

**AGREEMENT**  
**For**  
**PROFESSIONAL ARCHITECTURAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**SIMON OSWALD ASSOCIATES, INC., D/B/A SOA**

THIS AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **Simon Oswald Associates, Inc., d/b/a SOA** (hereinafter called "ARCHITECT").

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

**As described in the Project Scope portion of the A/E Design Services Proposal dated October 26, 2016 from Simon Oswald Associates, Inc., labeled Exhibit A.**  
*(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 **October 26, 2016** (hereinafter referred to as "Scope of Basic Services").

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

<u>Name and Title</u>	<u>Assignment</u>
<b>Bill Oswald AIA</b>	<b>Principal-in-Charge (SOA)</b>
<b>Brad Stegemann AIA</b>	<b>Project Manager (SOA)</b>
<b>Jeremy Winter</b>	<b>Intern Architect (SOA)</b>
<b>Keegan Thompson</b>	<b>Intern Architect (SOA)</b>
<b>Julie Whitsitt NCIDQ</b>	<b>Interior Designer (SOA)</b>
<b>Jeri Thomas</b>	<b>Administrative Assistant (SOA)</b>
<b>Kent Hayes</b>	<b>Principal-in-Charge (CM Engineering)</b>
<b>Wayne Strobe PE</b>	<b>Mechanical Engineer (CM Engineering)</b>
<b>Mike Boles PE</b>	<b>Mechanical Engineer (CM Engineering)</b>
<b>Russell Vinson</b>	<b>Electrical Engineer (CM Engineering)</b>
<b>Tim Crockett PE</b>	<b>Civil Engineer (Crockett Engineering)</b>
<b>Greg Linneman PE</b>	<b>Structural Engineer (Crockett Engineering)</b>

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

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

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

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

### SECTION 3 - ADDITIONAL SERVICES OF ARCHITECT

#### 3.1 General

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

- 3.1.1 Financial Consultation  
Consult with CITY's fiscal agents and bond attorneys and provide such architectural data as required for any bond prospectus or other financing requirements.
- 3.1.2 Property Procurement Assistance  
Provide consultation and assistance on property procurement as related to professional Architectural services being performed.
- 3.1.3 Obtaining Services of Others  
Provide through subcontract the services or data set forth in Attachment A.
- 3.1.4 Preliminary or final architectural design of capital facilities except as specifically identified herein.
- 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.
- 3.1.6 Extra Services  
Services not specifically defined heretofore that may be authorized in writing by CITY.

#### SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1 Provide full information as to CITY's requirements for the PROJECT.
- 4.2 Assist ARCHITECT by placing at ARCHITECT's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.
- 4.3 Guarantee access to and make all provisions for ARCHITECT to enter upon public and private property as required for ARCHITECT to perform ARCHITECT's services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, bid documents, drawings, proposals and other documents presented by ARCHITECT and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial and insurance

counseling services as may be required for the PROJECT.

4.6 Designate **John Conway, P.E., Public Works**, 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 **One hundred eighty (180)** calendar days from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ARCHITECT.

#### SECTION 6 - PAYMENTS TO ARCHITECT

6.1 Amount of Payment

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

6.1.1.1 For time spent by personnel, payment at the rates indicated in the "Rate Schedule for Professional Services," Attachment B. Such rates include overhead and profit. The schedule is effective to **12/31/2016**, and may be revised thereafter.

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

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

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

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

6.1.2 Total payment for Scope of Services and all other expenses and costs to the City under this agreement and described herein **shall not exceed \$95,000.00.**

## 6.2 Payments

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

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1 Insurance

7.1.1 ARCHITECT'S INSURANCE: ARCHITECT agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance

maintained by ARCHITECT is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ARCHITECT under this Agreement.

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

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

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

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

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

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

**Waiver of Subrogation** ARCHITECT agrees, by entering into this Agreement, to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit ARCHITECT to enter into 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 ARCHITECT will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional architectural practices. If ARCHITECT fails to meet the foregoing standard, ARCHITECT will perform at its own cost, and without reimbursement from CITY, the professional architectural services necessary to correct errors and omissions which are caused by ARCHITECT's failure to comply with above standard, and which are reported to ARCHITECT within one (1) year from the completion of ARCHITECT's services for the PROJECT.

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

### 7.2.3 Professional Oversight Indemnification

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

## 7.3 Estimates and Projections

Estimates and projections prepared by ARCHITECT relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ARCHITECT's experience, qualifications and judgment as a design professional. Since ARCHITECT has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ARCHITECT does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ARCHITECT.

## 7.4 On-Site Services

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



#### 7.5 Changes

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

#### 7.6 Suspension of Services

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

#### 7.7 Termination

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

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

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

#### 7.8 Publications

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

## ARCHITECT.

### 7.9 Nondiscrimination

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

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

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

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

### 7.10 Successor and Assigns

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

### 7.11 Rights and Benefits

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

### 7.12 Compliance with Local Laws

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

7.13 Law; Submission to Jurisdiction Governing.

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

7.14 Employment of Unauthorized Aliens Prohibited

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

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

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

7.15 No Waiver of Immunities

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

7.16 Entire Agreement

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

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

ATTEST:

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

APPROVED AS TO FORM:

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

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 44008820-604023, 00609 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

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

**SIMON OSWALD ASSOCIATES, INC., D/B/A  
SOA**

By: 

Date: 11-4-16

ATTEST:

By: 

Name: Jill Ann Baxter

**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).

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 BOONE )  
 ) ss.  
State of MISSOURI )

My name is WILLIAM OSWALD. I am an authorized agent of SIMON OSWALD ASSOCIATES 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.

William Oswald  
Affiant

William Oswald  
Printed Name

Subscribed and sworn to before me this 4<sup>th</sup> day of November, 2016

Jill Ann Baxter  
Notary Public



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 Boone )  
State of Missouri ) ss.

My name is Kent Hayes. I am an authorized agent of CM Engineering, 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.

Kent Hayes  
Affiant  
KENT HAYES  
Printed Name

Subscribed and sworn to before me this 3<sup>rd</sup> day of November, 2016

Jill Ann Baxter  
Notary Public



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

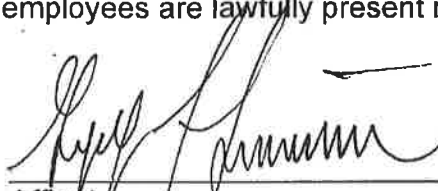
Effective 1/1/2009

County of Boone )  
State of Missouri ) ss.

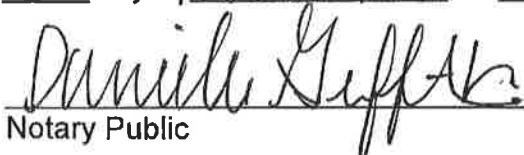
My name is Gregory Linneman I am an authorized agent of Crockett Engineering (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any 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  
Gregory Linneman  
\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this 3 day of NOVEMBER, 2016

  
\_\_\_\_\_  
Notary Public





**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 **Simon Oswald Associates** (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.

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") 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 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).

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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 aliens 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 aliens 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 alien 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 provide to the Employer a manual (the E-Verify User Manual) containing instructions 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 alien 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 alien 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 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

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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, including any tutorials for Federal contractors if the Employer is a Federal contractor.

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 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.

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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 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 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 both sections 1 and 2 of the Form I-9 have 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. 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. 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 uses E-Verify procedures 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 of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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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(l)) 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 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-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

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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**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. 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 not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program 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, 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, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor 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. If the Employer is enrolled in E-Verify as a Federal contractor 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 in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors 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 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.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors 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 those 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.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with 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 E-Verify User Manual. 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.

2. The Employer understands that if it is a Federal contractor, 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 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 tentative nonconfirmation.
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 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 automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
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.
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



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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 (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **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 the E-Verify System, 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. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor 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 must provide written notice to DHS. If an Employer that is a Federal contractor 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 non-Federal contractor participants, 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, 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.

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.



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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 **Simon Oswald Associates**

**Stefanie Riepe**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

02/25/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

02/25/2009

Date



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: Simon Oswald Associates

Company Facility Address: 700 Cherry Street

Suite A

Columbia, MO 65201

Company Alternate  
Address:

County or Parish: BOONE

Employer Identification  
Number: 431701037

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)

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

Name:	<b>Stefanie Riepe</b>	Fax Number:	<b>(573) 875 - 2508</b>
Telephone Number:	<b>(573) 443 - 1407 ext. 215</b>		
E-mail Address:	<b>riepe@soa-inc.com</b>		

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### Company Information

Company Name: Simon Oswald Associates, Inc.

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Company ID Number: 193450

Doing Business As (DBA) Name: Simon Oswald Architecture

DUNS Number:

#### Physical Location:

Address 1: 2801 Woodard Drive

Address 2: Suite 103

City: Columbia

State: MO

Zip Code: 65202

County: BOONE

#### Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

#### Additional Information:

Employer Identification Number: 431701037

Total Number of Employees: 10 to 19

Parent Organization:

Administrator:

#### Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)

[View MOU](#)

October 26, 2016

Mr. Brian Richenberger  
600 E. Walnut  
Columbia, Missouri 65201

**RE: City of Columbia  
Columbia Police Department Building Renovations  
Architectural and Engineering Design Services Proposal  
SOA project no. 16047**

Dear Assistant Chief Richenberger:

SOA appreciates the opportunity to submit this proposal for Architectural and Engineering Design Services to the City of Columbia for the Columbia Police Department Building Renovations. SOA and our consultants, CM Engineering (mechanical/electrical/plumbing engineer) and Crockett Engineering (structural/civil engineer) hereafter referred to as the Design Team, offer this proposal outlining the project description, project scope, scope of services and cost of services.

## THE PROJECT

### PROJECT BACKGROUND DESCRIPTION FROM RFP#150/2016

The Columbia Police Department (CPD) headquarters was constructed in 1978 and was partially renovated in 1985, and again in the late 1990's. The current building is outdated and in need of major upgrades. This facility serves as police headquarters, but also currently houses Joint Communications, which is scheduled to move to a new location sometime in fall 2016. The timing of Joint Communications relocations works well with the proposed renovations, because their existing spaces will need to be renovated to fit the needs of CPD while the essential security and ADA upgrades of the rest of the building are being addressed. The construction is scheduled for late fall of this year with an estimated cost of \$795,000 for the improvements, which is now reduced to \$747,321.12.

### SCOPE OF WORK

As outlined in the Request For Proposals #150/2016 and discussed at the September 28, 2016 meeting, a list of minimum upgrades/renovations CPD would like to consider to the current building are provided in the attached meeting minutes. It is understood that priorities will need to be made to address as many building issues as the budget allows. The follow is the proposed scope of services:

### PRELIMINARY DESIGN (PRE-DESIGN) & PROGRAMMING

In order for our team to provide Basic A/E Services, this initial phase is required and will include an evaluation of the existing square footage available for renovation and outline the space needs associated with the Scope of Work discussed in the attached meeting minutes from the September 28, 2016 meeting. Additionally, the design team will field verify the existing spaces that will be impacted by the renovation. Lastly, during this phase a priority level and construction impact level will be given to each Scope of Work item.

### BASIC ARCHITECTURAL / ENGINEERING SERVICES

Basic Services traditionally include five phases. During the first phase, **Schematic Design (SD)**, we come up with multiple solutions to meet the space needs defined in the



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Preliminary Design & Programming Phase. We present floor plan layouts that help you understand your options so that you are confident in selecting the singular design concept that we will take forward and develop. Expect that your input will be very high during this phase as we evaluate options and associated phasing diagrams.

During **Design Development (DD)**, the second phase, the SOA team involves our interior designer and engineers to begin integrating their systems into the chosen SD design. The building design will adjust and evolve slightly to accommodate these systems. Expect that your input will be high during this phase as well.

Once the design is set and the engineering systems are confirmed, the team proceeds into **Construction Documents (CD)**. This third phase involves the creation of multiple drawings and details so that the contractor can bid and build the project. The result of this phase is a set of drawings (sometimes referred to as blueprints) and a book of product specifications. During this phase expect that your input will taper off as the team focuses on the more technical aspects of engineering and architectural design.

The fourth phase is **Bidding & Negotiations (BN)**, and involves reproduction and disbursement of the Construction Documents to contractors interested in bidding on your project. During this time, the design team is available to assist contractors in interpreting the documents and making sure that they understand the design intent. Once the bids are received, SOA will assist you in analyzing the bids.

**Construction Administration (CA)** is the fifth and final phase. During this time the design team will conduct monthly progress meeting and site visits, review shop drawings and submittals, answer Request For Information (RFI's) from the contractor, review Schedule Of Value and Applications For Payment. We are involved to make sure the Columbia Police Department receives a building project that meets the expectations established in the Construction Documents. In other words, we make sure you get what you are paying for.

The most important team member for this project is the Columbia Police Department. Your input and direction are critical to the overall success of the project so we structured the process to gain critical information and feedback from you incrementally throughout the project. The following list summarizes the 18 meetings that are included as part of this project and offers a brief explanation of meeting topics. SOA will prepare a thorough agenda, conduct meetings and summarize the meetings with meeting minutes. If additional meetings are required, those will be conducted as an Additional Service.

1. Project Initiation Meeting: SOA will familiarize everyone involved with the project and process, establish lines of communication, gain information regarding project goals, tour existing facility etc.
2. Draft Program Review Meeting: SOA will present the Program of Space needs which will include the list of all spaces required for the project as well as the associated square footage of each space. The Program will also include notation regarding placement and required adjacencies of spaces within the building.
3. Schematic Design Meeting: SOA will present 3 design options including floor plans and exterior designs. Columbia Police Department will choose one design to proceed forward with.
4. Design Refinement Meeting: SOA will present the revised design based on the chosen design from the previous meeting and incorporating the comments and direction from that meeting.



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5. Electrical/Mechanical/Plumbing/Data Design Meeting: The MEP engineer will lead discussions to gain direction on how power and HVAC will best serve CPD.
6. 25% Construction Documents Review: The design team will review the design progress and gain direction in order to finalize the documents that will be used for bidding and building.
7. 95% Construction Documents Review: The design team will present the final documents in an effort to tie up any loose ends.
8. Pre-Bid Meeting: SOA will share the project and process with potential contractors, and be available for questions and clarifications.
9. Bid Review Meeting: SOA will meet with the Columbia Police Department to assist in analyzing the bids.
10. Pre-Construction Meeting: SOA will clarify construction process and expectations with the selected General Contractor. The Construction Progress Meeting schedule will be established, SOA will establish lines of communication, share goals, etc.
11. Construction Project Meetings 11 through 16: (total of 6 included) Review project status on site to verify Schedule of Values and Applications for payment and conformance with the Construction Documents, discuss new business, assist with document clarifications etc.
17. Punch List: Extensive project walk through and documentation of items that are substandard or are contrary to the Construction Documents.

#### ADDITIONAL SERVICES

The following services are excluded from this contract but can be provided as Additional Services at the discretion of the City. The cost for Additional Services will be negotiated as the need to provide these services arises. The design team will only proceed forward with Additional Services upon receipt of a contract amendment.

- Structural or Civil Engineering Services beyond the scope outlined in the meeting minutes. Any scope of work related to the existing parking garage is excluded.
- Renderings, hand drawing or digital
- Furnishings design, selection or specification
- Site related testing, construction based testing and special inspections.
- Additional construction site observation beyond six (6) described above.

## C O S T O F S E R V I C E S

#### PRELIMINARY DESIGN SERVICES (Hourly not-to-exceed maximum)

Pre-Design, Programming & Field Verification (SOA)	\$ 12,100
<u>HVAC Systems Evaluation &amp; Report (CM Engineering)</u>	<u>\$ 8,900</u>
<b>Total Preliminary Design Services:</b>	<b>\$ 21,000</b>

#### BASIC A/E SERVICES (Fixed Cost):

Architectural (SOA)	\$ 43,150
Mechanical/Electrical/Plumbing (CM Engineering)	\$ 18,500
Structural (Crockett Engineering)	\$ 1,500
<u>Civil (Crockett Engineering)</u>	<u>\$ 6,450</u>
<b>Total Basic A/E Services (9.28% of \$750,000):</b>	<b>\$ 69,600</b>

Note: This cost assumes a 6 month construction period. If construction period is longer than 6 months, Additional Services could be incurred.



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**REIMBURSABLE EXPENSE ALLOWANCES:**

Copies/Mail/Long Distance	\$	50
Large Format Copies for review meetings	\$	350
Consultant expenses	\$	100
<b>Total Allowance for Expenses:</b>	<b>\$</b>	<b>500</b>

Note: Cost for reproduction of Permit/Construction/Bid Documents is excluded because it is contingent on number of bidders, quantity and size of documents to be reproduced.

**RECORD DOCUMENTS OF CONTRACTOR'S AS-BUILTS (Hourly not-to-exceed maximum)**

SOA	\$	1,700
CM Engineering	\$	1,000
Crockett Engineering (Structural and Civil Combined)	\$	1,200
<b>Total Preliminary Design Services:</b>	<b>\$</b>	<b>3,900</b>

**TOTAL COST of PRE-DESIGN SERVICES, BASIC SERVICES AND EXPENSES: \$95,000**

Reimbursable expenses for reproduction, printing and postage will be charged at our rates and shall be in addition to the maximum cost outlined above.

We are excited to have this opportunity to assist the City of Columbia with this project. If the terms of this proposal are acceptable, please sign at the bottom of this page and return one copy to our office. It is our understanding that this proposal will be included as an attachment to The Agreement for Professional Architectural Services contract. Should you have any questions, please let me know.

Respectfully submitted,



**Brad Stegemann, AIA LEED BC+D**  
Architect / Associate / Project Manager

\_\_\_\_\_

Approval signature

\_\_\_\_\_

date



Enclosure: SOA Hourly Rates Schedule – 2016 with Reimbursable Expenses Schedule  
Crockett Engineering Hourly Rates Schedule  
CM Engineering Hourly Fee Schedule  
Scope of Services Meeting Minutes (5 pages)

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## **HOURLY RATES SCHEDULE – 2016**

Principal	\$165.00 per hour
Project Manager	\$120.00 per hour
Project Architect	\$110.00 per hour
Architect II	\$100.00 per hour
Architect I	\$ 95.00 per hour
Intern Architect IV	\$ 95.00 per hour
Intern Architect III	\$ 90.00 per hour
Intern Architect II	\$ 80.00 per hour
Intern Architect I	\$ 75.00 per hour
Project Interior Designer	\$105.00 per hour
Interior Designer II	\$ 85.00 per hour
Interior Designer I	\$ 75.00 per hour
Digital Technician/Illustrator	\$ 90.00 per hour
Administrative Support	\$ 65.00 per hour
Undergraduate Students	\$ 45.00 per hour

## **REIMBURSABLE EXPENSES SCHEDULE**

<b>Travel</b>	Current IRS mileage rate Other: 1.1 x direct cost
<b>Mailing - Postage/Handling</b>	1.1 x direct cost
<b>International Long Distance Telephone/Fax</b>	1.1 x direct cost
<b>In-House Printing – Black &amp; White</b>	8 ½ x 11 = .10/sheet
<b>In-House Printing – Color</b>	8 ½ x 11 = .50/sheet
<b>In-House Printing – Black &amp; White – Large format</b>	\$0.25/square foot
<b>Outside Reproduction of Drawings, Specifications and Other Documents</b>	1.1 x direct cost
<b>Other Direct Items</b>	1.1 x direct cost



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## Fee Schedule

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<b>Principal Engineer</b>	<b>\$160.00 / hour</b>
<b>Sr. Project Manager</b>	<b>\$160.00 / hour</b>
<b>Project Manager</b>	<b>\$120.00 / hour</b>
<b>Project Engineer</b>	<b>\$100.00 / hour</b>
<b>Designer</b>	<b>\$80.00 / hour</b>
<b>Drafter</b>	<b>\$70.00 / hour</b>
<b>Administrative / Clerical</b>	<b>\$65.00 / hour</b>

### Expenses

Outside Reproduction:		Cost plus 10%
Inside Reproduction:	24" by 36" BW on Bond Paper	\$1.98/Sheet (\$0.33/sf)
	30" by 42" BW on Bond Paper	\$2.89/Sheet (\$0.33/sf)
	8-1/2" by 11" BW on Bond Paper	\$0.20/Sheet
	8-1/2" by 11" Color on Bond Paper	\$0.25/Sheet
	11" by 17" BW on Bond Paper	\$0.45/Sheet
	11" by 17" Color on Bond Paper	\$0.50/Sheet
	12" by 18" BW on Bond Paper	\$0.50/Sheet
	12" by 18" Color on Bond Paper	\$0.55/Sheet
Out of Office Area Travel:	Current Federal Allowance per mile plus subsistence expenses.	
Sub- Consultants and Contractors:		Cost Plus 10%

### Insurance Limits

Comprehensive General Liability:		
Each Occurrence		\$2,000,000
General Aggregate		\$4,000,000
Products/Completed Operations Aggregate		\$4,000,000
Automobile Liability:		
Hired and Non-Owned Auto Liability		
Combined Single Limit for Property		
Damage and Bodily Injury		\$2,000,000
Commercial Umbrella Liability:		
Each Occurrence		\$1,000,000
Aggregate Limit		\$1,000,000
Workers Compensation:		
State		Statutory
Employers Liability		\$1,000,000
Professional Liability:		
Per Claim		\$1,000,000
Aggregate Limit		\$2,000,000
Deductible Each Claim		\$10,000
Deductible All Claims		\$30,000

Professional Liability Insurance shall be continued in force for 3 years after completion of the services provided. CM Engineering, Inc. will furnish upon request any necessary certificates showing the type, amount, effective dates and dates of expiration of policies. Cancellation notice will be given as per the terms and conditions of the policy. Higher limits may be purchased on a per project basis and will be charged to the customer accordingly.

CM Engineering, Inc. require all payments 30 day from invoice date. Payments not received by the due date shall bear interest at the rate of 10% annum.



## ENGINEERING CONSULTANTS

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January 1, 2016

### FEE SCHEDULE

#### PERSONNEL

#### COST/HOUR

Professional V	\$140
Professional IV	\$120
Professional III	\$105
Professional II	\$90
Professional I	\$80
Technician III	\$90
Technician II	\$75
Technician I	\$60
Clerical	\$50
Field Technician II	\$125
Field Technician I	\$115

#### EXPENSES:

Mileage	\$ 0.57/mile
All Other Expenses	At Cost Plus 10%

Effective through December 31, 2016

# Scope of Services Meeting - MINUTES

**Client:** City of Columbia: Columbia Police Department  
**Project Name:** CPD Downtown Police Building Renovation  
**SOA Project Number:** 16047  
**Meeting Subject:** Scope of Services Meeting  
**Meeting Location:** CPD Administration Conference **Meeting Date:** 9/28/2016  
**Prepared by:** Brad Stegemann, stegemann@soa-inc.com, 573.443.1407

**Participants:**

Brian Richenberger	CPD, Assistant Chief of Police
Jill Schlude	CPD, Deputy Chief
John Conway	City of Columbia, Public Works (PE)
John Gordon	CPD, Assistant Chief of Police
Craig Klein	CPD, Project & Construction Manager
Bill Oswald	SOA
Brad Stegemann	SOA

The following minutes constitute the author's understanding of the meeting. Please report any discrepancies to the author within seven (7) calendar days of receipt.

## 1. Introductions & Roles:

- A. See the above meeting attendees.
- B. Craig Klein will help the Design Team (Architects & Engineers) access the building.
- C. For General Orientation Purposes Craig clarified the various floors/levels
  - 1. 6<sup>th</sup> Street Level = 1<sup>st</sup>/Ground Floor
  - 2. 7<sup>th</sup> Street Level = 2<sup>nd</sup> Floor
  - 3. 3<sup>rd</sup> Level = 3<sup>rd</sup> Floor

## 2. Items for Discussion:

- A. Discuss ADA Upgrades as listed in RFP #150/2016:
  - 1. Install access to emergency phone at 6<sup>th</sup> and Walnut:
    - a) Currently the lobby is open 24 hours a day, 7 days a week. The goal would be to secure the Lobby at night and on weekends. The emergency phone would allow for bondsman to be buzzed in afterhours or used in the event of an emergency.
    - b) Option A: install emergency phone on building exterior
      - (1) Phone dials directly to CPD front desk or 911
    - c) Option B: install emergency phone in airlock vestibule
      - (1) This option would allow people to get out of the elements
      - (2) The interior door of the vestibule would provide security afterhours
    - d) Related to this work, it is believed the existing aluminum storefront entry doors need to be replaced since they are decades old and have seen tremendous use of the years.
  - 2. Modify seven restrooms for access (accessibility)
    - a) First Floor Lobby Restrooms are believed to be okay and in compliance
    - b) First Floor Common Restrooms serve approximately 60 people and are currently not large enough to be modified for accessibility without expanding their footprint. Additional restrooms are provided on this level in the Locker Rooms.
    - c) Second Floor Restroom are believed to be in compliance with the space requirements for accessibility, but might require minor modifications required to be brought into full compliance. Additionally, all the laminate countertops need to be replaced.



## Scope of Services Meeting - MINUTES

3. Install wider door at holding cell number 1 and adjust four door closers
  - a) Craig noted that it will need to be verified if this door even needs to be widened. Craig noted the plumbing fixtures in holding cells 1 & 2 were replaced recently.
  - b) John Gordon noted that he would like to see holding cells 3 – 7 removed from the building as part of this renovation project. He feels that holding cells 1 & 2 are adequate to provide the required temporary holding secure environment. Removing the holding cells 3 – 7 would allow for a connection between GCI Room and the booking area.
  - c) No specific discussion was had about the four closers needing adjustment.
4. Install two short ramps inside police parking garage
  - a) CPD believes the exterior doors need to be replaced at these locations.
  - b) The double doors at the storage room do not have a ramp.
  - c) The single door exit from the stair tower does not have a ramp and is a trip/fall hazard as there is an 8" drop from the exit door to the concrete surface below.
  - d) The evidence/booking entrance door has a temporary wood ramp that needs a permanent concrete ramp.
  - e) The additional exit doors into the parking will likely require concrete ramps to make the transition from the sidewalk to the parking surface.
5. Replace a section of concrete at the ramp located on the NE corner of a building
  - a) This ramp will need to be confirmed that it meets ADA regulations as it is the only accessible entrance on that level of the building.
6. Replace and add ramp handrails
  - a) It is believed that the current handrail does not meet code and the anchor points need reinforcing, therefore the replacement is likely.
7. Lower drinking fountain
  - a) If this drinking fountain is not required, CPD would like to remove it. Bill noted the Design Team can contact the City's Protective Inspection division to check on this code requirement.
8. Relocate display case in northwest lobby
  - a) Related to the lobby work, the two main objectives are to upgrade it to meet ADA requirements and to give it a facelift.
  - b) CPD would like to eliminate one of the two unisex restrooms off the lobby and create an interview room that is on the secured side of the building.
  - c) If space allows, it would be ideal if an electronic finger printing station could be installed in the lobby. This would prevent the 3,500 annual visitors who use the station from being take into the building thereby breaking the inner perimeter. This was noted as a want/wish item but speaks to increasing the security of everyone in the building.
  - d) In general, the goal with the Lobby space is to make sure all the components meet ADA requirements and it gets an overall facelift.
9. Relocate pay phone and lower two intercoms in the northwest lobby
  - a) CPD believes the pay phone can just be eliminated.
  - b) The existing intercom system is failing. CPD would like the gooseneck mic with 10 second delay system that is a "push to open and push to turn off" type. This system would provide the flexibility they need inside at the CPD side. This system has been priced by ACC in the \$3,500 range.
10. Add fold-down surface at northwest lobby service window and lower first aid kit
  - a) The existing service window is bullet resistant and should be left in place if it meets ADA compliance.

## Scope of Services Meeting - MINUTES

- B. Discuss Other Building Upgrades and Renovations from RFQ:
1. Repair mechanical issues and HVAC system
    - a) Craig noted that as part of the 2000 Renovation project that Horner & Shifrin worked on, their estimate to replace the HVAC system was 1.2 million and therefore did not get incorporated into the project since they only had 1 million in the project budget.
    - b) Craig added that the existing system is a pneumatic controlled system and is not zoned properly. Craig noted that three additional AC units have been added to improve the comfort in the building. Additionally, Joint Communications has their own system.
    - c) Craig continued by noting that the system uses a plenum return and the existing plenum is full of dust and dirt. Also, the evidence room must be negatively pressurized.
  2. Upgrade locker rooms and add ventilation
    - a) Craig noted that the space currently has no ventilation and it compromises the officer's vest since they cannot dry out properly.
    - b) Craig clarified that sump pumps were installed with the 2000 renovation with one being installed in the locker room area and the other in the report writing area.
    - c) The casework at the sinks is delaminating and needs to be replaced. The overall locker rooms space could use a facelift.
  3. Add lounge/quiet room for officers
    - a) The existing breakroom would be divided into two spaces, one containing the breakroom and the other side room being a quiet room with two chairs and a TV.
    - b) This breakroom requires additional exhaust and Craig noted it could be possibly be tied into the new exhaust for the men's locker room which is directly adjacent.
  4. Add gym/weight room facilities
    - a) The group concluded that this item would fall in the "want" column and that there are many other higher priority items that should take precedence over this. Additionally, this was seen as a luxury item and there is likely not space for such facility.
  5. Reconfigure offices for efficiency
    - a) The goal with the reconfiguration would be to improve the work flow and put people and resources closer to reduce time and distance of travel. One example mentioned was shortening the distance between the report writing and mailboxes.
    - b) SOA noted that space use diagrams would be utilized to assess various options.
  6. Reconfigure and remodel former Joint Communications space
    - a) The initial CPD discussion with remodeling this space is to have CID move to a temporary facility, then move Records down into the vacated CID space (which is where records used to be). Once Records is relocated, then the 2<sup>nd</sup> Floor former Records space could be renovated for CID.
  7. Install high speed garage door and pedestrian door with associated flow through ventilation
    - a) The concern is that the garage is totally open and exposed to anyone that walks in and wants to do damage to CPD property. In the past, inebriated individuals have entered CPD vehicles and done damage to patrol vehicles.
    - b) Craig noted they have received a bid of \$80,000 for a 22' wide high speed garage door system with RFID recognition for 120 vehicles.
    - c) The pedestrian door would be accessed via a proximity/card reader.
    - d) Bill added that calculations will need to be done to determine the ventilation requirements and the size of the equipment to ventilate the space/volume.
    - e) John Gordon asked if a high-speed sliding door has been considered. Bill added that the Design Team will present options for securing this opening.
    - f) Craig noted that bollards may be required at either side of the opening on the sidewalk as an additionally warning to pedestrians. Currently, the approximately 14' wide sidewalk is painted with yellow caution paint and posted signage, but it is not enough warning for pedestrians.



## Scope of Services Meeting - MINUTES

- C. Discuss Security Upgrades not listed in RFP#150/2016 but include in Executive Summary:
1. Galvanized fencing on south wall of parking garage
    - a) The objective is to provide for security so that intruders cannot access the garage via the 8" gaps. Additionally, the fencing will prevent objects (like bricks) from being thrown in the garage and possibly damaging vehicles.
    - b) Craig received bids in the range of \$17,000 - \$12,500 for this fencing but noted that standard 1" chain-link might be cheaper.
    - c) Bill noted the estimates will likely come down when a general contractor is on board given the scope will be larger.
  2. Additional security cameras surrounding the facility
    - a) Craig noted these cameras have already been installed by ACC and thus the project budget has been decreased by that contract amount.
  3. Shatter-proof laminate on exterior windows
    - a) Craig noted this is a riot film that is installed on the inside of the window. He added that the CPD has tested this film and is satisfied with the performance. The product is manufactured in Israel. Craig has yet to gather pricing.
    - b) The film would need to be provided on the 1<sup>st</sup> and 2<sup>nd</sup> Floor on the Walnut side and the 2<sup>nd</sup> Floor on the 7<sup>th</sup> Street side. The film would also address concerns about blast protection as the laminate holds the glass together upon impact.
  4. Bollards on northeast corner of facility to prevent vehicles from colliding with building
    - a) John Gordon explained this a great concern for the CPD since any traffic accident at the intersection could result in a vehicle penetrating the building. In particular, Lydia's office in the northeast corner is very exposed. John continued by noting that CPD needs to work with the City to see if they can eliminate the parking spaces on Walnut to reduce the parking blast zone.
  5. Stationmaster area; add buzz-in door for afterhours visitors
- D. Discuss Other Building Items and Considerations:
1. Provide more security to the 7<sup>th</sup> Street Lobby (not mentioned in RFP#150/2016)
    - a) Option A: Close off controls to the elevator. This option was previously determined to be very costly given the elevator age and capabilities.
    - b) Option B: Control entry at the 7<sup>th</sup> Street Lobby. This option would involve a buzzer system at the ramp door and the pedestrian door on 7<sup>th</sup> street.
    - c) Related to the 7<sup>th</sup> Street side of the building, the pedestrian entrance near Walnut should be made more secure as it is very easy to gain entrance into the rest of the building from this point.
  2. Craig added that on a positive note, the 2000 Renovation project addressed the asbestos abatement/removal so it should not be an issue on this project.
  3. Existing Generator: Once Joint Communications vacates the space, there will be additional emergency power capacity available. It is yet to be determined how or if this emergency power circuitry will need to be modified as part of this project.
  4. General facelift of common spaces:
    - a) CPD anticipates the walls will be painted in the corridors
    - b) CPD anticipates the 1<sup>st</sup> Floor main hallways will be updated with tile
    - c) The cabinets are 16 years old and need to be replaced due to delamination.
    - d) CPD anticipates the 3<sup>rd</sup> Floor carpet will be replaced and cosmetic updates will be made at the lounge.
  5. Parking Garage Structural Engineering Report:
    - a) Craig noted that a structural assessment was done on the condemned stair in the southwest corner of the parking garage. He added that Public Works is working in conjunction with the parking utility to make the concrete repairs necessary to open the stair. Craig noted that these repairs may impact the high speed garage door.

## Scope of Services Meeting - MINUTES

Parking Garage Structural Engineering Report continued:

- b) Craig also noted that portions of the existing parking garage have been repaired to address previous issues with the expansion joints.
- c) No structural repairs are anticipated as part of this project.

### 3. Proposed Project Schedule:

- A. TBD:

### 4. Project Construction Budget:

- A. City Council approved \$795,000.00 Capital Project Improvement funds
- B. Security Camera upgrades installed by ACC have reduced the project construction budget.
- C. Current Project Construction budget: \$747,321.12

### 5. Next Meeting(s):

- A. TBD

### 6. Next Steps / Action Items:

- A. SOA to develop proposal and submit for evaluation and approval
- B. CPD to provide copy of Needs Assessment to SOA
- C. CPD to provide copy of 2000 Renovation drawings to SOA

### 7. Tour of Project Site and Staging Area:

- A. Craig, John Conway, Bill and Brad toured the entire building following the meeting to get an overview of the project areas and existing conditions. Brad took photographs during the tour, which will serve as a reference for the project.
  - 1. While touring the building, the group utilized the vertical circulation stair in between the original building and the addition. The group discussed how the existing handrail/guardrail system does not meet current code for both height (with the exception of the upper most landing) and gap between balusters allowing a 4" sphere to pass through. At this time, no modifications to the stair are proposed, although Craig noted his concerns over the existing guardrails.

Scope of Services Summary		Construction Cost	Construction Cost	Design Fees	
Priority	Scope of Work Item	High Estimate	Low Estimate	Design Services	Notes
1	Install access to emergency phone at 6th and Walnut	\$3,500.00	\$2,500.00		two options, emergency 911 or front desk
1	Replacement of aluminum storefront entry doors Lobby	\$15,000.00	\$12,000.00		200 sf X \$40 - \$50 per SF, \$2,500 per door
1	Install high speed garage door	\$80,000.00	\$80,000.00		includes door \$4,000 installed, and 2 bollards
1	Install pedestrian door adjacent to high speed garage door w/ card reader	\$1,000.00	\$600.00		high = card reader, low = push button
1	Modify seven restrooms for access (accessibility)	\$60,000.00	\$40,000.00		
1	Install wider door at holding cell number 1 and adjust four (4) door closers	\$0.00	\$0.00		15K high, 10K low, need to verify against BSA report
1	Remove holding cells 3 -7 and reconfigure space	\$26,500.00	\$21,200.00		530 SF x \$40 - \$50 per SF
1	Install two short ramps inside police parking garage	\$16,000.00	\$10,000.00		could be as many as four ramps
1	Replace section of concrete at the ramp located on NE corner of building	\$25,000.00	\$15,000.00	\$8,300.00	
1	Replace and add ramp handrails	\$1,200.00	\$960.00		12 LF x \$80 - \$100
3	Lower drinking fountain	\$1,000.00	\$750.00		even demo & cap has cost
1	Remove one restroom (plumbing) at lobby (ALTERNATE)	\$10,000.00	\$7,000.00		
3	Renovate Molly Bowden memorial plaque in northwest lobby	\$1,500.00	\$1,000.00		Improve lighting and frame at memorial plaque
1	Relocate pay phone and lower two intercoms in the NW lobby	\$6,000.00	\$6,000.00		Price from ACC, Craig to pull wiring and put blank plate
1	Add fold-down surface at NW lobby service window (ALTERNATE)	\$1,000.00	\$500.00		get rid of table, add transaction surface, first aid kit DN
1	Repair mechanical issues and HVAC system			\$8,900.00	35,000 SF
1	Install ventilation (exhaust) system at locker rooms	\$25,520.00	\$20,416.00		2,552 SF total, \$8 - \$10 per SF
1	Upgrade locker finishes: sinks, countertops, partition stalls (ALTERNATE)	\$40,000.00	\$15,000.00		minimum of sinks and countertops, urinal partitions
1	Renovate breakroom: flooring, casework and appliances (no quiet room)	\$25,000.00	\$20,000.00		new appliances \$5,000 (no dishwasher), new furniture
1	Reconfigure offices for efficiency	\$125,000.00	\$62,500.00		2,500 sf x \$25 - \$50 per SF
1	Reconfigure and remodel former Joint Communications space	\$108,850.00	\$54,425.00		2,177 sf x \$25 - \$50 per SF
1	Size and install ventilation equipment (garage)	\$12,000.00	\$4,000.00		May be fan, may be dedicated syst
1	Install traffic delinators adjacent to high speed garage door	\$1,200.00	\$1,000.00		steel bollards included with \$80k in garage door
1	Galvanized fencing on south wall of parking garage	\$17,000.00	\$12,500.00		chain link would be \$8,500 (galv)
1	Shatter-proof laminate on exterior windows	\$13,362.40	\$13,362.40		650 SF x \$25 - \$50 per SF
2	Install bollards on NE corner of facility to prevent vehicles from colliding w/ bldg.	\$5,000.00	\$4,000.00		\$500 per bollard, lights in them, up 7th street
1	Stationmaster area; add buzz-in door for afterhours visitors	n/a	n/a		Confirmed this is after-hours phone line item above
3	Provide more security to the 7th Street Lobby (not mentioned in RFP#150/2016)	\$10,000.00	\$8,000.00		camera, door hardware, wiring x 2
1	Existing Generator potential modifications	\$20,000.00	\$10,000.00		vague estimate
1	General facelift of 1st Floor Lobby	\$22,500.00	\$10,500.00		300 SF x \$35 - \$75 per SF
1	General facelift of common spaces (1st Floor Corridors)	\$19,500.00	\$13,650.00		1950 SF, \$3 per SF demo, \$7 LVT, \$5 VCT w/ cove base
1	General facelift of common spaces (2nd Floor Corridors)	\$6,250.00	\$5,000.00		625 SF
1	General facelift of common spaces (3rd Floor Corridors)	\$6,250.00	\$5,000.00		625 SF
3	Existing modifications to stair guardrail	\$6,100.00	\$4,880.00		61 LF x \$80 - \$100 per LF, need to add 2nd stair

	<b>SUBTOTAL</b>	<b>\$711,232.40</b>	<b>\$461,743.40</b>	
	Contingency for unforeseen conditions (~13%)	\$94,900.17	\$61,610.70	13% Recommended given age of buildings, lack of drawings
	General Conditions/Overhead & Profit (15%)	\$120,919.88	\$78,503.11	15%
	Bond (1%)	\$1,209.20	\$785.03	1%
	Architecture & Engineering Design Services	\$95,000.00	\$95,000.00	
	Tempoary Moving/Equip/IT cost for CID/Records	\$2,000.00	\$2,000.00	Estimate provided by CPD
	Additional Security Cameras surrounding facility	\$47,678.88	\$47,678.88	Installed in Summer 2016
	<b>TOTAL PROBABLE PROJECT COST</b>	<b>\$1,072,940.53</b>	<b>\$747,321.12</b>	

Scope of Work Items to be completed by CPD outside of Construction Docs				
	Locker Room: metal locker door replacement	\$15,000.00	\$0.00	door front replacement (ventilated slats)
	Add gym / weight room facilities	n/a	n/a	