

RESOLUTION 185

AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH BOOKER ASSOCIATES FOR PARKS FACILITY DESIGN AND CONSTRUCTION SUPERVISION

WHEREAS, the residents of the City of Chesterfield voted overwhelmingly to approve a Parks Bond Issue in November, 1994; and,

WHEREAS, the City Council had previously selected Booker Associates to develop a Parks Master Plan, from which the specific projects to be funded by the Parks Bond Issue were selected; and,

WHEREAS, the Public Works/Parks Committee of City Council authorized establishment of a "negotiating team" to negotiate the terms, conditions, scope and price of a contract with Booker Associates for the design and construction supervision of all facilities to be constructed with funds from the Parks Bond Issue; and,

WHEREAS, those negotiations have been successfully concluded.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1 - The City Administrator is hereby authorized to execute a contract with Booker Associates for the sum of \$390,000, attached hereto and shown as "Attachment A".

Section 2 - The total cost for this project shall be funded by the Parks Bond Issue.

Section 3 - The Public Works/Parks Committee of City Council is hereby authorized to approve establishment of a "Parks Steering Committee", to interact directly with Booker Associates throughout the completion of their work on this project, and to appoint members thereto.

ADOPTED THIS 15TH DAY OF MAY, 1995


MAYOR

ATTEST:


CITY CLERK

ATTACHMENT "A"

March 27, 1995

City of Chesterfield
922 Roosevelt Parkway
Chesterfield, Missouri 63017

Attention: Mr. Michael G. Herring
City Administrator

Re: Professional Services
Design and Construction Administration
for Four (4) Proposed Municipal Parks
City of Chesterfield
November 1994 Parks Bond Issue
Booker Proposal No. PE-94160 (Revision 3)

Gentlemen:

We are pleased to submit this proposal for the provision of professional services in connection with the above project.

OBJECTIVE

The objective of the professional services to be provided by Booker Associates, Inc., hereinafter referred to as Booker, to the City of Chesterfield, Missouri, hereinafter referred to as the Client, will be the programming, design, preparation of contract documents and construction administration services for the facilities to be developed in four (4) proposed municipal parks as described in the Parks System Master Plan Phase I Bond Issue Summary, dated September 1994 as prepared by Booker Associates, Inc. for the City of Chesterfield.

As stated in that document, the construction budget for facility development is approximately \$3,700,000. This proposal is based on the above mentioned Master Plan.

SCOPE OF SERVICES

In order to achieve the above objective, Booker will:

Task I - Programming and Design

1. Meet with the Client to review the project approach and goals.
2. Establish schedules for completion of the various projects.
3. Define user groups.
4. Review project elements and prepare program statement for each park.
5. Conduct workshop with user groups.
6. Obtain topographic and survey data for each park, as required.
7. Review the layout of each site and prepare a refined master plan for each site.
8. Confirm master plan cost estimates.
9. Conduct workshop with user groups.
10. Incorporate comments from workshop and Client representative.
11. Submit for preliminary agency review.

Task II - Contract Documents

1. Prepare design development documents for each park site based on the Client-approved program statement.
2. Obtain geotechnical data and analysis, as required.
3. Establish a bid package for each park site.
4. Prepare construction drawings for each bid package.
5. Prepare technical specifications for each bid package.
6. Prepare construction cost estimates.
7. Prepare submittal data, request agency approvals and apply for development permits from City, county, state and federal agencies having jurisdiction.
8. Prepare bidding documents, conduct a pre-bid conference, and assist the Client in evaluating contractor construction bids received.
9. Assist the Client in contractor selection.

Task III - Construction

1. Provide a qualified construction inspector, experienced in work of the type to be performed to observe construction activities at the site.
2. Perform as liaison between the contractor and the Client.
3. Evaluate contractor schedules.
4. Review the contractor's pay requests.
5. Perform periodic site construction observation during construction. Booker will conduct three (3) site visits per week during the construction periods.

6. Review and coordinate contractor submittals such as shop drawings, pay requests, and other materials pertinent to the project.
7. Review shop drawings, material samples, test data, and other information requests or submissions of the contractor for conformance with design concepts of the project and for compliance with the information given in the construction documents.
8. Prepare change order requests and field orders in accordance with the form and procedures described in the construction documents.
9. Assist the contractor in answering questions pertaining to the work as described in the contract documents.
10. Conduct progress meetings between the Client and contractor and prepare a written progress and observation report on a weekly basis.
11. Conduct a final inspection and punch list for each construction package.
12. Booker shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and shall not be responsible for the contractor's failure to carry out the work in accordance with the construction documents. Nor shall Booker be responsible for the acts or omissions of the contractor and subcontractors, or any other person performing the work.

SUBCONTRACT SERVICES

In addition to the professional services described above, Booker will arrange for the performance of geotechnical investigations and aerial surveys of the sites, under subcontract with an approved firm which specializes in the provision of said services.

PROVIDED BY BOOKER

In undertaking and accomplishing the work, Booker will provide:

1. The services of all professional and technical personnel required for the performance of the work described under Scope of Services above.
2. Twenty (20) copies of the Task I Programming and Design document. Thirty (30) sets of contract documents for each bid package included in Task II.
3. Reproducible copies of plans, specifications and bid documents. One (1) computer disk containing all drawing files will be provided at the conclusion of the project. CADD deliverables will be provided in AutoCAD Release 12.XX format on 3½" diskettes

running under DOS 6.XX on IBM-compatible PCs. Booker makes no warranty, either express or implied, as to the compatibility of these files beyond the above stated hardware and software.

PROVIDED BY CLIENT

In order to assist Booker in the provision of professional services, the Client will provide:

1. The name of a representative to whom Booker will report and from whom Booker will receive review comments, instructions, directions and authorizations.
2. Such legal, accounting and insurance consulting services, if any, which may be necessary to complete the project.
3. Any and all existing data concerning the project which may be available.

TIME OF PERFORMANCE

Booker will commence work immediately upon authorization to do so and complete the packages within the time periods given below.

1. Task I will be completed in one hundred twenty (120) calendar days from notice to proceed.
2. Task II will be completed in two hundred fifty five (255) calendar days from completion of Task I.
3. Task III services will be provided during the construction phase of the project.

FEES AND PAYMENTS

The Client will compensate Booker for the provision of the professional services described in the Scope of Services above in the fixed lump-sum amount of Three Hundred Ninety Thousand Dollars (\$390,000.00).

Payment shall be made monthly upon submission of a proper invoice in an amount equal to the percent of work completed in the preceding month. Each invoice shall include the hours charged to the project by classification. All invoices shall be due and payable within thirty (30) calendar days.

ADDITIONAL SERVICES

If additional services beyond those described in the Scope of Services and Subcontract Services are required and agreed to by the Client, an equitable adjustment in fee and time of performance will be mutually determined both by Booker and the Client prior to Booker proceeding with the additional services.

USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The drawings, specifications, and other documents prepared by Booker for this project are instruments of Booker's service for use solely with respect to this project and, unless otherwise provided, Booker shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of Booker's drawings, specifications and other documents for information and reference in connection with the Client's use and occupancy of the project. Booker's drawings, specifications or other documents shall not be used by the Client or others on other projects, for additions to this project or for completion of this project by others, unless Booker is adjudged to be in default under this agreement, except by agreement in writing and with the appropriate compensation to Booker.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of Booker's reserved rights.

HAZARDOUS WASTE/ASBESTOS INDEMNIFICATION CLAUSE

For any services involving or relating to hazardous waste elements and asbestos materials of this Agreement, is further agreed that the Client shall indemnify and hold harmless Booker and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by Booker, or claims against Booker arising from the work of others, related to hazardous waste, or asbestos materials.

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The above indemnification provision extends to claims against Booker which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon or into the surface or subsurface of (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible matter whether sudden or not (see attachment for further explanation).

ACCEPTANCE

We are pleased to have the opportunity to submit this proposal for professional services and will commence work immediately upon your authorization to do so, which you may provide by signing and returning one (1) copy of this proposal.

Very truly yours,

BOOKER ASSOCIATES, INC.

ATTEST:


T. Roger Peterson, P.E.
President and Chief Executive Officer


Stephen K. Chaney
Assistant Secretary

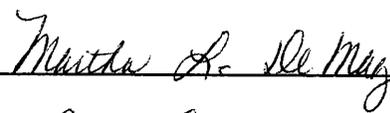
TRP/pjp
Attachment

ACCEPTED:

ATTEST:

CITY OF CHESTERFIELD, MISSOURI

By 
Title CITY ADMINISTRATOR
Date 5/16/95

By 
Title CITY CLERK
Date 5/16/95

EXPLANATION OF
LIMITATION OF LIABILITY AND
HAZARDOUS WASTE/ASBESTOS INDEMNIFICATION
CLAUSES

Booker Associates, Inc. is a design-oriented firm offering professional services in the fields of engineering, architecture and planning. As a professional firm, we have a responsibility to our clients and our shareholders to represent and protect their interests. One way to protect these interests is to maintain various types of insurance coverage. One of the coverages thus provided is professional liability insurance which is currently underwritten by the Design Professionals Insurance Corporation (DPIC) through an organization known as the American Consulting Engineers Council (ACEC).

It has been determined to be prudent business to include a Limitation of Liability which is representative of the level of involvement of our firm in the design and construction process. The inclusion of this Limitation of Liability results in a reduced premium which ultimately translates to a lower overhead. This, then, permits us to provide professional services to you, our client, at the lowest cost possible.

All design professionals are faced with the need to provide assistance to their clients in handling and removal of asbestos and hazardous waste. We expect to do this, but cannot assume liability for claims arising from the work. Professional liability insurance policies exclude this liability from coverage and, therefore, we have no protection. Consequently, we are asking to be indemnified by you from such claims should they arise.

Therefore, the use of the liability and indemnification clauses is strictly one of practicality and is in no way reflective of the quality of work performed by Booker Associates, Inc. Should there be any concern over this issue, we will be pleased to discuss it with you in greater detail.

BOOKER ASSOCIATES, INC.


T. Roger Peterson, P.E.
President and Chief Executive Officer