



Staff Report

Subject: Police Building Needs Assessment

Department/Program: Police Department

Recommendation: JEMA Needs Assessment Proposal not to exceed \$24,000.00. The approved budgeted amount was \$25,000.00.

Explanation:

The City of Ballwin built the current police station in 1970 to house all city departments. The facility has been added on to and/or remodeled, several times over the years. The last major remodel occurred in 1999 after the acquisition of the Government Center at 14811 Manchester Road.

Our facility is in need of major repairs and upgrades. The degradation of the building is lengthy, but I want to highlight a few examples. We have a sump pit and water pipes above our Information Technology (I.T.) room that serves not only our police department, but also other City of Ballwin IT components. Our 911 phone system and emergency radio equipment are in this room. The room has previously flooded when the sump pumps have stopped working.

Our holdover area does not meet current prisoner housing standards. Our cells do not minimize the potential for a prisoner to do self-harm. Our holdover area is crowded with a metal detector and a restraint chair in the middle of the room. These objects pose an officer safety threat if a prisoner becomes combative. The toilets and shower can not be remotely controlled if a prisoner attempts to flood their cell or shower area. Our sally port is narrow and positioned on an angle with the parking lot, which increases the chance of a patrol vehicle striking the structure. Some agencies are unable to use our sally port while picking up a prisoner, because their vans or SUVs will not fit.

Our HVAC systems are inefficient and do not provide appropriate heating and cooling in our building. The systems are not correctly zoned to maximize energy efficiency. Our armory and evidence processing laboratory are not able to ventilate fumes from chemicals. Detectives are not able to use certain chemicals in the laboratory because of the poor ventilation. Armorers must turn on a box fan to blow the cleaning solvent fumes into the hallway.

Our building does not meet current engineering codes and Americans with Disabilities Act (A.D.A.) requirements. A police station is considered an essential service building and has stronger code requirements than other public facilities. Our building was not built to withstand a tornado or an earthquake. Our current facility does not have an elevator to allow someone in a wheelchair to access our squad room or lower level. Officers have to carry heavy and/or bulky items up and down stairs to be submitted into evidence.

Realizing many shortcomings in our facility for police use, we budgeted \$25,000 this year for a building needs assessment. On March 27, 2019, we released a Request for Qualifications (R.F.Q.) for an Architectural Needs Assessment. Fifteen (15) R.F.Q. packets were sent out to interested firms. Five (5) firms submitted responses to the request. The Five submissions were from:

JEMA,
Chiodini Architects,
Police Facility Design Group,
FGM Architects,
and Archimages.

A panel composed of myself, Captain John Bergfeld, Lieutenant Kevin Bushery, Assistant City Administrator Andy Hixson and yourself, reviewed the submissions and selected the following three firms to interview:

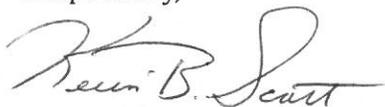
JEMA
Chiodini Architects
Police Facility Design Group

The committee interviewed the firms and selected JEMA. JEMA proposed a team approach to the Needs Assessment and brought representatives from their team to the interview. JEMA's partners included CTS Group, DG2 Design, CEDC Civil Engineering, Alper Audi Inc., and Stewart, Cooper, Newell Architects. The committee believes JEMA's proposal is all encompassing and responded to all components of the R.F.Q. Their needs assessment will include a cost / benefit analysis between remodeling our current facility and building a new structure. JEMA, CTS Group and DG2 Design have successfully completed other projects for the City of Ballwin.

The committee recommends the Board of Aldermen accept JEMA's bid and approve the attached proposal for the facility needs assessment. JEMA is prepared to commence upon approval.

Board consideration of this needs assessment is greatly appreciated. If you have any additional questions, please do not hesitate to contact me.

Respectfully,



Kevin B. Scott
Chief of Police



June 10, 2019

Bob Kuntz
City Administrator
1 Government Center
Ballwin, MO 63011

RE: Proposal for Police Department Building Evaluation, Needs Assessment and Concept Design

Dear Bob:

We understand the Ballwin Police Department is looking to either improve their existing facility located at 300 Park Drive or build a new facility on city-owned property. The city currently has three potential sites in or near Vllasis Park. The city wants to engage JEMA to provide a comprehensive analysis of the existing facility, provide a needs assessment, provide conceptual design strategies and cost estimates.

JEMA is proposing a threefold approach to the overall evaluation: 1.) Building Evaluation/ Analysis, 2.) Programming/Needs Assessment Study, and 3.) Conceptual Design Study.

This three-pronged approach is important to fully understand the conditions of the existing building and the future needs of the Police Department in order to map out a long-term strategic facility improvement plan. The following is an outline of each phase and the specific scope of work:

I. Building Evaluation of Existing Facilities

JEMA will tour the properties to assess the building and site and photo-document the existing conditions. We will analyze the existing mechanical, electrical, plumbing, fire protection infrastructure, building structure and envelope. We will produce a report summarizing our findings, and in coordination with our Programming Analysis and Concept design recommend a course of action (i.e., renovation/addition or replacement). The infrastructure to be analyzed is:

1. Mechanical Systems
2. Electrical Systems
3. Plumbing Systems
4. Fire Protection Systems
5. Structural Integrity
6. Communication/Tele-Data Systems
7. Envelope: Roof, Walls, Windows and Doors
8. Site: Size, drainage, access, infrastructure, utilities, topography
9. Organization, size and functionality of each space (as compared to the industry's best practices and emerging trends).

JEMA will tour the properties to assess the building and site and photo-document the existing conditions.

Deliverables: Due Diligence Report (Word Narrative with accompanying photo-documentation)

Meetings: 2

Schedule: 4 weeks (Concurrent with Programming)

3005 Locust Street St. Louis, MO 63103 t 314 531 7400 www.jemastl.com



JEMA 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. 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 JEMA and Client. Requesting performance of the work by JEMA, 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.
2. The Proposal and the Terms and Conditions constitute the entire agreement ("Contract") between JEMA 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 the 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 JEMA.
3. JEMA's invoices are due and payable within thirty (30) days of the submission of each invoice. Interest will accrue at the rate of two percent (2%) 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 JEMA of the bases for the Client's dispute. If Client fails to pay in full, any of JEMA's invoices, JEMA may immediately, without waving any other rights it may have, suspend work pending a resolution of the payment dispute. Client's failure to pay any of JEMA's invoices in full shall be considered a material breach of this Contract.
4. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for JEMA's fees and basic additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized 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.
5. 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.
6. Nothing in this Contract is intended to create any enforceable third party rights against Client of JEMA.
7. JEMA 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 JEMA's profession working in the same locale.
8. If, and to the extent that JEMA's scope of work includes construction phase services, and 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.
9. When making any interpretation or decision as required by the General Conditions, JEMA will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
10. JEMA 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 JEMA.
11. JEMA 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 JEMA.
12. JEMA 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.

13. JEMA 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.
14. JEMA is not responsible for the identification of unsafe conditions, nor 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 JEMA, to the best of the Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold JEMA harmless from and against all claims, demands, and liabilities of any kind or nature resulting from any hazardous and/or toxic substance that are found by Client.
15. JEMA will have no obligation to commence its work until receipt of written notice-to-proceed from Client and all other information required to be provided by Client. JEMA shall complete its work within mutually agreed to schedule. JEMA shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond JEMA'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 attributed 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 attributed to JEMA.
16. JEMA and Client waive any and all claims against each other for consequential, indirect and special damages arising out of or relating to this Contract, the alleged breach therefore, and/or JEMA's work; including, but not limited to, lost profits, loss of business, consequential damages, financing costs, extended home office overhead and similar types of damages.
17. 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.
18. If the Contract is terminated for any reason not attributed to JEMA, Client will pay for the work performed by JEMA up to the date of termination plus all of JEMA's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.)
19. 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 JEMA to perform additional services and/or incur additional costs, Client shall pay JEMA for said services and costs at the rates set forth in the Proposal.
20. All documents and electronic media produced by JEMA under this Contract ("Instruments of Service") shall remain the property of JEMA, and JEMA 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 JEMA, 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 JEMA.
21. Client and JEMA 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.
22. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
23. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or JEMA's work, at JEMA's sole election and discretion, shall be decided by binding arbitration/mediation/jury in accordance with the Construction Industry Arbitration Rules of the AAA (American Arbitration Association). 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, JEMA may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
24. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause

or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants shall not be the lesser of the contract price or the amount of professional liability insurance maintained by JEMA and available to pay said claim. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

25. **Indemnification:** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
26. **Certification/Guarantee & Warranty:** The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.
27. In the event that any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or JEMA'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 trials 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 the 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 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.
28. **THE TOTAL LIABILITY OF JEMA AND ANY OF JEMA'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGEMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM JEMA'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 PROFESSIONABLE LIABILITY INSURANCE MAINTAINED BY JEMA AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST JEMA OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**



II. Programming

In this Phase, JEMA will interview key stakeholders to ascertain the goals, vision and specific space needs for the Police Department. The Programming Report will take into account all of the spaces required for "21st Century" Police Stations. The optimal size and adjacency of each space will be analyzed and assessed to maximize their functionality. The quality of each space will be analyzed and assessed to enhance their longevity. Best practices and emerging trends in Police Station design will be integrated into the Programming and the Concept Design. Once JEMA has received this information, we will create a Programming Report that will form the basis for new improvements.

Deliverables: Programming Report
Meetings: 2
Schedule: 4 weeks (Concurrent with Due Diligence)

III. Concept Design

Based on the Programming and Due Diligence Phases, JEMA will develop a concept design for either a replacement or a renovated/addition approach for the Police Department. JEMA will evaluate up to three sites for a new building.

Deliverables will include:

1. SITE PLAN: to scale, indicating building or buildings location, size, vehicular parking and roadways, pedestrian pathways, landscape design.
2. FLOOR PLANS: to scale.
3. COST ESTIMATE: Based on the approved option, JEMA will develop a Preliminary Total Project Cost Summary.
4. SCHEDULE: Based on the approved option, JEMA will develop a master project schedule, including Phasing Plans (if required).

Deliverables: Site Plan, Floor Plan, Cost Estimate, Schedule
Meetings: 3
Schedule: 9 weeks

Compensation:

For this Scope of Work, JEMA proposes a fixed fee of: TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS PLUS REIMBURSABLE EXPENSES NOT TO EXCEED ONE THOUSAND FIVE HUNDRED DOLLARS

Fixed Fee:	\$22,500
Reimbursable Expenses Not to Exceed:	\$1,500

If this Proposal is acceptable, please authorize with your signature and return (1) copy to JEMA.

Bob Kuntz
City of Ballwin
Ballwin, MO
Date:

John Mueller, AIA, LEED AP
Managing Partner
JEMA
Date: