

AGREEMENT
For
PROFESSIONAL ARCHITECTURAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
CONNELL ARCHITECTURE, P.C.

THIS AGREEMENT is made and entered by and between the City of Columbia, Missouri (hereinafter called "City"), and **Connell Architecture, P.C.** (hereinafter called "Architect") and is effective on the date of signing by the party last executing this Agreement ("Effective Date").

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

**Design and construction of two Vehicle Storage Shelters at the
Columbia Landfill**

(Description of Project)

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

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

SECTION 2 - BASIC SERVICES OF ARCHITECT

2.1 General

2.1.1 Perform professional architectural services as set forth in Exhibit A - "Scope of Basic Services," dated **August 26, 2021** (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>
Brian Connell, President	Connell Architecture, P.C.

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

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

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

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

SECTION 3 - ADDITIONAL SERVICES OF ARCHITECT

3.1 General

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

3.1.1 Financial Consultation

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

- 3.1.2 Property Procurement Assistance
 Provide consultation and assistance on property procurement as related to professional Architectural services being performed.
- 3.1.3 Obtaining Services of Others
 Provide through subcontract the services or data set forth in Exhibit A.
- 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 **Steve Hunt, Solid Waste Utility Manager**, as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

4.7 Give prompt written notice to Architect whenever City observes or otherwise becomes aware of any defect in the Project.

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

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

SECTION 5 - PERIOD OF SERVICE

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

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

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **120** 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 hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit. The schedule is effective to **January 1, 2022**, 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 the Scope of Services and all other expenses and costs to the City under this Agreement and described herein **shall not exceed \$46,000.**

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.

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** per occurrence and **\$3,000,000** aggregate 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 occurrence and **\$3,000,000** 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** per occurrence and **\$3,000,000** aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of Architect's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Architect does not own automobiles, Architect agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

Waiver of Subrogation Architect agrees, by entering into this Agreement, to a Waiver of Subrogation for each required policy herein except professional liability. When required

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

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

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

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

7.2 Professional Responsibility

7.2.1 Missouri Licensure & Certificate of Authority

Architect certifies that it is currently in compliance, and agrees to maintain compliance for the duration of this Agreement, with all licensure requirements of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and

Professional Landscape Architects (hereinafter "APEPLSPLA") to practice in Missouri as a professional architect as provided under chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, Architect understands and agrees that the person personally in charge and supervising the professional architecture services of Architect under this Agreement shall be licensed and authorized to practice architecture in Missouri, and that Architect will keep and maintain a valid certificate of authority from APEPLSPLA.

7.2.2 Architect will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional architectural practices. If Architect fails to meet the foregoing standard, Architect will perform at its own cost, and without reimbursement from City, the professional architectural services necessary to correct errors and omissions which are caused by Architect's failure to comply with above standard, and which are reported to Architect within one (1) year from the completion of Architect's services for the PROJECT.

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

7.2.4 Professional Oversight Indemnification

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

7.3 Estimates and Projections

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

7.4 On-Site Services

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

7.5 Changes

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

7.6 Suspension of Services

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

7.7 Termination

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

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

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

7.8 Publications

Recognizing the importance of professional development on the part of Architect's employees and the importance of Architect's public relations, Architect may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to Architect's services for the PROJECT. Such publications will be provided to City in draft form for City's advance review. City will review such drafts promptly and will provide comments to Architect. City may require deletion of proprietary

data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of Architect's activities pertaining to any such publication shall be paid entirely by the Architect.

7.9 Nondiscrimination

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

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

7.9.2 Architect shall, in all solicitation or advertisements for employees placed by or on behalf of Architect, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.

7.9.3 Architect shall comply with all provisions of local, state and federal laws governing the regulation of equal employment opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

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

7.11 Rights and Benefits

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

7.12 Compliance with Local Laws

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

7.13 Law; Submission to Jurisdiction Governing.

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

7.14 Employment of Unauthorized Aliens Prohibited

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

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

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

7.15 Missouri Anti-Discrimination Against Israel Act: To the extent required by Missouri Revised Statute Section 34.600, Architect certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

7.16 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.

7.17 Counterparts and Electronic Signatures

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

7.18 Agreement Documents

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

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

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

7.19 Entire Agreement

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
City Manager YAS

Date

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **55716588 604023 RF064**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance


CONNELL ARCHITECTURE

By:  _____

Name: Brian D. Connell

Date: 8/26/2021

ATTEST:

By:  _____
Name: Jonathan Trent

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.

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 Trina Conwell. I am an authorized agent of Conwell
Architecture, P.C. (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

Trina Conwell

Printed Name

Subscribed and sworn to before me this 23rd day of AUGUST, 2021.



Notary Public

KARIN MARTIN
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires Dec. 29, 2022
Commission # 14535730



Connell Architecture, P.C.

2311 East Walnut Street Suite B
Columbia, Missouri 65201-2003
573-875-2455 Cell 573-268-6166
brianconnell@connellarchitecture.com

August 26, 2021

Steve Hunt
Solid Waste Manager
City of Columbia Utilities
Solid Waste Administration
5700 Peabody Road
Columbia, Missouri 65202

**Re: Proposal for A/E Design Services
Columbia Solid Waste Administration
Collections Operations Facility
Vehicle Storage Shelters (2 structures)
5700 Peabody Road
Columbia, Missouri 65202**

Steve,

It was my pleasure to meet with you and Damon Crum on Tuesday May 18, 2021 in your office at the Collection Operations Facility to discuss the program requirements for the design and construction of two additional vehicle storage shelters similar to the structures already constructed adjacent to the Collection Operations Facility. On behalf of Connell Architecture P.C. and our consulting engineering team, I am pleased to submit this proposal for basic design services for your consideration.

PROJECT TEAM

Architecture:	Connell Architecture, P.C.
Civil, Geotechnical, & Structural Engineering:	Allstate Consultants LLC
Mechanical-Electrical Engineering:	Malicoat-Winslow Engineers, P.C.

Note: We have assembled the same project team as utilized for the design and construction of the Collection Operations Facility and Vehicle Storage Shelters, except for the exclusion of the LEED consultant – Lile Engineering. Lile Engineering conducted a preliminary evaluation of the proposed project identified in the request for proposal and determined that LEED certification is not attainable for the size and type of structures included in the scope of this base bid package.

PROJECT SCOPE

It is my understanding from our discussions at the pre-proposal meeting referenced above that the scope of the proposed project will consist of a single base bid package, described as follows:

Base Bid Package – The design and construction of two Vehicle Storage Shelter structures (denoted as Alternate #3 and Alternate #5 in the contract documents for the previous construction project). The proposed new Vehicle Storage Shelter structures will match the existing structures in configuration and type of construction. The Base Bid Package will also include the design and construction of a water main extension west to the new Fuel Station (not part of the scope of this project) then south to a new fire hydrant located between Vehicle Storage Shelters #1 and #2.

SCOPE OF BASIC DESIGN SERVICES

Connell Architecture, P.C. and its engineering consultants propose to furnish the basic architectural and engineering* services required to complete the design and construction of the project described in the base bid package as follows:

*The scope of basic design services includes civil, surveying, geotechnical, structural, and mechanical-electrical engineering services.

Pre-Design (Programming) Services

- Conduct a Pre-Design conference with the Owner's Representative(s) and project team to tour the existing structures and discuss the scope and character of the proposed new structures, the budget and schedule for the base bid package, and strategies for project team coordination; and
- Conduct a series of design meetings and discussions with the Owner's Representative(s) and project team to verify the program requirements for the base bid package.

Schematic Design Services

- Develop schematic design drawings that clearly illustrate the scale and relationship of project components demonstrating compliance with the Owner's program requirements.
- Evaluate schematic design drawings for compliance with all applicable building codes, zoning ordinances and other governmental regulations.
- Conduct a Schematic Design Review conference where the schematic design drawings are presented to the Owner's Representative(s) for review, comment, and approval to proceed with design development services.

Design Development Services

- Refine the level of detail contained in the schematic design documents to further define the scope, quality and character of the project (type of construction, materials, finishes, etc.) and verify compliance with the Owner's program requirements.
- Coordinate with the engineering design consultants to ensure compliance with the Owner's program requirements and all applicable building codes, zoning ordinances and other governmental regulations.

Construction Documents

- Site plans including all proposed site improvements (grading, selective demolition of existing improvements, structures, paving, main utilities, water main extension and fire hydrants, landscaping, etc.).
- Foundation plans and details.
- Structural framing plans, sections and details.
- Floor plans (dimensions, details and notes).
- Reflected ceiling plans (where required).
- Roof plans (where required).
- Wall sections and details.
- Door and window schedules, and room finish schedule.
- Interior elevations (toilets, casework, etc.).
- Mechanical plans (HVAC equipment, distribution and controls).
- Plumbing plans system (including specification of all fixtures and controls, waste, vent, hot/cold water supply distribution, and natural gas piping)
- Electrical plans (main service, panels, disconnects, circuiting, conduits, conductors, motors, fans, receptacles, switches, lighting, etc.)

Bidding Phase Services (for each separate bid package)

- Assist with notification to bidders and distribution of bid documents to bidders.
- Attendance at the Pre-Bid Conference.
- Response to bidders' questions in the form of published addenda.
- Attendance at the bid opening.
- Assist the Owner's Representative(s) with evaluation of bids and contract award.

Construction Phase Services (for each separate bid package)

- Attendance at the Pre-Construction Conference.
- Attendance at regular jobsite meetings to monitor progress and quality of the work and conformance with the construction documents.
- Review contractor's submittals (shop drawings, product data and samples) for conformance with the construction documents.
- Review and certify the Contractor's periodic Applications for Payment.
- Conduct inspections to verify Substantial and Final Completion of the project and assist the Owner with project closeout.

- Prepare a set of record documents derived from as-built drawings furnished by the Contractor, to be submitted to the Owner's Representative(s) in electronic or other reproducible form at project closeout.

Additional Services Not Included In The Scope Of This Proposal

- Feasibility or cost estimating services.
- LEED-certified design and commissioning.
- Environmental (Hazardous Materials) inspections, testing or engineering.
- Forensic, acoustical or any other specialty engineering.
- Fire suppression (sprinkler) system design (sealed shop drawings are typically furnished by the sprinkler system installer). We will furnish a performance specification.
- Security system design (furnished by the Owner's security system provider).
- Signage design and permit (furnished by the Owner's sign contractor).
- Interior design services (selection of colors, patterns, furnishings, etc.).
- Marketing materials. 3-D or color renderings suitable for presentations, brochures or other marketing strategies will be furnished for an additional fee, as requested by the Owner.
- Owner-initiated changes in the scope of the work after commencement of construction documents.

Reimbursable Expenses

Direct expenses incurred by Connell Architecture and its engineering consultants during the performance of services related to this project will be charged to the City of Columbia per the Schedule of Reimbursable Rates (attached).

Fees For Professional Design Services Included In This Proposal

Connell Architecture, P.C. together with its named engineering consultants will furnish the basic design services included in this proposal on an hourly basis per the Schedule of Hourly Rates not to exceed the maximum fee as stated herein for the base bid package.

Base Bid Package – Vehicle Storage Shelters #3 & #5, Water Main Extension

Hourly not to exceed a maximum fee of \$46,000

Architecture: \$14,500

Civil Engineering: \$8,500

Geotechnical Engineering: \$12,500

Structural Engineering: \$7,000

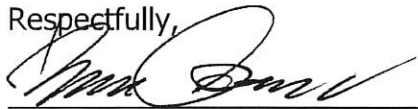
Mechanical-Electrical Engineering: \$3,500

Agreement for Professional Architectural Services

Connell Architecture, P.C. and its named engineering consultants understand, acknowledge and agree that upon acceptance of this proposal by the City of Columbia, an Agreement for Professional Architectural Services will be executed between the City and Connell Architecture, P.C. for the scope of work stated in this proposal.

I appreciate the opportunity to submit this proposal for design services and look forward to working with you on this project. Connell Architecture, P.C. is prepared to execute the Agreement for Professional Services and commence design services immediately upon notification to proceed. Please indicate your approval of this proposal by signing where indicated below and returning a copy to me by fax or email.

Respectfully,



Brian D. Connell, President
Connell Architecture, P.C.

Steve Hunt, Manager
Columbia Solid Waste Administration

Date

Attachments: Schedules of Hourly Rates for Professional Design Services



Connell Architecture, P.C.
2311 East Walnut Street Suite B
Columbia, Missouri 65201
573-875-2455 Cell 573-268-6166
brianconnell@connellarchitecture.com

SCHEDULE OF HOURLY RATES
FOR PROFESSIONAL DESIGN SERVICES
Effective January 1, 2021

<u>TITLE</u>	<u>RATE PER HOUR</u>
Principal Architect (RDP)	\$150
Principal Engineer (P.E.)	\$150
Associate Architect IV (RDP)	\$120
Project Architect III (RDP)	\$100
Architect II (IDP)	\$ 90
Architect I (IDP)	\$ 80
Interior Designer (ASID)	\$125
Architectural Drafter IV	\$ 75
Architectural Drafter III	\$ 65
Architectural Drafter II	\$ 55
Architectural Drafter I	\$ 45
Administrative Staff	\$ 50

RDP = Registered Design Professional
IDP = Intern Design Professional
P.E. = Professional Engineer (Registered)
ASID = American Society of Interior Designers

REIMBURSABLES

OUTSOURCED SERVICES

Shipping, printing, contract documents and all other direct expenses related to the project are charged to the Client at actual cost plus 15%.

TRANSPORTATION

Standard Passenger Vehicle \$0.75 per mile



**ALLSTATE
CONSULTANTS**

2021 Rate Schedule

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$180.00
ENGINEER III.....	\$150.00
ENGINEER II.....	\$140.00
ENGINEER I.....	\$125.00
WATER QUALITY SCIENTIST III.....	\$145.00
WATER QUALITY SCIENTIST II.....	\$115.00
WATER QUALITY SCIENTIST I.....	\$75.00
PROJECT SCIENTIST III.....	\$140.00
INVESTIGATIVE ENGINEER III.....	\$225.00
INVESTIGATIVE ENGINEER II.....	\$200.00
INVESTIGATIVE ENGINEER I.....	\$170.00
TECHNICIAN VI/SURVEYOR III.....	\$135.00
TECHNICIAN V/SURVEYOR II.....	\$125.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$110.00
TECHNICIAN III/ PROJECT MANAGER I.....	\$91.00
TECHNICIAN II.....	\$75.00
TECHNICIAN I.....	\$55.00
TECHNICIAN.....	\$36.00
SURVEY CREW (1 MAN).....	\$135.00
SURVEY CREW (2 MEN).....	\$160.00
SURVEY CREW (3 MEN).....	\$185.00
INVESTIGATOR IV.....	\$130.00
INVESTIGATOR III.....	\$120.00
INVESTIGATOR II.....	\$95.00
INVESTIGATOR I.....	\$77.00
EXPERT TESTIMONY II.....	\$365.00
EXPERT TESTIMONY I.....	\$235.00
DRILL RIG CREW (2 MEN).....	\$165.00
DRILL RIG CREW WITH GROUTER (2 MEN).....	\$185.00
GPS RECEIVERS/DRONE (PER UNIT).....	\$130.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$55.00/day
ATV (PER UNIT).....	\$130.00/day
MILEAGE.....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850

410 SE 3rd St.
Suite 103C
Lee's Summit, MO 64063
816-895-2310

30601 Highway 5
Marceline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$160/hour
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	\$3.00/mile
Mobilization of Water Truck or Support Vehicle.....	\$1.25/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	\$160/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost
For Actual Cost of Sub Contracted Items.....	See Attached

LABORATORY TESTING SERVICES

Moisture Content.....	\$6.00/test
Dry Unit Weight.....	\$15.00/test
Unconfined Compressive Strength.....	\$35.00/test
With Stress vs. Strain Curve.....	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit).....	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve).....	\$100.00/test
Hydrometer Analysis.....	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$220.00/test
Specific Gravity Determination.....	\$80.00/test
Swell Potential (1 Surcharge Pressure).....	\$200.00/test
Swell Potential and Swell Pressure.....	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots.....	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test.....	\$250.00/test
Laboratory CBR Test (Per Specimen).....	\$250.00/test
Concrete Compressive Strength Tests.....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	\$10.00/each
Concrete Flexural Strength Tests.....	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc.).....	Actual Cost

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Marceline, Missouri 64658
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MALICOAT-WINSLOW ENGINEERS, P.C.
MECHANICAL AND ELECTRICAL ENGINEERS

5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E
email: fredm@mwengrs.com

Phone: 573-875-1300
Fax: 573-875-1305

HOURLY RATES

PRINCIPAL ENGINEER Freddie Malicoat	\$150/hr
PROFESSIONAL ENGINEER Ethan Rinacke James Allen	\$125/hr
ENGINEER-IN-TRAINING Jared Richardson	\$95/hr
CADD TECHNICIAN Aaron Conner Zachary Marty Thomas Kleeschulte	\$75/hr
CLERICAL Erin Pratt James Canon	\$75/hr