

**FIRST AMENDMENT**  
**to the**  
**PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT**  
**between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**AND**  
**PECKHAM & WRIGHT ARCHITECTS, INC. D/B/A/ PWARECHITECTS, INC.**

This First Amendment (hereinafter "Amendment") is made by and between the **CITY OF COLUMBIA** (hereinafter, "CITY"), and **PECKHAM & WRIGHT ARCHITECTS, INC. d/b/a/ PWArchitects** (hereinafter "ARCHITECT") both parties to a Professional Architectural Services Contract for Fire Station #11 entered into on December 22, 2020 (hereinafter "Original Agreement") and is entered into on the date of the last signatory noted below (hereinafter "Effective Date"). CITY and ARCHITECT are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, CITY and ARCHITECT entered into the Original Agreement, attached hereto as **Attachment 1**, for the purpose of ARCHITECT providing architectural services for the design and construction of Fire Station #11;

WHEREAS, the Original Agreement contemplated the completion of the Fire Station #11 Project as described in Exhibit A – Scope of Services, attached hereto as part **Attachment 1**;

WHEREAS, the Parties wish to amend the Scope of Services to include the same services for Fire Station #10, as well as amend the total pricing and rate schedule;

WHEREAS, the Parties hereto desire to formally amend the Agreement with this Amendment and desire to be bound by the terms contained in the Agreement as amended or supplemented by those terms contained in this Amendment.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Agreement, as follows:

1. All terms and provisions of Original Agreement, a copy of which is attached hereto as **Attachment 1** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in this Amendment. If there is conflict between this Amendment and the Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.
2. Amendment. The Original Agreement shall be amended to include: the Scope of Services of the Original Agreement and to amend the total payment costs.

- a. Exhibit A of the Original Agreement shall be edited to add Exhibit B1, a copy of which is attached hereto as **Attachment 2**, and made a part of this Amendment.
  - b. Section 6.1.1 of the Original Agreement shall be amended to state: "For services performed, CITY agrees to pay ARCHITECT the sum of \$199,900.00 (One hundred ninety nine thousand nine hundred dollars) as allocated per Exhibit A - Task/Service Proposed Fee, and \$354,075.00 (Three hundred fifty four thousand seventy five dollars) as allocated per Exhibit B1 – Proposed Fee which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement.
3. All other terms of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment to the Original Agreement, on the day and year last written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_ <sup>556</sup>  
De'Carlton Seewood, City Manager

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

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 44008820-604990-00732 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Matthew Lue, Finance Director

**PECKHAM & WRIGHT ARCHITECTS, INC.  
D/B/A/ PWARHITECTS, INC**

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

Title: VICE - PRESIDENT

10-31-2023  
Date

ATTEST:

By: Shandaf. Alle  
Name  
Admin. Specialist  
Title

**AGREEMENT**  
**For**  
**PROFESSIONAL ARCHITECTURAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**PECKHAM & WRIGHT ARCHITECTS, INC. D/B/A/ PWARECHITECTS, INC.**

THIS AGREEMENT is made and entered by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **Peckham & Wright Architects, Inc. d/b/a/ PWAREchitects, Inc.** (hereinafter called "ARCHITECT") and is effective on the date of signing by the party last executing this Agreement ("Effective Date").

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

**Based upon funding, to design and construct a building for Fire Station #11 on City property that is similar in nature, scope and program of the existing Fire Station #9 located at N. Providence Rd and Blue Ridge Rd. Program not included but desired for Station #11 is the addition of a "Training"space and exterior "Recreation Area" to be included in the design process and requirments as futher described by RFQUAL 137/2020.**

*(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 Exhibit A - "Scope of Basic Services," dated **December 07, 2020** (hereinafter referred to as "Scope of Basic Services").

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

<u>Name and Title</u>	<u>Assignment</u>
<b>Erik Miller, AIA, CDT</b>	<b>Principal, PWArchitects, Inc.</b>
<b>Eric Roselle, AIA, LEED AP</b>	<b>Project Manager, PWArchitects, Inc.</b>
<b>Shannen Imsland, AIA</b>	<b>Project Manager, PWArchitects, Inc.</b>
<b>Heidi Hyland, AIA, LEED Green Associate</b>	<b>Project Architect, PWArchitects, Inc.</b>
<b>JP Watson, PE</b>	<b>MEP Engineer of Record, J-Squared Engineering</b>
<b>Andrew White</b>	<b>MEP Project Engineer, J-Squared Engineering</b>
<b>Jeremy Patrick</b>	<b>MEP Partner, J-Squared Engineering</b>
<b>Tim Crockett, PE</b>	<b>Principal, Project Manager, Crockett Engineering Consultants</b>
<b>Nathan Eckhoff, PE</b>	<b>Principal, Project Manager, Crockett Engineering Consultants</b>
<b>Greg Linneman, PE</b>	<b>Principal, Project Manager, Crockett Engineering Consultants</b>
<b>Jared Verslues, PE</b>	<b>Principal, Project Manager, Crockett Engineering Consultants</b>

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

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

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

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

### SECTION 3 - ADDITIONAL SERVICES OF ARCHITECT

#### 3.1 General

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

##### 3.1.1 Financial Consultation

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

##### 3.1.2 Property Procurement Assistance

Provide consultation and assistance on property procurement as related to professional Architectural services being performed.

##### 3.1.3 Obtaining Services of Others

Provide through subcontract the services or data set forth in Exhibit A. ARCHITECT is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on this Project.

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 **Kent Hayes, Building Facilities Manager**, as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this Agreement.

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

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

4.9 Furnish ARCHITECT data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data

or consultations, all of which ARCHITECT may rely upon in performing ARCHITECT's services under this Agreement.

## SECTION 5 - PERIOD OF SERVICE

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

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

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **seven hundred and thirty (730) – (the City retains the right to extend schedule as necessary – reference Exhibit A – Schedule / Notes)** 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 **\$199,900.00 (One hundred ninety nine thousand nine hundred dollars) as allocated per Exhibit A – Task/Service Proposed Fee**, 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 ARCHITECT 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.

## 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 a 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 Missouri Licensure & Certificate of Authority

ARCHITECT certifies that it is currently in compliance, and agrees to maintain compliance for the duration of this Agreement, with all licensure requirements of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (hereinafter "APEPLSPLA") to practice in Missouri as a professional architect as provided under chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, ARCHITECT understands and agrees that the person personally in charge and supervising the professional architecture services of ARCHITECT under this Agreement shall be licensed and authorized to practice architecture in Missouri, and that ARCHITECT will keep and maintain a valid certificate of authority from APEPLSPLA.

7.2.2 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.

7.2.3 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.

### 7.2.4 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, gender identity or expression, or any other protected category designated by local, state, or federal law. 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, gender identity or expression designated by local, state, or federal law. 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, gender identity or expression, or any other protected category designated by local, state, or federal law.

7.9.3 ARCHITECT shall comply with all provisions of local, 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 exhibit, which is incorporated herein by reference:

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

In the event of a conflict between the terms of the exhibit 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: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

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. **44008820-604990 00733**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

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

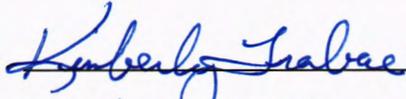
**PECKHAM & WRIGHT ARCHITECTS, INC.  
D/B/A/ PWARCHITECTS, INC.**

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

Name: ERIK MILLER \_\_\_\_\_

Date: 12.9.2020 \_\_\_\_\_

ATTEST:

By:  \_\_\_\_\_  
Name: Kimberly Trabue \_\_\_\_\_



## **Exhibit A- Scope of Basic Services**

**City of Columbia, MO Fire Station #11, RFQUAL 137/2020**

**PWArchitects, Inc. – Design Services Fee Proposal**

December 7, 2020

PWArchitects, Inc will comply with the requirements and provisions for each Scope of Services listed in the RFQUAL 137/2020 including the Climate Action and Adaptation Plan as adopted by the City of Columbia. Through the process of design for this project apply the sustainable design principles utilized on past projects with the City, including the prototypes for Fire Stations #7 and #9 as guidelines for those efforts.

In conjunction with the requirements of the RFQUAL 137/2020 and November 4, 2020 letter we offer the following additional detail for each phase of the Scope of Services.

### **Schematic Design Phase Tasks**

- Meet with the Owners Team during this phase to develop and finalize project requirements. 3 meetings are anticipated however we will meet as necessary during the phase. We will compile and distribute minutes for all meetings.
- Prepare program information relative to facility and space usage as necessary to begin the design.
- Conduct an on-line survey for the Owner & building occupants exploring needs for occupant comfort. Present the findings of the survey for inclusion into program and Basis of Design (BOD) requirements.
- Investigate building code and life safety issues as related to the proposed project.
- Topographic Survey for proper site Civil design efforts will be completed.
- Geotechnical Evaluation for foundation design will be provided during this phase.
- Prepare design sketches, with drawings consisting of a computer-generated floor plans and elevations, drawn to scale.
- Prepare schematic site plans offering different potential layouts for the building, drives and parking for acceptance.
- Discuss options for MEP systems for inclusion into the design.
- Utilizing Fire Station #9, establish benchmark energy model to begin work for Energy Modeling and Life Cycle Cost Analysis to be utilized in selection of building construction elements and systems.
- Coordination between Architectural and Engineering disciplines.
- Cost Estimate based on detail available.
- Review Design with Owner and make necessary revisions to approve the schematic design phase.

### **Design Development Phase Tasks**

- Meet with the Owners Team during this phase to develop and finalize project requirements. 3 meetings are anticipated however we will meet as necessary during the phase. We will compile and distribute minutes for all meetings.
- Continue to investigate building code and life safety issues as related to the proposed project.
- Prepare drawings consisting of computer-generated fully dimensioned floor plans, elevations, building sections and details with, structural drawings, Mechanical/Electrical/Plumbing plans drawn

## Exhibit A- Scope of Basic Services

City of Columbia, MO Fire Station #11, RFQUAL 137/2020

PWArchitects, Inc. – Design Services Fee Proposal

to scale. Outline specifications will be included in this submittal. Site/civil drawings will be coordinated into the submittal.

- Coordination between Architectural and Engineering disciplines.
- Coordination with the 1% for Public Art to be included.
- Finalize design decisions for MEP systems for the building.
- Finalize Energy Modeling and Life Cycle Cost Analysis. Make adjustments to design of the systems based on Owner requests due to the conclusions of the Analysis.
- Presentation of the final design plan to Owner.
- Completion of a 3-dimensional exterior model to show design information and proposed style.
- Coordination work between disciplines and Furniture, Fixtures & Equipment (FF&E). Establishing FF&E Schedule as part of the Documentation that indicates: item, size, utilities, provided by whom, installed by whom and other information for coordinated installation.
- Coordination work with Owner for interior and exterior finish selections.
- Detailed Cost Estimate.
- Review Design with Owner and make necessary revisions to approve plans for this phase.
- Submit and Review design with the Building Department to confirm conformance with the building code prior to beginning the Construction Documents Phase.

### Construction Documents Phase Tasks

- Meet with the Owners Team during this phase to develop and finalize project requirements. 3 meetings are anticipated however we will meet, as necessary. We will compile and distribute minutes for all meetings.
- Finalize Design Drawings based on our review meeting and prepare Bidding / Construction Documents including detailed, fully dimensioned floor plan, appropriate interior and exterior elevations and details, building sections and section details of assemblies, finish schedule, door schedule, door details, window schedule and details. HVAC, Plumbing, Electrical, Structural and Civil drawings, and specifications as prepared by consultants.
- Select and document final finishes for the project with the Owner.
- Prepare General, Administrative & Technical Performance specifications describing required performance of all materials, systems, equipment and finishes to be incorporated in the project for bidding / construction.
- Finalize selection of all material finishes and colors with the Owner.
- Revise Detailed Cost Estimate from Design Development Phase.
- Coordination between Architectural and Engineering disciplines.
- Coordinate with the City of Columbia's Procurement and Contracting Requirements for the preparation of City of Columbia's Construction Contract and Bidding Documents as required.
- Coordinate with Owner prior to submitting to the Building Code Department.
- Submit construction documents to the Building Department for plan review.
- Make revisions to drawings and specifications related to Building Department review to obtain all required permits.

### Bidding Phase Tasks

- Attend a Pre-Bid Conference with Owner and Interested Bidders.

## Exhibit A- Scope of Basic Services

City of Columbia, MO Fire Station #11, RFQUAL 137/2020

PWArchitects, Inc. – Design Services Fee Proposal

- Prepare and distribute any Addenda through Owner to provide appropriate direction to Bidders or make any necessary corrections to bid documents throughout the bidding process.
- Coordination between Architectural and Engineering disciplines for Addenda or responses to Questions.
- Answer bidder questions in writing during the bid period through the Owner.
- Review and respond to product substitution requests.
- Coordinate with the Owner for bidder recommendations and any award procedures.

### Construction Administration Phase Tasks

- Conduct a Pre-Construction Conference with the Selected Contractor.
- Review and respond to product substitution requests.
- Attend monthly Construction progress meetings.
- Certify pay requests by the Contractor for payment by the Owner.
- As required respond and document requests for interpretation / information (RFI), issue supplemental instructions and or request for proposals and other communications to facilitate / document adjustments / changes to the Construction Documentation.
- Standard Construction Administration: Visit the site during construction and submit observation reports to the Owner for each visit. One visit per month is included.
- Extended Construction Observation: Where requested we will visit the site during construction and submit observation reports to the Owner for each visit. 3 site visits per week are included.
- Daily availability via phone or e-mail to answer questions during construction.
- Review and approve shop drawings and submittals.
- Provide record drawings based on as-built documents from the Contractor. This includes electronic drawings in AutoCAD format.

### Post Occupancy / Warranty Phase Tasks

- Work with the City to resolve any defects with the Contractor during the warranty period.
- Conduct a Warranty Inspection 11 months following substantial completion of the project.
- Conduct an on-line survey for the Owner & Occupants on comfort and for meeting the Basis of Design (BOD) requirements.

## Exhibit A- Scope of Basic Services

City of Columbia, MO Fire Station #11, RFQUAL 137/2020

PWArchitects, Inc. – Design Services Fee Proposal

City of Columbia Fire Station #11: Design Services and Schedule		
Project No. RFQUAL 137/2020 / PWA Project No. 202020		
Task/Service	General Summary	Proposed Fee
<b>A/E Design Services</b>		
Architecture (PWA)	SD-CA Services	\$ 79,000.00
Landscape Design (PWA)	SD-CA Services	\$ 2,600.00
MEP Design (J-Squared)	SD-CA Services	\$ 13,500.00
Life Cycle Cost Reporting (J-Squared)	40 year analysis as requested	\$ 4,000.00
Energy Modeling (J-Squared)	Utilize Data from Station 9 as bench mark	\$ 5,000.00
Structural Design (Crockett Engineering)	SD-CA Services	\$ 18,000.00
Civil Design (Crockett Engineering)	SD-CA Services	\$ 17,000.00
Land Surveying (Crockett Engineering)	Includes boundary, topographic and legal verification	\$ 2,800.00
Geotechnical Evaluation (Crockett)	Includes soil testing and recommendation reporting	\$ 5,000.00
Occupant Opinion Surveys (PWA)	On-Line survey/s with reports	\$ 2,500.00
Extended Construction Observation	Allowance- Up to 3 visits per week during Construction	\$ 29,000.00
MEP Commissioning (J-Squared)	Allowance-Full compliance evaluation of HVAC systems installed	\$ 8,000.00
Well Field Design (J-Squared)	Allowance	\$ 4,000.00
Test Well Drilling (TBD)	Allowance	\$ 7,000.00
Thermal Conductivity Testing (TBD)	Allowance	\$ 2,500.00

## Exhibit A- Scope of Basic Services

City of Columbia, MO Fire Station #11, RFQUAL 137/2020

PWArchitects, Inc. – Design Services Fee Proposal

City of Columbia Fire Station #11: Architectural/Landscaping Design Services and Schedule					
Project No. RFQUAL 137/2020 / PWA Project No. 202020					
PWArchitects, Inc.					
Task	Person-Hours				Schedule/Notes
	Principal	PM	PA	Admin	
<b>Schematic Design</b>					<i>4 weeks</i>
Kickoff Meeting	4	4	4		
Drawings / Design Options	2	16	48		Design options per scope from Program; finalize one option for SD submittal
Opinion Surveys	2	4	4	8	
Code Analysis	2	2			
Life Cycle	2	6	2		
Cost Estimate	1	2			Square foot basis
50% SD Review Meeting	2	2	2		
100% SD Review Meeting	2	2	2		
Review & Integrate Owner SD Review comments		4	16		
<b>Design Development</b>					<i>4 weeks</i>
Drawing / Design	4	16	48		Refine selected SD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize drawings
Code Analysis	2	2			
Specifications	2	8	6	2	Outline and Review Specs
Life Cycle	2	6	2		
Cost Estimate	2	16	2		
50% DD Review Meeting	2	2			
100% DD Review Meeting	2	2	6		
Review & Integrate Owner DD Review comments		8	16		
Deliver DD documents				1	
<b>Construction Documents</b>					<i>4-5 weeks</i>
Drawing / Design	4	24	60	1	Refine selected DD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize drawings
Energy modeling		2			
Code Analysis	1				
Specifications	2	36	8	4	Final Specifications and Project Manual
Prelim Commissioning Report		1			
Cost Estimate	2	8			
50% CD Review Meeting	2	2	2		
100% CD Review Meeting	2	2	2		
Review & Integrate Owner CD Review comments	2	4	16		
Deliver bidding documents				1	
<b>Bidding</b>					<i>4 weeks</i>
Pre-bid Meeting	2	2			
Bidding Activities	2	22	8	2	Questions; Substitution Requests; Addenda
Bid Analysis &	1	1			
<b>Construction Administration</b>					<i>36 weeks assumed</i>
Submittal Review	2	32	12	1	
Correspondence /	2	20	10	2	
Pre-Con Meeting	2	2			
On site commissioning					
(9) Monthly meetings	5	12	4		
(1) Substantial Completion	2	2	2		
Record Documents		4	4	1	
Closeout		4		2	
<b>Warranty Review</b>					
Site Visit		4			
Report		2		1	
<b>Total:</b>	66	288	286	26	

# Exhibit A- Scope of Basic Services

City of Columbia, MO Fire Station #11, RFQUAL 137/2020

PWArchitects, Inc. – Design Services Fee Proposal

City of Columbia Fire Station #11: Mechanical/Electrical/Plumbing Engineering Design Services and Schedule					
Project No. RFQUAL 137/2020 / PWA Project No. 202020					
J-Squared Engineering					
Task	Person-Hours				Schedule/Notes
	Principal	PM	Drafting	Commissioning Agent	
<b>Schematic Design</b>					<i>4 weeks</i>
Kickoff Meeting	4	4		4	
Drawings / Design Options					Design options per scope from Program; finalize one option for SD submittal
Opinion Surveys					
Life Cycle	6				
Energy modeling		26			
Cost Estimate	1				Square foot basis
50% SD Review Meeting	2				
100% SD Review Meeting	2				
Review & Integrate Owner SD Review comments		1			
<b>Design Development</b>					<i>4 weeks</i>
Drawing / Design		19	24		Refine selected SD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize
Energy modeling	4	42			
Specifications	1				Outline and Review Specs
Life Cycle	24				
Cost Estimate	2				
50% Design Review Meeting	2			2	
100% DD Review Meeting	2			2	
Review & Integrate Owner DD Review comments	1	2			
Deliver DD documents					
<b>Construction Documents</b>					<i>4-5 weeks</i>
Drawing / Design			36		Refine selected DD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize
Energy modeling	2	4			
Code Analysis					
Specifications	2	8			Final Specifications and Project Manual
Prelim Commissioning Report				16	
Cost Estimate	2				
50% Design Review Meeting	2	2		2	
100% CD Review Meeting	2	2		2	
Review & Integrate Owner CD Review comments	1	4			
Deliver bidding documents					
<b>Bidding</b>					<i>4 weeks</i>
Pre-bid Meeting	2				
Bidding Activities	2				Questions; Substitution Requests; Addenda
Bid Analysis & Recommendation	1				
<b>Construction Administration</b>					<i>36 weeks</i>
Submittal Review		20			
Correspondence / Coordination	2	10			
Pre-Con Meeting	2	2		2	April 2021
On site commissioning				37	
(9) Monthly meetings	5			5	April 2021 -December 2021
(1) Substantial Completion	2				December 2021
Record Documents		4	4	4	
Closeout		2			
<b>Warranty Review</b>					
Site Visit		2		2	
Report		1			
<b>Total:</b>	<b>78</b>	<b>155</b>	<b>64</b>	<b>78</b>	

## Exhibit A- Scope of Basic Services

City of Columbia, MO Fire Station #11, RFQUAL 137/2020

PWArchitects, Inc. – Design Services Fee Proposal

City of Columbia Fire Station #11: Structural Design Services and Schedule			
Project No. RFQUAL 137/2020 / PWA Project No. 202020			
Crockett Engineering			
Task	Person-Hours		Schedule/Notes
	Principal/PM	Technician	
<b>Schematic Design</b>			<i>4 weeks</i>
Kickoff Meeting	1		
Drawings / Design Options	1		Design options per scope from Program; finalize one option for SD submittal
Cost Estimate	1		Square foot basis
50% SD Review Meeting	1		
100% DD Review Meeting	1		
Review & Integrate Owner SD Review comments			
<b>Design Development</b>			<i>4 weeks</i>
Drawing / Design	10	23	Refine selected SD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize
Specifications	1		Outline and Review Specs
Life Cycle	1		
Cost Estimate	1		
50% Design Review Meeting	1		
100% DD Review Meeting	1		
Review & Integrate Owner DD Review comments			
Deliver DD documents			
<b>Construction Documents</b>			<i>4-5 weeks</i>
Drawing / Design	40	18	Refine selected DD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize
Specifications	2		
Cost Estimate	1		
50% Design Review Meeting	1		
100% CD Review Meeting	1		
Review & Integrate Owner CD Review comments	1		
<b>Bidding</b>			<i>4 weeks</i>
Pre-bid Meeting	1		
Bidding Activities	2	0	Questions; Substitution Requests; Addenda
<b>Construction Administration</b>			<i>36 weeks</i>
Submittal Review	10	0	
Correspondence / Coordination	2	0	
Pre-Con Meeting	1		
(9) Monthly meetings	6	0	
(1) Substantial Completion	0	0	
Record Documents		8	
Closeout			
<b>Warranty Review</b>			
Site Visit	1		
Report	1		
<b>Total:</b>	90	49	

## Exhibit A- Scope of Basic Services

City of Columbia, MO Fire Station #11, RFQUAL 137/2020

PWArchitects, Inc. – Design Services Fee Proposal

City of Columbia Fire Station #11: Civil Design Services and Schedule				
Project No. RFQUAL 137/2020 / PWA Project No. 202020				
Crockett Engineering				
Task	Person-Hours			Schedule/Notes
	Principal	Project Manager	Technician	
<b>Schematic Design</b>				<i>4 weeks</i>
Kickoff Meeting	1		1	
Drawings / Design Options	1		2	Design options per scope from Program; finalize one option for SD submittal
Cost Estimate	1		1	Square foot basis
50% SD Review Meeting			1	
100% DD Review Meeting			1	
Review & Integrate Owner SD Review comments				
<b>Design Development</b>				<i>4 weeks</i>
Drawing / Design	2	8	14	Refine selected SD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize
Specifications	2	2		Outline and Review Specs
Life Cycle				
Cost Estimate			1	
50% Design Review Meeting			1	
100% DD Review Meeting			1	
Review & Integrate Owner DD Review comments			2	
Deliver DD documents				
<b>Construction Documents</b>				<i>4-5 weeks</i>
Drawing / Design	5	24	40	Refine selected DD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize
Specifications		1	1	
Cost Estimate			1	
50% Design Review Meeting	1		1	
100% CD Review Meeting	1		1	
Review & Integrate Owner CD Review comments			1	
<b>Bidding</b>				<i>4 weeks</i>
Pre-bid Meeting			1	
Bidding Activities			2	Questions; Substitution Requests; Addenda
<b>Construction Administration</b>				<i>36 weeks</i>
Submittal Review		2	1	
Correspondence / Coordination		10		
Pre-Con Meeting		2		
(9) Monthly meetings		4		
(1) Substantial Completion		2		
Record Documents			4	
Closeout				
<b>Warranty Review</b>				
Site Visit			1	
Report			1	
<b>Total:</b>	14	75	60	

## Exhibit A- Scope of Basic Services

City of Columbia, MO Fire Station #11, RFQUAL 137/2020  
PWArchitects, Inc. – Design Services Fee Proposal

City of Columbia Fire Station #11: Hourly Rate Schedule  
Project No. RFQUAL 137/2020 / PWA Project No. 202020

### PWArchitects, Inc

PRINCIPAL	\$195.00
PROJECT MANAGER	\$140.00
ARCHITECT IV	\$125.00
ARCHITECT III	\$115.00
ARCHITECT II	\$100.00
ARCHITECTURAL DESIGNER	\$100.00
INTERIOR DESIGNER	\$100.00
ARCHITECT I	\$90.00
CAD TECHNICIAN	\$85.00
SR. ADMINISTRATIVE	\$75.00
ADMINISTRATIVE	\$60.00

### J-Squared Engineering

PRINCIPAL	\$135.00
PROJECT ENGINEER	\$100.00
COMMISSIONING AGENT	\$100.00
CADD TECHNICIAN	\$65.00
DRAFTING	\$65.00

### Crockett Engineering

PROFESSIONAL V	\$160.00
PROFESSIONAL IV	\$140.00
PROFESSIONAL III	\$120.00
PROFESSIONAL II	\$100.00
PROFESSIONAL I	\$90.00
TECHNICIAN III	\$100.00
TECHNICIAN II	\$80.00
TECHNICIAN I	\$70.00
CLERICAL	\$60.00
TWO-MAN SURVEY CREW	\$135.00
ONE-MAN SURVEY CREW	\$125.00

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

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

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

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

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).





## **Exhibit B1 Amendment- Scope of Basic Services**

### **City of Columbia, MO Fire Station #10 and Fire Marshal Building**

#### **PWArchitects, Inc. – Design Services Fee Proposal**

October 3, 2023

PWArchitects, Inc will comply with the requirements and provisions listed in the Scope of Services – Professional Architectural & Engineering Consulting Services FS#10 and Fire Marshal Building letter dated September 26, 2023 which is attached. This includes the Climate Action and Adaptation Plan as adopted by the City of Columbia. Through the process of design for this project apply the sustainable design principles utilized on past projects with the City of Columbia.

In conjunction with the requirements of the September 26, 2023 letter we offer the following additional detail for each phase of the Scope of Services.

#### **Schematic Design Phase Tasks:**

- Meet with the Owners Team during this phase to develop and finalize project requirements. 3 meetings are anticipated however we will meet as necessary during the phase. We will compile and distribute minutes for all meetings.
- Prepare program information relative to facility and space usage as necessary to begin the design. The final plans for Fire Station #11 will form the basis of the initial design and space parameters for Fire Station #10 and concept information presented by the City for the Fire Marshal Building will be utilized for that design.
- Conduct an on-line survey for the Owner & building occupants exploring needs for occupant comfort. Present the findings of the survey for inclusion into program and Basis of Design (BOD) requirements.
- Investigate building code and life safety issues as related to the proposed project.
- Topographic Survey for proper site Civil design efforts will be completed.
- Geotechnical Evaluation for foundation design will be provided during this phase.
- Prepare design sketches, with drawings consisting of computer-generated floor plans and elevations, drawn to scale.
- Prepare schematic site plans offering different potential layouts for the building, drives and parking for acceptance.
- Discuss options for MEP systems for inclusion into the design.
- Begin work for Energy Modeling and Life Cycle Cost Analysis to be utilized in selection of building construction elements and systems. This engineered study and report is to identify what the construction and operating costs are to construct a Net-zero energy building as per Department of Energy's definitions.
- Coordination between Architectural and Engineering disciplines.
- Cost Estimate based on detail available.
- Review Design with Owner and make necessary revisions to approve the schematic design phase.

## **Exhibit B1 Amendment- Scope of Basic Services**

City of Columbia, MO Fire Station #10 and Fire Marshal Building

PWArchitects, Inc. – Design Services Fee Proposal

### **Design Development Phase Tasks:**

- Meet with the Owners Team during this phase to develop and finalize project requirements. 3 meetings are anticipated however we will meet as necessary during the phase. We will compile and distribute minutes for all meetings.
- Continue to investigate building code and life safety issues as related to the proposed project.
- Prepare drawings consisting of computer-generated fully dimensioned floor plans, elevations, building sections and details with, structural drawings, Mechanical/Electrical/Plumbing plans drawn to scale. Outline specifications will be included in this submittal. Site/civil drawings will be coordinated into the submittal.
- Coordination between Architectural and Engineering disciplines.
- Coordination with the 1% for Public Art to be included for Station #10 only.
- Finalize design decisions for MEP systems for the building.
- Finalize Energy Modeling and Life Cycle Cost Analysis. Make adjustments to design of the systems based on Owner requests due to the conclusions of the Analysis.
- Presentation of the final design plan to Owner.
- Completion of a 3-dimensional exterior model to show design information and proposed style for station #10 only.
- Coordination work between disciplines and Furniture, Fixtures & Equipment (FF&E). Establishing FF&E Schedule as part of the Documentation that indicates: item, size, utilities, provided by whom, installed by whom and other information for coordinated installation.
- Coordination work with Owner for interior and exterior finish selections.
- Detailed Cost Estimate.
- Review Design with Owner and make necessary revisions to approve plans for this phase.
- Submit and Review design with the Building Department to confirm conformance with the building code prior to beginning the Construction Documents Phase.

### **Construction Documents Phase Tasks:**

- Meet with the Owners Team during this phase to develop and finalize project requirements. 3 meetings are anticipated however we will meet, as necessary. We will compile and distribute minutes for all meetings.
- Finalize Design Drawings based on our review meeting and prepare Bidding / Construction Documents including detailed, fully dimensioned floor plan, appropriate interior and exterior elevations and details, building sections and section details of assemblies, finish schedule, door schedule, door details, window schedule and details. HVAC, Plumbing, Electrical, Structural and Civil drawings, and specifications as prepared by consultants.
- Select and document final finishes for the project with the Owner.
- Prepare General, Administrative & Technical Performance specifications describing required performance of all materials, systems, equipment and finishes to be incorporated in the project for bidding / construction.
- Finalize selection of all material finishes and colors with the Owner.
- Revise Detailed Cost Estimate from Design Development Phase.
- Coordination between Architectural and Engineering disciplines.
- Coordinate with the City of Columbia's Procurement and Contracting Requirements for the preparation of City of Columbia's Construction Contract and Bidding Documents as required.

## Exhibit B1 Amendment- Scope of Basic Services

City of Columbia, MO Fire Station #10 and Fire Marshal Building

PWArchitects, Inc. – Design Services Fee Proposal

- Coordinate with Owner prior to submitting to the Building Code Department.
- Submit construction documents to the Building Department for plan review.
- Make revisions to drawings and specifications related to Building Department review to obtain all required permits.

### **Bidding Phase Tasks- Each project will be separately bid and include the following:**

- Attend a Pre-Bid Conference with Owner and Interested Bidders.
- Prepare and distribute any Addenda through Owner to provide appropriate direction to Bidders or make any necessary corrections to bid documents throughout the bidding process.
- Coordination between Architectural and Engineering disciplines for Addenda or responses to Questions.
- Answer bidder questions in writing during the bid period through the Owner.
- Review and respond to product substitution requests.
- Coordinate with the Owner for bidder recommendations and any award procedures.

### **Construction Administration Phase Tasks:**

- Conduct a Pre-Construction Conference with the Selected Contractor.
- Review and respond to product substitution requests.
- Attend monthly Construction progress meetings.
- Certify pay requests by the Contractor for payment by the Owner.
- As required respond and document requests for interpretation / information (RFI), issue supplemental instructions and or request for proposals and other communications to facilitate / document adjustments / changes to the Construction Documentation.
- Standard Construction Administration: Visit the site during construction and submit observation reports to the Owner for each visit. One visit per month is included.
- Extended Construction Observation: Where requested we will visit the site during construction and submit observation reports to the Owner for each visit. 3 site visits per week are included as an allowance for acceptance separately from the basic services.
- Daily availability via phone or e-mail to answer questions during construction.
- Review and approve shop drawings and submittals.
- Provide record drawings based on as-built documents from the Contractor. This includes electronic drawings in AutoCAD format.

### **Post Occupancy / Warranty Phase Tasks**

- Work with the City to resolve any defects with the Contractor during the warranty period.
- Conduct a Warranty Inspection 11 months following substantial completion of the project.
- Conduct a survey for the Owner & Occupants on comfort and for meeting the Basis of Design (BOD) requirements.

**Exhibit B1 Amendment- Scope of Basic Services**

City of Columbia, MO Fire Station #10 and Fire Marshal Building

PWArchitects, Inc. – Design Services Fee Proposal

Professional Fee Proposal and Summary:

For the scope of work indicated above PWA proposes the following stipulated sum fees:

<b>Fire Station #10:</b>	<b>\$223,975.00</b>
<b><u>Fire Marshal Building:</u></b>	<b><u>\$130,100.00</u></b>
<b>Total Professional Design Services Proposal</b>	<b>\$354,075.00</b>

Fees are detailed as follows:

**Exhibit B1 Amendment- Scope of Basic Services**  
**City of Columbia, MO Fire Station #10 and Fire Marshal Building**  
**PWArchitects, Inc. – Design Services Fee Proposal**

2.0 Professional Services- Fire Station #10		
<b>2.1 Planning / Programing:</b>		
Land Surveying (Crockett Engineering) - Includes boundary, topographic and legal verification		2,800.00
50% Occupant Opinion Surveys (PWA) - On-Line survey/s with reports		1,250.00
2.1 Planning / Programing:		
Sub Total		<b>4,050.00</b>
<b>2.2 Schematic Design: 15%</b>		
Geotechnical Evaluation (Crockett Engineering) - Includes soil testing and recommendation reporting		8,500.00
Architecture (PWA)		11,250.00
Landscape Design (PWA)		690.00
MEP Design (J-Squared)		2,625.00
Structural Design (Crockett Engineering)		3,375.00
Civil Design (Crockett Engineering)		4,350.00
Life Cycle Cost Reporting (J-Squared) - 40 year analysis as requested		4,575.00
Net Zero Bench Mark (J-Squared)		5,000.00
2.2 Schematic Design:		
Sub Total		<b>40,365.00</b>
<b>2.3 Design Development: 20%</b>		
Architecture (PWA)		15,000.00
Landscape Design (PWA)		920.00
MEP Design (J-Squared)		3,500.00
Structural Design (Crockett Engineering)		4,500.00
Civil Design (Crockett Engineering)		5,800.00
2.3 Design Development:		
Sub Total		<b>29,720.00</b>
<b>2.4 Construction Documents / Bidding: 45%</b>		
Architecture (PWA)		33,750.00
Landscape Design (PWA)		2,070.00
MEP Design (J-Squared)		7,875.00
Structural Design (Crockett Engineering)		10,125.00
Civil Design (Crockett Engineering)		13,050.00
Well Field Design (J-Squared) - Allowance		4,500.00
Test Well Drilling (TBD) - Allowance		7,000.00
Thermal Conductivity Testing (TBD) - Allowance		2,500.00
2.4 Construction Documents / Bidding:		
Sub Total		<b>80,870.00</b>
<b>2.5 Construction Administration: 20%</b>		
Architecture (PWA)		15,000.00
Landscape Design (PWA)		920.00
MEP Design (J-Squared)		3,500.00
Structural Design (Crockett Engineering)		4,500.00
Civil Design (Crockett Engineering)		5,800.00
MEP Commissioning (J-Squared) - Allowance-Full compliance evaluation of HVAC systems		9,000.00
Extended Construction Observation - Allowance- Up to 3 visits per week during Construction		29,000.00
2.5 Construction Administration:		
Sub Total		<b>67,720.00</b>
<b>2.6 Post Occupancy:</b>		
50% Occupant Opinion Surveys (PWA) - On-Line survey/s with reports		1,250.00
2.6 Post Occupancy:		
Sub Total		<b>1,250.00</b>
<b>TOTAL</b>		<b>223,975.00</b>

## Exhibit B1 Amendment- Scope of Basic Services

City of Columbia, MO Fire Station #10 and Fire Marshal Building

PWArchitects, Inc. – Design Services Fee Proposal

2.0 Professional Services- Fire Marshal Building		
<b>2.1 Planning / Programing:</b>		
Land Surveying (Crockett Engineering) - Includes boundary, topographic and legal verification		1,500.00
50% Occupant Opinion Surveys (PWA) - On-Line survey/s with reports		1,250.00
2.1 Planning / Programing:		
Sub Total		<b>2,750.00</b>
<b>2.2 Schematic Design: 15%</b>		
Geotechnical Evaluation (Crockett Engineering) - Includes soil testing and recommendation reporting-Included from Fire Station		
Architecture (PWA)		6,300.00
Landscape Design (PWA)		300.00
MEP Design (J-Squared)		1,740.00
Structural Design (Crockett Engineering)		1,425.00
Civil Design (Crockett Engineering)		3,525.00
Life Cycle Cost Reporting (J-Squared)		1,500.00
Net Zero Bench Mark (J-Squared)		1,000.00
2.2 Schematic Design:		
Sub Total		<b>15,790.00</b>
<b>2.3 Design Development: 20%</b>		
Architecture (PWA)		8,400.00
Landscape Design (PWA)		400.00
MEP Design (J-Squared)		2,320.00
Structural Design (Crockett Engineering)		1,900.00
Civil Design (Crockett Engineering)		4,700.00
2.3 Design Development:		
Sub Total		<b>17,720.00</b>
<b>2.4 Construction Documents / Bidding: 45%</b>		
Architecture (PWA)		18,900.00
Landscape Design (PWA)		900.00
MEP Design (J-Squared)		5,220.00
Structural Design (Crockett Engineering)		4,275.00
Civil Design (Crockett Engineering)		10,575.00
Well Field Design (J-Squared) - Allowance		2,000.00
2.4 Construction Documents / Bidding:		
Sub Total		<b>41,870.00</b>
<b>2.5 Construction Administration: 20%</b>		
Architecture (PWA)		8,400.00
Landscape Design (PWA)		400.00
MEP Design (J-Squared)		2,320.00
Structural Design (Crockett Engineering)		1,900.00
Civil Design (Crockett Engineering)		4,700.00
MEP Commissioning (J-Squared) - Allowance-Full compliance evaluation of HVAC systems		4,000.00
Extended Construction Observation - Allowance- Up to 3 visits per week during Construction		29,000.00
2.5 Construction Administration:		
Sub Total		<b>50,720.00</b>
<b>2.6 Post Occupancy:</b>		
50% Occupant Opinion Surveys (PWA) - On-Line survey/s with reports		1,250.00
2.6 Post Occupancy:		
Sub Total		<b>1,250.00</b>
<b>TOTAL</b>	<b>130,100.00</b>	

## Exhibit B1 Amendment- Scope of Basic Services

City of Columbia, MO Fire Station #10 and Fire Marshal Building

PWArchitects, Inc. – Design Services Fee Proposal

### **City of Columbia Fire Station #10 and Fire Marshal Building: Hourly Rate Schedule**

#### **PWArchitects, Inc**

PRINCIPAL	\$215.00
PROJECT MANAGER	\$160.00
ARCHITECT IV	\$140.00
ARCHITECT III	\$125.00
ARCHITECT II	\$110.00
ARCHITECTURAL DESIGNER	\$110.00
INTERIOR DESIGNER	\$110.00
ARCHITECT I	\$100.00
CAD TECHNICIAN	\$95.00
SR. ADMINISTRATIVE	\$80.00
ADMINISTRATIVE	\$65.00

#### **J-Squared Engineering**

PRINCIPAL	\$135.00
PROJECT ENGINEER	\$100.00
COMMISSIONING AGENT	\$100.00
CADD TECHNICIAN	\$65.00
DRAFTING	\$65.00

#### **Crockett Engineering**

PROFESSIONAL V	\$160.00
PROFESSIONAL IV	\$140.00
PROFESSIONAL III	\$120.00
PROFESSIONAL II	\$100.00
PROFESSIONAL I	\$90.00
TECHNICIAN III	\$100.00
TECHNICIAN II	\$80.00
TECHNICIAN I	\$70.00
CLERICAL	\$60.00
TWO-MAN SURVEY CREW	\$135.00
ONE-MAN SURVEY CREW	\$125.00