



Staff Report

Subject: Owner's Representative Services for Public Works Facility and Parks Maintenance Facility renovations

Department/Program: Administration/Public Works/Parks

Explanation:

When the City began the process of designing and building the new Police Station in 2021, the City did an RFQ selection process for an Owner's Representative (OR) for the project. At that time the City selected Navigate Building Solutions as the most qualified firm. Since then, Navigate has successfully helped the City not only with the Police Station project, but with some work in Vlasik Park as well. Navigate was also chosen to do some of the initial work on the Public Works Facility renovation, including helping with the needs assessment and initial layout options.

As we move forward with detailed design of the PW renovations, staff is recommending using an OR for this project as we did on the Police Station project. An OR will represent the City in working with the design team and construction contractors throughout the project to ensure that the City's objectives are being met, while helping keep the project on time, on scope, and on budget. They also help manage the physical construction of the building in lieu of a construction manager. Use of an OR is very common on a construction project this size. We do not have anyone on staff with the time or expertise to provide these services in-house.

Staff is recommending using Navigate as our OR through the remainder of the design and construction of the PW renovations. Use of Navigate meets the City's purchasing policies due to the fact that we have an ongoing service agreement with them stemming from the original 2021 RFQ, as well as their pricing being competitively bid through the TIPS purchasing cooperative.

The proposed contract with Navigate is for a total of \$176,500, which covers the entire project from design to construction to occupancy. Of that total, \$79,500 is for the pre-construction phase (programming, design, bidding, etc.), and \$97,000 is for the construction and post-occupancy phase. The contract is paid in monthly installments throughout the process, expected to conclude in the 2nd quarter of 2026, post-occupancy of the new facility.

Based upon an estimated \$4.5 million expected cost for the PW renovations (including design and construction), the proposed contract represents just over 3% of that cost. Based on research this seems to be reasonable and comparable the cost of OR services on other recently built municipal facilities including our Police Station.



It is important to note that should Navigate not perform to the City's satisfaction, the City can exit the contract at any time with a 14-day notice and not pay any penalties.

Recommendation:

Make a motion to approve the contract with Navigate Building Solutions for \$176,500 to provide Owner's Representative services to the City for renovation/redevelopment of the City's Public Works and Parks Maintenance facilities.

Submitted By: Eric Sterman

Date: 4/30/2024

OWNER REPRESENTATIVE, ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER NUMBER 4

DATE: April 23, 2024

MASTER AGREEMENT: Owner Representative, On-Call Professional Services Agreement made between the City of Ballwin, Missouri and Navigate Building Solutions dated December 7, 2022

PROJECT: Public Works – Preconstruction, and Construction

SCOPE OF WORK:

1.4. Preconstruction Phase: Design and Bidding Services

1.4.1. Owner's Representative shall provide leadership, based on Owner's direction, on matters relating to the planning, design, governmental approvals, and other activities necessary to complete the Project.

1.4.2. Owner's Representative shall (1) coordinate the preparation by the Architect of a written and graphic description of the program for the Project, including room uses, sizes and adjacency requirements, in accordance with Owner's goals and objectives (the "Project Program"); (2) prepare and submit to Owner a preliminary estimated schedule for completion of the design and construction of the Project, the various major activities to be undertaken in connection with the Project, and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the Term (the "Project Schedule"); (3) assist Owner in establishing a Project budget based on a preliminary estimate of Project costs, including without limitation Owner's internal costs, which Owner's Representative shall update with increased detail as the design of the Project progresses (the "Project Budget"); and (4) manage the Project Schedule and Project Budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.

1.4.3. Owner's Representative shall assist the Architect in obtaining permits for the Project; coordinate with the various governmental agencies having permit responsibilities for the Project; represent the Owner at meetings of the applicable governmental units; recommend to the Owner appropriate policies or decisions to be followed on public matters affecting the Project; direct the Architect to ascertain whether there are any significant building code or other governmental compliance issues; coordinate with the Contractor the obtaining of necessary building permits or other necessary construction approvals for the Project; and advise the Owner as to any material issues noted by the Architect.

1.4.4. Owner's Representative shall schedule and attend regular meetings with the Architect related to the development of the design.

1.4.5. Owner's Representative shall provide recommendations to the Owner and Architect regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project Budget, Program, and Schedule.

1.4.6. Owner's Representative shall review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are prepared by the Architect. Owner's Representative shall assist the Owner in the evaluation and recommendation of appropriate design alternatives in light of the Owner's Project Program and the Project Budget and Schedule, provided the Owner's Representative shall not assume any of the Architect's responsibilities for design or any of the general contractor's responsibilities for construction means, methods or costs.

1.4.7. Upon approval by Owner of design development plans and specifications, Owner's Representative shall (a) lead the process on behalf of the Owner in reviewing and coordinating the preparation by the Architect and other Project consultants of the Construction Documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the Project Program, Budget or Schedule; or (ii) cause the Project to deviate from the approved drawings or requirements of Owner.

1.4.8. Owner's Representative shall (i) prepare and update detailed cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project (the "Project Costs Estimate"). These shall be prepared at the end of Schematic and Design Development phases of the project. The Project Costs Estimate shall include separate line items for each cost category included in the Project cost; with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems. In addition, Owner's Representative shall, in consultation with the Architect and Contractor, provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies. Owner's Representative shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.

1.4.9. Owner's Representative shall assist Owner in setting a final Project Budget, based on the approved design and the Project Schedule, the Project Program, the Project Costs Estimate and financial constraints identified by Owner; if Owner, with the advice of the Owner's Representative, elects to proceed with separate Project construction contracts or separate bid packages, the Project Costs Estimate and final Project Budget shall include a separate budget for each Project construction contract or

bid package. When used in this Agreement, depending on its context, the term “bid” shall mean “Qualification” and the term “bidder” shall mean “proposer”.

1.4.10. Owner’s Representative shall do a final budget check before going out to bid and make recommendations on any alternative materials.

1.4.11. Owner’s Representative shall act as Owner’s representative in coordinating and assisting the Architect in the preparation of bid documents. Owner’s Representative shall manage the bid process and execution of contracts in accordance with Owner’s requirements.

1.4.12. Owner’s Representative shall assist the Owner in providing two Board of Aldermen updates.

1.4.13. Owner’s Representative shall assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.

1.4.14. Owner’s Representative shall review bids, prepare analyses and make recommendations to Owner for an award of a contract for the Project.

2 – Construction Phase Services

2.1. Owner’s Representative shall provide recommendations regarding the Contractor’s proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.

2.2. Owner’s Representative shall conduct pre-award conferences with the best and lowest respondent for the Project construction contract; advise Owner regarding the negotiation of business terms of the Project construction contract; and advise Owner on the acceptability of the Contractors for the Project(s).

2.3. Owner’s Representative shall review and process vendor insurance certificates, surety bonds, other bid documents required by Owner (such as Contractor/ Subcontractor Questionnaire, Non-Collusion, employment verification compliance, Israeli boycott compliance, and prevailing wage compliance, etc.) and waivers for contract compliance.

2.4. After Owner awards the Project construction contract and before a Contractor commences work on the site, Owner’s Representative shall assist Owner in the preparation of necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the Contractor’s implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.

2.5. Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items.

2.6. Owner's Representative shall represent the Owner in its communications with the Contractor(s), and design consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.

2.7. Owner's Representative shall review and photograph construction progress and issue inspection reports.

2.8. Owner's Representative shall assist and review the processing of change orders and negotiate on Owner's behalf, any change order proposed by a Contractor.

2.9. The Owner's Representative shall review applications for payment by the design consultants and Contractors and make written recommendations to the Owner concerning the payment.

2.10. Owner's Representative shall direct Contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work for the Project. In the event of delays impacting the critical path schedule, the Owner's Representative shall make recommendations to the Owner for corrective action by the Contractor and review the Contractor's recommendations for corrective action.

2.11. Owner's Representative shall coordinate the design team's review and approval of shop drawings, product data and other submittals by the Contractor.

2.12. In conjunction with the Contractor who has prime contractual responsibility, the Owner's Representative shall additionally review and advise the Owner concerning the adequacy of the Contractor's personnel and equipment, and the availability of materials and supplies to meet the Contractor's schedules.

2.13. Owner's Representative shall enforce the Contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the Owner may require. Although Owner's Representative shall not guarantee the performance by the Contractor or their subcontractors, Owner's Representative shall recommend courses of action to the Owner when Owner or Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when a Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such

recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.

2.14. Owner's Representative shall notify the Owner in writing, with photos and supporting documentation if the Owner's Representative becomes aware that the work of a Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. Owner's Representative shall review test reports and notify the Owner, the Design consultants and the Contractor, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of the Owner, the Owner's Representative shall reject work that does not conform to the requirements of the applicable Contract Documents.

2.15. Owner's Representative shall attend on-site review to confirm substantial and final completion of the construction of the Project and notify Owner when Owner's Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

2.16. Owner's Representative shall coordinate with the design consultants in its review of the work to enable the design consultants to determine the date of substantial completion. At the substantial completion of the work, monitor the design consultants in their inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. The Owner's Representative shall consult with the Owner and/or design consultant in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

2.17. Owner's Representative shall obtain from the Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction completes.

2.18. Together with the design consultants and Owner, the Owner's Representative shall monitor and observe the testing, start-up and inspections of all utilities, systems and equipment for the Project and review test reports.

2.19. Owner's Representative shall complete the final close-out of the Projects by (i) obtaining, or causing the Contractor to obtain government approvals required for the legal use and occupancy of the Projects, (ii) obtaining warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining affidavits, final prevailing wage compliance verification, waivers, and releases the Contractors pursuant to the Project construction contracts to achieve final completion of the Project, (iv) collecting and/or otherwise

resolving any customary back charge claims that Owner may assert against any design consultants or Contractors, (v) coordinating the receipt of stock supplies/materials (vi) coordinating contractor building systems training with City staff, (vii) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Projects to seek enforcement of warranties

3 – Post Construction Phase Services

3.1. Owner's Representative shall coordinate the solicitation, bidding and installation of Owner procured items such as equipment, technology, security, and furnishings.

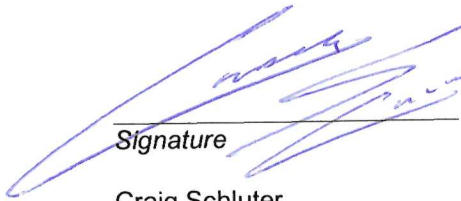
3.2. Owner's Representative shall provide onsite warranty reviews post-completion at 11 months. Owner' Representative shall be available to the Owner to coordinate warranty callbacks.

SCHEDULE:

1. Preconstruction Services & Bidding Services shall be completed between 5/14/24 and March 14, 2025
2. Construction Services are anticipated to take 14 months. Procurement phase (after notice to proceed has been issued) is anticipated to take 6 months and construction onsite is anticipated to take 8 months.
3. Post Construction Phase Services are anticipated to take 1 month.

COMPENSATION:

1. Owner Representative shall be paid a lump sum of \$79,500 in equal payments of \$7,950 over a 10-month period for procurement and preconstruction services.
2. Owner Representative shall be paid lump sum of \$97,000. When there is no work occurring onsite but NAVIGATE is managing procurement activities after the Notice to proceed has been issued to the General Contractor, NAVIGATE shall be paid \$3,500 per month. When work is occurring onsite/ Post Construction Phase Services, NAVIGATE shall be paid \$9,500 per month. 6 months x \$3,500 per month + 8 months x \$9,500 per month = \$97,000.

 4/23/24
 Signature Date

Craig Schluter
 Member
 NAVIGATE Building Solutions, LLC.

 Signature Date

Name _____
 Title _____
 City of Ballwin, Missouri



Ballwin Public Works

Preconstruction / Construction

Design/Bidding	43 Weeks (10 months)
Construction	61 Weeks (14 months)

Task	Principal	SPM	Estimator
General Services			
1.4 - Preconstruction Phase: Design and Bidding Services			
1.4.1 General Services	8	36	
1.4.2 Budget Management/ Cash Flow Schedule/ Project Schedule	2	42	
1.4.3 AHJ/ Permit Coordination	2	16	
1.4.4 Design Development Meetings	4	32	
1.4.5 Schematic Design Value Engineering, Construction Feasibility	4	20	
1.4.6 Constructability Reviews	4	24	
1.4.7 Design Development Value Engineering, Construction Feasibility	4	16	
1.4.8 Detailed Estimates at Schematic, Design Development, and Permit	6	18	80
1.4.9 Update Estimates and Budget Based On Decisions		4	
1.4.10 Final Value Engineering and Alternative Material Recommendation	2	4	
1.4.11 Bid Document Preparation/ Contract Development/ Bid Process	2	24	
1.4.12 Committee and BOA Updates	2	12	
1.4.13 Pre-Bid Conferences	1	8	
Review bids, contractor interviews, recommendation to Owner, and			
1.4.14 assist in contracting.	2	16	
Total Hours	43	272	80
2024 Rates	\$169.73	\$139.87	\$118.81
Sub Total	\$7,298	\$38,045	\$9,505
	OH&P Multiplier		1.45
	Total		\$79,529.35
	Adjusted Grand Total		\$79,500.00
Task	Principal	Project Director	Estimator
2 - Construction			
2.1 Preliminary Logistics Planning	2	2	
2.2 Pre Award Conferences	2	2	
2.3 Pre Construction Documentation	2	2	
2.4 Enhanced Logistics Planning	1	16	
2.5 Material Review	1	6	
2.6 OAC Meetings (Bi Weekly) / Project Communications	4	56	
2.7 Review Contractor Field Reports	4	84	
2.8 CO Estimating, Review, and Processing	4	12	
2.9 Payment Processing	4	24	
2.10 Critical Path Schedule Review	4	16	
2.11 Shop Drawing Coordination	2	20	
2.12 Labor Review	2	8	
2.13 Review Contractors Daily Log and Other Deliverables	2	28	
2.14 On Site Quality Control (Bi-Weekly)	2	56	
2.15 Substantial/Final Completion Inspections	1	8	
2.16 Substantial/Final Completion Follow Up	1	8	
2.17 Contractors Record Drawings	1	8	
2.18 Testing and Start Up	1	8	
2.19 Close out	2	16	
4 - Post Construction			
4.1 Owner Furnished Installations	1	8	
4.2 Warrant Walk	1	8	
Total Hours	44	396	0
2025 Rates	\$174.82	\$149.85	\$122.37
Sub Total	\$7,692	\$59,341	\$0
	OH&P Multiplier		1.45
	Total		\$97,197.39
	Adjusted Grand Total		\$97,000.00

