



Staff Report

Subject: BioSwayle / Parking Lot

Department/Program: Public Works / Pavement

Recommendation: Staff recommends awarding the design build contract to Weiss Design group.

Explanation: Two design firms were selected to compete in phase II and Phase III of the design build process. Both firms have submitted proposals for professional engineering services. Both firms have given costs estimates of \$175,000 for this project. This is a complete cost from design through construction.

Both firms have recommended the relocation of the bioswale to allow for the parking lot to be built which is necessary for construction. New calculations and approval by MSD is required before work can begin. The MSD approval could affect the final cost of the project if the bioswayle has to be re-designed.

After scoring and careful review staff felt Weiss design group had the necessary experience with MSD and Bio-retention design to complete this project while also having the partnership with Ford Asphalt and Ideal Landscape to complete the project.

Submitted By: Jim Link, Director of Public Works

Date: 10/24/2019



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DESIGN/BUILD PROPOSAL OF PROFESSIONAL SERVICES – PART I

Date: October 1, 2019

Name of Client: City of Ballwin
#1 Government Center
Ballwin, MO 63011

Reference: Vlasis Park Parking Lot Extension & Bioswale - **1909-19-1**

Weis Design Group is pleased to present the City of Ballwin with a proposal for civil engineering design and construction documents for parking lot extension & bioswale at Vlasis Park.

SCOPE OF SERVICES/DELIVERABLES:

- Reviewing existing topographic survey (provided by City)
- Parking Lot Design
- Site Grading Plan
- Prepare Bioswale Details for MSD submittal
- Revised Stormwater Facilities Management Report (SFMR) for MSD submittal
- Revised Details / Landscaping
- Easement Exhibit Preparation for BMP Reserve Area
- MSD Submittals / Meetings / Coordination

FEE FOR PART I OF DESIGN/BUILD: \$19,500.00

This fee does NOT include construction engineering services. WDG and Ford Asphalt will prepare the Construction and Construction Engineering proposal after we receive approvals on design from MSD & the City.

REIMBURSABLE COSTS: (Items not included in above services)

- Plotting and printing, including conceptual drawings
- Mileage
- Postage/Shipping/Delivery Charges

BALLWIN UTILIZING IN-HOUSE STAFF FOR:

- Concrete sidewalk removal and replacement
- Tree removal and replacement
- Landscaping & Lighting

If you find this proposal acceptable, please return a signed copy as authorization for Weis Design Group to proceed with these services.

Authorized Signature

Date



September 19, 2019

Mr. Jim Link
City of Ballwin
1 Government Center
Ballwin, MO 63011

SENT VIA: Email
(jlink@ballwin.mo.us)

RE: Proposal – Professional Civil Design Services
City Hall Parking Lot Expansion – Ballwin, MO

Dear Mr. Link:

Thank you for the opportunity to submit this proposal to provide professional design services for the above-referenced project. In accordance with our discussions we offer the following professional services:

The City of Ballwin would like to expand the existing parking lot located on the west side of the new City Hall building. The existing lot contains 31 parking spaces. The parking lot addition will contain another 25 spaces. The bioretention swale that was designed as part of the City Hall project was never constructed. The bioretention swale will be redesigned to include the additional pavement included in the parking lot expansion project. The swale will be re-permitted with MSD and constructed at part of the parking lot addition project.

SCOPE OF WORK - FINAL DESIGN, CONSTRUCTION DOCUMENTS, PERMITTING AND APPROVAL:

1. Title Sheet – Prepare cover sheet with utility information, vicinity map, and sheet index for civil drawings.
2. Topographic Survey – A topographic survey of the site was completed by others and is therefore not included in this scope of work.
3. Site Plan – design on-site parking lots, maneuvering areas and drives. It is understood that the project will be designed and construction in one (1) phase.
4. Grading – design grading to work with existing topography to provide for proper drainage of paved areas and drives.
5. Sanitary Sewer Plan – not included in this scope of work.
6. Storm Sewer Plan – design an on-site storm sewer system to adequately handle the storm water runoff for the site. Permitting with MSD for storm water quality requirements is included in the scope of work. Storm water detention is not anticipated for the project and is not included in the scope of work. If storm water detention is required by MSD, the design for this work will be billed on a time and expense basis per the attached hourly rates.
7. Water Line Design – not included in this scope of work.
8. Construction Details – provide the necessary construction details for the storm sewers, pavement & roadways, erosion control and grading.
9. Permitting and approval process for all construction documents with applicable governing authorities.
10. SWPPP Design and Specifications meeting local and state criteria.

SERVICES NOT INCLUDED:

1. Architectural Services
2. Wetlands/Jurisdictional Stream/Phase II Studies/Traffic Study/Flow Test/Geotechnical Exploration
3. Subdivision Plat
4. Topographic Survey or ALTA/ACSM Survey

5. Impact, Recording and Permit Fees
6. Off-site Conceptual Work and/or Design Work
7. Construction Administration/Inspection
8. Right-of-Way or Easement Document Preparation and Acquisition
9. Construction Stakeout (Cochran can provide under separate proposal on a time and material basis.)
10. Retaining Wall Design
11. Title Work
12. Rezoning of property
13. Design of Relocated Electric, Telephone & Cable Utilities
14. Flood Studies/Stream & Wetland Mitigation
15. Site Signage Design
16. Variance Procedures
17. Landscaping/Irrigation Plans
18. Water Main/Sanitary Sewer Design
19. Site Lighting/Site Photometrics

FEE:

The total amount of fee to be paid for the professional services outlined in this proposal shall be a lump sum fee of **\$15,750.00**. This fee is good for a period of thirty (30) days from the date of this proposal.

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed \$500.00.
2. Any tasks in addition to those specifically described above, including public meetings, construction coordination/administration, construction inspection, construction observation reports, etc. will be billed as extras on a time and materials basis using the attached rates.
3. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. General day-to-day review of construction.

GENERAL:

1. Reimbursable Expenses – Mileage, airfare, car rental, and lodging are not included (See Item 2 below). In-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost.
2. Trips to Site – Two trips/meetings are included in our base fee. All additional trips will be billed as reimbursable expenses above and beyond our lump sum fee.
3. Any tasks in addition to those specifically described above, including public meetings, construction coordination/administration, construction inspection, site visits, construction observation reports, etc. will be billed as extras on a time and expense basis using the attached rates.
4. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.
2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, including work that affects the property depicted in the attached Exhibit A, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initialing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

Sincerely,



Elliott R. Reed, P.E.
Cochran

Acceptance:
City of Ballwin

By: _____

Title: _____

Date: _____

Attachments: Cochran Hourly Charge Out Rates
Cochran Terms & Conditions



2019 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2019, these rates will apply to all projects performed on a time and material basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 150.00
Managing Engineer	\$ 140.00
Engineer 1	\$ 130.00
Engineer 2	\$ 120.00
Engineer 3	\$ 105.00
Engineer 4	\$ 95.00
Engineer 5	\$ 85.00
Senior Architect	\$ 140.00
Architect 1	\$ 115.00
Architect 2	\$ 105.00
Architect 3	\$ 95.00
Managing Surveyor	\$ 130.00
Surveyor 1	\$ 120.00
Surveyor 2	\$ 110.00
Surveyor 3	\$ 100.00
Senior Manager	\$ 85.00
Secretary	\$ 55.00
Field Manager	\$ 70.00
Inspector	\$ 70.00
Technician	\$ 50.00
MoDOT Certified Technician	\$ 57.50
Drafter/Survey Tech 1	\$ 95.00
Drafter/Survey Tech 2	\$ 85.00
Drafter/Survey Tech 3	\$ 75.00
Drafter/Survey Tech 4	\$ 60.00
One Man Survey Crew	\$ 110.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the

Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.

17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**