RESOLUTION NO. 2017-05

A RESOLUTION AUTHORIZING THE EXECUTION BY THE CHAIRMAN OF THE DISTRICT OF AN AGREEMENT BETWEEN THE DISTRICT AND THE CONSULTING FIRM OF ARCTURIS, FOR CONSULTING SERVICES FOR THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT GATEWAYS PROJECT

WHEREAS, the Downtown Community Improvement District (the "District"), which was formed on February 7, 2011, by Ordinance No. 20866 (the "Ordinance") of the City Council of the City of Columbia, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo., as amended ("the Act"); and

WHEREAS, 67.1461.1 of the Act grants the board of directors (the "Board of Directors") of the District the authority to possess and exercise all of the District's legislative and executive powers; and

WHEREAS, Arcturis ("ARCTURIS") submitted the proposal/agreement to consult for the Gateways Project attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that Arcturis has best satisfied the criteria for selection of services under the District's competitive bidding policies and as set forth in the request for qualifications produced by the District with respect to the Arcturis Agreement, including that Arcturis has the specialized experience and technical competence with respect to the consulting services sought, the capacity and capability to perform the services in the time required, a history and record of past performance that is acceptable, and familiarity with governmental entities such as a community improvement district; and

WHEREAS, the Board of Directors desires to engage Arcturis to perform the consulting services for the District as described in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Board of Directors hereby approves the Arcturis Agreement and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, an agreement in substantially the form as the Arcturis Agreement attached hereto as Exhibit A.

2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 8th day of November, 2016.

_____, Chairman of the Board of Directors

(SEAL)

Attest:

_____, Secretary of the Board of Directors

EXHIBIT A
TO RESOLUTION NO. 2017-05

Arcturis Agreement

ARCTURIS
together we create

120 OLIVE STREET, SUITE 200
SAINT LOUIS, MO 63101

tel 314 206 7100
fax 314 241 9601

ARCTURIS.COM

WORK AUTHORIZATION SCOPE OF WORK

Date:	November 04, 2016
Project Name:	The District Phase I Development Plan Program Management
Principal:	Megan Ridgeway
Project Manager:	Russ Volmert
Client:	The District
Client Contact:	Katie Essing
Client Address:	The District Columbia CID 11 South 10th Street Columbia, Missouri 65201 (573) 442-6816

1. SCOPE OF SERVICES

This listing defines services performed by phase. All services may not be performed in the exact sequence as listed; or in some cases, two or more may be performed simultaneously.

1.1. Phase II Development Plan Program Management Plan

This phase is necessary to establish the graphics, message and marketing materials to be used in the marketing of the West Entry Gateway project with potential sponsors and for grant applications, to help implement The District Gateway Master Plan.

1.1.1. Gateway Committee

.1 Gateway Committee Meetings: Attend Gateway Committee meetings, on a monthly basis, as scheduled by The District. Attend a maximum of four (4) gateway committee meetings in person and eight (8) via teleconference call.

.2 Gateway Committee Meeting Preparation: Prepare meeting presentation materials for review and comment at Gateway Committee meetings.

1.1.2. Program Management

.1 Project presentations: Assist The District in developing MicroSoft Powerpoint presentations to promote the West Entry Gateway Project and the District Gateway Master Plan.

.2 Project Meetings: Attend meetings with and on behalf of The District with project sponsors and public agencies to promote the project and attain partnerships for project funding. Attend a maximum of two (2) project meetings.

1.1.3 Deliverables at the end of this phase:

.1 Digital file copies of all text files, presentation files and graphics.

.2 Digital file copies and hard copies (8 1/2x11) grant applications.

2. PROJECT TEAM

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720 OLIVE STREET, SUITE 700
SAINT LOUIS, MO 63101

TEL 314 436 2100
FAX 314 231 9001

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The listing below designates team members for this project. Additional team members may be added as required.

2.1. ARCTURIS

Megan Ridgeway, Principal-in-Charge/Architect
Russ Volmert, Project Manager
Gabe Presley, Landscape Architect
Gardner Burg, Landscape Designer

3. COMPENSATION

The above listed scope of work will be provided for an hourly fee not to exceed $10,000 (TEN THOUSAND DOLLARS) at ARCTURIS's standard hourly billing rates listed below, including reimbursable expenses

The scope of work and the attached Terms and Conditions of Agreement as outlined in this Work Authorization are satisfactory and are hereby accepted. ARCTURIS may proceed with the work, and payment will be made as set forth herein.

Agreed to by:

ARCTURIS

Authorized Representative — Date: 11/16/16

Principal

The District

Authorized Representative — Date: 11-8-16

Chair
Title

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TERMS AND CONDITIONS OF AGREEMENT

Fee Guarantee
ARCTURIS reserves the right to review the fee in this Agreement, and revise same, if no action has been taken by Client to implement the project 45 days after the date of this Agreement. ARCTURIS also reserves the right to review the compensation rates annually.

Project Commencement
Project work commences when ARCTURIS receives Client's written authorization.

Invoices
Client will receive an invoice every month for services performed during the previous month or as established in the payment schedule. Payment is due upon receipt. Interest will be added 30 days after the invoice date, at the maximum rate allowed by law. ARCTURIS has the right to suspend work, without breach of contract, if Client's account is past due.

Reimbursable Expenses
Expenses will be billed on the following: transportation and living expenses; reproduction of project documents; postage and delivery; consultants and specialized services, additional insurance that Client requests; renderings and physical models, unless noted otherwise;

Change of Scope
This is work beyond what is agreed to in this document, including revisions due to Client's adjustments in the scope, budget, or quality of the project. ARCTURIS will issue a Change of Scope form documenting the change and its effect on the fee and schedule.

Hourly Rates
For work performed on an hourly basis, ARCTURIS'S rate schedule is as follows:

Senior Principal	200.00
Principal	175.00
Sr. Architect/Designer II	140.00
Sr. Architect/Designer I	130.00
Designer/Architect IV	115.00
Designer/Architect III	100.00
Designer/Architect II	90.00
Designer/Architect I	80.00
Administrative	70.00

Rates are subject to review at the end of each ARCTURIS fiscal year.

Project Suspension and Project Delays
If the project is delayed as a result of delays in the Client's review process, time expenditures occurring beyond the original project completion date will be charged at standard hourly rates, current at that time, or at a fixed fee. If Client puts the project on hold for more than 30 days, ARCTURIS reserves the right to renegotiate the balance of its fee to reflect current personnel expenses. A restart fee will also be charged at a rate of between $500.00 - $1,000.00 to cover administrative and personnel rescheduling costs.

ARCTURIS Insurance
ARCTURIS is protected by Workman's Compensation, Professional Liability and General Liability Insurance. Insurance verification is available upon request. If Client requires additional coverage, Client will reimburse ARCTURIS for increased premiums. ARCTURIS will not be responsible for any loss, damage or liability arising from Client's negligent acts, errors and omissions; or those by Client's consultants, contractors and agents; or from those of any person for whose conduct ARCTURIS is not legally responsible.

220 OLIVE STREET, SUITE 200
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TERMS AND CONDITIONS OF AGREEMENT (CONT.)

Indemnification
To the fullest extent permitted by law, the Client shall indemnify and hold harmless ARCTURIS and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Client or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

Agreement Termination
This Agreement may be terminated upon seven days written notice by either party if the other party fails to perform by the terms and conditions stated in this document. In the event of either termination or project suspension, Client will pay ARCTURIS for services performed and reimbursables incurred to date.

Asbestos and Hazardous Waste
ARCTURIS does not perform services related to the identification, containment or removal of asbestos or hazardous waste, nor will it assume liability for any damages or costs related to these materials.

Publicity
Client agrees to credit ARCTURIS by name and title in all publicity involving the project. ARCTURIS will publicly reveal project information only with Client's prior approval.

Successors and Assigns
Client and ARCTURIS agree respectively to bind themselves, their successors and their assigns to the terms of this Agreement.

Shop Drawing Review
ARCTURIS'S review of shop drawings shall be for general conformance to the design concept and shall not relieve any contractor or subcontractor from the obligation to comply with the contract documents.

Standard of Care
Services performed by ARCTURIS will be conducted with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, expressed or implied, is made.

Construction Means and Methods
ARCTURIS shall not be responsible for any aspects that affect or are affected by means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. Neither Client nor Architect shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Clients or Architects employees, agents or consultants.

Ownership of Documents
All drawings, sketches, reports, and documents which ARCTURIS prepares as instruments of service shall remain its property. Client agrees that all work which ARCTURIS furnishes, which is not paid for, will be returned and will not be used for any purpose.

Electronic Data
Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we do not provide clients with drawings or other data as electronic files as standard practice

Upon completion of the project, if requested, ARCTURIS may provide electronic files in the format in which they were created, and grant you a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract, and is not transferable to any other party. We will also require that you sign a **License for Use of Electronic Data / Non-Disclosure Agreement / Agreement for Release of Liability** form. Should you find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by us, the printed document prevails.

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TERMS AND CONDITIONS OF AGREEMENT (CONT.)

Client agrees, to the fullest extent permitted by law, to indemnify and hold ARCTURIS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than ARCTURIS or from any reuse of the drawings and data without the prior written consent of ARCTURIS. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by ARCTURIS and ARCTURIS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Professional Photography & Publicity

ARCTURIS often chooses to have projects professionally photographed during and / or upon its completion. Client acknowledges that this is permissible and that such photography is permissible to utilize in ARCTURIS electronic and hard copy marketing materials and portfolio for promotion of ARCTURIS services. Should the Client prefer such photographs not be used publicly, Client shall document this in writing to ARCTURIS. Should Client desire to utilize the photographs taken by ARCTURIS, Client is solely responsible for all costs associated with copyright, usage, publication and so on as set forth by the Photographer.

Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit ARCTURIS's liability for the Client's damages to the sum of $ 25,000 or ARCTURIS's fee whichever is greater. This limitation shall apply regardless of cause of action or legal theory, pled or asserted.

Design/Build

Client may solicit Design/Build proposals from subcontractors, based on ARCTURIS documents, understanding that Client is responsible for engineering services and certifications, for code compliance and the coordination of this work. ARCTURIS will review these documents only for consistency with its design concept.

Employees

The Client agrees that it will not solicit or hire, directly or indirectly, any employee of ARCTURIS, without the prior written approval of ARCTURIS.

Choice of Law

This Agreement shall be governed by the laws of the State of Missouri, including Choice of Law.

"NOTICE TO OWNER"

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.