

RESOLUTION NO. 2016-33

A RESOLUTION AUTHORIZING THE EXECUTION BY THE CHAIRMAN OF THE DISTRICT OF AN AGREEMENT BETWEEN THE DISTRICT AND GROVE CONSTRUCTION, FOR CONSTRUCTION SERVICES OF THE FIRST THREE LIGHT HUB OF THE GATEWAYS PROJECT

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

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

WHEREAS, Grove Construction ("GROVE CONSTRUCTION") submitted the proposal/agreement to construct for the first three light hubs of the Gateways Project attached hereto as Exhibit A; and

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


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

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

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


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

Passed this 9th day of August, 2016.


_____, Chairman of the Board of
Directors

(SEAL)

Attest:


_____, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2016-33**

Grove Construction Agreement

Grove Construction, LLC

900 Rangeline St | Columbia, MO 65201 | Phone: 573-777-9599 | Fax: 573-234-9599
www.groveconstruction.com | info@groveconstruction.com



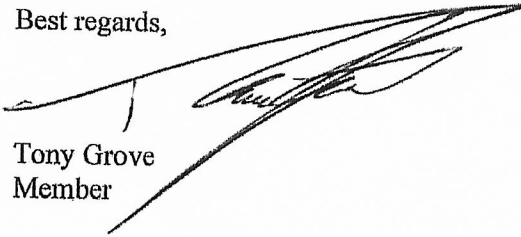
August 3, 2016

Board of Directors
Community Improvement District
11 S. Tenth Street, Top Floor
Columbia, Missouri 65201

Dear Board of Directors:

I am sending this letter to inform all parties that Grove Construction, LLC will be performing the District Gateway Light Hub project located in The District of Downtown Columbia, Missouri. I acknowledge that I, Tony Grove, am currently a member of the CID board and my company, Grove Construction, LLC, is performing the work. I have abstained from the board vote to decide upon the approval of the project.

Best regards,

A handwritten signature in black ink, appearing to read 'Tony Grove', written over a horizontal line.

Tony Grove
Member

 **AIA**[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 3rd day of August
in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Community Improvement District
11 S. Tenth Street, Top Floor
Columbia, Missouri 65201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:
(Name, legal status, address and other information)

Grove Construction, LLC
900 Rangeline Street
Columbia, Missouri 65201
Tony Grove, Member

for the following Project:
(Name, location and detailed description)

District Gateway Light Hubs
Downtown, Columbia, Missouri

The Architect:
(Name, legal status, address and other information)

A Civil Group
3401 Broadway Business Park Court, Suite 105
Columbia, Missouri 65203

The Owner and Contractor agree as follows.

Int.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of commencement shall be August 23, 2016 with a substantial completion date of October 26, 2016.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

init.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than sixty-five days (65) days from the date of commencement, or as follows: *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents. *(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one hundred thirty thousand two hundred eighty dollars and 70/100 Dollars (\$ 130,280.70), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: *(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 4.3 Unit prices, if any: *(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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Init.

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price (\$0.00)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (_____ %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

Init.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Int.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information)

Community Improvement District
11 S. Tenth Street, Top Floor
Columbia, Missouri 65201

§ 8.4 The Contractor's representative:
(Name, address and other information)

Grove Construction, LLC
900 Rangeline Street
Columbia, Missouri 65201
Tony Grove, Member

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

Init.

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§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Plans dated May 18, 2016 by A Civil Group entitled District Hub Stories.

Section	Title	Date	Pages
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Int.

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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Plans dated May 18, 2016 by A Civil Group entitled District Hub Stories.

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Int.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.


(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement entered into as of the day and year first written above.

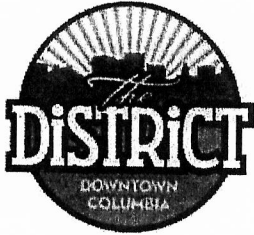

OWNER (Signature)


CONTRACTOR (Signature)

Michael S. Wagner
(Printed name and title)

Tony Grove, Member
(Printed name and title)

Int.



DATE: June 09, 2016

1: INVITATION FOR BID

2: DESCRIPTION OF WORK: The District Light Hubs Project

The construction of three (3) separate Light Hub projects in downtown Columbia, Missouri. The Light Hub projects involve the installation of street light poles, structural foundations, public art, lighting and sidewalks in three (3) locations:

- 1) Active Recreation Light Hub: The right-of-way of South 4th Street, approximately 40'-0" north of the centerline intersection of 4th Street and Cherry Street.
- 2) Sharp End Light Hub: The right-of-way of Walnut Street, approximately 110'-0" east of the centerline intersection of 5th Street and Walnut Street.
- 3) Arts District Light Hub: The right-of-way of North 10th Street, approximately 40'-0" south of the centerline intersection of 10th Street and Ash Street.

3: PRE-BID CONFERENCE:

Date: June 15, 2016 at 9:00 a.m.

Location: Board Room of The District Offices

11 South Tenth Street
Columbia, Missouri 65201
(573) 442-6816

4: SEALED BID DELIVERY

Date: July 8, 2016

Sealed bids must be received by Noon. Bids must include three (3) hard copies and one digital file of the proposed bid.

Location: Board Room of The District Offices

11 South Tenth Street
Columbia, Missouri 65201
(573) 442-6816
kessing@discoverthedistrict.com

TYPE	AMOUNT
A. Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/\$500,000
B. Commercial General (public) Liability Insurance	
a. General Aggregate limit	\$2,000,000
b. Products & Completed Operations limit	\$2,000,000
c. Personal & Advertising Injury limit	\$1,000,000
d. Each Occurrence limit	\$1,000,000
<i>The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual liability</i>	
C. Broad form property damage, to include fire legal liability	\$50,000 per occurrence
D. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit (CSL) of \$1,000,000
b. Non-owned vehicles	
c. Hired vehicles	
E. Umbrella Coverage	\$5,000,000

Employment Standards

Vendor is expected to provide employment standards for recruiting staff, conducting employee background checks, drug testing, grooming and other personnel policies and practices and policies for working in inclement weather.

Disclaimer

The CID, and its respective officers, directors, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this IFB. Further, the CID does not warrant or make any representation as to the quality, content, accuracy or completeness of the information, text, graphics or any other facet of this IFB, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connect with any website on which this IFB has been posted, or in connection with any other electronic medium utilized by the respondents or potential respondents in connection with or otherwise related to this IFB.

Questions

Respondents may submit questions and/or request clarifications from the CID by submitting them in writing to the contact person at the contact person's email address listed below.

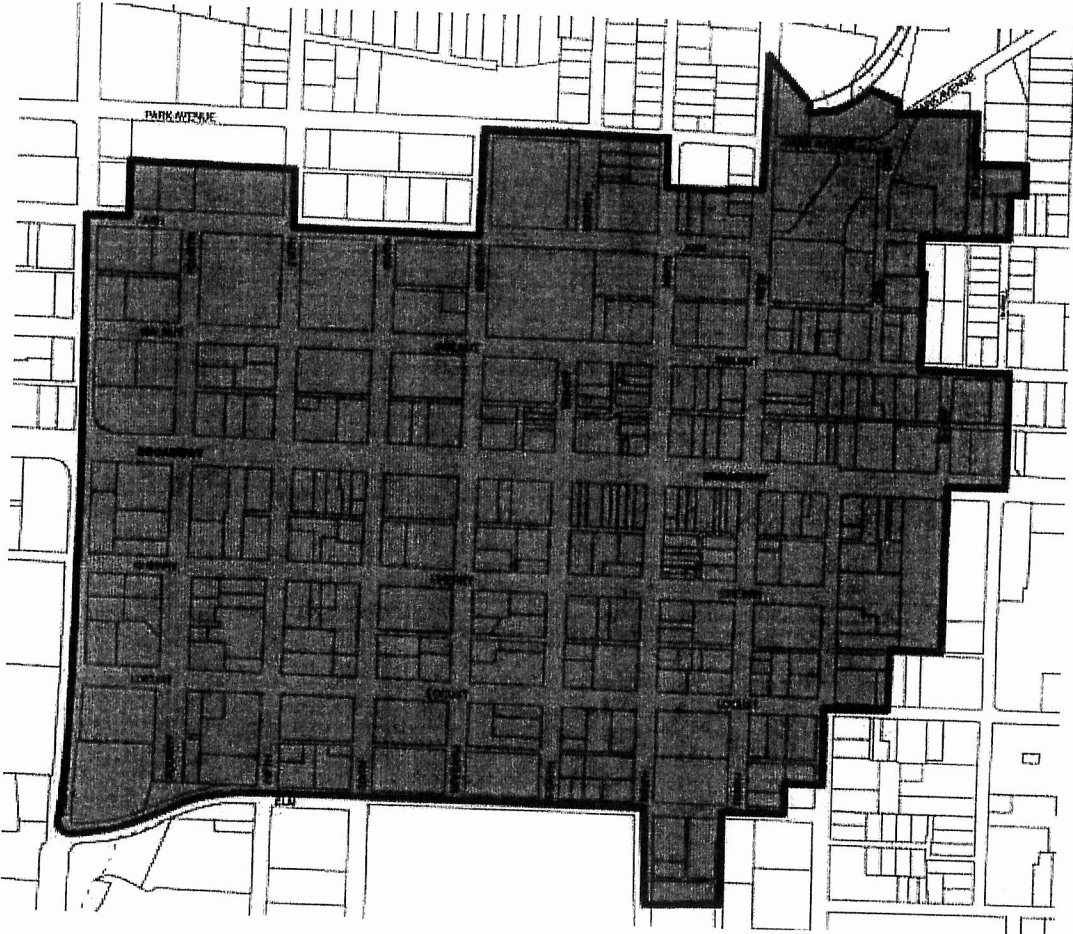
Contact Information for Questions should be via email correspondence only to the following:

Katie Essing, Executive Director

The District

kessing@discoverthedistrict.com

Exhibit A: The Downtown CID (The District) Map:



Grove Construction, LLC

900 Rangeline St | Columbia, MO 65201 | Phone: 573-777-9599 | Fax: 573-234-9599
www.groveconstruction.com | info@groveconstruction.com



July 20, 2016

Scope of Services

Contractor shall provide the Services and Deliverable(s) as follows:

Item	Cost
Project Coordination (Job Supt.)	\$4,000.00
Progress Cleaning	\$1,500.00
Signage	\$9,600.00
Demolition	\$9,300.00
Cast-In-Place Concrete	\$22,000.00
Steel Erection	\$19,040.00
Poles	\$20,454.12
Wire and Accessories	\$9,426.93
Joint Sealants	\$1,800.00
Electrical	\$18,201.00
Asphalt Patch	\$1,000.00
Sub-Total - Base Bid	\$116,322.05
General Conditions (6%)	\$6,979.32
Contractor's Mark Up (6%)	\$6,979.32
Grand Total - Base Bid	\$130,280.70

If you require any additional information, or if I can be of assistance, please call.

Sincerely,

Tony Grove

