Title: Youth Activity Park Re-Design and Development

Dept: Parks and Recreation

Contact Person: Ryan Graham

Description (service, justification and use):

This request is for approval of a professional service contract with Vireo for design and engineering services, in addition to re-brand recommendations for the re-design at the Youth Activity Park.

The scope of work shall include evaluation and rebrand of the park to be more inclusive of all ages and recreational and leisure pursuits.

The re-design will seek to visually and physically connect existing elements of the park with potential new features and amenities to include the pump track, picnic shelters, water playground, playground, pathways, traffic flow and parking.

In addition, the interior space of the current building will be surveyed and evaluated for the potential development of an obstacle course type of play area.

Vireo was selected from 4 different design firms that submitted for this project.

Award to: Vireo Landscape Architecture, Planning, Design

Location: Kansas City, MO

Was the vendor pre-qualified? Yes ☐ No ☑

Total negotiated price: $652,737.00  Contract term: ___________________ with ___________________ renewals.

Price break-down (if applicable):

Proposal opening held on: November 20, 2019  Opened by: Andy Fleck

Account number to be charged for purchase: 245330047150

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
PROFESSIONAL SERVICES – REQUEST FOR APPROVAL  RFP/RFQ #: 19-152

Additional RFQs/RFPs Received

The following additional responses were received:

Vendor: Horner Shifrin  Location: St. Louis, MO

Vendor: Planning Design Studio  Location: St. Louis MO

Vendor: Cole & Associates, Inc.  Location: St. Louis MO

Vendor: __________________________  Location: __________________________

Vendor: __________________________  Location: __________________________

Vendor: __________________________  Location: __________________________

Vendor: __________________________  Location: __________________________

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

[Signature]
Department Director/Elected Official Signature

Date: 4/10/2020

Approval or Concurrence of Director of Finance

[Signature]

Date: 4/10/2020

BELOW ONLY TO BE COMPLETED FOR PROPOSALS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

[Signature]
Director of Administration Signature

Date
MEMORANDUM

TO: St. Charles County Council

FROM: Ryan Graham, Director of Parks

RE: Youth Activity Park Re-Design and Development RFQ 19-152

DATE: 4/10/2020

For your consideration is a Professional Services Request for Approval for redesign and additional development of the Youth Activity Park. After advertising RFQ 19-152 and receiving responses from multiple qualified firms, we are recommending awarding this contract to Vireo.

This project is intended to add missing amenities in the Youth Activity Park that will appeal to a broader range of park visitors. Vireo will redesign the park to provide connect existing park elements with new features to create a cohesive park design. This new design will incorporate the existing amenities as well as design and plan for a bike skills course, picnic shelters, water playground/splashpad, playground, pathways, address traffic flow and parking concerns. The interior of the building will be evaluated to determine if the current space can be developed into an obstacle course/Ninja Warrior inspired play area. These additional amenities are essential to create a park that appeals to a wide demographic of St. Charles County. This new park design and direction will appeal to skaters and bikers, as well as families that do not participate in these activities. This will increase park attendance and revenue.

This project to re-design and develop additional amenities at the Youth Activity Park is part of the Parks Capital Plan. The total cost of this design contract is $652,737.00. The cost of this project is budgeted into the Parks Site Development Capital Budget.

Please let me know if you have any questions, concerns or would like to discuss further.

Thank you,

Ryan Graham
Director of Parks
ST. CHARLES COUNTY YOUTH ACTIVITY PARK SCHEDULE

PROJECT SCHEDULE

2020

Kick-Off, Branding & Site Assessment

Staff Meeting #1
Final Brand
Site Survey
Site Master Plan

2021

Concept/Design Development

Staff Meeting #2
Final Site Master Plan

Concept Refinement/Opinion of Costs

Construction Documents

75% CDs
100% CDs/Opinion of Costs

Bld & Permit

Bld Advertisement
Bld Award
Contract Signed

Construction

Summer 2021 Substantial Completion

(3 mos.)

(2 mos.)

(6-8 months - estimated)
AGREEMENT

Between

ST. CHARLES COUNTY, MISSOURI

and

PATTI BANKS ASSOCIATES, L.L.C. DBA VIREO

for

CONSULTANT SERVICES FOR

Youth Activity Park Re-Design

And Development

IN ST. CHARLES COUNTY, MISSOURI
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**EXECUTION PAGES**

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**EXHIBIT A** -- PHASES FOR SCOPE OF SERVICES

**EXHIBIT B** -- HOURLY RATES
AGREEMENT

Between

ST. CHARLES COUNTY, MISSOURI

and

PATTI BANKS ASSOCIATES, L.L.C. D.B.A VIRO

for

CONSULTANT SERVICES FOR

Youth Activity Park Re-Design

And Development

IN ST. CHARLES COUNTY, MISSOURI

This is an Agreement between: ST. CHARLES COUNTY, MISSOURI, a charter county and political subdivision of the State of Missouri, its successors and assigns, hereinafter referred to as "COUNTY,"

AND

Patti Banks Associates, L.L.C. dba Vireo, a Missouri limited liability company doing business under a registered fictitious name, with its principal offices at 929 Walnut St, Ste. 700, Kansas City MO, 64106, its successors and assigns, hereinafter referred to as "CONSULTANT."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 CONSULTANT: The architect or engineer selected to perform the services pursuant to this Agreement.
1.2 **Contract Administrator:** County’s Director of Facilities Management, or some other employee expressly designated as Contract Administrator in writing by the County’s Director of Administration. The Contract Administrator is the representative of the COUNTY concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.3 **Contractor:** The person, firm, corporation or other entity who enters into an agreement with COUNTY to perform the construction work for the Project.

1.4 **COUNTY:** St. Charles County, a body corporate and politic, charter county and political subdivision of the State of Missouri.

1.5 **Notice To Proceed:** A written notice to proceed with the Project issued by the Contract Administrator.

1.6 **Project:**

**Youth Activity Park Re-Design and Development.**

**ARTICLE 2**

**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 **COUNTY** has budgeted funds for the Project.

2.2 The **COUNTY** has utilized a process consistent with Sections 8.285 through 8.291, RSMo, to select **CONSULTANT** to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by **CONSULTANT** were undertaken between **CONSULTANT** and a three-person committee for the **COUNTY**, and this Agreement incorporates the results of such negotiations.
ARTICLE 3

SCOPE OF SERVICES

3.1 CONSULTANT's services shall consist of the phases set forth in Exhibit A, attached hereto and made a part hereof, and shall include civil, structural, mechanical and electrical engineering and architectural services, as applicable for the Project. CONSULTANT shall provide all services as set forth in Exhibit A including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.

3.2 CONSULTANT and COUNTY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by COUNTY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written COUNTY approval is at CONSULTANT's sole risk.

3.3. COUNTY and CONSULTANT acknowledge that Exhibit A is for the first portion of services related to the Project and that additional negotiations will be required for subsequent phases. The COUNTY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of Project, provided that such negotiations conclude and a corresponding contract amendment and/or new contract is entered into no later than three years from the date of the Notice to Proceed. If COUNTY and CONSULTANT cannot contractually agree, COUNTY shall have the right to immediately terminate negotiations at no cost to COUNTY and procure services for future Project phases from another source.

ARTICLE 4

TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

4.1 CONSULTANT shall perform the services described in Exhibit A within the time periods specified in the Project Schedule included in Exhibit A; said time periods shall commence from the date of the Notice to Proceed for such services.
4.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit the itemized deliverables/documents identified in Exhibit "A" for the Contract Administrator's review.

4.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, COUNTY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify COUNTY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.

4.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.

4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to COUNTY its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and COUNTY, are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 8.9, INDEMNIFICATION.
ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

COUNTY agrees to pay CONSULTANT, as compensation for performance of all services as related to Exhibit A required under the terms of this Agreement, Hourly Charges as described in Section 5.2 up to a maximum amount not-to-exceed $633,725.00 and to reimburse CONSULTANT for Reimbursables as described in Section 5.3, up to a maximum amount not-to-exceed $19,012.00, for a total maximum amount not-to-exceed $652,737.00. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that CONSULTANT shall perform all services set forth for total compensation in the amount of or less than that stated above. The total hourly rates payable by COUNTY for each of CONSULTANT's employee categories shall be shown on Exhibit B.

5.2 HOURLY CHARGES

The term Hourly Charges as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, inclusive of the overhead and fees charges listed in said exhibit, paid for all personnel engaged directly on the Project including, but not limited to, principals, architects, engineers, draftspersons and clerks. Said Hourly Charges are to be used only for time directly attributable to the Project. CONSULTANT shall keep a detailed breakdown of the costs incurred current and readily accessible to COUNTY and shall promptly provide same to COUNTY upon request.

5.2.1 For any subconsultant hired by CONSULTANT, CONSULTANT shall use a subconsultant agreement providing for fees to be paid to the subconsultant at specified hourly rates, not to exceed a designated maximum fee that must be consistent with the monetary limitations of this Agreement. Any subconsultant fees shall be billed as Hourly Charges with no "markup." Subconsultant fees shall not be billed as Reimbursables.

5.3 REIMBURSABLES

5.3.1 Direct, non-personnel expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, and shall be limited to the following:

a) Identifiable transportation expenses in connection with the Project, subject to the limitations on meals contained in part b) below. Transportation expenses to locations outside the area of St. Charles, Lincoln, St. Louis, Franklin and Jefferson Counties and St. Louis City in Missouri and Calhoun, Jersey, Madison,
St. Clair and Monroe Counties in Illinois or from locations outside the aforementioned Counties or City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT’s personnel subject to the above limitations. Meals for travel inside the Counties or City mentioned in Subsection (a) above will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT’s employees from one of CONSULTANT’s offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn.

c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between the CONSULTANT’s various permanent offices. The CONSULTANT’s field office at the Project site is not considered a permanent office.

d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement.

e) Identifiable testing costs approved by Contract Administrator.

f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses.

5.3.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, COUNTY’s obligation to reimburse CONSULTANT for direct, non-personnel expenses, but does not constitute a limitation, of any sort, upon CONSULTANT’s obligation to incur such expenses in the performance of services hereunder. If COUNTY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.
5.4 METHOD OF BILLING

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Hourly Charges and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of Hourly Charges and Reimbursables with accrued of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT’s cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and Hourly Charges by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.5 FEE TRACKING AND ADDITIONAL WORK

CONSULTANT shall be responsible for tracking the design fee for the duration of the contracted scope of services and shall promptly inform COUNTY of any proposed design fee changes that may result from scope of work changes requested by the COUNTY. Any additional scope of work requested by COUNTY must be communicated in writing and the parties must negotiate an additional lump sum design fee for such additional work. COUNTY shall not be liable for any fees incurred resulting from additional scope of work requests that have not been made in writing or do not have a design fee agreed upon in writing.

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

6.1 COUNTY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of
this Agreement including the initiation of any additional services. COUNTY shall compensate CONSULTANT for such additional services as provided in Article 5.

6.2 In the event a dispute between the Contract Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented for resolution to COUNTY's three-person committee which negotiated this Agreement. The committee's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 6.1 above. In the event one or more members of said three-person committee is not available at the time of a dispute, the County's Director of Administration, after consulting with CONSULTANT, may appoint alternate members as needed.

ARTICLE 7

COUNTY'S RESPONSIBILITIES

7.1 COUNTY shall assist CONSULTANT by placing at CONSULTANT's disposal all information COUNTY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

7.2 COUNTY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon COUNTY property as required for CONSULTANT to perform its services. If access to other properties is determined to be needed, then COUNTY shall use reasonably diligent efforts to secure such access.

7.3 COUNTY shall review the itemized deliverables/documents identified in Exhibit A promptly upon delivery by CONSULTANT and respond in writing with any comment within the time set forth on the approved Project Schedule.

7.4 COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 8

MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this
Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to COUNTY within ten (10) days after receipt of written notice. Any reuse of documents by COUNTY without written verification or adaptation by CONSULTANT for the specific purpose intended will be without liability to CONSULTANT.

8.2 TERMINATION

This Agreement may be terminated by either party for cause, or by COUNTY for convenience, upon fourteen (14) days written notice from the terminating party to the other party. In the event of such termination, CONSULTANT shall be paid its compensation for services performed to termination date, including all Reimbursables then due or incurred to termination date. Under no circumstances shall COUNTY make payment of profit for services which have not been performed. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by COUNTY, CONSULTANT shall indemnify COUNTY against any loss pertaining to this termination.

8.3 EXAMINATION OF RECORDS

CONSULTANT’S records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from COUNTY, at COUNTY’S expense. CONSULTANT shall preserve all such records for a period of three years, unless permission to destroy them is granted by COUNTY, or for such longer period as may be required by law, after the final payment. Since CONSULTANT is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding CONSULTANT’S operations obtained during audits will be kept confidential.

CONSULTANT shall require all subconsultants under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with subconsultants.

8.4 EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, color, age, religion, national origin, gender, disability, ancestry, political affiliation or activity or lack thereof, or union membership or non-membership and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, age, religion, national origin, gender, disability, ancestry, political
affiliation or activity or lack thereof, or union membership or non-membership. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

8.5 NO CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.6 SUBCONSULTANTS

CONSULTANT shall utilize the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT. All subconsultants are required to maintain the same insurance coverages listed in this contract (section 8.9). The list of subconsultants submitted is as follows:

DG2 Design
GBA
Lamp Rynearon
JEMA Studio

8.7 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONSULTANT, under any circumstances, without the prior written consent of COUNTY.

8.8 INDEMNIFICATION OF COUNTY

8.8.1 CONSULTANT shall, at all times hereafter, indemnify, hold harmless and defend COUNTY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of negligent act, error, or omission of CONSULTANT, its agents, servants or employees in the performance
of services under this Agreement, except that the consultant shall not be obligated
to indemnify the County for the County’s own negligence.

8.8.2 CONSULTANT further agrees, at all times hereafter, to indemnify, hold harmless
and defend COUNTY, its agents, servants and employees from and against any
claim, demand or cause of action of any kind or nature arising out of any
misconduct of CONSULTANT resulting from the performance of services under
this Agreement not included in subsection 8.8.1 above.

8.8.3 The provisions of subsections 8.8.1 and 8.8.2 above shall survive the expiration or
earlier termination of this Agreement.

8.8.4 Any sums due CONSULTANT under this Agreement, as shall be considered
necessary by the Contract Administrator, may be retained by COUNTY until all of
COUNTY’s claims for indemnification pursuant to subsections 8.8.1 and 8.8.2 have
been settled or otherwise resolved.

8.9 INSURANCE

For Contract purposes, the CONSULTANT must submit copies of certificates of insurance
documenting the following coverages.

8.9.1 Worker’s Compensation and Employer’s Liability: Statutory Workers’
Compensation limits as required by the Statutes of the State of Missouri, (or a
qualified self-insurer) and Employers Liability in an amount of no less than
$1,000,000.

8.9.2 Automobile, General Liability and Property Damage: The CONSULTANT shall
maintain the following minimum amounts of automobile, general liability and
property damage insurance coverage during the life of the contract: $1,000,000 for
bodily injury or death to any one person and $3,000,000 per occurrence for
automobile and general liability coverage; and property damage coverage of at least
$1,000,000. A Combined Single Limit Policy in the amount of $3,000,000 is an
acceptable alternative. Automobile coverage must include non-owned vehicles.

8.9.3 Professional Liability: The CONSULTANT shall maintain the following minimum
limits of professional liability coverage written on a claims made basis in the
amount of at least $1,000,000 per claim and $3,000,000 in the aggregate.

8.9.4 Additional Requirements: The Automobile and General Liabilities policies shall be
endorsed to include the COUNTY as an additional insured and provide for 30 days
advanced written notice of any material change. A Waiver of Subrogation in favor
of the COUNTY shall be endorsed on each of the policies. The required insurance
shall be primary insurance with respect to any other insurance of self-insurance programs maintained by the COUNTY. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the COUNTY prior to the commencement of any work. It shall be the CONSULTANT’S responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

8.10 REPRESENTATIVE OF COUNTY AND CONSULTANT

8.10.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT’s request, shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

8.10.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT’s representative to whom matters involving the conduct of the Project shall be addressed.

8.11 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.12 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:
8.13 COMPLIANCE WITH SECTION 285.530, RSMO

As required by Section 285.530 of the Revised Statutes of Missouri, as a condition for the award of any contract or grant in excess of $5,000 by COUNTY, CONSULTANT has submitted a sworn affidavit and provided documentation that affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONSULTANT shall not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Upon enrollment and participation in a federal work authorization program, CONSULTANT shall retain for three (3) years a copy of dated verification report received from the federal government.

8.14 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
8.16 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall not unreasonably withhold approval of any proposed changes in key staff.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by COUNTY this ______ day of ________________, 2020.

Executed by CONSULTANT this ______ day of April, 2020.

PATTI BANKS ASSOCIATES, L.L.C. ST. CHARLES COUNTY, MISSOURI
DBA VIREO

By Linda deFlon
Owner | Financial Manager

By Steve Ehlmann,
County Executive

By Craig Rhodes, PLA
Owner
CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

[Signature]
Director of Finance

[Date]

[Date]
EXHIBIT A

SCOPE OF SERVICES

PROJECT NAME: Youth Activity Park Re-Design and Development – Park Branding, Site Master Planning, Surveying, Engineering and Architectural Services for Phase 1 (estimated construction cost = $4,000,000)

PROJECT SCOPE:
CONSULTANT shall provide the following Services to the COUNTY Contract Administrator:

Items anticipated to be included in the master plan for a re-designed/re-developed Youth Activity Park are:

- Main Building (existing)
- Skateboard Park (existing)
- Pump Track (under construction)
- Playground
- Water Playground/Water Play Area
- Bike Playground & Skills Course
- Rock Climbing Area
- Picnic Shelters
- Building Expansion (Sport Courts, Community Center, Indoor Skate Park)
- Maintenance Support Space

In general, it is intended that the Vireo team will:

- Develop options for a re-brand of the park.
- Develop site master plan concepts that integrate existing amenities with proposed new amenities, with appropriate accommodations made for potential Route 364 improvements.
- Develop concept/design development documents for Phase 1 improvements.
- Develop contract documents for Phase 1 improvements as required for bidding and construction.
- Provide bidding services and construction administration for Phase 1 improvements.

Our team recommends a three-phase approach as follows:

Phase 1: Park branding, site master planning, and concept/design development
Phase 2: Preparation of construction documentation and bidding documents
Phase 3: Bidding services, construction administration and observation

**Basic Scope of Services**
The following is Vireo’s Basic Scope of Services:

**Phase 1: Park Branding, Site Master Planning, and Concept/Design Development**

**Task 1.1 – Kick-Off, Branding, & Site Assessment**

1. **St Charles County Parks and Recreation Staff Kick-Off Meeting (Complete)** – At this meeting, Vireo, along with St Charles County Parks staff, will discuss the project goals, schedule, and scope of services.

2. **Prepare and Submit Project Plan and Schedule (Underway)** – The project plan will set expectations and timetables for project deliverables.

3. **Data Collection (Underway)** – Gather required documents to begin park design, including:
   - High resolution aerial(s)
   - AutoCAD survey and/or as-builts
   - Geographic Information Systems (GIS) mapping data.
   - Utility mapping/as-builts.

4. **Site Assessment (Largely Complete)** – Vireo will conduct a thorough site assessment of existing conditions with documentation that will be the basis for park design. Additionally, an evaluation of the existing building will be completed to determine the feasibility of either (a) accommodating a ninja warrior course within the footprint of the existing building or (b) adding such a course within a building expansion.

5. **Branding & Identity Concepts** – Vireo will develop three (3) brand/identity concepts that reflect the vision for the park. Each concept will include up to three (3) “logo” options. It is understood that the County would like to somehow preserve the active recreation focus of the park in the new brand/identity. Furthermore, it is understood that Vireo will make use of the St Charles County Parks existing branding colors in any proposed brand/identity concepts. Vireo will look to Parks staff for any additional guidance needed regarding the desired “look and feel” of the future park brand. It is intended that this task will be largely completed prior to beginning site master planning efforts in earnest.

6. **Staff Meeting #1** – Vireo will facilitate a meeting with Parks staff to present the three (3) options for the park re-brand. It is assumed that Parks staff will select two (2) options to
present to the County Parks Advisory Board and that the Board will select one (1) concept to finalize. It is assumed that Vireo will not be involved in any discussions with or presentations to the Advisory Board and that all communication will pass through Parks staff.

7. **Final Brand** – Following the Board’s selection of one (1) brand/identity concept, Vireo will finalize the selected brand and prepare a final, formal brand/identity package.

**Task 1.2 – Site Master Plan**

1. **Site Master Plan Concepts** – The Vireo team will develop up to three (3) overall site master plan concepts that integrate existing amenities with proposed amenities and respond to potential park impacts related to Route 364 improvements. Preliminary site master plan concepts will be developed during an intensive 1-day charrette at Vireo’s Kansas City office. Parks staff is invited to join the design team for this exercise at their pleasure. Site master plan concepts are anticipated to be hand-drawn plans identifying the general layout of significant site elements and primary pedestrian/vehicular circulation.

2. **Staff Meeting #2** – Vireo will facilitate a second meeting with Parks staff to review and discuss site master plan concepts. It is assumed that Parks staff will select one (1) site master plan concept for refinement. During this meeting, the project team will also confirm which elements of the site master plan will be further developed during concept/design development. At this time, it is assumed that two (2) amenity areas – the playground and water play area – will be further developed during Task 1.3 – Concept/Design Development. Additionally, the Vireo team will be prepared to present the results of the existing building evaluation during this meeting to facilitate a programming discussion in regard to the potential ninja warrior course.

3. **Site Master Plan Refinement/Final Site Master Plan** – Using feedback from Staff Meeting #2, the Vireo team will refine (as needed) one (1) site master plan concept and develop a final, presentation-quality site master plan graphic.

4. **Conceptual Opinion of Costs** – A conceptual level Opinion of Construction Costs for proposed site master plan improvements will be prepared during this task.

**Task 1.3 – Concept/Design Development**

1. **Playground Concept Design** – Vireo will develop two (2) concept designs for the proposed playground, including the selection of quality play equipment that will match
the County’s needs and budget. Deliverables may include but are not limited to: plan graphics, sketches, diagrams, photos, sketch-quality renderings, etc.

2. **Water Play Area Concept Design** – Vireo will develop two (2) concept designs related to the proposed water play amenities, including the selection of quality play equipment that will match the County’s needs and budget. Deliverables may include but are not limited to: plan graphics, sketches, diagrams, photos, sketch-quality renderings, etc.

3. **Conceptual Building Floor Plan** – The Vireo team will prepare a conceptual building floor plan indicating parameters for the addition of a ninja warrior course.

4. **Staff Meeting #3** – Vireo will facilitate a third meeting with Parks staff to review amenity area concept designs and the conceptual building floor plan. It is assumed that Parks staff will select one (1) concept for each amenity area to refine.

5. **Concept Refinement** – Following the selection of one (1) concept for each of the amenity areas, the Vireo team will refine and finalize the concept designs for the playground and water playground. Deliverables may include but are not limited to: plan graphics, cross sections, conceptual contour plans, and final renderings.

6. **Conceptual Opinion of Costs** – A conceptual level Opinion of Construction Costs for Phase 1 improvements will be prepared during this task.

**Phase 2: Preparation of Construction Documentation and Bidding Documents**

**Task 2.1 – Administration and Background Services**

1. **Site Survey** – A site survey will be completed as follows:
   b. Topography of area shown on Exhibit “A”.
   c. Utilities will be located per Missouri One-call locate tickets and field observation.
   d. Storm and sanitary structures will be located and detailed within topography area and to one-structure out of area.
   e. Tree survey showing size and type of individual trees. Heavy treed/vegetative areas will be shown as tree limits and individual trees won’t be identified in these areas.
f. Outer property boundary will be established per deeds and plat with easements shown in the base-map per plat and title work. Title work fee is included in this scope.

Site Survey Assumptions
a. Mapping and topography will be performed before grass and leaves begin their spring growth.
b. Hydrographic surveys of the 4 onsite ponds won’t be needed for this design. Only edge of water and water surface elevation.

2. Geotechnical Services – Geotechnical services with summary report will be provided. It is anticipated that a total of 4 borings will be completed.

3. County Staff Coordination Meetings – A total of two (2) meetings held at County offices to coordinate CD plans during this task.

Task 2.2 – Project Agency Permitting Requirements

1. Project Permitting Requirements – Vireo will meet with the required agencies to discuss project permitting and plan submittal needs, including:
   - Land disturbance permit as required by the State of Missouri
   - BMP/Stormwater studies/calculations and design requirements
   - Wastewater permit and design requirements
   - Water permit and design requirements
   - Electrical permit and design requirements

Task 2.3 – Construction Documentation

1. Construction Document Plans and Details – The Vireo design team will further develop the Design Development plans upon approval and complete the Construction Documents and Bid Plans for the elements included in Phase 1 construction. Information required for bidding and construction will be completed. Drawings, Details and Technical Specifications will be developed and submitted at 75%, 95%, and 100% milestones. Elements are anticipated to include the following.
   - Playground – plans, sections, details (see Task 2.3.2)
   - Water Play Area – plans, sections, details (see Task 2.3.3)
   - Reservable Shelters – plans, elevations, sections, details
   - Site Hardscape – walks, plazas, seating & other amenities, details
   - Parking Lot – plans, striping, details (as applicable)
• Grading & Stormwater Improvements – final grade spot elevations, underground piping and inlets
• Site Landscape – trees, plantings, details, and planting schedule
• Site Utilities – sanitary sewer, electrical, water, and details
• Construction Details

2. **Playground Design** – The Vireo team will develop plans, sections, details, and specifications for the playground as required to solicit competitive and comparable bids. Vireo will work with playground equipment vendors as needed to identify and define play equipment for the playground. If, during the course of design, it is determined that custom play equipment will be needed, the Vireo team shall coordinate a design competition among potential playground equipment Vendors to develop designs for the custom playground equipment. Upon the selection of a Vendor, the Vireo team will coordinate with Vendor regarding the Vendor-designed playground equipment. The final design plans for any special equipment shall be completed by the Vendor, and shall include plans, sections, details, and specifications as required for competitive and comparable bids. The Vendor will have control of all safety and code requirements as they pertain to playground equipment. Safety zones will remain the responsibility of the Vendor. The selected Vendor will be used as basis-of-design for the competitive bid process.

3. **Water Playground Design** – The Vireo team shall coordinate a design competition among potential water play equipment Vendors to develop design scenarios for the water play area. Upon the selection of a Vendor, the Vireo team will coordinate with Vendor regarding all design and engineering requirements for a fully functional water playground area. The selected Vendor will be used as basis-of-design for the competitive bid process. The Vireo team will develop plans, sections, details, and specifications as required to solicit competitive and comparable bids.

4. **Specifications** – Technical Specifications for the Phase 1 improvements will be completed for inclusion in the Project Manual.

5. **Review** – The Construction Documents will be submitted for review by County staff at the 75%, 95%, and 100% progress stages.

6. **Opinion of Construction Costs** – The Opinion of Costs will be updated throughout the completion of the plans and submitted with each progress set submittal.

**Task 2.4 – Bidding Services**
1. **Bid Plans** – Construction Bid Plans and Specifications will be provided to County staff in electronic format for plan distribution.

2. **Substitution “or equal” process** – Vireo shall receive all substitution requests by the determined date during the bid period. Vireo will review and assess such requests and respond accordingly to all contractors on the plan holders’ list.

3. **Questions & Addenda** – Answer bidder questions and prepare addenda as required.

4. **Bid Estimate** – The Vireo team will bid the project, providing a final opinion of construction costs, for use when evaluating bids received.

5. **Pre-Bid Meeting** – Vireo will hold a pre-bid meeting to discuss project goals and requirements and respond to contractor questions.

6. **Bid Evaluation** – Vireo will assist County staff in evaluating bids received and selecting a qualified contractor.

**Phase 3: Construction Administration and Observation**

**Task 3.1 – Construction Administration**

1. Vireo shall advise and consult with the St Charles County Project Manager during the Construction Phase Services. Vireo shall have authority to act on behalf of the County only to the extent provided in the contract and with the concurrence of the County.

2. Vireo shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall Vireo be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. Vireo shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

3. Vireo will provide general consulting services to County staff during the execution of this project. Costs for this task are based on reasonable estimates of unspecified work efforts and serve as upper limits for services to be performed on an as-needed basis. Services provided under this task may include design modifications and response to general questions.
4. Vireo will attend the Pre-Construction Meeting as facilitated by the Contractor to review the summary of work, preliminary construction schedule, and any related work restrictions.

5. **Application for Payment** – Review and certify Applications for Payment on a monthly basis. Vireo’s certification for payment shall constitute a representation to the County, based on Vireo’s evaluation of the Work and on the data comprising the Contractor’s Application for Payment and that the Work has progressed to the point indicated in accordance with the Contract Documents.

6. **Requests for Information and Requests for Proposal** – Review and respond to Requests for Information (RFIs) about the Contract Documents. Requests for Information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. Vireo’s response to such requests shall be made in writing within time limits mutually agreed upon. If appropriate, Vireo shall prepare and issue supplemental Drawings and Specifications in response to requests for information. The County’s Project Manager shall be a part of the response process. Also, Vireo will maintain records relative to changes in the Work such as RFP’s and RFI’s.

7. **Change Orders** – Prepare Change Orders for the County’s approval and execution in accordance with the Contract Documents.

8. **Shop Drawings, Product Data and Samples** – Review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility.

   - Vireo’s review shall not constitute approval of safety precautions of any construction means, methods, techniques, sequences or procedures, unless otherwise specifically stated by Vireo.
   - Vireo’s approval of a specific item shall not indicate approval of an assembly of which the item is a component. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, Vireo shall specify the appropriate performance and design criteria that such services must satisfy.
   - Vireo will be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
   - Vireo will maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
Task 3.2 – Construction Observation

An On-Site Project Representative will be furnished and shall act as directed by the County in order to provide a more extensive representation at the project site during the Construction Phase. The On-Site Project Representative will assist in the evaluation of the construction work through on-site observations of the work in progress, field checks of materials and equipment, and maintenance of job site records on conditions and activities as specified in the approved bid documents inclusive of the plans and specifications.

1. The On-Site Project Representative shall attend monthly progress meetings initiated by the Contractor, throughout the duration of the project to discuss and assess the overall progress of construction and revisit the construction schedule as necessary. Meeting minutes will be prepared and distributed.
   - Monthly Progress Meetings: 6 Meetings

2. The On-Site Project Representative shall visit the site periodically (approx. weekly) to become generally familiar with the progress and quality of the portion of the Work completed, and to document and determine, in general, if the Work observed is being performed in accordance with the Contract Documents, and provide an Observation Report including photos to the County Project Manager.
   - Weekly Site Visits: 20 Site Visits (6 of the site visits shall be completed at the same time as the monthly progress meetings)
   - Additional Emergency Site Visits: 4 Site Visits

3. Report to the County any deviations from the Contract Documents or from the most recent construction schedule submitted by the Contractor, including any opinions and suggestions regarding defects and deficiencies observed in the Work.

4. The On-Site Project Representative has the authority to reject Work that does not conform to the Contract Documents.

Task 3.3 – Project Closeout

1. Substantial and Final Completion Walk-Throughs – Virco shall assist County staff to schedule and conduct walk-throughs as outlined below.
   - Virco shall attend a substantial completion walk-through, compile notes, and prepare a Preliminary Punch List of corrective items which will address remaining work as required by Contractor. The Punch List will be distributed to the Contractor and County Project Manager.
   - The Certificate of Substantial Completion shall be issued by County Staff.
• After Contractor has stated they have completed the Preliminary Punch List, Vireo shall attend a final completion walk-through, preparing a Final Punch List of corrective items and distribute to the Contractor and County Project Manager.
• A third and final walk through shall be completed prior to final project close-out.
• Additional walk-throughs shall be considered additional services.

2. **Record Drawings** – Vireo shall review the Contractor’s set of record drawings showing changes made during construction as the work progressed. If requested by the County, Vireo can input all changes into the project AutoCAD base files and provide to the County as an additional service.

3. **Project Closeout** – Vireo shall review final Application for Payment and recommend final closeout to the County.

4. **Warranty Walk** – Upon request from the County, and prior to one year after the date of Substantial Completion; or, such period of time as may be prescribed by Laws or Regulations, Vireo shall conduct a site review walk-through with the County. Warranty walk-through shall be documented and distributed to the Contractor and the County.
BIDDING OR NEGOTIATION PHASE

(a) CONSULTANT shall, following the Contract Administrator's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, assist COUNTY in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts. In the case of phased construction, COUNTY may authorize bidding of portions of the Project prior to completion of the Construction Documents Phase. CONSULTANT shall provide, but not be limited to, the following tasks:

1. Assist COUNTY in the preparation of bidding information.

2. CONSULTANT shall provide a copy of the plans and technical specifications to any governmental agency from which any approvals are required prior to the public notice for the Invitation to Bid.

3. CONSULTANT shall provide to the Contract Administrator two (2) reproducible copy(ies) of the construction drawings and specifications.

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

(a) Construction Phase will commence with the award of the Construction Contract(s) and will not terminate until a Certificate of Occupancy of the completed Project is issued by the applicable jurisdiction, or when final payment is due the Contractor, or in their absence, sixty (60) days from the date of substantial completion. CONSULTANT will administer said Construction Phase according to the terms of this Agreement and in accordance with the duties and responsibilities set forth in the Contract Documents for the duration of the Construction Phase.

(b) CONSULTANT shall consult with and advise COUNTY and act as its representative as provided in the Contract Documents. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as defined in said Contract Documents shall not be modified without CONSULTANT’s written consent after Project is let out to bid; all of COUNTY’s instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of COUNTY to the extent provided in said Contract Documents except as otherwise provided in writing.

(c) CONSULTANT shall visit the site at intervals appropriate to the stage of construction, but not less than once a week during the construction, to familiarize itself in detail with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. On the basis of its on-site observation, CONSULTANT shall exercise standard care and diligence with sufficient detail to guard COUNTY against defects and deficiencies in the work by the Contractor and to determine if the work is proceeding in accordance with all of the requirements of the Contract Documents. CONSULTANT shall not be responsible for construction means, methods, techniques,
sequences or procedures, or for safety precautions and programs in connection with the work; however, CONSULTANT shall have the duty to give prompt notification in writing to COUNTY of any failure of the Contractor, of which CONSULTANT may be aware as a result of its observations, to follow and conform to the Contract Documents and specifications, but shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

(d) CONSULTANT shall review and approve Shop Drawings and samples within the time specifications set forth in the Contract Documents, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; and respond to Contractor's requests for information or clarification, all of which shall be performed in a prompt and timely manner so as not to delay the performance of the Contractor.

(e) CONSULTANT shall issue all instructions of the Contract Administrator to Contractor(s); prepare change orders as required; as COUNTY's representative, require special inspection or testing of the work; CONSULTANT shall act as interpreter of the requirements of the Contract Documents and judge of performance thereunder by the parties thereto and shall make decisions on the interpretation of the Contract Documents on all claims of COUNTY and Contractor(s) relating to the execution and progress of the work and all other matters and questions relating thereto.

(f) Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on its review of Contractor(s)' applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing to the Contract Administrator payments to Contractor(s) in such amounts; such approvals of payment will constitute a representation to COUNTY, based on such observations and review, that the work has progressed to the point indicated and that, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in its approval), but by approving an application for payment, CONSULTANT will not be deemed to have represented that it has made any examination to determine how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to COUNTY free and clear of any lien, claims, security interest or encumbrances.

(g) CONSULTANT shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any
other person (except its own employees and agents) at the Project site or otherwise performing any of the work of the Project.

(h) CONSULTANT shall prepare Change Orders in compliance with COUNTY procedures. This includes the requirement that any Change Order must be processed and fully executed before the completion of any additional work as may be provided for in such Change Order.

(i) CONSULTANT shall conduct inspections to determine if the Project is substantially complete and the date of substantial completion and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and the date of final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate of Payment.

(j) CONSULTANT shall obtain from the Contractor one (1) set of reproducible record drawings prepared by the Contractor, reflecting conditions based upon actual construction. These drawings shall be reviewed by CONSULTANT for general completeness of information and shall be submitted to and be the property of COUNTY.

(k) Changes to drawings, documents and/or specifications which are the result of a direct request for changes by COUNTY for additional or extra work and not in any way a correction or clarification of work done by CONSULTANT or the result of incomplete work required of CONSULTANT shall be deemed "Additional Services" and CONSULTANT shall be reimbursed upon review and approval by COUNTY.

POST CONSTRUCTION PHASE

CONSULTANT shall assist in the inspection of the Project thirty (30) days before expiration of the one-year construction warranty period and report any defective work under the terms of the guarantee/warranty required by the construction contract. CONSULTANT shall assist COUNTY with administration of guarantee/warranty for correction of defective work that may be discovered during said guarantee/warranty period.
### FEE SCHEDULE
Youth Activity Park Redevelopment and Development  | ST Charles County, MO  
April 22, 2020

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#### PHASE 1: PARK BRANDING, MASTER PLANNING, AND DESIGN DEVELOPMENT

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#### PHASE 2: PREPARATION OF CONSTRUCTION DOCUMENTATION AND BIDDING DOCUMENTS

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#### Constructions Administration and Observation

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**Note:** The table above provides a summary of project costs and fees for each phase of the project. For detailed information, please refer to the original document or report.
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**SUBTOTAL COSTS**

**DIRECT EXPENSES**

$0,396 | $4,380 | $2,492 | **$9,270**

**PROJECT COST (PER PHASE)**

$569,879 | $147,593 | $61,662 | **$81,961** | **$153,688**

**TOTAL PROJECT COST**

**$643,737**
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July 26, 2019

Ms. Linda deFlon
Patti Banks Association LLC dba Vireo
929 Walnut Street, Suite 700
Kansas City, MO 64106

Dear Ms. deFlon:

Thank you for submitting your company’s annual financial pre-qualification documents. MoDOT’s Audits and Investigations Division has completed the review. Patti Banks Association LLC dba Vireo will be added to the Approved Consultant Pre-qualification List. To view this list, go to www.modot.gov scroll down to Partner with MoDOT—select Consultant Resources—select Consultant Prequalification List under Explore This Topic.

Based on our review of the prequalification documents, we recommend acceptance of the rates. The rates shown in the following table represent the rates as presented on the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year-ended 2018, and is applicable to any agreements involving State or Federal funds. This recommendation of acceptance is for MoDOT only and is not intended to imply cognizant approval.

| Home Office Rate | 177.30% |

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,

Christie Martin
Senior Auditor
Audits and Investigations

cc: Rodney Braman-de

Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org
EXHIBIT "C"

TRAVEL AND EXPENDITURE COSTS

Prints (large scale plans) .................. $0.95/square foot
Color reproductions and boards ...................... at cost
Copies (in house) 8 1/2 x 11, 11 X 17 .............. $0.10 each
Color documents........................................ at cost
Overnight delivery .................................... at cost
Mileage ................................................. (current IRS rate)
Travel Expenses........................................ at cost

Note:
Sub-contracted labor, printing, technical photography and all other direct job costs are to be paid at cost.
### EXHIBIT B

**Project Title**
Prepared by Kristy DeGraffen, DG2 Design, 2020 Overhead Rates
Scope of Services: Landscape Architectural Design
See tasks described below.

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<td>Staff AES</td>
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<tr>
<td>Staff Technician</td>
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<tr>
<td>Senior Construction Inspector</td>
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<td>Construction Inspector 3</td>
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<tr>
<td>Senior Field Technician</td>
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<tr>
<td>Project Admin</td>
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<tr>
<td>Senior Administrative Assistant</td>
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<tr>
<td>General Office 2</td>
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<tr>
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</tr>
</tbody>
</table>
Audited Overhead Rate

GBA’s audited Overhead Rate by the State of Missouri is 199.24%.

Fixed Fee (Profit)

GBA uses standard profit percentage tables. Our Profit percentage on this project would be 14%.

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Time Kinematic Global Positioning System Equipment (RTK)</td>
<td>60.00 per hour</td>
</tr>
<tr>
<td>Nuclear Density/Soil Testing Equipment</td>
<td>50.00 per day</td>
</tr>
<tr>
<td>Traffic Counters</td>
<td>25.00 per day</td>
</tr>
</tbody>
</table>

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown (effective February 1, 2020):

<table>
<thead>
<tr>
<th>Items</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Pick-up Truck</td>
<td>0.575 per mile</td>
</tr>
<tr>
<td>Personal and Company Cars</td>
<td>0.575 per mile</td>
</tr>
</tbody>
</table>
### EXHIBIT B

**Lamp Rynearson Hourly Rate Structure**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Hourly Payroll</th>
<th>Overhead</th>
<th>Profit</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andy Smith</td>
<td>Group Leader</td>
<td>$ 66.58</td>
<td>226.61%</td>
<td>10%</td>
<td>$ 239.20</td>
</tr>
<tr>
<td>Kyle McCawley</td>
<td>Project Manager</td>
<td>$ 45.00</td>
<td>226.61%</td>
<td>10%</td>
<td>$ 161.67</td>
</tr>
<tr>
<td>Jeff Borschuk</td>
<td>Project Architect</td>
<td>$ 33.15</td>
<td>226.61%</td>
<td>10%</td>
<td>$ 119.10</td>
</tr>
<tr>
<td>Brian Edgar</td>
<td>Project</td>
<td>$ 27.30</td>
<td>226.61%</td>
<td>10%</td>
<td>$ 98.08</td>
</tr>
<tr>
<td>Dan McGee</td>
<td>Civil Design Engineer</td>
<td>$ 57.00</td>
<td>226.61%</td>
<td>10%</td>
<td>$ 204.78</td>
</tr>
<tr>
<td>Christine Nichols</td>
<td>Administration</td>
<td>$ 23.50</td>
<td>226.61%</td>
<td>10%</td>
<td>$ 84.43</td>
</tr>
</tbody>
</table>

MoDOT approved overhead from letter dated November 5, 2018. Pre-qualification was not requested in 2019 and, therefore, no newer overhead rate is available.

Names listed are the most likely individuals to be work on the project, but is not necessarily a complete list of everyone who may work on project.
EXHIBIT B

JEMA Hourly Rate Schedule

Partner ............... $195
Architect II ........... $125
Architect I ............ $98
Intern Architect ...... $66
Designer I .......... $74
Admin .................. $62

Reimbursable Costs

JEMA will require a 7.5% charge on all reimbursable costs to cover our coordination efforts. Reimbursables to include:

- Printing, including large format boards, booklet, color copies, large format black & white copies
- Car mileage
- Travel/airfare
- Courier fees, mail postage
- Lodging
LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

19-152

For

Professional Services - Re-Design and Development Youth Activity Park
7801 Highway N, Dardenne Prairie, MO 63368

For

ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI

St. Charles County is seeking Statement of Qualifications for Professional Services - Re-Design and Development of Youth Activity Park. The County reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.
INSTRUCTIONS

One original and one [2] signed copies of the statement of qualifications must be received in a sealed envelope plainly marked “19-152 RFQ Professional Services Re-Design and Development of Youth Activity Park” with the due date and time in the lower left corner of the envelope.

An authorized representative of the company/person submitting the statement of qualification must sign it in blue ink.

Statements of Qualifications must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to 11/20/2019 at 2:00 PM.

St. Charles County reserves the right to accept and/or reject any and all proposals.

INQUIRIES

Any questions or clarifications concerning this Request for Qualifications must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach
Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
kmandernach@sccmo.org

- The RFQ number and title shall be referenced on all correspondence.
- All questions must be received no later than 2:00 PM on 11/12/2019. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website http://finance.sccmo.org/finance. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County.

Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.
TERMS AND CONDITIONS

➤ No additions, deletions, corrections, or adjustments will be accepted after submissions are opened.

➤ The electronic version of this RFQ is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this RFQ on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

➤ An authorized officer of the company submitting the response must sign all copies, in blue ink.

➤ Vendors must submit three [3] signed copies of their statement of qualifications; one is to be an original and so marked.

➤ Prices for services should not be included in submitted responses

➤ St. Charles County will not award any contract to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.

➤ Sealed submissions received after the designated time of the receipt of the sealed statements will be considered "VOID" and will not be opened.

➤ The successful firm is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

➤ All firms must possess the necessary and appropriate business and/or professional licenses in their field.

➤ Award will be made to the firm best qualified and capable of performing the desired work, subject to successful contract negotiations.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)
As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (E-Verify) and shall verify the employment eligibility of every employee in the employer’s hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit in included in this proposal request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301, prior to responding to any solicitations; OR
- Send the notarized affidavit and E-Verify MOU signature page along with a proposal solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for one year from the date of the notarized affidavit.

** PLEASE NOTE:

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:


** Veteran Friendly Employment Policy **

19-152 RFQ Prof Svcs – Design and Re-Development of Youth Activity Park
Proposal Response from (please complete)
Page 4 of 11
Parks

Name of Company or individual
"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

OPEN RECORDS

Any and all information contained in or submitted with the RFQ becomes a public record subject to the Missouri Sunshine Law when a contract is executed or all proposals are rejected. If Proposer believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, Proposer must clearly identify what information Proposer believes is so protected and must also clearly identify the legal basis therefor.

INSURANCE

Errors and Omissions (Professional Liability): with limits of not less than $1.0 million per claim/$2.0 million aggregate covering all services provided by the Contract. Coverage to be written on a claims-made basis.

Commercial General Liability (CGL): $1,000,000/$3,000,000 including Products/Completed Operations. CGL coverage shall cover all liability arising from premises, operations, independent contractor and personal injury and liability assumed under an insured contract.

Automobile Liability: covering liability arising out of the use of any owned, hired, leased or non-owned vehicle in an amount of no less than $1,000,000 per occurrence.

Workers Compensation/Employer’s Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than $1.0 million.

Excess Umbrella: liability with a limit of no less than $1,000,000 in excess of the above policies.

-All insurance to be written through a company duly authorized to do business in the State of Missouri with an A.M. Best Rating of A-IX or higher.

-The Professional Liability, CGL, Automobile and Umbrella policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change.

-A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies.
- The required insurance provided by the "Consultant" shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County.

- A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work.

CERTIFICATION

The Firm understands and agrees that by signing the statement of Qualification document, the Firm certifies the following:

The Firm shall only utilize licensed professional personnel who have had their qualifications submitted as part of the Firm's Qualifications document (or subsequent updates). All personnel utilized must be authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Firm is found to be in violation of this requirement or applicable federal, state and/or local laws and/or regulations, and if the County of St. Charles has reasonable cause to believe that the Firm has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Firm from doing business with the County.

The Firm agrees to fully cooperate with any audit from federal, state, or local auditor or investigation by federal, state, or local law enforcement agencies.

Request for Qualifications
Re-Design and Development of Youth Activity Park

The St. Charles County Department of Parks and Recreation is advertising a Request for Qualifications (RFQ) for design and engineering services for the Re-Design and Development of St. Charles County Parks’ Property currently known as the Youth Activity Park. The park is located at:

7801 Highway N
Dardenne Prairie, MO 63368

The scope of the Development may include but not be limited to the following:

- Develop recommendation for re-branding of the park and facility to be completed as Phase 1 of project by Spring of 2020.
- Develop a design for the exterior area of the park that visually and physically connects current park amenities with new park amenities.
- Park amenities that will remain are the pump track, skateboard park, and main building.
- New amenities will include but are not limited to a water playground, water play area; picnic shelters; playground; bike playground and skills course; and maintenance support space.
- Determine cost estimates for construction with the possibility of providing a phased approach for development.
- Prepare the construction drawings and specifications necessary for bidding and development.
- Obtain all reviews, approvals and permits required for the proposed construction.
- Assist County in construction bidding, selection of Contractors, and construction administration and observation.

The goal is to realize a development that showcases the park’s natural resources and incorporate existing amenities and new amenities.

The selected Design Team should anticipate the need to evaluate the County’s current Conceptual Site Plan, discuss and recommend refinements to the “Plan” if needed, and prepare an updated “Plan” document with detailed cost estimates for development. The site has easements (pipeline, sewer, overhead transmission lines) and major drainage ways that must be taken into consideration prior to determining final design. This process will determine the amenities that shall be represented during development and what items will remain for future development phases if needed. Construction bid documents will then be developed to utilize for bidding and construction.

Design Teams should submit their Professional Qualifications for review and consideration. Items of special interest in the review of qualifications include demonstrated understanding of this project and the performance of similar projects in the last 5 years involving the key personnel proposed for this project. The Design Team’s qualifications submitted for consideration should include but not be limited to the following:

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19-152 RFQ Prof Svcs – Design and Re-Development of Youth Activity Park
Page 7 of 11
Parks

Proposal Response from (please complete)

Name of Company or individual
• Professional Capabilities and Relevant Experience of the Design Team
• Design Team Organization and approximate percentage of the project for each team member.
• Qualifications of Key Personnel
• Current Workload/Capability to do the Work
• Project Understanding and Approach
• Project Schedule

A short list of firms will be determined by a screening committee. Further steps in the selection process may include interviews with the Design Team(s) and will be at the discretion of the selection committee. Any evaluation criteria, weighing of criteria, or ranking is used only as a tool to assist in selecting the most qualified Design Team for this project. General evaluation criteria are as follows:

• Experience and Technical Competence 40 points maximum
• Capability and Capacity 30 points maximum
• Past Record of Performance 30 points maximum

---

Exception Sheet
If the item(s) and/or services proposed in the response to this RFQ is in any way different from that contained in this proposal or proposal, the proposer is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the proposer's offer is in total compliance with all aspects of the proposal.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: ______________

Signature: __________________________________

Title: _________________________________________

Company: ______________________________________
Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: ____________________________________________

Business Address: __________________________________________

Business Hours: ____________________________________________

Phone: ____________________ Fax: ________________________

Email address: ____________________________________________

Contact Person: ____________________________________________

Authorized Signature: _______________________________________

(Indicates acceptance of all proposal terms and conditions)

Date: __________________________
AFFIDAVIT OF WORK AUTHORIZATION

The proposer/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now ____________________________ (Name of Business Entity Authorized Representative) as ____________________________ (Position/Title) first being duly sworn on my oath, affirm ____________________________ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that ____________________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature ____________________________ Printed Name ____________________________

Title ____________________________ Date ____________________________

E-Mail Address ____________________________

Subscribed and sworn to before me this ______________ of ______________. I am

(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of ____________________________, State of

(NAME OF COUNTY)

(NAME OF STATE)

______________________________ and my commission expires on ____________________________

(DATE)

Signature of Notary ____________________________ Date ____________________________
November 15, 2019

ADDENDUM #1

RFQ 19-152 Professional Services – Re-Design and Development of Youth Activity Park

Addendum #1 is being issued to answer questions submitted prior to the deadline. Answers are below in red.

1. What is the page limit on our submittal? None
2. Is the Conceptual Site Plan available for review at this time? Yes, see attached
3. Has a construction budget been established for this project? No
4. Are there any completion or park opening dates we need to be aware? Within the next 12 to 18 months.
5. Are there MBE/WBE, Veteran participation levels to be achieved by the team? No.

Respondents shall sign this Addendum as acknowledgment and return it with their qualifications.

RFQ ADDENDUM

Addendum #1

Dated____________________

We, the undersigned, acknowledge the receipt of the above addendum, as dated.

By:____________________________________

Title:___________________________________

Company:______________________________

Date:_______________________________