

AGREEMENT
For
PROFESSIONAL ARCHITECTURAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
SFS ARCHITECTURE, INC.

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

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

**Columbia Sports Fieldhouse Architectural Design
Services – Phase II as proposed in RFQUAL 46/2022**
(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 **July 14, 2022** (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 timeframe 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>
Kerry Newman, Principal	
Brian Garvey, Principal	
Allison Vandever, Senior Associate	

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

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

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

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

SECTION 3 - ADDITIONAL SERVICES OF ARCHITECT

3.1 General

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

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

SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1 Provide full information as to City's requirements for the PROJECT.
- 4.2 Assist Architect by placing at Architect's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.
- 4.3 Guarantee access to and make all provisions for Architect to enter upon public and private property as required for Architect to perform Architect's services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, bid documents, drawings, proposals and other documents presented by Architect and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the PROJECT.
- 4.6 Designate **Gabe Huffington, Acting Parks and Recreation 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 **Seven hundred thirty (730)** 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 professional services for the scope of work outlined herein and attached hereto, City agrees to pay Architect the sum of five hundred twenty-two thousand five hundred dollars (\$522,500.00), which shall constitute complete compensation for all services rendered under this Agreement. Such rates include overhead and profit. Architect is allowed to charge reimbursable project expenses as set forth herein.

The total amount of reimbursable expenses shall not exceed twenty-one thousand dollars (\$21,000.00).

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 five hundred forty-three thousand five hundred dollars (\$543,500.00).**

6.2 Payments

6.2.1 Architect shall submit an invoice to City for the percentage of services rendered to date under this Agreement not more than once every month. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Architect for the services rendered, provided City does not contest the invoice.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 **ARCHITECT'S INSURANCE:** Architect agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Architect is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Architect under this Agreement.

Commercial General Liability Architect agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** 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 **\$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** 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 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
B	Work Authorization Affidavit

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: _____
De'Carlton Seewood, City Manager



Date

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **55215588 604990, Project RS103**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

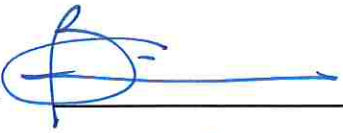
SFS ARCHITECTURE, INC.

By:  _____

Name: KERRY NEWMAN, AIA

Date: 9/2/2022

ATTEST:

By:  _____

Name: BRIAN GARVEY, AIA

EXHIBIT A

Scope of Work



PROJECT TEAM

SFS Architecture	Architecture and Interior Design
Allstate Consultants	Civil Engineering, Surveying, and Geotechnical Engineering
Walter P. Moore	Structural Engineering
Henderson Engineers	Mechanical, Electrical, Plumbing and Fire Protection Engineering

SCOPE OF WORK

Basic Services

This scope of Basic Services is based on the Scope of Services described within the Request for Qualifications # 46/2022 and discussions with Columbia Parks and Recreation staff. Following are our assumptions regarding the scope of services:

- We anticipate Phase 2 elements to include (4) basketball courts, volleyball courts, multipurpose team rooms, additional offices, concessions seating space, restrooms, and associated storage and mechanical spaces.
- SFS will consider future expansion beyond Phase 2 which may include indoor tennis or additional similar court space.
- Site design elements will include parking, sidewalks, and parking lot lighting. Roadway design is excluded however we have included a reimbursable allowance as noted further in this proposal for Allstate Consultants to perform this service.
- We anticipate a Phase 2 construction cost budget of \$5,500,000 and total project cost of \$6m to \$7m.
- Should the scope of the project need to be expanded, reduced, or modified at any point which requires rework of deliverables provided by the A/E team, we would request additional professional fees at a mutually agreeable amount for modifying the design at the Owner's direction.
- Our basic services fee includes the disciplines of Architectural, Civil Engineering, Structural Engineering (PEMB structural design by PEMB manufacturer), Mechanical, Electrical and Plumbing Engineering. A/V and security systems infrastructure will be provided and coordinated as part of these basic services.
- Our basic services include design phase services, bidding assistance, and construction administration services.

Basic Services Exclusions

The following items are excluded from our Basic Services Fee noted above:

- Audio-Visual and security equipment design and procurement (infrastructure and pathways are included in the scope);
- Furniture, fixtures and equipment design and procurement;
- Master planning and design of other potential elements other than the indoor sports complex and associated site improvements;
- Surveying and Geotechnical Investigations and Recommendations are excluded however these are included as Reimbursable Expenses listed below;
- Roadway design and public improvements associated with Phillips Farm Road are excluded however these are included as Reimbursable Expenses listed below;
- Hazardous materials abatement design;
- Operations and income projections.



Deliverables

Deliverables anticipated for the above scope of work include:

- Schematic Design: Plans, Renderings, and A/E Narratives
- Design Development: Drawings and Outline Specifications
- Construction Documents: Drawings and Specifications

Schedule

SFS and our team are prepared to begin work in July 2022. We anticipate a five to six months to complete the design phase and submit for building permitting with bidding to follow subsequently.

COMPENSATION

Professional Fees

SFS architecture proposes Basic Services Compensation at a lump sum amount of **\$522,500.00**.

Reimbursable Project Expenses

Reimbursable expenses are in addition to the Basic Services fees noted above and include travel associated with the project, reproduction, postage, deliveries, topographic survey and geotechnical investigation. The proposed reimbursables allowance includes the estimated costs of surveying, geotechnical, and roadway design work of \$4,300.00, \$6,400.00, and \$3000.00, respectively, which are to be provided by Allstate Consultants.

Reimbursable expenses are proposed at 1.0 times actual cost to the Architect with a not-to-exceed amount of **\$21,000.00**.

Invoicing

Invoicing will occur monthly for services rendered and are due upon receipt.

OWNER'S RESPONSIBILITIES

The Owner shall provide to the Architect data and information necessary to complete the services, including preliminary objectives, other parameters for the Project, existing facility drawings and specifications, if any. The Owner shall provide access to the property, and personnel necessary for the Architect to complete Phase II services.

TERMS AND CONDITIONS

The services outlined above and our proposed fee for these services will be performed in accordance with the provisions set forth in the Prime Agreement between Owner and SFS Architecture.

Exhibit B
Work Authorization Affidavit

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)**

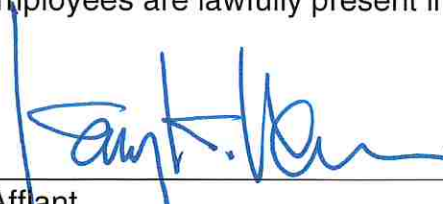
Effective 1/1/2009

County of Jackson)
State of Missouri) ss.
)

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

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

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



Affiant

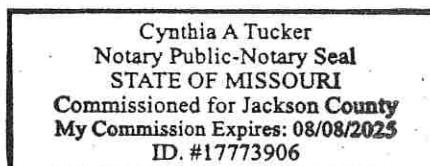
KERRY K. NEWMAN

Printed Name

Subscribed and sworn to before me this 6th day of September, 2022



Notary Public



Company ID Number: 185939

Approved by:

Employer SFS Architecture, Inc.	
Name (Please Type or Print) John W Scott	Title
Signature Electronically Signed	Date 01/30/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/30/2009

Company ID Number: 185939

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	SFS Architecture, Inc.
Company Facility Address	2100 Central Street Suite 31 Kansas City, MO 64108
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	431000800
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 185939

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

Name Cynthia A Tucker
Phone Number (816) 474 - 1397
Fax Number (816) 421 - 8024
Email Address ctucker@sfsarch.com

Name Kerry Newman
Phone Number (816) 474 - 1397
Fax Number (816) 421 - 8024
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