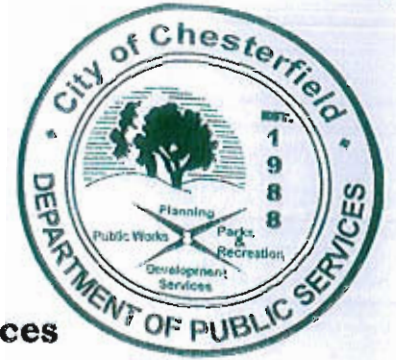


2

# MEMORANDUM

**DATE:** August 15, 2013  
**TO:** Michael Herring, City Administrator  
**FROM:** Mike Geisel, Director of Public Services  
**RE:** Veterans Honor Park



As you know, for many years, the City has expressed interest in the development of a Veteran Memorial at Central Park. In fact, City Council authorized and directed that a portion of Central Park, located just north of Veterans Place Drive, be set aside and designated as the future location for a Veterans Memorial. Former Mayor Nations, former Acting Mayor Flachsbart and former Mayor Geiger directed that you and I interact with and attempt to facilitate discussions by various groups of interested veterans. Unfortunately, for several years, efforts to make the Veteran's Memorial a reality lacked momentum and were not much more than a wish with little direction or momentum. Over the course of the last year, a small committee has taken the initiative to move this project forward.

This project took its first significant step toward reality when, just last month, City participation in this project (\$500,000) was specifically identified in a memorandum presented to the F&A Committee. That memorandum proposed that the entire amount of available General Fund - Fund Reserves, above and beyond the City's "40% Policy", be set aside and designated as a "Capital Project and Replacement Fund". The Committee took the recommendation under advisement and will hopefully endorse it, at its August 26 meeting, before forwarding it on to City Council for final review and approval.

I've attached hereto, a copy of the Veterans Committee's request for City Participation. **I request that this item be forwarded to the Parks and Recreation Committee for consideration, such that it can formally be identified as a City Project and design processes can begin immediately while the Veterans Committee concurrently initiates fund raising activities.**

I am proposing, for consideration by the Parks and Recreation Committee, the following series of steps:

- 1) Upon concurrence by the Committee, a recommendation for funding from the Capital Project & Replacement Fund would be forwarded to City Council after review by the Finance and Administration Committee. The funding authorization by City Council would be based upon:
  - a. Allocating an amount not to exceed \$500,000 for the project, assuming an eventual dollar-for-dollar match with funds raised through the efforts of the Veterans Committee and/or other donors.
  - b. From the \$500,000 total allocation, immediately fund the preliminary design services. The preliminary design phase is estimated to cost \$70,000. The proposed expenditures identified in "b." and "c" would, of necessity, need to occur before any matching funds have been raised, as the study/design to be funded will actually facilitate the necessary fund-raising.
  - c. Upon completion of the preliminary design phase and review by the Parks and Recreation Committee, fund the final design services from the original \$500,000 allocation. The final design, including preparation of construction documents is estimated to cost \$155,000, but would be negotiated after preliminary design and approvals. Please note, the final design and preparation of construction documents does not proceed until the preliminary design is complete and accepted by the City.
- 2) Veterans Committee concurrently initiates fund raising efforts.
- 3) Collective research for potential grant sources of funding.
- 4) Once the design is complete and full funding is assured, the Department of Public Services will initiate the contractual bidding process for construction of the Honor Park.

The Veterans Committee is energetic and motivated. They are confident in their ability to accomplish fund raising to make this project a reality. By allocating the \$500,000 matching contribution from the Capital Project & Replacement Fund and immediately initiating the preliminary design, the City will provide its considerable influence and substantiate the reality of this project. It will most certainly facilitate fund raising. Proceeding with the design effort allows accurate cost estimation and provides for the actual construction to proceed as soon as the fund raising targets are realized.

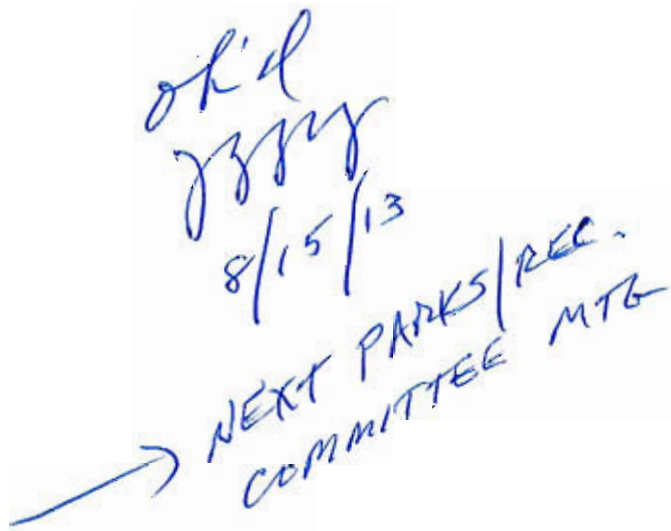
Veterans Honor Park  
August 15, 2013  
Page 3

I look forward to discussing this at the Parks and Recreation Committee.

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

Attachment

Cc Tom McCarthy, Parks and Recreation Director  
Jim Eckrich, Public Works Director \ City Engineer



ok'd  
JZ  
8/15/13  
→ NEXT PARKS/REC.  
COMMITTEE MTG

Mike Herring, City Administrator  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017

Dear Mr. Herring:

As you know, we represent a small committee that has taken the lead in developing the concept and plans for the Veteran's Honor Park that the City has repeatedly indicated it desired for Central Park. For too many years, the plans for a Veteran's Honor Park have lacked focus and have failed to materialize into a tangible product that could be shared. Over the course of the last year, with the help and support of elected officials and Chesterfield City Staff, our committee has developed a project concept, vision, and strategy. Employing the services of the architects used for the City's amphitheater to ensure seamless integration at the linear park site, the committee considered several design concepts and developed visual materials which serve as the basis for this project to move forward. We are very impressed with the beauty of the amphitheater and hope our project will be an equally great asset to the City of Chesterfield.

Enclosed are concept level visuals for the "Veteran's Honor Park", which would be located in the Central Plaza along Veteran's Place Drive, within Central Park. We specifically decided to pursue the name "Honor Park" to commemorate and honor all veterans; past, current, and future. We were determined to create a place that was interactive, reflective and respectful, but did not desire to create a melancholy or mournful place. We believe we have achieved that balance. We also believe that the proposed Honor Park compliments the amphitheater and Central Park, and would represent Chesterfield in a very positive manner.

Having now developed a project concept, the next steps include making this concept a project, obtaining financing, and finally constructing the project. Having the concept defined allows the design professionals to develop a concept level budget. Understanding that a concept level budget includes contingencies related to both design and construction, it is, by its very nature, conservative. There are simply too many unknowns to consider this a project budget, but it should be understood that this is a conservative estimate as to the potential project costs for design and construction. The architect's concept level estimate for the design and construction of the Honor Park, as provided herein, is \$1.78 million, including recommended contingencies.

It is also assumed, based upon the City's involvement and the fact that the project would be built on City owned property, that the proposed construction would be contracted and managed by City Staff. It is also expected that once the Honor Park is

built, it would become a City asset, owned and maintained by the City of Chesterfield. While the Committee desires to be involved and participate on an ongoing basis, it is recognized that the City maintains complete control over the design, contracting, and construction processes.

The next steps, in our mind, are to initiate the preliminary design and concurrently begin our fund raising efforts. The visual project concepts developed in the last year, will aid us greatly as we approach donors and benefactors to make this project a reality. However, we recognize that design and fund raising should occur concurrently for this project to move forward. Without a definite project commitment, we fear the project will continue to languish and lose momentum. Included in the attached concept level project estimate, there are two phases of design; 1) the preliminary design which includes refinement of the concept, as well as a much more rigorous effort to define project details and physical site conflicts, and 2) preparation of a final design including bid documents, construction drawings, specifications, and construction administration.

Inasmuch as we have worked with Powers – Bowersox, the architect who designed the amphitheater, in the concept development, and inasmuch as we believe it is desirable and most efficient to use the design professional associated with the Amphitheater construction to ensure the compatibility and integration of the project, we solicited a proposal for these professional services from Powers – Bowersox. The preliminary design phase is estimated to cost \$70,000, and the final design, including preparation of construction documents is an additional \$155,000. Please note, the final design and preparation of construction documents does not proceed until the preliminary design is complete and accepted. While we hope this would not occur, the project could terminate prior to authorizing the final design phase. Proceeding with the final design requires acceptance and approval prior to making the decision to move forward.

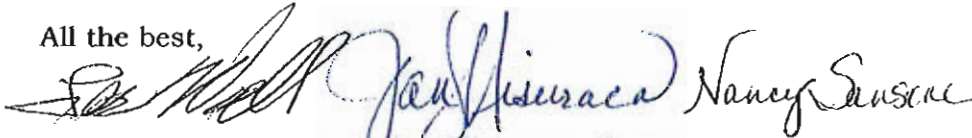
All of above leads us to the next step, which will actually make this a “City Project”. Our Veteran’s Honor Park committee is dedicated to the project and committed to raising funds to make construction a reality. We are equally committed to seeing this project become a reality in the very near future. It is time, now, to construct the Veteran’s Honor Park at Central Park. In order to best position the committee to successfully solicit funds and approach donors, we need and would like to request more direct assistance from the City. At this point, we’d like to request that the City commit to participating financially to fund the project. In order to take advantage of the current momentum, we are requesting that the City consider an immediate commitment of \$225,000 to fully fund the design of the Veteran’s Honor Park, allowing preliminary design to commence immediately. Thus, we would be able to advise potential donors that the project design is in process, and the City has committed funding. This would be a great asset to the committee. Cumulatively, we would ask that the City ultimately consider a total matching contribution of up to \$500,000,

inclusive of the original \$225,000 sought above. The total \$500,000 contribution would be subject to the committee's success in obtaining at least \$500,000 in matching contributions. If possible, we would also ask that the City, as a public agency, to be willing to apply for grants and assistance whenever possible to supplement the project funding, with no additional financial contribution from the City.

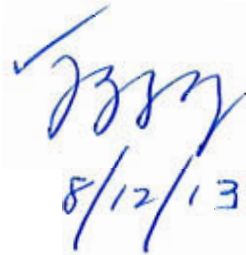
In short, the Committee sincerely appreciates the City's long stated desire to construct a Veteran's Honor Park in Central Park along Veteran's Place Drive. The committee is excited to initiate fund raising while sustaining the project momentum. While funding is always difficult, we would like the City to consider a cumulative matching donation not to exceed \$500,000, including an up-front authorization to initiate the design phases of the project, estimated at \$225,000. We request that the City authorize \$70,000 of this amount for the preliminary design phase which would begin immediately. At the completion of the preliminary design phase, a presentation would be made to City Council and we would request that City Council authorize us to proceed with the second phase of design, incurring the remaining design cost. The second phase of design, and the associated \$155,000, would not be initiated or obligated without subsequent approval by the City.

We welcome the opportunity to meet and discuss this with you, the Mayor, and elected officials at your convenience. You can call either Lee Wall at 636-532-9666, or Jan Misuraca at 314-780-7472. We look forward to hearing from you and hope you share the excitement and anticipation of bringing this long sought Veteran's Honor Park to reality.

All the best,



Lee Wall (WWII Veteran), Jan Misuraca, Nancy Sansone, Stan Dampier (Vietnam Veteran) and David Kanevsky (Vietnam Veteran)



**Preliminary Project Cost Estimate DRAFT**

Proposed Veterans Honor Park in Central Park

City of Chesterfield, Missouri

Powers Bowersox Associates, Inc.

May 8, 2013

	\$
1. Construction costs-see preliminary construction cost estimate	1,312,000
2. Permits-city deferment?	13,000
3. Professional fees-architect, engineers, specialized consultants	164,400
4. Presentation model	3,500
5. Renderings	5,000
6. Surveying	1,440
7. Geotechnical engineering (soils testing, foundation recommendations, testing)	6,000
8. Printing, reimbursable expenses allowance	3,500
9. Public information materials-pr, written and social media-(allowance)	15,000
10. Other miscellaneous costs (allowance)	<u>25,000</u>
Total:	\$1,548,840
Project Contingency: @ 15%	<u>232,330</u>
Project Total:	\$1,781,170

Note: The construction costs included in item one includes a 10% contingency.

**Preliminary Construction Budget Estimate**

Proposed Veterans Honor Park in Central Park

City of Chesterfield, Missouri

Powers Bowersox Associates, Inc.

Estimate Date:

8-May-13

Description	Qty	Unit	Cost/Unit	Total	
Demolition - remove existing wall, pavers, fountain			Allowance	\$4,500	
Survey Site Layout			Allowance	\$2,000	
Earthwork - excavation grading, erosion control, clean-up			Allowance	\$20,000	
Paths - exposed aggregate concrete walks	5,000	sf	\$7.00	\$35,000	\$61,500 Civil/Site Sub Total
Monument - stone veneer, etched seals, lettering			Allowance	\$115,000	
Monument - installation			Allowance	\$70,000	
Monument - structural concrete foundation installed			Allowance	\$40,000	\$260,000 Monument Sub Total
Monument - water feature equipment and vault			Allowance	\$90,000	
Monument - water feature installation			Allowance	\$90,000	\$180,000 Water Feature Sub Total
Benches - stone with radius cut	150	lf	\$540.00	\$81,000	
Benches - installation radius cut	150	lf	\$540.00	\$81,000	
Benches - stone straight cut	276	lf	\$115.00	\$31,740	
Benches - installation straight cut	276	lf	\$115.00	\$31,740	
Benches - concrete footings installed	75	cy	\$135.00	\$10,125	\$235,605 Benches Sub Total
Flagpoles - installed	7	ea	\$2,000.00	\$14,000	\$14,000 Flag Poles Sub Total
Trees - street maples installed	50	ea	\$550.00	\$27,500	
Trees - grove trees installed	80	ea	\$500.00	\$40,000	
Grass - seed at street installed	1,800	sy	\$1.50	\$2,700	
Grass - sod at grove installed	1,400	sy	\$5.00	\$7,000	
Irrigation - street trees installed	1,200	lf	\$6.50	\$7,800	
Irrigation - grove installed	14,000	sf	\$0.12	\$1,680	\$86,680 Landscape Sub Total
Lighting installed			Allowance	\$150,000	\$150,000 Lighting Sub Total
Electrical - equipment and vault installed			Allowance	\$25,000	
Plumbing - radius trench drain			Allowance	\$30,000	
Utility - sanitary, storm, water installed			Allowance	\$40,000	\$95,000 Utility Sub Total
Signage - stone marker at street	20	lf	\$150.00	\$3,000	
Signage - informational around site			Allowance	\$20,000	\$23,000 Signage Sub Total
					(interactive not included)
<b>Subtotal</b>		SF	\$53.54	\$1,070,785	
General Conditions	5.0%		\$2.68	\$53,539	
Overhead & Profit	5.0%		\$2.81	\$56,216	
Construction Coningency	10.0%		\$5.90	\$118,054	
Bond	1.0%		\$0.65	\$12,986	
<b>Total</b>		SF	\$65.58	\$1,311,580	



May 8, 2013 DRAFT

Mr. Michael O. Geisel, P.E.  
Director of Public Services  
City Hall  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

Re: Professional services proposal to implement the conceptual design of a proposed Veterans Honor Park

Dear Michael,

The following is a proposal to provide the City and the Veterans Citizens Committee with professional design services to finalize the design, prepare contract documents, assist with bidding, and provide construction administration services to complete the vision for the proposed Veterans Honor Park.

Our proposal includes the services of a highly talented professional team whose experience and talent will bring added value to your project. The team's qualifications are enclosed. Our team includes:

**Powers Bowersox Associates, Inc. (PBA)**

*Architects and prime contractor*

**Horner & Shifrin, Inc.**

*Structural, electrical engineering and plumbing piping for fountain  
Currently sub-contractor to PBA for same services for the design of the Public Media Commons located in Grand Center.*

**Civil Design, Inc.**

*Civil engineering  
WBE. Tricia Bohler, P.E. served as project manager for recent development of Central park while employed at HDR.*

**Randy Burkett Lighting Design, Inc.**

*Lighting designer  
Nationally recognized lighting designer who has participated on numerous projects with PBA, including the Public Media Commons project.*

**Cooper Construction Estimating, LLC**

*Construction Cost Estimator*

*Steve Cooper is a professional cost estimator who has provided cost estimating services to PBA for over 15 years.*

**Office of Terence G Harkness, FASLA, Landscape Architecture**

*Landscape design consultant*

*Terry has collaborated with PBA on projects for over 30 years. He is Professor Emeritus of Landscape Architecture at the University of Illinois-Urbana.*

**Toky-Branding + Design**

*Toky is a St. Louis graphic design firm who possesses a national and local reputation for creative graphic, and multi-media communications services to cultural institutions. We believe their talents can help the owner/professional team articulate the communications possibilities, and design and communicate graphically on the site the Veterans' content to be expressed, and connect through electronic media other off site resources. They also possess the capabilities to help the Committee develop a public information and fund raising program communicated through web site, and other social media technology.*

**Proposal:**

The proposed services assume completion of the conceptual design phase, with the next steps described below as those needed to implement the conceptual design. They are proposed to be accomplished in two phases.

Phase One is intended to refine the design concept so that it can be described in sufficient detail the elements of the design. A detailed cost estimate will be prepared, and graphic materials will be prepared suitable to support fund raising and public information programs.

When funded and authorized by the City phase two will include preparation of design development drawings, working drawings, assistance with the bidding process and construction administration. In general these services will be those described in Basic Services found in a AIA Standard Form of Agreement Between an Owner and Architect-B101-2007.

**Phase One Services and Fees: Schematic Design**

**Services**

1. Refine the site design, with preliminary grades, and hardscape elements, paths, water feature, flag placement, landscape, lighting, and signage.
2. Prepare drawings in plan and elevations to illustrate the design and project scope.
3. Identify site and hardscape materials.
4. Develop a landscape site in sufficient detail to indicate type and size of plant material, quantity, and location. **The design process will include examining cost reduction possibilities.**

5. Develop a site signage program, and interactive information program possibilities.
6. Prepare an updated project cost estimate.
7. Attend City/Committee meetings to present review design progress and final recommendation.
8. Document the design and project recommendations, including cost estimates, and implementation schedule in a summary report. The deliverables will include a site plan, elevation, sections illustrating monument/water feature design, and sketch-up drawings similar to those developed in the conceptual design phase.

**Fees:**

**Phase One-Proposed Schematic Design fees:**

We propose to work on a lump sum basis at the following amounts

Powers Bowersox Associates, Inc.	\$30,000	
Horner & Shifrin, Inc.	1,750	
Civil Design, Inc.	2,350	
Randy Burkett Lighting Design	3,890	
Terence G Harkness, FASLA, Landscape Architecture	3,000	allowance
Toky-Branding + Design	2,500	allowance
Cooper Construction Estimating, LLC	<u>1,500</u>	
	<b>\$44,990</b>	

The above fees assume 3-4 client meetings.  
The allowances include 2 client meetings.

Reimbursable expenses are estimated to be One Thousand Dollars (\$1,000.00).

Reimbursable expenses shall include the following:

1. Printing of review and final documents at the following rates:
  - A. Commercial copying, scanning, presentation boards and printing at cost.
  - B. In-house copies
    - Black and white @ \$.10/each
    - Color @ \$.50/each
2. Courier/postage
3. Mileage at rate permissible by IRS

**Other services:**

1. Conduct site survey-see CDI proposal	\$ 1,440	
2. Geotechnical Services-Owner provided	\$ 3,500	allowance
3. Presentation site model-	\$ 3,500	allowance
4. Renderings-TBD allowance 2-3 images	\$ 1,500-5,000	

Hourly Rates:

Powers Bowersox Associates, Inc.

- Principals –Powers & Bowersox \$95/hr
- Sr. Architect-Gunn 85/hr
- Architect –Ferguson, Daniel, Scott 75/hr

Terence G Harkness, FASLA 100/hr  
 Toky-Branding + Design 175/hr  
 Cooper Construction Estimating, LLC 100/hr  
 See hourly rates H&S, CDI and RBLD proposals

Invoices will be submitted monthly based on completion progress.

**Phase Two Services and Fees  
 Services:**

The services will include preparation of design development drawings, working drawings, assistance with the bidding process and construction administration. In general these services will be those described in Basic Services found in a AIA Standard Form of Agreement Between an Owner and Architect-B101-2007.

**Phase Two-Preliminary Estimate of Design Fees:**

The following is a preliminary estimate of fees to complete design development, working drawings, bidding and construction administration phases. The fees are proposed as an estimate based on the project understanding at this time. We recommend that they be mutually reviewed and modified, if necessary, at the completion of Phase One. The final scope of work may impact all team participants' services and fees.

Powers Bowersox Associates, Inc.	\$74,500	
Horner & Shifrin, Inc.	13,750	
Civil Design, Inc.	12,520	
Randy Burkett Lighting Design	9,000	
Terence G Harkness, FASLA, Landscape Architecture	3,000	allowance
Toky-Branding + Design	5,000	allowance
Cooper Construction Estimating, LLC	<u>2,000</u>	
	\$119,500	

Reimbursable expenses are estimated to be Three Thousand Dollars (\$3,000).

Reimbursable expenses shall include the following:

- I. Printing of review and final documents at the following rates:

- A. Commercial copying, scanning, presentation boards and printing at cost.
- B. In-house copies
  - Black and white @ \$.10/each
  - Color @ \$.50/each
2. Courier/postage
3. Mileage at rate permissible by irs

Other services:

1. Geotechnical testing services-Owner provided \$ 2,500 allowance

We are very appreciative of the opportunity to present our proposal, and continue assisting the City and the Committee achieve its goals for this important project.

If the above terms for the proposed Schematic Design Services and Fees described above are agreeable in the present or amended form please sign both copies, and return one to our office.

Very truly yours,

Fred A. Powers, AIA

Accepted by: \_\_\_\_\_

Attachments: Proposals  
Horner and Shifrin, Inc.  
Randy Burkett Lighting Design, Inc.  
Civil Design, Inc.

April 2, 2013

Mr. Fred Powers  
Principal  
**Powers Bowersox Associates, Inc.**  
300 North Fourth Street, Suite 206  
St. Louis, MO 63102

**Re: Veterans Memorial, Central Park  
Chesterfield, MO  
Proposal to Provide Professional Engineering Services**

Dear Fred,

Horner & Shifrin, Inc. (Engineer) is pleased to submit our proposal to Powers Bowersox Associates, Inc. (Architect) to provide plumbing, electrical and structural professional engineering services (PES) for the proposed new construction of a Veterans Memorial Fountain located in Central Park in Chesterfield, Missouri. We understand there will be a lighting engineer and a fountain engineer who will layout and specify the lighting and fountain components. Engineer's scope of work includes the following components;

- Structural design of the fountain base and walls.
- Electrical power for fountain equipment.
- Electrical power and control for site lighting.
- Plumbing piping for the fountain components. We will coordinate with civil engineer on sanitary and water connections to municipal mains.

Engineer's scope of work does not include the following systems or components:

- Storm water or fountain runoff drainage.
- Electrical design of any elements beyond the circumference of the memorial.
- Civil design work including sidewalk approaches or grading.
- Structural design of retaining walls beyond the fountain walls.

### **SUMMARY OF BASIC SERVICES**

Our professional engineering services shall include the following phases:

#### **Schematic Design Phase** - This phase includes:

1. Attend a kick-off meeting with Architect and Owner to confirm the (PES) design criteria.
2. Prepare a preliminary design report describing the proposed (PES) systems.
3. Assist Cost Estimator for the estimate of probable construction cost for (PES) systems.



4. Perform a preliminary code analysis relative to (PES) systems.
5. Quality review by department managers.
6. Issue SD Submittal to Architect.
7. Project Management.

**Design Development Phase** - Based on Owner and Architect approval of the SD Documents, and any adjustments in scope or fee occurring as a result, this phase includes:

1. Attend Two (2) meetings with Owner and Architect to review work progress. This meeting will be attended by one or more representatives of Engineer, depending on the agenda.
2. Attend coordination meetings at your office on an as-needed basis. Engineer's attendees will be determined by the content of the meeting agenda.
3. Perform design and calculations for (PES) systems.
4. Perform drafting of (PES) drawings.
5. Prepare draft technical specifications for appropriate Sections of CSI Divisions 22 and 26.
6. Perform a code analysis relative to (PES) systems.
7. Perform internal quality reviews (by department managers).
8. Issue DD Phase submittal to Architect.
9. Assist in updating estimate of probable construction cost for (PES) systems.

**Construction Documents Phase** - Based on Owner and Architect approval of the DD Documents, and any adjustments in scope or fee occurring as a result, this phase includes:

1. Attend Two (2) meetings with Owner and Architect to review work progress. This meeting will be attended by one or more representatives of Engineer depending on the agenda.
2. Attend coordination meetings at your office on an as-needed basis. Engineer's attendees will be determined by the content of the meeting agenda.
3. Prepare final (PES) engineering documents and specifications for competitive bidding.
4. Perform final coordination with fountain and lighting designers.
5. Perform internal quality control reviews (by department managers).
6. Issue a 95% completed set of drawings and specifications for Owner and Architect to review.
7. Attend one final review meeting with Owner and Architect.
8. Issue Construction Documents to Architect.

**Bidding and Negotiation Phase** - This phase includes:

1. Attendance at a Pre-Bid Conference by the engineer project manager.
2. Technical assistance during bidding and issuing clarifications to the bid documents by addenda through the Architect.

**Construction Phase** - This phase includes:

1. Review Contractor submittals (shop drawings).
2. Perform Two (2) field observations at the project site during construction. An observation report will be prepared for each visit.



3. Provide technical assistance to the Contractor in dealing with unforeseen conditions, and respond to Contractor's Requests for Information and/or interpretations of design intent.
4. Perform a final field observation for (PES) construction work at project completion, and prepare a punch list of items found not to be in conformance with the Contract Documents.

**Post Construction Phase** - This phase includes:

1. Review Contractor-supplied record drawings and operation and maintenance manuals.

**DELIVERABLES**

The following documents, in the following quantities, will be provided by Engineer at the end of each phase:

**SD Phase** – One reproducible system narrative and schematic drawings.

**DD Phase** – One set of reproducible drawings and draft specifications

**Construction Documents Phase** -- One set or reproducible drawings and original specifications at 95% complete  
One set or reproducible drawings and original specifications for bidding

**ASSUMPTIONS**

1. The Architect will provide electronic format background drawings for our use.
2. AutoCAD 2012 will be utilized for project drawings.
3. Front-end specifications will be prepared by the Architect.
4. Master Spec will be used for project specifications. Horner & Shifrin, Inc. will prepare Divisions 22 and 26 for insertion into the project manuals. Structural specifications will be on the drawings.

**ADDITIONAL SERVICES**

The following services are not included in Engineer's scope of work for this project, unless specifically otherwise indicated herein:

1. Owner-initiated changes to previously-approved documents.
2. Unanticipated construction administration services resulting from lengthened construction period or poor Contractor performance.
3. Preparation of detailed descriptions of alternate bids.
4. Regular site visits during construction, beyond those observation visits previously identified.
5. Preparation of Change Orders resulting from Owner- or Architect-initiated changes.
6. Preparation of detailed phasing plans.

The attached Hourly Rate Schedule is submitted for use in determining the additional compensation due Engineer for Owner- or Architect-authorized work performed which is beyond the scope of this Proposal.





### **SERVICES SPECIFICALLY NOT INCLUDED**

The following services are specifically not included in Engineer's scope of work for this project:

1. Construction cost estimating.
2. Responsibility for uncovering and correcting existing asbestos or other hazardous materials.
3. Preparation of construction contracts or review of Contractor's Pay Requests during construction.
4. Preparation of construction schedules.

### **SCHEDULE**

We are prepared to start our work on this project immediately following our receipt of a counter-signed copy of this Proposal. We fully expect to be able to provide our work to you within your time schedule.

### **ARCHITECT'S RESPONSIBILITIES**

The Architect agrees that it is their responsibility to:

1. Review documents submitted by Engineer to Architect for review, and to make decisions which affect Engineer's design work in a timely manner to avoid schedule delays.
2. Provide full information regarding requirements for the project.
3. Designate a representative authorized to act in the Architect's behalf with respect to the project.

### **FEES**

Horner & Shifrin, Inc. proposes to perform the above scope of work for a lump sum broken down as follows;

Schematic Design Fee =	\$1,750.00
Design Development Fee =	\$3,450.00
Construction Document Fee =	\$5,950.00
Bid Negotiation Fee =	\$ 950.00
Construction Administration =	\$3,450.00

Total Fee = \$15,500.00



**REIMBURSABLE EXPENSES**

Engineer shall be compensated for reimbursable expenses incurred in performance of the services described herein, over and above the lump sum fee amount stated above. Reimbursable expenses shall be invoiced at Engineer's actual cost. Reimbursable expenses include the following:

1. Reproduction of plans, specifications and other documents in quantities greater than those previously stated to be included in this Proposal as Deliverables.
2. Postage and expedited delivery services.
3. Travel to and from project site.

**ATTACHMENTS**

1. Hourly Rate Schedule
2. Terms and Conditions

If this proposal is acceptable, please sign in the appropriate space and return one signed original to our office. We greatly appreciate the opportunity to provide this proposal, and look forward to working with Powers Bowersox toward the successful completion of the project.

Respectfully Submitted,

Brian D. Heideman, P.E.  
Associate Vice President

**ACCEPTED FOR POWERS BOWERSOX:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Horner & Shifrin, Inc.**  
**Hourly Billing Rates by Employee Categories**

Rates Effective February 1, 2013

Building Services Prof 1	\$180.00
Building Services Prof 4	\$140.00
Building Services Prof 5	\$135.00
Building Services Prof 10	\$83.00
Building Services Tech 2	\$80.00
Building Services Tech 3	\$77.00
Structural SP1	\$180.00
Structural SP3	\$138.00
Structural SP11	\$80.00
Structural SP12	\$72.00
Clerical	\$66.00

Horner & Shifrin, Inc.  
Engineers/Planners

Missouri Office  
5200 Oakland Avenue  
St. Louis, Missouri 63110  
314-531-4321

Illinois Office  
640 Pierce Blvd., Suite 200  
O'Fallon, Illinois 62269  
618-622-3040



## **HORNER & SHIFRIN, INC. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **1. SCOPE OF SERVICES**

Horner & Shifrin, Inc. ("Engineer") will perform the services set forth in the Agreement, of which these terms and conditions are hereby made a part.

### **2. PAYMENTS TO ENGINEER**

- A. Compensation will be as stated in the attached Agreement. Statements (invoices) are payable upon receipt. A late payment charge will be added to all amounts not paid within 30 days of statement date; calculated at 1.5 percent per month from statement date. Any costs incurred by Engineer in collecting and delinquent amount, including reasonable attorney's fees, shall be reimbursed by Client. If a portion of Engineer's statement is disputed, the undisputed portion shall be paid by Client by the due date. Client shall advise Engineer in writing of the basis for any disputed portion of any statement.
- B. Taxes as may be imposed by Federal, state and local authorities (other than Federal and state income tax, and City of St. Louis Earnings Tax) shall be in addition to the payments due Engineer that are stated in the Agreement.

### **3. INSURANCE**

- A. During the course of performance of its services, Engineer will maintain Worker's Compensation insurance with limits as required by statute, Professional Liability insurance with annual aggregate limit of \$1,000,000., and Commercial General and Automobile Liability insurance with combined single limits of \$1,000,000.
- B. If the Project involves on-site construction-phase services by the Engineer, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming the Client as a Named Insured and the engineer as an additional insured or to endorse Client and Engineer as additional insured's on construction contractor's liability insurance policies covering claims for personal injuries and property damage. Construction contractors shall be required to provide certificates evidencing such insurance.

### **4. INDEMNIFICATION**

- A. Client agrees to require all construction contractors to indemnify, defend and hold harmless Client and Engineer from any and all loss where loss is caused or incurred (or alleged to be caused or incurred) in whole or in part as a result of the negligence or other actionable fault of the contractors, their agents, or subcontractors.
- B. If this project involves construction, and Engineer does not provide engineering services during construction (including, but not limited to, on-site monitoring, site visits, shop drawing review and design clarifications), Client agrees to indemnify and hold harmless Engineer from any liability arising from construction of this Project or Contractor legal actions against Client.

### **5. PROFESSIONAL RESPONSIBILITY**

- A. Engineer will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification or opinion produced pursuant to this Agreement.
- B. In no event will Engineer be liable for any special, indirect or consequential damages; including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, or governmental fines or penalties.
- C. The Engineer's aggregate liability for all damages connected with its services for the Project, not excluded by the preceding subparagraph, will not exceed the compensation paid for services.
- D. The obligations and remedies stated in this Paragraph 5. Professional Responsibility, are the sole and exclusive obligations of Engineer and remedies of Client, whether liability of the Engineer is based on contract, warranty, strict liability, tort (including negligence), indemnity or otherwise.



**6. ACCESS**

Client will provide access (right of entry) for Engineer's staff, its agents, sub-consultants, and others, as appropriate for this Project; and Client will be responsible for the time, place, and manner of entry upon all property where Engineer is to provide services under this Agreement. Client agrees to hold Engineer harmless from any and all liability or claims arising from such entry onto property by Engineer. Engineer will take reasonable precautions to minimize property damage; however, it is understood that some minor damage may occur; for which Engineer shall not be held responsible.

**7. ENVIRONMENTAL CONDITIONS**

Nothing in this Agreement shall impose any responsibility or liability on Engineer for expenses, claims, or damages arising from, or in any manner related to, the presence of constituents of environmental concern (such as, but not limited to, lead, asbestos, PCB's, RCRA-regulated substances, petroleum products, radioactive materials, or toxic substances).

**8. ESTIMATES AND PROJECTIONS**

Engineer's estimates and projections of construction costs and/or schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment. Since Engineer has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, and other factors, Engineer cannot and does not guarantee the accuracy of any of Engineer's estimates and projections related to this Project.

**9. ON-SITE SERVICES**

On-site visits by Engineer during construction or equipment installation for Project, or the furnishing of on-site Project representatives, shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any failure by construction contractor(s) to perform their work in accordance with the Contract Documents.

**10. CHANGES**

Client shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation, upon execution of a mutually acceptable contract amendment signed by an authorized representative of the Client and an Officer of the Engineer.

**11. TERMINATION OR SUSPENSION**

- A. Services may be terminated by the Client or Engineer by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay Engineer all amounts due Engineer for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by Engineer in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid lump sum or not-to-exceed fee.
- B. The provisions of this Contract have been agreed upon with the expectation of any orderly progression of the project to completion. In the event of project suspension by the Client for a period in excess of three (3) months, Engineer may (at Engineer's sole discretion) perform activities necessary to complete critical calculations, organize project files, or otherwise prepare for an orderly cessation of work; and Engineer shall be entitled to invoice Client for reasonable labor and reimbursable expenses incurred in performing such activities.

**12. DISPUTE RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction, or following completion of the Project, Client and Engineer agree that all disputes between them arising out of, or relating to, this Contract shall be submitted to non-binding mediation (unless the parties mutually agree otherwise), thereby providing for mediation as the primary method for dispute resolution between Client and Engineer.



**13. PRINTED OR ELECTRONIC MEDIA**

- A. Client shall not make, or permit to be made, any modifications to any documents, including drawings and specifications, furnished by Engineer pursuant to this Contract, without the prior written authorization of Engineer. Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses (including attorney fees) arising from any modification of such documents.
- B. Electronic files transmitted by Engineer are submitted for an acceptance period of fourteen (14) calendar days. Any defects which Client discovers during this period will be reported to Engineer, and subsequently corrected by Engineer. Any corrections of defects reported after the acceptance period will be at Client's cost.
- C. Only data or work products delivered by Engineer as instruments of service with respect to this Contract in the form of hard copies may be relied upon by Client. Any electronic files furnished in respect to Engineer's services are supplied for the convenience of the Client or others. Any conclusions or information derived from such electronic files shall be at Client's sole risk, because such files can be modified by others or inadvertently corrupted.

**14. OWNERSHIP AND USE OF DOCUMENTS**

All documents, including drawings and specifications, furnished by Engineer pursuant to this Contract are instruments of service; and shall remain the property of Engineer. Such documents are not intended, or represented, to be suitable for reuse by Client or others, on extensions of this Project or any other work. Any reuse without the written permission of, or adaptation by, Engineer shall be at Client's sole risk and without liability to Engineer; and Engineer shall be entitled to further compensation, at rates to be mutually agreed between Client and Engineer. The Client shall indemnify and hold harmless Engineer from all claims, damages, and expenses (including attorney fees) arising out of any unauthorized reuse.

**15. RIGHTS AND BENEFITS**

Engineer's services under this Contract will be performed solely for the benefit of the Client, and not for the benefit of any other person or entity.

**16. ENTIRE CONTRACT**

- A. These Terms and Conditions and the related Agreement constitute the entire Contract between the Engineer and Client relative to the Engineer's services for this Project. All previous or contemporaneous agreements, representations, promises, or conditions pertaining to the Engineer's services for this project are hereby superseded.
- B. Since terms contained in purchase orders do not generally apply to professional services, in the event the Client issues to Engineer a purchase order, no preprinted terms thereon shall become part of this Contract. Said purchase order document, whether or not signed by Engineer, shall be considered solely as a document for Client's internal management purposes.
- C. This Contract may be amended, in writing, by mutual agreement between the Engineer and Client.

**END OF DOCUMENT**

March 27, 2013

Fred Powers  
Powers Bowersox Associates, Inc.  
300 North Fourth Street  
Suite 206  
St. Louis, MO 63102

SUBJECT: Proposal for Civil Engineering Services  
Chesterfield – Honor Park  
City of Chesterfield, Missouri  
CDI Project Number: P1120

Dear Fred:

Thank you for the opportunity to provide this proposal for professional Civil Engineering and Surveying services. The following depicts our understanding of the scope of work for this project.

## **PROJECT DESCRIPTION**

The project site is located within the City of Chesterfield's Central Park, and the park is located on Veteran's Place Drive. The park is owned and maintained by the City of Chesterfield. The project area is generally located at the center of what is considered Linear Park.

Site Information: The proposed site area is existing green space, with sidewalks and some small plaza pavement. The current conceptual site plan for the project shows a water feature, sidewalk/pathways, concrete seat walls, flag poles, and trees. The existing south and central plazas will need to be demolished.

Utility Information: From preliminary utility research, an existing sanitary sewer is located approximately 20' west of the sidewalk that parallels Veteran's Place Drive. The existing storm sewer system drains into an inlet located to the west of the area intended for Honor Park. Due to the proposed area of disturbance, and the extra storm water generated by the impervious portions of the project, it is assumed that MSD Water Quality will not have to be considered. However, storm water quantity will have to be considered.

Grading Information: The existing site is relatively flat.

## **CIVIL ENGINEERING RESPONSIBILITIES**

### **DELIVERABLES**

#### **Schematic Design**

An architectural site plan has been completed by Powers Bowersox Associates, Inc., and it is assumed that this file will be made available to CDI for the purposes of the project. CDI will be responsible for providing the topographic survey with an electronic copy (Microstation) of the survey. CDI will produce a schematic level civil site plan. CDI will also begin dialog with MSD and all other pertinent utility companies.

#### **Project Management**

- Site visit: Visit the site to become familiar with site conditions as well as field check topographic information. CDI may also meet with utility companies on site to verify existing utilities as well as plan proposed utility improvements.
- Project Kick-off Meeting: Project kick-off meeting to discuss the design, schedule, budget, contract, etc.
- Design Team Meeting: Meeting to discuss any design issues with the full design team: Architectural, Structural, Landscaping.

#### **Construction Drawings (SD level documents)**

- Site Plan - Plan drawing(s) of existing and proposed site, utility and grading improvements.

#### **Design Development**

The Design Development phase of the project will immediately follow the Schematic Design Phase, and will consist of the following services:

#### **Project Management**

- Design Team Meetings: Coordination meetings to discuss project issues. Planning and discussions from these meetings will be used to develop the project design.
- Permit Reviews: CDI will be responsible for coordination in order to submit/review/obtain permits as described in the "Permitting and Review Agency" portion of this proposal.
- Utility Coordination: CDI will coordinate site utilities (excluding electrical, cable, data services) with each respective utility company.
- QA/QC: CDI will employ in-house expertise to check design and construction improvements and modify the construction documents accordingly.



**Design Calculations/Reports**

- General site storm sewer design calculations (drainage areas, flow calculations, pipe sizing).
- Other site design calculations (sanitary sewer, water).

**Construction Drawings (DD level documents)**

- Demolition Plan – Plan drawing(s) of all expected site and utility demolition items.
- Site/Utility/Grading Plan - Plan drawing(s) of existing and proposed site, utility and grading improvements.
- Details – Plan drawing(s) of proposed site improvements.
- Drainage Area Maps - Plan drawing(s) detailing drainage areas and storm water hydraulics, as necessary.

**Construction Specifications (DD level documents)**

- Outline specifications for all civil site design related construction (site clearing, earthwork, concrete paving, storm sewer piping, sanitary sewer piping, water piping, etc.).

**Construction Cost Estimate (DD level documents)**

- CDI will prepare an opinion of probably construction cost for all civil site related items. This cost estimate will contain specific civil site quantities and unit costs.

**Construction Documents**

The Construction Document phase of the project will immediately follow the Design Development Phase, and will consist of the following services:

**Project Management**

- Project Meetings: Coordination meetings to discuss project issues.
- QA/QC: CDI will employ in-house expertise to check design and construction improvements and modify the construction documents accordingly.

**Construction Drawings (100% complete)**

- Demolition Plan – Plan drawing(s) of all expected site and utility demolition items.
- Site Plan - Plan drawing(s) of all existing and proposed site improvements (pavement materials, entrances, walks, walls, fencing, etc.) as well as location data for construction (control points, dimensions).

Proposal for Honor Park  
CDI Project Number R1120

- Utility Plan - Plan drawing(s) of all existing and proposed utilities (sanitary sewers, storm sewers, water service) as well as removal/abandonment of existing service lines (if required) and location data for construction (control points, dimensions).
- Grading and Erosion Control Plan - Plan drawing(s) of all existing and proposed grading (contours, spot elevations, min/max slopes) and all proposed erosion control measures (silt fences, inlet sedimentation traps). Plan shall also include location data for construction (control points, dimensions).
- Site Details – Drawing(s) detailing all site features (pavement sections, entrances, sidewalks, pavement joints, retaining wall sections, signage, bollards, etc.).
- Utility Details – Drawing(s) detailing all utility features (manholes, inlets, cleanouts, pipe trenches, water vaults, fire hydrants, etc.)
- Grading/Erosion Control Details – Drawing(s) detailing all grading and construction erosion control measures (siltation fences, inlet sedimentation checks, siltation basin, etc.)
- Sewer Profiles – Profile drawing(s) detailing new storm and sanitary sewer
- Drainage Area Maps - Plan drawing(s) detailing drainage areas and storm water hydraulics, as necessary.

**Construction Specifications (100% complete)**

- Specifications for all civil site design related construction (site clearing, earthwork, concrete paving, asphalt paving, paving joint sealants, storm sewer piping, sanitary sewer piping, water piping, etc.).

**Construction Cost Estimate (100% complete)**

- An updated cost estimate, using the design development cost estimate as a base. CDI will further detail the estimate, adding/deleting items and further scrutinizing construction unit costs.

**Bidding**

- Attend the pre-bid meeting.
- Assistance with bidding questions during the bid period.
- Producing drawings and/or written project modifications (addenda).

**Construction Administration**

**Administration**

- Review civil site related contractor questions and submittals.

**Observations (Site Visits)**

- General Construction: 4 site visits during construction to inspect the site work progress and assure adherence to the plans and specifications.
- Punch List: 1 site visit to generate a civil site punchlist documenting civil site related construction deficiencies for contractor correction.
- Punch List Verification: 1 site visit to confirm that all punch list items have been completed.

**Permitting and Review Agencies**

- City of Chesterfield (Building Permit): CDI assumes that Powers Bowersox Associates, Inc.(PBA) will be coordinating this effort with the City of Chesterfield, and that CDI will make drawings and any other required information available to PBA/City of Chesterfield as needed.
- Metropolitan St. Louis Sewer District (MSD):MSD is the regulatory authority that owns and maintains all public sewers in St. Louis City and County. MSD requires review and approval of any project which will contribute storm or sanitary water to public sewers, as well as may cause land disturbance. Current MSD guidelines require adherence to MSD storm water management criteria: water quality, channel protection and flood protection. Water Quality: since it is assumed that the total project land disturbance will be less than 1 acre, MSD water quality improvements will not be required. Channel and Flood Protection: since the project area has an existing lake that serves to handle storm water runoff in the form of detention, CDI assumes that the increase in storm water flow generated by the new development will not require any hydraulic analysis of the existing lake area.
- American Water (Fountain Water Services): CDI will coordinate all plan reviews for the new fountain with American Water as part of this project. If it is determined that a water main flow test is needed for this project, CDI can subcontract these services as a reimbursable expense.
- Missouri Department of Natural Resources (MDNR): MDNR is the regulatory authority that governs land disturbance activities in the State of Missouri. Any land disturbance less than 1 acre does not require an MDNR permit. It is not anticipated that the project will disturb greater than 1 acre of land, therefore coordination with MDNR will not be necessary.
- City of Chesterfield (Land Disturbance Permit): Since the City of Chesterfield will require a land disturbance review for permit issuance, CDI will coordinate with the City of Chesterfield and produce a Storm Water Pollution Prevention Plan (SWPPP) and any other erosion control drawings.

**ASSUMPTIONS**

- Existing Utility capacity: CDI assumes that the existing utilities surrounding the site, such as water mains, sewer mains, etc. are in good condition. Some utilities, such as water and sewers may not have adequate capacity to provide suitable services for this new development.

Redesign of existing off-site utilities in order to increase capacity or upgrade deteriorated facilities is not in CDI's scope of work, however, CDI can provide this design work as an additional service.

- This site is free from any wetland, archeological and environmental issues. No environmental mitigation/remediation will be required. If it is discovered that there are any environmental issues associated with this site, CDI can contract directly with an Environmental Engineering firm as a lump sum reimbursable service.
- The site is not within flood plain or flood way.
- The drawings for this project will be created using Microstation.

### **EXCLUSIONS**

- CDI does not provide site electrical engineering services (electrical/telephone/cable/data services to the new building and site lighting). CDI assumes that other consultants will be responsible for these services.
- CDI does not provide irrigation design services. Our plans would coordinate with an irrigation designer to provide the required sleeves for irrigation piping where required. CDI assumes that the project Landscape Architect or contractor's design built landscaper will provide these services.
- CDI does not provide surveyed as-builts as a standards service. It is assumed that the contractor will provide any surveyed as-built drawings necessary for MSD or other review agencies. If as-built drawings must be provided by CDI, CDI can provide these foran additional service.
- CDI does not provide flood studies as a standard service. Flood studies, including "no-rise" flood investigations and/or FEMA map revisions can be done as anadditional service.
- CDI does not perform traffic studies or traffic signal design. CDI can contract with and manage a traffic engineer to perform these services as a lump sum reimbursable expense.
- CDI does not prepare survey boundary adjustments, easement exhibits, right-of-way vacation exhibits, record plats, or construction staking as a standard service. CDI can provide these services as an additional service.

### **ADDITIONAL SERVICES**

Additional services for CDI, subject to approval by the Owner, can be performed given a clear and defined scope of work.

## **2013 CDI STANDARD HOURLY RATE SCHEDULE**

Proposal for Honor Park  
CDI Project Number R1120

Tricia Bohler, P.E.  
Civil Design, Inc.  
314-880-4380

Proposal for Honor Park  
 CDI Project Number R1120

Principal	\$180
Project Manager II	\$170
Project Manager I	\$145
Project Engineer III	\$130
Project Engineer II	\$110
Project Engineer I	\$80
Designer II	\$75
Designer I	\$70
Field Technician II	\$70
Field Technician I	\$55
Engineering Intern	\$50
Clerical	\$65
Professional Land Surveyor II	\$115
Professional Land Surveyor I	\$100
Survey Technician I	\$70
2 Man Survey Crew	\$150

**PROJECT FEES**

Survey	\$1,440
Schematic Design	\$2,350
Design Development	\$3,890
Construction Documents	\$3,960
Bidding	\$1,180
Construction Administration	\$2,190
<b>Total</b>	<b>\$14,870</b>

This project will be fixed fee plus reimbursable expenses. Reimbursable expenses will include printing/plotting and delivery costs (estimated at \$200), MSD submittal fee (\$250) and MSD review fee (estimated \$200), (Total: \$650) and will be invoiced at cost plus 10%. This proposal has been drafted using all information available at this time.

Please call if you have any questions. We look forward to working with you on this project.

Sincerely,

RANDY  
BURKETT  
LIGHTING  
DESIGN

April 3, 2013

Mr. Fred Powers  
Powers Bowersox Associates, Inc.  
300 North 4<sup>th</sup> Street  
Suite 206  
Saint Louis, Missouri 63102

RE: Chesterfield Veterans Honor Park  
Professional Lighting Design Services (Revision A)

Dear Fred:

Randy Burkett Lighting Design, Inc. is pleased to submit this proposal to provide professional lighting design services for the Chesterfield Veterans Honor Park project. Based upon my review of the project design renderings, and follow-up discussions with you and Matt, I would suggest the following.

- I. Scope of Work (See Attached Reference Document)
  - A. Honor park pedestrian areas
  - B. Landscape (as appropriate)
  - C. Signage
  - D. Water feature (general review and comment on Fountain Consultant concepts for lighting)
- II. Scope of Services
  - A. Schematic Design Phase
    1. Participate in initial design kickoff session with Architect and Design Team. Establish lighting design goals, objectives and lighting criteria for areas identified under the Scope of Work. Visit site to conduct review of existing conditions and document for further use in lighting development.
    2. Prepare up to three (3) lighting design options for the park's lighting design. Illustrate schemes with sketches, illustrations and basic nighttime renderings.

RANDY  
BURKETT  
LIGHTING  
DESIGN

April 3, 2013  
Chesterfield Veterans Honor Park  
Professional Lighting Design Services (Revision A)  
Page 2

II. Scope of Services (Continued)

A. Schematic Design Phase (Continued)

3. Provide lighting manufacturer cut sheets for preliminary lighting equipment selections.
4. Provide preliminary cost estimate for each scheme.
5. Participate in follow-up meeting with Architect and Owner to present and discuss lighting design concepts. Selection of desired direction for lighting design schemes will take place at this time.

B. Design Development Phase

1. Provide further development of Schematic Design selected option into a Design Development level layout.
2. Develop Design Development level lighting fixture schedule.
3. When necessary, prepare computer aided calculations to ensure achievement of desired lighting conditions and compliance with illumination requirements.
4. Prepare sketches detailing interface of lighting and architectural/landscape elements, including specific dimensional requirements of light fixtures, to aid Architect in development of Construction Document quality details.
5. Participate, as needed, in design coordination teleconferences with Architect and others to ensure cohesiveness and proper interpretation of concepts.

C. Construction Document Phase

1. Following selection of desired lighting design schemes prepare final lighting design layout.



RANDY  
BURKETT  
LIGHTING  
DESIGN

April 3, 2013  
Chesterfield Veterans Honor Park  
Professional Lighting Design Services (Revision A)  
Page 3

II. Scope of Services (Continued)

C. Construction Document Phase (Continued)

2. Produce AutoCAD-based lighting design layers for use by the Architect, Engineer and/or other Design Team members in development of their final lighting plan. Include all necessary information to communicate design intent. Execute revisions to lighting design layouts related to coordination.
3. Produce lighting fixture schedule for inclusion with the Construction Document Package.
4. Provide updated set of lighting fixture information/cut sheets.
5. Conduct review of all the Architectural, Landscape and Engineering lighting related plans of those areas addressed under Scope of Work for correctness, completeness, and appropriate interpretation of lighting design intent. Recommend alterations, as necessary, to ensure proper translation of approved lighting schemes.
6. Participate in CD coordination meetings and teleconferences.

D. Bidding and Construction Administration

1. Review and approve (or take other appropriate action in respect of lighting equipment shop drawings and samples, the results of tests and inspections and other data which each Electrical Contractor is required to submit. Provide related comment to Architect on non-lighting submittals related to lighting design, as requested.
2. Assist in resolving lighting related questions from the field related to the original lighting design. This will involve RFI and written reviews only, no actual field trips, except as an additional service.
3. Review project and provide final lighting punch list.
4. Prior to Owner takeover provide on-site recommendations for, and observation of, the aiming and adjusting of all lighting equipment and control devices by the Contractor, to insure compliance with design intent.

RANDY  
BURKETT  
LIGHTING  
DESIGN

April 3, 2013  
Chesterfield Veterans Honor Park  
Professional Lighting Design Services (Revision A)  
Page 4

III. Lighting Design Compensation Schedule

- A. The Client shall compensate Randy Burkett Lighting Design, Inc. for Basic Services described above on a lump sum basis, by phase, as follows, excluding reimbursables:

Schematic Design Phase	\$3,000.00
Design Development Phase	\$2,500.00
Construction Documents Phase	<u>\$4,000.00</u>
<b>Total</b>	<b>\$9,500.00</b>
Bidding and Construction Administration Phase	\$1,000.00 to \$2,500.00, depending on complexity of lighting design solution

- B. Hourly rates for those personnel currently assigned to work on the project are as follows:

Principal	\$200.00/hr.
Senior Designer	\$150.00/hr.
Designer II	\$100.00/hr.
Designer I	\$ 95.00/hr.
Design Assistant	\$ 85.00/hr.

The hourly rates include customary overhead costs such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits, and profits.

- C. Randy Burkett Lighting Design, Inc. will bill, and the Client shall pay, monthly for services rendered and for reimbursable expenses as defined in Article V hereof.

RANDY  
BURKETT  
LIGHTING  
DESIGN

April 3, 2013  
Chesterfield Veterans Honor Park  
Professional Lighting Design Services (Revision A)  
Page 5

IV. Additional Services and Compensation

If, upon request and authorization by the Client, Randy Burkett Lighting Design, Inc. shall provide services in addition to the Basic Lighting Design Services described above for the Project, Randy Burkett Lighting Design, Inc. shall be additionally compensated therefore as agreed.

V. Reimbursable Expenses

Randy Burkett Lighting Design, Inc. shall be reimbursed at cost, for incidental expenses incurred in performing services, including presentation materials, printing, telephone and travel outside the St. Louis area.

Reimbursables are estimated at \$300.00.

VI. Acts of Others

Randy Burkett Lighting Design, Inc. will not be responsible for the acts or omissions of the Client, the Client's other consultants, the Contractor and Subcontractor or their agents or employees, or any other persons involved in the Project.

VII. Termination

This Agreement may be terminated by the Client at any time upon written notice of termination to Randy Burkett Lighting Design, Inc. Randy Burkett Lighting Design, Inc. shall be paid for all services rendered to the date of receipt of the notice of termination.

Please review this proposal in detail and let me know if you have any specific questions or comments.

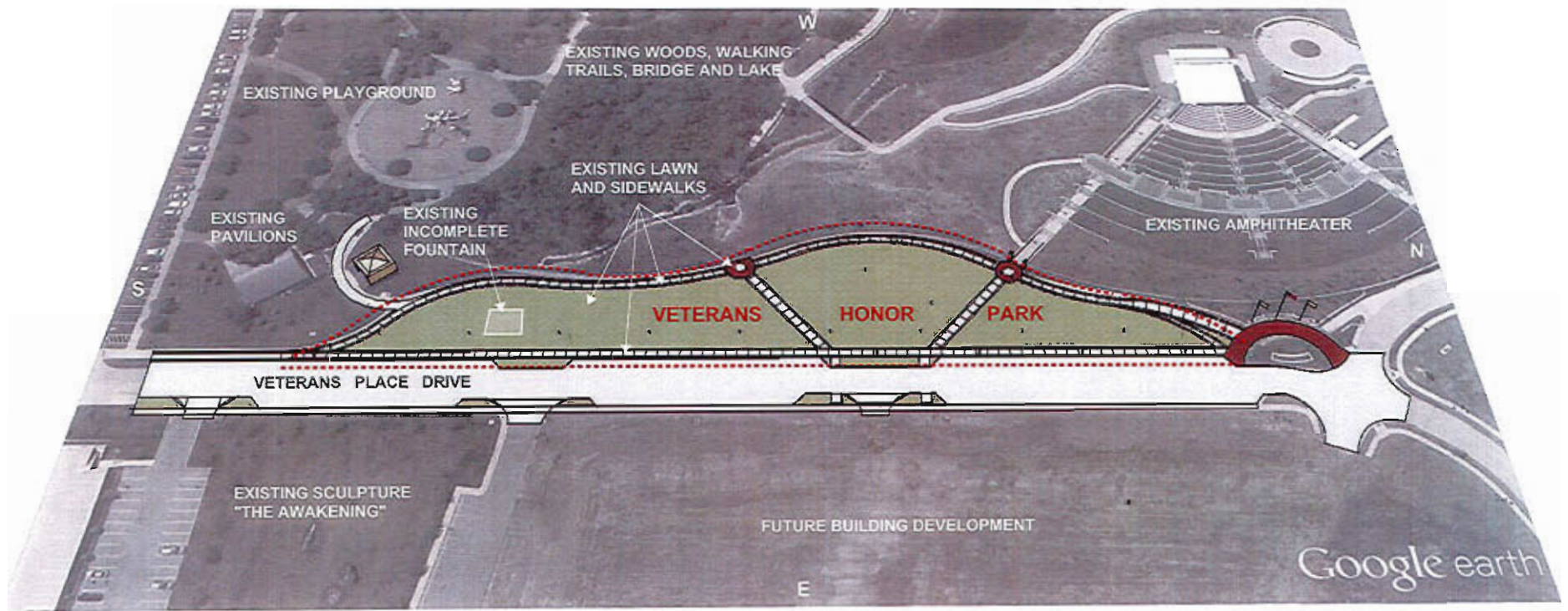
Sincerely,



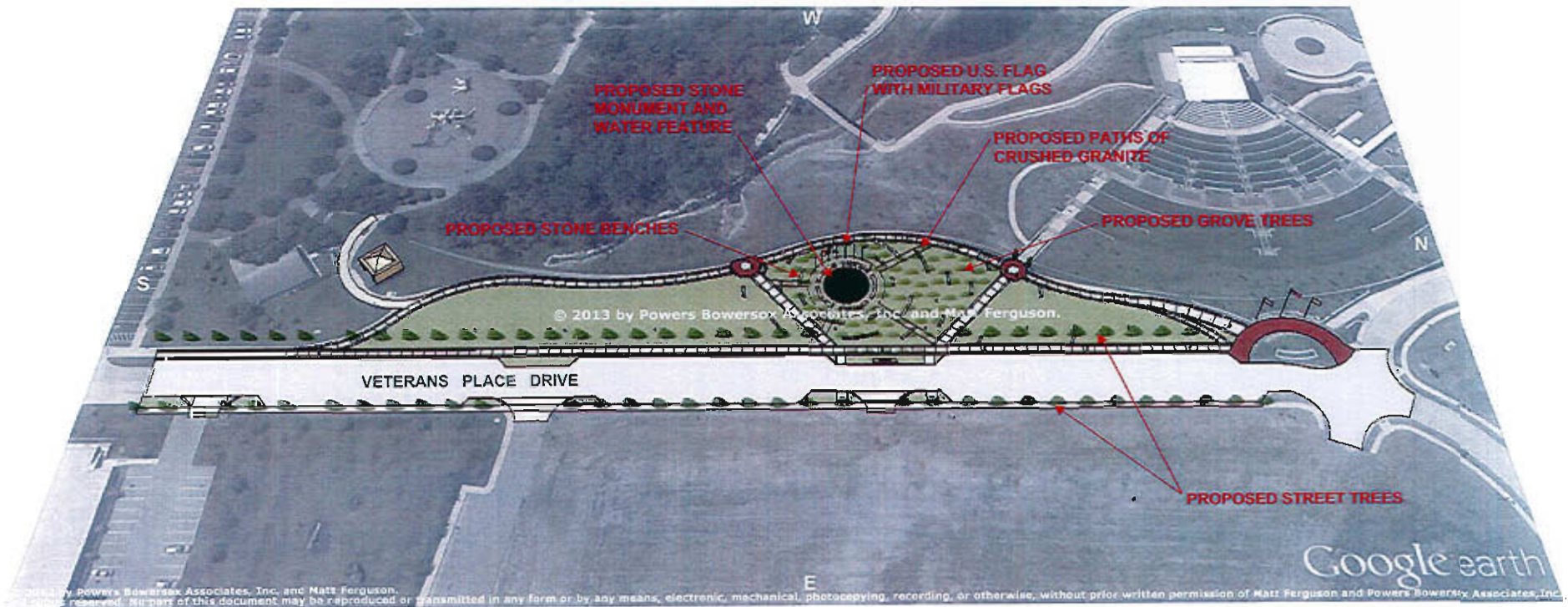
Randy Burkett, FIALD, IESNA, LC  
President and Design Principal

# Veterans Honor Park

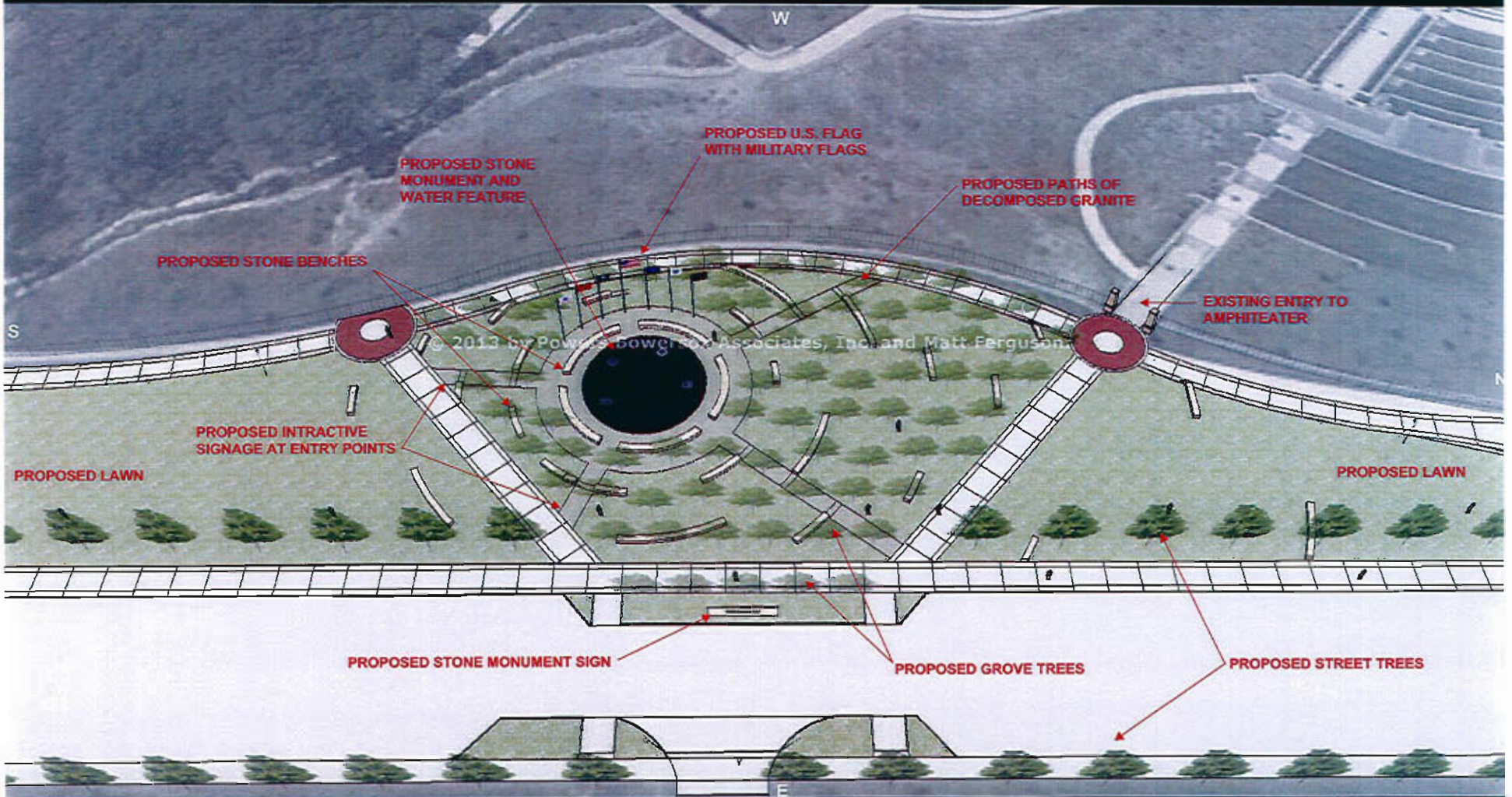
Chesterfield, Missouri



Existing Site



Proposed Site



Main Elements

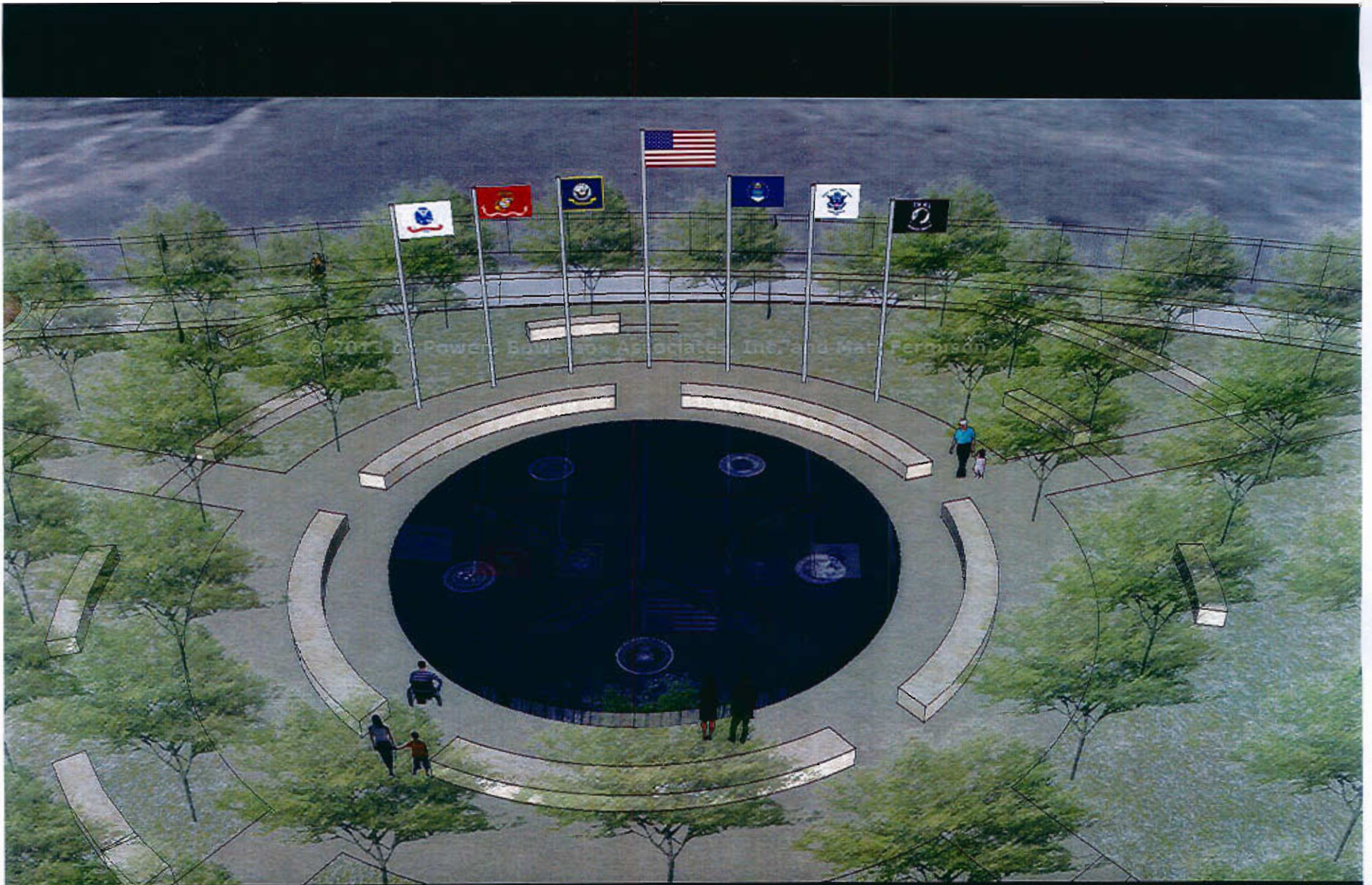


Monument and Grove





Flag display and monument site



Bird's-eye view of monument



© 2013 by Powers-Bowers & Associates, Inc. Ferguson, MO

Path through the grove



Grove Trees in Summer



The United States Flag, the flags of each military branch, and the POW/MIA flag will fly in close proximity to the monument.



Red Sunset Maple street trees define Veteran's Place Drive and the eastern edge of the Veteran's Honor Park.



A grove of flowering trees would define an intimate space around the monument. The trees would offer seasonal interest year round and would filter sun light as shade for those gathering at the monument site in the heat of the summer.



The Downy Service Berry offers seasonal interest year round with 5-pedelled flowers in the spring, small green leaves during the growing season, and orange-red foliage in the fall.





Civil Rights Memorial - Maya Lin



Stone and water combine to form an approachable central monument.

Arts Plaza, Dallas, Texas

... & NORMAN BRINKER  
NANCY & CLINT CARLSON  
COMMUNITIES FOUNDATION OF TEXAS  
MARY ANNE & RICHARD CREE  
LINDA & BILL CUSTARD & L. FRANK PITTS  
THE DALLAS OPERA LANDMARK FUND  
ARLENE & JOHN DAYTON  
CHADWICK-LOHER FOUNDATION  
THE BRADBURY DYER III FOUNDATION  
THE ROSEMARY & ROGER ENRICO FAMILY  
THE ROSEMARY & ROGER ENRICO FAMILY  
AMY & VERNON FAULCONER  
CANDICE & ROBERT HAAS  
CANDICE & HOWARD HALLAM  
FANCHON & HOWARD HALLAM  
HOBLITZELLE FOUNDATION  
HOBLITZELLE FOUNDATION  
GENE & JERRY JORDAN  
... PARTNERSHIP ... FEMINISM

Water flows over inspiring quotes and military branch seals that are engraved or inlayed into the stone.



Hawthorn - State flower of Missouri.



Crinoid - State fossil of Missouri



The star is the prominent form and symbol in the monument.