

AGREEMENT
For
PROFESSIONAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
CDG ENGINEERS, INC.
For
ARCHITECTURE & PLANNING FOR HEUCHAN/JOE PAUL CRANE CAMPUS

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "CITY"), and **CDG Engineers, Inc.**, a **corporation** organized in the State of **Missouri**, and with authority to transact business within the State of Missouri, (hereinafter called "CONSULTANT"), is entered into on the date of the last signatory noted below ("Effective Date"). CITY and CONSULTANT are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CITY needs certain technical and professional services as described more fully in CITY's request for proposals number **120/2016** (hereinafter referred to as "RFP"); and

WHEREAS, CONSULTANT has submitted its proposal dated **October 21, 2016** (hereinafter referred to as "CONSULTANT's Proposal") and pricing proposal letter dated **October 21, 2016** (hereinafter referred to as "Pricing Proposal") to CITY in response to CITY's request for proposals; and

WHEREAS, CONSULTANT has the made certain representations and statements to CITY with respect to the provision of such services, and CITY desires to accept said CONSULTANT's Proposal on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services And Performance Standards.

a. Scope of Services. The scope of services involves the professional and technical consulting services for **architectural and planning services for the Heuchan/Joe Paul Crane Campus of Water and Light** (hereinafter "Project"). The Project is more fully described in CITY's RFP, which is attached as Exhibit A, and in CONSULTANT's Proposal and Pricing Proposal, which is attached as Exhibit B.

b. Prior to beginning any work on Project, CONSULTANT shall resolve with CITY any perceived ambiguity in Project. CITY shall issue a written notice to proceed. CONSULTANT shall not prepare a written report unless the CITY directs CONSULTANT to do so.

c. CONSULTANT shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If CONSULTANT fails to meet the foregoing standards, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct errors and omissions which are caused by CONSULTANT's failure to comply with the above standard.

2. Addition Or Deletions To Services. CITY may add to CONSULTANT's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. CONSULTANT shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in written form and prepared and approved by the Parties.

3. Exchange Of Data. All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to CONSULTANT without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. Personnel. CONSULTANT represents that CONSULTANT will secure at CONSULTANT's own expense, all personnel required to perform the services called for under this Agreement by CONSULTANT. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of CONSULTANT. All of the services required hereunder will be performed by CONSULTANT or under CONSULTANT's direct supervision. All CONSULTANT's personnel engaged in the work shall be fully qualified and shall be authorized 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.

5. Term. This Agreement shall commence on the date indicated above and shall terminate upon completion of the Project.

6. Costs not to Exceed. Pursuant to Exhibit B, the Parties have established a fixed sum of **One Hundred Thirty-Nine Thousand Four Hundred Eighty Dollars (\$139,480)** for CONSULTANT's services as outlined in this Agreement. CONSULTANT shall be required to keep track of the amount of hours billable under this Agreement at all times; and any work in excess of the fixed sum shall not be eligible for payment. CONSULTANT shall notify CITY if CONSULTANT anticipates that the contract amount may be exceeded, in order to determine whether or not CITY is prepared to increase the total compensation. CONSULTANT shall establish a billing system showing the amount of money remaining on this Agreement which shall be shown in each monthly

billing. It is expressly understood that in no event shall the total compensation and reimbursement to be paid to the CONSULTANT under the terms of this Agreement shall exceed the amount set forth in this paragraph.

7. Payment.

a. Conditioned upon acceptable performance. Provided CONSULTANT performs the services in the manner set forth in paragraph 1 hereof, CITY agrees to pay CONSULTANT in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to CONSULTANT for services rendered under this Agreement, CITY expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.

b. CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following CONSULTANT's receipt of said disapproval, CONSULTANT shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, CONSULTANT shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

c. CITY shall pay CONSULTANT within thirty (30) days of receipt of an invoice.

8. Termination of Agreement.

a. Termination For Breach. Failure of CONSULTANT to fulfill CONSULTANT's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to CONSULTANT by one of three different means: Facsimile Transmission ("FAX") if CONSULTANT has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to CONSULTANT; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to CONSULTANT or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, CITY, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement prior to the date of termination. CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by CONSULTANT.

b. Termination for Convenience. CITY shall have the right at any time by written notice to CONSULTANT to terminate and cancel this Agreement, without cause, for the convenience of CITY, and CONSULTANT shall immediately stop work. In such event CITY shall not be liable to CONSULTANT except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by CONSULTANT for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to CONSULTANT. Anticipatory profits and consequential damages shall not be recoverable by CONSULTANT.

9. Conflicts. No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

10. Assignment. CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.

11. Compliance with Laws. CONSULTANT agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.

12. Employment Of Unauthorized Aliens Prohibited. CONSULTANT agrees to comply with Missouri State Statute section 285.530 in that CONSULTANT shall not 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 this Agreement, CONSULTANT 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. CONSULTANT 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. CONSULTANT shall require each subcontractor to affirmatively state in its contract with CONSULTANT 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. CONSULTANT shall also require each subcontractor to provide CONSULTANT 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.

13. General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONSULTANT will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder. CONSULTANT agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CONSULTANT and CITY, and CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

14. Insurance. CONSULTANT shall 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 the CITY's review or acceptance of insurance maintained by CONSULTANT is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a. Workers' Compensation & Employers Liability. CONSULTANT shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. CONSULTANT shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONSULTANT does not own automobiles, CONSULTANT 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.

d. CONSULTANT may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONSULTANT agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CONSULTANT and CITY. CONSULTANT is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy

f. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

g. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CONSULTANT fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.

h. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CONSULTANT and/or CONSULTANT's employees and/or CONSULTANT's subcontractors in the performance of this Agreement.

15. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, CONSULTANT 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 act or failure to act, negligent or otherwise, of CONSULTANT, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CONSULTANT or a subcontractor for part of the services), of anyone directly or indirectly employed by CONSULTANT or by any subcontractor, or of anyone for whose acts CONSULTANT or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require CONSULTANT to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.

16. No Waiver Of Sovereign Immunity. 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 constitution or law.

17. Professional Oversight Indemnification. CONSULTANT understands and agrees that CITY has contracted with CONSULTANT based upon CONSULTANT's representations that CONSULTANT 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, CONSULTANT 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 CONSULTANT.

18. Professional Responsibility. CONSULTANT shall 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 practices. If CONSULTANT fails to meet the foregoing standard, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions which are caused by CONSULTANT's failure to comply with above standard, and which are reported to CONSULTANT within one (1) year from the completion of CONSULTANT'S services for the Project.

19. Governing Law And Venue. This Agreement shall be governed, 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 in 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. The Parties agree to waive any defense of forum non conveniens.

20. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.

21. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

Water & Light Department
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Ryan Williams

If to CONSULTANT:

CDG Engineers, Inc.
One Campbell Plaza
St. Louis, Missouri 63139
ATTN: Gregory E. Brunkhorst, AIA,
LEED AP, Principal

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

22. Public Records Act. CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CONSULTANT agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

23. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

24. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

Exhibit:

- | | |
|---|--|
| A | CITY's RFP |
| B | CONSULTANT's Proposal and Pricing Proposal |

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

25. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to CONSULTANT's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number **Org:17620588 Obj:504993 EIDistrbtn Services General NonRecurr**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Michele Nix, Director of Finance

(Seal)

CDG ENGINEERS, INC.

By: _____

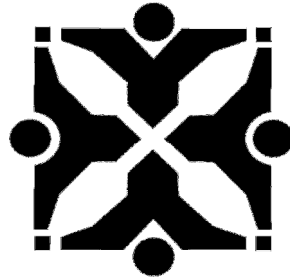
Date: _____

ATTEST:

By: _____

Name: _____

City of Columbia



UTILITIES DEPARTMENT

**REQUEST FOR PROPOSAL # 120/2016
FOR ARCHITECTURAL AND PLANNING SERVICES FOR THE
HEUCHAN/JOE PAUL CRANE CAMPUS OF WATER & LIGHT**

RYAN P. WILLIAMS
Project Manager - ASSISTANT UTILITIES DIRECTOR

TAD A. JOHNSEN
DIRECTOR – UTILITIES

**REQUEST FOR PROPOSALS #120/2016
FOR ARCHITECTURAL AND PLANNING SERVICES FOR THE HEUCHAN/JOE
PAUL CRANE CAMPUS OF WATER & LIGHT
COLUMBIA UTILITIES DEPARTMENT
MAY 19, 2016**

1) GENERAL

The City of Columbia, Missouri, Utilities Department is requesting proposals for architectural and planning services for the Heuchan/Joe Paul Crane Campus of Water & Light.

The successful candidate shall serve as the City's professional architect in this assignment and shall provide architectural and planning services to the City during the performance of services.

Proposals shall be received until 5:00 p.m. CDT on Friday, June 3, 2016 in the office of the Finance Department/Purchasing Division to the attention of Cale Turner, Purchasing Agent (573) 874-7375.

701 E. Broadway
5th Floor
P.O. Box 6015
Columbia, MO 65205

2) INTRODUCTION

The water and electric distribution complex has been located on the South side of Business Loop 70 East for over 50 years. During that time, the scope and mission of the divisions located at this complex has expanded significantly.

In February 2013, a Site Analysis and Usage Plan was developed by Yaeger Architecture. This plan was to be phased in over 20 years. In phase 1 of this plan, the assumption that the City would be able to postpone storm water mitigation until phase 5 of the plan was challenged. In an example of following its own regulations, the City will need to meet all storm water mitigation requirements at all phases of the project.

In the fall of 2015, the City discontinued utilizing Coal in its solid fuel units at its Municipal Power Plant. This may create an additional opportunity as the current site has railroad tracks that no longer need to be accounted for. An additional opportunity not addressed in the Site Analysis and Usage Plan was the possibility of utilizing a portion of the existing Transload facility, which is currently owned by the electric utility.

The goal of this project is to provide an updated planned, phased approach to future site usage taking into account storm water requirements and any opportunity

the removal of the railroad tracks and/or utilizing a portion of the existing Transload facility may present.

2.1 WATER & LIGHT COMPLEX INFORMATION

The water and electric distribution complex comprises approximately 407,125 square feet of land and is bordered by Business Loop 70 East on the North; the COLT Rail Line on the South; residential property on the West; and, commercial property on the East. A spur rail line bisects the property on the west side of the primary electric distribution (Heuchan) building.

2.2 BUILDINGS ON THE PROPERTY INCLUDE:

- Yellow Storeroom Storage Building – 100' x 40' plus 19' x 33' Lean-to Garage
- Tan Garage Building for Bucket Trucks – 71' x 30'
- Green Water Storage Building – 60' x 40'
- Bowling Street Storage – 125' x 40'
- Casteel Building – 15,000 square feet
- Storage Shed 4,800 square feet
- Heuchan Building – space currently defined as follows:
 - Basement Storeroom – 110' x 65'
 - Upstairs Offices including Break Room – 114' x 120'
 - Large Garage Bay – 50' x 65'
 - Small Garage Bay – 40' x 50'
- Joe Paul Crane Building – 9,600 square feet
- Water Administration – 960 square feet
- Transformer storage building – 3500 square feet

There are currently approximately 140+ full-time employees that work out of buildings located within the water and electric distribution complex. Temporary employees are also staffed, by various operating units. For the upcoming budget year, 4 additional full-time employees are being requested that would work out of the water and electric distribution complex.

2.3 TRANSLOAD FACILITY DESCRIPTION:

- 83,000 square feet storage under one roof
- 13 acres of fenced outdoor storage
- Rail spur running directly into and through the warehouse
- 20 rail car spots Boxcar and center-beam flatcar compatible
- 13 van-height, back-in truck doors
- Three pull-through truck doors
- 58,000 pound capacity overhead crane

There are currently approximately 5+ full-time employees that work out of building located at the Transload. Temporary employees are also staffed.

3) SCOPE OF SERVICES

The selected firm will conduct:

- an analysis of current facilities;
- current and future needs assessments;
- recommendation for renovation or reconfiguration;
- need for new construction of facilities on existing City property
- need for new construction of facilities on consultant identified property.
- services will include all work described in the following:

A. MEET WITH CITY STAFF AND DESIGNATED CITY OFFICIALS to gather information required to develop operations analysis, needs analysis and programming for City facilities. Review current space utilization and identify specific needs of each operating unit at the location described above. Operating units are:

- Electric Distribution – Administration
- Water Distribution – Administration
- Electric Maintenance & Construction Crews
- Water Maintenance & Construction Crews
- Dispatching – Combined Service
- Connection Services – Combined Service
- Fiber Optic Services
- Substation Services
- Electric Meter Shop
- Water Meter Shop
- Meter Reading – Combined Service
- Storeroom – Combined Service
- Load Management Offices – Electric

B. PREPARE AND SUBMIT TO STAFF A PRELIMINARY REPORT OF FINDINGS and identify needs in terms of current, 5-10 year range, and beyond 10 years. The report will address:

- specific space needs for current operations
- their expected growth
- appropriateness of the specific locations
- functions at the current location.

The consultant shall review the preliminary report with staff designated by the Director and subject to changes and revisions, shall prepare and submit a final report containing recommended space allocations and time frames for accommodating them.

C. DEVELOP MASTER SITE PLAN INCLUDING:

- Building configurations and site designs which identify existing buildings, recommend removal of existing buildings and identify sighting of future buildings and their function.
- Two alternatives should be presented – one with rail spur remaining, one with removal
- Address City owned building rental contract – when/if to terminate; future uses
- Parking for employee vehicles, City vehicles (based on size & function), and visitors
- Utilities and landscaping
- Circulation for City vehicles through service yard for material pick-up
- Circulation for visitor and employee parking
- Security camera lay-out

4) SERVICES PROVIDED BY THE CITY

The City shall make available the appropriate staff to assist the consultant as needed.

5) CONTENT OF THE PROPOSAL

- a) Proposals shall only be accepted from national recognized architecture and/or engineering firms that can clearly demonstrate having had a background and extensive previous experience in the field of work described herein. Such experience must include projects that were successfully carried through to completion.
 - b) The City of Columbia requests that any firm desiring to be considered for this project submit five (5) copies of your proposal marked “FOR ARCHITECTURAL AND PLANNING SERVICES FOR THE HEUCHAN/JOE PAUL CRANE CAMPUS OF WATER & LIGHT” containing the following:
 - A brief description of the firm.
 - The qualifications and background of the firm.
 - A summary of any arrangements that will be made with any other firm for assistance on the work.
 - A list of key personnel to be involved in the work.
- a) A statement outlining the scope of the staff resources and range of specialties offered by firm.

- b) A statement describing the responsibilities and degree of participation of each professional staff member who will be assigned to the project along with resumes describing relevant work experience.
- A list of similar work performed for other owners of similar CCR impoundments. A list of references should be included.
- A description of the approach the firm will take to complete the work, including an estimate of the total time needed for the firm to complete the work.

6) SELECTION PROCESS

- a) The City of Columbia follows the Qualification based selection process set by the State of Missouri under RSMo 8.285-8.291. Selection of the firm will be made by a committee of Water and Light Department employees. The final selection shall be based on the following criteria:
 - 1. Proven background and experience in the work required.
 - 2. References provided,
 - 3. Ability to complete the work in the time required.
 - 4. Specific background and experience of the key people who will be involved in providing these services.
 - 5. City reserves the right to conduct interviews and evaluate such interviews before the selection.
- b) The selection committee reserves the right to reject any or all proposals and to accept the proposals the City considers the most advantageous.



October 21, 2016

One Campbell Plaza
St. Louis, Missouri 63139
T. 314 781 7770 F. 314 781 9075

www.cdgengineers.com

Mr. Cale Turner
Purchasing Agent
CITY OF COLUMBIA
701 East Broadway
P.O. Box 6015
Columbia, Missouri 65205

**RE: Proposal for Professional Services
Architecture & Planning for
Heuchan/Joe Paul Crane Campus
RFP #120/2016
CDG Proposal No. P16133.05**

Dear Mr. Turner:

In accordance with RFP #120/2016 and discussions with Ryan Williams, CDG Engineers, Inc. ("CDG") submits this professional services proposal for your review and consideration.

It is CDG's understanding that the City of Columbia, Missouri would like to have a needs evaluation performed and master plans prepared for the Heuchan/Joe Paul Crane Campus of Water and Light ("Water and Light Campus"). The master plans will address their current needs, proposed needs in the five to ten year range, and proposed needs for beyond ten years. The master plans will provide two (2) options for the Water and Light Campus – one with the rail spur remaining and one with it removed. The planning process will also include consideration for utilizing the existing Transloading Facility which is owned by the City of Columbia. One possibility could be to temporarily utilize the Transloading Facility while the Water and Light Campus was under construction. All phases and options of the master plans will take into consideration the City's current stormwater requirements. The report documents will also include the following:

- Current and future staffing requirements by operating unit.
- Recommendations for new construction.
- CDG does not provide real estate services, but we will assist the city in preparing requirements for additional property purchases, if required.
- Site designs identifying existing buildings to be reused and new construction.
- Address the City-owned building rental contract. It is CDG's understanding after talking with Ryan Williams that the City is no longer renting out these buildings.
- Site parking and circulation for employees, city vehicles and equipment and visitors.
- Existing utilities.
- Landscaping areas.
- Site security and camera locations.



Mr. Cale Turner
October 21, 2016
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CDG has attempted to identify all of the services required by the City in this proposal. We are recommending a meeting with City officials and the Water and Light Campus to review and finalize the proposed scope of services.

CDG plans to utilize Engineering Surveys and Services as a sub-consultant to develop concepts for stormwater mitigation. A copy of their proposal to CDG is attached for your review.

SCOPE OF WORK/PROJECT APPROACH:

The services that CDG proposes to render are as follows:

1. Attend preliminary proposal review and project scoping meeting.
2. Attend meetings with the heads of each operating group to determine existing and future staffing and space needs. This meeting will also address parking for City-owned vehicles, employees' vehicles and materials or equipment storage needs.
3. CDG will review the 2013 site analysis and usage plan prepared by Yaeger Architecture as a starting point for this project. We are asking that the operating groups review the inventory of staffing and equipment provided in the Yaeger report and update the information with current numbers. This information will be verified by CDG at the first meeting.
4. Visit the Water and Light Campus and the Transloading Facility to generally verify the existing conditions. CDG is asking the City to provide any available floor plans and/or site plans of these existing facilities. This proposal does not include time to develop existing condition floor plans. CDG will also look at the satellite sites currently being utilized by Water and Light. Any information that the City could provide on these sites would be helpful (location, buildings, quantity of materials stored, etc.).

CDG is also requesting that the City provide us with their GIS information for the site including two foot contours. This information will be utilized to develop the stormwater concepts and cost estimating for the civil work. A copy of the stormwater master plan specific to this site, which was developed by others, would be also be helpful.

If drawings are available showing existing utilities on the site, they will be needed also. We also request that a facilities maintenance person who is familiar with the existing mechanical and electrical systems in each facility be available at this walk-thru.

At our recent meeting it was suggested that ash from the power plant could possibly be utilized as fill for the Water and Light Campus. CDG is requesting that the City verify if the ash is suitable for fill and provide an estimated quantity.

5. After the interviews with each operating group and the physical facilities assessment, CDG will prepare a brief condition assessment report for each facility and a spreadsheet identifying all current and future programming needs (employees, equipment, vehicles and storage). This document will be presented to the City for their review and approval.



Mr. Cale Turner
October 21, 2016
Page 3

Additionally, CDG will prepare a very schematic plan for the Water and Light Campus to determine if it is possible to fit all desired functions on the site. It is possible that this plan will show that additional land or facilities are required. If that is the case, the City can redirect CDG to consider other options and our scope of services/fee could be revised.

6. After approval of the programming needs assessment, CDG will develop phased concepts for the future use and development of the Water and Light Campus. These concepts will include proposed reuse of existing facilities and the construction of new facilities. It is anticipated that the phased concepts will include the following:
 - Current facility site plan.
 - Proposed 5 year site plan.
 - Proposed 10 year site plan.
 - Concept plans for each new facility.
 - Elevations of each new facility.
 - Conceptual stormwater mitigation plan for each phase.
 - General description of each proposed new facility with materials of construction identified.
 - Site security with fencing and camera locations.

If the City could project the availability of funds for this project over the next ten years, CDG could attempt to phase the projects to the available budget.

7. This proposal includes preliminary cost estimates for demolition and new construction. CDG is recommending that the City have a Phase One Environmental Assessment prepared for each of the existing facilities so that cost can be estimated for any possible environmental issues.
8. Meet with City personnel to present the preliminary concepts.
9. Make changes to the preliminary concepts as directed at the preliminary concept review meeting.
10. Submit final concept plans and all project data to the City.
11. This proposal includes one presentation to the City Council after the master plan has been completed.

PROFESSIONAL SERVICES FEE:

The estimated fee for the professional services outlined in this proposal including reimbursable expenses will be One Hundred Twenty-six Thousand Eight Hundred Dollars (\$126,800), not to exceed a maximum of One Hundred Thirty-Nine Thousand Four Hundred Eighty Dollars (\$139,480). All expenses and labor costs incurred will be invoiced to City at rates consistent with the fee estimates included herein.



Mr. Cale Turner
October 21, 2016
Page 4

Should additional services be required at a later time, please refer to the Schedule of Billing Rates for reimbursable expense classifications and billing terms.

TIME OF PERFORMANCE:

CDG will commence work immediately after receipt of written notice-to-proceed and be completed within sixty (60) working days of receipt of notice-to-proceed.

Cost of starting, stopping or delaying the project: The fees for professional services identified in this proposal are based on the project schedule provided within this proposal. If the project is delayed, or stopped and restarted by the client for an extended period of time, the overall project fee may be subject to an adjustment depending upon the impact of the delay on CDG project efficiency. This adjustment will be determined by identifying actual increased costs and determined in negotiations with the client.

AUTHORIZATION:

If you would like to authorize CDG to perform the professional services outlined in this proposal, please indicate your acceptance of the terms and conditions of this proposal letter by issuing a professional services agreement or by communicating some other form of written acceptance.

Respectfully submitted,

CDG Engineers, Inc.

A handwritten signature in blue ink, reading "Gregory E. Brunkhorst", with a stylized flourish at the end.

Gregory E. Brunkhorst, A.I.A., LEED AP
Principal

GEB/la

Attachments: ESS Proposal
Schedule of Billing Rates
CDG Standard Terms and Conditions

Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

October 10, 2016
Revised: October 19, 2016

Mr. Gregory E. Brunkhorst
Principal / Manager of Architecture
CDG Engineers
One Campbell Plaza 3A
St. Louis, MO 63139

RE: Professional Service Proposal
Heuchan/Joe Paul Crane Campus
RFP #120/2016
Columbia, Missouri

Dear Mr. Brunkhorst:

I have prepared this proposal to provide a scope of professional engineering services for the Water and Light Heuchan/Joe Paul Crane Campus. The Columbia Utilities Department is seeking to develop a master plan to renovate their campus. Our scope of services will include preparation of storm water management planning for two plan scenarios, one with the existing rails to remain and one with the rails removed, to meet the City of Columbia storm water ordinance. Additionally, we will provide a conceptual storm water plan for improvements to the Transload facility. Our scope of services will specifically include the following:

1. Prepare preliminary storm water management siting study to identify potential locations of the storm water management facility including on site, utilization of Moore's Lake, and three other downstream locations. Potential regional benefits will also be reviewed.
2. Review the current storm water management and runoff of the existing facilities.
3. Review storm water runoff for campus renovation including current and future needs and conceptual improvements to the Transload facility.
4. Assist you in space allocation and locating storm water management improvements.
5. Develop a storm water master plan including the following:
 - a. Conceptual hydrologic calculations for existing and proposed conditions.
 - b. Alternatives to provide storm water management.
 - c. Conceptual storm water management plan for each proposed phase.
 - d. Prepare narrative report describing the plan.
 - e. Preliminary Opinion of Probable Construction Costs

Page 2
October 19, 2016
Mr. Brunkhorst

6. Meet with CDG and Columbia Utilities Staff early in the project to review the preliminary report and later meeting to review final report.

We are prepared to provide all of these services for a total not to exceed fee of \$23,000. All billing will be on a time expended basis in accordance with the attached fee schedule with payment terms of net 30 days from the date of invoice. Plans will be based on City provided historic plans and GIS data. Survey field work and construction documents are not included with this scope or work.

If you have any questions or need any additional information regarding these services, please contact me.

Respectfully submitted,



Matthew A. Kriete, P.E.

Enclosure
cc: 1-ESS proposal file

Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors
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E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

HOURLY FEE SCHEDULE January 1, 2016

Services of:

| | |
|---------------------------------------|--------------------|
| Firm Principal | \$140-180 /hour |
| Registered Professional Engineer | \$130-170 /hour |
| Registered Professional Land Surveyor | \$120-150 /hour |
| Project Surveyor | \$ 70-100 /hour |
| Engineer Intern | \$ 90-120 /hour |
| Technician I | \$ 70-80 /hour |
| Technician II | \$ 60-70 /hour |
| CAD Operator | \$ 70-100 /hour |
| Chemist | \$ 70-90 /hour |
| Administrative Assistant | \$ 55-65 /hour |
| Computer | \$50 /day |
| Survey Equipment | \$100-200 /day |
| Drill Rig | \$ 150-\$250 /hour |
| Large Format Copies | \$4-\$6 each |
| Photocopies | \$0.25 each |
| Travel | \$ 0.60/mile |

NOTES

1. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
2. Overtime charges at 1.4 times above rates.

City of Columbia, Missouri
Architectural and Planning Services
For Heuchan/Joe Paul Crane Campus



CDG Proposal No. P16133.05

Revision: 0
Revision Date: 21-Oct-16

M:\Proposals\P16133.05 - City of Columbia - A E for Crane Campus\[P16133.05 City of Columbia - Fee Estimate.xlsx]Fee Estimate

By: GEB
Print Date: 21-Oct-16
Print Time: 2:08 PM

| ITEM | # of DWGS. | PROJECT EXECUTIVE | Greg PROJECT MANAGER | Dan Arch Designer | Michelle Mech ENGR./ | Kevin C. Elect. ENGR | Joe M Sr. Civil ENGR | Dave M Civil ENGR | Judy ADMIN. | SUBTOTAL HOURS | SUBTOTAL \$\$\$ |
|---|------------|-------------------|----------------------|-------------------|----------------------|----------------------|----------------------|-------------------|-------------|----------------|-----------------|
| 1. Proposal Review & Scope Clarification Meeting, Then Revise | | 0.5 | 10 | | | | | | 4 | 14.5 | \$2,120.50 |
| 2. Attend Meetings with Each Operating Group & Maintenance | | | 20 | | | | | | 4 | 24 | \$3,764.00 |
| 3. Review 2013 Site Analysis & Usage Plan | | | 2 | 2 | | | 1 | 2 | | 7 | \$937.00 |
| 4. Perform Existing Conditions Assessment for Each Facility | | 1 | 20 | 20 | 16 | 16 | 8 | | | 81 | \$11,705.00 |
| 5. Programming Needs Assessment | | | | | | | | | | | |
| 5a. Develop Condition Assessment Report | | 1 | 10 | 16 | 8 | 8 | 4 | | 4 | 51 | \$6,963.00 |
| 5b. Develop Programming Needs Spreadsheet | | 1 | 16 | 10 | 1 | 1 | 1 | | 4 | 34 | \$4,870.00 |
| 5c. Submit Report/Programming for City Approval, Make Revisions | | | 8 | 4 | | | | | 4 | 16 | \$2,168.00 |
| 5d. Schematic Plan with All Desired Functions | | 0.5 | 4 | 16 | 1 | 1 | 4 | 16 | 0.5 | 43 | \$5,264.50 |
| 6. Phased Concepts | | | | | | | | | | | |
| 6a. Develop Existing Conditions Site Plan | | | 4 | 6 | | | 4 | 8 | | 22 | \$2,816.00 |
| 6b. Develop Preliminary 1-5 Year Site Plan with Security Plan | | 1 | 10 | 20 | 4 | 6 | 6 | 24 | | 71 | \$9,089.00 |
| 6c. Develop Preliminary 5-10 Year Site Plan with Security Plan | | 1 | 16 | 24 | 4 | 6 | 6 | 24 | | 81 | \$10,607.00 |
| 6d. Develop Concept Floor Plans & Elevations | | 1 | 10 | 40 | 4 | 4 | 1 | | | 60 | \$7,980.00 |
| 6e. Prepare Facility Descriptions & Materials of Construction | | 0.5 | 4 | 10 | 10 | 10 | 4 | | 8 | 46.5 | \$5,990.50 |
| 7. Develop Cost Estimates for Demolition & New Construction | | 1 | 8 | 20 | 16 | 16 | 8 | 32 | 8 | 109 | \$13,597.00 |
| 8. Present Preliminary Concepts & Report to the City | | | 8 | 2 | | | | | 2 | 12 | \$1,776.00 |
| 9. Revise Report & Concepts | | | 8 | 16 | 4 | 4 | 4 | 16 | | 52 | \$6,684.00 |
| 10. Submit Final Concepts & Report | | | 4 | 4 | | | | | 4 | 12 | \$1,476.00 |
| 11. Presentation to City Council | | 0.5 | 8 | 2 | | | | | 4 | 14.5 | \$2,014.50 |
| Total Project Drawings | 0 | | | | | | | | | | |
| Total Hours | | 9 | 170 | 212 | 68 | 72 | 51 | 122 | 46.5 | 750.5 | |
| Average Hourly Rate | | \$173.00 | \$173.00 | \$120.00 | \$142.00 | \$142.00 | \$141.00 | \$105.00 | \$76.00 | | |
| SUBTOTAL HOURLY FEES | | \$1,557.00 | \$29,410.00 | \$25,440.00 | \$9,656.00 | \$10,224.00 | \$7,191.00 | \$12,810.00 | \$3,534.00 | \$99,900 | \$99,900 |

CDG Proposal No. P16133.05

Revision: 0
Revision Date: 21-Oct-16

M:\Proposals\P16133.05 - City of Columbia - A E for Crane Campus\[P16133.05 City of Columbia - Fee Estimate.xlsx]Fee Estimate

By: GEB
Print Date: 21-Oct-16
Print Time: 2:08 PM

| ITEM | # of DWGS. | PROJECT EXECUTIVE | PROJECT MANAGER | Greg Arch Designer | Dan Mech ENGR./ | Michelle Elect. ENGR | Kevin C. Sr. Civil ENGR | Joe M Civil ENGR | Dave M ADMIN. | Judy | SUBTOTAL HOURS | SUBTOTAL \$\$\$ |
|------|------------|-------------------|-----------------|--------------------|-----------------|----------------------|-------------------------|------------------|---------------|------|----------------|-----------------|
|------|------------|-------------------|-----------------|--------------------|-----------------|----------------------|-------------------------|------------------|---------------|------|----------------|-----------------|

| REIMBURSABLES/EXPENSES | | | | | | | | | | | SUBTOTAL |
|--------------------------------------|------|------------------|----------|-----------|---|-------------|--|--|--|--|----------------------------------|
| Travel Expenses | | | | | | | | | | | |
| Trip #1 | | | | | | | | | | | Subtotal Travel Expenses: |
| Meals | 12 | meals @ | \$20 | per meal | = | \$240.00 | | | | | \$1,658.00 |
| Mileage (private car) | 1200 | miles @ | \$0.540 | per mile | = | \$648.00 | | | | | |
| Hotel | 7 | nights lodging @ | \$110 | per night | = | \$770.00 | | | | | |
| Sub-Consultant Fees (at 5% markup) | | | | | | | | | | | Subtotal Consultant Expenses: |
| ESS - Stormwater Management Planning | | | \$23,000 | 105% | = | \$24,150.00 | | | | | \$24,150.00 |
| Miscellaneous Reimbursable Expenses | | | | | | | | | | | Subtotal Miscellaneous Expenses: |
| In house printing | | | | | | \$1,000.00 | | | | | \$1,000.00 |
| SUBTOTAL REIMBURSABLES | | | | | | | | | | | \$26,900 |

| FEE ESTIMATE SUMMARY | | | | | | | | | | | TOTAL |
|--------------------------------|--|--|--|--|--|--|--|--|--|--|-----------|
| Fee-Hour Estimate Subtotal | | | | | | | | | | | \$99,900 |
| Reimbursable Expenses Subtotal | | | | | | | | | | | \$26,900 |
| FEE ESTIMATE TOTAL | | | | | | | | | | | \$126,800 |

SCHEDULE OF BILLING RATES:

Billing Rates – Effective through December 31, 2016

| POSITION | HOURLY BILLING RATES |
|--------------------------------------|-----------------------------|
| Project Executive | \$152.50 - \$219.50 |
| Project Manager | \$118.50 - \$170.50 |
| Project Engineer / Project Architect | \$120.00 - \$160.00 |
| Senior Engineer / Senior Architect | \$116.50 - \$157.00 |
| Engineer / Architect | \$ 82.00 - \$112.00 |
| Designer | \$ 82.00 - \$129.50 |
| CADD Technician | \$ 59.50 - \$ 97.50 |
| Administrative Assistant | \$ 40.00 - \$ 87.00 |

General expenses already included in the above Billing Rates include the costs for general office and administrative overhead, supplies, networked computer work stations, typical project software, local area phone service, standard postage, in-house printing and plotting, long distance telephone calls, cell telephone charges, and local travel (within twenty miles of CDG Engineers' office).

Reimbursable Expenses:

Reimbursable expenses will be included as authorized. Receipts will be provided for items in excess of twenty-five dollars (\$25).

Travel Expenses:

- Travel expenses for airline or rental cars will be invoiced at cost. CDG Engineers will arrange travel plans economically. However, airline prices are subject to date and availability.
- Trips beyond twenty (20) miles from CDG Engineers' offices will be invoiced based on the current standard IRS rate (currently \$0.54/mile).
- Overnight lodging and meals will be invoiced at cost. Personnel will make arrangements at reasonably priced facilities relative to the region.

Sub-Consultant Fees:

- Sub-consultant fees will be billed including a five percent (5%) mark-up to cover CDG's overhead and liability insurance costs.

Miscellaneous:

- Out of house printing, or additional printing requested by the client, which has not been indicated in the proposal/contract will be invoiced at cost.
- Expenses for delivery services, i.e.: courier, FedEx, etc. will be invoiced at cost.
- Total Station Surveyor equipment will be invoiced at \$200/day; Ultrasonic Thickness Gauge will be invoiced at \$100/day.
- If special equipment is needed (i.e. GPS equipment, etc.), rental costs will be provided upon use and invoiced at cost.