

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 170-11

AN ORDINANCE

authorizing an agreement with Columbia Associates Architecture for the design and construction of the Atkins Memorial Park Baseball Complex concession/restroom building; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute an agreement with Columbia Associates Architecture for the design and construction of the Atkins Memorial Park Baseball Complex concession/restroom building. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2011.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT
For
PROFESSIONAL ARCHITECTURAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
Columbia Associates Architecture
717 Cherry Street
Columbia, Missouri 65205

THIS AGREEMENT made as of the _____ day of June, 2011, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Columbia Associates Architecture, 717 Cherry Street, Columbia, Missouri 65205 hereinafter called the ARCHITECT.

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

Architecture services for the following Project:

Concession-Restroom Building for the Atkins Park Baseball Complex

Scope of Professional Services

Preliminary Building Design Services

ARCHITECT's services include meeting with the CITY to determine the requirements of the new facility. Based on the building program and the conceptual design documents previously generated by the CITY, ARCHITECT will generate a proposed layout of the new facility. The layout will illustrate the size, character, materials, mechanical/electrical systems and site improvements proposed.

The Architect will present the preliminary design to the CITY for review and discussion.

Preliminary Design Documents

The output by the Architect will include, but not be limited to the following:

- Building Code Review
- Proposed Site Plan
- Proposed Floor Plan
- Proposed Exterior Building Elevations
- Three Dimensional views of the Building Exterior and Interiors

Construction Documents

Following approval of the preliminary design by the owner, Columbia Associates will provide construction drawings for the building based on the approved preliminary design documents in sufficient detail to obtain competitive construction proposals, secure the building permits and facilitate the construction of the project. The project will be designed in strict conformance to the International Building Code 2006 standards and City of Columbia building ordinances. The construction documents will be sealed by a Missouri licensed architect and professional structural and mechanical/electrical engineers. The documents will include, but not be limited to the following:

Architectural Documents

- Project Data & Code Review
- Architectural Site Plan
- Overall Building Plan
- Floor Plans & Plan Details
- Reflected Ceiling Plans
- Roof Plan
- Exterior Building Elevations
- Interior Elevations
- Building Sections & Details
- Door and Window Schedules
- Construction Specifications & Bid Documents

Civil Engineering Documents

By Owner or bid separately by a civil engineer

Structural Engineering Documents

- Foundation Plan & Details
- Structural Framing Plans
- Roof Framing Plan

Mechanical/Electrical Engineering Documents

- Utility Site Plan
- Plumbing Plans & Fixture Schedule
- HVAC Plans & Equipment Schedule
- Power Plan
- Lighting Plan & Fixture Schedule

Administration of the Construction Contract

Columbia Associates will provide administration of the construction contract. The work includes serving as the CITY's representative during the construction phase until final approval by the CITY and final payment is made to the Contractor.

The administration work includes, but is not limited to:

- Pre-construction meeting with the Contractors
- On-site inspection services
- Construction documents interpretations and change order reviews
- Substantial completion inspection & punch list
- Final completion & project close out

Cost Breakdown

Design documents	\$15,700
Consulting Engineers	\$ 9,350
Construction Administration	<u>\$ 1,650</u>

Total not-to-exceed cost to conduct above
Referenced Professional Architectural Services **\$26,700.00**

ARCHITECT shall serve as CITY's professional architect 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 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>
Keith Miller – Principal Architect	Architectural
Kathy Miller – Architect	Architectural
Matt Patterson – Technician	Drafting
Crockett Engineering	Structural Engineering
Timberlake Engineering	Mechanical & Electrical Engineering
Terracon	Geotechnical Soil Boring & Engineering Report

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. 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.

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.

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 Mike Snyder, Senior Parks Planner 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 Work shall be started within five calendar days of Notice to Proceed and biddable plans completed within eight weeks from the issuance of the Notice to Proceed. See attachment A for project schedule.

SECTION 6 - PAYMENTS TO ARCHITECT

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:

Principal Architect	\$125.00/hour
CAD	\$75.00/hour

Rates include overhead and profit. The schedule is effective to Jan 1, 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 \$26,700.00**

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: The ARCHITECT shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the ARCHITECT allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and companies satisfactory to the City **which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.**

COMPENSATION INSURANCE: The ARCHITECT shall take out and maintain during the life of this contract, Employers= Liability and Worker's 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 Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the ARCHITECT. Worker=s Compensation coverage shall be statutory with minimum limits of \$500,000.00. Employers= Liability minimum limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's 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.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: The ARCHITECT shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of insurance

shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

AUTOMOBILE PUBLIC LIABILITY AND PROPERTY: The ARCHITECT shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$150,000.00 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, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of the work.

PROOF OF CARRIAGE OF INSURANCE: The ARCHITECT shall furnish the City with Certificate(s) of Insurance which name the City as additional insured in an amount as required in this contract, **contain a description of the project or work to be performed**, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the City has made final acceptance of the facility contracted.

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 act or failure to act, negligent or otherwise, 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 therefore,

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 seven (7) 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.

7.8 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 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 supersede

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By _____
Michael Mathes, City Manager

ATTESTED BY:

By _____
Sheela K. Amin, City Clerk

APPROVED AS TO FORM:

By _____
Fred Boeckmann, City Counselor

CERTIFICATION:

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged: \$55,200.00 to Account No. 440-8800-548.49-90 C00034 MKT Parkway (bridge #12 & #13 replacement) and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By _____
John Blattel, Director of Finance

Columbia Associates architecture

By: Keith Miller

By: KEITH MILLER PRINCIPAL

Estimated Construction Schedule

June 3, 2011

New Concession & Restroom Facility at Atkins Field

Columbia Associates Architecture

P.O. Box 41, Columbia, Missouri 65205

Columbia Parks & Rec Department

573-442-8888

Columbia, Missouri

Construction Services

Time Frame - Month

work categories	June 2011	July 2011	August 2011	September 2011	October 2011	Nov. 2011
release plans for bids		X July 15, 2011				
pre-bid meeting on site			X week of 7/25/2011			
bid date			X Aug. 12, 2011			
analyze bids and award contract			8/15-8/26/2011			
obtain building permits and start construction			X Aug. 29, 2011			
grading						
foundation work						
underground plumbing						
concrete slabs						
building framing						
roofing						
masonry						
mech/elect rough-in						

Construction Services - continued

Time Frame - Month

work categories	Nov. 2011	December 2011	January 2012	February 2012	March 2012	May 2012
insulation						
windows, ext. doors, siding						
gyp board install & finish						
painting						
mech/electrical trim						
flooring						
doors & trim						
cabinetry/equipment						
site utility extensions		final connection to water, sewer and electric can vary				
final grading & seeding						
clean up						
punch list inspections					X substantial completion	
final acceptance & occupancy					X Final Occupancy	
					mid-March 2012	

28 April 2011

Mike Snyder, Senior Parks Designer
Parks & Recreation Department
1507 Business Loop 70 West
Columbia, Missouri 65202

Re: New Baseball Concession Stand
Atkins Field
Columbia Parks & Recreation
Columbia, Missouri

Architectural & Engineering Services Proposal

Project Description

It is the intent of the City to construct a new restroom and concession building. The facility will be designed to be a premier facility to serve regional baseball tournaments.

The building will be put out to bid to competing general contractors. Construction is anticipated to start Fall 2011.

Scope of Professional Services

Preliminary Building Design Services

Our services include meeting with the Owner to determine the requirements of the new facility. Based on the building program and the conceptual design documents previously generated by the Owner, we will generate a proposed layout of the new facility. The layout will illustrate the size, character, materials, mechanical/electrical systems and site improvements proposed.

The Architect will present the preliminary design to the Owner for review and discussion.

Preliminary Design Documents

The output by the Architect will include, but not be limited to the following:

- Building Code Review
- Proposed Site Plan
- Proposed Floor Plan
- Proposed Exterior Building Elevations
- Three Dimensional views of the Building Exterior and Interiors
- Preliminary Cost Estimate

Construction Documents

Following approval of the preliminary design by the owner, Columbia Associates will provide construction drawings for the building based on the approved preliminary design documents in sufficient detail to obtain competitive construction proposals, secure the building permits and facilitate the construction of the project. The project will be designed in strict conformance to

New Concession Facility
Atkins Field, Columbia Parks & Recreation
Columbia, Missouri

the International Building Code 2006 standards and City of Columbia building ordinances. The construction documents will be sealed by a Missouri licensed architect and professional structural and mechanical/electrical engineers. The documents will include, but not be limited to the following:

Architectural Documents

Project Data & Code Review
Architectural Site Plan
Overall Building Plan
Floor Plans & Plan Details
Reflected Ceiling Plans
Roof Plan
Exterior Building Elevations
Interior Elevations
Building Sections & Details
Door and Window Schedules
Construction Specifications & Bid Documents

Civil Engineering Documents

By Owner or bid separately by a civil engineer

Structural Engineering Documents

Foundation Plan & Details
Structural Framing Plans
Roof Framing Plan

Mechanical/Electrical Engineering Documents

Utility Site Plan
Plumbing Plans & Fixture Schedule
HVAC Plans & Equipment Schedule
Power Plan
Lighting Plan & Fixture Schedule

Administration of the Construction Contract

Columbia Associates will provide administration of the construction contract as a separate line item expense. The work includes assisting with the bidding of the project and serving as the Owners representative during the construction phase until final approval by the Owner and final payment is made to the Contractor.

The administration work includes, but is not limited to:

Pre-construction meeting with the Contractors
On-site inspection services

Construction documents interpretations and change order reviews

Substantial completion inspection & punch list
Final completion & project close out

Project Team

Columbia Associates Architecture

Principal in Charge Keith Miller, Architect

Crockett Engineering, structural engineering

Timberlake Engineering, mechanical & electrical engineering

Terracon , geotechnical soil boring & engineering report

Professional Services Fee

Columbia Associates propose to provide the above the design document services for a fee of Twenty Five Thousand Fifty Dollars (\$25,050) plus reimbursable expenses. Administration of the construction contract will be provided for an additional Four Thousand Five Hundred Dollars (\$4,900).

Project Cost Estimates

See Exhibit A: Estimated Project Cost and attached Professional Services Breakdown.

Thank you for the opportunity to quote professional services to you on this project. If you have any questions about this proposal, please feel free to contact me.

Respectfully Submitted,



Keith Miller
Principal Architect

**Proposed Professional Services
Cost Breakdown**

April 28, 2011

**Atkins Fields Concession Stand
Columbia Parks & Recreation Department
Columbia, Missouri**

A <u>Preliminary Building Plans</u>	<u>principal hrs.</u>	<u>CAD hrs</u>	<u>totals</u>
1. Owner meeting, concept review	2	0	
2. Prelim. floor plans & elevations	12	24	
4. totals	14	24	
5. hourly fee	\$125	\$75	
6. Subtotal	\$1,750	\$1,800	\$3,550
B <u>Const. Document Phase</u>			
1. Completed drawings & details	40	60	
2. Construction specs	12	0	
3. Quality assurance review	4	2	
4. client meetings	4	0	
5. totals	60	62	
6. hourly fee	\$125	\$75	
7. Subtotal	\$7,500	\$4,650	\$12,150
Total Architectural Sevices			\$15,700
C <u>Consulting Engineers</u>			
1. Geotechnical Report, Terracon		\$2,000	
2. Structural Engineering, Crockett Engineering		\$3,000	
3. Mech/Elect Engineering, Timberlake Engineering		\$3,500	
5. Consultant Subtotal		\$8,500	
6. 10% coordination fee		850	
 Total Engineering Sevices			 \$9,350
 <u>Total Design Document Services</u>			 \$25,050
C <u>Const. Administration Phase</u>	<u>principal hrs.</u>	<u>CAD hrs</u>	
1. construction bidding	0	0	
2. construct. site visits, field reports	6	0	
3. submittal review	0	0	
4. Owner/contractor progress meetings	0	0	
5. add'l drawings & details	2	2	
6. totals	8	2	
7. hourly fee	\$125	\$75	
8. Subtotal	\$1,000	\$150	\$1,150
Timberlake Engineering			\$500
 Total Construction Observation & Administration Services			 \$1,650

Source: M. Hood
 FISCAL and VISION NOTES:

Agenda Item No. _____

TO: City Council
FROM: City Manager and Staff
DATE: June 10, 2011
RE: Atkins Baseball Concession Architectural and Engineering Agreement

City Fiscal Impact Enter all that apply:	
\$26,700	City's current net FY cost.
\$450,000	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$26,700	Estimated 2 yr net costs:
\$0	One-time
	Operating / On-going
Program impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)
Vision Implementation Impact Enter Below All That Applies: Refer to Website:	
N	Vision Impact? (Y/N or if N, go no further)
#	Primary Vision, Strategy and/or Goal Item#
#	Secondary Vision, Strategy and/or Goal Item#
	FY10/FY11 Implementation Task#

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute an agreement with Columbia Associates for architectural and engineer services associated with the planning and construction of the Atkins Memorial Park Baseball Complex Concession/Restroom building. The fees for this agreement will not exceed \$26,700.

The Columbia Parks & Recreation Department has successfully worked with Columbia Associates on the Antimi Sports Complex Concession/Restroom building. The overall budget for the second phase of improvements to the Atkins Memorial Park Baseball Complex is \$850,000 with funding coming from the 2010 Park Sales Tax. Staff estimates that the final building design will be approximately 3,000 square foot. Based on an estimated \$100-\$150 square foot construction costs, the building will have a budget in the range of \$300,000-\$450,000 placing the architectural and engineering fees at 8.9%-5.9% of the building budget. Once Columbia Associates has prepared a preliminary design, staff will return to Council for their approval and authorization to proceed with the project.

DISCUSSION:

Staff interviewed consultants and recommends entering into an agreement with Columbia Associates, an architectural and engineering firm from Columbia, Missouri. Columbia Associates was selected on the basis of the qualifications of their personnel, experience with similar public concession/restroom projects, and experience working with city staff.

These services shall consist of a thorough site review, meetings with stake holders and development of a conceptual plan for the public and Council review. Following Council approval of the building and project, Columbia Associates will proceed with the development of construction documents for bidding and permit purposes and assist the

department with administration and inspection of the construction project in order to provide technical assistance as necessary to assure a complete and acceptable project.

In 2005, Columbia Associates was paid \$18,061 for the architectural and engineering services for the Antimi Sports Complex Concession/Restroom building. Total cost to construct the Antimi building was \$245,770.

Park planners have already met with stakeholders and users of the Atkins Memorial Park Baseball complex and will provide Columbia Associates with a preliminary program design based on the suggestions of current and future users of the complex.

The overall budget for the second phase of improvements to the Atkins Memorial Park Baseball Complex is \$850,000 with funding coming from the 2010 Park Sales Tax. Major improvements included in this second phase include lights for the third field and a concession/restroom building sized to handle a future five field complex. Staff estimates that the final building size will be approximately 3,000 square foot. Based on an estimated \$100-\$150 square foot construction costs, the building will have a budget in the range of \$300,000-\$450,000 placing the architectural and engineering fees at 8.9%-5.9% of the building budget.

Once Columbia Associates has prepared a preliminary design, staff will return to Council for their approval and authorization to proceed with the project.

FISCAL IMPACT:

The agreement is for a not to exceed amount of \$26,700 for the architectural and engineering services for this project. Funding comes from the Atkins Park Phase II project which has a budget of \$850,000 with funding provided by the 2010 Park Sales Tax. Funding is scheduled over two years with \$450,000 in FY-2011 and \$400,000 in FY-2012. This project was identified in the 2010 Park Sales Tax ballot issue.

VISION IMPACT:

This agreement has no visioning impact.

SUGGESTED COUNCIL ACTIONS:

If the Council concurs, staff suggests approval of the ordinance authorizing the City Manager to execute an agreement with Columbia Associates for architectural and engineering services associated with the construction of the Atkins Baseball Complex Concession/Restroom building.