



## **Consent Item**

**RE:** Vlasis Park Master Plan

**Department/Program:** Parks and Recreation

**Explanation:**

Staff solicited Request for Qualifications from interested firms who were interested in providing an assessment of current park conditions and constraints to produce a master plan for the next 10 years of renovation and development of Vlasis Park to include an assessment of the Public Works Facility and potential and best use of the current location of the Ballwin Police Station.

**Recommendation:**

RFQs were received from five firms and two firms were shortlisted for interviews. After interviewing the Lawrence Group and DG2 the committee (Mr. Sterman, Mr. Link, Mr. Hoffman, Mr. Conway) believes the Lawrence Group is the best firm for this project. \$65,000 was budgeted for planning and design for Vlasis and Holloway Parks in the 2021 budget. The contract proposal with Lawrence Group in the amount of \$54,568 comes in under budget. Holloway planning and design will come in later this year. Additionally staff is applying for a Municipal Park Planning Grant to offset \$6,400 from the contract amount.

**Submitted By:** Chris Conway, CPRP, Director of Parks and Recreation

**Date:** May 10, 2021

**Austin**

900 East 6<sup>th</sup> Street  
Suite 105  
Austin, TX 78702

**New York**

275 West 39<sup>th</sup> Street  
9<sup>th</sup> Floor  
New York, NY 10018

**St. Louis**

319 N. 4<sup>th</sup> Street  
Suite 1000  
St. Louis, MO 63102

May 3, 2021

Chris Conway, CPRP Director of Parks and Recreation  
City of Ballwin  
#1 Ballwin Commons Circle  
Ballwin, MO 63021

Project Name: **2021085 Vlasis Park**

Dear Chris:

The Lawrence Group Architects of St. Louis, Inc. (LG) is pleased to present this proposal for landscape architectural services for the Vlasis Park Master Plan.

## Project Understanding

We understand this project to include the creation of a new Master Plan for Vlasis Park. Lawrence Group will be contracting the services of Bax Engineering for civil engineering services including a site survey and stormwater investigation.

## Basic Services

### Vlasis Park Master Plan

• Site Survey - Performed by Bax Engineering:

- Bax shall prepare a drone based aerial topographic survey for use in development of the Master Plan. A CAD file of the survey shall be provided and shall include Orthogrametric Photos for CAD underlayment. The survey shall include one foot contour intervals and depict existing visible improvements including pavement, buildings, sidewalks, playground areas, fences, etc. In addition to the aerial survey, supplemental field data will be collected for the following:
  - Property control for tie in of the aerial survey to property boundary.
  - Elevation data of existing pond outfall structures.
  - Miscellaneous storm and sanitary sewer information shall be shown per available maps and/or field surveys as visible and accessible.
- The limits of the survey shall extend to Andrews Parkway on the south, Seven Trails Drive on the east, and the park property line on the north and west. While existing utilities may be shown based on available maps, the survey will not include a complete inventory of utilities on site. In addition, as the survey shall not be considered a complete boundary survey, only available easements of record will be shown. Title research services are not included with the above. During detailed construction plan design of improvements, supplemental surveys may be necessary

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Architecture  
Interior Design  
Construction  
Real Estate Development  
Master Planning  
Landscape Architecture  
Furniture Procurement  
Graphic Design

- Site Analysis
  - Inventory and analyze all existing park structures including the existing location of the Ballwin Police Department site (excluding the police station building and government center).
  - Analyze the public works facilities with respect to current usage and department need in relation to feasibility of possible expansion or renovation.
  - Identify constraints for future park development i.e.; topography, environmental issues, infrastructure, utilities.
  - Analyze current infrastructure of the park's, facilities, and equipment
  - Review and assess community demographic needs
  - Analyze current facilities with respect to current usage, community need, and possible additions relative to need, and impact to the operating budget
  
- Stormwater Investigation Performed by Bax Engineering:
  - Bax shall perform a stormwater investigation relative to MSD requirements and prepare a report as outlined below:
    - Detention and channel protection: Utilizing the existing conditions survey prepared above, along with available aerial maps and plans, Bax shall estimate the impervious area of the park as of the required St. Louis MSD benchmark year 2000. Bax shall then estimate the current impervious area of the park so that the total differential runoff from year 2000 to the present can be determined. The results will be used to outline detention and channel protection requirements as required by St. Louis MSD for future phases of park improvements.
    - Water Quality: Utilizing the existing conditions survey prepared above, along with available aerial maps and plans, Bax shall estimate the total land disturbance tracking back to the St. Louis MSD water quality benchmark date of October 1, 2006. Such estimated land disturbance area will be used to determine St. Louis MSD Water Quality requirements for future phases of park improvements
    - Conceptual Report: Bax shall prepare a conceptual report utilizing the plans and calculations prepared in item A and B above. The report shall outline the current conditions of the park as compared to the benchmark dates of year 2000 and October 1, 2006 respectively. Bax shall coordinate a planning meeting with representatives of St. Louis MSD in which the report will be reviewed. Bax will address comments of MSD, and revise the report as necessary. Ultimately, the intent of such report is to obtain conceptual approval of MSD for stormwater requirements relative to future improvements of the park.
  
- Plan Development: Final deliverable will be a 8.5x11 pdf and hard copy document encompassing the comprehensive planning and design effort outlined below:
  - Develop concepts for future improvements to the park, including but not limited to: playground, pickleball courts, tennis courts, additional pavilions, lake edge improvements, ballfield improvements, comfort stations, public works facility upgrades, multi-use performing arts and plaza area, as well as any stormwater improvement features as outlined in Bax's conceptual stormwater report.

- Identify future best uses for areas located within the park including the current police department site.
  - Identify proposed development/renovation opportunities of the public works yard and buildings.
  - Establish implementation phases based on priorities
  - Estimate costs of proposed improvements in each phase, including any expansion or renovation of the public works facility.
- Public Engagement: Total meetings (5)
    - Facilitate (3) meetings with city staff as well as the Mayor and Board of Aldermen and (1) community meeting and (1) online community survey to gather input and report results of findings. (1) Final presentation of the Master Plan will be made to the Mayor and Board of Aldermen at a regularly scheduled public meeting.

## Project Schedule

This proposal is based on Basic Services being performed in accordance with the following schedule:

Site Surveys and Analyses Phase	4-6	weeks
Vlasis Park Master Planning Phase	16-20	weeks

## Supplemental Services

As a full service design firm dedicated to serving the complete built environment, Lawrence Group offers a range of supplemental services beyond traditional architectural practice. At your request we can provide fee proposals, based on scope and schedule for a variety of supplemental services including, but not limited to:

- Graphics
- Furniture Procurement
- Furniture Specifications
- Animation
- Rendering

## Excluded Services

The following services are not included in this proposal:

- Facilitation of bidding / Contractor negotiation phase
- Construction documentation or design of playground, furnishings, or plantings.
- Construction Administration / Observation
- Irrigation design
- Geotechnical Engineering
- Structural Engineering
- MEP/FP Engineering
- Acoustical Consulting
- Coordination with Testing Agencies

- Graphic Design
- Zoning variance filing
- Historic Tax Credit services

## **Compensation**

### Basic Services

Lawrence Group will provide Basic Services for a fixed sum of Fifty Four Thousand Five Hundred and Sixty Eight Dollars (\$54,568)

**Total: \$54,568**

### Additional Services

Compensation for Additional Services is in addition to compensation for Basic Services and shall be calculated using Lawrence Group's and its consultants' standard hourly rates and billed monthly. Standard hourly rates are subject to annual adjustment.

#### Lawrence Group - 2021 Standard Hourly Billing Rates

Principal	\$250
Associate Principal	\$220
Senior Associate II	\$200
Senior Associate I	\$190
Associate II	\$160
Associate I	\$140
Pre Associate II	\$130
Pre Associate I	\$115
Emerging Professional	\$80
Technical / Clerical	\$80

### Consultants

The cost of consultants required by this project, but not included in Basic Services Compensation, shall be billed as an additional service. The cost of consultants contracted with Lawrence Group shall be billed to the Owner at one and five-hundredths (1.05) times the direct cost to Lawrence Group.

### Reimbursable Expenses

The cost of reimbursable expenses including, but not limited to, document reproduction (except for bid document printing which shall be billed directly to the Owner), long distance communications, travel, mileage and delivery services, shall be included in Lawrence Group's fixed sum compensation for Basic Services.

### Invoicing and Payments

Lawrence Group will invoice the Owner monthly for services rendered. Payment is due upon receipt of invoice. Any payment outstanding beyond sixty (60) days from date of invoice shall be cause to stop progress on the work.

The Owner shall pay all outstanding balances in full before Lawrence Group releases Construction Documents for building permit application.


Owner agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause, within thirty (30) days from date of invoice at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted by applicable law), until paid. Owner agrees to pay Lawrence Group the cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

If the services covered by this agreement have not been completed within eighteen (18) months of the date hereof, through no fault of Lawrence Group, extension of Lawrence Group's services beyond that time shall be compensated as additional services.

Please indicate your acceptance of this proposal by signing and returning one copy for our files. Upon receipt of the executed proposal, Lawrence Group will proceed with services under the terms described above, for this Project incorporating the terms of this proposal.

Thank you very much for considering Lawrence Group. Please do not hesitate to contact us if you have any questions.

Respectfully submitted:



Jordan Wilkinson, Associate  
Landscape Architect, PLA, ASLA

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Chris Conway, Director of Parks and Recreation  
City of Ballwin

cc: Laura Conrad  
Project file #2021085

## Miscellaneous Provisions

### Standard of Care

Lawrence Group is providing a professional service. Lawrence Group shall perform its services consistent with the professional skill and care ordinarily provided by an architect practicing in the same or similar locality under the same or similar circumstances. Lawrence Group shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Lawrence Group does not warrant that the documents and drawings produced will be either perfect or free of defects.

### Compensation for Revisions to Construction

#### Documents

Additional drawings and changes appropriate throughout the project for the purpose of communicating design intent or coordinating the original design will be provided by Lawrence Group at no additional cost to the Owner. Any changes made to the design that are either requested by the Owner after the completion of the design development phase or that cause a change in scope as defined in the Project Understanding will constitute a change in work scope and be cause for payment for additional services at standard hourly rates.

### Ownership of Construction Documents

The construction documents and any other documents prepared by Lawrence Group for this project are instruments of Lawrence Group's service for use solely with respect to this project and, unless provided otherwise, Lawrence Group shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies of Lawrence Group's design, construction documents and other miscellaneous documents for information and reference in connection with the Owner's use and occupancy of the project. The Owner shall not use the design, construction documents, and other miscellaneous documents for other projects, except by agreement in writing and with appropriate compensation to Lawrence Group.

### Responsibility for Construction Cost

Lawrence Group's review of the Owner's Project budget and Construction Cost estimates by Owner Construction Manager is solely for guidance in preparing the Construction Documents. Lawrence Group does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or cost estimates.

### Insurance

Upon request, Lawrence Group will furnish a certificate of professional liability insurance indicating the Owner as Certificate Holder. Lawrence Group maintains coverage of \$2,000,000 per occurrence.

### Limitation of Liability

The Owner agrees to limit Lawrence Group's liability to the Owner, the Tenant, and to all construction contractors and subcontractors on the project, due to Lawrence Group or its Consultants' negligent acts, errors or omissions to Lawrence Group's total fee. No action shall be

commenced against Lawrence Group or Consultants in connection with the Project after the termination of one year following the date of final invoices.

### Waiver of Consequential and Subrogation

#### Damages

To the extent damages are covered by property insurance, Owner and Lawrence Group waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. Owner or the Lawrence Group, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. In addition, Owner and Lawrence Group waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

### Contractor Selection

The Owner is ultimately responsible for selecting a General Contractor for construction of the project as well as any preconstruction services. Any suggestions or recommendations by Lawrence Group regarding a General Contractor or subcontractor shall not be taken as a guarantee of the integrity or work performed by that contractor. Lawrence Group shall not be held liable for any claim arising from disputes between Owner and contractors.

The Owner agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Owner's contract with the General Contractor. In addition, the Owner agrees that the General Contractor will name Lawrence Group as an additional insured on the General Contractor's liability insurance policy.

### Dispute Resolution

Lawrence Group shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this Agreement, any provision wherein Architect waives any rights to a mechanic's lien, or any provision conditioning Lawrence Group's right to receive payment for its work upon payment to client by any third party. These general conditions are notice, where required, that Lawrence Group shall file a lien whenever appropriate to collect past due amounts.

### Termination and Suspension

If Owner fails to make payments to Lawrence Group in accordance with this Agreement, such failure shall be considered substantial, breach, and nonperformance and cause for termination or, at Lawrence Group's option, cause for suspension of performance of services under this Agreement. If Lawrence Group elects to suspend services, Lawrence Group shall give seven days' written notice to Owner before suspending services. In the event of a suspension of services, Lawrence

Group shall have no liability to Owner for delay or damage caused Owner because of such suspension of services. Before resuming services, Lawrence Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Lawrence Group's services. Lawrence Group's fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event of termination not the fault of Lawrence Group, Lawrence Group shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses. Termination Expenses are in addition to compensation for Lawrence Group's services and include expenses directly attributable to termination for which Lawrence Group is not otherwise compensated, plus an amount for Lawrence Group's anticipated profit on the value of the services not performed by the Lawrence Group.

If Lawrence Group's activity on this Project ceases for a period of three months and there remains an outstanding balance, Lawrence Group reserves the right to subject the property to a mechanic's lien under the laws of the state in which the project is located.

### Hazardous Materials - Suspension of Services

Both parties acknowledge that Lawrence Group's professional services do not include any services related to the presence of any hazardous or toxic materials and as such Lawrence Group is not responsible for the presence of hazardous or toxic materials. In the event Lawrence Group suspects that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of Lawrence Group's services, Lawrence Group, at its option and without liability for consequential or any other damages, shall suspend performance of its services under this Agreement until Owner retains appropriate consultants or contractors at Owner's expense to identify and abate or remediate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

### Project Documentation

Lawrence Group shall be allowed to publish material presented to the public in our portfolio of projects. Information that is not part of public presentations will require the approval of the Owner prior to Lawrence Group utilizing the information. Lawrence Group will be allowed to photograph the completed project for inclusion in Lawrence Group's portfolio.