the Architect, or consultants, through the Architects. Said work shall be related to facilities for the City of Columbia including, but not limited to: feasibility studies, design of new facilities, additions or renovations to existing facilities, master planning and grant applications. These services are to be provided only when authorized in writing by the appropriate authority.

2. Public Presentations:

The Architect, if authorized by the owner, shall participate in a public presentation of the proposed study and shall prepare a presentation for the purposes of assisting the City in the public awareness process.

2.1 The Architect shall provide the Owner with one set of documents, of said presentation, at no additional cost to the Owner.

2.2 The Architect shall make presentations to the general public at the fixed fee to be established on a per meeting basis, as indicated in Exhibit "D". Said presentations shall be attended by up to two (2) members of the Architectural Team.

3. Phasing of Architects Services:

The initial phase shall consist of the Programming, Site Analysis, Master Planning, and Conceptual Design. Phase II shall consist of the design, bidding, and construction administration of the Police Department.

4. Dispute Resolution:

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

The Consultant agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the Consultant had knowledge and failed to present during the City procedures.

In the event that City procedures are exhausted and a suit is filed for legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

EXHIBIT "E"

Other Conditions or Services

Columbia Police Department North Municipal Service Center

City of Columbia, Missouri

ADG Project No. 977-16

February 8, 2017

Page 2

5. Invoicing Procedures:

Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty percent (20 %)
Design Development Phase	Thirty percent (30 %)
Construction Documents Phase	Twenty-five percent (25 %)
Bidding or Negotiation Phase	Five percent (5 %)
Construction Phase	Twenty percent (20 %)
<hr/> Total Basic Compensation	<hr/> percent (100 %)

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

6. Delivery of Contract Documents:

At the conclusion of the project, the Architect shall deliver all contract documents to the City of Columbia as Adobe PDF file(s).

EXHIBIT "F"
Project Schedule
Columbia Police Department North Municipal Service Center
City of Columbia, Missouri
ADG Project No. 977-16
February 8, 2017

Schedule: Please note that the projected timeline portrays estimated dates.

1. Pre- Design..... Approximately 4 months
 - a. Detailed Spatial Needs Assessment
 - b. Site Analysis and Master Planning
 - c. Conceptual Building Design

2. Standard Architectural and Engineering Approximately 10 months
 - a. Schematic Design
 - Owner Review & Comment..... 6 weeks
 - b. Design Development
 - Owner Review & Comment..... 12 weeks
 - c. 90% Construction Documents
 - Owner Review & Comment..... 16 weeks
 - d. Final 100% Construction Documents 4 weeks

3. Contract Award and Permitting Services Approximately 2 Months

4. Construction Services..... 12 Months

5. **Total Approximately 28 Months**

City of Columbia			
Police Department North Municipal Service Center			
Project Budget			
10/17/2016 - Updated 02/07/2017 by ADG			
			Reference Location
Land Cost (Provided by the City)			
Environmental Phase 1	\$2,100		
Site Acquisition	\$484,170		
Closing Cost	\$500		
Total	\$486,770	486,770	
Construction (Size Projected by ADG)			
Building (Approximately 23,000 SF @ \$260/SF)	\$6,033,040		
Support Buildings (Future Construction)	\$0		
I.T./Security			
I.T. Video Security			
A/V Equipment			
Police Equipment/Appliances			
Site Development/Parking (Site Preparation/Paving +70,000 s.f.)	\$240,000		
Covered Parking (Future Construction)	\$0		
Emergency Generator / Central Energy Plant Allowance	\$300,000		
Landscape/Flatwork/Lighting			
Distributive Antenna System			
Site Fence (Secure Lots) ±900 l.f.			
On-Site Water Retention			
Existing Utility Relocation	\$0		
On-Site Development Utilities	\$0		
Off-Site Utility Development	\$0		
Owner's Contingency	689,493		
Subtotal	7,262,533	7,262,533	
Total			
FF&E (Allowances Provided by ADG)			
Furniture Allowance: 23,000 SF @ \$25/SF	575,000		
Exercise Equipment Allowance	\$0		
Total	575,000	575,000	
City Budgets (Provided by the City)			
Art Budget	\$72,605		
Electrical/Service Fees	\$0		
Gas/Cable Service Fees	\$0		
Telephone	\$35,815		
City Project Construction Management	\$40,000		
Construction Materials Testing (ESS)	\$35,000		
City Computer/Network Equipment	\$70,037		
Fiber to Site	\$82,165		
Moving Costs	\$5,000		
Communication Tower	\$0		
Owner Contingency	\$0		
Total	\$340,622	340,622	
Professional Services (Fees/Allowances provided by ADG)			
Phase One Services			
Building Program Update	20,540	Exhibit "C"-1.13 / Exhibit "D"-1.1	
Site Analysis & Master Planning	18,460	Exhibit "D" -1.2	
Site Topographic Survey	7,500	Exhibit "C"-1.1 / Exhibit "D"-1.3	
Conceptual Building Design	18,200	Exhibit "D"-1.4	
Reimbursable Expenses	3,600	Exhibit "D"-1.5	
Total Phase One Services	\$68,300	\$68,300	
Phase Two Services			
A/E "Basic Services" (Includes Insurance)	586,665	Exhibit "D"-1.7	
Civil Engineering (On-Site) Allowance	40,000	Exhibit "D"-1.8	
Geotech Engineering	5,290	Exhibit "C"-1.2 / Exhibit "D"-1.9	
Accessibility (ADA) Consulting Allowance	3,000	Exhibit "D"-1.10	
Landscape Design	22,600	Exhibit "C"-1.3 / Exhibit "D"-1.11	
Cost Estimating (100% SD, 100% DD, and 75% CD)	22,900	Exhibit "C"-1.12 / Exhibit "D"-1.12	
Civil Engineering (Off-Site Utilities)	0	Exhibit "D"-1.13	
Permitting Coordination	12,680	Exhibit "C"-1.5 / Exhibit "D"-1.14	
Technology/AV/Security Systems Consulting	83,640	Exhibit "C"-1.4 / Exhibit "D"-1.15	
Project Renderings: Up to 4	8,000	Exhibit "C"-1.6 / Exhibit "D"-1.16	
Total Phase Two Services	784,775	784,775	
Requested Additional Services:			
As Built CADD Documents	18,200	Exhibit "C"-1.7 / Exhibit "D"-1.18	
FF&E/Interiors: \$600,000 @ 8%	48,000	Exhibit "C"-1.8 / Exhibit "D"-1.19	
	66,200	66,200	
Sustainability Tasks:			
Building Commissioning	35,000	Exhibit "C"-1.9 / Exhibit "D"-1.21	
LEED (Certified Services) Design Documentation	16,000	Exhibit "C"-1.10 / Exhibit "D"-1.22	
LEED Registration Allowance (\$5,000) / Commissioning (\$14,000)	19,000	Exhibit "C"-1.14 / Exhibit "D"-1.23	
Facility Energy Modeling / Analysis Allowance	15,000	Exhibit "C"-1.11 / Exhibit "D"-1.24	
	85,000	85,000	
Phase Two Reimbursable Expenses	22,800	22,800	Exhibit "D"-1.26
Total		9,690,000	
Total Project Cost		\$9,690,000	
\$7,262,533 Construction Budget			
"Hard Costs" Assumptions			
Building Construction: 23,204 SF @ \$260/SF = \$6,033,040			
Site Development: 1.6 Acres @ \$150,000/Acre = \$240,000; assuming standard soil conditions.			
Central Energy Plant Allowance: \$300,000			
Subtotal Hard Costs: \$6,573,040			



ARCHDES-07

KCOLLINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : RLI Insurance Company A+, XI	NAIC # 13056
INSURER B : Berkley Design Professional Underwriters	NAIC # 32603
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

 Architects Design Group / ADG, Inc.
 333 North Knowles Avenue
 Winter Park, FL 32789

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0002744	01/12/2016	01/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001665	01/12/2016	01/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0003117	01/12/2016	01/12/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002368	01/12/2016	01/12/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE POLICY LIMIT \$ 1,000,000
B	Professional Liab.			AEC9007857-00	01/12/2016	01/12/2017	Per Claim/Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Columbia, its directors, officers, agents and employees are included as additional insured with respects to General Liability, Auto Liability and Umbrella Liability when required by written contract. General Liability, Auto Liability, Umbrella Liability and Worker's Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued in accordance with policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Columbia, Missouri	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects
Architect



VALID THROUGH DECEMBER 31, 2018
ORIGINAL CERTIFICATE/LICENSE NO. 2016040058

IAN A. REEVES
ARCHITECTES DESIGN GROUP/ADG, INC
PO BOX 1210
WINTER PARK FL 32790
USA

Judy Hampton
EXECUTIVE DIRECTOR

Franklin Lee Danner
DIVISION DIRECTOR

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects
Architectural Corporation



VALID THROUGH DECEMBER 31, 2018
ORIGINAL CERTIFICATE/LICENSE NO. 2010003481

ARCHITECTS DESIGN GROUP, INC
PO BOX 1210
WINTER PARK FL 32790
USA

Judy Hempster

EXECUTIVE DIRECTOR

John Lee Danner

DIVISION DIRECTOR

STATE OF MISSOURI



Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

ARCHITECTS DESIGN GROUP, INC.

using in Missouri the name

ARCHITECTS DESIGN GROUP, INC.
F01004011

a FLORIDA entity was created under the laws of this State on the 13th day of October, 2009, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of November, 2016.


Secretary of State

Certification Number: CERT-11112016-0002

