

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

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

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

Based upon funding, to design and construct a building for Replacement of existing Fire Station #05 on City property located on a lot at 1400 Ballenger Ln. that is similar in nature, scope and program of the design of Fire Station No. 11 to be located adjacent south of 1020 S El Chaparral.

(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 **November 12, 2025** (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>
Erik Miller, AIA, CDT	Principal, PWArchitects, Inc.
JP Watson, PE	Partner, MEP Engineer of Record, J-Squared Engineering
Tim Crockett, PE	Principal, Project Manager, Crockett Engineering Consultants

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

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

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

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

SECTION 3 - ADDITIONAL SERVICES OF ARCHITECT

3.1 General

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

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

SECTION 4 - RESPONSIBILITIES OF CITY

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

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

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

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

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

SECTION 5 - PERIOD OF SERVICE

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

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

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **five hundred and eleven (511)** calendar days from the issuance of the Notice to Proceed. The City retains the right to extend schedule as necessary. City shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the Architect.

SECTION 6 - PAYMENTS TO ARCHITECT

6.1 Amount of Payment

6.1.1 For services performed, City agrees to pay Architect the sum of **\$265,400.00 (Two hundred sixty five thousand four hundred dollars) as allocated per Exhibit A – Task/Service Proposed Fee**, which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement.

6.1.2 It is expressly understood that in no event will the total amount paid to Architect under the terms of this Agreement, or any amendment thereto, exceed the sum

set forth in paragraph 6.1.1 unless otherwise agreed to in writing between the parties in advance of the provision of such services.

6.2 Payments

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

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

Commercial General Liability Architect agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** 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 a pre-loss agreement to waive subrogation without an endorsement, then Architect agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Architect enter into such an agreement on a pre-loss basis.

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

Right to Revise or Reject City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject

any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

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

7.2 Professional Responsibility

7.2.1 Missouri Licensure & Certificate of Authority

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

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

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

7.2.4 Professional Oversight Indemnification

Architect understands and agrees that City has contracted with Architect based upon Architect's representations that Architect is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other

indemnification set out in this Agreement, Architect agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Architect. Architect agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

7.3 Estimates and Projections

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

7.4 On-Site Services

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

7.5 Changes

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

7.6 Suspension of Services

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

7.7 Termination

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

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

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

7.8 Publications

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

7.9 Nondiscrimination

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

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

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

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

7.10 Successor and Assigns

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

7.11 Rights and Benefits

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

7.12 Compliance with Local Laws

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

7.13 Law; Submission to Jurisdiction Governing.

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

7.14 Employment of Unauthorized Aliens Prohibited

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

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

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

7.15 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

Date

SSC

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION:

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **44008820-604023 00959**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

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

By:

Name: ERIK MILLER, VICE PRESIDENT

Date: 12/3/2025

ATTEST:

By:

Name:

Amber E. Wilson

Amber E. Wilson

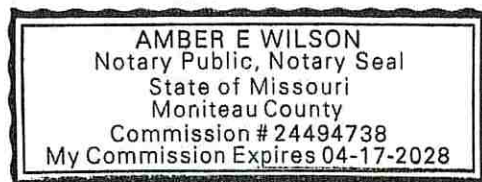


EXHIBIT A

Scope of Work



Exhibit A- Scope of Basic Services

City of Columbia, MO Replacement of Fire Station #05

PWArchitects, Inc. – Design Services Fee Proposal

November 12, 2025

PWArchitects, Inc. will provide Professional Architectural & Engineering Consulting Services for the design and construction for the Replacement of Fire Station #05 located on a lot at 1400 Ballenger Ln. Services for the Replacement of Fire Station #05 shall be completed concurrently with the design and construction of Fire Station #10.

Tasks indicated in the Phases below for Schematic, Design Development, Construction Documents, Bidding, Construction Administration and Post Occupancy / Warranty shall be completed concurrently and Contract Documentation shall be structured and organized for a single prime contractor selected per the City's competitive selection for both Fire Station #10 and Replacement of Fire Station #05. The Contract Documentation shall be structured and organized that Fire Station #05 and Fire Station #10 as a separate document submission for Building & Site Development submission, review and permitting. Cost Opinions, Invoicing, Construction Cost shall be also separated for accounting purposes.

The City is moving to adopt the 2024 International Building Codes on January 1, 2026. This code change will have an impact on the required design analysis for building envelopes, HVAC design and electrical design as dictated by the new required processes for the 2024 Energy Codes. Our proposal reflects our initial estimates in meeting those codes. Due to the processes required by the code it is not clear as to what impact there will be or what additional professional services will be required. We will work with the City to determine what methods will best fit the City's mission regarding Energy requirements.

We offer the following additional detail for each phase of the Scope of Services.

Planning Phase Tasks:

- Meet with the Owners Team during this phase to develop project requirements and building site layout. 3 meetings are anticipated however we will meet as necessary during the phase. We will compile and distribute minutes for all design-related meetings.
- Prepare schematic site plans offering different potential layouts for the building, drives and parking for acceptance.
- Prepare program information related to facility and space usage as necessary to begin the design. The final plans for Fire Station #11 will form the basis of the initial design and space parameters for Fire Station #05 & 10. The use of final plans for Fire Station #11 as the basis of the initial design shall be adjusted for Fire Stations #05 & #10 by:
 - Increasing the program to include eight, preferably nine bedrooms minimum vs four (Rms 104, 105, 106 & 107) in the final plan for #11.
 - Eliminate the separate entrance and mechanical systems in the final plans of Station #11, for the Police areas (Rms 118 & 119) and incorporate / share space with the rest of the station.
- Prepare and deliver exhibits for Interested parties (IP) meeting. Exhibits shall be preliminary plans (site and floor plans) with written description of project suitable for understanding by general public

to explain the basic concept of the proposed project and receive comments and suggestions. These exhibits will be utilized throughout the Public Improvement Process including:

- Interested parties (IP) meeting;
- Resolution of necessity; Following the interested parties meeting, Council, to proceed with the project, adopts resolution declaring the necessity of the improvement, describing the improvement, estimated cost of the improvement, and set a public hearing on the improvement.
- Public Hearing; All persons shall be given an opportunity to be heard at Council meeting, the Council determines the improvement to be made, shall direct the city manager to proceed with exhibits made available at an interested parties meeting, to proceed with the project as set forth in a Bid call.
- Bid call ordinance; Council, approves the improvement, authorize the project to be constructed, the purchasing agent to call for bids and execute a contract for the improvements. – Combined with the Public hearing.
- Topographic Survey for proper site Civil design efforts will be completed.
- Geotechnical Evaluation for foundation design will be provided during this phase.
- Ground thermal conductivity borehole and test to measure soil conductivity. (Completed at same time as test for the Fire Marshals Building for Station #10. Separately for Station #5)

Schematic Design Phase Tasks:

- Meet with the Owners Team during this phase to develop and finalize project requirements. 3 meetings (same meetings as included with FS#10) are anticipated however we will meet as necessary during the phase. We will compile and distribute minutes for all meetings.
- Conduct an on-line survey (same survey as included with FS#10) for the Owner & building occupants exploring needs for occupant comfort. Present the findings of the survey for inclusion into program and Basis of Design (BOD) requirements.
- Investigate building code and life safety issues as related to the proposed project.
- Prepare design sketches, with drawings consisting of computer-generated floor plans and elevations, drawn to scale (same task as included with FS#10).
- Discuss options for MEP systems for inclusion into the design. (same task as included with FS#10 and MEP systems to be same)
- Begin work for Energy Modeling and Life Cycle Cost Analysis to be utilized in selection of building construction elements and systems. This engineered study and report is to identify what the construction and operating costs are to construct a Net-zero energy building as per Department of Energy's definitions.
- Coordination between Architectural and Engineering disciplines. (same task as included with FS#10 and systems to be same)
- Cost Estimate based on detail available. (same task as included with FS#10 and systems to be same)
- Review Design with Owner and make necessary revisions to approve the schematic design phase.

Design Development Phase Tasks: Meet with the Owners Team during this phase to develop and finalize project requirements. 3 meetings (same meetings as included with FS#10) are anticipated however we will meet as necessary during the phase. We will compile and distribute minutes for all meetings.

- Continue to investigate building code and life safety issues as related to the proposed project.

Exhibit A- Scope of Basic Services

City of Columbia, MO Replacement of Fire Station #05

PWArchitects, Inc. – Design Services Fee Proposal

- Prepare drawings consisting of computer-generated fully dimensioned floor plans, elevations, building sections and details with, structural drawings, Mechanical/Electrical/Plumbing plans drawn to scale. Outline specifications will be included in this submittal. Site/civil drawings will be coordinated into the submittal.
- Coordination between Architectural and Engineering disciplines.
- Coordination with the 1% for Public Art to be included for Station #5.
- Finalize design decisions for MEP systems for the building.
- Finalize Energy Modeling and Life Cycle Cost Analysis. Make adjustments to design of the systems based on Owner requests due to the conclusions of the Analysis.
- Presentation of the final design plan to Owner.
- Completion of a 3-dimensional exterior model to show design information and proposed style for the Station.
- Coordination work between disciplines and Furniture, Fixtures & Equipment (FF&E). Establishing FF&E Schedule as part of the Documentation that indicates: item, size, utilities, provided by whom, installed by whom and other information for coordinated installation.
- Coordination work with Owner for interior and exterior finish selections.
- Detailed Cost Estimate.
- Review Design with Owner and make necessary revisions to approve plans for this phase.
- Submit and Review design with the Building Department to confirm conformance with the building code prior to beginning the Construction Documents Phase.

Construction Documents Phase Tasks:

- Meet with the Owners Team during this phase to develop and finalize project requirements. 3 meetings (same meetings as included with FS#10) are anticipated however we will meet, as necessary. We will compile and distribute minutes for all meetings.
- Finalize Design Drawings based on our review meeting and prepare Bidding / Construction Documents including detailed, fully dimensioned floor plan, appropriate interior and exterior elevations and details, building sections and section details of assemblies, finish schedule, door schedule, door details, window schedule and details. HVAC, Plumbing, Electrical, Structural and Civil drawings, and specifications as prepared by consultants.
- Select and document final finishes for the project with the Owner.
- Prepare General, Administrative & Technical Performance specifications describing required performance of all materials, systems, equipment and finishes to be incorporated in the project for bidding / construction.
- Finalize selection of all material finishes and colors with the Owner.
- Revise Detailed Cost Estimate from Design Development Phase.
- Coordination between Architectural and Engineering disciplines.
- Coordinate with the City of Columbia's Procurement and Contracting Requirements for the preparation of City of Columbia's Construction Contract and Bidding Documents as required.
- Coordinate with Owner prior to submitting to the Building Code Department. (Separate plans for each building)
- Submit construction documents to the Building Department for plan review. (Separate plans for each building)
- Make revisions to drawings and specifications related to Building Department review to obtain all required permits. (Separate plans for each building)

Exhibit A- Scope of Basic Services

City of Columbia, MO Replacement of Fire Station #05

PWArchitects, Inc. – Design Services Fee Proposal

Bidding Phase Tasks- Each building will be separate set of plans for permitting and a single bid and`

- Attend a Pre-Bid Conference (same as included with FS#10) with Owner and Interested Bidders.
- Prepare and distribute any Addenda through Owner to provide appropriate direction to Bidders or make any necessary corrections to bid documents throughout the bidding process.
- Coordination between Architectural and Engineering disciplines for Addenda or responses to Questions.
- Answer bidder questions in writing during the bid period through the Owner.
- Review and respond to product substitution requests.
- Coordinate with the Owner for bidder recommendations and any award procedures.

Construction Administration Phase Tasks:

- Conduct a Pre-Construction Conference (same as included with FS#10) with the Selected Contractor.
- Review and respond to product substitution requests.
- Attend monthly Construction progress meetings. (same meetings as included with FS#10)
- Certify pay requests by the Contractor for payment by the Owner. (same as included with FS#10)
- As required respond and document requests for interpretation / information (RFI), issue supplemental instructions and or request for proposals and other communications to facilitate / document adjustments / changes to the Construction Documentation.
- Standard Construction Administration: Visit the site during construction and submit observation reports to the Owner for each visit. One visit per month is included. (same as included with FS#10)
- Extended Construction Observation: Where requested we will visit the site during construction and submit observation reports to the Owner for each visit. 3 site visits per week (same as included with FS#10) are included as an allowance for acceptance separately from the basic services.
- Daily availability via phone or e-mail to answer questions during construction.
- Review and approve shop drawings and submittals.
- Provide record drawings based on as-built documents from the Contractor. This includes electronic drawings in AutoCAD format.

Post Occupancy / Warranty Phase Tasks

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

Professional Fee Proposal and Summary:

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

City of Columbia Fire Station #5: Design Services and Schedule		
Task/Service Schedule		
Task/Service	General Summary	Proposed Fee
A/E Design Services		
Architecture (PWA)	Planning Phase-CA Services	\$ 103,585.00
Landscape Design (PWA)	SD-CA Services	\$ 4,500.00
MEP Design (J-Squared)	SD-CA Services	\$ 42,755.00
Life Cycle Cost Reporting (J-Squared)	40 year analysis as requested	\$ 1,630.00
Energy Modeling (J-Squared)	2024 IECC compliance	\$ 7,040.00
Structural Design (Crockett Engineering)	SD-CA Services	\$ 18,060.00
Civil Design (Crockett Engineering)	SD-CA Services	\$ 31,930.00
Land Surveying (Crockett Engineering)	Includes boundary, topographic and legal verification	\$ 5,500.00
Geotechnical Evaluation (Crockett)	Includes soil testing and recommendation reporting	\$ 7,500.00
Occupant Opinion Surveys (PWA)	On-Line survey/s with reports	\$ -
Extended Construction Observation	Allowance- Up to 3 visits per week during Construction	\$ 10,400.00
MEP Commissioning (J-Squared)	Allowance-Full compliance evaluation of HVAC systems installed	\$ 13,500.00
Well Field Design (J-Squared)	Allowance	\$ 4,000.00
Test Well Drilling / Thermal conductivity testing (TBD)	Allowance	\$ 10,000.00
Design for sound system & notification	Allowance	\$ 5,000.00
Total		\$ 265,400.00

Exhibit A- Scope of Basic Services
City of Columbia, MO Replacement of Fire Station #05
PWArchitects, Inc. – Design Services Fee Proposal

City of Columbia Fire Station #5: Architectural/Landscaping Design Services and Schedule					
PWArchitects, Inc.					
Task	Person-Hours				Schedule/Notes
	Principal	PM	PA	Admin	
Planning Phase4 weeks					
Kickoff Meeting	4	4	4		
Drawings / Design Options	2	12	24		Design options per scope from Program; finalize one option for SD submittal
Program	2	8	8		
Code Analysis	2	2			
Interested Parties	2	0	4		Meeting Prep and Attendance
Review & Integrate Owner Comments		2	12		
Schematic Design4 weeks					
Kickoff Meeting	2	2	2		
Drawings / Design Options	2	24	40		Design options from Planning; finalize one option for SD submittal
Opinion Surveys	2	4	2	8	
Code Analysis	2	2			
Life Cycle		4	2		
Cost Estimate	1	2			Square foot basis
50% SD Review Meeting	2	2	2		
100% SD Review Meeting	2	2	2		
Review & Integrate Owner SD Review comments		4	12		
Design Development4 weeks					
Drawing / Design	4	24	40		Refine selected SD option; coordinate with consultants Finalize drawings
ode System Analysis-Energy Code	4	4	2		
Specifications	12	12	4	2	Outline and Review Specs
Life Cycle	4	4	2		
Cost Estimate	2	8	2		Division by Division Costs
50% DD Review Meeting	2	2			
100% DD Review Meeting	2	2	6		
Review & Integrate Owner DD Review comments		4	10		
Deliver DD documents				1	
Construction Documents4-5 weeks					
Drawing / Design	8	24	80	1	Refine selected DD option; coordinate with consultants Finalize drawings
Energy modeling	1	2			
Code Analysis		2			
Specifications	8	24	8	4	Final Specifications and Project Manual
Prelim Commissioning Report		4			Coordinate with MEP report
Cost Estimate	2	8			
50% CD Review Meeting	2	2	2		
100% CD Review Meeting	2	2	2		
Review & Integrate Owner CD Review comments	2	4	16		
Deliver bidding documents				1	
Bidding4 weeks					
Pre-bid Meeting	2	2		2	
Bidding Document Coordination	4	12	8	1	
Bidding Activities	4	24	4	2	Questions; Substitution Requests; Addenda
Bid Analysis & Recommendation	2	2			
Construction Administration52 weeks assumed					
Submittal Review	8	24	4	1	
Correspondence / Coordination	2	20	10	2	
Pre-Con Meeting	4	4			
(12) Monthly meetings	0	24	4		
(1) Substantial Completion	2	8	2		
Record Documents		4	8	1	
Closeout		4		2	
Warranty Review					
Site Visit		4			
Report		2		1	
Total:	96	312	276	29	

Exhibit A- Scope of Basic Services
City of Columbia, MO Replacement of Fire Station #05
PWArchitects, Inc. – Design Services Fee Proposal

City of Columbia Fire Station #5: Mechanical/Electrical/Plumbing Engineering Design Services and Schedule					
J-Squared Engineering					
Task	Person-Hours				Schedule/Notes
	Principal	PM	Drafting	Commissioning Agent	
Schematic Design					4 weeks
Kickoff Meeting	2	2	0	2	
Drawings / Design Options					Design options per scope from Program; finalize one option for SD submittal
Opinion Surveys					
Life Cycle	1	4			
Energy modeling/IECC	1	16			
Cost Estimate	1	1			Square foot basis
50% SD Review Meeting		2			
100% SD Review Meeting		2			
Review & Integrate Owner SD Review comments		4			
Design Development					4 weeks
Drawing / Design		24	40		Refine selected SD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize drawings
Energy modeling/IECC	1	24			
Specifications	1	1			Outline and Review Specs
Life Cycle	1	4			
Cost Estimate		2			
50% Design Review Meeting		2		2	
100% DD Review Meeting		2		2	
Review & Integrate Owner DD Review comments	1	2			
Deliver DD documents					
Construction Documents					4-5 weeks
Drawing / Design		16	36		Refine selected DD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize drawings
Energy modeling/IECC	1	4			
Code Analysis	16				
Specifications	1	8			Final Specifications and Project Manual
Prelim Commissioning Report				8	
Cost Estimate		2			
50% Design Review Meeting		2		2	
100% CD Review Meeting		2		2	
Review & Integrate Owner CD Review comments		4			
Deliver bidding documents					
Bidding					4 weeks
Pre-bid Meeting		1			
Bidding Activities		2			Questions; Substitution Requests; Addenda
Bid Analysis & Recommendation		1			
Construction Administration					36 weeks
Submittal Review		16			
Correspondence / Coordination		8			
Pre-Con Meeting		2		2	
On site commissioning				40	
(9) Monthly meetings		5		5	
(1) Substantial Completion	2	2			
Record Documents		4	5	16	
Closeout		2			
Warranty Review					
Site Visit		2		2	
Report		1			
Total:	29	176	81	83	

Exhibit A- Scope of Basic Services
City of Columbia, MO Replacement of Fire Station #05
PWArchitects, Inc. – Design Services Fee Proposal

City of Columbia Fire Station #5: Structural Design Services and Schedule			
Crockett Engineering			
Task	Person-Hours		Schedule/Notes
	Principal/PM	Technician	
Schematic Design			4 weeks
Kickoff Meeting	2		
Drawings / Design Options	1		Design options per scope from Program; finalize one option for SD submittal
Cost Estimate	1		Square foot basis
50% SD Review Meeting	1		
100% DD Review Meeting	1		
Review & Integrate Owner SD Review comments			
Design Development			4 weeks
Drawing / Design	16	40	Refine selected SD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize drawings
Specifications	1		Outline and Review Specs
Life Cycle	1		
Cost Estimate	1		
50% Design Review Meeting	1		
100% DD Review Meeting	1		
Review & Integrate Owner DD Review comments			
Deliver DD documents			
Construction Documents			4-5 weeks
Drawing / Design	40	40	Refine selected DD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize drawings
Specifications	2		
Cost Estimate	1		
50% Design Review Meeting	1		
100% CD Review Meeting	1		
Review & Integrate Owner CD Review comments	1		
Bidding			4 weeks
Pre-bid Meeting	1		
Bidding Activities	2	0	Questions; Substitution Requests; Addenda
Construction Administration			36 weeks
Submittal Review	10	0	
Correspondence / Coordination	2	0	
Pre-Con Meeting	1		
(9) Monthly meetings	6	0	
(1) Substantial Completion	0	0	
Record Documents		8	
Closeout			
Warranty Review			
Site Visit	1		
Report	1		
Total:	97	88	

Exhibit A- Scope of Basic Services
City of Columbia, MO Replacement of Fire Station #05
PWArchitects, Inc. – Design Services Fee Proposal

City of Columbia Fire Station #5: Civil Design Services and Schedule-Station 5 Site					
Crockett Engineering					
Task	Person-Hours				Schedule/Notes
	Principal	Project Manager	Survey Crew	Technician	
Planning Phase					4 weeks
Drawings / Design Options	8	8			Design options per scope from Program; finalize one option for SD submittal
Planning Review Meetings	2	2			Up to 3 meetings
Interested Parties					Drawings for presentation
Review & Integrate Owner SD Review comments	2	2			
Schematic Design					4 weeks
Kickoff Meeting	2	2			
Concept Review with City	3	3		2	
Drawings / Design Options	2	2		6	Design options per scope from Program; finalize one option for SD submittal
Cost Estimate	1	2			Square foot basis
50% SD Review Meeting		2			
100% DD Review Meeting		2			
Review & Integrate Owner SD Review comments	2	2		4	
Design Development					4 weeks
Drawing / Design	3	8		18	Refine selected SD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize drawings
Specifications	1	1		3	Outline and Review Specs
Life Cycle					
Cost Estimate		2			
50% Design Review Meeting		2			
100% DD Review Meeting	2	2			
Review & Integrate Owner DD Review comments		2		6	
Deliver DD documents					
Construction Documents					4-5 weeks
Drawing / Design	6	22		24	Refine selected DD option; coordinate with consultants regarding building systems integration; Develop required details, Finalize drawings
Specifications		1		2	
Cost Estimate		1		1	
50% Design Review Meeting	2	2			
100% CD Review Meeting	2	2			
Review & Integrate Owner CD Review comments	2	2		2	
Bidding					4 weeks
Pre-bid Meeting		3			
Bidding Activities		4			Questions; Substitution Requests; Addenda
Construction Administration					36 weeks
Submittal Review		2		2	
Correspondence / Coordination		6			
Pre-Con Meeting		2			
(9) Monthly meetings		8			
(1) Substantial Completion		2			
Record Documents				4	
Closeout	2	1			
Warranty Review					
Site Visit		1			
Report		1			
Total:	42	104	0	74	

City of Columbia Fire Station #5: Hourly Rate Schedule

PWArchitects, Inc

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

J-Squared Engineering

PRINCIPAL	\$175.00
PROJECT ENGINEER	\$160.00
COMMISSIONING AGENT	\$160.00
CADD TECHNICIAN	\$110.00

Crockett Engineering

PROFESSIONAL V	\$210.00
PROFESSIONAL IV	\$185.00
PROFESSIONAL III	\$170.00
PROFESSIONAL II	\$145.00
PROFESSIONAL I	\$125.00
TECHNICIAN III	\$135.00
TECHNICIAN II	\$110.00
TECHNICIAN I	\$95.00
TWO-MAN SURVEY CREW	\$165.00
ONE-MAN SURVEY CREW	\$155.00
CLERICAL	\$80.00

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

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

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

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

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

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 Moniteau)
State of Missouri) ss.
)

My name is ERIK MILLER. I am an authorized agent of PECKHAM & WRIGHT ARCHITECTS, INC. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

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

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

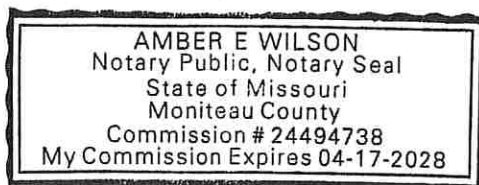


Affiant

ERIK MILLER

Printed Name

Subscribed and sworn to before me this 3 day of December, 2025





Notary Public