

# III. D.

## Memorandum Department of Public Services



**To:** Michael G. Herring, City Administrator  
**From:** <sup>mor</sup> Mike Geisel, Director of Public Services  
**Date:** November 13, 2013  
**Re:** Professional Services Contract

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As you are aware, the Chesterfield Valley TDD initiated the reconfiguration of the Kehrs Mill, Wild Horse Creek Road, and Long Road intersections as one of the originally approved transportation projects. This project was subsequently executed in multiple phases. At the current time, we expect the final road construction phase to be completed in December of this year. [That leaves the promised monumentation and beautification project at the intersection of Wild Horse Creek Road and Long Road as the sole remaining project phase yet to be initiated. Under the terms of the TDD agreement, the City of Chesterfield provides the project management for the design and execution of this project phase.]

As you are also aware, the TDD Board has previously reviewed and considered the project concept and proposed design services contract as provided by HRGreen, based upon a concept level project description and rendering. Inasmuch as road construction is nearing completion, the design work for the beautification component should be executed. Accordingly, **I request and recommend that the attached contract for design services with HRGreen be forwarded to the Planning and Public Works Committee of Council for review and consideration. Subsequently, if accepted as recommended, I further recommend that the Committee recommendation be forwarded to the full Council, and that City Council authorize you as City Administrator, to execute the contract with HRGreen in an amount not to exceed \$65,000.** [As you know, and as approved by City Council, the funds for this project are being forward funded by the City with the expectation of full reimbursement through the TDD upon their next debt issuance, currently anticipated for early 2015. City Council has previously set aside funds sufficient for this project.]

I've attached a copy of the proposed contract as well as the initial concept drawings which have been reviewed by the TDD Board as well as the Ward Four elected representatives. I note that the attached concept level sketches represent the project proposal, with one notable exception. Concept "A" Plan depicts a potential water feature, which will likely not be incorporated into the final design due to long term maintenance and cost considerations. Alternatively, this area would be planted with annuals or other colorful materials.

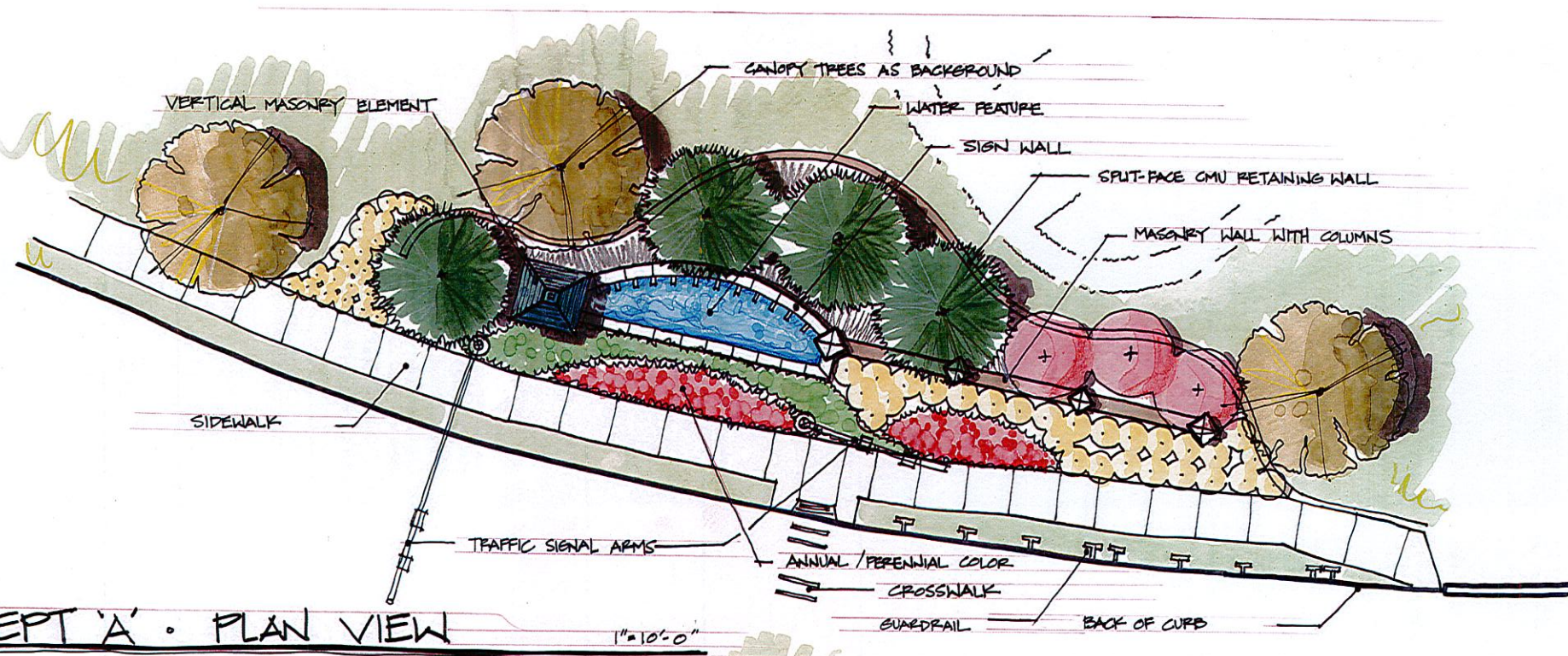
If you have any questions or require additional information, please advise.

Cc Jim Eckrich, Public Works Director \ City Engineer  
Tom McCarthy, Parks and Recreation Director  
Matt Dooley, Project Manager

*[Handwritten signature]*  
11/20/13

CONCEPT 'A': ELEVATION  
1"=5'-0"





**CONCEPT 'A' • PLAN VIEW**

1" = 10'-0"



## RECORD OF PROCEEDING

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### MEETING OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD AT 690 CHESTERFIELD PARKWAY WEST

July 15, 2013

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The meeting was called to order at 7 p.m.

Mayor Bob Nation led everyone in the Pledge of Allegiance and followed with a moment of silent prayer.

A roll call was taken with the following results:

#### PRESENT

Mayor Bob Nation  
Councilmember Barry Flachsbart  
Councilmember Nancy Greenwood  
Councilmember Derek Grier  
Councilmember G. Elliot Grissom  
Councilmember Mike Casey  
Councilmember Dan Hurt  
Councilmember Connie Fults

#### ABSENT

Councilmember Bruce DeGroot

#### APPROVAL OF MINUTES

The minutes of the June 17, 2013 City Council meeting were submitted for approval. Councilmember Grier made a motion, seconded by Councilmember Grissom, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **INTRODUCTORY REMARKS**

Mayor Nation announced upcoming free concerts at the Amphitheater on July 20 and August 3. He also announced that food trucks will be at City Hall during lunch time on July 26.

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, August 5, at 7 p.m.

## **COMMUNICATIONS AND PETITIONS**

There were no communications and petitions.

## **APPOINTMENTS**

There were no appointments.

## **COUNCIL COMMITTEE REPORTS**

### **Finance and Administration Committee**

Councilmember Mike Casey, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Flachsbart, to approve transfer from General Fund - Fund Reserves of \$180,000 to enable early retirement of the debt on the Public Works Facility. This early retirement will save the City \$25,410 in interest payments over the next two years, and approximately \$213,000 that would otherwise need to be budgeted each year to cover annual debt service payments. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Casey made a motion, seconded by Councilmember Greenwood, to approve the proposed 2014 City Council meeting schedule. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Casey made a motion, seconded by Councilmember Grissom, to approve the use of \$1.1 million, as needed, from General Fund – Fund Reserves, to cover costs associated with Chesterfield Valley TDD-funded improvements to Kehrs Mill Road, a beautification project at/near the intersection of Wild Horse Creek Road and Kehrs Mill Road, and completion of the last phase of the Monarch-Chesterfield Levee Trail.

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, to amend the motion for TDD-funded improvements by reducing the “forward-funding” from the City, from the proposed/recommended amount of \$1.1 million to \$550,000 and wait to complete the last phase of the Monarch-Chesterfield Levee Trail until a later date. After some discussion, a roll call vote was taken with the following results: Ayes – Greenwood and Hurt. Nays – Grissom, Grier, Fults, Flachsbart and Casey. Whereupon Mayor Nation declared the motion failed.

## **ENGINEERING SERVICES CONTRACT**

This Contract (the "CONTRACT") is by and between the City of Chesterfield, hereinafter referred to as "CITY" and **HRGreen**, hereinafter referred to as "CONSULTANT".

The CITY has selected CONSULTANT to perform professional services for engineering analysis, design, and development of plans and specifications.

CITY and CONSULTANT hereby mutually agree as follows:

### **ARTICLE 1 - SCOPE OF SERVICES**

The services covered by this CONTRACT shall include furnishing the professional, technical and other personnel necessary for landscape and hardscape improvements at the intersection of Kerhs Mill Road and Wild Horse Creek Road to visually enhance the intersection and to provide an impactful, positive experience at the entrance into the surrounding Kehrs Mill residential area, hereinafter referred to as the "PROJECT". CONSULTANT agrees to perform all those services described in Exhibit A, attached hereto, and made a part hereof, in accordance with the terms and conditions stated, such services being hereinafter referred to as the "WORK".

### **ARTICLE 2 – STANDARDS AND PERMITS**

Design criteria and project planning will be in accordance with the standards of the CITY, St. Louis County Department of Highways and Traffic, and the Metropolitan St. Louis Sewer District (MSD). The Consultant will be responsible for obtaining all public agency approvals for the project.

Permits for this PROJECT will be required. The CONSULTANT shall be responsible for providing documents and supporting materials required for permit application by the CITY and Contractor. The CONSULTANT shall prepare all documents required to apply for the required project permits and approvals, and shall represent the CITY at all meetings in which the various agencies requests the CITY'S attendance. The CONSULTANT shall provide any additional information requested by the agencies, and shall revise the permit applications and/or plans, as required by the agencies, in order for the agencies to properly evaluate the permit applications.

### **ARTICLE 3 - FEES AND PAYMENT**

1. For the services described in Exhibit A - Scope of Services, the CITY will pay and the CONSULTANT will accept as full compensation, actual costs of services and supplies based upon the rates provided in the Scope of Services, the total amount not to exceed: Fifty six thousand one hundred seventy four dollars (\$56,174.00).
2. Progress payments for services rendered shall be made monthly upon submission of a detailed invoice, in form reasonably satisfactory to the City

Representative (as defined in Article 16 below) for work performed during the previous month. The CITY will make progress payments not later than (30) thirty days after receipt of acceptable invoices with appropriate documentation.

#### **ARTICLE 4 - SUBCONTRACTING**

Except as listed on Exhibit A attached hereto, no part of the services to be performed by CONSULTANT hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve the CONSULTANT of CONSULTANT's primary responsibility for the quality and performance of the work. CONSULTANT shall assure that any subcontractor, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this CONTRACT, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

#### **ARTICLE 5 - RESPONSIBILITY OF CONSULTANT**

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this CONTRACT. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications and other services.

All plans, specifications and other documents shall be endorsed by the CONSULTANT and shall reflect the name and seal of the Professional Engineer endorsing the work.

The CONSULTANT shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any design, drawings or specifications furnished by him, and shall indemnify the CITY or other agency of government from loss or damage on account thereof.

Neither the CITY's review, approval, acceptance of, nor payment for, any of the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or any cause of action arising out of the performance of this CONTRACT, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable CITY codes and Ordinances and State and Federal laws for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished under this CONTRACT.

#### **ARTICLE 6 - TIME OF COMPLETION**

The services of the CONSULTANT shall commence upon receipt of a Notice to Proceed from the CITY, which Notice shall be in writing, and the CONSULTANT shall within thirty days proceed as set forth in Exhibit A.

The times specified herein may be extended by written order of the City Representative in the event of unavoidable delay. The CONSULTANT may submit to City Representative timely requests for extension of time before plans are due, citing reasons why the delay involved is unavoidable.

## **ARTICLE 7 - INFORMATION BY THE CITY**

The CITY will provide upon request available information of record to the CONSULTANT.

The CITY will provide representatives to attend meetings with interested property owners and public utilities, upon request of the CONSULTANT.

## **ARTICLE 8 - INSURANCE REQUIREMENTS**

The CONSULTANT and its Subconsultants shall procure and maintain during the life of this CONTRACT insurance of the types and minimum amounts as follows:

1. General Liability: Commercial General Liability (Occurrence)

Each occurrence	\$1,000,000
Personal & Adv injury	\$1,000,000
General Aggregate (Project)	\$2,000,000
  
2. Automobile Liability: (Any Auto)

Combined Single Limit	\$1,000,000 each accident
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3. Excess/Umbrella Liability \$2,000,000
  
4. Worker's Compensation and Employers Liability in full compliance with statutory requirements of Federal and State of Missouri law in the amount of \$500,000 for E.L. each accident, E.L. Disease – ea employee, and E.L. Disease – policy limit.
  
5. Professional Liability 

	\$1,000,000 each claim
	\$2,000,000 aggregate

The Comprehensive General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the Said insurance shall be written by a company or companies licensed to do business in the State of Missouri. CONSULTANT shall name the CITY, its officers, officials, employees, and agents as additional insureds for general liability, automobile liability, and umbrella liability insurance policies required by the CONTRACT. Coverage under such policies shall be primary and non-contributory coverage with the Additional



Insureds coverage being excess. Certificates evidencing such insurance shall be furnished the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled or altered, except that it may be canceled or altered upon twenty days prior written notice thereof to the CITY. The certificate(s) must state the CITY as an additional insured on those policies applicable. The cost of such insurance shall be included in the CONSULTANT's basic service fee.

#### **ARTICLE 9 - INDEMNIFICATION**

The CONSULTANT and his SUBCONSULTANTS shall indemnify and save harmless the CITY against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the CITY for personal injuries including death, or property damages sustained, caused by negligent or willful acts, errors or omissions of the CONSULTANT, any subcontractors of CONSULTANT their respective agents, employees or contractors arising out of the WORK of this CONTRACT.

#### **ARTICLE 10 - TERMINATION**

The CITY may terminate this CONTRACT at any time, with or without cause, effective upon delivery of Notice thereof to the CONSULTANT.

Should the CONTRACT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the CONSULTANT to the date of termination. The CITY shall indemnify CONSULTANT for any use or re-use of plans by persons with CITY's express approval.

#### **ARTICLE 11 - OWNERSHIP OF DOCUMENTS**

All original documents, studies, or graphic material, drawings, photographs, or plans prepared by the CONSULTANT, pertaining to the design of the project, shall be deemed the property of the CITY and the CITY shall be entitled to physical possession of said documents whether complete or in progress.

#### **ARTICLE 12 - DECISIONS UNDER THIS AGREEMENT**

The City Representative will determine the acceptability of work performed under this CONTRACT, and will decide all questions which may arise relative to the proper performance of this CONTRACT, and his decision shall be final and conclusive.

## **ARTICLE 13 - EQUAL OPPORTUNITY CLAUSE**

During the performance of this CONTRACT, the CONSULTANT agrees as follows:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the CONTRACT, will not discriminate on the ground of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The CONSULTANT will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONSULTANT's obligations under this CONTRACT and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.

The CONSULTANT will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post notices in conspicuous places available to employees and applicants for employment.

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

The CONSULTANT will comply with all provisions of State and Federal laws and regulations governing the regulations of Equal Employment Opportunity and Non-Discrimination.

## **ARTICLE 14 - SUCCESSORS AND ASSIGNS**

The CITY and the CONSULTANT agree that this CONTRACT and all contracts entered into under the provisions of this CONTRACT shall be binding upon the parties hereto and their successors and assigns.

## **ARTICLE 15 - CHANGES**

The CITY may make changes within the general scope of services of the CONTRACT. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the CITY and the execution of a suitable Amendment to this CONTRACT. Neither the CITY staff nor the CONSULTANT may authorize any substantive change in this CONTRACT by oral or other directions intended to substitute

for a written contract Amendment.

This CONTRACT may be amended or supplemented only by an instrument in writing executed by the parties hereto.

#### **ARTICLE 16 - CITY REPRESENTATIVE**

For purposes of this CONTRACT, the City Representative will be the Director of Public Services of the CITY. The City Administrator, in his sole discretion, may designate another City Representative from time to time. In such event, CONSULTANT shall be notified by the CITY, in writing.

#### **ARTICLE 17 - NOTICE**

Any notice required or permitted to be delivered under this CONTRACT shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth below:

If to CONSULTANT:

HR Green, Inc.  
16020 Swingley Ridge Road  
Suite 205  
Chesterfield, MO 63017-2085

Attn: Rick Cammarata, Vice President

If to CITY:

City of Chesterfield  
690 Chesterfield Pkwy W  
Chesterfield, MO 63017-0760

Attn.: Mike Geisel, P.E. Director of Public Services

#### **ARTICLE 18- CHOICE OF LAW**

This CONTRACT, and all work and other activities governed hereby shall be governed by the laws of the State of Missouri.

#### **ARTICLE 19 - CONFLICTS**

In the event of any conflict or discrepancy between the terms of this CONTRACT and

those set forth in Exhibit A hereto, it is expressly understood and agreed that the terms and provisions of this CONTRACT shall govern.

**ARTICLE 20 - SEVERABILITY**

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this CONTRACT shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this CONTRACT and the remaining provisions of this CONTRACT shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

Executed by the CONSULTANT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Executed by the CITY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF CHESTERFIELD**

\_\_\_\_\_

\_\_\_\_\_  
Signature – Michael G. Herring

\_\_\_\_\_  
Signature -

\_\_\_\_\_  
City Administrator  
Title

\_\_\_\_\_  
Title

ATTEST:

ATTEST:

\_\_\_\_\_  
Judy Naggiar, City Clerk

\_\_\_\_\_

(SEAL)

(SEAL)

## EXHIBIT A

### 1.0 Project Understanding

#### A. General Understanding/Assumptions

The CITY desires to construct landscape and hardscape improvements at the intersection of Kerhs Mill Road and Wild Horse Creek Road to visually enhance the intersection and to provide an impactful, positive experience at the entrance into the surrounding Kehrs Mill residential area.

### 2.0 Scope of Services

The CITY agrees to employ CONSULTANT to perform the following services:

#### Phase I

#### A. Base Mapping/Project Kick-Off

1. CONSULTANT will develop base maps for the area utilizing as-built information provided by the CITY or utilizing data compiled during the County Road Improvement Project.
2. Meeting - CONSULTANT and CITY will hold a kick-off meeting at the City Hall to outline the goals and objectives of the project and to discuss the conceptual vision for the proposed improvements prior to beginning the Conceptual Design Phase. The Public Services Department anticipates providing CONSULTANT with direction based on City Council input on Concept "A" (previously completed during proposal process).

#### B. Conceptual Design/Cost Estimation

1. CONSULTANT will provide a refined concept based upon City input on Concept "A" (previously completed). This concept will be drawn to scale and will include both a plan view and elevation for the concept. An Opinion of Probable Cost will be prepared for the concept. The concept will be presented to the CITY for review. CITY will provide the CONSULTANT with feedback on the refined concept and provide definitive direction as to preferred options and budgets for the purposes of preparing a Preliminary Design. The Conceptual Design will be prepared in a sketch format, illustrating all hardscape and landscaping improvements and will also be provided to the City in a digital format.
2. Meeting - CONSULTANT anticipates one (1) meeting to present the refined concept and to collect feedback from the CITY. CITY will conduct all City Council meetings.

### C. Preliminary Design

1. Using the feedback provided during the Conceptual Design review, the CONSULTANT will prepare a Preliminary Design. A Plan View and Elevation drawing will be generated that depicts the Preliminary Design for the improvements. At this stage, the Opinion of Probable Cost will be updated as necessary and presented to the CITY for review. This design will be the guide for the final design and construction documentation phase of the work and will include all hardscape and landscape improvements.
2. Meetings - CONSULTANT will conduct two (2) meetings with the CITY at this stage. The first will be to review this Preliminary Design and make any necessary refinements, based on CITY input. The CITY will interact with the County at this preliminary design phase to gain permission to build and execute the concept. CONSULTANT will be available to attend this meeting if necessary.

### D. Permitting

CONSULTANT will acquire the necessary permits and approvals for the project through the various agencies as required. The CONSULTANT will represent the CITY at all meetings where CITY's attendance is required. The CONSULTANT will provide any additional information requested by the agencies and shall make necessary revisions to the permit applications and plans in order for the agencies to properly evaluate the permit applications. CONSULTANT will coordinate on behalf of the CITY with the TDD, MSD, MDOT, and the County during project execution.

## **Phase II**

### E. Surveying

Surveying services will be required to develop all detail based topography and existing conditions information for the design process. Base mapping will include all existing features including paved roadways, sidewalks, drainage structures, utility boxes, traffic signal posts, power poles, guardrails, manholes, etc., as well as existing topographic contours in the area. Contours will be shown in one foot intervals.

### F. Geotechnical Services

Soil borings will be required and taken as necessary to complete all architectural and structural design work related to the concept. It is anticipated that two (2) soil borings will be necessary for the work.

## G. Construction Documents

This phase provides services to complete design and construction details for all of the improvements associated with the intersection enhancements.

Construction documents will consist of construction drawings and specifications in a bid document format.

Based on the previously completed and approved Preliminary Design, CONSULTANT will prepare these documents:

1. Title Sheet with Sheet Index, Location Map, and Project Contact Information.
2. General Notes Sheet with Site/Civil Notes, Erosion Control Requirements, and Landscaping General Notes as necessary to provide instruction to the contractor.
3. Existing Conditions Plan indicating existing topography, sidewalks, pavements, street edges, drainage structures, manholes, traffic signal poles, and other available site infrastructure information.
4. Layout and Dimensioning Plan that will indicate layout geometrics for all of the site improvements listed above.
5. Grading and Drainage Plan with both existing and proposed contours, spot grade elevations as necessary, erosion control measures and any necessary drainage improvements. All public walkways within the project area will be designed to be ADA accessible.
6. Construction Detail Sheets. These sheets will provide all of the necessary construction details to construct the improvements and will include such items as masonry walls, signage, architectural elements, water features, retaining walls, flatwork, specialty paving, and landscaping. Structural design for retaining walls and wall foundations will be included in this work. All work associated with water related pumping equipment, such as electrical design, pump design/specifications, and water recirculation will be handled through performance specifications and shop-drawing submittal requests which will be required by the construction documents. CONSULTANT will provide water supply drawings and design features related to these types of improvements as necessary and will conduct shop drawing reviews as part of the construction administration phase.
7. Lighting Specifications. CONSULTANT will specify the light fixtures to be utilized as part of the improvements/overall design and will provide performance specification guidelines for lighting and electrical supply. CONSULTANT will conduct shop drawing reviews as part of the construction administration phase.
8. Landscape Plan. Sheet will indicate all tree, shrub, groundcover and color bed locations, and species callouts including a plant schedule.

9. Irrigation Design. CONSULTANT will provide performance specifications for an automatic irrigation system and will identify the limits of the irrigated area on the plans. CONSULTANT will review shop drawings and submittals for the irrigation system as part of the construction administration phase. CONSULTANT will coordinate with the City Park's staff to discuss manufacturer preferences and maintenance requirements for the irrigation system prior to completing the performance specifications.
10. Refined Opinion of Probable Cost will be prepared for the project once these documents are complete and prior to bidding the job.
11. Progress Meetings. CONSULTANT shall conduct two (2) progress meetings with the CITY during this phase of the work. The first meeting will occur at a roughly 50% complete stage and will focus on the progress and completion of the phase. CITY will offer input as to the layout, grading and details, and will instruct the CONSULTANT as to any necessary revisions. The second meeting will be at the 90% complete stage and will offer the CITY a final opportunity to make refinements prior to bidding.

#### H. Bidding Assistance

1. The CONSULTANT will assist the CITY in bidding this work. CONSULTANT will prepare and send to the CITY a Bid Advertisement for publication. CONSULTANT will disseminate contract documents and be available to answer all inquiries and questions from prospective bidders, and issue addenda as appropriate to clarify or expand the bidding documents.
2. CONSULTANT will assist the CITY in conducting a Pre-Bid meeting with all prospective bidders.
3. The CONSULTANT shall have a representative present when bids are opened and shall make a tabulation of bids for the CITY. CONSULTANT shall analyze the bids and advise the CITY as to a recommendation of award.

#### I. Construction Administration & Observation

The CONSULTANT will conduct shop drawing reviews during project construction and make periodic site visits to observe the construction process. Shop drawing reviews will include submittals from the Contractor for construction details, water feature systems, lighting, and irrigation. The CONSULTANT will be on-site with the CITY for mock-up reviews and formulate recommendations for materials, construction techniques, and signage. CONSULTANT will conduct construction observation site visits at a 75% completion state and then at the project completion to assist the CITY with final acceptance and punch list items.



### **3.0 Deliverables and Schedules Included in this Agreement**

#### **A. Meetings/Coordination**

The CONSULTANT anticipates that this project will require up to eleven (11) meetings with the CITY to complete the required tasks. These meetings are outlined as follows:

- Meeting 1: Kick-Off Meeting to discuss CITY goals and objectives
- Meeting 2: Conceptual Design Review
- Meeting 3: Preliminary Design Review
- Meeting 4: Meeting with County Officials
- Meeting 5: 50% Construction Document Review
- Meeting 6: 90% Construction Document Review
- Meeting 7: Pre-Bid Meeting
- Meeting 8: Bid Opening
- Meeting 9: Field Mock-Up Review
- Meeting 10: 75% Complete Construction
- Meeting 11: Final Construction Completion and Punch List

#### **B. Deliverables**

Deliverables included in this proposal are:

1. Three (3) original, 24" x 36" concept drawings and a .pdf electronic file of the three finalized conceptual drawings for record purposes. Opinion of Probable Cost spreadsheets will also be provided in hard copy and electronic format for each concept. Reductions of these designs may also be provided to the CITY if deemed necessary.
2. One (1) hard copy, in 24" x 36" format of the preliminary design along with a .pdf electronic file of the design. An updated Opinion of Probable Cost spreadsheet will also be provided in hard copy and electronic format.

### **4.0 Items not included in Agreement**

The following items are not included as part of this agreement:

- Meetings other than those listed
- Construction Surveying Services
- Coordination with Outside Parties (HOAs)/Public Presentations

Supplemental services not included in the agreement can be provided by the CONSULTANT under separate agreement, if desired.

## **5.0 Services by Others**

Sub-consultants will be required as part of the phase II services portion of the contract. CONSULTANT will retain sub-consultants to provide surveying services and geotechnical services as outlined in 2.0, Items E and F.

## **6.0 Client Responsibilities**

Client responsibilities include:

1. Provide CONSULTANT with signage nomenclature, and required logos for all signage elements.
2. Provide CONSULTANT with consolidated input on design and concept.

## **7.0 Professional Services Fee**

### **7.1 Fees**

The fee for services will be based on CONSULTANT standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

### **7.2 Invoices**

Invoices for CONSULTANT's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt.

### **7.3 Extra Work**

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CITY.

### **7.4 Exclusion**

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

## 7.5 Payment

The CITY AGREES to pay the CONSULTANT on the following basis:

Time and material basis with a Not-to-Exceed fee of **\$56,174.00**.

ITEM	TASK	MAN-HOURS	LABOR COST	DIRECT COST
<b>PHASE I</b>				
Base Mapping	Base Mapping from County Files	10	\$1,010.00	
	Kick-Off Meeting	4	\$500.00	
Conceptual Design/Cost Estimation	Prepare Revised Concept Drawing	30	\$3,630.00	
	Opinion of Probable Cost	12	\$1,500.00	
	Meeting/Presentation of Concept	4	\$500.00	
Preliminary Design	Prepare Preliminary Design	16	\$1,760.00	
	Opinion of Probable Cost Refinement	2	\$250.00	
	Meeting/Presentation of Preliminary Design	4	\$500.00	
	Coordination with County	4	\$632.00	
Reproduction	Reproduction Allowance			\$250.00
Permitting	Meetings, Coordination, Document Support	16	\$2,800.00	
<b>SUB-TOTAL - PHASE I</b>		<b>102</b>	<b>\$13,082.00</b>	<b>\$250.00</b>
<b>* PHASE II</b>				
Surveying	Surveying, Mapping, and Sheet Conversion		\$2,360.00	
Geotechnical Services	Soil Borings/Geotechnical Report		\$1,950.00	
Construction Documents	Title Sheet/Index/Map	4	\$380.00	
	General Notes/Contractor Requirements	10	\$1,010.00	
	Existing Conditions Map	7	\$695.00	
	Layout & Dimensioning Plan	20	\$2,140.00	
	Grading/Drainage/Erosion Control Plan	24	\$2,796.00	
	Structural Design & Detailing	54	\$7,506.00	
	Details: Masonry Walls, Columns, Tower & Tower Roof	92	\$9,700.00	
	Details: Water Feature Performance Specifications/Details	16	\$1,760.00	
	Details: Signage Panel	14	\$1,510.00	
	Details: Flatwork/Paving	4	\$380.00	
	Lighting: Performance Specifications	8	\$880.00	
	Irrigation: Performance Specifications	4	\$500.00	
	Landscape Plan	14	\$1,450.00	
	Prepare New Opinion of Probable Cost	8	\$1,000.00	
Meetings (2): 50% Complete, 90% Complete	8	\$1,000.00		

Bidding Assistance	Bid Advertisement	2	\$150.00	
	Contract Document Distribution	4	\$300.00	
	Bidder Questions/Phone Calls/Addendums	8	\$1,000.00	
	Meetings (2): Pre-Bid, Bid Opening	8	\$1,000.00	
	Bid Tabulation/Assistance	5	\$425.00	
Construction Administration & Observation	Shop Drawing Reviews	6	\$750.00	
	Meetings (3): Mock-Up Review, 75% Complete, 100% Complete	12	\$1,500.00	
Reproduction	Printing: Drawings, Specifications, and Check Sets			\$500.00
	Exhibit Printing and Mounting Allowance			\$200.00
<b>SUB-TOTAL - PHASE II</b>		<b>332</b>	<b>\$42,142.00</b>	<b>\$700.00</b>
			<b>CONTRACT TOTAL:</b>	<b>\$56,174.00</b>

***\*Note: Phase II Scope of Services and Fee Schedule is approximate. Once preliminary design is complete, the requirements of the Phase II Scope will be finalized and adjustments to the Scope and Fee will be made as necessary.***

**Direct Costs**

Reproduction Allowance Phase I: \$250.00

Reproduction/Exhibit Preparation Allowance Phase II: \$700.00

*Note: Contractor/Bidders to reimburse HR Green for bid set printing/distribution.*

**7.6 Design Information in Electronic Form**

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, CONSULTANT reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CITY shall retain copies of the work performed by CONSULTANT in electronic form only for information and use by CITY for the specific purpose for which CONSULTANT was engaged. Said material shall not be used by CITY or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CITY's sole risk. Furthermore, the CITY agrees to defend, indemnify, and hold CONSULTANT harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials. The CITY recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via

email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CITY, therefore, agrees that CONSULTANT shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CITY to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CITY, CONSULTANT shall submit a final set of sealed drawings, and any additional services to be performed by CONSULTANT relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CITY is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.