

Introduced by \_\_\_\_\_ Council Bill No. R 104-13

**A RESOLUTION**

authorizing an agreement for professional architectural services with Connell Architecture, P.C. for design of the Solid Waste Administration and Collection Operations Facilities building and miscellaneous site work.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement for professional architectural services with Connell Architecture, P.C. for design of the Solid Waste Administration and Collection Operations Facilities building and miscellaneous site work. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

COPY

**AGREEMENT**  
**For**  
**PROFESSIONAL ARCHITECTURAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**CONNELL ARCHITECTURE, P.C.**

THIS AGREEMENT made as of \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Columbia, Missouri, hereinafter called the CITY, and CONNELL ARCHITECTURE, P.C., hereinafter called the ARCHITECT.

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

The design and construction of a new  
**COLUMBIA SOLID WASTE ADMINISTRATION  
 & COLLECTION OPERATIONS FACILITIES**  
 &  
**CITY OF COLUMBIA DATA STORAGE CENTER (ALTERNATE #1)**

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 his services. All services shall be performed under the direction of a professional ARCHITECT registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 ARCHITECT shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by CITY. CITY may elect to authorize the PROJECT as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of ARCHITECT.

SECTION 2 - BASIC SERVICES OF ARCHITECT

2.1 General

2.1.1 Perform professional architectural services as set forth in Attachment A - "Scope of Basic Services", dated APRIL 29, 2013.

2.1.2 The ARCHITECT will designate the following listed individuals as its project team with responsibilities as assigned. The 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 the ARCHITECT without the written approval of the CITY.

<u>Name and Title</u>	<u>Assignment</u>
BRIAN D. CONNELL, AIA	PRINCIPAL ARCHITECT
ERIC P. WESTHUES, LEED AP	DESIGN MANAGER
BRIAN P. HARRINGTON, P.E.	PRINCIPAL CIVIL ENGINEER
WILLIAM A. BARROW, P.E.	GEOTECHNICAL ENGINEER
DAVID C. WEBER, P.E.	STRUCTURAL ENGINEER
FRED MALICOAT, P.E.	MECH-ELEC ENGINEER
LAWRENCE LILE, P.E.	LEED CONSULTANT

All of the services required hereunder will be performed by the ARCHITECT or under its 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 the CITY and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 The ARCHITECT shall furnish such periodic reports as the 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 The ARCHITECT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by the CITY to assure proper accounting for all project funds. These records must be available to the 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 attachment A

##### 3.1.4 Preliminary or final Architectural design of capital facilities except as specifically identified herein.

##### 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.

##### 3.1.6 Extra Services

Services not specifically defined heretofore that may be authorized in writing by CITY.

### SECTION 4 - RESPONSIBILITIES OF CITY

#### 4.1 Provide full information as to CITY's requirements for the PROJECT.

4.2 Assist ARCHITECT by placing at ARCHITECT's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Attachment A - "Scope of Basic Services", dated **APRIL 29, 2013**.

4.3 Guarantee access to and make all provisions for ARCHITECT to enter upon public and private property as required for ARCHITECT to perform his 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 John D. Glascock, P.E., Director of Public Works, 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 his 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 **150 (BASED ON CONDITION THAT THE CITY REPRESENTATIVE WILL RESPOND TO DESIGN SUBMITTALS AND REQUESTS FOR INFORMATION IN A TIMELY MANNER)** calendar days from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ARCHITECT.

## SECTION 6 - PAYMENTS TO ARCHITECT

### 6.1 Amount of Payment

6.1.1 For services performed, CITY shall pay ARCHITECT the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit. The schedule is effective to **DECEMBER 31, 2013**, and may be revised thereafter.

6.1.1.2 For outside expenses incurred by ARCHITECT, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to ARCHITECT.

6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ARCHITECT's standard rates in effect at the time service is provided.

6.1.1.4 For professional services rendered by others as subcontractor(s) to ARCHITECT such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by CITY, will be billed at the cost to ARCHITECT.

6.1.1.5 For time spent by outside individual professional consultants employed by ARCHITECT in providing services to CITY, the cost to ARCHITECT. Expenses incurred by such outside consultants in service to CITY shall be reimbursable in accordance with 6.1.1.2 above.

6.1.2 Total payment for the Scope of Services described herein **shall not exceed \$372,000 (THREE HUNDRED SEVENTY-TWO THOUSAND DOLLARS)**. Refer to Attachment A for a detailed description of fee allocations .

### 6.2 Payments

6.2.1 The ARCHITECT shall submit an invoice for services rendered to the CITY not more than once every month. Upon receipt of the invoice and progress report, the CITY will, as soon as practical, pay the ARCHITECT for the services rendered, provided the CITY does not contest the invoice, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion and acceptance of the final plans by the CITY, the five percent (5%) of these services retained by the CITY will be paid to the ARCHITECT.

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1 Insurance

7.1.1 ARCHITECT'S INSURANCE: ARCHITECT agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract 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 contract

**Commercial General Liability** ARCHITECT agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

**Professional Liability** ARCHITECT agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and **\$2,000,000** aggregate. For policies written on a "Claims-Made" basis, ARCHITECT agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. 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 contract, ARCHITECT agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve ARCHITECT of the obligation to provide replacement coverage.

**Business Automobile Liability** ARCHITECT agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the 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 contract, 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 the 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 contract is not protected under the Workers' Compensation Statute, the 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 contract 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 the 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, the 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.

#### 7.1.3 Professional Oversight Indemnification

The 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 the CITY from any and all claims, settlements and judgments whatsoever arising out of the CITY's alleged negligence in hiring or failing to properly supervise the ARCHITECT.

The insurance required by this Agreement shall include coverage which shall meet ARCHITECT's obligations to indemnify the CITY as set out above and the CITY shall be named as co-insured for such insurance.

#### 7.2 Professional Responsibility

7.2.1 ARCHITECT will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional Architectural practices. If the 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 year from the completion of ARCHITECT's services for the PROJECT.

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

#### 7.3 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, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the CITY and the President or any Vice President of the 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 his 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 his obligations under this Agreement.

7.7 Termination

Services may be terminated by the CITY at any time and for any reason, and by the ARCHITECT in the event of substantial failure to perform in accordance with the terms hereof by the 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 the CITY become its property.

Further, the ARCHITECT shall not be relieved of any liability to the CITY for any damages sustained by the CITY by virtue of any breach of this Agreement by ARCHITECT and the CITY may withhold any payments due the ARCHITECT for the purpose of set-off until such time as the exact amount of damages to the 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, the ARCHITECT agrees to the following:

7.9.1. The ARCHITECT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The 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, handicap, or national origin. 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. The ARCHITECT agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 The ARCHITECT shall, in all solicitation or advertisements for employees placed by or on behalf of the ARCHITECT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.

7.9.3 The ARCHITECT shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

CITY and ARCHITECT each binds himself and his 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 his 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 the CITY and not for the benefit of any other persons or entities.

7.12 Compliance with Local Laws

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

7.13 Law; Submission to Jurisdiction Governing.

This Contract 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 Contract Document, 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 they 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 the 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. The 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 Entire Agreement

This Agreement represents the entire and integrated Agreement between the 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.

**CITY OF COLUMBIA, MISSOURI**

BY: \_\_\_\_\_

Mike Matthes, City Manager

ATTESTED BY:

\_\_\_\_\_  
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. 557-6538-881.40-23 C48048 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

\_\_\_\_\_  
Director of Finance

**CONNELL ARCHITECTURE, P.C.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**SECTION 00635 - AFFIDAVIT OF WORK AUTHORIZATION**

STATE OF MISSOURI )  
 )  
COUNTY OF BOONE )

On this 19TH day of MARCH, 2009, before me appeared BRIAN D. CONNELL, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is BRIAN D. CONNELL, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

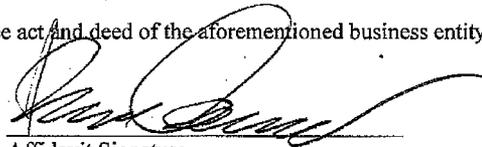
I am the PRESIDENT of CONNELL ARCHITECTURE, P.C., and I am duly  
Title Business Name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection with the contracted services related to T0919-01 with the Office of  
Project Number  
Administration, Division of Facilities Management, Design and Construction (FMDC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

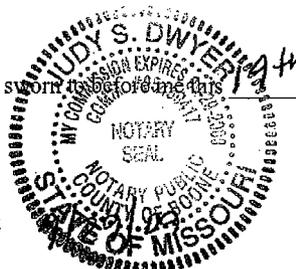
In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with FMDC, an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.559, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

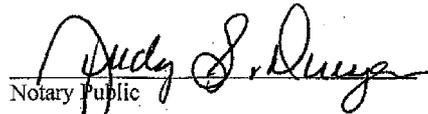
I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

  
Affidavit Signature

Subscribed and sworn to before me this 19th day of March, 2009.



My commission expires:

  
Notary Public



**Connell Architecture, P.C.**

2909 Falling Leaf Lane Suite K  
Columbia, Missouri 65201  
573-875-2455 Fax 573-875-2456  
connell.arch@centurytel.net

April 29, 2013

John D. Glascock, P.E.  
Director of Public Works  
City of Columbia, Missouri  
701 East Broadway P.O. Box 6015  
Columbia, Missouri 65205-6015

**Re: Attachment A – Scope of Basic Design Services  
Columbia Solid Waste Administration & Collection  
Operations Facilities & Columbia Data Storage Center  
5700 Peabody Road  
Columbia, Missouri**

Mr. Glascock,

On behalf of our Project Consulting Team consisting of **Connell Architecture, Allstate Consultants, Malicoat-Winslow Engineers and Life Engineering**, we are pleased to be selected by the City of Columbia to provide design services for the Columbia Solid Waste Administration & Collection Operations Facilities project and the Columbia Data Storage Center (Alternate #1).

The Project Consulting Team is prepared to warrant our collective understanding and acceptance of the terms and requirements of the Project Description (Scope of Work), the Scope of Services, and the Summary (Time Schedule) as described in the Request For Proposals For Architectural Services (cover letter dated November 28, 2012).

**Attachment A – Scope of Basic Design Services** includes a detailed description of the project consulting team, the scope of basic services that will be furnished by the project consulting team, the guaranteed maximum fees associated with the respective design services, and Schedules of Hourly Rates for Professional Design Services for the respective consultants.

## **PROJECT CONSULTING TEAM**

### **Connell Architecture, P.C.**

Architecture ▪ Project Management  
Brian D. Connell, AIA    Eric P. Westhues, LEED AP

### **Allstate Consultants LLC**

Civil ▪ Surveying ▪ Geotechnical ▪ Structural Engineering  
Ron C. Shy, P.E.    Brian P. Harrington, P.E.  
William A. Barrow, P.E.    David C. Weber, P.E.

### **Malicoat – Winslow Engineers P.C.**

Mechanical ▪ Electrical ▪ Plumbing Engineering  
Fred Malicoat, P.E.    James Allen, E.I.T.    Adam Rankin, E.I.T.

### **Lile Engineering, LLC**

Commissioning ▪ LEED Consulting ▪ Energy Engineering  
Lawrence Lile, P.E.    LEED AP BD+C, CEM, QCxP

## **SCOPE OF BASIC DESIGN SERVICES**

Basic Services consist of those services described herein and include architectural, civil engineering, geotechnical engineering, structural engineering, mechanical-electrical-plumbing engineering, energy engineering and LEED consulting services. Services not set forth in this description of Basic Services are Additional Services.

### **Programming / Pre- Design Services:**

- Conduct meetings/interviews with City staff to verify the scope of work, and validate the program requirements and recommendations contained in the Capital Cost Opinion Report.
- Register the project for LEED certification, identify goals for environmentally responsible design and establish a projected LEED score for the project.
- Attend meetings with City staff and City's consultants to coordinate the integration of alternative energy technologies into the scope of the project.
- Complete geotechnical field work.
- Complete topographic survey and schematic site plan.

**Schematic Design Services:**

- Develop schematic design drawings and other documents illustrating scale and relationship of project components that demonstrate compliance with the Owner's program requirements.
- Evaluate schematic design drawings for compliance with all applicable building codes, zoning ordinances and other governmental regulations.
- Update projected LEED score based on schematic design decisions.
- Submit Schematic Design Documents to the City for review and comment.

**Design Development Services:**

- Based on the City's approval of the Schematic Design Documents, refine the level of detail contained in the design documents to further define the scope, quality and character of the project (type of construction, materials, finishes, systems, etc.) and demonstrate compliance with the Owner's program requirements.
- Complete geotechnical report, synthesize the recommendations into the completion of the Design Development site plan.
- Coordinate with the engineering design consultants to ensure compliance with the Owner's program requirements and all applicable building codes, zoning ordinances and other governmental regulations.
- Update projected LEED score based on design development decisions.
- Verify requirements for compliance with all applicable building/life safety codes, zoning ordinances and governmental regulations.
- Submit Design Development Documents to the City for review and approval, together with a revised estimate of the Cost of the Work.

**Construction Documents Phase:**

- Based on the City's approval of the Design Development Documents and authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, prepare Construction Documents consisting of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work, including all site improvements.
- Update projected LEED score based on design decisions made during the Construction Documents phase.
- Submit Construction Documents to the City of Columbia and other governmental agencies having jurisdiction over this project for evaluation of the project for compliance with all applicable building codes, ordinances and regulations.
- Upon obtaining approval for the issuance of the above-referenced permits, submit the Construction Documents to the City, together with the final estimate for the Cost of the Work.

**Bidding Phase Services:**

- Assist the City with distribution of Bid Documents to prospective bidders.
- Attend the Pre-Bid Conference, present a technical review of the project.
- Prepare and distribute addenda providing written clarifications, interpretations, approved substitutions, and any revisions to the Bid Documents.
- Attend the Bid Opening; assist the City with tabulating the Bid results, verifying bidders' conformance with the Bidding Requirements and confirming the validity of the qualified low bidder, if any.

**Construction Phase Services:**

- Conduct the Pre-Construction Conference
- Attendance at regular jobsite meetings to monitor progress and quality of the work and verify conformance with the construction documents.
- Review contractor's submittals (shop drawings, product data and samples) for conformance with the construction documents.
- Review contractor's Applications For Payment for compliance with the progress and quality of the Work, and issue Certificates of Payment.
- Conduct inspections to verify Substantial and Final Completion of the project and assist the Owner with project closeout procedures.
- Prepare a set of record drawings derived from as-built drawings furnished by the contractor, to be submitted to the Owner in electronic or other reproducible form.

**Services Not Included In The Scope Of This Proposal:**

- The design of automatic fire suppression systems, or fire detection / alarm systems (if required) is typically provided by the fire suppression contractor, and is not included in the Construction Documents other than by reference.
- Security system design.\*\*
- Signage design and permit.\*\*
- Interior Design, including selection or specification of colors, patterns, textures, fabrics, etc. normally associated with interior design services.\*\*
- Furnishings design, selection or specifications.\*\*
- Design of the Compressed Natural Gas Slow-Fill Station referenced as an Alternate in the Capital Cost Opinion.\*\*
- Owner-initiated changes in the scope of the work after commencement of construction documents will be furnished as additional services.

\*\* Connell Architecture, P.C. will coordinate with the City's consultants, vendors and contractors to ensure that these services are properly integrated into the design and construction of the project.

### FEEES FOR BASIC DESIGN SERVICES

Basic Services will be furnished on an hourly basis per the Schedule of Hourly Rates for each respective design consultant, not to exceed the maximum fee listed for each type of consulting service referenced in this proposal.

#### Solid Waste Administration & Collection Operations Facilities

<u>Description of Service</u>	<u>Maximum Fee</u>
Architectural Services:	\$185,900
Civil Engineering / Surveying Services:	\$32,500
Geotechnical Engineering Services:	\$54,600
Structural Engineering Services:	\$29,000
Mechanical-Electrical-Plumbing Engineering Services:	\$20,000
<u>LEED Consulting / Energy Engineering / Commissioning:</u>	<u>\$30,000</u>
<b>Total Maximum Fee for Basic Design Services:</b>	<b>\$352,000</b>

#### Columbia Data Storage Center (Alternate #1)

<u>Description of Service</u>	<u>Maximum Fee</u>
Architectural Services:	\$9,500
Civil Engineering / Surveying Services:	\$1,500
Geotechnical Engineering Services:	\$ 0
Structural Engineering Services:	\$3,000
Mechanical-Electrical-Plumbing Engineering Services:	\$5,000
<u>LEED Consulting / Energy Engineering / Commissioning:</u>	<u>\$1,000</u>
<b>Total Maximum Fee for Basic Design Services (Alternate #1):</b>	<b>\$20,000</b>

**Total Maximum Fee for Basic Design Services: \$372,000\***

\* This proposed maximum fee computes to 12% of a total estimated construction cost of \$3,100,000 for the scope of work included in the Capital Cost Opinion plus the additional estimated cost of the Data Storage Center. Please note that the total estimated construction cost does not include the estimated cost of the proposed Compressed Natural Gas Slow-Fill Station referenced as an Alternate in the Capital Cost Opinion. We did not include the estimated value of the Alternate in the computation of the proposed maximum fee. We assume this work will be designed by other consultants, and our team will integrate the information furnished by other consultants into our Construction Documents.

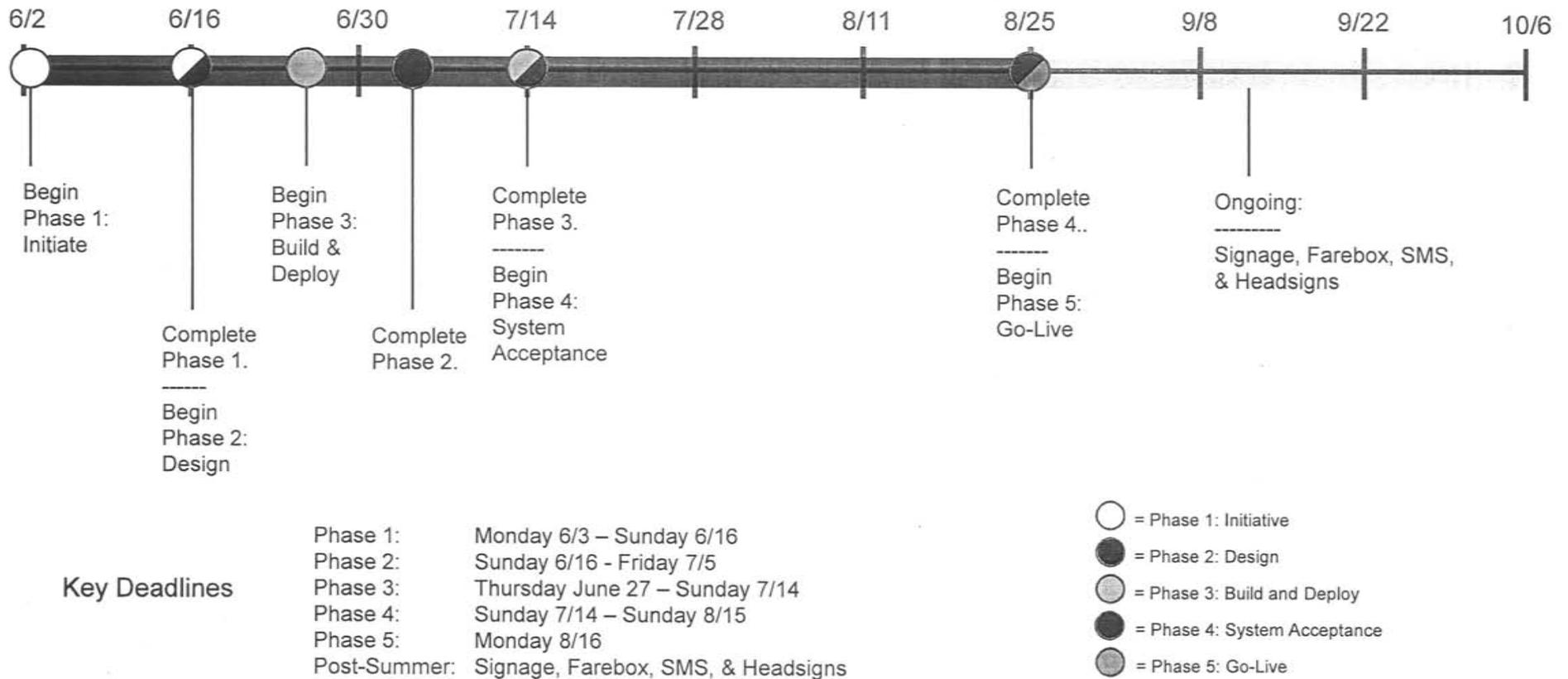
On behalf of the entire Project Consulting Team, we sincerely appreciate the opportunity to submit this proposal for basic design services, and look forward working with the City of Columbia on this very exciting project.

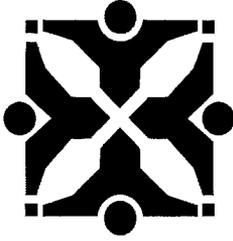
Respectfully,



Brian D. Connell, AIA President  
Connell Architecture, P.C.

# Implementation Timeline





Source: Public Works *goh*

Agenda Item No:

To: City Council  
From: City Manager and Staff *MM*

Council Meeting Date: June 3, 2013

Re: Design Services Contract for the New Solid Waste Administration and Collection Operation Facility

**EXECUTIVE SUMMARY:**

Staff has prepared for Council consideration a resolution authorizing the City Manager to execute an agreement with Connell Architecture, P.C. of Columbia Missouri, to provide design services for the Solid Waste Administration and Collection Operations Facilities building and site work.

**DISCUSSION:**

The Solid Waste division currently operates from two different locations; administration and collection at the Grissum building, and landfill and recovery operations at a 720-acre landfill site located in the northeast part of Columbia. The project objective is to consolidate all solid waste operations at one location, the landfill. The benefit is to improve logistics and to make room for other city operations at the over-crowded Grissum building. The improvements are needed to provide a dual use building for administration staff headquarters and vehicle maintenance, vehicle storage shelters for the collections fleet, site preparation and earthwork for stormwater control, site utilities, and access drives and parking lots for the administration building and collection vehicle storage.

The scope of services for this agreement include: programming/pre-design services, schematic design, final design development, construction documents, bidding phase services, and construction services, for a not to exceed amount of \$372,000. This project has been identified in the Solid Waste CIP as a 2014 construction year project, so it is necessary to start the design process now. The estimated construction cost is \$4,636,000.

**FISCAL IMPACT:**

The agreement for architectural services is for a not to exceed amount of \$372,000. Funds in the amount of \$1,035,680 have already been appropriated to the project. An additional \$3.6M is budgeted in FY2014 from enterprise revenue.

**VISION IMPACT:**

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

Comprehensive, responsive services—from library, to police, emergency, substance abuse, and public works—keep the city clean, safe, and beautiful, and citizens informed and knowledgeable; provide equitable treatment to all, incorporate input from citizens, and support the high quality of life of the community.

**SUGGESTED COUNCIL ACTIONS:**

Approve the resolution authorizing the City Manager to execute an agreement with Connell Architecture, P.C. of Columbia Missouri to provide design services for the Solid Waste Administration and Collection Operations Facilities building and site work.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$1,035,680.00	Duplicates/Expands an existing program?	No	<b>Vision Implementation impact</b>	
Amount of budget amendment needed	\$3,600,000.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		<b>Resources Required</b>		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	3
Operating/ Ongoing	\$0.00	Requires add'l facilities?	Yes	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	