



NAVIGATE, Professional Services Agreement

DATE: 02-08-2019

OWNER:

Owner of Olivette, Missouri
1140 Dielman Road
Olivette, Missouri 63132

NAVIGATE (hereinafter also referred to as NAVIGATE):

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

PROJECT(S):

Implementation of the Owner of Olivette Parks Master / Vision Plan prepared by the Lawrence Group. This includes the potential development of a new Community Center that was acknowledged, but not thoroughly vetted, as part of the Master / Vision Plan.

SCOPE OF NAVIGATE's SERVICES

- 1 NAVIGATE shall provide professional services required to oversee and coordinate the planning, design, funding and construction of the improvements identified in the Master / Vision Plan including the potential development of a new Community Center.
- 2 NAVIGATE shall coordinate, attend, conduct, record, and assist the Owner at all Project meetings.
- 3 NAVIGATE shall develop and continuously update a Master Schedule of activities.
- 4 NAVIGATE shall develop and continuously update a comprehensive team roster.
- 5 NAVIGATE shall develop a comprehensive Roles and Responsibility Matrix to define all tasks related to the activities required for project implementation. This matrix will be updated each time a roll changes or a task is added.
- 6 Throughout project development, NAVIGATE shall utilize the Roles and Responsibility Matrix to identify any third-party resources required. Should an additional resource be required, NAVIGATE shall define their scope of work and recommend a method of procurement (in accordance with Owner and State requirements) for Owner Approval. NAVIGATE shall then develop any RFQ's/RFP's required for selection and facilitate the Owner's solicitation, evaluation, selection and contracting of successful parties.
- 7 At the appropriate intervals, NAVIGATE shall build and update a comprehensive Master budget for all proposed work. Budgets shall include ALL cost related to project development including but not limited to: land acquisition, professional services, third party vendors, financing, signage, low voltage systems, agency requirements, project marketing/advertising, design and construction.
- 8 NAVIGATE shall prepare long-term cash flow projections and assist Owner and Owner's Financial Planning Consultant with the development of a funding strategy.

- 9 If voter approval is required, NAVIGATE shall assist Owner with the development of a pre-election information, including the identification of in-house and/or third-party resources for election strategy, community engagement and document development.
- 10 NAVIGATE shall participate in pre-referendum community engagement activities, if required.
- 11 NAVIGATE shall coordinate, for the Owner, all grant and fundraising initiatives identified for the project.
- 12 As projects move into the Design Phase, NAVIGATE shall:
 - a. Coordinate Design Phase activities and consultants.
 - b. Advise the Owner with regards to the constructability, schedule, site logistics and construction budget of the proposed project(s).
 - c. Schedule and attend regular meetings with the Architect related to the development of the design.
 - d. Assist the Architect and Owner in the selection of consultants for geological testing, surveying, construction testing and other special consultants. NAVIGATE shall then coordinate the work of these special consultants.
 - e. Review and comment on the drawings and specifications for the Project, as they are prepared by the Architects.
 - f. Assist the Owner in the evaluation and recommendation of appropriate design alternatives in light of the Owner's Project Program and the Project budget/schedule.
 - g. Review estimates provided by the Architect and prepare independent construction estimates (for comparison to the Architects own estimates) at the conceptual, schematic and design development phases of each project.
 - h. 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.
 - i. Coordinate and manage the bidding process of each portion of every project with the Architect and the Owner.
 - j. Assist Owner with contractor selection and contract negotiations.
 - k. Make recommendations as to the timely and economical purchases of materials and equipment, and monitor the purchase of such items.
 - l. Assist in obtaining necessary government approvals required to implement such traffic plans.
- 13 As projects move into the Construction Phase, NAVIGATE shall:
 - a. Provide onsite management services.
 - b. Provide contractor coordination.

- c. Conduct pre-construction meetings with all major trade contractors prior to the start of their work.
- d. Schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests. 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.
- e. Assist and review the processing of change orders and: i) advise Owner concerning the necessity for, scope of and recommended cost of change orders, and (ii) negotiate, on Owner's behalf, all change orders with Contractor for Owner approval.
- f. Review applications for payment by the Architect and Contractors and make written recommendations to Owner concerning payment.
- g. Coordinate the Architect's review and approval of shop drawings, product data and other submittals by Contractor.
- h. Document and notify Owner in writing if NAVIGATE becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. NAVIGATE shall, with authorization from the Owner, take action to have the contractor correct the work.
- i. Obtain record drawings, "as-built" drawings, and all other closeout documentation required from the Contractors and Architect.
- j. Together with the Architect and Owner, monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.
- k. Coordinate the final close-out of the Project.

OWNER'S RESPONSIBILITIES

NAVIGATE is not a licensed design professional or construction contractor. As such, Owner shall retain all professional Architects and construction contractors required for the project(s). In the role of NAVIGATE, NAVIGATE does not assume any responsibility for design errors/omissions or work performed by the licensed design professionals and/or contractors contracted by the Owner.

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

The Owner shall retain the services of testing agencies to furnish all 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.

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. Owner shall indemnify, defend and hold NAVIGATE harmless from and against any and all costs, damages and expenses (including attorney fees) that are incurred by NAVIGATE as a result of, or in connection with or relating to Owner's negligence or breach of any provision of this Agreement. NAVIGATE and Owner indemnify 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.

The Owner may terminate this Agreement upon not less than Sixty days' written notice to NAVIGATE for the Owner's convenience and without cause.

In the event of termination, NAVIGATE shall be compensated for services performed prior to termination and 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 stated below.

1. Commercial General Liability Insurance: \$3,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence.
2. Workers compensation Insurance: Statutory Coverage per R.S.Mo 287.010
3. Automobile Liability Insurance: \$3,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence.
4. Professional Liability Insurance: \$3,000,000 for each claim.

COMPENSATION

NAVIGATE shall be compensated in accordance with the following Rate Schedule for the Scope of Services listed in #1 - #11 above.

Classification	2019	2020	2021	2022	2023
Principal	\$202.50	202.50	204.66	206.77	210.90
Project Director	\$185.00	185.00	189.65	194.39	199.24
Project Mgr.	\$165.40	165.40	169.12	172.93	176.82
Construction Mgr.	\$150.00	150.00	154.65	158.39	161.24
Estimator/Scheduler LV2	\$144.75	144.75	148.36	152.07	155.87
Field Supervisor LV1	\$159.50	159.50	164.28	169.21	174.28
Field Supervisor LV2	\$135.00	135.00	139.05	143.22	147.51
Project Coordinator	\$ 72.85	75.39	78.03	80.77	83.59

Rates apply to all services performed during that calendar year January 1 thru December 31.

Prior to the start of Design Phase Services (Scope of Services #12) and Construction Phases Service (Scope of Services #13), NAVIGATE shall provide the Owner with a lump sum total cost of services based upon a mutually agreed staffing plan, anticipated durations and the rates identified above.

At no time shall the total cost of services #1 - #13 exceed 10% of the anticipated project cost.

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 – Insurance Certificate

Todd A. Sweeney

Member

NAVIGATE Building Solutions, LLC.

Name

Title

Owner of Olivette, Missouri