

AGREEMENT
For
PROFESSIONAL ARCHITECTURAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
KLINGNER & ASSOCIATES, P.C.

THIS AGREEMENT made as of this _____ day of _____, 2017, by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **Klingner & Associates, P.C.** (hereinafter called "ARCHITECT").

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

Grissum Building Master Planning Project
(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 16, 2017** (hereinafter referred to as "Scope of Basic Services").

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

<u>Name and Title</u>	<u>Assignment</u>
John J. Neyens, P.E.	Project Manager Architect
H. Michael Carter, A.I.A.	Landscape Architect
Cullan Duke, P.L.A.	Civil Engineer
Curt Wavering, P.E.	

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

SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1 Provide full information as to CITY's requirements for the PROJECT.
- 4.2 Assist ARCHITECT by placing at ARCHITECT's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.
- 4.3 Guarantee access to and make all provisions for ARCHITECT to enter upon public and private property as required for ARCHITECT to perform ARCHITECT's services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, bid documents, drawings, proposals and other documents presented by ARCHITECT and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the PROJECT.
- 4.6 Designate **David A. Nichols, P.E. Public Works Director**, as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define

CITY's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this Agreement.

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

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

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

SECTION 5 - PERIOD OF SERVICE

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

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

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **one hundred thirty (130)** 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 **June 30, 2018**, 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 \$92,500.00**.

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 Contractual 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 *NT*

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **44008810-604023, 00659**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

KLINGNER & ASSOCIATES, P.C.

By: *John J. Klingner*

Date: *10/26/17*

ATTEST:

By: _____

Name: _____

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.

Company ID Number: 191141

Approved by:

Employer Klingner & Associates PC	
Name (Please Type or Print) Rebecca Hedrick	Title
Signature Electronically Signed	Date 02/17/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/17/2009

Company ID Number: 191141

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Klingner & Associates PC
Company Facility Address	616 N. 24th Street Quincy, IL 62301
Company Alternate Address	
County or Parish	ADAMS
Employer Identification Number	371179355
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	6

Company ID Number: 191141

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

IOWA	2 site(s)
ILLINOIS	2 site(s)
MISSOURI	2 site(s)

Company ID Number: 191141

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

Name Rebecca Hedrick
Phone Number (217) 223 - 3670 ext. 103
Fax Number
Email Address rh@klingner.com

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Design Development:

Scope and fee to be negotiated upon completion of the programming and master planning phase.

Final Design and Construction Documents:

Scope and fee to be negotiated upon completion of the programming and master planning phase.

The Following Lump Sum Fee is Proposed:

Master Planning Fee for the Full Scope of Tasks ‘A’ through ‘F’: \$86,000

Reimbursables: Reimbursable cost such as meals, mileage and reproductions to be charged separately based on the attached “Reimbursable Expense Itemization” sheet.

Total reimbursable expenses are estimated at \$6,500

Total Not-to-Exceed Fee: \$92,500

Other available services not included but available upon mutually agreed scope of services and budget:

- Environmental Assessments
- Environmental Impact Statements
- Geotechnical Investigation and Report.
- Topographical Survey
- Grant Application Services.
- Sampling and Testing of Suspect Asbestos Containing Materials.
- Facility Assessment Services.
- Pavement cores/testing.

All work will be done in accordance with the Agreement for Professional Architectural Services between the City of Columbia, Missouri and Klingner & Associates, P.C. to which this scope of work is attached.

Project Description:

The City of Columbia intends to renovate, modify and/or expand the Grissum Building (City's public works building) and make improvements to the site. Constructed in the late 1960's, the building currently houses the Transit, Solid Waste, Fleet and Street Departments. The Solid Waste Department is moving from the facility to a recently constructed building which will free up building and site space for use by other departments. The site is also utilized by other City and County Departments, including police and fire, primarily for vehicle maintenance and fueling. Fueling for all city vehicles occurs at the fuel canopy located on this site. There are two (2) 10,000 gallon underground fuel storage tanks plus one (1) 10,000 gallon above ground tank. The site also serves as the command center during snow events. The site serves as a hazardous waste drop off on the first and third Saturdays of each month. Used oil, transmission fluid and CFL bulbs are also accepted at the site. Buses are transitioning to compressed natural gas and electric. It is anticipated that Transit will be applying for a grant to construct a separate building potentially on this site, thus freeing up space in the main building for other departments.

A facility assessment is being conducted by others, so there is no facility assessment services included in this scope. However, Klingner will correspond with the consultant performing the assessment to coordinate on short term and long term needs and potential equipment upgrades with regard to facility recommendations.

The first phase of the project will be a programming and master planning phase to prepare short term and long term concepts for the facility. It is anticipated that the master plan will prioritize needs based on 5, 10 and 20 year time frames. Later phases will include design development, preliminary design, and final design and construction documents upon conclusion of the programming and master planning phase. Fees for these phases will be negotiated upon completion of the master planning phase.

Project Location:

1313 Lakeview Avenue, Columbia, MO 65201.

Project Zoning:

The project site is zoned R3 Planned Unit Development.

Programming/Master Planning:

Five (5) tasks are anticipated for the Programming/Master Planning phase of the project including 1) information collection, 2) graphic & written documentation of data collected, 3) concept planning, 4) opinion of probable cost and 5) final masterplan report preparation.

The Programming/Master Planning phase will include development of the various programming needs that the Owner presently has or anticipates in the future. This process will be directed by the City of Columbia in concert with staff and other users of the facility. Prior to start of work, the client shall provide the following:

1. Existing facility building and site plans.
2. Previously completed storm water study.
3. MS4 permit and support information.
4. Staff Input.

A. Information Collection:

The first task will include site visits to collect data and conduct meetings with Managers of the Transit, Fleet and Street Departments. Four (4) meetings are included as follows:

1. Transit Department Meeting- One (1) full day to review operations and gain an understanding of how the spaces and site are currently used and identify current and future needs. Anticipated times: 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.
2. Fleet Department Meeting - One (1) full day to review operations and gain an understanding of how the spaces and site are currently used and identify current and future needs. Anticipated times: 8:00 a.m. to 5:00 p.m.
3. Street Department Meeting – One half (1/2) day to review operations and gain an understanding of how the spaces and site are currently used and identify current and future needs. Anticipated times: 6:30 a.m. to 10:30 a.m.
4. Operations Review Meeting During Snow Event or Inclement Weather - One (1) full day to review inclement weather operations and gain an

understanding of how the facility serves as a command center.

Anticipated times: 6:00 a.m. to 8:00 a.m. and 6:00 p.m. to 8:00 p.m.
during shift changes.

5. Field surveys of the existing buildings to verify building dimensions, fire separation walls, fire protection systems and extent of thermal barriers at exterior envelope.
6. For the proposed office renovation, meet with various departments to determine space needs, review and understand interrelationships between departments and determine required space adjacencies and circulation.
7. Photographic documentation of the site and existing conditions.
8. Traffic count through “Midvision” to collect documentation of site vehicle counts entering and exiting the site. This item to be a reimbursable with an estimated cost of \$2,000.00.

Anticipated fee for Information Collection: \$13,400

B. Graphic and/or Written Documentation of Findings:

Data collected during the first task will be documented in written and/or graphic format to illustrate information gathered. This will include existing site GIS information, traffic patterns, pavement conditions and accessibility.

Documentation will also include building plans with updated dimensions, building code review and demarcation of fire areas. Documentation from this task will be presented to the City for concurrence on findings.

Anticipated fee for Documentation: \$4,300

C. Concept Planning:

Two (2) alternative site concepts will be developed for comment and use in an evaluation of needs and costs. A listing of advantages and disadvantages will be included with each concept. Various items will be considered including: *site analysis, code review, zoning, accessibility, egress requirements, functionality (operations and site circulation), utilization, efficiency, and short term and long term development*. Possible concepts may include but not limited to:

- *Possible New Transit Building or Covered Parking.*

- *Solar power.*
- *Fuel Island Location and Circulation.*
- *Potential New Salt Dome.*
- *Pavement Repair/Replacement.*
- *Covered Outdoor Storage.*
- *Lighting.*
- *Site Security (Homeland Security is performing a security assessment for the City in October 2017). The assessment will be reviewed and considered in the master planning process.*
- *Storm water management- A U.S. EPA 319 grant was previously received for this site and a number of storm water BMPs were installed to address water quality and quantity. The existing BMPs will be reviewed and discussed with the City with regard to meeting City Code requirements.*

Based on the information collected in Task 'A', (2) alternative design concepts for the office area renovation for all three (3) divisions will be developed for review and comment. Concept plans shall include demarcation of department areas, common areas and circulation. A code review will be performed which will include egress requirements, and demarcation of fire walls.

Three (3) coordination and evaluation meetings with the City (in addition to the initial site visits with each department as described in task "A") are included in this scope.

Anticipated fee for Concept Planning: \$49,800

D. Cost Opinions:

An Opinion of Probable Cost will be prepared for the selected concepts. Cost opinions will be at a concept plan level of detail and will be divided based on need including 0-2 years, 2-5 years, 5-10 years and 10-20 years. Separate cost opinions will be provided for site improvements, building facility improvements, and office area renovations.

Anticipated fee for Cost Opinions: \$6,500

E. Master Plan Report:

Data and information collected during the first four (4) tasks will be compiled into a master plan report. The report will include a table of contents, executive summary, the main body of contents for narratives, concept plans, and cost opinions, and the appendices which would include the data and information collected in Tasks A & B. Ten (10) hard copies of the overall concepts will be provided along with Adobe PDF version.

Anticipated fee for Master Plan Report: \$7,000

F. FTA Environmental Clearance Submittal

K&A will submit the property for FTA clearance including the property north of the site where power poles are currently stored. A categorical exclusion is anticipated, however, since the number of iterations and/or questions is unknown, the fee required for this work could vary from the estimate of cost presented below. The following scope is anticipated:

- Contact the FTA to coordinate on submittal requirements.
- Coordinate with the City of Columbia to acquire submittal information and data.
- Submit the project description to the FTA regional office.
- Attend one (1) meeting with the FTA.
- Assistance in determining FTA project Class of Action (presumed to be a categorical exclusion).
- Perform the appropriate portions of the Environmental Review Process.
- Finalize the NEPA assessment documents and submit.

Anticipated Fee for FTA Environmental Categorical Exclusion: \$5,000

SCHEDULE OF HOURLY RATES (Per Diem)
EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018

Charges for professional services for projects which are not based upon a percentage of construction cost, cost plus fixed fee, lump sum fee, or payroll cost, shall be based upon the following per diem rates plus reimbursable expenses:

PROFESSIONAL SERVICES

<u>Classification</u>	<u>Rate Per Hour</u>
C1-C4: Clerical	\$64.00
T-1 Technician I	\$59.00
T-2 Technician II	\$66.00
T-3 Technician III	\$79.00
T-4 Technician IV	\$87.00
T-5 Technician V	\$102.00
T-6 Technical Supervisor	\$117.00
A-1 Administrative Aide	\$52.00
A-2 Administrative Assistant	\$73.00
A-3 Administrative Manager	\$115.00
A-4 General Manager	\$121.00
P-1 Assistant Engineer/Architect/Surveyor/Planner	\$95.00
P-2 Intern Engineer/Architect/Surveyor/Planner	\$105.00
P-3 Engineer/Architect/Surveyor/Planner	\$117.00
P-4 Project Engineer/Architect/Surveyor/Planner	\$134.00
P-5 Senior Engineer/Architect/Surveyor/Planner	\$143.00
P-6 Proj./Dept./Branch Manager, Chief Eng./Architect/Surveyor/Planner	\$164.00
P-7 Director of Engineering/Architecture/Surveying/Planning	\$186.00
P-8 Principal, Partner, Manager of Engineering/Architecture/Surveying/Planning ...	\$210.00

Court testimony by principal or other registered professional will be charged at the rate of \$2,000.00 per day plus reimbursable expenses.

REIMBURSABLE EXPENSES (partial listing)

Mileage (may adjust due to fuel fluctuations)	\$ 0.54 per Mile
Reproduction (i.e. Prints, Copies, Plans, etc)	At Cost
Computer Aided Design/Drafting	\$15.00 per Hour
Global Positioning & Robotic Survey Equipment	\$23.00 per Hour
Long Distance & Cell Calls, Subsistence & Lodging	At Cost
Special Consultants	At Cost
Non-reusable Supplies	At Cost

LABOR RATE 01 effective 07-01-17
 Per Diem