Request for Qualification

Request for Qualifications (also referred to as RFQu) for Professional Architectural Services for the design of the Historic City Hall Renovation for the City of Springfield, Missouri.

To Whom it may concern:

The City of Springfield is soliciting qualification statements from firms interested in providing Architectural services for the Historic City Hall Renovation located at 830 North Boonville Avenue, Springfield, Missouri.

Background Information:
On November 7, 2017, the Citizens of Springfield, Missouri approved the reauthorization for the continuation of the twenty-seven cent Level Property Tax. The focus of this tax is to fund the construction, acquisition, maintenance, improvement and upgrade of municipal facilities or municipal property and the addition of personnel for public safety. A portion of the revenue generated from the Level Property Tax approved by City Council will fund the design and renovation of the Historic City Hall building located at 830 N. Boonville Avenue. The amount budgeted for construction is $5,945,000.00.

Building History:
The original Historic City Hall building was designed in 1891 as the United States Customhouse and Post Office. The new building officially opened on June 21, 1894. The footprint of the 1891 building design was 6,029 square feet, and the building included a basement, three (3) floors, and an unfinished 4th floor attic. The exterior was constructed of limestone quarried at Stinesville, Indiana. On the south façade the building featured a monumental public entrance with granite steps, platforms, and sills. A secondary public entrance was located on the west elevation adjacent to Boonville Avenue. Other building elements included stone turrets at the northwest and northeast corners, and a rotunda at the southeast corner. The first floor housed the Post Office, federal office space and other support services were located on the 2nd floor, and the federal court was housed on the 3rd floor.

In 1913 a major addition was designed and constructed on the north end of the building and wrapped the east side of the building. The 1st floor addition extended further south than the 2nd and 3rd floors. The basement level was used for building support space. The 1st floor of the addition accommodated a large Workroom and Post Office ancillary spaces. The 2nd floor addition housed various federal offices. The 3rd floor addition housed federal courts including a 2,000 square foot courtroom that now serves as council chambers.

A mailing vestibule addition was designed and constructed in 1921 onto the south elevation of the 1913 addition. It was enlarged in 1927, with four (4) loading docks on both the south and east elevations. Today this wood framed portion of the 1st floor houses office space for the Springfield Fire Department. All but one (1) loading docks have been removed. The one small remaining loading dock and double doors are located on the east façade. A small elevator was added in 1932 in the center of the rotunda stair and is still used today.
The total gross floor area of the Historic City Hall is 41,484 square feet.

In 1908 the City of Springfield acquired the US Customhouse and Post Office property. In 1938 following the opening of a new federal courthouse and post office to the north, the City of Springfield took occupancy of the US Custom House and Post Office building. In November 1992, numerous City offices relocated to the Busch Building, and since then Historic City Hall has housed offices for fire department administration and risk management, as well as overflows from other City sites, in spaces that have been substantially unchanged since the interior renovation prior to the nation’s bicentennial celebration in 1976.

The US Customhouse and Post Office (Historic City Hall) was designated by City Council on October 1, 1973 as an individual historic site on the Springfield Historic Register. It was listed as an individual site to the National Register of Historic Places on June 27, 1979.

Disclaimer:
The historical background information is based on historical documents within the City’s archived drawings of the Historic City Hall building. The documents are available for review upon written request via PWRFQ@springfieldmo.gov to the City Architect.

Project Description:
The City of Springfield seeks to substantially renovate the interior of the historic City Hall to continue as a municipal office and meeting facility with a new vertical circulation core that includes a fire stair for safe means of egress for occupants and an elevator capable of accommodating a gurney for medical emergencies; new mechanical and electrical systems; information technology and security; public restrooms; all supporting office workspaces and Council Chambers. The architect will be a selection committee member for the qualification-based selection for a Construction Manager at Risk (CMAR) for the project.

City staff will provide the selected architect with a program of spaces and project requirements. The architect, in collaboration with the CMAR, will evaluate the program and construction budget in terms of each other prior to commencing basic architectural and engineering services.

As a listed historic site, the project design must conform to requirements of the Springfield Historic Register and the National Register of Historic Places. Although the City does not expect the architect to be an expert in preservation or restoration or renovation of listed sites, successful experience in this area of practice will be deemed to be of benefit to the City.

Sometime after the 1913 addition was completed, there was a fire in the attic. Little information is known about this; however, it appears as the fire damage has been repaired by addition of steel columns and beams and reinforcing damaged wood rafters by sistering the damage rafter with new wood rafters. Smoke damage is still visible in the attic. The architect’s design team shall inspect the attic to verify if repairs are necessary and specify the method of repairs, with the input of the CMAR.

The Architect shall be prepared to enter into a City-approved agreement substantially in conformance with the attached sample City contract (see Exhibit I). In accordance with City Ordinance 10419 (see Exhibit F), the project shall be designed to achieve LEED Silver certification. Identification and means of treating hazardous materials will be by the City and CMAR.
Approximate Timetable for Project:

- **Design Consultant Selection**
  - Commencement – August 2021
  - Completion – January 2022

- **Construction Manager at Risk Selection**
  - Commencement – January 2022
  - Completion – July 2022

- **Pre-Construction Design Phases**
  - Commencement – June 2022
  - Completion – August 2023

- **Continued Professional Design Phases**
  - Commencement – August 2023
  - Completion – June 2025

- **Bidding Phase**
  - Commencement – August 2023
  - Completion – November 2023

- **Construction**
  - Commencement – Nov./Dec. 2023
  - Completion – May/June 2025

*Pre-Construction Design Phases shall include the complete design service phases Pre-Design through Construction Documents for Historic City Hall Renovation including playing a key role in preparing the CMAR RFQ as well as sitting on the selection committee for the Construction Manager at Risk (CMAR).

**Continued Professional Design Phases shall include the complete design services of Bidding through Post Construction Design Phases.

**City Contact During Selection Process:**

Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Qualifications shall be made in writing and submitted via email to the City Architect at PWRFQ@springfieldmo.gov. Verbal communication pertaining to this Request for Qualifications is not acceptable. All correspondence shall be in written/digital format and include the project code “2018-004-CHRN” in the email subject line. A response to questions will be returned as quickly as possible. Clarifications will be posted on the Public Works website via Addendum.

Statement of Qualification submissions shall be named “CHRN-YourFirmName.pdf”. Refer to the Request for Qualifications Selection Schedule for final question deadline date.

The Architecture firm will be selected for negotiation based on demonstrated competence and qualifications submitted for the required work. The specific consultant expectations are attached to this document.
The significant evaluation factors to be used in the selection process by the Selection committee are as follows and listed in descending order of importance:

1. Professional qualifications (Registered Missouri Architect or Engineer license required)
2. Experience in historic preservation projects and working with the local Landmarks Board and the Missouri State Historic Preservation Office in Jefferson City
3. Workload capacity of firm
4. Past performance of accurate probable construction cost and construction documents
5. Familiarity with Springfield, Missouri area design and construction practices
6. Coordination with subconsultants, multiple owner/departments, and community organizations
7. Experience with LEED design

The top-ranking firm will receive a Request for Proposal (RFP) describing the Architectural services identified for the Historic City Hall Renovation. If the proposal is accepted that firm will be awarded the design contract for this project.

Once the selected firm is awarded a contract, that firm will be required to provide Professional Liability Insurance and General Liability Insurance certificates (and endorsements) in the amounts dictated by the State of Missouri Department of Insurance. The current year's insurance requirements are identified in the attached documents for the consultants' convenience. The consultant will also be required to provide proof of compliance with E-Verify provisions of the law and have a current City of Springfield business license.

No reimbursement of travel time or travel expenses shall be paid for or during this project.

The City has identified funding allocated for project. This will include but not limited to professional fees, CMAR pre-construction and construction fees, construction costs, testing costs, contingency, administrative expenses, reproduction costs, and OFCI and/or OFOI items and/or services.

Please be aware that you have a duty to disclose any member of your business that has a position on a City of Springfield board or commission, is a City Council member, a City employee, or the spouse or dependent child of a City employee (see Exhibit G). Failure to do so may render the contract with the City of Springfield void and result in the board member or City Council member forfeiting his or her office or the City employee forfeiting his or her job with the City. Additionally, it may be a violation of state law. If you would like more information on this contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

Please be aware that pursuant to Missouri Revised Statute Sections 34.600 et., seq. a Consultant must provide a written certification of compliance with the Anti-Discrimination Act, RSMo. 34.600 et., seq. that the consultant is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten people (see Exhibit H).

The City of Springfield will not knowingly exclude any person from participation in submitting a statement of qualification or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, national origin, religion, age, sexual orientation, gender identity, veteran’s status, or disability.
The City is committed to providing opportunities to DBE, MBE, and WBE prime consultants and encourages such business enterprises to submit response.

Scope of Work:
The primary scope of work includes the complete professional design services for:

1. Assisting City staff in the preparation of the CMAR RFQ
2. Member of the CMAR RFQ Selection Committee
3. Design services including:
   a. Pre-Design Phase
   b. Schematic Design Phase
   c. Design Development Phase
   d. Construction Document Phase
   e. Bidding Phase
   f. Construction Administration Phase
   g. Post Construction Phase
   h. Probable Cost Estimates are required at the conclusion of each design phase
4. Work with City staff and the CMAR to accomplish the goals of the project
5. Participation in public meetings as required including stakeholders’ meetings such as Landmarks Board and City Council
6. Evaluation of the exterior and interior to identify deficiencies in the building shell including roof, masonry, fenestrations, etc.
7. Providing a design solution that meets all code requirements of the City of Springfield
8. Attending bi-weekly jobsite meeting during construction phase and preparing field reports to document observations

Preliminary Programming:
The preliminary program for the Historic City Hall Renovation shall include:

1. Accessible Vertical Circulation
   a. Elevator large enough to accommodate a gurney in the case of a medical emergency
   b. Fire stair connecting all floors providing a protected means of egress
2. Accessible Men and Women’s Restroom
3. Upgraded Electrical System
4. Upgraded Mechanical System
5. Renovated office space for City Departments
   a. Basement
      i. Archived Storage
      ii. Maintenance/Custodial Office and Storage
   b. 1st Floor
      i. Springfield Fire Department Administration
   c. 2nd Floor
      i. Finance Department (Administration, Accounting and Division of Purchases)
   d. 3rd Floor
      i. City Council Chambers
      ii. Public Information & Civic Engagement (Control Room and Green Room)
Submittal:
Qualified Architecture firms desiring consideration are invited to submit their digital Statement of Qualifications (SOQ) at no cost to PWRFQ@springfieldmo.gov. All digital correspondence shall include the project code “2018-004-CHRN” in the email subject line. SOQ submissions are to be named “CHRN-YourFirmName.pdf”. SOQ submissions are due no later than October 1, 2021 at 3:00 PM central time. Only firms that submit digital SOQ by the deadline date and time will be considered for review of qualifications. Failure to submit a complete SOQ will be considered non-responsive and will not be considered. This is a request for qualifications and not a request for proposal.

Statement of Qualifications submissions shall include:
  - Interested firms are encouraged to provide references and other information which will provide material to the committee regarding their specialized experience with historic renovations of municipal facilities and other similar types of projects.
  - Referring to Standard Form 330 Part I – Section F. Example Project Which Best Illustrate Proposed Team’s Qualification for this Contract. The City will accept up to three (3) example projects. These examples project do not count as part of the ten (10) single sided pages referred to below.
  - **Omit Sections 10 and 11 (only) of Standard Form 330 Part II, General Qualification. For clarification, these sections are listed below:**
    10. Profile of Firm’s Experience and Annual Average Revenue for Last 5 Years
    11. Annual Average Professional Services Revenues of Firm for Last 3 Years.
  - Interested firms are encouraged to review the attached documents regarding the insurance requirements, expectations of consultants, and contract requirements.
  - Interested firms are encouraged to include up to ten (10) additional 8.5 x 11 single sided only pages (if a cover page is included it will be counted as part of the ten (10) additional pages) attached to the Standard Form 330 to reinforce their design experience. SOQs including any more pages than ten (10) additional pages will be considered non-responsive and not be considered. These ten (10) additional pages shall replace Section H of the GSA – FAR Standard Form 330.
  - Interested firms shall submit a completed and signed Certification Regarding Potential Conflicts of Interest (attached Exhibit G). Each subconsultant shall also submit a form. This form will not be included as part of the ten (10) additional pages.
  - Interested firms shall submit a completed and signed Certification of Compliance with Section 34.600 RSMo (attached Exhibit H). Each subconsultant shall also submit a form. This form will not be included as part of the ten (10) additional pages.

A pre-submittal meeting will be held on August 13, 2021 at 10:30 AM at the Springfield Mill & Lumber Classroom, 216 W. Central Street, Springfield, Missouri.

Each firm’s response will be reviewed by a selection committee comprised of representatives from City of Springfield departments including Quality of Place Initiatives, Public Works, Fire Department. Finance Department, and Public Information and Civic Engagement. The qualifications submitted will be evaluated considering the significant evaluation factors as previously outlined on page four (4) in this Request for Qualifications.
Services:
The City of Springfield expects the Firm selected to work closely with City of Springfield employees to provide the services being requested for the Historic City Hall Renovation.

All inquiries and questions regarding this Request for Qualifications should be submitted to PWRFQ@springfieldmo.gov only. It is imperative that all digital correspondence shall include the project code “2018-004-CHRN” in the email subject line.

Typical expectations of Consultant
1. Active CMAR Selection Committee Member
2. Complete design phase services:
   a. Pre-Design phase
   b. Schematic Design phase
   c. Design Development phase
   d. Construction Documents for public bidding
   e. Bidding phase
   f. Construction Administration/Observation phase
3. Development of estimated probable costs for each of the above design phases
4. Weekly Progress Report email notification shall include a minimum of what was accomplished, what is upcoming, schedule status, changes in scope or value added, input needed, relevant issues or concerns
5. Assist City staff with public meetings to present to City Leaders and/or the community as necessary
6. Assist City staff in developing a thorough program as required
7. All field work investigation of current building and site conditions including evaluation of exterior and interior building to develop a thorough and complete scope of work
8. Coordinate historical preservation requirements with organizations such as the Missouri State Historic Preservation Office and the Landmarks Board as well as researching requirements established by Municipal Resolutions such as Resolution 6389 (Exhibit C, dated 05/08/78), Ordinance 24866 (Exhibit D, dated 8/16/05), and the Conservation Easement Agreement (Exhibit I, dated February 27, 2007)
9. Design the renovation to achieve LEED Silver certification as required by Resolution 10419 (Exhibit F, dated 01/08/19)
10. Work closely with City staff in the preparation of construction documents, to fully convey the extent of work required with the standard of workmanship established by the City of Springfield
11. Coordination of owner provided (OFOI) and owner furnished, contractor installed (OFCI) items (see Owner’s Deliverable to Consultants below)
12. Work closely with City of Springfield’s Division of Purchases and Facility Design & Construction Division during the Bidding Phase
13. Coordination and use of the City’s eCity and ProjectDox programs are required for all projects, the submittal of the completed construction documents to BDS to obtain a construction permit
14. Approval of Pay Requests, Change Orders, and Substantial and Final Completion Certificates for complete documentation of each project
15. One set of as built record drawings to be printed or plotted with AutoCAD.dwg and .PDF files to reflect as built conditions and a copy of all electronically produced record drawings on a CD/flash drive. Reasonable effort shall be made to make sure as built drawings are accurate.

Owner’s Deliverables to Consultants
1. The owner will establish the project budget which shall be maintained by the project manager(s).
2. The project manager will be the sole point of contact for the project.
3. The owner will provide legal description and other pertinent site survey information if that is available
4. The owner will provide AutoCAD dwg. files of the basement, first floor, 2nd floor and 3rd floor plans
5. The owner will define OFCI and OFOI items such as furniture, fixtures, equipment, communication backbone and horizontal cabling, and security access control as required.
Request For Qualifications Selection Schedule:

August 2, 2021
    Post Request for Qualifications of Architectural consultants at www.springfieldmo.gov/RFO

August 13, 2021, 10:30 AM
    A Pre-submittal meeting with consultants at Springfield Mill & Lumber Classroom, 216 W. Central Street, Springfield, Missouri

September 3, 2021, 3:00 PM
    Deadline for questions to PWRFO@springfieldmo.gov

September 17, 2021
    Post Final Addendum (if required).

October 1, 2021 at 3:00 PM
    Deadline for submittal of Statement of Qualifications (SOQ) to PWRFO@springfieldmo.gov

October 29, 2021
    Selection committee completes 1st Round submittal review.

November 1, 2021 – November 5, 2021
    Short List Round 2 interviews

November 8, 2021
    Selection committee completes selection of top firm.

January 10, 2022
    Professional Design contract ready for use.

Attachments:
Exhibit A – Construction Phases of Major Additions to Historic City Hall
Exhibit B – Existing Floor Plans of Historic City Hall (Basement through 3rd Floor)
Exhibit C – Resolution 6389 establishing standards for the preservation, restoration, reconstruction, and rehabilitation of City Hall (dated May 8, 1978)
Exhibit D – Ordinance 24866 entering into and accepting a grant from the Nation Park Service to restore the Historic City Hall (dated September 16, 2005)
Exhibit E – Sample Architect Contract
Exhibit F – Springfield Green Building Policy
Exhibit G – Certification Regarding Potential Conflicts of Interest
Exhibit H – Certification Regarding State of Israel
Exhibit I – Conservation Easement Agreement
A RESOLUTION

ESTABLISHING standards for the preservation, restoration, reconstruction and rehabilitation of City Hall.

WHEREAS, the Historical Site Board and the City Council designated City Hall as a historical site; and

WHEREAS, City Hall is presently being nominated to the National Historical Register; and

WHEREAS, in recent years substantial efforts have been made to preserve and restore portions of City Hall to reflect the historical character of City Hall; and

WHEREAS, it is desirable to have uniform standards for the preservation, restoration, reconstruction, and rehabilitation of City Hall;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows:

That City Council hereby finds and declares that preservation, restoration, reconstruction and rehabilitation of City Hall shall be conducted in accordance with the standards attached hereto and incorporated herein by reference as Exhibit A, said standards being designed to insure that the distinguishing original qualities and character of the building be retained and restored in a manner consistent with the guidelines set forth in Exhibit A.

Passed at Meeting: May 8, 1975

[Signatures]

Mayor

City Clerk

City Attorney

City Manager
CITY OF SPRINGFIELD

DEPARTMENT OF PUBLIC WORKS

MUNICIPAL BUILDINGS SECTION

STANDARDS FOR

CITY HALL RESTORATION
1.0 **FORWARD**

This is a preliminary document on which study for refinement and improvement is continuing. It is not self-sufficient and not intended to be. It is furnished as a guide to supplement accepted design practices to be used in the preservation, restoration, reconstruction and rehabilitation of City Hall.

Portions of this document are taken from the "Standards for Rehabilitating Historic Buildings" prepared by the Secretary of the U.S. Department of the Interior.

It is the intent of these standards to insure that any and all construction satisfy the following three conditions.

1.1 Preservation of original design and construction.

1.2 Provide functional use of space for public and employees.

1.3 Maximize energy conservation measures as much as possible within the guidelines of this standard.

2.0 **GENERAL**

2.1 Every reasonable effort shall be made to provide a compatible use for City Hall which requires minimal alteration of the building, structure, or site and its environment.

2.2 The distinguishing original qualities or character of the building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features is prohibited.

2.3 Distinctive stylistic features or examples of skilled craftsmanship which characterize the building, structure or site shall be treated with sensitivity.

2.4 Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

2.5 Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to the building.

2.6 Whenever possible, new additions or alterations shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.
2.7 Retain the basic plan of City Hall to preserve the relationship and size of rooms, corridors, and other spaces. Do not alter the plan by demolishing principal walls, partitions, stairways, etc.

2.8 All preservation, restoration, reconstruction and rehabilitation shall comply with all safety and code requirements in such a manner that the essential character of the building is preserved intact.

2.9 Specific information, interpretation of these standards, questions, etc. should be referred to the Building Committee established jointly by the City Council and City Manager. Approval for any construction, alteration, etc. must be obtained from the Building Committee prior to the start of the project.

3.0 INTERIOR FEATURES

3.1 Retain original material, architectural features, and hardware such as stairs, handrails, balusters, ornamental columns, cornices, baseboards, doors, doorways, windows, mantle pieces, paneling, fireplaces, wood or marble flooring.

3.2 Walls:

3.2.1 Repair or replace where necessary, deteriorated material with new material that duplicates the old as closely as possible. Retain original plaster whenever possible.

3.2.2 Do not install new decorative material and paneling which covers or destroys significant architectural features or was unavailable when the building was constructed, such as plastics or imitation wood wall covering.

3.2.3 Retain original paint colors, wall papers and other decorative motifs. Where necessary use colors, wallpapers or decorative motifs based on the original.

3.2.4 Duplicate material, design, size, finish and color of baseboards used on second and third floor of City Hall in all hallways and rooms.

3.3 Windows and Doors:

3.3.1 Retain and repair existing window and door openings including window sash, glass, lintels, sills, architraves, shutters, doors, pediments, hoods, steps and all hardware. Restore original wood finish where covered with paint.

3.3.2 Where new sash and doors are required, duplicate the material, design, size, hardware, color and finish of those on the second and third floors of City Hall. Do not use hollow-core doors.
3.4 Ceilings:

3.4.1 Retain and repair existing ceilings, including cornices, whenever possible.

3.4.2 Where replacing or repairing is required duplicate ceiling of second and third floors of City Hall.

3.4.3 Do not install "dropped" acoustical ceilings. This destroys the proportions and character of the rooms.

3.4.4 Where ceilings are required to hide mechanical systems use plaster on metal lath or gypsum board with thin coat plaster.

3.5 Floors:

3.5.1 Repair or replace, where necessary, deteriorated material with new material that duplicates the old as closely as possible.

3.5.2 Do not cover marble floors.

3.5.3 Consideration shall be given to the function the area is to be used for in the selection of floor treatment. In no case shall the selected treatment destroy or cover significant historical, architectural or cultural materials. The selection shall be compatible with size, scale, material, color, and character of the area in which it is to be used.

3.6 Mechanical Services:

3.6.1 Install necessary mechanical services in areas and spaces that will require the least possible alteration to the structural integrity and physical appearance of the building.

3.6.2 Make existing mechanical equipment, such as air handling units as inconspicuous as possible. Design covers to be compatible in materials, size, scale, color, and texture with the character and mood of the area in which they are to be located.

3.6.3 Install thermal insulation in attics and in unheated cellars and crawl spaces to conserve energy.

3.6.4 Avoid hanging light fixtures unless they are decorative, and then only if they are characteristic of early lighting fixtures. Use recessed fixtures to provide adequate foot candles for designated area, and to be as inconspicuous as possible.

3.6.5 Use task lighting principles to conserve energy.
4.0 EXTERIOR FEATURES

4.1 Retain original masonry and mortar, whenever possible. Where necessary repair or replace deteriorated material with new material that duplicates the old as closely as possible.

4.2 Repoint only those mortar joints where there is evidence of moisture problems or when sufficient mortar is missing to allow water to stand in joint.

4.3 Duplicate old mortar in composition, color, texture, joint size, method of application, and joint profile.

5.0 FIREPLACES

5.1 Retain and repair existing fireplaces. Whenever possible, existing fireplaces will be made operable.

5.2 Repair or replace, where necessary, deteriorated material with new material that duplicates the old as closely as possible. Mantles and trim on fireplaces are to be identical to those in rooms 202, 204, 207 and 307.

5.3 Those fireplaces that have been framed over shall be exposed except where they have been converted to pipe chases, etc.

6.0 FURNISHINGS

6.1 Council Bill No. 75-535 forbids the removal, from City Hall, of numerous items of personal property including desks, chairs, pictures and other historical items which are in excess of 50 years of age.

6.2 The items in 6.1 should be used where practical. Deteriorated items should be repaired and refinished wherever possible.

6.3 In the event furnishings are to be replaced or new items purchase, they shall be compatible with size, scale, material, color, and character of the area in which they are to be used, and characteristic of the period when the building was constructed.
EXPLANATION TO COUNCIL BILL NO. 28-285

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Establishment of Standards to be used in the preservation, restoration, reconstruction and rehabilitation of City Hall.

REMARKS:

During the past several years, City Hall has been continually remodeled and changed to provide for growth and changing functions of various departments. Most of the remodeling has been done without consideration being given to the stylistic features and original qualities or character of the building.

To insure against further destruction of the distinguishing original qualities or character of the building, structure, or site and its environment, a Building Committee was established jointly by City Council and City Manager. The committee was directed to prepare a set of standards to serve as a guide to supplement accepted design practices for all future remodeling. The standards, when completed, were to be submitted to Council for approval. The attached standards are the results of the committee's efforts.

The Historical Site Board and the City Council established the City Hall building as an historical site, October 1, 1973. At present the building is being nominated to the National historical register. It is for these reasons plus the desire for a functional standard decor throughout City Hall that the committee recommends the adoption of the attached standards.

Submitted by:

Conrad E. Hill

Approved by:

David J. Field
Director of Public Works

Amy Busch
City Manager
AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into and accept a grant from the National Park Service for the purpose of restoring the Historic City Hall, and amending the budget provided for the Public Works Department of the City of Springfield, Missouri, for fiscal year 2005-2006 in the amount of $295,832.

WHEREAS, the City of Springfield, Missouri, has received approval on a grant application from the National Park Service and

WHEREAS, this amendment to the budget for the City of Springfield, Missouri, for the fiscal year 2005-2006 has been approved and recommended by the City Manager of the City of Springfield and the department or agency head concerned.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows:

Section 1 - That the City Manager of the City of Springfield, Missouri, is hereby authorized to accept a grant, substantially in form and content as that document attached hereto and made a part hereof by reference as Exhibit A, and to do all things necessary to carry out the grant, including the execution of contracts as may be required to carry out the grant.

Section 2 - That the budget for the fiscal year 2005-2006 of the Public Works Department of the City of Springfield is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 13, a copy of which is attached hereto and incorporated herein by reference as Exhibit B.
Section 3 - The Council finds that the budget adjustment made above has been recommended by the City Manager and further finds that an emergency exists and the adjustment herein made is necessary to meet the pressing need for public expenditure.

Section 4 - The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Finance Director of the City is hereby authorized to adjust this appropriation by an amount not to exceed 20% of the sum shown in Exhibit B, provided this amount shall not exceed $20,000.

Section 5 - This ordinance shall be in full force and effect from and after passage.

Passed at meeting: September 6, 2005

Attest: , City Clerk

Filed as Ordinance: September 6, 2005

Approved as to form: , City Attorney

Approved for Council action: , City Manager
EXPLANATION TO COUNCIL BILL NO. 2005-

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the City Manager to accept a grant of $295,832 from the National Park Service for the purpose of restoring the Historic City Hall and amending the budget provided for the Public Works Department of the City of Springfield, Missouri, for fiscal year 2005-2006 in the amount of $295,832.

REMARKS:

This bill authorizes acceptance of a National Park Service Saving America's Treasures Grant. These funds are the result of a Congressional earmark in the federal FY2005 Budget. Grant funds will be matched by local funding and will be used to remove the non-original building annex and restore the newly exposed façade, to remove and replace the cooling tower, and to replace the HVAC system. This project is part of a larger effort to restore the Historic City Hall.

Submitted by: Ralph Regenscheidt
Planning and Development

Approved by: [Signature]
City Manager

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# Revenues: TC 24 & 77

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<td>Historic City Hall Restoration - National Park Service Federal Grant</td>
</tr>
</tbody>
</table>

**NET REVENUE ADJUSTMENT**: 295,832

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# Expenditures: TC 27 & 77

<table>
<thead>
<tr>
<th>FUND</th>
<th>ORG.</th>
<th>ACCT.</th>
<th>LOCATION</th>
<th>ACTIVITY</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
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<tr>
<td>4312</td>
<td>4129</td>
<td>58810</td>
<td>0000</td>
<td>2483</td>
<td>295,832</td>
<td>Historic City Hall Restoration - National Park Service Federal Grant</td>
</tr>
</tbody>
</table>

**NET EXPENDITURE ADJUSTMENT**: 295,832

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**Fund Balance:**

<table>
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<th>Fund</th>
<th>Fund Title</th>
<th>Amount</th>
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<tbody>
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<td>0</td>
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</tbody>
</table>

**Explanation:** To appropriate federal grant revenues from the National Park Service and expenses for the purpose of restoring Historic City Hall under the Saving America's Treasures Program.

**Requested By:**

**Approved By:**

**Authorization**

**Council Bill No.**

**Effective Date**
Dear Ms. Smith,

As part of the Federal Save America's Treasures initiative to preserve significant historic properties and collections, I am pleased to inform you that your organization has been awarded a matching grant award of $295,832 for preservation work on City Hall in Springfield, Missouri. Your project was chosen by the Congress and identified in the Fiscal Year 2005 Appropriations Act. Congratulations! (Congress imposed an across-the-board decrease in all Federal spending in 2005, which reduced your grant from $300,000 to $295,832).

In order to receive these funds, your office must complete and submit a Project Information workplan summarizing what will be accomplished with this grant and matching share, as well as a budget outlining the proposed expenditure of these funds and required nonfederal matching share. The required nonfederal matching share of $295,832 must come from nonfederal sources, and must be expended during the grant period for work on this project. Activities to be supported must be those which are directly related to and necessary for the repair and preservation of the historic property or collection identified in the Appropriation Act. Allowable costs include staff salaries, travel, consultants, construction materials, and equipment, among others.

I am pleased that your organization has been selected to receive funding from the Save America’s Treasures grant program. After you return the attached Project Information Form, we will send you a Grant Agreement to sign. If you have any questions, please feel free to email or call me. Thanks.

(See attached file: 2005 Project Info Form - earmarks.doc)

Megan Brown
National Park Service
Heritage Preservation Services
202-354-2062
202-371-1794 fax
megan_brown@nps.gov
## AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT, made and entered into this _____ day of ________________, 20__, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Springfield desires to engage the Architect to render certain technical and professional services hereafter described in connection with a project known as ____________________________________________, more particularly described in Exhibit A; WHEREAS, the Architect made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and WHEREAS, the Architect represents Architect is licensed by the Missouri Board for Architects, Professional Architects, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of an Architect licensed by the Missouri Board for Architects, Professional Architects, and Land Surveyors; NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Architect as follows:

1. **Services.** The City agrees to engage the services of the Architect and the Architect agrees to perform the services hereinafter set forth in connection with projects described in Exhibit A.

2. **Addition to Services.** The City may add to the Architectural services or delete therefrom activities of a similar nature to those set forth in Exhibit A, provided that the total cost of such work does not exceed the fixed sum set forth below. The Architect shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the office of the City Manager and shall be accepted and countersigned by the Architect.

3. **Exchange of Data.** All information, data, and reports as are in the City’s possession and necessary for the carrying out of the work, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel.** The Architect represents that Architect will secure at Architect’s own expense, all personnel required to perform the services called for under this contract by Architect. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Architect. All of the services required hereunder will be performed by the Architect or under Architect’s direct supervision and all 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 contract shall be subcontracted without the written approval of the City.
5. **Term.** The services of the Architect shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as Exhibit A.

6. **Costs not to Exceed.** The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Architect providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Architect shall notify the City if Architect anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Architect shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

7. **Payment.**

a. Conditioned upon acceptable performance. The City agrees to pay the Architect in accordance with the terms set forth in Exhibit A, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Architect for services rendered under this contract, the 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 in accordance with the schedule and description of services set forth in Exhibit A.

b. **Total compensation not to exceed** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this contract exceed the sum of _______________________________ Dollars ($__________).

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Architect to fulfill Architect’s obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; 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 Architect 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, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall be disposed of at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.

b. **Right to terminate in the absence of breach.** Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days’ notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall be disposed of at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

9. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. Architect 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 contract. The Architect further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Architect shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Architect from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Architect under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Architect without prior written approval of the City.

12. **Discrimination.** The Architect agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Architect or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

   a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

   b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. The Architect agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Architect or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **Occupational License.** The Architect shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Architect. No contract will be executed by the City until this occupational license has been obtained.

15. **Compliance with Laws.** Architect agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Architect affirmatively states that payment of all local, state, and federal taxes and assessments owed by Architect is current.

16. **Affidavit for Contracts Over $5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Architect is associated with a business entity, Architect shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

17. **Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act).** That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This
section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

18. **Nonresident/Foreign Contractors.** The Architect shall procure and maintain during the life of this contract:

a. If the Architect is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

19. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Architect will be an independent contractor and not the 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. The Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's activities and responsibilities hereunder. The Architect 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 the Architect and the City, and the City will not be liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

20. **City Benefits.** The Architect shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker’s Compensation Program of the City.

21. **Liability and Indemnity.** The parties mutually agree to the following:

a. The Architect shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Architect's (or any of Architect’s subcontractors) violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this contract, provided that the Architect is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Architect shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys’ fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Architect for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

22. **Attorney Fees.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

23. **Insurance.** Without limiting any of the other obligations or liabilities of the Architect, the Architect shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the Architect to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Architect to maintain coverage shall not relieve it of any contractual responsibility or obligation under the Contract Documents.
The certificates of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with the City at the time that this contract is signed by the Architect. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php.)

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. **Workers' Compensation**...Statutory coverage per RSMo 287.010 et seq

   **Employer's Liability**........... $1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an “Occurrence Form Basis” with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and 00/100 Dollars ($2,940,868) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and 00/100 Dollars ($441,130) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Architect agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorney fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Architect, its employees, officers or agents. Architect agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and 00/100 Dollars ($2,940,868) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and 00/100 Dollars ($441,130) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Errors and Omissions Insurance**. The Architect shall maintain a professional liability insurance policy in the amount of $1,000,000.00 and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. **Subcontracts**. In case any or all of this work is sublet, the Architect shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. **Notice**. The Architect and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

g. **Legislative or Judicial Changes**. In the event the scope or extent of the City’s tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Architect, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor’s actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such
additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

24. Ownership of Documents. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylar’s of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

25. Notices. All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

26. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

27. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED FOR APPROVAL

Choose

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

______________________________
Director of Finance or Acting Director

APPROVED AS TO FORM

______________________________
City Attorney or Assistant City Attorney

Architect:

______________________________
By: ____________________________

Printed Name: ____________________

Title: ____________________________

Date: ____________________________

If Architect is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned c  Women Owned c  Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

______________________________
By: ____________________________

City Manager or his/her designee

Date: ____________________________
CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City’s Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

***If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment***

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.

4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.

5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

____________________________________________________________________________

Vendor Certification:

I certify the information above is true and accurate.

By: ________________________________

Title: ________________________________

Company: ________________________________

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.
COUNCIL BILL 2019-001 RESOLUTION 10419

A RESOLUTION

REPLACING the Green Building Policy for the City of Springfield, by repealing Resolutions 9854 and 9573 and adopting a new Green Building Policy.

WHEREAS, the Springfield/Greene County Vision 20/20 Comprehensive Plan sets forth goals for preserving and improving the natural and built environment of the City, protecting the health of its residents and visitors, and fostering its economy; and

WHEREAS, the City of Springfield recognizes and accepts its responsibility to implement and promote building practices that protect Springfield’s natural and built environment; and

WHEREAS, green building is a whole-systems approach to the design, construction, and operation of buildings that employs materials and methods that promote natural resource conservation, energy efficiency, and good indoor air quality; and

WHEREAS, green building design, construction, and operation has been shown to, among other things: minimize the expense of operating a building by incorporating energy and water-efficient technologies and landscaping; reduce construction and demolition waste; improve indoor air quality; and promote long-term economic efficiency; and

WHEREAS, the Leadership in Energy and Environmental Design ("LEED") Green Building Rating System and Certification is a nationally recognized standard for excellence in facility design and has multiple levels of certification; and

WHEREAS, the Springfield City Council finds that green design and construction decisions made by the City in the construction and remodeling of City buildings can result in significant cost savings to the City over the life of the buildings.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – This Resolution shall be referred to as the “City of Springfield Green
Building Policy.” City Council hereby adopts the “City of Springfield Green Building Policy” and repeals Resolutions 9854 and 9573, it being Council’s intent that the Policy reflected in this Resolution be adopted in lieu of any previously adopted Green Building Policy. This policy reflects the City’s commitment to encouraging environmentally sensitive construction practices in the City of Springfield by utilizing, for City-owned buildings, construction practices that meet the prerequisites and performance benchmarks of the most recent version of the Leadership in Energy and Environmental Design (“LEED”) as published by the United States Green Building Council.

Section 2 – Green building design, construction, and operation furthers the goals set forth in the Springfield/Greene County Vision 20/20 Comprehensive Plan.

Section 3 – City Council hereby declares that all new City-owned buildings intended for human occupation shall be designed and built to achieve at least LEED Silver certification. The City shall utilize the most recent version of the LEED rating system, applicable for the building’s type, in effect at the time that the construction project is bid. City Council further declares that the City shall strive to achieve higher certification levels (Gold or Platinum) whenever project resources and conditions permit.

Section 4 – City Council hereby declares that all new City buildings not intended for human occupation shall be designed, contracted, and built to include as many prerequisites and performance benchmarks of the LEED rating system as possible, utilizing the most recent version of the rating system, applicable for the building’s type, at the time the project is bid. Buildings not intended for human occupation include utility, material, and equipment storage type structures, structures where occupancy is typically intermittent, and structures not designed to have climate control equipment installed.

Section 5 – City Council hereby declares that all future renovations of City buildings shall be designed and built to include all prerequisites and as many performance benchmarks of the most current version of the LEED rating system applicable for the building type at the time the renovation project is bid.

Section 6 – City Council, to maintain tight control over the cost of City building projects, qualifies this Green Building Policy to require, for projects that cannot achieve the required LEED Silver rating due to costs, that at a minimum all new equipment installed in the building shall be Energy Star labeled where applicable. Reuse of old equipment is acceptable but when replaced shall also be Energy Star qualified where applicable.

Section 7 – The City Manager is hereby authorized and empowered to grant exceptions to this Policy when he deems it appropriate. The City Manager shall provide a written report to City Council with an explanation for the exception. If the City Manager determines an exception to the Policy should be granted that will not allow the project to achieve at least LEED Silver certification, the City Manager shall provide a written report to City Council explaining how the determination was made and shall seek written feedback from City Council members. If, within five business days, at least three City
Council members have submitted written objections to the exception, then the full City Council shall take up the matter as soon as practicable for a final decision.

Section 8 – This Resolution shall be in full force and effect from and after passage.

Passed at meeting: **January 14, 2019**

Attest: **[Signature]**, City Clerk

Filed as Resolution: **January 14, 2019**

Approved as to form: **[Signature]**, Assistant City Attorney

Approved for Council action: **[Signature]**, City Manager
EXPLANATION TO COUNCIL BILL 2019-001

FILED: 01-08-19

ORIGINATING DEPARTMENT: Planning and Development and Public Works

PURPOSE: Replacing the Green Building Policy for the City of Springfield, by repealing Resolutions 9854 and 9573 and adopting a new Green Building Policy.

BACKGROUND INFORMATION: The Springfield Green Building Policy (“Policy”) was adopted in February 2008 by Resolution 9854 and amended in October 2011 to update the policy to reflect changes to the Leadership in Energy and Environmental Design (“LEED”) rating system. The previous and the new Policies apply the LEED Silver Rating System to all new construction and major renovation of city-owned buildings intended for human occupation.

City staff conducted a review of the current Policy in October and November 2018. Since the Policy was adopted, one building has been LEED Certified (Botanical Center which began prior to adoption), five buildings achieved LEED Silver Certification, and two buildings achieved LEED Gold Certification. An additional seven new facilities and seven major renovations will be affected by this Policy over the next decade based on current plans and funding allocations. Since the LEED 2009 Rating System referenced in the existing policy has been replaced with LEED v4, there is a need to update the policy to reflect and apply the most current LEED Standard. Utilization of the current LEED v4 removes the percentages assigned to various scoring categories in the previously adopted Policy.

REMARKS: The Green Building Policy upholds the Vision 20/20 Comprehensive Plan goals for preserving and improving the natural and built environment. The City accepts its responsibility as a leader in green building practices, incorporating energy and water-efficiencies, reduction of construction waste, improved landscaping, air quality, and long-term economic efficiency. Staff plans to review the policy as necessary and provide updates to City Council and may recommend additional policy changes in the future.

Submitted by:

Olivia Hough, Senior Planner

Recommended by: Approved by:

Collin Quigley, Deputy City Manager
Jason Gage, City Manager
November 26, 2018

Springfield City Council
Busch Municipal Building
840 Boonville Ave., 4th Floor
Springfield, MO 65802

RE: Green Building Policy

Dear City Council Members:

The Springfield/Greene County Environmental Advisory Board (EAB) encourages the continuance of the sustainable building practices defined by the City of Springfield Green Building Policy. Based on information provided to the EAB regarding the experience since adoption/implementation of the policy, as well as industry changes in sustainable practices (certified and otherwise), we also acknowledge the need for revisions to the current policy to allow for flexible, practical application of the intent of the policy. We recommend Council consider making changes to the existing policy to revise the minimum percentages applied to various Leadership in Energy and Environmental Design (LEED) categories (such as the use of Energy Star ratings for mechanical equipment) and amend the LEED certification language to reflect the current version.

The EAB is hopeful that the above recommendations can be a short-term update to accommodate the timely release of Requests for Quotation (RFQs) for various upcoming design projects. In the longer term, we encourage Council and staff to set a schedule to thoroughly revisit the policy and consider 1) inclusion of other nationally recognized green building standards, 2) whether or not to pursue Certification following design/construction to green building standards, and 3) incorporation of appropriate metrics by which the policy is evaluated during future review cycles.

If desired, the EAB is available to review any draft of the resolution prior to Council discussion and vote and offer further recommendations.

Sincerely,
The Springfield / Greene County Environmental Advisory Board

David Vaughan, Chair

cc: Jason Gage, City Manager
Collin Quigley, Assistant City Manager
Anita Cotter, City Clerk
CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City’s Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

***If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment***

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.

4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.

5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

____________________________________________________________________________

Vendor Certification:

I certify the information above is true and accurate.

____________________________________________
By: _______________________________________

Title: _______________________________________

Company: ___________________________________

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.
Certification of Compliance with Section 34.600 RSMo., et seq.
Effective August 28, 2020
(Does not apply to contracts totaling less than $100,000.00, or fewer than 10 employees.)

I am ________________________ (name), and am the _________________________(title) of ____________________________(company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

[initial one]

_____. I hereby certify that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in 34.600 RSMo., et seq.

Or:

_____. The business employs less than 10 employees.

______________________________________________
Company Name

______________________________________________
Signature

______________________________________________
Printed Name and Title
CONSERVATION EASEMENT AGREEMENT
For a Save America’s Treasure’s Grant (Historic Building)

INTRODUCTION. This conservation easement agreement is made this 27th day of February, 2007, by the City of Springfield, Missouri, as Grantor of a conservation easement (hereinafter referred to as “Grantor”) and in favor of the State of Missouri acting through the State Historic Preservation Office of the Missouri Department of Natural Resources as Grantee of the conservation easement (hereinafter referred to as “Grantee”). Grantee enters this conservation easement under Missouri RSMo § 253.403 for the purpose of preserving the “U.S. Customhouse and Post Office” (Historic City Hall).

I. The Subject Property. (“U.S. Customhouse and Post Office”) is comprised essentially of grounds, collateral, appurtenances, and improvements and is currently known as the Historic City Hall building. This agreement creates a conservation easement in real estate legally described as:

Lot 10 and the South 8 feet of Lot 9 of J. S. Waddill’s Addition to the City of Springfield, Greene County, Missouri, according to the recorded plat thereof. Also, lying and being in Springfield, Greene County, Missouri; beginning at a point being the intersection of the easterly side of Boonville Avenue with the Northerly side of Brower Street; running thence in a Northwardly direction along the Easterly side of Boonville Avenue a distance of 200.18 feet (recorded deed dimensions 200 feet) to a point in the Southwesterly corner of land now or formerly of the City of Springfield; thence in a Eastwardly direction along the Southerly boundary of said land now or formerly of the City of Springfield a distance of 129.74 feet (recorded deed dimensions 123 feet) to a point in the Westerly side of Fulton Avenue; thence in a Southwardly direction along the Westerly side of Fulton Avenue a distance of 200 feet to a point in the Northerly side of Brower Street; thence in a Westwardly direction along the Northerly side of Brower Street a distance of 121.25 feet (recorded deed dimensions 123 feet) to the point of place of beginning; together with the building thereon (As recorded in Book 652 at page 68) and with the cross easements for ingress and egress over, across and through the adjacent public parking areas, roadways and rights of way within the Government Plaza Complex. Except that portion deeded for the right of way of Boonville to the State of Missouri in Book 1123 at page 656.
The Subject Property is the site of the Historic City Hall, located at 830 Boonville, Springfield, Greene County, Missouri (hereinafter referred to as the “Property”), which is owned in fee-simple by the Grantor and is listed on the National Register of Historic Places as the “U.S. Customhouse and Post Office”.

II. **Grant of Conservation Easement.** In consideration of the sum of $295,832.00 for installation of new electrical service and mechanical heating/cooling equipment in the basement of Historic City Hall, received in grant-in-aid assistance through the National Park Service, United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Property for the purpose of assuring preservation of the Property.

III. **Easement Required for Federal Grant.** This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Save America’s Treasures Grant Program.

IV. **Conditions of Easement:**

a. **Duration.** This easement is granted for a period of fifty (50) years commencing on the date filed with the Greene County Recorder.

b. **Documentation of condition of Historic City Hall at time of grant of this easement.** In order to make more certain the full extent of Grantor’s obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Property, including significant interior elements in Spatial context, a list of character-defining materials, features, and spaces, including archaeological features (if known) is incorporated as Exhibit “A” at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the floor plans. To complement Exhibit “A”, Grantee personnel have compiled a photographic record of the building as it exists, both prior and subsequent to the work performed using the NPS grant. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in Grantee’s conservation easement file for the Property.

c. **Restrictions on activities that would affect historically significant components of the Property.** The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant, interior spaces and features identified in Exhibit “A”,
either construction materials, architectural details, form, fenestration, height of Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such written reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet with the Secretary of the Interior’s Standards for the Treatment of Historic Properties (hereinafter referred to as the “Standards”).

d. Duty to maintain the property. The Grantor agrees to assume the cost of the continued maintenance and repair of said property so as to preserve the architectural, historical, or archeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.

e. Restrictions on activities that would affect archaeological resources. The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archaeological resources identified in Exhibit “A” without prior written permission of the Grantee affirming that such work will meet the Secretary of the Interior’s “Standards for Archeology and Historic Preservation”.

f. Maintenance of recovered materials. The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the Standards for Archeology and Historic Preservation or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.

g. Public access. The building is a City Government facility, and, as such, contains offices and places of public assembly; it is open to the public on a continuing basis. Should this access change, the dates and times when the property will be open to the public must be annually published and provided to the Grantee. The Grantor agrees to provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. At the Grantor’s option, the property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charges at similar facilities in the area.

h. Right to inspect. The Grantor agrees that the Grantee, its agents and designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.
i. **Anti-discrimination.** The City of Springfield, Missouri agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the State of Missouri, SHPO Office.

"To comply with the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act when interior public access is required at least 12 days per year and at other times by appointment, it is not required that every part of the property be made accessible to and usable by disabled persons by means of physical alterations. That is, for public access periods, videos, slide presentations, and/or other audio-visual material and devices should be used to depict otherwise inaccessible areas or features."

j. **Easement shall run with the land; conditions on conveyance.** This conservation easement shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property, the Subject Property, or any part thereof.

k. **Casualty, Damage, or Destruction.** In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Property, the Grantee determines that the features, materials, appearance, workmanship, and environment which made the Property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register and the Grantee in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Property from the National Register. If the Property is removed, the Grantee will then notify the Grantor that this agreement is null and void. If the damage or destruction that warrants the Property's removal from the National Register is caused by the gross negligence of city managers of the Grantor or future Owner, then the Grantee will initiate requisite legal action.
to recover, at a minimum, the Federal grant funds applied to the property, which will then be turned over to the U.S. Treasury.

1. **Enforcement.** The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the Property, finds what appears to be a violation, Grantee shall notify Grantor in writing of the violation. If an adequate response is not sent from Grantor to Grantee within 30 days after receipt of the written notification, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical, and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. Grantee may also ask a court to issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the Grantee may ask the court to require the Grantor to reimburse the Grantee and the Missouri Attorney General for all the State’s expenses in stopping, preventing, and correcting the violation, except for attorney’s or expert witness’s fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

m. **Amendments:** Grantor and Grantee may by mutual written agreement jointly amend this easement, provided the amendment shall be consistent with the preservation purpose of this easement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed by Grantor and Grantee, and, if it affects the Keeper of the National Register, by that Keeper, refers expressly to this easement, and is filed with the Greene County Recorder.

n. **Effective date; severability.** This conservation easement shall become effective when the Grantor files it in the Office of the Recorder of Greene County, Missouri, with a copy of the recorded instrument provided to the Grantee for its file. If any part of this conservation-easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced by the Grantor and Grantee, and, if the keeper of the National Register is affected, by that Keeper as if the conservation agreement does not contain the particular part held to be invalid.
GRANTOR: City of Springfield

By: 

[Signature]
Gary Deaver, Mayor Pro Tem

Approved as to form:

[Signature]
Duke McDonald, Assistant City Attorney

STATE OF MISSOURI )
COUNTY OF GREENE )

On this 27 day of February, 2008, before me appeared Gary Deaver,
in his capacity as Mayor Pro Tem for the city of Springfield, Missouri, to me personally known
to be the person described herein and who executed the foregoing instrument, and as his free act
and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in the County
and State aforesaid, the day and year above written.

[Signature]
Notary Public

[Seal]
Anita J. Cotter
Printed Name
GRANTEE: Missouri Department of Natural Resources

By: [Signature]

Doyle Childers, Director and State Historic Preservation Officer

STATE OF MISSOURI

COUNTY OF COLE

On this 11th day of Feb 2008, before me personally appeared Doyle Childers, in his capacity as Director and State Historic Preservation Officer for the Missouri Department of Natural Resources, to be known to be the person described herein and who executed the foregoing instrument, and as his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year above written.

[Signature]
Notary Public

[Signature]
Printed Name

[Seal]

[Seal Information]
EXHIBIT “A” TO CONSERVATION EASEMENT AGREEMENT

“U.S. Customhouse and Post Office” (Historic City Hall), Springfield, Missouri

To remain eligible for listing on the National Register of Historic Places, a property must be able to convey its significance. The following character-defining features have been identified as those that help convey the significance of the Historic City Hall (photographic documentation is attached).

**Significant Interior Spaces and Features**

All interior work in this project occurs in the basement, which is primarily foundation walls and structural columns; no known significant features in basement.

**Significant Exterior Spaces and Features**

Exterior work for this project includes only demolition of a cooling tower near the main south entrance to the building (this tower was added 50-60 years ago) and installation of a new chiller in the parking lot north of the building; no other affect on exterior features of building.

**Significant Archaeological Features**

None known.