



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Friday, May, 26, 2017
Contract/Agreements

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NAVIGATE BUILDING SOLUTIONS

WHEREAS, it has been determined by the Franklin County Commission, based in part upon the recent report of the Franklin County Grand Jury, that Franklin County is in need of new and/or remodeled public safety facilities in order to better serve Franklin County and its constituents; and

WHEREAS, prior hereto Franklin County invited qualified firms to submit proposals for Construction Management Advisor services and in response to such invitation Franklin County received proposals from four firms; and

WHEREAS, after reviewing the proposals and interviewing the applicants, the Franklin County Commission determined that Navigate Building Solutions had the most responsive and best proposal being in the amount of \$23,505.00 for compensation and \$1070.00 for expenses, a copy of the proposed Agreement is attached hereto.

IT IS THEREFORE ORDERED that the proposal submitted by Navigate Building Solutions is hereby accepted and that John Griesheimer, Presiding Commissioner, is authorized to execute the applicable Professional Services Agreement with Navigate Building Solutions on behalf of Franklin County.

IT IS FURTHER ORDERED that an executed copy of said Agreement and a copy of this Order be provided to Navigate Building Solutions.

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

Auditor *Sanbury Newman* 5/26/17

John E. Griesheimer
Presiding Commissioner

[Signature]
Commissioner of 1st District

Commissioner of 2nd District



Construction Manager Advisor, Professional Services Agreement

Date: 05-17-2017

Owner:

Franklin County, Missouri
400 E. Locust
Union, MO 63084

Construction Manager Advisor (hereinafter NAVIGATE):

NAVIGATE Building Solutions, LLC
9920 Watson Road, STE 201
St. Louis, MO 63126

Project(s): Public Safety Facilities

The proposed project shall include new or renovated Public Safety Facilities at the existing Center located at 1 Bruns Drive, Union MO 63084. Services located on this 33-acre site include the Sheriff Department, Adult Detention, 911/ECC and Emergency Services.

Schedule:

The Owner's anticipated design and construction schedule:

Phase 1	Facility/Space Need Assessment and Feasibility Studies Phase June '17 – March '18
Phase 2	Consultant Selection, Design, Bidding, Construction Phase May '18 – December '19 <i>Pending Owner Written Authorization to Proceed</i>

SCOPE OF CONSTRUCTION MANAGER ADVISOR'S SERVICES

PHASE 1 Services

A. Facility/Space Need Assessment and Feasibility Studies:

The Construction Manager will coordinate the selection of a Public Safety Design Consultant (approved by the County) to perform the Needs Assessment and Feasibility Study of the existing facilities.

The Construction Manager will develop and maintain a project schedule, prepare detailed estimates, compile a total program budget, prepare construction and phasing plans, attend and coordinate meetings/meeting minutes, and oversee all consultant work in the preparation of a final report and recommendations to be issued to the County.

B. Pre-Referendum Community Engagements:

The Construction Manager will coordinate and participate in a minimum of 3 community engagement events.

PHASE 2 Services

A. Consultant Selection:

Should the project be funded and approved to move forward, the Construction Manager will assist the Owner in selecting, retaining and coordinating the professional services of all design consultants, surveyors, special consultants and testing laboratories required for the Project.

The Construction Manager will develop all required scopes of work, Request for Qualifications, and required documents for selection. Consultant will work with Owner to develop inclusion, sustainability and labor plans for use with the Consultant selection and all future design/construction phase activities.

The Construction Manager will advise Owner of applicable State procurement protocols and work with any local procurement representatives to ensure compliance.

The Construction Manager will assist with the negotiation of all professional service contracts.

B. Project Design and Public Bidding:

The Construction Manager will assist during the design phase of the project by providing pre-construction services, including but not limited to the following:

1. Preparation for review by the Owner of complete, detailed construction cost estimates.
2. Value Engineering Analysis.
3. Participation in project design review meetings with the Owner and Architectural Engineering (A/E) Consultant.
4. Planning team and A/E consultant review meetings.
5. Review of the documents for completeness, clarity and construct ability.
6. Scheduling of all project construction related activities.
7. Providing input into site planning, sequencing and staging.
8. Making recommendations to the Owner, regarding division of work in order to facilitate competitive bidding and awarding of subcontracts.
9. Preparation of pre-qualification criteria for subcontract bidders and development of subcontractor interest in the project.
10. Conducting pre-bid conferences with subcontractors.
11. Solicitation of competitive bids from the various subcontractors, review of those bids, and making award recommendations to the Owner.
12. Obtaining review and approvals by the necessary public agencies and approval authorities for all aspects of facility design and construction.
13. Analysis of suitability of phased construction for all aspects of the new facility including design and construction.

C. Construction:

The Construction Manager shall provide full construction management services during the construction phase, including but not limited to the following:

1. Preparation and execution of contracts and purchase orders with contractors.
2. Coordination and direction of the work of the contractors in lieu of a General Contractor.
3. Conducting a general pre-construction meeting with all subcontractors prior to the start of construction and in-depth pre-construction meetings with all major subcontractors prior to the start of their work activities.
4. Providing temporary job site facilities and services.
5. Tracking construction costs and maintaining detailed construction cost records.
6. Reviewing and processing shop drawings and other submittals.
7. Establishing, monitoring and regular updating of a CPM construction scheduling system.
8. Reviewing all requests for changes, challenging the cost of the subcontractors as necessary, and making recommendations to the Owner.
9. Reviewing and processing all pay request applications by the contractors.
10. Conducting meetings with on-site trade foremen or superintendents.
11. Conducting meetings with the Owner and A/E Consultant to review construction progress, scheduling, problems etc.
12. Manage the complete construction of the Project.
13. Obtaining all required permits and approvals.
14. Establishing and maintaining Quality Control and Quality Assurance standards.
15. Providing all record keeping ensuring proper reporting as may be required by the lending institutions, various agencies, approval authorities and the Owner.

- D. It is also clarified that it is the intent of the Franklin County that the Construction Manager will provide the full time onsite supervision and all other support resources required to coordinate the work of multiple primes in lieu of a General Contractor. However, the Construction Manager will not be permitted to bid on or self-perform any categories of work.

OWNER'S RESPONSIBILITIES

The Owner shall retain all professional and design consultants required for the project and a copy of their executed agreement between the Owner and Architect, and any further modifications to the agreements.

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents NAVIGATE submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of NAVIGATE's services.

The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

Owner shall retain the services of all licensed design professionals and contractors required to complete the work. NAVIGATE is not a licensed design professional or a contractor and therefore does not assume any responsibility for design errors, omissions or inconsistencies or contractor performance while providing the services of this agreement.

All Construction Contracts shall include an indemnity provision in favor of and protecting the Owner and NAVIGATE and a provision requiring that the Owner and NAVIGATE be named as additional insured on the general liability, auto liability, pollution liability and excess liability insurance policies carried by the Contractors with respect to their on-going and completed operations and such additional insured status shall apply on a primary and noncontributory basis including a waiver of subrogation. NAVIGATE shall also be named as an additional insured on the Builders Risk/Course of Construction policy obtained to cover the Project(s).

CLAIMS AND DISPUTES

NAVIGATE shall indemnify, defend and hold harmless the Owner, together with its elected officials, employees, agents, architects and engineers, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of NAVIGATE, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. NAVIGATE's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.

NAVIGATE and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The Owner and NAVIGATE shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, they shall litigate the dispute unless otherwise mutually agreed.

TERMINATION OR SUSPENSION

If the Owner fails to make payments to NAVIGATE in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at NAVIGATE's option, cause for suspension of performance of services under this Agreement. If NAVIGATE elects to suspend services, NAVIGATE shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, NAVIGATE shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, NAVIGATE shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of NAVIGATE's services. NAVIGATE's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Owner suspends the Project, NAVIGATE shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, NAVIGATE shall be compensated for expenses incurred in the interruption and resumption of NAVIGATE's services. NAVIGATE's fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination NAVIGATE shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

MISCELLANEOUS PROVISIONS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or NAVIGATE.

Unless otherwise required in this Agreement, NAVIGATE shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

NAVIGATE shall have the right to include photographic or artistic representations of the design of the Project among NAVIGATE's promotional and professional materials.

Any disputes between parties shall be governed by Missouri Law.

INSURANCE

NAVIGATE shall provide insurance with the coverage as indicated in the attached Exhibit B – Certificate of Insurance.

COMPENSATION

NAVIGATE shall be compensated in accordance with the following:

Phase 1 Services

NAVIGATE shall be compensated for time spent in accordance with Exhibit A - Rate Schedule up to an amount not to exceed Twenty-Three Thousand and Five Hundred Dollars (\$23,505) and for expenses not to exceed One Thousand and Seventy Dollars (\$1,070)

Phase 2 Services

NAVIGATE shall be compensated for:

1. Time spent in accordance with Exhibit A – Rate Schedule
2. A Fee of 2.85% of the Project Cost
3. For Reimbursable costs mutually agreed upon between Owner and NAVIGATE.



For Additional Services related to the extended duration of either phase, NAVIGATE shall be compensated on a time and material basis in accordance with the attached Rate Sheet Exhibit A.

Payments to NAVIGATE

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of NAVIGATE's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing from time to time in the State of Missouri.

The Owner shall not withhold amounts from NAVIGATE's compensation to impose a penalty or liquidated damages on NAVIGATE.

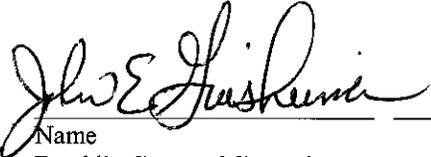
SCOPE OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and NAVIGATE and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and NAVIGATE.

This Agreement is comprised of the following documents listed below:

1. Exhibit A – Rate Schedule
2. Exhibit B – Insurance Certificate

Todd A. Sweeney
Member



Name
Franklin County, Missouri

EXHIBIT A – Rate Schedule

Project Director / Project Manager	\$185.00
Estimator/Scheduler	\$154.00
Engineer	\$115.00
Assistant	\$ 54.00
Construction Superintendent	\$135.00